

INVITATION TO BID 19ITB789123K-JAJ

SANITARY SEWER IMPROVEMENTS – SANDY CREEK ROAD FULTON COUNTY AIRPORT-BROWN FIELD

FOR

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: Wednesday August 7, 2019 BID DUE DATE AND TIME: Monday September 9, 2019 11:00A.M. PRE-BID CONFERENCE DATE: Tuesday August 13, 2019 PURCHASING CONTACT: James A. Jones E-MAIL: james.jones@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING 130 PEACHTREE STREET, S.W., SUITE 1168 ATLANTA, GA 30303

Invitation to Bid

Owner-Contractor Agreement – Sample Contract

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INVITATION TO BID 19ITB789123K-JAJ SANITARY SEWER IMPROVEMENTS – SANDY CREEK ROAD AT FULTON COUNTY AIRPORT-BROWN FIELD

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for providing sanitary sewer improvements – Sandy Creek Road for Fulton County Airport-Brown Field will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **September 9, 2019.**

SCOPE OF WORK

This project consists of installing sanitary sewer infrastructure in the North Terminal Area at Fulton County Airport to support future development. General work items include approximately 1,500 linear feet of ductile iron pipe, 8 sanitary sewer manholes, and connections to the existing sanitary sewer system. The detailed scope of work and technical specifications are outlined in the Division of Work Section 01 10 00, Project Summary and Scope of Work of this bid document.

METHOD OF SOURCE SELECTION

This procurement is being conducted and the specific method of source selection in accordance with all applicable provisions of the Georgia Local Public Works Construction Law, O.C.G.A. §36-91-1 through 36-91-95 when a public works construction project cost exceeds \$100,000.

PERMITS

The selected Bidder will be required to obtain any permits needed to perform the work described in these contract documents.

RIGHTS OF WAY/EASEMENTS

The proposed improvements are wholly contained within existing airport property. As such, it is our understanding that right-of-way and easements are not required for this project.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <u>http://www.fultoncountyga.gov</u> under "Bid Opportunities".

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government Department of Purchasing & Contract Compliance Attn: James A. Jones Fulton County Public Safety Building 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303 Email: james.jones@fultoncountyga.gov Reference Bid #: 19ITB789123K-JAJ

PRE-BID CONFERENCE

Date: August 13, 2019 Time: 11:00A.M. Location: 3977 Aviation Circle 1st Floor Training Room

A Pre-Bid Conference will be held on August 13, 2019 at 3977 Aviation Circle 1st Floor Training Room Atlanta, GA 30336. *Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Mario Avery, Interim Contract Compliance Administrator at (404) 612-6307 or email: mario.avery@fultoncountyga.gov.

BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of fiver percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

END OF SECTION

Fulton County Government Department of Purchasing & Contract Compliance Attn: James A. Jones Fulton County Public Safety Building 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303 Email: james.jones@fultoncountyga.gov Reference Bid #: 19ITB789123K-JAJ

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END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

2. <u>BID PREPARATION</u>

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **19ITB789123K-JAJ, SANITARY SEWER IMPROVEMENT – SANDY CREEK ROAD – FULTON COUNTY AIRPORT BROWN-FIELD.**

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

- 1. Bid Form
- 2. Acknowledgement of each Addendum
- 3. Bid Bond
- 4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
- 5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
- 6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than <u>2:00 PM, August 27, 2019</u>. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance Attn: James A. Jones Fulton County Public Safety Building 130 Peachtree Street, S.W., 1168 Atlanta, GA 30303 Fax: (404) 893-1744 James.jones@fultoncountyga.gov Bid # 19ITB789123K-JAJ

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

5. SITE EXAMINATION

There will be a site visit for this project. It will be held on **Tuesday August 13**, **2019** immediately following the pre-bid conference. Bidders are encouraged to attend.

6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. No bid may be withdrawn after bid due date for sixty (60) calendar days.

7. BID AND CONTRACT SECURITY

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full

force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. <u>SURETY BONDS</u>

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance ("COI") directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

10. <u>RIGHT TO REJECT BIDS</u>

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

11. <u>APPLICABLE LAWS</u>

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code §102-488 et. seq., which is incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

13. <u>BID EVALUATION</u>

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of *sixty calendar days* after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
 - b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In

the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the County. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disgualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the County reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - e. Has the appropriate and adequate technical experience necessary to perform the Work;
 - f. Has adequate personnel and equipment to do the Work expeditiously;
 - g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same of different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

17. PROFESSIONAL LICENSES (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

- 1. Electricians
- 2. Plumbers
- 3. Conditioned Air Contractors
- 4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

18. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

19. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less

work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

21. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County.

Submittal of Invoices: Invoices shall be submitted as follows:

<u>Via Mail:</u>

Fulton County Government 141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303 Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

22. <u>EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND</u> <u>CONTRACTING</u>

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

23. JOINT VENTURE

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

24. NON-COLLUSION

By submitting a signed Bid, Bidder certifies and attests that there has been no collusion with any other Bidder. Reasonable grounds for believing Bidder has an interest in more than one Bid will result in rejection of all Bids in which the Bidder has an interest. Any party to collusion may not be considered in future Bids for the same or similar work.

25. <u>GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT</u>

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

26. <u>SUBCONTRACTING OPPORTUNITIES</u>

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <u>http://www.fultoncountyga.gov</u> under "Subcontracting Bid Opportunities".

27. <u>TERM OF CONTRACT</u>

The term of the Agreement shall be for a period of forty-five (45) calendar days, or as may be amended under the Agreement to comprise the Agreement Time. Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within forty-five (45) calendar days from issuance of the Notice to Proceed and finally complete the Work within forty-five (45) days of issuance of the Notice to Proceed.

28. <u>NO CONTACT PROVISION</u>

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

29. <u>AUTHORIZATION TO TRANSACT BUSINESS</u>

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation

is in good standing and that the corporation is authorized to transact business in the State of Georgia.

30. <u>PRE-CONSTRUCTION CONFERENCE</u>

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

31. SUBSTITUTIONS

See Special Conditions Article.

32. <u>RIGHT TO PROTEST</u>

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

33. <u>CERTIFICATE OF ACCEPTANCE</u>

By responding to this Bid, Bidder acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

Bidder also certifies and attests that the Bidder has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Bidder certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County's Contract. The Bidder further certifies that the failure to submit proposed modifications with the Bid waives the Bidder's right to submit proposed modifications later. The Bidder also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Bidder's Bid as non-responsive.

34. EXCEPTIONS TO THE COUNTY'S CONTRACT

If Bidder takes exception to any term or condition set forth in the Owner-Contractor Agreement, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this Bid. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Bidder's Bid clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception(s).

35. <u>CERTIFICATION REGARDING DEBARMENT</u>

By responding to this Bid, Bidder certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

36. BID GENERAL CONDITIONS

1. A Bid may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a nif after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County Attorney's Office indicating whether the firm is bound by its Bid.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the solicitation of the number of days that Offerors will be required to honor their Bid. If an Bidder is not selected within 60 days of opening the Bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the Bid.

- 2. Fulton County shall be the sole judge of the quality and the applicability of all Bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
- 3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.

- 4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
- 5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- 6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- 7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the Bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
- 8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Bidder responsible for any resultant excess cost.
- 9. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
- 10. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

34. SUBMITTALS

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
2.	Georgia Security and Immigration Subcontractor Affidavit(s)	
3.	Bid Form	
4.	Acknowledgment of Addenda	

5.	Bid Bond	
6.	Georgia Utility Contractor's License	
7.	Georgia General Contractors License	
8.	Georgia Professional License (if applicable)	
9.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
10.	Proof of Insurance Coverage	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By:

For: 19ITB SANITARY SEWER IMPROVEMENTS – SANDY CREEK ROAD - FULTON COUNTY AIRPORT-BROWN FIELD

Submitted on _____, 20___.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$

(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

ltem #	Spec No.	Item Description	Est. Quantity	ltem Unit	Unit Price	TOTAL COST
1	GDOT- 151	MOBILIZATION	1	L. SUM		
2	33 05 13.16	AIRCRAFT RATED MANHOLE	8	EACH		
3	22 1313	8 IN CLASS 53 DUCTILE IRON PIPE	1542	LIN. FT.		
4	22 1313	8 IN CLEANOUT	8	EACH		
		TOTAL COST - BASE BID (Lines 1-4)				

BASE BID AMOUNT

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

Dollars

(\$_____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	 DATED
ADDENDUM #	 DATED
ADDENDUM #	 DATED
ADDENDUM #	 DATED

BIDDER:

Signed by:	[Type or Print Name]
Title:	
Business Address:	
Business Phone:	

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address

END OF SECTION

BID BOND

INSTRUCTIONS

- 1. No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County.
- 2. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
- 3. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person.
- 4. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract.
- 5. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
- 6. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
- 7. Attestation for the Corporation must be by the Corporate Officer; for a partnership by another partner; for an individual by a notary with the Corporate Seal.

BID BOND

19ITB, SANITARY SEWER IMPROVEMENTS – SANDY CREEK ROAD - FULTON COUNTY AIRPORT-BROWN FIELD

STATE OF GEORGIA COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of ______and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of ______

_____Dollars and Cents (\$_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for <u>19ITB, SANITARY SEWER</u> <u>IMPROVEMENTS – SANDY CREEK ROAD – FULTON COUNTY AIRPORT-BROWN FIELD</u>, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____

Dollars

(\$______) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this ______ day of ______, 20___

ATTEST:

PRINCIPAL

______BY_____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______, certify that I am the Secretary of the Corporation named as principal in the within bond; that ______, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

BY_____

(SEAL)

END OF SECTION

PAYMENT BOND

INSTRUCTIONS

- 1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
- 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
- 3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
- 4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
- 5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
- 6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
- 7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
- 8. The name of each person signing this bond shall be typed or printed in the space provided.

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means 19ITB, Sanitary Sewer Improvements – Sandy Creek Road – Fulton County Airport-Brown Field.

"Principal:" (Legal Name and Business Address), called the

[Insert Name of Contractor (hereinafter "Principal"]

Type of Organization ("X" one): _____ Individual _____ Partnership _____ Joint Venture Corporation

"Surety:" (Name and Business Address)

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- 2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
- 3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
- 4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
- 5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
- 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
- 7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of ______, _____.

PRINCIPAL:_____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)
By:

Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

INSTRUCTIONS

- 1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
- 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
- 3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
- 4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
- 5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
- 6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
- 7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
- 8. The name of each person signing this bond shall be typed or printed in the space provided.

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means19ITB, Sanitary Sewer Improvements – Sandy Creek Road – Fulton County Airport-Brown Field.

"Principal:" (Legal Name and Business Address),	[Insert Name of Contractor (hereinafter called the "Principal"]
Type of Organization ("X" one): Individual Partnership Joint Ventu Corporation	
"Surety:" (Name and Business Address)	
	duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
"Contract:" Agreement between Principal and regarding performance of Work relations	Owner, dated day of, 20, ative to the Project.

"Penal Sum:" [100% of contract amount]

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

- 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor; or, at the sole option of the Owner,
- 3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this ______ day of ______, 20____.

PRINCIPAL:

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:

By:

Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION

SECTION 4

TECHNICAL SPECIFICATIONS

See succeeding pages for Technical Specifications

SECTION 4 TECHNICAL SPECIFICATIONS

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SECTION 31 1000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and removing site utilities.
 - 7. Temporary erosion- and sedimentation-control measures.
- B. Related Sections:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities.
 - 2. Division 01 Section "Execution" for field engineering and surveying.

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

SECTION 31 1000 - 2

SITE CLEARING

1.5 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plantprotection measures are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available onsite.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag or Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.
- C. Protect existing site improvements to remain from damage during construction.
 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Division 01 Section "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.

SITE CLEARING

- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than five days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.
 - 4. Chip removed tree branches and stockpile in areas approved by Owner or dispose of off-site-.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

SITE CLEARING

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION

SECTION 31 1000 - 6 SITE CLEARING

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SECTION 31 2000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses and plants.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for concrete slabs-on-grade.
 - 4. Subbase course for concrete walks and pavements.
 - 5. Subbase course and base course for asphalt paving.
 - 6. Subsurface drainage backfill for walls and trenches.
 - 7. Excavating and backfilling trenches for utilities and pits for buried utility structures.
 - 8. Excavating well hole to accommodate elevator-cylinder assembly.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for recording preexcavation and earth moving progress.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
 - 3. Division 03 Section "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
 - 4. Division 14 Section "Hydraulic Elevators" for excavating well hole to accommodate elevatorcylinder assembly.
 - 5. Divisions 21, 22, 23, 26, 27, 28, and 33 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
 - 6. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
 - 7. Division 31 Section "Dewatering" for lowering and disposing of ground water during construction.
 - 8. Division 31 Section "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
 - 9. Division 31 Section "Drilled Concrete Piers and Shafts" for excavation of shafts and disposal of surplus excavated material.
 - 10. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
 - 11. Division 32 Section "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.
 - 12. Division 33 Section "Subdrainage" for drainage of foundation, slabs-on-grade, walls and landscaped areas.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices for earth moving specified in Division 01 Section "Unit Prices."
- B. Quantity allowances for earth moving are included in Division 01 Section "Allowances."

EARTH MOVING

- C. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.
 - 1. 24 inches outside of concrete forms other than at footings.
 - 2. 12 inches outside of concrete forms at footings.
 - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - 4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - 5. 6 inches beneath bottom of concrete slabs-on-grade.
 - 6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

1.4 **DEFINITIONS**

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices and changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom; measured according to SAE J-1179.
 - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.

- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
 - 2. Controlled low-strength material, including design mixture.
 - 3. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
 - 1. Geotextile: 12 by 12 inches.
 - 2. Warning Tape: 12 inches long; of each color.
- C. Qualification Data: For qualified testing agency.
- D. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 1557.
- E. Blasting plan approved by authorities having jurisdiction.
- F. Seismic survey report from seismic survey agency.
- G. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.6 QUALITY ASSURANCE

- A. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," and prepare a blasting plan reporting the following:
 - 1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 - 2. Seismographic monitoring during blasting operations.
- B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:
 - 1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 - 2. Seismographic monitoring during blasting operations.

- C. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- D. Preexcavation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 31 Section "Site Clearing," are in place.
- E. Do not commence earth moving operations until plant-protection measures specified in Division 01 Section "Temporary Tree and Plant Protection" are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - 4. Tear Strength: 56 lbf; ASTM D 4533.
 - 5. Puncture Strength: 56 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 - 4. Tear Strength: 90 lbf; ASTM D 4533.
 - 5. Puncture Strength: 90 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

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EARTH MOVING

2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting, flowable concrete material produced from the following:
 - 1. Portland Cement: ASTM C 150, Type I, Type II or Type III.
 - 2. Fly Ash: ASTM C 618, Class C or F.
 - 3. Normal-Weight Aggregate: ASTM C 33, 3/4-inch nominal maximum aggregate size.
 - 4. Foaming Agent: ASTM C 869.
 - 5. Water: ASTM C 94/C 94M.
 - 6. Air-Entraining Admixture: ASTM C 260.
- B. Produce low-density, controlled low-strength material with the following physical properties:
 - 1. As-Cast Unit Weight: 30 to 36 lb/cu. ft. at point of placement, when tested according to ASTM C 138/C 138M.
 - 2. Compressive Strength: 80 psi, when tested according to ASTM C 495.
- C. Produce conventional-weight, controlled low-strength material with 80 psi compressive strength when tested according to ASTM C 495.

2.4 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 **PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.
- B. Explosives: Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.
 - 1. Perform blasting without damaging adjacent structures, property, or site improvements.
 - 2. Perform blasting without weakening the bearing capacity of rock subgrade and with the leastpracticable disturbance to rock to remain.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete slabs-on-grade.
 - f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.

EARTH MOVING

- e. 6 inches beneath bottom of concrete slabs-on-grade.
- f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
 - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
 - 4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

- D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 - 3. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.8 EXCAVATION FOR ELEVATOR CYLINDER

- A. Drill well hole plumb in elevator pit to accommodate installation of elevator-cylinder assembly. Coordinate with applicable requirements for diameter and tolerances in Division 14 Section "Hydraulic Elevators."
- B. Provide well casing as necessary to retain walls of well hole.

3.9 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.11 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

EARTH MOVING

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.12 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.13 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."
- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.
- H. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- I. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- J. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.14 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.18 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Division 33 Section "Subdrainage."
- B. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
 - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
 - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
 - 2. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final subgrade.

3.19 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase course and base course to required crown elevations and cross-slope grades.
 - 4. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
 - 5. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.20 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
 - 3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.21 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.22 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.23 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 2319 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes construction dewatering.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for recording preexisting conditions and dewatering system progress.
 - 2. Division 31 Section "Earth Moving" for excavating, backfilling, site grading, and for site utilities.
 - 3. Division 31 Section "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
 - 4. Division 33 Section "Subdrainage" for permanent foundation wall, underfloor, and footing drainage.

1.3 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
 - 1. Delegated Design: Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
 - 2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
 - 3. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 5. Remove dewatering system when no longer required for construction.

1.4 SUBMITTALS

- A. Shop Drawings: For dewatering system. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
 - 1. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
 - 2. Include a written plan for dewatering operations including control procedures to be adopted if dewatering problems arise.
- B. Delegated-Design Submittal: For dewatering system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Qualification Data: For qualified Installer.

- D. Field quality-control reports.
- E. Other Informational Submittals:
 - 1. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

1.5 QUALITY ASSURANCE

1.

- A. Installer Qualifications: An experienced installer that has specialized in design of dewatering systems and dewatering work.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Preinstallation Conference: Conduct conference at Project site.
 - Review methods and procedures related to dewatering including, but not limited to, the following:
 - a. Inspection and discussion of condition of site to be dewatered including coordination with temporary erosion control measures and temporary controls and protections.
 - b. Geotechnical report.
 - c. Proposed site clearing and excavations.
 - d. Existing utilities and subsurface conditions.
 - e. Coordination for interruption, shutoff, capping, and continuation of utility services.
 - f. Construction schedule. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - g. Testing and monitoring of dewatering system.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
 - 1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
 - 2. Do not proceed with interruption of utility without Owner's written permission.
- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.
 - 1. Make additional test borings and conduct other exploratory operations necessary for dewatering.
 - 2. The geotechnical report is included elsewhere in the Project Manual.
- C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
 - 1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 **PREPARATION**

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

DEWATERING

- 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
- 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Monitor dewatering systems continuously.
- E. Promptly repair damages to adjacent facilities caused by dewatering.
- F. Protect and maintain temporary erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing" during dewatering operations.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
 - 1. Space well points or wells at intervals required to provide sufficient dewatering.
 - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 - 1. Maintain piezometric water level a minimum of 24 inches below surface of excavation.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- F. Provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
 - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

DEWATERING

3.3 FIELD QUALITY CONTROL

- A. Observation Wells: Provide, take measurements, and maintain at least the minimum number of observation wells or piezometers indicated; additional observation wells may be required by authorities having jurisdiction.
 - 1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
 - 2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
 - 3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.
- B. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

END OF SECTION

SECTION 33 05 13.16 - PRECAST MANHOLE, FRAMES AND COVERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Documents:
 - 1. Drawings and general provisions of the contract apply to this Section.
 - 2. Review these documents for coordination with additional requirements and information that apply to WORK under this Section.

B. Section Includes:

- 1. Modular precast concrete manhole sections with tongue-and-groove joints, covers, anchorage, accessories, cast-in-place base, and, where indicated, interior protective lining.
- C. Related Sections:
 - 1. Division 1 "General Requirements."
 - 2. Division 31 "Earthwork"
 - 3. Division 33 "Utilities".

1.2 REFERENCES

- A. General:
 - 1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
 - 2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
 - 3. Refer to Division 1 "General Requirements" for the list of applicable regulatory requirements.

B. ASTM International:

- 1. ASTM A48 / A48M Standard Specification for Gray Iron Castings.
- 2. ASTM C150 Standard Specification for Portland Cement
- 3. ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections
- 4. ASTM C923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.

1.3 SUBMITTALS

- A. Submit under provisions of Division 1 "General Requirements."
- B. Shop Drawings: Indicate manhole locations, manhole number, elevations, piping sizes, and elevations of penetrations.
- C. Product Data: Provide manhole covers, materials, component construction, features, configuration, and dimensions. Furnish certificate of compliance for all items.
- D. Interior lining data and application procedures.
- E. Test reports.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this Section with 5 years documented experience

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manhole Sections: Reinforced precast concrete in accordance with ASTM C478 with gaskets in accordance with ASTM C923.
 - 1. Cement for Manholes: Type V, ASTM C150.
 - 2. Design manholes for 100,000 lb Dual Wheel Load with a tire pressure of 250 psi.

2.2 COMPONENTS

- A. Frame and Cover: Description Ferrous, 24-inch ID by 7- to 9-inch riser, with 4-inch minimum-width flange and 26-inch diameter cover and live load rating of 100,000 lb Dual Wheel Load with a tire pressure of 250 psi. Include indented top design with lettering cast into cover, using wording equivalent to "Sanitary Sewer."
 - 1. Material: ASTM A 536, Grade 65-45-12 ductile iron unless otherwise indicated.

2.3 CONFIGURATION

- A. Shaft Construction: Concentric with concentric cone top section; lipped male/female joints; sleeve to receive pipe sections.
- B. Shape: Cylindrical.
- C. Clear Inside Dimensions: Sanitary sewer manholes shall be 4 feet (1.3 m) diameter, unless otherwise indicated on the Drawings.
- D. Design Depth: As indicated.
- E. Clear Lid Opening: 24-inch diameter.

2.4 MORTAR

A. Standard premixed mortar conforming to ASTM C 387, Type S, or proportion 1 part portland cement to 2 parts clean, well-graded sand which will pass a 1/8-inch (3 mm) (screen with water added only as necessary to produce a stiff workable mortar. Admixtures may be used not exceeding the following percentages by weight of cement: hydrated lime, 10 percent, diatomaceous earth or other inert materials, 5 percent. Consistency of mortar shall be such that it will adhere to the surfaces. Mortar mixed for longer than 30 minutes shall not be used.

2.5 CONCRETE

A. As specified in Division 3 "Concrete".

2.6 MANHOLE COATINGS

A. Manhole interiors shall be coated with a waterproofing coating. Waterproofing shall be of the cementitous crystalline type that chemically controls and permanently fixes non-soluble crystalline growth throughout the capillary voids of the concrete. Coating shall be XYPEX Concentrate, Thoroseal or approved equal.

PART 3 - EXECUTION

3.1 MANHOLE CONCRETE BASE

- A. Construct concrete base as shown on the Drawings. Vibrate to densify the concrete and screed so that the first precast manhole section to be placed has a level, uniform bearing for the full circumference.
- B. A groove, shaped to match the tongue of the first precast concrete riser section of the manhole, shall be formed in the base slab. A circular aluminum form suited to the particular precast manhole joint installed shall be used to form the groove. In areas where speed in completion is essential as determined by the Inspector, up to one percent (1 percent) calcium chloride additive may be used in the base section. Do not stack manhole sections on the base for at least 4 hours after the base is poured, if the additive is used, or 24 hours if the additive is not used.
- C. Hand trim the base of the excavation to obtain firm undisturbed soil. Where water and soil conditions require it, over-excavate 6-inch (150 mm) minimum and install a coarse granular fill leveling the working course back to grade.
- D. Pump any groundwater down just prior to pouring concrete.

3.2 MANHOLE INVERT

A. Construct manhole inverts in conformance with Drawings, and with smooth transitions to ensure an unobstructed flow through manhole. Remove all sharp edges or rough sections which tend to obstruct flow. Where a full section of pipe is laid through a manhole, cut out the top section and cover exposed edge of pipe completely with mortar. Trowel all mortar surfaces smooth. The inner base section in the manhole shall be brought up to the top of the pipes and rounded at sewer channels. Benches shall then be sloped back up to the walls with a slope of at least 1-inch per foot (25 mm per 305 mm).

3.3 MANHOLE CONSTRUCTION

- A. Manhole segments and rings shall be set evenly with the use of an approved joint sealing compound. The bottom segment shall be set in a pre-formed lip section and shall be grouted inside and outside and all around to make a watertight joint. Each joint shall have both mating surfaces primered with the manufacturer's recommended priming agent and one layer of sealing compound installed per manufacturer's recommendations.
- B. In areas where shown, and on all ungraded streets, the upper section of the manhole shall have up to 24 inches of grade rings.
- C. Install frames and covers on top of manholes to positively prevent all infiltration of surface or groundwater into manholes. Contractor shall take special care to see that the manhole cover is slightly above the surrounding grade so that water does not run toward the manhole, but runs away from the manhole to the extent of the surrounding concrete ring. In any event, the area around the manhole ring shall not be subject to any flooding during rainfall.
- D. Contractor shall set frame cover to match finish street grade or slope so that vehicle traffic is not conscious of any impact or vibration in driving over manhole rim or cover.

- E. At each sewer line junction to the manhole, Contractor shall provide joints in the pipe. The joint shall be not more than 1 foot (0.9 m) from the manhole base. Pipes laid out of the manhole shall be shortened to ensure that the first joint is no more than one foot from the manhole base. An approved flexible coupling shall be installed in the sewer main 12 inches (300 mm) from the manhole base.
- F. Watertight plugs shall be installed at the manholes and at the ends of all stubs and dead end laterals as detailed on the Drawings.

3.4 MANHOLE COATINGS

- A. Apply 2 coats of a waterproofing coating to manholes' interior surfaces.
- B. Waterproof coatings and their application methods and rates shall be approved by the University. See paragraph 2.06 of this Section.

3.5 CLEANOUTS

A. Cleanouts shall be constructed as shown on the Drawings. The riser shall be braced in place and properly compacted. The frame shall be insulated from riser pipe with a flexible asphalt felt or rubber connection so as to exclude water and to prevent direct traffic bearing against riser section. Cleanout covers and the surrounding concrete collar shall be raised to an elevation slightly above the surrounding road surface so that rainfall does not flow onto the cleanout cover.

3.6 MANHOLE TESTING

A. It is the intent that manholes and appurtenances be watertight and free from infiltration or exfiltration. Conduct a vacuum-type or water-type leakage test on each manhole as follows:

- 1. Vacuum Test:
 - a. Do not grout the horizontal joints before testing.
 - b. Plug pipes entering or exiting the manholes.
 - c. Connect the testing device to the manhole in accordance with the device manufacturer's recommendation.
 - d. Draw a vacuum of 10 inches Hg (34kPa) and shut off the vacuum pump. Measure the length of time for the vacuum to drop to 9 inches Hg (30.5-kPa). If the time is greater than 75 seconds, the manhole passes.
- 2. Water Test:
 - a. Plug pipes entering or exiting the manhole.
 - b. Fill the manhole with water and allow to soak for 1 hour.
 - c. Refill the manhole to the rim and observe the water level. If the water level drops no more than 1/2 inches (13 mm) in 1 hour, the manhole passes.
 - d. Promptly repair and retest any manhole that fails, at no additional cost to the University.

