

SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS

for

**CONSTRUCT TWO 80'X60' CLEAR SPAN  
HANGARS AND ACCESS TAXWAYS**

at the

**PARAGOULD MUNICIPAL AIRPORT**

Prepared for the

**PARAGOULD MUNICIPAL  
AIRPORT COMMISSION**

by

MARCH 2025

**PARAGOULD MUNICIPAL AIRPORT**  
**CONSTRUCT TWO 80' X 60' CLEAR SPAN HANGARS**  
**AND ACCESS TAXIWAYS**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>I GENERAL DOCUMENTS</b>	
Advertisement for Bids	A-1
Instructions to Bidders	IB-1
Proposal	P-1
Proposal Guaranty	PG-1
Proposal Bond	PB-1
Certification of Bidders Regarding Equal Employment Opportunity	CEEEO-1
Contract	C-1
Performance Bond	PEB-1
Payment Bond	PAB-1
<b>II GENERAL PROVISIONS</b>	
Section 10 Definition of Terms	GP-10-1
Section 20 Proposal Requirements and Conditions	GP-20-1
Section 30 Award and Execution of Contract	GP-30-1
Section 40 Scope of Work	GP-40-1
Section 50 Control of Work	GP-50-1
Section 60 Control of Materials	GP-60-1
Section 70 Legal Relations and Responsibility to Public	GP-70-1
Section 80 Prosecution and Progress	GP-80-1
Section 90 Measurement and Payment	GP-90-1
Section 100 Contractor Quality Control Program	C-100-1
Section 102 Temporary Air and Water Pollution, Soil Erosion, and Siltration Control	C-102-1
Section 105 Mobilization	C-105-1
<b>III MINIMUM WAGE RATE DECISION</b>	WR-1
<b>IV SPECIAL CONDITIONS</b>	
SC-01 General Description of the Work	SC-1
SC-02 Limits of Insurance	SC-1
SC-03 Time for Completion and Liquidated Damages	SC-2
SC-04 Special Instructions Regarding EEO	SC-3
SC-05 Legal Holidays	SC-4
SC-06 Security and Control of Access	SC-4
SC-07 Construction Activity and Aircraft Movements	SC-5
SC-08 Safety	SC-5
SC-09 Documents for the Contractor	SC-6

SC-10	NOTAMs	
SC-11	Cleanup	SC-6
SC-12	Project Meetings and Coordination	SC-6
SC-13	Schedules and Record Documents	SC-6
SC-14	Construction Layout	SC-6
SC-15	Index of Sheets	SC-7
		SC-7

V TECHNICAL SPECIFICATIONS

**Item Subject**

SP-1	80' X 60' Clear Span Hangar	
P-154	Subbase Course	SP-1-1
P-209	Crushed Aggregate Base Course	P-154-1
P-403	Asphalt Mix Pavement Surface Course	P-209-1
P-620	Runway, Taxiways, and Ramp Marking	P-403-1
D-701	Pipe for Storm Drains and Culverts	P-620-1
		D-701-1

Appendix A Construction Safety and Phasing Plan

## ADVERTISEMENT FOR BIDS

Sealed bids for "Construct Two 80'x60' Clear Span Hangars and Access Taxiways" will be received by the Paragould Municipal Airport Commission, at the office of Grimes Consulting Engineers, 2800 Cantrell Road, Suite 101, Little Rock, Arkansas, until 10:00 a.m., Wednesday, April 9, 2025, at which time and place the bids will be publicly opened and read aloud.

Some significant work items are:

80' x 60' Clear Span Hangars: .....2 L.S.  
Bituminous Surface Course: .....650 TONS

Copies of the Plans and "Specifications and Contract Documents" may be examined at the Paragould Municipal Airport at the Airport Manager's Office; and at the office of Grimes Consulting Engineers, Inc., 2800 Cantrell Road, Suite 101, Little Rock. Copies of the Plans and "Specifications and Contract Documents" (including proposal) may be obtained at the office of the Engineers at the purchase price of \$50.00 (non-refundable).

A proposal guaranty shall accompany each bid. The guaranty shall be either a bid bond (executed on the form furnished by the Owner), cashier's check, certified check, or other negotiable instrument equivalent to (5) percent of the amount of the bid, as assurance that the bidder will, upon acceptance of his/her bid, execute the Contract and cause to be executed a Performance Bond and Payment Bond, acceptable to the Owner, within 10 calendar days following notice of contract award. Such proposal guaranty shall be made payable to the City of Paragould.

It is the policy of the City of Paragould that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts.

All bidders shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract **2.63 percent** of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, African Americans, Hispanics, native Americans, Asian-Pacific Americans and Asian-Indian Americans. All bidders will be required to submit information concerning DBE Participation at the time of bidding. The information will include the name and address for each DBE, a description of the work performed by each named firm, and the dollar value of the contract (subcontract). If the bidder fails to achieve the contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive. The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications.

The Bidder must supply all the information required by the proposal form.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

The City of Paragould reserves the right to reject any or all bids and to waive formalities, except for conditions affecting Executive Order 11246.

Bids must remain in effect for 60 days after the bid opening date.

As a means of providing a secure and fair bid, No Plans, Specifications, or information will be provided to any "Plan Rooms".

Paragould Municipal Airport Commission

Roger Slayton  
Airport Manager

## INSTRUCTION TO BIDDERS

1. Explanation to Bidders. Any explanation desired by bidders regarding the meaning or interpretation of plans and specifications must be requested in sufficient time for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be furnished to all bidders by certified mail, or other appropriate means.
2. Conditions at Site of Work. Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility, and general character of the site. Contact person for access to the site is Dan Clinton or Joey Wallace (501)666-1500.
3. Competency of Bidders and Subcontractors. The Owner may make such investigations as he deems necessary to determine the ability of the bidder or any proposed subcontractor to perform the work. The bidder shall furnish to the Owner all such information and data (e.g. Arkansas contractor license number) for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Subcontractors shall be experienced in the phase of work for which they may be engaged. The qualification of any proposed subcontractor is subject to the same extent of investigation as a bidder. Before any work is subcontracted, approval of the proposed subcontractor must be given by the Owner.
4. Proposal Guaranty. Failure to submit a proposal (bid) guaranty with the bid may be cause for rejection. The bidder, at his option, may furnish a bid bond, postal money order, certified check, or cashier's check, or may deposit, in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required.

In case security is in the form of postal money order, certified check, or bonds or notes of the United States, the Owner may make such disposition of the same as will accomplish the purpose for which submitted. Checks may be held uncollected at the bidder's risk.
5. Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

Bidders must quote on all items; failure to do so may disqualify the bid.
6. Submission of Bids. Bids must be submitted as they are bound with the "Specifications and Contract Documents", as directed on the proposal form.

Bids must be submitted in sealed envelopes bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted, and the date of opening. If forwarded by mail, the sealed envelope containing the bid, and marked as directed above, must be enclosed in another envelope properly addressed.

7. Receipt and Opening of Bids. Bids shall be submitted prior to the time fixed in the Advertisement for Bids. Bids received after the time so fixed are late bids; late bids will not be considered, but will be held unopened and returned to the bidder.
8. Withdrawal of Bid. A bid may be withdrawn on written or telegraphic request received from bidder prior to the time fixed or opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
9. Bidders Present. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.
10. Bidders Interested in More Than One Bid. If more than one bid is offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
11. Award of Contract. The contract will be awarded as soon as practicable to the lowest bidder, price and other factors considered, provided his/her bid is reasonable and it is in the interest of the Owner to accept it.

The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. In case of error in the extension of prices, the unit price will govern.

See the "Award and Execution of Contract" section of the General Provisions of the Contract Documents (See Table of Contents).

12. Rejection of Bids. The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner; to reject the bid of a bidder who has previously failed to perform properly or to complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Owner, in a position to perform the contract.
13. Contract and Bonds. The bidder to whom award is made shall, within the time established, enter into a written contract with the Owner and furnish certificates of insurance coverage, a performance bond, and a payment bond. The bonds shall be in the amount of the awarded contract. Insurance coverage shall be in the amounts indicated in the "Special Conditions" (see Table of Contents).
14. Sanitary Provisions. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the Arkansas Health Department and all local ordinances. No nuisance will be permitted.
15. Claims. The Owner reserves the right to refuse to issue any vouchers and to direct that no payment shall be made to the Contractor in case the Owner has reason to believe that said Contractor has neglected or failed to pay any subcontractor, materialmen, workmen, or employee for work performed on or about the work included in these specifications until the Owner is satisfied that such subcontractors, materialmen, workmen, or employees have been fully paid.

16. Schedule of Construction Operations. A "Schedule of Construction Operations" -showing the phases of the work in the sequence proposed by the Contractor, and the time required to complete each phase -- will be required before issuance of the "Notice to Proceed". This schedule shall include the dates for beginning and completion of all phases of the work. If, in the opinion of the Engineer, the Contractor falls behind in his schedule, or will not be able to complete the project in the time limits, he may require the Contractor to revise his schedule and put additional personnel and/or equipment on the project.

The "Notice to Proceed" shall not be issued until the Engineer has approved the project schedule in writing.

The work shall begin at points designated by the Engineer, and shall be prosecuted in order directed. However, the "Schedule of Construction Operations" submitted by the Contractor will be considered when possible. Failure of the Contractor to comply with the schedule will be cause for withholding any payments that may be due the Contractor.

17. Drawings and Specifications on the Site. The Contractor shall keep one copy of the contract plans and specifications on the site of the work, in good order, available to the Owner, the Engineer, the FAA, and other appropriately interested parties.
18. Copies Furnished. The Engineer shall furnish to the successful Contractor, free of charge, two (2) sets of the Plans and "Specifications and Contract Documents". If additional sets are desired by the Contractor, they will be furnished at the cost of \$100.00 per set.
19. Manufacturer's Certification and Delivery Tickets. Unless otherwise specified, the Contractor shall furnish a manufacturer's certificate of compliance with the Specifications on all materials furnished. A delivery ticket on all material delivered to the job site shall be furnished to the Engineer.
20. Testing - General. An independent testing laboratory will be used for the project tests and will be selected by the Owner.

When the Contractor has prepared an item of work to the stage where testing is required, he shall notify the Engineer what portion of the project he desires to have tested. The Engineer shall initiate the tests required by the contract specifications.

Payment of testing by the Owner, and scheduling by the Engineer, does not relieve the Contractor of any responsibility in regard to meeting the job specification. If the Contractor desires additional tests, he may provide same for his own information.

There is no cost to the Contractor for the testing under this paragraph. The Contractor will be required to pay for the testing laboratory work on retesting areas that failed on initial tests.

21. Contractor's Liability Insurance Requirements. For those assets that are proposed to be used on this project, the bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

After bid opening, in the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost of the premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner may provide such additional coverage, naming the Contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required, or waive any requirement for additional coverage.

Third Party Coverage. In addition to the insurance described above, the Contractor shall also provide "Owner Protective" insurance that names as the insured the **Paragould Municipal Airport** Commission and Grimes Consulting Engineers, Inc., Little Rock, Arkansas. Such insurance shall be in full force during the life of this contract.