END OF SECTION
SECTION 33 05 14 - MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Precast reinforced concrete manholes and structures with tongue-and-groove joints with masonry transition to frames, lids, grates, anchorage, and accessories.
 - 2. Masonry manhole and structure sections with masonry transition to frames, lids, grates, anchorage, and accessories.
 - 3. Cast-in-place concrete manholes and structures with masonry transition to frames, lids, grates, covers, anchorage, and accessories.
 - 4. Structure connections to existing public utility lines.
 - 5. Bedding and backfill materials.
- B. Related Sections:
 - 1. Division 31 Earthwork

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 530/530.1 Building Code Requirements for Masonry Structures and Specifications for Masonry Structures.
- B. ASTM International:
 - 1. ASTM A48 Standard Specification for Gray Iron Castings.
 - 2. ASTM C32 Standard Specification for Sewer and Manhole Brick (Solid Masonry Units Made From Clay or Shale).
 - 3. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. ASTM C55 Standard Specification for Concrete Brick.
 - 5. ASTM C443 Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber gaskets.
 - 6. ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections.
 - 7. ASTM C497 Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
 - 8. ASTM C857 Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
 - 9. ASTM C890 Standard Practice for Minimum Structural Design Loading for Monolithic or Section Precast Concrete Water and Wastewater Structures.
 - 10. ASTM C891 Standard Practice for Installation of Underground Precast Concrete Utility Structures.
 - 11. ASTM C913 Standard Specification for Precast Concrete Water and Wastewater Structures.
 - 12. ASTM C923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
 - 13. ASTM C990 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
- C. National Precast Concrete Association:

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- 1. NPCA Quality Control Manual for Precast Plants.
- 2. NPCA Plant Certification Program.

D. GDOT Standard Specifications:

1. Standard Specifications for Highway Construction, 2013, published by the Georgia Department of Transportation.

1.3 SUBMITTALS

- A. Section 01 33 00 Submittal Procedures: Requirements for submittals.
- B. Shop Drawings:
 - 1. Standard Fabrication: Indicate structure locations, elevations, sections, equipment support, piping sizes, and elevations of penetrations.
 - 2. Custom Fabrication: Indicate design, construction and installation details, typical reinforcement and additional reinforcement at openings for each custom type, size and configuration.
- C. Product Data: Submit manhole frames and lids, accessories, component construction, features, configuration, dimensions, and joint data.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- E. Project Record Documents: Record actual locations of manholes and structures with rim and invert elevations.
- F. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.4 QUALITY ASSURANCE

- A. Obtain precast concrete utility structures from single source.
- B. Perform Work in accordance with GDOT Standard Specifications.
- C. Maintain one copy of document on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Certified by NPCA Plant Certification Program prior to and during Work of this section.
- B. Installer: Company specializing in performing work of this Section with minimum five years experience.
- C. Design custom utility structures under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Project location.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Section 01 66 00 Product Storage and Handling Requirements.
- B. Comply with precast concrete manufacturer's instructions and ASTM C913 for unloading, storing and moving precast manholes and drainage structures.

- C. Store precast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer and identifying symbols, and numbers shown on Drawings to indicate its intended use.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Masonry Work: Maintain materials and surrounding air temperature to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Cold Weather Requirements: ACI 530/530.1.

PART 2 PRODUCTS

2.1 PRECAST REINFORCED MANHOLES AND STRUCTURES

- A. Precast Manhole and Structure Sections: Reinforced precast concrete in accordance with ASTM C478.
 - 1. Joints for Precast Manholes and Structures for Sanitary Utility Sewer Service: O-ring rubber gaskets in accordance with ASTM C443.
 - 2. Joints for Precast Manholes and Structures for Other Utility uses: Butyl rubber gaskets in accordance with ASTM C990.
 - 3. Design manholes for 100,000 lb Dual Wheel Load with a tire pressure of 250 psi.

2.2 MASONRY CONSTRUCTION

- A. Concrete Brick: ASTM C55, Grade S, Type II Non-moisture controlled; except that the absorption of brick shall not exceed 10 lbs / cubic foot.
- B. Clay or Shale Brick: ASTM C32, Grade SW, solid units.
- C. Mortar: Conform to GDOT Standard Specifications proportioned as described below. Do not add more water than is necessary to make a workable mixture.
 - 1. Mix No. 1: 1 part Portland cement, 1/4 part hydrated lime, 3-3/4 parts mortar sand (maximum).
 - 2. Mix No. 2: 1 part Portland cement, 1 part masonry cement, 6 parts mortar sand (maximum).
- D. Grout: Non-shrink, non-metallic in accordance with GDOT Standard Specifications with a compressive strength of at least 5,000 psi at 3 days.

2.3 CAST-IN-PLACE CONCRETE

- A. Concrete: Class A Concrete conforming to GDOT Standard Specifications.
 - 1. Compressive strength of 3,000 psi at 28 days.
 - 2. Air entrained.
 - **3**. Water cement ratio of 0.488 with rounded aggregate and 0.532 with angular aggregate.
 - 4. Maximum slump of 3.5 inch for vibrated concrete and 4 inch for non-vibrated

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concrete.

5. Minimum cement content of 564 pounds per cubic yard for vibrated concrete and 602 pounds per cubic yard for non-vibrated concrete.

2.4 FRAMES AND COVERS

A. Product Description: Grey cast iron ASTM A48, Class 30B; size and shape as indicated on Drawings. Live load rating of 100,000 lb Dual Wheel Load with a tire pressure of 250 psi.

2.5 CONFIGURATION

- A. Provide size and shape as indicated on Drawings.
- B. Foundation Slab: Cast-in-place or precast reinforced concrete integral with bottom section, level top surface.

2.6 ACCESSORIES

- A. Steps: Conform to ASTM C-478 and current OSHA Regulations, minimum 12 inches wide spaced vertically 16 inches on center, made of copolymer polypropylene plastic encapsulating ½" grade 60 steel reinforcement. Vertical load resistance of 400 lbs and minimum pull-out resistance of 1000 lbs.
- B. Strap Anchors: Stainless steel capable of supporting pipe or accessories indicated on Drawings, minimum 1 inch wide x 1/8 inch thick.
- C. Geotextile Filter Fabric: Type 1 Engineering fabric in accordance with Section 809 of GDOT Standard Specifications; non-woven, needle punched, non-biodegradable, and rot-proof.

D. Bituminous Interior Manhole Coating:

1.

1.

- Manufacturers:
 - a. Bitumastic.
 - b. Beazer East, Inc.
 - c. Substitutions: Equal per General Requirements.

E. Watertight Polyethylene Manhole Insert:

- Manufacturers:
 - a. Parsons.
 - b. Substitutions: Equal per General Requirements.

2.7 BEDDING AND BACKFILL MATERIALS

- A. Bedding: Clean course aggregate Gradation No. 57 conforming to GDOT Standard Specifications.
- B. Backfill around Structures: As specified in Section 31 23 00 –Excavation and Fill PART 3

EXECUTION

3.1 EXAMINATION

A. Verify items provided by other Sections of Work are properly sized and located.

- B. Verify built-in items are in proper location and ready for roughing into Work.
- C. Verify correct size of manhole and structure excavation.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other Sections.
- B. Do not install manholes and structures where site conditions induce loads exceeding structural capacity of manholes or structures.
- C. Inspect precast concrete manholes and structures immediately prior to placement in excavation to verify manholes and structures are internally clean and free from damage. Remove and replace damaged units.

3.3 INSTALLATION – GENERAL

- A. Excavation and Backfill:
 - 1. Excavate and backfill for manholes and structures in accordance with Section 31 23 00 in location and to depth shown. Provide clearance around sidewalls of manhole or structure for construction operations, backfill, and placement of geotextile filter fabric if required.
 - 2. When groundwater is encountered, prevent accumulation of water in excavations. Place manholes or structures in dry trench.
 - **3**. Where possibility exists of watertight manhole or structure becoming buoyant in flooded excavation, anchor manhole or structure to avoid flotation.
- B. Place foundation slab, trowel top surface level.
- C. Place precast manhole sections plumb and level, trim to correct elevations, anchor to foundation slab.
- D. As Work progresses, install steps and other fabricated metal items.
- E. Install cast-in-place manholes and structures supported at proper grade and alignment as shown on Drawings.
- F. Cut pipe to connect to structure as indicated on Drawings.
- G. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel as indicated on Drawings.
- H. Set cover frames and covers level without tipping, to correct elevations.

3.4 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Install underground precast utility structures in accordance with ASTM C891.
- B. Lift precast manholes and structures at lifting points designated by manufacturer.
- C. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and manhole or structure remains clean.

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- D. Set precast manholes and structures bearing firmly and fully on stone bedding, 8-inch minimum thickness, compacted to 95 percent maximum density per Section 31 23 00 or on other support system shown on Drawings.
- E. Assemble multi-section manholes and structures by lowering each section into excavation. Install rubber gasket joints between precast sections in accordance with manufacturer's recommendations. Lower, set level, and firmly position base section before placing additional sections.
- F. Remove foreign materials from joint surfaces and verify sealing materials are placed properly. Maintain alignment between sections by using guide devices affixed to lower section.
- G. Joint sealing materials may be installed on site or at manufacturer's plant.
- H. Verify manholes and structures installed satisfy required alignment and grade.
- I. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with non-shrink grout.

3.5 MASONRY MANHOLE AND STRUCTURE INSTALLATION

- A. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- B. Lay masonry units in running bond. Course one unit and one mortar joint to equal 8 inches.
- C. Form flush mortar joints.
- D. Lay masonry units in full bed of mortar, with full head joints, uniformly jointed with other Work.
- E. Install joint reinforcement 16 inches on center.
- F. Place joint reinforcement in first and second horizontal joints above base pad and below cover frame opening.

3.6 CAST-IN-PLACE CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Prepare crushed stone bedding or other support system shown on Drawings to receive foundation slab as specified for precast manholes and structures.
- B. Erect and brace forms against movement in accordance with GDOT Standard Specifications.
- C. Install reinforcing steel as indicated on Drawings and in accordance with GDOT Standard Specifications.
- D. Place and cure concrete in accordance with GDOT Standard Specifications.

3.7 CONNECTION TO EXISTING SEWER WITH MANHOLE

A. Stake out location and burial depth of existing sewer line in area of proposed manhole or structure.

- B. Carefully excavate around existing sewer line to adequate depth for foundation slab installation. Protect existing pipe from damage. Cut out soft spots and replace with granular fill compacted to 95 percent maximum dry density per Section 31 23 00.
- C. Prepare crushed stone bedding or other support system shown on Drawings, to receive foundation slab as specified for precast manholes and structures.
- D. Install manhole or structure around existing pipe in accordance with the appropriate paragraphs specified herein.
- E. Block upstream flow at existing manhole or structure with expandable plug.
- F. If flow is excessive, pump flow around new manhole to existing downstream manhole.
- G. Use hydraulic saw to cut existing pipe at manhole or structure entrance and exit and along pipe length at a point halfway up the outside diameter on each side of the pipe. Bottom half of pipe shall remain as manhole flow channel. Saw cut to have a smooth finish with top half of pipe flush with interior of manhole or structure.

3.8 SANITARY MANHOLE DROP CONNECTIONS

- A. Construct drop connections into sanitary manholes in accordance with Drawings.
- B. Concrete encase pipe drop connection to minimum of 2 feet outside of manhole.
- C. Form channel from pipe drop to sweep into main channel at maximum angle of 45 degrees.

3.9 CASTINGS INSTALLATION

- A. Set frames using mortar and masonry as indicated on Drawings. Install radially laid concrete brick with 1/4 inch thick vertical joints at inside perimeter. Lay concrete brick in full bed of mortar and completely fill joints. Where more than one course of concrete brick is required, stagger vertical joints.
- B. Do not install more than 3 courses of brick or more than 12 inches of masonry.

3.10 FIELD QUALITY CONTROL

- A. Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform soil compaction tests in accordance with Section 31 23 00.
- C. Perform hydrostatic tests.
 1. Notify Engineer 72 hours in advance of test and have witness test.
- D. Test cast-in-place concrete in accordance with ASTM C39.
- E. Test concrete manhole and structure sections in accordance with ASTM C497.
- F. Vertical Adjustment of Existing Manholes and Structures:
 - 1. Where required, adjust top elevation of existing manholes and structures to finished grades shown on Drawings.

- 2. Reset existing frames, grates and covers, carefully removed, cleaned of mortar fragments, to required elevation in accordance with requirements specified for installation of castings.
- 3. Remove concrete without damaging existing vertical reinforcing bars when removal of existing concrete wall is required. Clean vertical bars of concrete and bend into new concrete top slab or splice to required vertical reinforcement, as indicated on Drawings.
- 4. Clean and apply sand-cement bonding compound on existing concrete surfaces to receive cast-in-place concrete.

END OF SECTION

SECTION 22 1313 - FACILITY SANITARY SEWERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Pipe and fittings.
- 2. Nonpressure and pressure couplings.
- 3. Expansion joints and deflection fittings.
- 4. Backwater valves.
- 5. Cleanouts.
- 6. Encasement for piping.
- 7. Manholes.

1.3 DEFINITIONS

A. **FRP:** Fiberglass-reinforced plastic.

1.4 SUBMITTALS

- A. **Product Data:** For the following:
 - 1. Expansion joints and deflection fittings.
 - 2. Backwater valves.
- B. Shop Drawings: For manholes. Include plans, elevations, sections, details, and frames and covers.
- C. **Coordination Drawings**: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from sewer system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.
- D. **Profile Drawings**: Show system piping in elevation. Draw profiles to horizontal scale of not less than 1 inch equals 50 feet (1:500) and to vertical scale of not less than 1 inch equals 5 feet (1:50). Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.
- E. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.
- F. Field quality-control reports.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.

1.6 PROJECT CONDITIONS

- A. **Interruption of Existing Sanitary Sewerage Service**: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Owner no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Owner's written permission.

PART 2 - PRODUCTS

2.1 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

- A. **Pipe and Fittings**: ASTM A 74, Service and Extra-Heavy classes.
- B. **Gaskets:** ASTM C 564, rubber.
- C. Calking Materials: ASTM B 29, pure lead and oakum or hemp fiber.

2.2 HUBLESS CAST-IRON SOIL PIPE AND FITTINGS

A. **Pipe and Fittings**: ASTM A 888 or CISPI 301.

B. **CISPI-Trademark, Shielded Couplings**:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. ANACO-Husky.
 - b. Dallas Specialty & Mfg. Co.
 - c. Fernco Inc.
 - d. Mission Rubber Company; a division of MCP Industries, Inc.
 - e. Stant; a Tompkins company.
 - f. Tyler Pipe.
- 3. Description: ASTM C 1277 and CISPI 310, with stainless-steel corrugated shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

C. Heavy-Duty, Shielded Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. ANACO-Husky.
 - b. Clamp-All Corp.
 - c. Dallas Specialty & Mfg. Co.
 - d. Mission Rubber Company; a division of MCP Industries, Inc.
 - e. Stant; a Tompkins company.
 - f. Tyler Pipe.
- 3. Description: ASTM C 1277 and ASTM C 1540, with stainless-steel shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

D. Cast-Iron, Shielded Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. MG Piping Products Company.
- 3. Description: ASTM C 1277 with ASTM A 48/A 48M, two-piece, cast-iron housing; stainlesssteel bolts and nuts; and ASTM C 564, rubber sleeve with integral, center pipe stop.

E. Unshielded Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. ANACO-Husky.
- 3. Description: ASTM C 1277 and ASTM C 1461, rigid, sleeve-type, reducing- or transition-type mechanical coupling, with integral, center pipe stop, molded from ASTM C 1440, TPE material; with corrosion-resistant-metal tension band and tightening mechanism on each end.

2.3 DUCTILE-IRON, GRAVITY SEWER PIPE AND FITTINGS

- A. **Pipe:** ASTM A 746, for push-on joints.
- B. Standard Fittings: AWWA C110, ductile or gray iron, for push-on joints.
- C. Compact Fittings: AWWA C153, ductile iron, for push-on joints.
- D. Gaskets: AWWA C111, rubber.

2.4 DUCTILE-IRON, PRESSURE PIPE AND FITTINGS

A. **Push-on-Joint Piping**:

- 1. Pipe: AWWA C151.
- 2. Standard Fittings: AWWA C110, ductile or gray iron.
- 3. Compact Fittings: AWWA C153.
- 4. Gaskets: AWWA C111, rubber, of shape matching pipe and fittings.

B. Mechanical-Joint Piping:

- 1. Pipe: AWWA C151, with bolt holes in bell.
- 2. Standard Fittings: AWWA C110, ductile or gray iron, with bolt holes in bell.
- 3. Compact Fittings: AWWA C153, with bolt holes in bells.
- 4. Glands: Cast or ductile iron; with bolt holes and high-strength, cast-iron or high-strength, lowalloy steel bolts and nuts.
- 5. Gaskets: AWWA C111, rubber, of shape matching pipe, fittings, and glands.

2.5 ABS PIPE AND FITTINGS

- A. **ABS Sewer Pipe and Fittings**: ASTM D 2751, with bell-and-spigot ends for gasketed joints.
 - 1. NPS 3 to NPS 6 (DN 80 to DN 150): SDR 35.
 - 2. NPS 8 to NPS 12 (DN 200 to DN 300): SDR 42.
- B. **Gaskets**: ASTM F 477, elastomeric seals.

2.6 NONPRESSURE-TYPE TRANSITION COUPLINGS

A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.

B. Sleeve Materials:

- 1. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
- 2. For Concrete Pipes: ASTM C 443 (ASTM C 443M), rubber.
- 3. For Fiberglass Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
- 4. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
- 5. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

C. Unshielded, Flexible Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Dallas Specialty & Mfg. Co.

- b. Fernco Inc.
- c. Logan Clay Pipe.
- d. Mission Rubber Company; a division of MCP Industries, Inc.
- e. NDS.
- f. Plastic Oddities; a division of Diverse Corporate Technologies, Inc.
- 3. Description: Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.

D. Shielded, Flexible Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Cascade Waterworks Mfg.
 - b. Dallas Specialty & Mfg. Co.
 - c. Mission Rubber Company; a division of MCP Industries, Inc.

E. Ring-Type, Flexible Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Fernco Inc.
 - b. Logan Clay Pipe.
 - c. Mission Rubber Company; a division of MCP Industries, Inc.
- 3. Description: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.

F. Nonpressure-Type, Rigid Couplings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. ANACO-Husky.
- 3. Description: ASTM C 1461, sleeve-type, reducing- or transition-type mechanical coupling, molded from ASTM C 1440, TPE material; with corrosion-resistant-metal tension band and tightening mechanism on each end.

2.7 PRESSURE-TYPE PIPE COUPLINGS

A. **Manufacturers**: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. **Basis-of-Design Product**: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Cascade Waterworks Mfg.
 - 2. Dresser, Inc.
 - 3. Ford Meter Box Company, Inc. (The); Pipe Products Div.
 - 4. JCM Industries, Inc.
 - 5. Romac Industries, Inc.
 - 6. Smith-Blair, Inc.; a Sensus company.
 - 7. Victaulic Depend-O-Lok, Inc.
 - 8. Viking Johnson.
- C. **Tubular-Sleeve Couplings**: AWWA C219, with center sleeve, gaskets, end rings, and bolt fasteners.
- D. Metal, bolted, sleeve-type, reducing or transition coupling, for joining underground pressure piping. Include 150-psig minimum pressure rating and ends of same sizes as piping to be joined.
- E. Center-Sleeve Material: Manufacturer's standard.
- F. Gasket Material: Natural or synthetic rubber.
- G. Metal Component Finish: Corrosion-resistant coating or material.

2.8 EXPANSION JOINTS AND DEFLECTION FITTINGS

A. Ductile-Iron, Flexible Expansion Joints:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. EBAA Iron, Inc.
 - b. Romac Industries, Inc.
 - c. Star Pipe Products.
- 3. Description: Compound fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Include two gasketed ball-joint sections and one or more gasketed sleeve sections, rated for 250-psig (1725-kPa) minimum working pressure and for offset and expansion indicated.

B. Ductile-Iron Expansion Joints:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Dresser, Inc.
 - b. EBAA Iron, Inc.
 - c. JCM Industries, Inc.

- d. Smith-Blair, Inc.; a Sensus company.
- 3. Description: Three-piece assembly of telescoping sleeve with gaskets and restrained-type, ductileiron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Include rating for 250-psig (1725-kPa) minimum working pressure and for expansion indicated.

C. Ductile-Iron Deflection Fittings:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. EBAA Iron, Inc.
- 3. Description: Compound coupling fitting with ball joint, flexing section, gaskets, and restrainedjoint ends complying with AWWA C110 or AWWA C153. Include rating for 250-psig (1725kPa) minimum working pressure and for up to 15 degrees of deflection.

2.9 BACKWATER VALVES

A. Cast-Iron Backwater Valves:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Josam Company.
 - b. Smith, Jay R. Mfg. Co.
 - c. Tyler Pipe.
 - d. Watts Water Technologies, Inc.
 - e. Zurn Specification Drainage Operation; Zurn Plumbing Products Group.
- 3. Description: ASME A112.14.1, gray-iron body and bolted cover, with bronze seat.
- 4. Horizontal type; with swing check valve and hub-and-spigot ends.
- 5. Combination horizontal and manual gate-valve type; with swing check valve, integral gate valve, and hub-and-spigot ends.
- 6. Terminal type; with bronze seat, swing check valve, and hub inlet.

B. **PVC Backwater Valves**:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Canplas LLC.
 - b. IPS Corporation.
 - c. NDS.
 - d. Plastic Oddities; a division of Diverse Corporate Technologies, Inc.

- e. Sioux Chief Manufacturing Company, Inc.
- f. Zurn Light Commercial Products Operation; Zurn Plumbing Products Group.
- 3. Description: Horizontal type; with PVC body, PVC removable cover, and PVC swing check valve.

2.10 CLEANOUTS

A. Cast-Iron Cleanouts:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Josam Company.
 - b. MIFAB, Inc.
 - c. Smith, Jay R. Mfg. Co.
 - d. Tyler Pipe.
 - e. Watts Water Technologies, Inc.
 - f. Zurn Specification Drainage Operation; Zurn Plumbing Products Group.
- 3. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
- 4. Top-Loading Classification(s): Heavy Duty.
- 5. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

B. **PVC Cleanouts**:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Canplas LLC.
 - b. IPS Corporation.
 - c. NDS.
 - d. Plastic Oddities; a division of Diverse Corporate Technologies, Inc.
 - e. Sioux Chief Manufacturing Company, Inc.
 - f. Zurn Light Commercial Products Operation; Zurn Plumbing Products Group.
- 3. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.11 ENCASEMENT FOR PIPING

A. **Standard**: ASTM A 674 or AWWA C105.

- B. Material: high-density, cross-laminated polyethylene film of 0.004-inch minimum thickness.
- C. **Form:** Sheet or tube.
- D. **Color**: Black or natural.

2.12 MANHOLES

A. Standard Precast Concrete Manholes:

- 1. Description: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for sealant joints.
- 2. Diameter: 48 inches (1200 mm) minimum unless otherwise indicated.
- 3. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
- 4. Base Section: 6-inch (150-mm) minimum thickness for floor slab and 4-inch (100-mm) minimum thickness for walls and base riser section; with separate base slab or base section with integral floor.
- 5. Riser Sections: 4-inch (100-mm) minimum thickness, of length to provide depth indicated.
- 6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated; with top of cone of size that matches grade rings.
- 7. Joint Sealant: ASTM C 990 (ASTM C 990M), bitumen or butyl rubber.
- 8. Resilient Pipe Connectors: ASTM C 923 (ASTM C 923M), cast or fitted into manhole walls, for each pipe connection.
- 9. Steps: Individual FRP steps, FRP ladder, or ASTM A 615/A 615M, deformed, 1/2-inch (13-mm) steel reinforcing rods encased in ASTM D 4101, PP; wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches (1500 mm).
- 10. Adjusting Rings: Interlocking HDPE rings, with level or sloped edge in thickness and diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope. Include sealant recommended by ring manufacturer.
- 11. Grade Rings: Reinforced-concrete rings, 6- to 9-inch (150- to 225-mm) total thickness, with diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Designed Precast Concrete Manholes:

- 1. Description: ASTM C 913; designed according to ASTM C 890 for A-16 (ASSHTO HS20-44), heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for sealant joints.
- 2. Ballast: Increase thickness of one or more precast concrete sections or add concrete to manhole as required to prevent flotation.
- 3. Joint Sealant: ASTM C 990 (ASTM 990M), bitumen or butyl rubber.
- 4. Resilient Pipe Connectors: ASTM C 923 (ASTM C 923M), cast or fitted into manhole walls, for each pipe connection.
- 5. Steps: Individual FRP steps, FRP ladder, or ASTM A 615/A 615M, deformed, 1/2-inch (13-mm) steel reinforcing rods encased in ASTM D 4101, PP; wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches (1500 mm).

- 6. Adjusting Rings: Interlocking HDPE rings, with level or sloped edge in thickness and diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope. Include sealant recommended by ring manufacturer.
- 7. Grade Rings: Reinforced-concrete rings, 6- to 9-inch (150- to 225-mm) total thickness, with diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope.

C. Manhole Frames and Covers:

- 1. Description: Ferrous; 24-inch (610-mm) ID by 7- to 9-inch (175- to 225-mm) riser, with 4-inch-(100-mm-) minimum-width flange and 26-inch- (660-mm-) diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "SANITARY SEWER."
- 2. Material: ASTM A 536, Grade 65-45-12 ductile iron unless otherwise indicated.

D. Manhole-Cover Inserts:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. FRW Industries; a Syneco Systems, Inc. company.
 - b. Knutson Enterprises.
 - c. L. F. Manufacturing, Inc.
 - d. Parson Environmental Products, Inc.
- 3. Description; Manufactured, plastic form, of size to fit between manhole frame and cover and designed to prevent stormwater inflow. Include handle for removal and gasket for gastight sealing.
- 4. Type: Solid.

2.13 CONCRETE

- A. **General**: Cast-in-place concrete complying with ACI 318, ACI 350/350R (ACI 350M/350RM), and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. **Portland Cement Design Mix**: 4000 psi (27.6 MPa) minimum, with 0.45 maximum water/cementitious materials ratio.
 - 1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
 - 2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.
- C. **Manhole Channels and Benches**: Factory or field formed from concrete. Portland cement design mix, 4000 psi (27.6 MPa) minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.