Contractor Access. Contractor access and work restriction is shown on Sheet 4 "Work Restrictions and Safety Plans"

## PROPOSAL

Paragould, Arkansas

Date

Proposal of \_\_\_\_\_,  
a Corporation organized and existing under the laws of the State of \_\_\_\_\_.

OR

Proposal of \_\_\_\_\_, a Partnership consisting  
of \_\_\_\_\_.

OR

Proposal of \_\_\_\_\_,  
an individual doing business as \_\_\_\_\_.

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the "Specifications and Contract Documents", including the Advertisement, Instructions to Bidders, Proposal, Proposal Bond, Contract, Performance Bond, Payment Bond, FAA General Provisions, Special Conditions, and Technical Specifications, and thoroughly understands their stipulation, requirements and provisions.

The undersigned bidder has determined the quality of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described as:

**"Construct Two 80' x 60' Clear Span Hangars and Access Taxiways"  
Paragould Municipal Airport**

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this Proposal, to execute within (10) days after notice of award, the required Contract, Performance Bond and Payment Bond, and furnish certificates of the required insurance coverage.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans and "Specifications and Contract Documents", and for all "extra work" which may be required in connection with the completion of the work as required.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease, and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following Unit Price Schedule (Page P-2).

# PARAGOULD MUNICIPAL AIRPORT

## CONSTRUCT TWO 80' X 60' CLEAR SPAN HANGARS ACCESS TAXIWAYS

### Unit Price Schedule

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
C-105	Mobilization	1	LS	\$ _____	\$ _____
SP-1-A	80' x 60' Clear Span Hangars	2	LS	\$ _____	\$ _____
P-154-5.1	Select Fill (Taxiway)	1,000	CY	\$ _____	\$ _____
P-154-5.2	Select Fill (Hangar)	500	CY	\$ _____	\$ _____
P-209-5.1	Crushed Aggregate Base Course - 8" (Taxiway)	650	CY	\$ _____	\$ _____
P-401-8.1	Asphalt Surface Course - 4" (Taxiway)	650	TON	\$ _____	\$ _____
D-701-5.1	48" Reinforced Concrete Pipe Culvert - Class III	100	LF	\$ _____	\$ _____
D-701-5.2	48" R.C.P. Flared End Section	2	EA	\$ _____	\$ _____
TOTAL BID					\$ _____

The undersigned bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud.

All extensions of the unit prices will be subject to verification by the Owner. In case of discrepancy between a unit price and its extension, the unit price will be considered to be the bid.

Accompanying this Proposal is a ( ) Certified Check, ( ) Bid Bond, ( ) Other \_\_\_\_\_ in an amount not less than five (5) percent of the total amount of bid which, it is agreed, shall be retained as liquidated damages by the **Paragould Municipal Airport** Commission if the undersigned fails to execute the Contract and furnish bond as specified within ten (10) days after formal notification of award to the undersigned.

The undersigned Bidder agrees to:

- (a) begin work within ten (10) calendar days after the "Notice to Proceed" is issued;
- (b) complete all work under this contract within **ninety (90)** calendar days.

Should he/she fail to fully complete the work within the above stated time, he/she shall pay the **Paragould Municipal Airport** Commission as fixed, agreed and liquidated damages, the sum specified in subparagraph TIME FOR COMPLETION AND LIQUIDATED DAMAGES of the SPECIAL CONDITIONS, for each calendar day of delay until the work is completed and accepted.

The Owner is planning for work in this Contract to begin in **June 2025**.

The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening thereof.

In submitting this bid, it is understood by the undersigned Bidder that the right is reserved by the **Paragould Municipal Airport** Commission to reject any and all bids.

The Bidder shall complete the following statements by checking the appropriate spaces. Failure to complete these boxes may be grounds for rejection of bid.

The Bidder has \_\_\_ has not \_\_\_ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has \_\_\_ has not \_\_\_ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of the required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the contract.

Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee  
1800 G Street  
Washington, DC 20506

**Certification of Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
(49 CFR PART 29)**

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

**Certification Regarding Foreign Trade Restrictions  
(49 CFR PART 30)**

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

- a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

Name of Bidder

By:  
(Signature)

\_\_\_\_\_  
Name & Title)

\_\_\_\_\_  
Witness (Print

\_\_\_\_\_  
(Office Address of Bidder)

SEAL (If Bidder is a Corporation)

- NOTES: 1. Sign in ink. Do not detach.  
2. All items listed in the Unit Price  
Schedule must be bid upon.

## PROPOSAL GUARANTY

(Optional, in Lieu of Proposal Bond)

Know All Men By These Presents, that \_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_

(Address)

has tendered the attached (cashier's or certified) check payable to the **Paragould Municipal Airport** Commission, to be held, cashed, forfeited or returned, pending the fulfillment of the following obligating conditions.

The condition of this obligation is such as to operate as a guarantee that the Contractor will fully and promptly execute a contract and cause to be executed a Performance Bond and a Payment Bond, acceptable to the Owner, as set forth in the Proposal or bid, should the same be accepted, and that not longer than ten (10) days after the receipt of notification of acceptance of his Proposal or bid, together with and accompanied by a Performance Bond and a Payment Bond, satisfactory to the Owner, in the amount of the contract. It is also required that the Contractor begin work within ten (10) days after Notice to Proceed by the Owner. Failure to perform or comply with any or all of the foregoing requirements, within the time set forth above, shall be just and adequate cause for the annulment of the award. It is understood that, in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Owner, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and the Performance Bond and Payment Bond, as set forth in the Proposal, be executed, the bonds being satisfactory to the Owner, this obligation shall be null and void, otherwise to remain in full force and effect.

In testimony whereof, the Contractor has caused these presents to be duly signed, witnessed and attested.

WITNESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

## PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_ as Principal  
(hereinafter called the "Principal"), and the \_\_\_\_\_

\_\_\_\_\_ duly organized under the laws of the State of \_\_\_\_\_ with its principal office in the city of \_\_\_\_\_, and authorized to do business in the State of Arkansas, as Surety (hereinafter called the "Surety"), are held and firmly bound unto the **Paragould Municipal Airport** Commission, **Paragould, Arkansas**, as Obligee (hereinafter called the "Owner"), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), good and lawful money of the United States of America, to be paid at sight, without protest, of which sum of money will and truly be paid, the said Surety binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed a Performance Bond and a Payment Bond acceptable to the Owner, all set forth in the Proposal or bid, should the same be accepted, and that not longer than ten (10) days after the receipt by the notification of acceptance of this Proposal and this receipt by the Principal of contract forms from the Owner, he will execute a contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid, together with and accompanied by a Performance Bond and a Payment Bond, satisfactory to the Owner, in the total amount of the contract; it is also required that the contractor begin work within ten (10) days after notice to proceed by Owner. Failure to perform or comply with any or all the foregoing requirements within the time set forth above, shall be just and adequate cause for the annulment of the award. It is understood that, in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Owner, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and the Performance Bond and the Payment Bond, as set forth in the Proposal, be executed, the bonds being satisfactory to the Owner, this obligation shall be null and void, otherwise to remain in full force and effect.

In testimony, the Principal and Surety caused these presents to be duly signed and sealed.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Witness)

(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_(Witness)

By: \_\_\_\_\_

(SEAL)

NOTE: Each agent representing such Surety Company must file with the Owner his/her Power of Attorney, duly executed by said Surety Company.

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**GENERAL**

**BIDDERS NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.** \_\_\_\_\_

**NONSEGREGATED FACILITIES**

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATION OF NONSEGREGATED FACILITIES:

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

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or

provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

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

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Paragould Municipal Airport** Commission, acting through its duly authorized representatives, party of the first part, hereinafter called the "Owner," and \_\_\_\_\_, party of the second part, hereinafter called the "CONTRACTOR."

WITNESSETH: That for and in consideration of the payment hereinafter mentioned, to be made and performed by the Owner, the CONTRACTOR hereby agrees with the Owner to commence and complete at the **Paragould Municipal Airport**:

The work is generally described as: **CONSTRUCT TWO 80' X 60' CLEAR SPAN HANGARS AND ACCESS TAXIWAYS**

The CONTRACTOR agrees to perform the work in accordance with the Plans, Specifications, and all provisions attached hereto and made a part hereof as though copied in full herein, for an at the prices bid in the proposal.

The Owner agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the price bid in the Proposal which is hereto attached, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

For the consideration above expressed, the CONTRACTOR agrees to begin work within ten (10) calendar days, after direction from the Owner, and complete the work within **ninety (90)** calendar days after the date of beginning. If the CONTRACTOR shall fail to complete the work in the time specified, he shall pay to a penalty, the amount referenced in the Proposal and specified in SPECIAL CONDITIONS for each day delayed; which shall be deducted from the final payment to be paid under this Contract; provided that extensions of time with waiver of liquidated damages may be granted as provided for in the Specifications.

The CONTRACTOR agrees to furnish a Performance Bond and a Payment Bond with an approved Surety thereon guaranteeing the performance of this Contract as required by the law of the State of Arkansas, in the principal amount not less than one hundred (100) percent of the amount of this Contract. Said bonds shall be conditioned upon full and complete performance of the Contract and for the payment of all labor, tools, equipment, and materials furnished by the CONTRACTOR entering into or incident to the work and shall guarantee the work against faulty workmanship or materials for a period of one (1) year after completion. The surety on said bonds shall be a Surety Company of financial resources satisfactory to the Owner and authorized to do business in the State of Arkansas.

Appendix A, "Wage, Labor, EEO, and Safety Requirements," consisting of Section A through F, is attached hereto and hereby made a part of this Contract.

Appendix B, "Minority Business Enterprise Contract Provisions," consisting of Parts A and B, is attached hereto and hereby made a part of this Contract.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original on the day and year first above written.

**PARAGOULD MUNICIPAL  
AIRPORT COMMISSION  
PARAGOULD, ARKANSAS**

By: \_\_\_\_\_  
(Party of the First Part)

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Party of the Second Part)

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

SEAL (If a Corporation):

## APPENDIX A

### WAGE, LABOR, EEO, AND SAFETY REQUIREMENTS

#### SECTION A (Federal Aviation Administration (FAA) Requirements)

- A-1 Airport and Airway Improvement Program Project. The work in this contract is included in Airport Improvement Project No. **3-05-0051-021-2025** which is being undertaken and accomplished by the **Paragould Municipal Airport** (Sponsor) in accordance with the terms and conditions of a grant agreement between the **Paragould Municipal Airport** (Sponsor) and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.
- A-2 Consent to Assignment. The contractor shall obtain the prior written consent of the **Paragould Municipal Airport** Commission (Sponsor) to any proposed assignment of any interest in or part of this contract.
- A-3 Convict Labor. No convict labor may be employed under this contract.
- A-4 Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515 (c)(1) and (2) of the Act. However, This preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- A-5 Withholding: Sponsor from Contractor. Whether or not payments or advances to the **Paragould Municipal Airport** Commission (Sponsor) are withheld or suspended by the FAA, the **Paragould Municipal Airport** Commission (Sponsor) may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.
- A-6 Nonpayment of Wages. If the Contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the **Paragould Municipal Airport** Commission (Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.
- A-7 FAA inspection and review. The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.
- A-8 Subcontracts. The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6 and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

- A-9 Contract Termination. A breach of paragraphs A-6, A-7 and A-8 may be grounds for termination of the contract.