- 1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - a. Invert Slope: 1 percent through manhole.
- 2. Benches: Concrete, sloped to drain into channel.
 - a. Slope: 4 percent.
- D. **Ballast and Pipe Supports**: Portland cement design mix, 3000 psi (20.7 MPa) minimum, with 0.58 maximum water/cementitious materials ratio.
 - 1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
 - 2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING INSTALLATION

- A. **General Locations and Arrangements**: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.
- F. Install gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent unless otherwise indicated.
 - 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.

- 3. Install piping with 36 inch minimum cover.
- 4. Install hub-and-spigot, cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
- 5. Install hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
- 6. Install ductile-iron, gravity sewer piping according to ASTM A 746.
- 7. Install ABS sewer piping according to ASTM D 2321 and ASTM F 1668.
- 8. Install PVC cellular-core sewer piping according to ASTM D 2321 and ASTM F 1668.
- 9. Install PVC corrugated sewer piping according to ASTM D 2321 and ASTM F 1668.
- 10. Install PVC profile sewer piping according to ASTM D 2321 and ASTM F 1668.
- 11. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.
- 12. Install PVC gravity sewer piping according to ASTM D 2321 and ASTM F 1668.
- 13. Install fiberglass sewer piping according to ASTM D 3839 and ASTM F 1668.
- 14. Install nonreinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
- 15. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
- G. Install force-main, pressure piping according to the following:
 - 1. Install piping with restrained joints at tee fittings and at horizontal and vertical changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
 - 2. Install piping with 36-inch minimum cover.
 - 3. Install ductile-iron pressure piping according to AWWA C600 or AWWA M41.
 - 4. Install ductile-iron special fittings according to AWWA C600.
 - 5. Install PVC pressure piping according to AWWA M23 or to ASTM D 2774 and ASTM F 1668.
 - 6. Install PVC water-service piping according to ASTM D 2774 and ASTM F 1668.
- H. Install corrosion-protection piping encasement over the following underground metal piping according to ASTM A 674 or AWWA C105:
 - 1. Hub-and-spigot, cast-iron soil pipe.
 - 2. Hubless cast-iron soil pipe and fittings.
 - 3. Ductile-iron pipe and fittings.
 - 4. Expansion joints and deflection fittings.
- I. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
 - 2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
 - 3. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.

- 4. Join ductile-iron, gravity sewer piping according to AWWA C600 for push-on joints.
- 5. Join ABS sewer piping according to ASTM D 2321 and ASTM D 2751 for elastomeric-seal joints.
- 6. Join PVC cellular-core sewer piping according to ASTM D 2321 and ASTM F 891 for solventcemented joints.
- 7. Join PVC corrugated sewer piping according to ASTM D 2321.
- 8. Join PVC profile sewer piping according to ASTM D 2321 for elastomeric-seal joints or ASTM F 794 for gasketed joints.
- 9. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
- 10. Join PVC gravity sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomericseal joints or ASTM D 3034 for elastomeric-gasket joints.
- 11. Join fiberglass sewer piping according to ASTM D 4161 for elastomeric-seal joints.
- 12. Join nonreinforced-concrete sewer piping according to ASTM C 14 (ASTM C 14M) and ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
- 13. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
- 14. Join dissimilar pipe materials with nonpressure-type, flexible or rigid couplings.
- B. Join force-main, pressure piping according to the following:
 - 1. Join ductile-iron pressure piping according to AWWA C600 or AWWA M41 for push-on joints.
 - 2. Join ductile-iron special fittings according to AWWA C600 or AWWA M41 for push-on joints.
 - 3. Join PVC pressure piping according to AWWA M23 for gasketed joints.
 - 4. Join PVC water-service piping according to ASTM D 2855.
 - 5. Join dissimilar pipe materials with pressure-type couplings.
- C. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
 - 1. Use nonpressure flexible couplings where required to join gravity-flow, nonpressure sewer piping unless otherwise indicated.
 - a. Shielded, flexible, or rigid couplings for pipes of same or slightly different OD.
 - b. Unshielded, increaser/reducer-pattern, flexible or rigid couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
 - 2. Use pressure pipe couplings for force-main joints.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Install FRP manholes according to manufacturer's written instructions.
- D. Form continuous concrete channels and benches between inlets and outlet.

- E. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 2 inches above finished surface elsewhere unless otherwise indicated.
- F. Install manhole-cover inserts in frame and immediately below cover.

3.5 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318.

3.6 BACKWATER VALVE INSTALLATION

- A. Install horizontal-type backwater valves in piping manholes or pits.
- B. Install combination horizontal and manual gate valves in piping and in manholes.
- C. Install terminal-type backwater valves on end of piping and in manholes. Secure units to sidewalls.

3.7 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts, and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 - 2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.
 - 3. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic areas.
 - 4. Use Extra-Heavy-Duty, top-loading classification cleanouts in roads.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.8 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping to building's sanitary building drains specified in Division 22 Section "Sanitary Waste and Vent Piping."
- B. Connect force-main piping to building's sanitary force mains specified in Division 22 Section "Sanitary Waste and Vent Piping." Terminate piping where indicated.
- C. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye fitting plus 6-inch (150-mm) overlap with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).

- 2. Make branch connections from side into existing piping, NPS 4 to NPS 20 (DN 100 to DN 500). Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).
- 3. Make branch connections from side into existing piping, NPS 21 (DN 525) or larger, or to underground manholes by cutting opening into existing unit large enough to allow 3 inches (76 mm) of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated. On outside of pipe or manhole wall, encase entering connection in 6 inches (150 mm) of concrete for minimum length of 12 inches (300 mm) to provide additional support of collar from connection to undisturbed ground.
 - a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi (20.7 MPa) unless otherwise indicated.
 - b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
- 4. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
- D. Connect to grease, oil and sand interceptors specified in Division 22 Section "Sanitary Waste Interceptors."

3.9 CLOSING ABANDONED SANITARY SEWER SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned Manholes: Excavate around manhole as required and use either procedure below:
 - 1. Remove manhole and close open ends of remaining piping.
 - 2. Remove top of manhole down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
- C. Backfill to grade according to Division 31 Section "Earth Moving."

3.10 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earth Moving." Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
 - 1. Use warning tape or detectable warning tape over ferrous piping.
 - 2. Use detectable warning tape over nonferrous piping and over edges of underground manholes.

3.11 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (600 mm) of backfill is in place, and again at completion of Project.
 - 1. Submit separate report for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
 - 5. Hydrostatic Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction and the following:
 - a. Fill sewer piping with water. Test with pressure of at least 10-foot (3-m) head of water, and maintain such pressure without leakage for at least 15 minutes.
 - b. Close openings in system and fill with water.
 - c. Purge air and refill with water.
 - d. Disconnect water supply.
 - e. Test and inspect joints for leaks.
 - 6. Air Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Option: Test plastic gravity sewer piping according to ASTM F 1417.
 - b. Option: Test concrete gravity sewer piping according to ASTM C 924 (ASTM C 924M).
 - 7. Force Main: Perform hydrostatic test after thrust blocks, supports, and anchors have hardened. Test at pressure not less than 1-1/2 times the maximum system operating pressure, but not less than 150 psig.
 - a. Ductile-Iron Piping: Test according to AWWA C600, "Hydraulic Testing" Section.
 - b. PVC Piping: Test according to AWWA M23, "Testing and Maintenance" Chapter.
 - 8. Manholes: Perform hydraulic test according to ASTM C 969 (ASTM C 969M).

- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.12 CLEANING

A. Clean dirt and superfluous material from interior of piping.

END OF SECTION

<u>Insurance and Risk Management Provisions</u> Professional Services- Sanitary Sewer Improvements

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURA	NCE	
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired a	utomobiles).	

4.	UMBRELLA LIABILITY	Per Occur	rence/Aggregate	\$2,000,	000/\$2,000,000
6.	CONTRACTORS POLLUTION LIAB Applicable to the work being performed.	ILITY	Each Occur	rence	\$1,000,000

*Or by endorsement to General Liability Policy for sudden and accidental

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an <u>Additional Insured</u> (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or selfinsurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:	SIGNATURE:
NAME:	TITLE:

DATE:	
-------	--

Effective 07-02-2019

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section <u>does not</u> contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications (not applicable)
 - ➢ Form C1 Georgia Utility License Contractor License
 - Form C2 Georgia General Contractors License
 - Form C3 Georgia Professional License
- Form D: Disclosure Form and Questionnaire

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** ______ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program^{*},² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20___.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _________behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program^{*,4} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20___.

Notary Public: _____

County: _____

Commission	Expires:	

³O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

ontractor's Name:
tility Contractor's Name:
xpiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

General Contractor's License Number:

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _______
Performing work as: Prime Contractor _____ Sub-Contractor _____
Professional License Type: ______
Professional License Number: ______
Expiration Date of License: ______

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)
FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

- 1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

(Date)

Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this	_ day of	, 20
---------	----------	------

(Legal Name of Proponent)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This ______, 20____, 20_____,

(Notary Public)

(Seal)

Commission Expires	
(Date)	

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report ("EEOR"), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

Title VI Non-Discrimination Policy (600-71)

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor <u>must</u> submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent <u>must</u> outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

- 1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
- 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor must demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate а "Good Faith Effort" in the solicitation of subconsultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding prebid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, subconsultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, subconsultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with their Technical Proposal.

- Exhibit A Promise of Non-Discrimination
- Exhibit C Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:

- Exhibit B Equal Employment Opportunity Report (EEOR)
- Exhibit D Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)
- Exhibit E Prime Contractor's Subcontractor Utilization Report (To be submitted monthly with pay applications)

All Contract Compliance documents Exhibits A, C and the EBO Plan are to be placed in a **separate sealed envelope** clearly marked **"CONTRACT COMPLIANCE"**. These documents are considered part of and must be submitted with the Technical Proposal.

),

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (______

Title

Firm Name

Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME:	TITLE:
SIGNATURE:	
ADDRESS:	
PHONE NUMBER:	_ EMAIL:

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TO EMPL	TAL OYED	TO MINO	TAL RITIES	Wł († Hisj Or	HITE Not panic igin)	BLAG AFR AMEF (No Hisp Ori	CK or ICAN RICAN ot of panic gin)	HISP or LA	ANIC TINO	AMEF INDI ALAS NAT	RICAN AN or SKAN FIVE AN)	AS	IAN	NAT HAW or OT PAC ISLAT (NH	TIVE AIIAN THER CIFIC NDER OP)	TW MC RAC	O or)RE CES
	М	F	М	F	М	F	М	F	М	F	M	F	М	F	M	F	М	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME:

EMAIL:

PHONE NUMBER: _____

SUBMITTED BY:

TITLE: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name

ITB/RFP Name & Number:_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \Box , is not \Box a minority or female owned and controlled business enterprise. (Check the appropriate box)

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

<u>\$</u>_____ or _____%

2. This information below must be completed and submitted with the bid/proposal if a **joint** venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name	Business Name	Business Name			
(a.)	(b.)	(c.)			
% of JV	% of JV	% of JV			
Ethnicity	Ethnicity	Ethnicity			
Gender	Gender	Gender			
Phone#	Phone#	Phone#			

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME:_ ADDRESS:		
EMAIL ADDRESS: CONTACT PERSON:	PHONE:	

ETHNIC GROUP*:	COUNTY CERTIFIED**
WORK TO BE PERFORMED:	
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:

%

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME:		
EMAIL ADDRESS:	PHONE:	
CONTACT PERSON:		
ETHNIC GROUP*:	COUNTY CERTIFIED**	
WORK TO BE PERFORMED:		
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	%
ADDRESS:		
EMAIL ADDRESS:	PHONE:	
CONTACT PERSON:		
ETHNIC GROUP*:	COUNTY CERTIFIED**	
WORK TO BE PERFORMED:		
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	%
SUBCONTRACTOR NAME:		
ADDRESS:		
EMAIL ADDRESS:	PHONE:	
CONTACT PERSON:		
ETHNIC GROUP*:	COUNTY CERTIFIED**	
WORK TO BE PERFORMED:		
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	%
SUBCONTRACTOR NAME:		
ADDRESS:		
EMAIL ADDRESS	PHONE.	
FTHNIC GROUP*	COUNTY CERTIFIED**	
WORK TO BE PERFORMED		
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	%
*Ethnia Grouper African American (AA	PE), Asian American (APE), Hispania Amer	ioon (UPP

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)
--

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:		Title:	
Business or Corpo	orate Name:		
Address:			
Telephone: ()			
Fax Number: ()		
Email Address:			

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR **PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by <u>ALL</u> known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To:______(Name of Prime Contractor's Firm)

From:______(Name of Subcontractor's Firm)

ITB/RFP Number:

Project Name:_____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)	(Subcontractor)
Signature	Signature
Title	Title
Date	Date

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

	REPORTING PERIOD	PROJECT NAME:	
		PROJECT NUMBER:	
FROM:			
		PROJECT LOCATION:	
TO:			

	PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: \$

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$

TOTAL AMOUNT PAID YEAR TO DATE: \$_____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Conte Starting Date	ract Period Ending Date
TOTALS						

Executed By:					
-	(Signature)		(Printed Name)		
Notary:		Date:			
My Commission Expires:					

General Conditions

SECTION 8

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the powerof-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

<u>Alternate bids</u> – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

<u>Base bid</u> – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

<u>Change Order</u> - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

<u>Construction Manager</u> - shall mean the individual designated in writing, by the Public Works Department as the Construction Manager.

<u>Contractor</u> - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

<u>Contract Documents</u>- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

<u>Contract Price</u> - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

<u>Contract Time -</u> shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

<u>Owner</u> or <u>County</u> - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

<u>Day</u> - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

<u>Director</u> - Director of the Public Works Department of Fulton County, Georgia or the designee thereof.