SECTION B (Secretary of Labor Requirements)

B-1 Minimum wages.

- (a) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination(s) of the Secretary of Labor which is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. For the purpose of this paragraph, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of subparagraph (d) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period (29 CFR 5.5(a)(1)(i)). Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage skill, except as provided in paragraph B-4 of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided however, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination(s) (including any additional classifications and wage rates conformed under subparagraph (b) of this section) and the Davis-Bacon poster shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and readily accessible place where it can easily be seen by the workers.
- (b) (1) Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination(s) and which is to be employed under this contract, shall be classified or reclassified conformably to the wage determination(s). Approval will be given for an additional classification and wage rate, and fringe benefits therefor, only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the areas by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be and **Paragould Municipal Airport** Commission agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by City of **Paragould** to the FAA for tentative approval and transmittal to the Department of Labor, Employment Standards Administration, Administrator of the Wage and Hour Division, Washington, D.C. 20210. The Department of Labor will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the FAA or will notify the FAA within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under control number 1215-0140.) (29 CFR 5.5 (a)(1)(i)).

(3) In the event the contractor, the laborers or mechanics, including apprentices and trainees, to be employed in the classification or their representatives and the **Paragould Municipal Airport** Commission do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), **The Paragould Municipal Airport** Commission shall send the questions, including the views of all interested parties and the recommendation of the sponsor, to the FAA to be referred, with the recommendation of the FAA, to the Department of Labor for final determination. The Department of Labor will issue a determination within 30 days of receipt or provide notification within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2) and (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as a hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the FAA shall be referred to the Secretary of Labor for determination (29 CFR 5.5(a)(1)(iii)).
- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, however, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (29 CFR 5.5 (a)(1)(iv)). (Approved by the Office of Management and Budget under OMB control number 1215- 0140)

B-2 Withholding: FAA form sponsor.

Pursuant to the terms of the grant agreements between the United States and **Paragould Municipal Airport** Commission relating to Airport Improvement Project No. **3-05-0051-021-2025**, and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), the FAA shall upon its own action or

upon written request of an authorized representative of the Department of Labor may withhold or cause to be withheld from **Paragould Municipal Airport** Commission so much of the accrues payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices trainees and helpers, employed by the contractor or any subcontractor on the work, the full amount of the wages required by this contract. In the event of failure to pay any laborer or mechanics, including any apprentice, trainee or helper, employed or working on the site of the work all or part of the wages required by this contract, the FAA may, after written notice to the **Paragould Municipal Airport** Commission take further action as may be necessary to cause the suspension of any further payment or advance of funds until such violations have ceased (29 CFR 5.5(a)(2)).

B-3 Payrolls and basic records.

- (a) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address and social security number of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv) (see subparagraph (d) of paragraph B-1 above), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (29 CFR 5.5(a)(3)(i)). (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

- (b) (1) The contractor will submit weekly a copy of all payrolls to the **Paragould Municipal Airport** Commission for availability to the FAA, as required by paragraph 152.59(a). The payrolls submitted to be maintained by paragraph B-3(a) above. This information may be submitted in any form desired. The contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of management and Budget under OMB control number 1215-0149).

- (2) Each payroll shall be accompanied by a "Statement of Compliance", signed by the employer or his agent who pays or supervises the payment of persons employed under the contract and shall certify the following:

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3(2) of this section.

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

(c) The contractor will make the records required under the labor standards clauses of the contract available for inspection, copying or transcription by authorized representatives of the sponsor, the FAA and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

(d) If the contractor or subcontractor fails to submit the required records or to make them available, the FAA may, after written notice to the sponsor or contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. (29 CFR 5.5(a)(3)(ii)).

#### B-4 Apprentices and trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate determined by the Secretary of Labor for the classification of work he actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of the fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of the apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (29 CFR 5.5(a)(4)(i)).

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen on the job site shall be not greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at the trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (29 CFR 5.5(a)(4)(iii)).

- (c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this paragraph shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30 (29 CFR 5.5(a)(4)(iii)).
- (d) Application of 29 CFR Part 5.5(a)(4). On contracts in excess of \$2,000, the employment of all apprentices and trainees as defined in 29 CFR Part 5.2(c) shall be subject to the provisions of 29 CFR 5.5(a)(4) (see paragraph B-4 (a), (b) and (c) above).
- (e) Enforcement.
  - (i) The FAA shall promulgate the necessary regulations or procedures, for federally assisted construction programs for which it does not contract directly, necessary to ensure that contracts contain the provisions herein or such modifications thereof which have been approved by the Department of Labor. No payment, advance, grant, loan or guarantee of funds shall be approved by the FAA after the beginning of construction unless there is on file with the FAA a certification by the contractor that he and his subcontractors have complied or that there is substantial dispute with respect to the required provisions (29 CFR 5.6(a)(1)).
  - (ii) Enforcement activities, including the investigation of complaints of violations, to insure compliance with the requirements of these provisions shall be primary duty of the FAA. The Department of Labor will coordinate its efforts with FAA, as may be necessary to ensure consistent enforcement of the requirements of these provisions. Enforcement of these provisions shall be in accordance with 29 CFR 5.6.

B-5 Compliance with Copeland Regulations.

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference in this contract (29 CFR 5.5(a)(5)).

B-6 Compliance with Davis-Bacon and Related Acts Requirements.

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

B-7 Disputes concerning Labor Standards.

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

B-8 Certification of Eligibility.

- (a) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 19 U.S.C. 1001.

B-9 Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than  $1\frac{1}{2}$  times his basic rate of pay for all hours worked in excess of 40 hours in such workweek (29 CFR 5.5(c)(1)).

B-10 Violations, liability, for unpaid wages, liquidated damages.

In the event of any violation of paragraph B-6 of this provision, the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of said paragraph B-6 of this provision, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by said paragraph B-6 of this provision (29 CFR 5.5(c)(3)).

B-11 Withholding for unpaid wages and liquidated damages.

The FAA or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B-7 of this provision (29 CFR 5.5(c)(3)).

B-12 Working conditions.

No contractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) and other occupational and health standards (29 CFR Part 1910) issued by the Department of Labor.

B-13 Subcontracts.

The contractor or subcontractor shall insert in each of his subcontracts the clauses contained in paragraphs B-1 through B-11 of this provision, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the labor standards clauses set forth. (29 CFR 5.5(a)(6), 5.5(c)(4).

B-14 Contract termination; debarment.

A breach of clause B-1 through B-13 may be grounds for termination of the contract, and for the debarment as a contractor or subcontractor as provided in 29 CFR 5.12.

SECTION C (Equal Employment Opportunity Clause) - During the performance of this contract, the contractor agrees as follows:

- C-1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C-2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C-3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C-4 The contractor will comply with all provisions of Executive order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- C-5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- C-6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulation, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- C-7 The contractor will include the portion of the sentence immediately preceding paragraph C-1 and the provisions of paragraphs C-1 through C-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanction for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### SECTION D (Health and Safety Requirements)

- D-1 It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under Safety and Health Regulations for Construction, Title 29 Code of Federal Regulations Part 1926 promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards Act, 83 STAT. 96.

#### SECTION E (Air and Water Quality Standards)

- E-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, entitled Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

E-2 Contractor and subcontractors agree:

- a. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
- c. That as a condition for award of a contract he will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

SECTION F (Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended))

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins of any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central, or South America, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contract, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provision of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligation under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any efforts to achieve the plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization; the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure EEO. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipated doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than 1 month to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation, at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through p.). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide EEO and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The contractor shall not sue the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any contractor who fails to carry out these sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling obligations under these specification, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## APPENDIX B

### DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

#### PART A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors of this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

#### Part B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 3.45(i) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is **2.63 percent** of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the

airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is

not reasonably possible. A bid that fails to meet these requirements will be considered nonresponsive.

Agreements between bidder/proposer and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

**BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS  
(JAN 1991)**

- (a) The Contractor shall deliver only domestic steel and manufactured products under this contract as defined in paragraph (b) below.
- (b) The following terms apply to this clause:
  - 1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
  - 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
  - 3. Cost of Components. This means the costs of production of the components, exclusive of final assembly labor costs.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_, as Principal, hereinafter called "Principal", and \_\_\_\_\_, State of \_\_\_\_\_, as Surety, hereinafter called "Surety", are held and firmly bound unto the **Paragould Municipal Airport** Commission, as Oblige, hereinafter called "Owner", in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for:

**"Construct Two 80' x 60' Clear Span Hangars and Access Taxiways"**  
**Paragould Municipal Airport**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Act 351 of 1953 as amended.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SEAL

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
By (Attorney-in-fact)

NOTES:      Attach Power of Attorney.  
               Date of Bond must not precede date of Contract.  
               A copy of this Bond must be filed with the Circuit  
               Clerk in each county wherein the work is to be performed.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_, as Principal, hereinafter called "Principal", and \_\_\_\_\_, state of \_\_\_\_\_, as Surety, hereinafter called "Surety", are held and firmly bound unto the **Paragould Municipal Airport** Commission, as Obligee, hereinafter called "Owner", in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for:

**“Construct Two 80’ X 60’ Clear Span Hangars and Access Taxiways”  
Paragould Municipal Airport**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Act 351 of 1953 as amended.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SEAL

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
By (Attorney-in-fact)

NOTES:

Attach Power of Attorney.  
Date of Bond must not precede date of Contract.  
A copy of this Bond must be filed with the Circuit  
Clerk in each county wherein the work is to be performed.

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	<b>Calendar Day</b>	Every day shown on the calendar.
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the

Paragraph Number	Term	Definition
		contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident

Paragraph Number	Term	Definition
		<p>Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is <b>the City of Paragould</b> .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full

Paragraph Number	Term	Definition
		all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None.

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** See Page A-1.

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

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

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

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

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

Mobilization is limited to **10 percent** of the total project cost.

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

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

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

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

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

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

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

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

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

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

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

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

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

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

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

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

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **3** days prior to bid opening.

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

## Section 30 Award and Execution of Contract

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

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

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

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

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

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

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

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

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15** calendar days from the date mailed or otherwise delivered to the successful bidder.

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

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

## Section 40 Scope of Work

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

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

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

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

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

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

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

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance

with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the

work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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

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

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

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

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

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

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

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

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

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

## Section 50 Control of Work

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

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

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

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

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

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

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

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

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

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

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

**50-04 List of Special Provisions. Not Used for this Project.**

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

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

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

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

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

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

**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their

employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

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

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

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

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

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

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

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

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

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall

have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

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

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

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

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

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

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

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

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

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the

Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

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

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

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

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

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

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

**50-17 Value Engineering Cost Proposal. Not Used.**

## Section 60 Control of Materials

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

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

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

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

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

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

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

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

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

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

certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

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

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

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

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

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

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

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

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

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

**60-05 Engineer/ Resident Project Representative (RPR) field office. Not Used.**

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

Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

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

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

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

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

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

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

## Section 70 Legal Regulations and Responsibility to Public

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

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

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

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None.**

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

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

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

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

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

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

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

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 4 of the project plans.