<u>Final Completion</u> - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

<u>Liquidated Damages</u> - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

<u>Notice to Proceed</u> - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

<u>Substantial Completion</u> - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

<u>Work</u> or <u>Project</u> - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract

documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents. If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results <u>within fourteen (14) days</u> of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The Country's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime.

The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive projectspecific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program. The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

- 1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
- 2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.
- D. PROTECTION OF THE WORK
 - 1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
 - 2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

- 1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.
- F. EMERGENCIES
 - 1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
 - 2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.
- G. SUSPENSION OF THE WORK
 - 1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
 - 2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.
- H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

- 1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
- 2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
- 3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;

- 2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
- 3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- 4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
- 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
- 6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
- 7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
- 8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- 9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and

any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the Construction Manager issues a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work and if performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment may be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the

work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
Мау	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 davs

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and

the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall
give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

Submittal of Invoices: Invoices shall be submitted as follows:

<u>Via Mail:</u> Fulton County Government 141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303 Attn: Finance Department – Accounts Payable

OR

Via Email: Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for security is substantial completion of the work shall be submitted to the must be contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

- 1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
- 2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
- 3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.

- 4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
- 5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
 - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the

Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.

- c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
- 6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a subsubcontractor, five (5) percent of the amount due to the subsubcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
- 7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
- 8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be

encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made <u>within</u> <u>twenty (20) days after the first observance</u> of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

- 2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
- 3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
- 4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
- 5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

- 1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
- 2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor

change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A <u>FINAL AFFIDAVIT</u>

TO FULTON COUNTY, GEORGIA

I, ______, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by ______ or any of his subcontractors in connection with the design and/or construction of ______ at Fulton County have been paid and satisfied in full as of ______, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Persor	ally app	beared	before	me this	·	day of				,
20	·					_, who	under	Oath	deposes	and
says	that	he	is				of	the	firm	of
				, that he	has read the a	bove sta	atemen	t and t	hat to the	best
of his k	nowledg	ne and	belief s	ame is ar	n exact true sta	tement.				

Notary Public

My Commission expires

END OF SECTION

SECTION 9

APPENDIX

See Succeeding Pages

APPENDIX A

FAA ADVISORY CIRCULAR 150/5370-2G



Advisory Circular

Subject: Operational Safety on Airports During Construction

Date: 12/13/2017 **Initiated By:** AAS-100 AC No: 150/5370-2G Change:

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 Application.

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. <u>Appendix A</u> contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph <u>2.13.5.3</u>, NAVAIDs.

- 2. Guidance for the use of orange construction signs was added. See paragraph <u>2.18.4.2</u>, Temporary Signs.
- 3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph <u>2.22.3.4</u>, Excavations.
- 4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See <u>Figure 2-1</u> and <u>Figure 2-2</u>.
- 5. Figures have been improved and a new <u>Appendix F</u> on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " \leftarrow " keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 Use of Metrics.

Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

7 Where to Find this AC.

You can view a list of all ACs at <u>http://www.faa.gov/regulations_policies/advisory_circulars/</u>. You can view the Federal Aviation Regulations at <u>http://www.faa.gov/regulations_policies/faa_regulations/</u>.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the <u>Advisory Circular</u> <u>Feedback</u> form at the end of this AC.

ohn R. Dermody

Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 **Overview.**

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 **Plan for Safety.**

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 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 Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

¹ Find Taxiway Design Group information in <u>AC 150/5300-13</u>, Airport Design.

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 <u>Allow for Temporary Changes to Operations.</u>

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in <u>Appendix E</u>.

1.2.4 <u>Take Required Measures to Revise Operations.</u>

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

1.2.5 <u>Manage Safety Risk.</u>

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

- 1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
- 2. Provide documents identified by the FAA as necessary to conduct SRM.
- 3. Participate in the SRM process for airport projects.
- 4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See <u>Appendix A</u> for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph <u>1.2.5</u>).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 Who Is Responsible for Safety During Construction?

1.4.1 <u>Establish a Safety Culture.</u>

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 <u>Assess Airport Operator's Responsibilities.</u>

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

1.4.2.1	Develop a CSPP that complies with the safety guidelines of <u>Chapter 2</u> ,
	Construction Safety and Phasing Plans, and Chapter 3, Guidelines for
	Writing a CSPP. The airport operator may develop the CSPP internally or
	have a consultant develop the CSPP for approval by the airport operator.
	For tenant sponsored projects, approve a CSPP developed by the tenant or
	its consultant.

- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See <u>AC 150/5370-12</u>, *Quality Management for Federally Funded Airport Construction Projects*. (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.2.13 Take immediate action to resolve safety deficiencies.
- 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
- 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
- 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <u>https://oeaaa.faa.gov/oeaaa/external/portal.jsp</u>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
- 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at <u>https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STR</u> <u>ATEGIC_EVENT_SUBMISSION_FORM.pdf</u>, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
- 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 <u>Define Construction Contractor's Responsibilities.</u> The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <u>https://oeaaa.faa.gov/oeaaa/external/portal.jsp</u>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.
- 1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

- 1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
- 2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
- 3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
- 4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
- 5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
- 7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
- 8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
- 9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 **Overview.**

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 **Submit the CSPP.**

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5×11 inch or 11×17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 <u>Submit an Outline/Draft.</u>

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

2.3.2 <u>Submit a CSPP.</u>

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 <u>Submit an SPCD.</u>

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 <u>Submit CSPP Revisions.</u>

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 **Meet CSPP Requirements.**

- 2.4.1 To the extent possible, the CSPP should address the following as outlined in <u>Chapter 3</u>, <u>Guidelines for Writing a CSPP</u>. Details that cannot be determined at this stage are to be included in the SPCD.
 - 1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
 - 2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
 - 3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
 - 4. Protection of navigation aids (NAVAIDs).
 - 5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
 - 6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
 - 7. Foreign Object Debris (FOD) management.
 - 8. Hazardous materials (HAZMAT) management.
 - 9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
- b. NOTAM.
- c. Emergency notification procedures.
- d. Coordination with ARFF Personnel.
- e. Notification to the FAA.
- 10. Inspection requirements.
 - a. Daily (or more frequent) inspections.
 - b. Final inspections.
- 11. Underground utilities.
- 12. Penalties.
- 13. Special conditions.
- 14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
 - a. General.
 - b. Markings.
 - c. Lighting and visual NAVAIDs.
 - d. Signs, temporary, including orange construction signs, and permanent signs.
- 15. Marking and signs for access routes.
- 16. Hazard marking and lighting.
 - a. Purpose.
 - b. Equipment.
- 17. Work zone lighting for nighttime construction (if applicable).
- 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
 - a. Runway Safety Area (RSA).
 - b. Runway Object Free Area (ROFA).
 - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph <u>2.22.3</u>.
 - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph <u>2.22.4</u>.
 - e. Obstacle Free Zone (OFZ).
 - f. Runway approach/departure surfaces.
- 19. Other limitations on construction.
 - a. Prohibitions.

b. Restrictions.

- 2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:
 - 1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
 - 2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including "night only" construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway "Aircraft Reference Code" usage.
 - 3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
 - 4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
 - 5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
- 6. Wildlife management. Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
- 7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
- 9. Notification of construction activities. Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
- 10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
- 11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
- 12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- 13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
- 14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Temporary orange construction signs.
 - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
- 15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
- 16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
- 17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

- 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
 - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- 19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see <u>AC 150/5370-12</u>, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 <u>Scope or Schedule Changes.</u>

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph <u>2.13.5.3.2</u> for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 <u>Phase Elements.</u>

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 <u>Construction Safety Drawings.</u>

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 Areas and Operations Affected by Construction Activity.

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See <u>Appendix E</u> for an example of a table showing temporary operations versus current operations. The tables in <u>Appendix E</u> can be useful for coordination among all interested parties, including FAA Lines of Business.
2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 <u>Partially Closed Runways.</u>

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See <u>Figure 2-1</u> for a desirable configuration.

2.7.1.1.2 <u>Displaced Thresholds.</u>

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See <u>Figure 2-2</u>.

- 2.7.1.2 Closing of aircraft rescue and fire fighting access routes.
- 2.7.1.3 Closing of access routes used by airport and airline support vehicles.
- 2.7.1.4 Interruption of utilities, including water supplies for fire fighting.
- 2.7.1.5 Approach/departure surfaces affected by heights of objects.
- 2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.



Figure 2-1. Temporary Partially Closed Runway



Figure 2-2. Temporary Displaced Threshold

Note: See paragraph 2.18.2.5.

2.7.2 <u>Mitigation of Effects.</u>

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

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 **Contractor Access.**

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph <u>2.18.2</u>.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 <u>Vehicle and Pedestrian Operations.</u>

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

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 Construction Equipment Parking.

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 Access and Haul Roads.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

- 2.9.2.4 Marking and lighting of vehicles in accordance with <u>AC 150/5210-5</u>, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*
- 2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.
- 2.9.2.6 Required escorts.
- 2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance** with the Airport Operator's Vehicle Rules and Regulations.

Specific training should be provided to vehicle operators, including those providing escorts. See <u>AC 150/5210-20</u>, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 Situational Awareness.

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 <u>General.</u>

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

- 1. Airport operations
- 2. ATCT

- 3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
- 4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.
- 2.9.2.9.2 <u>Areas Requiring Two-Way Radio Communication with the ATCT.</u> Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.
- 2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

- 2.9.2.9.4 Proper radio usage, including read back requirements.
- 2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.
- 2.9.2.9.6 Light Gun Signals.

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

2.9.2.10 Maintenance of the secured area of the airport, including:

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR- 00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 <u>Badging Requirements.</u>

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 Wildlife Management.

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

2.10.1 <u>Trash.</u>

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 <u>Tall Grass and Seeds.</u>

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

2.10.4 <u>Poorly Maintained Fencing and Gates.</u> See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See <u>AC 150/5210-24</u>, *Foreign Object Debris (FOD) Management*.

2.12 Hazardous Materials (HAZMAT) Management.

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

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

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

2.13.2 <u>NOTAMs.</u>

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to <u>AC 150/5200-28</u>, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph <u>2.7.1.1</u> about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

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

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

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

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See <u>Appendix A</u> to download the form. Further guidance is available on the FAA web site at <u>oeaaa.faa.gov</u>.

2.13.5.2 **Part 157.**

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

2.13.5.3 NAVAIDs.

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

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

- 1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
- 2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in <u>Appendix D</u>, <u>Construction Project Daily Safety Inspection Checklist</u>. See also <u>AC 150/5200-18</u>, *Airport Safety Self-Inspection*. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 **Special Conditions.**

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 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, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager, airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of <u>AC 150/5340-1</u>, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph <u>2.18.2.1.2</u>.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 <u>Permanently Closed Runways.</u>

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 <u>Temporarily Closed Runways.</u>

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See <u>Figure 2-3</u>. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with <u>AC 150/5340-1</u>. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph <u>2.7.1.1</u> for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.



Figure 2-3. Markings for a Temporarily Closed Runway

- 1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see <u>AC 150/5340-1</u>). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
- 2. Displaced Thresholds. Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See <u>AC 150/5340-1</u>. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

2.18.2.1.4 <u>Taxiways.</u>

1. **Permanently Closed Taxiways.** <u>AC 150/5300-13</u> *Airport Design,* notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See <u>Figure 2-4</u>.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 <u>Temporarily Closed Airport.</u> When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.
- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see <u>Figure 2-5</u>, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in <u>Figure 2-5</u>. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.
- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in <u>AC 150/5370-10</u>), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. <u>AC</u>

<u>150/5340-1</u>, *Standards for Airport Markings*, has additional guidance on temporary markings.



Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads

2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, Design and Installation Details for Airport Visual Aids, and fixture design in conformance with AC 150/5345-50, Specification for Portable Runway and Taxiway Lights. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, Maintenance of Airport Visual Aid Facilities, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See <u>AC 150/5345-55</u>, *Specification for L-893*, *Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. <u>Figure 2-6</u> shows a lighted X by day. <u>Figure 2-7</u> shows a lighted X at night.





Figure 2-7. Lighted X at Night



2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 <u>Partially Closed Runways.</u>

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 <u>Temporary Displaced Thresholds.</u>

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See <u>AC 150/5340-30</u> for details on lighting displaced thresholds. See <u>Figure 2-2</u>.

- 2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.
- 2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See <u>AC 150/5345-39</u>, *Specification for L-853, Runway and Taxiway Retroreflective Markers*.
- 2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See <u>AC 150/5370-10</u>.
- 2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in <u>AC 150/5340-30</u>. Battery powered, solar, or portable lights that meet the criteria in <u>AC 150/5345-50</u> may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with <u>AC 150/5345-44</u>, *Specification for Runway and Taxiway Signs*, and <u>AC 150/5340-18</u>, *Standard for Airport Sign Systems*.

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, Guidance for the Assembly and Installation of Temporary Orange Construction Signs. Many criteria in AC 150/5345-44, Specification for Runway and Taxiway Signs, are referenced in the Engineering Brief. Permissible sign legends are:

- 1. CONSTRUCTION AHEAD,
- 2. CONSTRUCTION ON RAMP, and
- 3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 <u>Takeoff Run Available (TORA) signs.</u>

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in <u>Figure F-1</u>.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of <u>AC 150/5220-23</u>, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 Hazard Marking, Lighting and Signing.

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 Barricades.

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 Lights.