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

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

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

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

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

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

The Contractor must conform to safety standards contained AC 150/5370-2, Operational Safety on Airports during Construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their

authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

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

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

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

**70-21 Insurance Requirements.** The Contractor shall procure and maintain during the life of this contract all insurance required under this paragraph. In case the insurance carried by the Contractor does not cover his/her Subcontractors, the contractor shall not permit any Subcontractor to commence work under his/her subcontract until he/she has also obtained all insurance required by this paragraph.

Evidence that the required insurance is in full force and effect may be by duly executed certificate, submitted to the Engineer for consideration by the Owner.

The minimum limits of insurance shall be as follows:

1. Public Liability Insurance in an amount not less than \$1,000,000 per occurrence.

2. Property Damage and Vehicle Liability Insurance in an amount not less than \$1,000,000 per occurrence.
3. Worker's Compensation Insurance in the amount of the Statutory Limit.

The Contractor shall also provide \$1,000,000 excess umbrella liability coverage.

In addition to the insurance described above, the Contractor also shall provide insurance which names as the insured (a) the **Paragould Municipal Airport** Commission, and (b) Grimes Consulting Engineers, Inc., Little Rock, Arkansas. Such insurance shall be in form similar to Owner's and Contractor's Protective Liability Policy and shall be in force during the life of this Contract. Limits of liability shall be as follows:

Bodily Injury Liability

\$1,000,000 each occurrence

Property Damage Liability and Physical Damage to Property

\$1,000,000 each occurrence

Third Party Coverage. In addition to the insurance described above, the contractor shall also provide "Owner Protective" insurance that the names as the insured the **Paragould Municipal Airport** Commission and Grimes Consulting Engineers, Inc., Little Rock, Arkansas. Such insurance shall be in full force during the life of this contract.

## Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

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

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

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

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

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

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

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

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

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

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

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

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

**See the Construction Phasing and Safety Plan.**

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

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

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

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

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

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

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

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

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

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

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

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

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due

to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

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

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

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

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time

The maximum construction time allowed for Schedules will be the sum of the time allowed for individual schedules but not more than **ninety (90)** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a

direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

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

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

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

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

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

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using **United States Customary Units of Measurement**.

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

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

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

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

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

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles

Term	Description
	shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p>

Term	Description
	<p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
<b>Pay Quantities</b>	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

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

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

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

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

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

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

**The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:**

**a. From the total of the amount determined to be payable on a partial payment, 10 percent of the first 50 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:**

**(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.**

**(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.**

**b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has**

received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

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

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

e. The Owner will notify the Contractor, in writing, within **seven (7)** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **14** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

- f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g.** When applicable per state requirements, return copies of sales tax completion forms.
- h.** Manufacturer's certifications for all items incorporated in the work.
- i.** All required record drawings, as-built drawings or as-constructed drawings.
- j.** Project Operation and Maintenance (O&M) Manual(s).
- k.** Security for Construction Warranty.
- l.** Equipment commissioning documentation submitted, if required.

## Part 2 – General Construction Items

### Item C-100 Contractor Quality Control Program (CQCP)

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

**100-2 Description of program.**

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least **10** calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

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

The QC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

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

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

**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

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

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

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

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

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

**100-7 Contractor QC testing facility.**

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test

frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

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

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

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

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

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

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.

(8) Photographs.

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

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

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

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

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

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

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

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

#### **100-12 Noncompliance.**

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

### **METHOD OF MEASUREMENT**

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

d. When 75% or more of the original contract is earned, an additional 20%.

e. After final inspection and acceptance of project, the final 10%.

### **BASIS OF PAYMENT**

#### **100-14 Payment will be made under:**

Item C-100 Contractor Quality Control Program (CQCP)

### **REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
------------	--

ASTM D3665	Standard Practice for Random Sampling of Construction Materials
------------	---

ASTM D3666

Standard Specification for Minimum Requirements for Agencies Testing  
and Inspecting Road and Paving Materials

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

### DESCRIPTION

**102-1.** This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

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

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

### MATERIALS

**102-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

**102-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

**102-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

**102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

### CONSTRUCTION REQUIREMENTS

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

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

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

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

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**102-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall

remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

### METHOD OF MEASUREMENT

**102-4.1** Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- a. Temporary seeding and mulching will be measured by the square yard (square meter).
- b. Temporary slope drains will be measured by the linear foot (meter).
- c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.
- d. All fertilizing will be measured by the ton (kg).
- e. Installation and removal of silt fence will be measured by the linear foot

**102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

### BASIS OF PAYMENT

**102-5.1** Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1e      Installation and removal of silt fence – per linear foot

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### Advisory Circulars (AC)

AC 150/5200-33	<i>Hazardous Wildlife Attractants on or Near Airports</i>
AC 150/5370-2	<i>Operational Safety on Airports During Construction</i>

#### ASTM International (ASTM)

ASTM D6461	<i>Standard Specification for Silt Fence Materials</i>
------------	--

#### United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel
---



### Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to **10** percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office. Not Used.**

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

Item C-105 Mobilization

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

Superseded General Decision Number: AR20240005

State: Arkansas

Construction Type: Building  
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Greene County in Arkansas.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 34.25	15.00
Forklift.....	\$ 33.25	15.00

-----  
IRON0321-010 08/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.00	21.21

-----  
PAIN0424-008 07/01/2021

	Rates	Fringes
PAINTER (Spray).....	\$ 16.25 **	10.42

-----  
SHEE0036-035 06/01/2021

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 24.44	13.66

-----  
SUAR2015-002 01/09/2017

	Rates	Fringes
BRICKLAYER.....	\$ 19.15	0.00
CARPENTER, Includes Drywall Hanging.....	\$ 14.18 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.08	0.00
ELECTRICIAN.....	\$ 21.95	6.36
LABORER: Common or General.....	\$ 10.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.32 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.08	0.00
OPERATOR: Bulldozer.....	\$ 18.14	0.00
PAINTER (Brush and Roller).....	\$ 15.68 **	0.00
PLUMBER.....	\$ 19.72	3.49
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.77	2.46
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **	0.00

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

=====

\*\* Workers in this classification may be entitled to a higher

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

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

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

-----

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

#### ----- WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

=====  
END OF GENERAL DECISION"

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 34.25	15.00
Forklift.....	\$ 33.25	15.00

IRON0321-010 08/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.00	21.21

PAIN0424-008 07/01/2021

	Rates	Fringes
PAINTER (Spray).....	\$ 16.25 **	10.42

SHEE0036-035 06/01/2021

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 24.44	13.66

SUAR2015-002 01/09/2017

	Rates	Fringes
BRICKLAYER.....	\$ 19.15	0.00
CARPENTER, Includes Drywall Hanging.....	\$ 14.18 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.08	0.00
ELECTRICIAN.....	\$ 21.95	6.36
LABORER: Common or General.....	\$ 10.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.32 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.08	0.00
OPERATOR: Bulldozer.....	\$ 18.14	0.00
PAINTER (Brush and Roller).....	\$ 15.68 **	0.00
PLUMBER.....	\$ 19.72	3.49
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.77	2.46
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **	0.00

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

=====  
\*\* Workers in this classification may be entitled to a higher

Superseded General Decision Number: AR20240005

State: Arkansas

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Greene County in Arkansas.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

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

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

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

#### ----- WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

-----

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.68	0.00
CARPENTER, Excludes Form Work....	\$ 15.92 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.36 **	0.00
FENCE ERECTOR.....	\$ 11.80 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 13.50 **	0.00
INSTALLER - GUARDRAIL.....	\$ 15.80 **	0.00
IRONWORKER, REINFORCING.....	\$ 14.20 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.95	9.26
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.95 **	0.00
LABORER: Common or General.....	\$ 13.57 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.51 **	0.00
OPERATOR: Asphalt Plant.....	\$ 17.67 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.73	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.49	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.94 **	0.00
OPERATOR: Bulldozer.....	\$ 18.01	0.00
OPERATOR: Crane.....	\$ 27.75	0.00
OPERATOR: Grade Checker.....	\$ 19.30	0.00
OPERATOR: Grader/Blade.....	\$ 19.75	0.00
OPERATOR: Loader.....	\$ 13.77 **	0.00
OPERATOR: Mechanic.....	\$ 22.42	0.00
OPERATOR: Milling Machine.....	\$ 20.95	0.00
OPERATOR: Oiler.....	\$ 16.06 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.31 **	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.30	0.00
OPERATOR: Roller.....	\$ 15.48 **	0.00
OPERATOR: Scraper.....	\$ 17.78	0.00

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

=====  
END OF GENERAL DECISION"

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

?SU? wage rates typically remain in effect until a new survey

Superseded General Decision Number: AR20240138

State: Arkansas

Construction Type: Highway

County: Greene County in Arkansas.

#### HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

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

Modification Number      Publication Date  
0                              01/03/2025

SUAR2014-010 07/21/2014

Washington, DC 20210

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

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

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

=====

END OF GENERAL DECISION"

OPERATOR: Screed.....	\$ 15.91 **	0.00
OPERATOR: Tractor.....	\$ 18.31	0.00
PILEDRIVERMAN.....	\$ 18.75	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.76 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.97 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.64 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.75 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.74 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 16.09 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 10.75 **	0.00

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

=====

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

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

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

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

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

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

## SPECIAL CONDITIONS

### SC-01 GENERAL DESCRIPTION OF THE WORK

Detailed descriptions of the several items of work are given in the TECHNICAL SPECIFICATIONS that follow. In general, the work consists of **Construct Two 80' x 60' Clear Span Hangars and Access Taxiways** at the **Paragould Municipal Airport**.

### SC-02 LIMITS OF INSURANCE

The Contractor shall procure and maintain during the life of this contract all insurance required under this paragraph. In case the insurance carried by the Contractor does not cover his/her Subcontractors, the contractor shall not permit any Subcontractor to commence work under his/her subcontract until he/she has also obtained all insurance required by this paragraph.

Evidence that the required insurance is in full force and effect may be by duly executed certificate, submitted to the Engineer for consideration by the Owner.

The minimum limits of insurance shall be as follows:

1. Public Liability Insurance in an amount not less than \$1,000,000 per occurrence.
2. Property Damage and Vehicle Liability Insurance in an amount not less than \$1,000,000 per occurrence.
3. Worker's Compensation Insurance in the amount of the Statutory Limit.

The Contractor shall also provide \$1,000,000 excess umbrella liability coverage.

In addition to the insurance described above, the Contractor also shall provide insurance which names as the insured (a) the **Paragould Municipal Airport** Commission, and (b) Grimes Consulting Engineers, Inc., Little Rock, Arkansas. Such insurance shall be in form similar to Owner's and Contractor's Protective Liability Policy and shall be in force during the life of this Contract. Limits of liability shall be as follows:

Bodily Injury Liability

\$1,000,000 each occurrence

Property Damage Liability and Physical Damage to Property

\$1,000,000 each occurrence

Third Party Coverage. In addition to the insurance described above, the contractor shall also provide "Owner Protective" insurance that the names as the insured the **Paragould Municipal Airport** Commission and Grimes Consulting Engineers, Inc., Little Rock, Arkansas. Such insurance shall be in full force during

the life of this contract.

### **SC-03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

All work under this contract must be accomplished within **ninety (90)** calendar days.

1. It is understood and agreed by and between the Owner and the Contractor that the time for completion herein set out is reasonable. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed" or the date work commences, whichever occurs first.
2. Extensions of time for completion, under the condition of 2.a. next below, will be granted; extensions may be granted (in accordance with paragraph GP 80-07, DETERMINATION AND EXTENSION OF CONTRACT TIME) under other stated condition:
  - a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
  - b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If however, it appears that the Contractor is delayed by conditions of weather, times and seasons, so unusual as not to be reasonably anticipated, extensions of time may be granted.
  - c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
    - (1) Priority or allocation order duly issued by the Federal Government.
    - (2) Acts of God, acts of the public enemy, acts of the Owner (except as provided in these specifications), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
    - (3) Any delays of subcontractors or suppliers occasioned by any of the causes specified in (1) or (2) above.
3. The amount of all extensions of time for whatever reason shall be determined by the Owner. In general, only actual (and not hypothetical) days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

The amount of Liquidated Damages to be assessed shall be eight hundred dollars (\$800.00) per day.

1. Time is an essential element to the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.
2. Should the Contractor fail to complete the work as set forth in the specifications, and within the time stipulated in the Contract, there shall be deducted the amount given above, for each day of delay, from any monies due or which may thereafter become due the Contractor, not as a penalty, but ascertained and liquidated damages.
3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without fault of the Contractor, he may recommend to the Owner that the contract time be extended as the conditions justify. If the Owner extends the contract time, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

#### **SC-04 SPECIAL INSTRUCTIONS REGARDING EEO**

##### **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority  
participation in  
each trade

8.0%

Goals for female  
participation in  
each trade

6.9%

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

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

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

#### **SC-05 LEGAL HOLIDAYS**

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day will be considered as holidays; no other days will be so considered. No engineering supervision or construction observation (or inspection) will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days, except in an emergency.

#### **SC-06 SECURITY AND CONTROL OF ACCESS**

All work on this project is inside the airport security fence and is subject to airport security procedures. The Contractor shall order his forces and work to insure the continued maintenance of airport security and control of access. Access is to be limited to only those personnel necessary for the work. At all times the Contractor shall cooperate with representatives of the **Paragould Municipal Airport** Commission and abide by the airport security requirements.

The prime contractor shall be responsible for obtaining all necessary security badges for his personnel as well as all of his subcontractors and all of the subcontractor's personnel. The prime contractor shall also be responsible for educating all personnel, as well as each of his subcontractor's, concerning the airport's security procedures.

All fines, including any and all associated costs, assessed the airport for failure to maintain security of the airport, which are a result of the prime contractor's or any of his subcontractor's negligence in maintaining the security of the airport, will be assessed the prime contractor and shall be deducted from any monies due

him or may thereafter become due him.

Procedures for gaining entry through airport security:

1. The contractor shall contact the Airport Manager at 870-239-7505 and proceed as directed.

No personal vehicles will be allowed inside the security fence.

#### **SC-07 CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS**

Waste and Loose Material. Waste and loose material capable of being blown about and causing damage to aircraft engine intakes, landing gears, propellers, etc., should not be placed on (or allowed to be blown onto) active aircraft movement areas. A small object picked up by an aircraft tire may cause the tire to blow out during a landing. A small piece of debris ingested by a turbine engine can result in costly engine damage.

#### **SC-08 SAFETY**

Safety at the airport is a prime concern of the **Paragould Municipal Airport** Commission and the Engineer. The Contractor shall promptly comply with any instruction given by any representative or agent of the Owner.

All construction activities shall be subject to the inspection of the **Paragould Municipal Airport** Commission, and shall meet its approval.

During hours of work, privately owned vehicles shall be parked only in approved areas, as directed by the Engineer.

#### **SC-09 DOCUMENTS FOR THE CONTRACTOR**

The Engineer will furnish at no cost to the Contractor two (2) sets of Plans and "Specifications and Contract Documents". Additional sets (for subcontractors, suppliers, etc.), if requested, will be furnished at the cost of \$50.00 per set.

#### **SC-10 NOTAMs**

In order to formally advise pilots of such information as construction activity on the airport, lights and aids temporarily out of service, etc., the FAA -- upon request from the Owner -- will disseminate notices via the National Notice to Airmen (NOTAM) telecommunications system. Such disseminated notices are known as NOTAMs.

The Contractor shall, through the Engineer, keep the Owner continuously informed of this construction operations in order that NOTAMs be kept current and reflect actual conditions with respect to construction activities on the airport.

#### **SC-11 CLEAN UP**

From time to time the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

Clean up will not be measured for separate payment, but shall be considered subsidiary to other items of work.

#### **SC-12 PROJECT MEETINGS AND COORDINATION**

A Preconstruction Conference will be scheduled by the Engineer (at a time convenient with the Owner and the FAA) before the issuance of the Notice to Proceed. The Engineer, the Contractor, and such subcontractors as the Contractor may desire, shall attend this meeting with the Owner and the FAA.

During the course of progress on the project, the Owner will schedule such coordination conferences as may seem expedient for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate the work under this Contract.

#### **SC-13 SCHEDULES AND RECORD DOCUMENTS**

After award of the Contract and before the issuance of the Notice to Proceed, the Contractor shall submit to the Engineer, in a form and to a detail acceptable to the Engineer, his/her proposed "Construction Schedule". This schedule is discussed in paragraph 100-04, General Provisions. The schedule shall cover all contract work items, it is not limited to those listed in paragraph 100-01.

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer for examination, and upon completion and acceptance of the work, shall be delivered to the Engineer for the Owner.

#### **SC-14 CONSTRUCTION LAYOUT**

With reference to Section 50 of the General Provisions, the Contractor shall layout his own work using horizontal and vertical control furnished by the Engineer, and he/she shall be responsible for all work executed under the contract. He/she shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from failure to do so.

#### **SC-15 INDEX OF SHEETS**

<u>NO.</u>	<u>TITLE</u>
1	TITLE SHEET
2	SUMMARY OF QUANTITIES
3	PROJECT LAYOUT PLAN
4	CONSTRUCTION SAFETY PLAN
5	TYPICAL SECTIONS
6	SITE PLAN
7	TYPICAL HANGAR PLAN

**SP-1**  
**HANGAR SPECIFICATIONS**  
**80' X 60' CLEAR SPAN HANGAR**

**1-1.0 SITE PREPARATION.**

**1-1.1** This item covers the preparation of the site for construction of the proposed hangar.

The attention of the bidder is directed to the need for careful examination of: (a) the entire project site, and (b) the requirements of this specification, to determine, at the time of bid preparation, the full extent of work to be done under the item "80' X 60' Clear Span Hangar".

**The Contractor must have a minimum of five years experience in the construction of aircraft hangars and hangar doors on public use airports.**

**1-1.2** This listing of various administrative and construction items represents an attempt to assist the bidder in identifying those items that will require significant or unusual expenditures that are (a) for items of administrative nature, or (b) items that are not readily adaptable to the conventional format of a separate technical specification. This item shall cover, but not be limited to the following items:

1. Bonds and Insurance
2. Contractor Staging Area
3. Electrical Service
4. Airport Security Requirements
5. Coordination with Utilities
6. Clean Up
7. Final Hangar Inspection and Adjustments

**1-2.1 Bonds and Insurance.** Items include the bidder's proposal guaranty, the Contractor's performance bond and payment bond, Contractor's insurance, and "third party" insurance coverage for the Owner and Engineer. All insurance requirements are presented in the Special Conditions, paragraph SC-02.

**1-2.2 Contractor Staging Area.** Use of areas around the project site must be coordinated and approved in advance by the Engineer. Prior to final acceptance of the project, the staging area shall be cleaned, re-graded, seeded, and restored, to its original condition, as directed by the Engineer.

**1-2.3 Electrical Service.** The Contractor shall install and connect electrical service and incidentals to provide a fully functional Hangar.

**1-2.4 Airport Security Requirements.** The Contractor shall abide by the Airport Security requirements that are outlined in SC-06 of the Special Conditions.

**1-2.5 Coordination with Utilities.** Before excavating in any area of the project, the

Contractor shall coordinate with all concerned private and public utilities, and the local office of the FAA, as necessary to ascertain the current status of underground lines.

**1-2.6 Clean Up.** The Contractor shall abide by clean up requirements that are outlined in paragraph SC-12 of the Special Conditions.

**1-2.7 Final Hangar Inspection and Adjustments.** The Contractor shall require the hangar manufacturer to make a final inspection of the Hangar and perform any required adjustments to the doors or other features. The manufacturer, through the Contractor, shall provide the Owner a written certification of the proper installation of the Hangar and Doors.

## **2-1.0 80' x 60' Clear Span Hangar**

### **2-1.1 Building Dimensions**

The building shall be a completely integrated system to the following dimensions:

	<b><u>BASE BID</u></b>
Clear door width-minimum	75'0"
Overall building length	60'0"
Overall building width	80'0"
Clear door height (open position)-minimum	18'0"

### **2-1.2 Building Contract Phases**

- A. Building and door material
- B. Concrete foundation and floor, steel erection
- C. Electrical

### **2-1.3 Design Requirements**

- A. The building, doors and other individual elements shall be designed to withstand the dead load of the structure and the following live loads:
  - 1. Live load – 20 lbs. per square foot
  - 2. Basic wind speed- 90 miles per hour
- B. In addition to the above loads the roofing shall be of sufficient strength so that, with the roof purlin or joist spacing used, it will safely carry a concentrated load of two hundred fifty (250) pounds applied to any one (1) square foot area.
- C. Deflection shall be as specified in applicable design codes.

- D. The roof for all units shall have a minimum one-twelfth ( $1 \frac{1}{2}$ ) pitch, but not greater than three twelfths ( $3/12$ ).
- E. Design shall comply with applicable local building code regulations, the IBC 2000 code, and in accordance with AISI and AISC requirements.

#### **2-1.4 Drawings**

- A. Fabrication of the hangars shall not start until approved shop drawings are returned to the manufacturer.
- B. All design drawings shall contain the seal of an Arkansas Registered Professional Engineer and shall show all reactions from dead, live, and wind loadings.
- C. Shop drawings shall show pertinent details of construction, methods of assembly, materials and finishes employed, dimensions, fasteners, details of anchorage and erection methods and sequences. Shop drawings shall show all building reactions for foundation design.
- D. Contractor must comply with all conditions of all applicable building codes and shall obtain all necessary building and electrical permits, shall provide all necessary review drawings, and shall pay all associated permit fees.

#### **2-1.4 Materials**

- A. Hot-rolled and structural steel shall conform to the current chemistry requirements of the American Society for Testing and Materials Specifications (ASTM) A36 with a minimum guaranteed yield stress of 36,000 lbs. per square inch (PSI) or A572 with a minimum guaranteed yield stress of 50,000 PSI.
- B. Light gauge structural steel for cold-formed members shall conform to the current chemistry requirements of ASTM A653 with a minimum guaranteed yield stress of 50,000 PSI, or ASTM A653 or A245 with a minimum yield stress of 33,000 PSI.
- C. High tensile bolts shall conform to the current requirements of ASTM A325 with heavy head, short thread and heavy nuts. Other bolts shall conform to the current requirements of the ASTM A307- Grade A. All bolts shall be electro-galvanized plated.