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.** Examples are "No Entry" and "No Vehicles." Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 Air Operations Area – General.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades



2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to <u>AC 150/5370-10</u> for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in <u>AC 150/5300-13</u>. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph <u>2.13.5</u>) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see <u>AC 150/5300-13</u>). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See <u>AC 150/5300-13</u>). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See <u>AC 150/5300-13</u> for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 Excavations.

- 2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.
- 2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 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.

2.22.3 <u>Taxiway Safety Area (TSA).</u>

- 2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See <u>AC 150/5300-13</u>.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see <u>AC 150/5300-13</u>).
- 2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 Excavations.

- 1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
- 2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
- 3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
- 2.22.4.3.1 Taxiing speed is limited to 10 mph.
- 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
- 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs <u>2.18</u> and <u>2.20</u> are implemented.
- 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph <u>2.18.4.2</u> and <u>Appendix F</u>.
- 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
- 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 <u>Runway Approach/Departure Areas and Clearways.</u>

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in <u>AC 150/5300-13</u>. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 Caution About Partial Runway Closures.

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

2.23.1.1	No use of tall equipment (cranes, concrete pumps, and so on) unless a
	7460-1 determination letter is issued for such equipment.

- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See <u>AC 150/5370-10</u>.

2.23.2 <u>Restrictions.</u>

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 **Applicability of Subjects.**

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 **Graphical Representations.**

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph <u>3.9</u>) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from <u>AC 150/5370-12</u>. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 Phasing.

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph <u>3.8</u>, as appropriate.

3.8 Areas and Operations Affected by Construction.

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See <u>Appendix F</u> for sample operational effects tables and figures.

3.9 NAVAID Protection.

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph <u>3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination.</u> Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph <u>3.14 for the</u> issuance of NOTAMs as required. Include a reference to paragraph 3.16 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 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 Contractor Access.

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 <u>Two-Way Radio Communications.</u>

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 <u>Airport Security.</u>

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 Wildlife Management.

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph <u>3.10</u> for security (wildlife) fence integrity maintenance as required.

3.12 FOD Management.

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 HAZMAT Management.

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph <u>3.10</u> for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, <u>AC 150/5320-15</u>.

3.14 Notification of Construction Activities.

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 **Inspection Requirements.**

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph <u>3.14</u> for notification of utility owners of accidental utility disruption as required.

3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph <u>3.10</u> for compliance with airport safety and security measures and for radio communications as required. Include
a reference to paragraph <u>3.14</u> for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, <u>AC 150/5340-1</u>, *Standards for Airport Markings; <u>AC 150/5340-18</u>, <i>Standards for Airport Sign Systems;* and <u>AC 150/5340-30</u>, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph <u>3.14</u>. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <u>http://www.faa.gov/airports/</u>.

Number	Title and Description
AC 150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
	Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	Airport Field Condition Assessments and Winter Operations Safety
	Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	Hazardous Wildlife Attractants On or Near Airports
	Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	Painting, Marking, and Lighting of Vehicles Used on an Airport
	Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i>
	Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	Airport Design
	FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
AC 150/5210-24	Airport Foreign Object Debris (FOD) Management
	Guidance for developing and managing an airport foreign object debris (FOD) program

Table A-1. FAA Publications

Number	Title and Description
<u>AC 150/5320-15</u>	Management of Airport Industrial Waste
	Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
<u>AC 150/5340-1</u>	Standards for Airport Markings
	FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5340-18</u>	Standards for Airport Sign Systems
	FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5345-28</u>	Precision Approach Path Indicator (PAPI) Systems
	FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
<u>AC 150/5340-30</u>	Design and Installation Details for Airport Visual Aids
	Guidance and recommendations on the installation of airport visual aids.
<u>AC 150/5345-39</u>	Specification for L-853, Runway and Taxiway Retroreflective Markers
<u>AC 150/5345-44</u>	Specification for Runway and Taxiway Signs
	FAA specifications for unlighted and lighted signs for taxiways and runways.
<u>AC 150/5345-53</u>	Airport Lighting Equipment Certification Program
	Details on the Airport Lighting Equipment Certification Program (ALECP).
<u>AC 150/5345-50</u>	Specification for Portable Runway and Taxiway Lights
	FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
<u>AC 150/5345-55</u>	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

Number	Title and Description
<u>AC 150/5370-10</u>	Standards for Specifying Construction of Airports
	Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	Quality Management for Federally Funded Airport Construction Projects
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange</i> <i>Construction Signs</i>
FAA Order 5200.11	FAA Airports (ARP) Safety Management System (SMS)
	Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	Grasses Attractive to Hazardous Wildlife
	Guidance on grass management and seed selection.
FAA Form 7460-1	Notice of Proposed Construction or Alteration
FAA Form 7480-1	Notice of Landing Area Proposal
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <u>http://www.ecfr.gov/</u>.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <u>http://mutcd.fhwa.dot.gov/</u>.

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APPENDIX B. TERMS AND ACRONYMS

Table B-1. Terms and Acronyms

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at https://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://www.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at <u>http://www.faa.gov/airports/resources/forms/</u> .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
АТО	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, Certification of Airports.
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
НМА	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <u>AC 150/5300-13</u> for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <u>AC 150/5300-13</u> for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <u>AC 150/5300-13</u> .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to <u>Chapter 2</u>. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Coordination	Reference	Addressed?			Remarks			
		Yes	No	NA				
General Considerations								
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>							
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>							
Scheduling of the construction phases is properly addressed.	<u>2.6</u>							
Any formal agreements are established.	<u>2.5.3</u>							
Areas and Operation	ons Affected by C	onstruction A	ctivity					
Drawings showing affected areas are included.	<u>2.7.1</u>							
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>							
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>							
Access routes used by airport and airline support vehicles affected by the project are addressed.	2.7.1.3							
Underground utilities, including water supplies for firefighting and drainage.	2.7.1.4							

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	2.7.2.4				
	NAVAIDs				
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1,</u> <u>2.13.5.3.1,</u> <u>2.18.1</u>				
	Contractor Acces	S			
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5</u> , <i>Painting, Marking</i> <i>and Lighting of Vehicles Used on an</i> <i>Airport</i> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
W	ildlife Manageme	ent			
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign	Dbject Debris Ma	nagement			
The airport operator's FOD management procedures are addressed.	<u>2.11</u>				
Hazardo	ous Materials Mai	nagement			
The airport operator's hazardous materials management procedures are addressed.	<u>2.12</u>				
Notificatio	on of Construction	n Activities			
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2,</u> <u>2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	2.13.2				
Emergency notification procedures for medical, fire fighting, and police	2.13.3				

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	2.13.5.3.2				
Ins	pection Requirem	ients	-		
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
U	nderground Utilit	ties			
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
	Penalties				
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
	Special Condition	IS	-		
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
Runway and Taxiway Visual Aid	s - Marking, Ligl	nting, Signs, a	nd Visu	ial NA	VAIDs
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3,</u> <u>2.18.4.2,</u> <u>2.20.2.4</u>				

Coordination	Reference	Addressed?		Remarks		
		Yes	No	NA		
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>					
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>					
The requirement for lighting to conform to <u>AC 150/5340-30</u> , <i>Design</i> and Installation Details for Airport Visual Aids; <u>AC 150/5345-50</u> , Specification for Portable Runway and Taxiway Lights; and <u>AC</u> <u>150/5345-53</u> , Airport Lighting Certification Program, is specified.	<u>2.18.3</u>					
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2,</u> <u>2.18.3.2</u>					
The requirement for signs to conform to <u>AC 150/5345-44</u> , Specification for Runway and Taxiway Signs; AC 50/5340-18, Standards for Airport Sign Systems; and <u>AC 150/5345-53</u> , Airport Lighting Certification Program, is specified.	<u>2.18.4</u>					
Marking a	and Signs For Acc	cess Routes				
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>					
Hazard Marking and Lighting						
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>					

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	2.20.2.7				

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
Work Zone Lig	hting for Nighttin	ne Constructio	on		
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	2.21				
Protection of R	unway and Taxiw	yay Safety Are	as		ſ
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2,</u> <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	2.22.1.4				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?		Remarks	
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	2.22.3				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	2.22.6				
Other Li	mitations on Con	struction			
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.



Figure E-1. Phase I Example

- **Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.
- Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.



Figure E-2. Phase II Example

- **Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.
- Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.



Figure E-3. Phase III Example

Project		Runway 15-33 I	Extension and Repa	aving
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	³ ⁄4 mile	³ ⁄4 mile	³ ⁄4 mile	1 mile

Table E-1. Operational Effects Table

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Proje	ct	Runway 15-33 Extension and Repaving			ving
Phas	e	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15	TORA	7,820	7,320	8,320	9,320
Declared Distances	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33	TORA	7,820	7,320	8,320	9,320
Declared Distances	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runwa	y 15	LOC only	LOC only	LOC only	LOC only
Approach		RNAV	RNAV	RNAV	RNAV
Proced	ures	VOR	VOR	VOR	VOR
Runwa	y 33	ILS	ILS	ILS	LOC only
Appro	ach	RNAV	RNAV	RNAV	RNAV
Proced	ures	VOR	VOR	VOR	VOR
Runwa NAVA	y 15 IDs	LOC	LOC	LOC	LOC
Runwa NAVA	y 33 IDs	ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway (G ADG	IV	III	IV	IV
Taxiway (G TDG	4	4	4	4
ATCT (hou	rs open)	24 hours	24 hours	24 hours	0500 - 2000
ARFF I	ndex	D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway	y and Taxiwa	ay Edge Protection
-------------------	--------------	--------------------

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See <u>AC 150/5300-13</u> to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	:1

Table E-3. Protection Prior to Runway Threshold

*See <u>AC 150/5300-13</u> to complete the chart for a specific runway.

APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends

CONSTRUCTION AHEAD

CONSTRUCTION ON RAMP

RWY 4L TAKEOFF RUN AVAILABLE 9,780 FT



Figure F-2. Orange Construction Sign Example 1

Note: For proper placement of signs, refer to EB 93.



Figure F-3. Orange Construction Sign Example 2

Note: For proper placement of signs, refer to EB 93.
Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subj	ect: AC 150/5370-2G	Date:	
Plea	ese check all appropriate line	items:	
	An error (procedural or type	ographical) has been noted in paragraph	n on page
	Recommend paragraph	on page	_ be changed as follows:
	In a future change to this A (Briefly describe what you way	C, please cover the following subject: <i>int added.)</i>	
	Other comments:		
	I would like to discuss the a	above. Please contact me at (phone nun	nber, email address).
Subr	mitted by:	Date:	

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APPENDIX B

FAA ADVISARY CIRCULAR 150/5210-5D



U.S. Department of Transportation

Federal Aviation Administration

Advisory Circular

Subject: Painting, Marking, and Lighting of	Date: April 1, 2010	AC No: AC 150/5210-5D	
Vehicles Used on an Airport	Initiated by: AAS-100	Change:	

1. PURPOSE. This advisory circular (AC) provides guidance, specifications, and standards for painting, marking, and lighting of vehicles operating in the airport air operations area (AOA). The approved lights, colors, and markings herein assure the conspicuity of vehicles operating in the AOA from both the ground and the air.

2. CANCELLATION. This AC cancels AC 150/5210-5C, Painting, Marking, and Lighting of Vehicles Used on an Airport, dated August 31, 2007.

3. APPLICATION. The Federal Aviation Administration (FAA) recommends the guidelines and standards in this Advisory Circular for vehicles operating in the airport AOA. In general, use of this AC is not mandatory. *However*, use of this AC is mandatory for vehicles funded with federal grant monies through the Airport Improvement Program (AIP) and/or with revenue from the Passenger Facility Charges (PFC) Program. See Grant Assurance No. 34, "Policies, Standards, and Specifications," and PFC Assurance No. 9, "Standard and Specifications."

Vehicles covered by this AC that do not meet this standard may be used until the vehicle is repainted or replaced, but no later than **December 31, 2010.**

4. **PRINCIPAL CHANGES.** This AC contains new specifications and recommendations for the painting, marking, and lighting of Towbarless Tow Vehicles (TLTVs).

5. METRIC UNITS. To promote an orderly transition to metric units, this AC includes both English and metric dimensions. The metric conversions may not be exact equivalents, and until there is an official changeover to the metric system, the English dimensions will govern.