- D. Galvanized steel shall conform to the current requirements of ASTM A653. The class of zinc coating shall be a minimum of .90 ounces per square foot.
- E. Diagonal rods shall be fabricated from steel conforming to the current requirements of ASTM A36.

#### **2-1.6 Wall and Roof Covering and Fasteners**

- A. Exterior wall and hangar door sheeting shall be 26 gauge, ASTM A792, grade 80-AZ50 galvalume, with a one mil siliconized polyester finish selected from manufacturer's standard offerings and carrying a 20-year warranty. Panels shall have major-ribs of at least 1/4" high on a maximum of 12" centers. Panels to be factory pre-punched for application to framing members and shall be continuous from base to roof. Panels to be fastened with #14 X 3-4" self-tapping zinc-plated screws with bonded neoprene washers. Fasteners to be color coated to match wall and door sheeting.
- B. Roof sheeting shall be 26 gauge, ASTM A792 Grade 80-AZ50 galvalume with acrylic, protective coating and carrying a 20-year warranty. Panels shall have major-ribs of at least 1/4" high on a maximum of 12" centers. Panels shall be continuous from ridge to eave with a 12" overhang beyond the face of the bifold doors. Fasten panels to purlins with #12 x 1" heavy-duty zinc/aluminum/cast alloy headed self-drilling screws with bonded washers. Stitch screws to be #14 x 7/8" and similar in construction.
- C. Interior wall sheeting (bottom 8'± of side walls) shall be 26 gauge, ASTM A792 grade 80-AZ galvalume, with a one mil siliconized polyester finish selected from manufacturer's standard offerings and carrying a 20-year warranty. Panels shall have major-ribs of at least 1/4" high on a maximum of 12" centers. Panels to be factory pre-punched for application to framing members and shall be continuous from base to roof. Panels to be fastened with #14 x 3-4" self-tapping zinc-plated screws with bonded neoprene washers. Fasteners to be color coated to match wall and door sheeting.
- D. Building to include down spouts and gutters.

#### **2-1.7 Flashing and Insulation**

- A. Adequate prefinished flashing shall be provided at all joints to make sections weather-tight and to provide a pleasing appearance. Flashing and metal trim shall be shop fabricated so that no field cutting is required. No flashing shall be lighter than 26 gauge prefinished galvalume steel with same finish as wall and roof panels. Flashing shall be assembled and connected in such a manner that under full load conditions on the building,

there will be no buckling or interference with doors or other moving parts of the building.

- B. The gable ends of the building shall be made weather-tight by the use of a rake flashing. The flash shall provide an architecturally pleasing appearance.
- C. The roof, walls, and hangar doors shall be insulated with 2" thick fiberglass blanket insulation with a white heavy-duty reinforced polypropylene facing.

#### **2-1.8 Hydraulic Hangar Doors and Walk-In Doors**

- A. The hangar shall be furnished with one (1) one piece hydraulically operated overhead door.
- B. Doors shall be designed to withstand their own dead load plus the required wind load.
- C. Hangar door frames shall be made of galvanized steel complying with ASTM A653, Grade 50, Class 2, 14 gauge, G165 finish and fabricated for field bolted assembly.
- D. **Walk-in** doors for Hangar opening inward, shall be provided at locations shown in the plans. Door shall have a factory applied baked enamel finish. Lockset shall be an exterior commercial grade, stainless steel finish, cylinder type. That portion of the door and frame receiving the lockset and strike shall be solid core to provide a firm anchoring for the lock and strike. All door locks shall also be keyed alike to a master key system. Two (2) keys for each door lock and two (2) master keys shall be provided. Spring hinges shall be securely installed with pins inside the hangar.
- E. Provide a full-length durable nylon, reinforced, two (2) ply astragal weather strip at sill, and head of each door assembly. The material must resist sun, heat, freezing and tearing when frozen to ice. The weather strip at the door head shall also be attached to the roof in a manner to provide a weatherproof joint between the door and the top of the hangar. Door jambs shall be sealed by steel overlap flashings or appropriate rubber weatherstrips.
- F. The door shall be equipped with jamb locks to lock the door in the closed position. The locks may be manually operated to secure the door, but shall be so designed to release automatically when the door is to be opened to prevent warping and over stressing the door members and lifting mechanism. Provide automatic operating cane bolts at doorsill.

Cane bolts shall engage and disengage automatically in floor plates as door is opened and closed.

- G. Provide hinges at head and meeting door leaves properly placed and adequately designed to carry loads applied from wind, door loads, etc. and to provide smooth door operation without binding. All roller assemblies on doors shall be provided with grease fittings.
- H. Provide factory-trained assistance for door erection. Erect doors in accordance with manufacturer's recommendations and approved trade practice. Doors shall be hung plumb and true to building and shall open in a smooth continuous motion without binding and warping. Adjust all rollers, cables, shafts, hinges, locks, cane bolts, etc., for proper operation.
- I. The door shall be capable of being stopped and restarted, up or down, in any position. The operating unit shall be equipped with limit switches for automatic stop at the fully-opened and fully-closed positions. The operating mechanism shall be controlled by a three (3) position "dead man" control switch, wall-mounted approximately four (4) feet above the floor and four (4) feet from the hangar door. Provide a wall-mounted fused disconnect switch in vicinity of operating switch.

#### 2-1.9 Fabrication

- A. All building components less than 1/8" thick shall be manufactured from galvanized steel. Components greater than 1/8" thick shall have a one mil shop coat of rust inhibitive paint.
- B. Steel framing shall be factory punched for assembly by bolting; sidewall framing members shall be prepunched to accurate dimensions.
- C. Welding shall be done in accordance with the American Welding Society Code for building construction.

#### 2-1.10 Foundation

- A. The work includes the construction of a concrete foundation designed in accordance with the building manufacturer's requirements and all applicable local codes. **The Foundation Design shall be provided by the Contractor, and shall be designed in accordance with the selected hangar manufacturer requirements.** Installation shall include pouring the foundation to a smooth finish. No work shall be performed on the foundation prior to the Owner/Engineer receiving a copy of the Foundation Design sealed by the Designer.

- B. The foundation shall be designed to accommodate the hangar selected based upon allowable soil bearing pressure of 2,000 P.S.I. Footing depth shall be as required by local codes, with necessary anchor bolts placed therein to which the framework of the buildings may be securely attached. Anchor bolts shall not be less than one-half (1/2) inches in diameter.
- C. The center piers shall be of sufficient size to properly carry the load imposed by the building and the live plus dead load.
- D. Concrete shall be 4,000 PSI at 28-strength, air entrained. Bidder shall accept responsibility for accurate location of anchor bolts and piers, as well as accuracy of levelness, dimensions, and squareness of foundation.

#### **2-1.11 Concrete Floors**

- A. This work includes the construction of the Portland cement concrete floor below the entire Hangar area in accordance with generally accepted building procedures and any applicable building codes. Minimum floor thickness is 6 inches with 6" welded wire fabric. The floor shall be constructed over crushed aggregate base course with a 6" minimum thickness.
- B. Construction of the floor shall be supervised by a person thoroughly familiar with and completely trained and experienced in the necessary skills of concrete installation. In addition, adequate numbers of skilled workmen shall be present at the site to insure proper handling and installation of concrete flooring.
- C. Prior to construction, concrete installation areas shall be compacted to ninety-five (95%) percent of its maximum unit weight and be graded smooth to receive final material. An approved vapor barrier shall be placed prior to installing reinforcing.
- D. All concrete shall be 4,000 PSI at 28-day strength, air entrapped, slump test not to exceed three (3) inches. Concrete shall be provided from a reputable batch and mixing plant. Any concrete that does not meet these requirements shall be removed and replaced at hangar building contractor's expense. The concrete slab shall be steel and/or fiber mesh reinforced.
- E. Perimeter floor elevation shall be constant. Floor shall be notched according to manufacturer's recommendation to accommodate sheeting and inhibit water from entering the building.
- F. Construction joints shall be placed in slabs on approximately twelve (12) feet centers to prevent cracking, aircraft bay joints shall be quartered to

ensure a uniform lock. A fiber expansion material shall be placed between all asphalt and concrete surfaces.

G. Concrete shall have a smooth trowel finish.

H. All concrete slabs shall be cured with an approved concrete sealant.

#### **2-1.12 Erection**

- A. Buildings shall be installed in a workman-like manner. Erect members plumb and true with a minimum amount of field cutting, drilling and shimming. The contractor shall provide factory supervision during the erection of the hangars, sufficient to ensure complete and proper erection of the hangar and doors. The contractor shall machine any sharp edges to a smooth finish as determined acceptable by the owner.
- B. Field burning of members will be allowed only upon written approval of engineer.
- C. Field painting, except for touch-up of scratches, will not be allowed. Any panel requiring extensive painting shall be replaced.
- D. All panels shall be secured with a fastener spacing not greater than that recommended by manufacturer and by applicable code.
- E. Members that are warped or bent are unacceptable and shall be replaced, if, in the owner's opinion, they are unserviceable and cannot be corrected within fabrication tolerances.

#### **2-1.13 Electrical Work**

- A. Contractor shall provide all electrical work necessary for a fully-operational hangar.
- B. Electrical service with one meter shall be brought to the building site by the Contractor. (200 amp service)
- C. All electrical work shall be in accordance with the latest edition of the National Electric Code and meet all applicable local codes. Permits are required from local authorities and shall be obtained and paid for by the Contractor.
- D. The hangar shall have the following circuits: one (1) twenty (20) amp, one hundred ten (110) volt for interior overhead light fixtures, and one (1)

twenty (20) amp, one hundred ten (110) volt receptacle circuit. Breaker box layouts and locations are to be approved by the Owner and Engineer.

- E. The hangar shall be supplied with twelve (12) PLT-90100 (or equal) LED high bay 265 watt – 750 watt metal halide equal-500 kelvin-34715 lumens-120-277 bolt space fixtures for optimum lighting. The lights shall be operated by three (3) switches as shown on the plans. The hangar shall also contain ten (10) duplex three (3) prong receptacles, one hundred ten (110) volts rated at twenty (20) amp, and two (2) two hundred twenty (220) volt receptacle.

### **METHOD OF MEASUREMENT**

**3-1.1** All items discussed above, including site preparation, will be considered collectively as the 80' X 60' Clear Span Hangar, and measured as a complete item.

### **BASIS OF PAYMENT**

**4-1.1** Work completed, accepted, and measured as provided above will be paid for at the percentage of completion as determined by the Engineer, of the contract lump sum price for the 80' X 60' Clear Span Hangar, which price shall be full compensation for furnishing all materials and for all equipment, tools, labor and incidentals necessary to complete the work

Payment will be made under:

Item SP-1-A 80' x 60' Clear Span Hangar—per Lump Sum

## Item P-154 Subbase Course

### DESCRIPTION

**154-1.1** This item shall consist of a subbase course composed of granular materials constructed on a prepared subgrade or underlying course in accordance with these specifications, and in conformity with the dimensions and typical cross-section shown on the plans.

### MATERIALS

**154-2.1 Materials.** The subbase material shall consist of hard durable particles or fragments of granular aggregates. The material may be obtained from gravel pits, stockpiles, or may be produced from a crushing and screening plant with proper blending. The materials from these sources shall meet the requirements for gradation, quality, and consistency. The material shall be free from vegetative matter, excessive amounts of clay, and other objectionable substances; uniformly blended; and be capable of being compacted into a dense, stable subbase.

The subbase material shall exhibit a California Bearing Ratio (CBR) value of at least 20 when tested in accordance with ASTM D1883. The subbase material shall meet the gradation specified in the table below.

**Subbase Gradation Requirements**

Sieve designation	Percentage by weight passing sieves		Contractor's Final Gradation	Job Control Grading Band Tolerances <sup>1</sup> (Percent)
	Subbase Aggregate	Recycled pavement (RAP or RCO)		
3 inch (75 mm)	100			0
1 1/2 inch (37.5 mm)		100		0
3/4 inch (19.0 mm)	70-100	70-100		±10
No. 10 (2.00 mm)	20-100	20-100		±10
No. 40 (425 µm)	5-60	5-60		±5
No. 200 (75 µm)	0-15	0-15		±5

<sup>1</sup>The "Job Control Grading Band Tolerances" shall be applied to "Contractor's Final Gradation" to establish the job control grading band.

The portion of the material passing the No. 40 (425 µm) sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than six (6) when tested in accordance with ASTM D4318.

**154-2.2 Sampling and testing.**

**a. Aggregate base materials.** Samples shall be taken by the Contractor per ASTM D75 for initial aggregate subbase requirements and gradation. Material shall meet the requirements in paragraphs 154-2.1. The Contractor shall submit to the Resident Project Representative (RPR) certified test results showing that the aggregate meets the Material requirements of this section. Tests shall be representative of the material to be used for the project.

**b. Gradation requirements.** The Contractor shall take at least one aggregate subbase sample per day in the presence of the RPR to check the final gradation. Samples shall be taken from the in-place, un-compacted material at sampling locations determined by the RPR on a random basis per ASTM D3665. Sampling shall be per ASTM D75 and tested per ASTM C136 and ASTM C117. Results shall be furnished to the RPR by the Contractor each day during construction. Material shall meet the requirements in paragraph 154-2.1.

**154-2.3 Separation Geotextile.** Not used.

**154-2.4 Geogrid.** Not used.

### CONSTRUCTION METHODS

**154-3.1 General.** The subbase course shall be placed where designated on the plans or as directed by the RPR. The material shall be shaped and thoroughly compacted within the tolerances specified.

Granular subbases which, due to grain sizes or shapes, are not sufficiently stable to support the construction equipment without movement, shall be mechanically modified to the depth necessary to provide stability as directed by the RPR. The mechanical modification shall include the addition of a fine-grained medium to bind the particles of the subbase material sufficiently to furnish a bearing strength, so the course will not deform under construction equipment traffic.

**154-3.2 Preparing underlying course.** Prior to constructing the subbase course, clean the underlying course or subgrade of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances in accordance with Item P-152. Correct ruts, soft yielding spots in the underlying courses, and subgrade areas having inadequate compaction and/or deviations of the surface from the specified requirements, by loosening and removing soft or unsatisfactory material, adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D2487, the surface shall be stabilized prior to placement of the overlying course by mixing the overlying course material into the underlying course, and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements for the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the overlying course is placed. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

To protect the subgrade and to ensure proper drainage, spreading of the subbase shall begin along the centerline of the pavement on a crowned section or on the high side of pavements with a one-way slope.

**154-3.3 Control Strip.** The first half-day of subbase construction shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**154-3.4 Placement.** The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted. The material shall not be placed when the underlying course is soft or yielding.

The material shall meet gradation and moisture requirements prior to compaction. Material may be free-draining and the minimum moisture content shall be established for placement and compaction of the material.

The material shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

**154-3.5 Compaction.** The subbase material shall be compacted, adjusting moisture as necessary, to be within  $\pm 2\%$  of optimum moisture. The field density of the compacted material shall be at least 100% of the maximum density as specified in paragraph 154-3.9a. If the specified density is not attained, the area of the lift represented by the test shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**154-3.6 Weather limitation.** Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on subbase course shall not be conducted when the subgrade is wet or frozen or the subbase material contains frozen material.

**154-3.7 Maintenance.** No base or surface course shall be placed on the subbase until the subbase has been accepted by the RPR. The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, the Contractor shall verify that materials still meet all specification requirements before placement of additional material. Equipment may be routed over completed sections of subbase course, provided the equipment does not damage the subbase course and the equipment is routed over the full width of the completed subbase course. Any damage to the subbase course from routing equipment over the subbase course shall be repaired by the Contractor at their expense.

**154-3.8 Surface tolerance.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

**a. Smoothness.** The finished surface shall not vary more than  $\pm \frac{1}{2}$  inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge

shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

**b. Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/- 0.05 feet (15 mm) of the specified grade.

**154-3.9 Acceptance sampling and testing.** The aggregate base course shall be accepted for density and thickness on an area basis. Two test shall be made for density and thickness for each 1200 square yards (1000 square meters). Sampling locations will be determined on a random basis per ASTM D3665.

**a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per ASTM D1556. If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, use methods in ASTM D1557 and the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles.

**b. Thickness.** The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompact to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

## METHOD OF MEASUREMENT

**154-4.1** Subbase course shall be measured by the number of cubic yards (cubic meters) of subbase course material placed and compacted to specified density and plan thickness requirements in the completed course. The quantity of subbase course material shall be measured in final position based upon survey of the completed work computed from elevations to the nearest 0.01 foot (3 mm). On individual depth measurements, thicknesses more than 1/2 inch (12 mm) in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch (12 mm) in computing the yardage for payment. Subbase materials shall not be included in any other excavation quantities.

**154-4.2** Not Used.

## BASIS OF PAYMENT

**154-5.1** Payment shall be made at the contract unit price per cubic yard (cubic meter) for subbase course. This price shall be full compensation for furnishing all materials; for all preparation, hauling, and placing of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

**154-5.2** Not Used.

Payment will be made under:

Item P-154-5.1      Select Fill - per cubic yard (cubic meter)

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

### ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft <sup>3</sup> (2,700 kN-m/m <sup>3</sup> ))
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D4759	Practice for Determining the Specification Conformance of Geosynthetics
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

### American Association of State Highway and Transportation Officials (AASHTO)

M 288	Geotextile Specification for Highway Applications
-------	---

## Item P-209 Crushed Aggregate Base Course

### DESCRIPTION

**209-1.1** This item consists of a base course composed of crushed aggregate base constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross-sections shown on the plans.

### MATERIALS

**209-2.1 Crushed aggregate base.** Crushed aggregate shall consist of clean, sound, durable particles of crushed stone, crushed gravel, and shall be free from coatings of clay, silt, organic material, clay lumps or balls or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as consistent and uniform as practicable. Fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve shall consist of fines from the coarse aggregate crushing operation. The fine aggregate shall be produced by crushing stone, gravel, that meet the coarse aggregate requirements for wear and soundness. Aggregate base material requirements are listed in the following table.

**Crushed Aggregate Base Material Requirements**

Material Test	Requirement	Standard
<b>Coarse Aggregate</b>		
Resistance to Degradation	Loss: 45% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Percentage of Fractured Particles	Minimum 90% by weight of particles with at least two fractured faces and 98% with at least one fractured face <sup>1</sup>	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles <sup>2</sup>	ASTM D4791
<b>Fine Aggregate</b>		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

<sup>1</sup> The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

<sup>2</sup> A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

**209-2.2 Gradation requirements.** The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

**Gradation of Aggregate Base**

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances <sup>1</sup> (Percent)
2 inch (50 mm)	100		0
1-1/2 inch (37.5 mm)	95-100		±5
1 inch (25.0 mm)	70-95		±8
3/4 inch (19.0 mm)	55-85		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 <sup>2</sup> (425 µm)	10-30		±5
No. 200 <sup>2</sup> (75 µm)	[ 0-10 ]		±3

<sup>1</sup> The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

<sup>2</sup> The fraction of material passing the No 200 (75 µm) sieve shall not exceed two-thirds the fraction passing the No 40 (425 µm) sieve.

### 209-2.3 Sampling and Testing.

**a. Aggregate base materials.** The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 209-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

**b. Gradation requirements.** The Contractor shall take at least **two** aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

### 209-2.4 Separation Geotextile. Not used.

## CONSTRUCTION METHODS

**209-3.1 Control strip.** The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to

obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

**209-3.2 Preparing underlying subgrade and/or subbase.** The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

**209-3.3 Production.** The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 209-3.5, the approved material may be transported directly to the placement.

**209-3.4 Placement.** The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

**209-3.5 Compaction.** Immediately after completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least **100%** of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with **ASTM D1557**. The moisture content of the material during placing operations shall be within  $\pm 2$  percentage points of the optimum moisture content as determined by **ASTM D698**. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**209-3.6 Weather limitations.** Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

**209-3.7 Maintenance.** The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior

to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

**209-3.8 Surface tolerances.** After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompact to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

**a. Smoothness.** The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

**b. Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

**209-3.9 Acceptance sampling and testing.** Crushed aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each **1200 square yds (1000 m<sup>2</sup>)**. Sampling locations will be determined on a random basis per ASTM D3665

**a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least **100%** of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D1556. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**b. Thickness.** Depth tests shall be made by test holes at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompact to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

## METHOD OF MEASUREMENT

**209-4.1** The quantity of crushed aggregate base course will be determined by measurement of the number of cubic yards (cubic meters) of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

### BASIS OF PAYMENT

**209-5.1** Payment shall be made at the contract unit price per cubic yard (cubic meter) for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209-5.1      Crushed Aggregate Base Course - per cubic yard (cubic meter)

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft <sup>3</sup> (2700 kN-m/m <sup>3</sup> ))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity

ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
American Association of State Highway and Transportation Officials (AASHTO)	
M288	Standard Specification for Geosynthetic Specification for Highway Applications

## Item P-403 Asphalt Mix Pavement Surface Course

### DESCRIPTION

**403-1.1** This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

### MATERIALS

**403-2.1 Aggregate.** Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

## Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum for surface, asphalt binder, and leveling course Loss: 50% maximum for base course	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0 % maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more:  Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face <sup>1</sup>	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds (27200 kg):  Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face <sup>1</sup>	
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles with a value of 5:1 <sup>2</sup>	ASTM D4791
Bulk density of slag <sup>3</sup>	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29.

<sup>1</sup> The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

<sup>2</sup> A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

<sup>3</sup> Only required if slag is specified.

**b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

### Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0 % maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0 to 15% maximum by weight of total aggregate	ASTM D1073

**c. Sampling.** ASTM D75 shall be used in sampling coarse and fine aggregate, and ASTM C183 shall be used in sampling mineral filler.