6. **COMMENTS OR SUGGESTIONS** for improvements to this AC should be sent to:

Manager, Airport Engineering Division Federal Aviation Administration ATTN: AAS-100 800 Independence Avenue, S.W. Washington, DC 20591

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

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PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT

1. SOURCES OF APPLICABLE DOCUMENTS.

a. American National Standards Institute, Inc. (ANSI), 25 West 43rd St. 4th Floor, New York, NY 10036. Website: **www.ansi.org**

b. American Society for Testing & Materials (ASTM), ASTM International, 100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959. Website: **www.astm.org**

c. The National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, Massachusetts 02169-7471. Website: **www.nfpa.org**

d. The U. S. General Services Administration (GSA), Centralized Mailing List Services, 501 West Felix Street, Whse 9, South End P.O. Box 6477, Fort Worth, Texas 76115-6477. Website: **www.gsa.gov**

e. The Superintendent of Documents, U.S. Government Printing Office, 732 North Capitol St. NW, Washington, DC 20401.

f. Society of Automotive Engineers, Inc. (SAE), 400 Commonwealth Drive, Warrendale, PA 15096-0001. Website: **www.sae.org**

g. FAA Advisory Circulars: U.S. Department of Transportation, Subsequent Distribution Office, Ardmore East Business Center, 3341 Q 75th Ave., Landover, MD 20785. Website: **www.faa.gov**

h. FAA Engineering Briefs: www.faa.gov/airports/engineering/engineering_briefs/

2. **DEFINITIONS.** The following definitions apply in this AC:

a. Vehicle – All conveyances, except aircraft, used on the ground to transport persons, cargo, equipment or those required to perform maintenance, construction, service, and security duties.

b. Air Operations Area (AOA) – The portion of airport that encompasses the landing, take off, taxiing, and parking areas for aircraft.

c. Airport Emergency Vehicles – Vehicles that are authorized in the AOA for emergency purposes (e.g., ambulances, aircraft rescue and fire fighting (ARFF) vehicles and emergency response vehicles) as authorized by the airport traffic control tower (ATCT) or an authorized onsite accident/incident commander.

d. Airport Operations Vehicles – Vehicles routinely used by airport operations personnel for airport inspection and duties associated with airfield operations (such as airfield condition reporting and Incident Command) on the AOA and Movement Area.

e. Airport Security Vehicles – Vehicles that are authorized in the AOA for security purposes, as needed (e.g. police cars).

f. Airfield Service Vehicles – Vehicles that are routinely used in the AOA for airfield service, maintenance, or construction (e.g. snow blowers, snowplows, maintenance trucks, and tractors).

g. Aircraft Support Vehicles – Vehicles that are routinely used in the AOA to support aircraft operations (e.g. aircraft pushback tractors, baggage/cargo tractors or trucks, air conditioning and aviation fuel trucks). These vehicles are typically owned by airlines, vendors, or contractors and are not eligible for Federal funding.

h. Reduced Visibility – Prevailing visibility is less than one statute mile (1609 meters) and/or the runway visual range (RVR) is less than 6,000 feet (1830 meters).

i. Movement Area – The runways, taxiways, and other areas of an airport/heliport that are used for taxiing/hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and parking areas. At those airports/heliports with an operating airport traffic control tower (ATCT), specific approval for entry onto the movement area must be obtained from air traffic control (ATC).

j. Other Vehicles – Vehicles that are not routinely authorized in the AOA (e.g. construction vehicles). These vehicles are typically owned by airlines, vendors, or contractors and are not eligible for Federal funding.

k. Peak Intensity – Peak intensity, for purposes of this document, means the maximum magnitude of luminescence as measured in candela.

I. Towbarless Tow Vehicle (TLTV) – a type of aircraft support vehicle whose main purpose is to tow aircraft in the AOA by way of nose gear capture.

3. VEHICLE PAINTING.

NOTE: Airport vehicle paint and markings are a safety of flight requirement. The approved colors/markings herein assure conspicuity of vehicles operating in the AOA from both the ground and air.

a. Airport Emergency Vehicles.

(1) Ambulances. Ambulance vehicles are painted per the most current version of Federal Specification KKK-A-1822, *Federal Specification for the Star-of-Life Ambulance*. Ambulances are not considered vehicles routinely operating on the AOA.

(2) Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Yellowish-green is the vehicle color standard. Color specifications are per Appendix A.

NOTE: A yellowish-green color provides optimum visibility during all light levels encountered during a 24-hour day and under variations of light that result from weather and seasonal changes.

b. Airport Operations Vehicles. Airport operations vehicles may be painted in colors designated by the airport operator. The characteristics must be coordinated with the respective ATCT and identified in the tower letter of agreement.

c. Airport Security Vehicles. Comply with specific state or local requirements.

d. Airfield Service Vehicles. Chrome yellow is the vehicle color standard. Color specifications are per Appendix A. When vehicles are equipped with bumper bars 8 inches (200 mm) or more in depth, the bars must be painted in alternate stripes 4 inches (100 mm) in width of chrome yellow and black inclined 45° to the vertical.

e. Aircraft Support Vehicles.

(1) Any color or combination of colors other than yellowish-green or chrome yellow. The bumper bar paint scheme in paragraph 3.d (of alternating chrome yellow and black stripe) is recommended.

(2) TLTVs. International orange is the vehicle color standard. Retroreflective tape covering more than 25 percent of the vehicle's vertical surfaces may be used as a temporary measure to meet this standard prior to scheduled vehicle painting.

f. Other Vehicles. Any color or combination of colors other than solid black or white.

4. VEHICLE MARKING.

a. Airport Emergency Vehicles.

(1) **Ambulances.** Ambulances are marked per the most current version of Federal Specification KKK-A-1822.

(2) **ARFF Vehicles.** Emergency rescue and fire fighting vehicles are marked with the letters "ARFF, "Fire," or "Rescue" and in accordance with 4.c.(1)-(5) of this AC.

b. Airport Operations Vehicles. Airport operations vehicles may be marked as designated by the airport operator. Marking must be coordinated with the respective ATCT and identified in the tower letter of agreement.

c. Airfield Service Vehicles and Aircraft Support Vehicles.

(1) Airport operator owned vehicles must display an identification number on each side and on the roof (the hood should be used if the vehicle has no roof).

(2) Side numbers will be a minimum of 16 inches (410 mm) in height and conspicuously located.

(3) Roof numbers will be a minimum of 24 inches (610 mm) in height and affixed with their bases toward the front of the vehicle. The identification numbers should provide sharp color contrast to the vehicle color.

(4) In addition to the identification numbers, airport operator-owned vehicles must display either the name of the airport and/or the airport insignia.

(5) To further improve night-time recognition of vehicles, a minimum 8 inch (200 mm) wide horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Type III & above) must be used around the vehicle's surface. Figures 1, 2, and 3 show suggested locations for the horizontal reflective band.



Figure 1: Suggested location for the horizontal reflective band, Option 1



Figure 2: Suggested location for the horizontal reflective band, Option 2



Figure 3: Suggested location for the horizontal reflective band, Option 3

(6) **TLTVs.** Retroreflective tape is used to outline the shape of a TLTV. If the vertical edge of the vehicle is rounded, the tape should be placed on the rounded portion to reflect light in both the horizontal and vertical planes. Where the placement of the tape may interfere with, or may be worn down by, maintenance or operational activities, tape is not required. Suggested locations for the retroreflective bands are shown in Figure 4.



Figure 4: Suggested placement of retroreflective tape on a TLTV

d. Airport Security and Other Vehicles.

(1) Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by a vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

(2) At airports without air traffic control facilities, flags must be provided on all vehicles.

(3) The flag must be at least a 3-foot by 3-foot (0.9 meter by 0.9 meter) square having a checkered pattern of international orange and white squares at least 1 foot (300 mm) on each side (see Appendix A for the fabric color specification).

5. VEHICLE LIGHTING.

a. Airfield Service, Aircraft Support, and Airport Operations Vehicles.

(1) The standard for identification lighting is a yellow flashing light that is mounted on the uppermost part of the vehicle structure. A steady yellow light designates vehicles limited to non-movement areas.

(2) The light must be visible from any direction, day and night, including from the air.

(3) Color specifications for vehicle identification lights are per Appendix B.

(4) **TLTVs.** An LED light bar placed above the operator's cab may be used in place of the rotating yellow flashing light. In addition, a yellow flashing light (of any type) must be installed on the upper left-rear and right-rear corners of the TLTV, and must be activated when an aircraft is in tow. The size of the rear flashing lights must be large enough to meet the requirements of Section 5.c, but not so large as to interfere with the normal or towing operations of the TLTV.

b. Airport Emergency, Security, and Other Vehicles, which are not escorted by a properly lighted vehicle, must be identified during periods of low visibility by a light.

c. Characteristics of Flashing Lights:

(1) Ambulance lights must meet the specifications in the most current version of Federal Specification KKK-A-1822, and ARFF vehicles must meet NFPA, state, and local requirements.

(2) Lights must have peak intensity within the range of 40 to 400 candelas (effective) from 0° (horizontal) up to 10° above the horizontal and for 360° horizontally. The upper limit of 400 candelas (effective) is necessary to avoid damage to night vision.

(3) From 10° to 15° above the horizontal plane, the light output must be $1/10^{\text{th}}$ of peak intensity or between 4 and 40 candelas (effective).

(4) Lights must flash at 75 ± 15 flashes per minute.

NOTES:

1. The effective intensity of a flashing light is equal to the intensity of a steady-burning (fixed) light of the same color that produces the same visual range under identical conditions of observation.

2. If xenon flashtubes are used, refer to AC 150/5345-43, Specification for Obstruction Lighting Equipment, for guidance concerning methods of calculating effective intensity.

d. Light Colors.

(1) Airport Emergency Vehicles.

(a) **Ambulances.** Per the most current version of Federal Specification KKK-A-1822.

(b) **ARFF Vehicles.** Red or a combination of red-and-white flashing lights per the chromaticity requirements in Appendix B.

(2) Airport Security Vehicles. Signal blue or a combination of red and signal blue flashing light per the chromaticity requirements in Appendix B.

(3) Airfield Service, Aircraft Support, Airport Operations, and Other Vehicles. Yellow flashing light per the chromaticity requirements in Appendix B.

APPENDIX A. COLOR SPECIFICATIONS

A-1. SPECIFICATIONS. Colors specified in Table A-1 are per the Commission Internationale de l'Eclairage (CIE) L*a*b* system of color specification. For a description of this system, refer to American Society for Testing & Materials (ASTM) D 2244, *Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.*

Standard	Chrome Yellow		Yellowish-Green		International Orange				
Illuminant D65 Usage	Vehicle Paint		Vehicle Paint		Vehicle Paint / Flag Fabric				
CIELAB DATA	L*	a*	b*	L*	a*	b*	L*	a*	b*
Centroid Color	72.8	24.4	77.6	78.3	-10.2	80.4	45.0	53.5	52.0
Point 1	72.8	31.8	82.9	78.3	-9.0	92.0	45.0	61.4	47.8
Point 2	72.8	25.5	66.7	78.3	-7.6	73.2	45.0	53.9	41.4
Point 3	72.8	18.0	69.3	78.3	-11.0	69.3	45.0	53.5	53.4
Point 4	72.8	22.4	86.0	78.3	-13.4	86.2	45.0	49.7	60.4
Light Limit	77.8			83.3			49.9		
Dark Limit	67.8			73.3			41.6		
Max A E		11.1			11.7			10.7	

Table A-1.	Specification	for vehicle and	flag colors
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A-2. COLOR TESTS. Acceptable colors are those that meet the gloss rating test and either a visual or an instrumental color test as follows:

NOTE: Flag fabric colors must meet either the instrumental tests in Table A-1 or the visual method described in paragraph A-2b(1).

a. Gloss Rating Test. This test is performed per ASTM D 523, *Standard Test Method for Specular Gloss*, on a paint sample of the color to be applied on the vehicle. An acceptable color sample is high gloss with a minimum gloss rating of 70 units, for 60° geometry.

b. Color Test Methods:

(1) Visual. Prepare a master specimen of the color (per Table A-1) and gloss (per paragraph A-2a). This specimen will be the master color and be used as the basis of comparison per ASTM D 5531-05, *Standard Guide for the Preparation, Maintenance, and Distribution of Physical Product Standards for Color and Geometric Appearance of Coatings.* To verify the paint color of a vehicle visually, vehicle paint samples must be

prepared and viewed per ASTM D 1729-96 (Reapproved 2009), Standard Practice for Visual Appraisal of Colors and Color Differences of Diffusely-Illuminated Opaque Materials.

(2) Instrumental. This test requires a test specimen sample and reference to Table A-1. All test specimen measurements should be conducted per ASTM E 1164-09a *Standard Practice for Obtaining Spectrometric Data for Object-Color Evaluation*. Test specimen tolerances must be per Table A-1 per the following:

(a) Plot the centroid color using the a* and b* CIELAB coordinate data from Table A-1 on graph paper or by entry of the coordinate data into a computer program. Plot and connect points 1 through 4 from the same table to form a quadrilateral; noting that the centroid color is within this figure. See Figure A-1 for plots of all three color specifications in Table A-1.

(b) Perform color sample measurements per ASTM E 1164-09a. If necessary, convert measurements to CIELAB L*, a*, and b* color space. See ASTM E 308-08, *Standard Practice for Computing the Colors of Objects by Using the CIE System*, for color space conversion formulae.

(c) An acceptable color is one that meets:

(i) the chromaticity requirements of the color samples a* and b* CIELAB coordinate data by falling within the quadrilateral;

(ii) the L* data lightness requirement by falling within the range defined by the light and dark data of Table A-1;

(iii) the total color difference (ΔE) by not exceeding the limits in Table A-1 when the CIELAB data are computed in the following formula:

$$\Delta E = (\Delta L^{*2} + \Delta a^{*2} + \Delta b^{*2})^{\frac{1}{2}}$$

where ΔL^* , Δa^* , and Δb^* values are the differences between those values for the centroid color in Table A-1 and those of the color sample measurements.



Figure A-1. Plot of selected color paint specifications

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APPENDIX B. COLOR SPECIFICATIONS FOR VEHICLE IDENTIFICATION LIGHTS

B-1. SPECIFICATIONS. The Society of Automotive Engineers (SAE) Standard J578 Revised December 2006, *Color Specification*, defines the acceptable color boundary limits and measurement of emitted red, white, signal blue, and yellow light for vehicle lights. This standard applies to the overall emitted color of light from the device in lieu of emitted light from any small area of the lens. The color of emitted light must fall within the color boundaries per SAE J578 Revised December 2006 (color boundary equations are in the standard) using color measurement methods detailed in the standard. See FAA Engineering Brief #67, Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures, for additional information and Alternative Lighting Devices.

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