**403-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

### Mineral filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

**403-2.3 Asphalt binder.** Asphalt binder shall conform to ASTM D6373 Performance Grade (PG).

PG High End Grades: 64 minimum, 76 maximum.

PG Low End Grades: -22 maximum

### Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084 <sup>1</sup>

<sup>1</sup> Follow procedure B on RTFO aged binder.

**403-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

### COMPOSITION

**403-3.1 Composition of mixture.** The asphalt plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

**403-3.2 Job mix formula (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF, and listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

**403-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 403-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least [ 30 ] days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The submitted JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 403-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 403-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 403-2.1 and 403-2.2.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each course and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).

- Percent of asphalt.
- Number of blows or gyrations.
- Laboratory mixing and compaction temperatures.
- Supplier recommended mixing and compaction temperatures.
- Plot of the combined gradation on the 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

**Table 1. Asphalt Design Criteria**

Test Property	Value	Test Method
Number of blows/gyrations	<b>50</b>	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
TSR <sup>1</sup>	not less than <b>80</b> at a saturation of 70-80%	ASTM D4867

<sup>1</sup> Test specimens for TSR shall be compacted at  $7 \pm 1.0$  % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

<sup>2</sup> AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

<sup>3</sup> Where APA not available, use Hamburg wheel test (AASHTO T 324) 10 mm@ 20,000 passes at 50°C.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply, be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

**Table 2. Aggregate - Asphalt Pavements**

<b>Sieve Size</b>	<b>Percentage by Weight Passing Sieve</b>
1 inch (25.0 mm)	--
3/4 inch (19.0 mm)	100
1/2 inch (12.5 mm)	90-100
3/8 inch (9.5 mm)	72-88
No. 4 (4.75 mm)	53-73
No. 8 (2.36 mm)	38-60
No. 16 (1.18 mm)	26-48
No. 30 (600 $\mu$ m)	18-38
No. 50 (300 $\mu$ m)	11-27
No. 100 (150 $\mu$ m)	6-18
No. 200 (75 $\mu$ m)	3-6
<b>Voids in Mineral Aggregate (VMA)<sup>1</sup></b>	<b>15</b>
<b>Asphalt Percent:</b>	
Stone or gravel	5.0-7.5
Slag	6.5-9.5
<b>Recommended Minimum Construction Lift Thickness</b>	<b>2 inch</b>

<sup>1</sup>To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

\*\*\*\*\*

**403-3.4 Reclaimed Asphalt Pavement (RAP).** NOT USED.

**403-3.5 Control strip.** A control strip is not required.

## CONSTRUCTION METHODS

**403-4.1 Weather limitations.** The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

**Table 4. Surface Temperature Limitations of Underlying Course**

Mat Thickness	Base Temperature (Minimum)	
	Degrees F	Degrees C
3 inches (7.5 cm) or greater	40	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

**403-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items:

**a. Inspection of plant.** The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

**b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

**403-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

**403-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

**403-4.4.1 Material transfer vehicle (MTV).** A material transfer vehicle is not required.

**403-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.11.

**403-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, capable of operating at slow

speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

**403-4.6.1 Density device.** The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall also supply a qualified technician during all paving operations to calibrate the density gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

**403-4.7 Preparation of asphalt binder.** The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of the unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

**403-4.8 Preparation of mineral aggregate.** The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

**403-4.9 Preparation of asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

**403-4.10 Application of Prime and Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**403-4.11 Laydown plan, transporting, placing, and finishing.** Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the

material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2e before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of **10 feet (m)** except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m). On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

**403-4.12 Compaction of asphalt mixture.** After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

**403-4.13 Joints.** The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. An asphalt tack coat or other product approved by the RPR shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

**403-4.14 Saw-cut grooving.** Saw-cut grooving is not required.

**403-4.15 Diamond grinding.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a minimum of 55 to 60 blades per 12 inches (300 mm) of cutting head width; grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that causes ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

**403-4.16 Nighttime Paving Requirements.** The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

### CONTRACTOR QUALITY CONTROL (CQC)

**403-5.1 General.** The Contractor shall develop a CQCP in accordance with Item C-100. No partial payment will be made for materials that are subject to specific QC requirements without an approved CQCP.

**403-5.2 Contractor quality control (QC) facilities.** The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the

Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

**403-5.3 Quality Control (QC) testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

**a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

**b. Gradation.** Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D5444 and ASTM C136, and ASTM C117.

**c. Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C566.

**d. Moisture content of asphalt.** The moisture content of the asphalt shall be determined once per lot in accordance with AASHTO T329 or ASTM D1461.

**e. Temperatures.** Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

**f. In-place density monitoring.** The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

**g. Smoothness for Contractor Quality Control.**

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement and between the start and stop of lanes place shall be evaluated separately for conformance with the plans.

**(1) Transverse measurements.** Transverse measurements shall be taken for each day's production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

**(2) Longitudinal measurements.** Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to the placement of the first lift and then prior to and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 403-4.15.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

**403-5.4 Sampling.** When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

**403-5.5 Control charts.** The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate

gradation, asphalt content, and VMA. The VMA for each day shall be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

**a. Individual measurements.** Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the JMF target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

**Control Chart Limits for Individual Measurements**

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 µm)	±3%	±4.5%
No. 200 (75 µm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

**b. Range.** Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of  $n = 2$ . Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for  $n = 3$  and by 1.27 for  $n = 4$ .

**Control Chart Limits Based on Range  
( $n = 2$ )**

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

**c. Corrective action.** The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

**403-5.6 Quality control (QC) reports.** The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with the CQCP described in Item C-100.

## **MATERIAL ACCEPTANCE**

**403-6.1. Quality Assurance Acceptance sampling and testing.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

**a. Quality Assurance (QA) testing laboratory.** The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

**b. Lot Size.** A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

**c. Asphalt air voids.** Plant-produced asphalt will be tested for air voids on a sublot basis.

**(1) Sampling.** Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

**(2) Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6926.

**d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

**(1) Sampling.** The Contractor will cut minimum 5 inches (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

**(2) Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

**(3) Thickness.** Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade.

Measurements of thickness will be made using the cores extracted for each subplot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or subplot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

**(4) Mat density.** One core shall be taken from each subplot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the TMD for that subplot.

**(5) Joint density.** One core centered over the longitudinal joint shall be taken for each subplot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

#### **403-6.2 Acceptance criteria.**

**a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

**b. Air voids.** Acceptance of each lot of plant produced material for air voids will be based upon the average air void from the sublots. If the average air voids of the lot are equal to or greater than 2% and equal to or less than 5%, then the lot will be acceptable. If the average is below 2% or greater than 5%, the lot shall be removed and replaced at the Contractor's expense.

**c. Mat density.** Acceptance of each lot of plant produced material for mat density will be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 94%, the lot will be acceptable. If the average mat density of the lot is below 94%, the lot shall be removed and replaced at the Contractor's expense.

**d. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 92%, the lot will be acceptable. If the average joint density of the lot is less than 92%, the Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

**e. Grade.** The final finished surface of the pavement of the completed project shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically.

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m) longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline,  $\pm$  10 feet of centerline, and edge of runway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the subplot shall not be more than 95%.

#### **403-6.3 Resampling Pavement for Mat Density.**

**a. General.** Resampling of a lot of pavement will only be allowed for mat density and then, only if the Contractor requests same in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 403-6.1. Only one resampling per lot will be permitted.

(1) A redefined mat density will be calculated for the resampled lot. The number of tests used to calculate the redefined mat density will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

**b. Payment for resampled lots.** The redefined mat density for a resampled lot will be used to evaluate the acceptance of that lot in accordance with paragraph 403-6.2.

**c. Outliers.** Check for outliers in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded and density determined using the remaining test values.

### METHOD OF MEASUREMENT

**403-7.1 Measurement.** Plant mix asphalt mix pavement shall be measured by the number of tons (kg) of asphalt pavement used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

### BASIS OF PAYMENT

**403-8.1 Payment.** Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in paragraph 403-6.2 shall be made at the contract unit price per ton (kg) for asphalt. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1              Asphalt Mixture Surface Course - per ton (kg)

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D1074	Standard Test Method for Compressive Strength of Bituminous Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4125	Standard Test Methods for Asphalt Content of Bituminous mixtures by the Nuclear Method

ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5581	Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch-Diameter Specimen)
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E2133	Standard Test Method for Using a Rolling Inclinator to Measure Longitudinal and Transverse Profiles of a Traveled Surface
American Association of State Highway and Transportation Officials (AASHTO)	
AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

## Asphalt Institute (AI)

MS-2	Mix Design Manual, 7th Edition
MS-26	Asphalt Binder Handbook AI State Binder Specification Database

## FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards
--------	---

## Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder program
---

## Software

FAARFIELD
-----------

## Item D-701 Pipe for Storm Drains and Culverts

### DESCRIPTION

**701-1.1** This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

### MATERIALS

**701-2.1** Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

**701-2.2 Pipe.** The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe

**701-2.3 Concrete.** Not used.

**701-2.4 Rubber gaskets.** Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443.

**701-2.5 Joint mortar.** Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

**701-2.6 Joint fillers.** Poured filler for joints shall conform to the requirements of ASTM D6690.

**701-2.7 Plastic gaskets.** Plastic gaskets shall conform to the requirements of ASTM C990.

**701-2.8. Controlled low-strength material (CLSM).** Not used.

**701-2.9 Precast box culverts.** Manufactured in accordance with and conforming to ASTM C1433.

**701-2.10 Precast concrete pipe.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

## CONSTRUCTION METHODS

**701-3.1 Excavation.** The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactory jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

**701-3.2 Bedding.** The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

**a. Rigid pipe.** The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

**b. Flexible pipe.** For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

**Flexible Pipe Bedding**

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

**c. Other pipe materials.** For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075

mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

**701-3.3 Laying pipe.** The pipe laying shall begin at the lowest point of the trench and proceed up grade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing up grade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

**701-3.4 Joining pipe.** Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

**a. Concrete pipe.** Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

**b. Metal pipe.** Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

**c. PVC, Polyethylene, or Polypropylene pipe.** Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

**d. Fiberglass pipe.** Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals.

**701-3.5 Embedment and Overfill.** Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

#### **701-3.5-1 Embedment Material Requirements**

**a. Concrete Pipe.** Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

**b. Plastic and fiberglass Pipe.** Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

**c. Metal Pipe.** Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest

dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

#### **701-3.5-2 Placement of Embedment Material**

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

#### **701-3.6 Overfill**

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per [ ASTM D698 ] [ ASTM D1557 ]. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

#### **701-3.7 Inspection Requirements**

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

For pipe sizes larger than 48 inches, a walk-through visual inspection shall be performed.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

## Maximum Allowable Pipe Deflection

Type of Pipe	Maximum Allowable Deflection (%)
Corrugated Metal Pipe	5
Concrete Lined CMP	3
Thermoplastic Pipe	5
Fiberglass	5

If deflection readings in excess of the allowable deflection are obtained, remove the pipe with excessive deflection and replace with new pipe. Isolated areas may exceed allowable by 2.5% with concurrence of RPR. Repair or replace any pipe with cracks exhibiting displacement across the crack, bulges, creases, tears, spalls, or delaminations. The report for flexible pipe shall include as a minimum, the deflection results and final post installation inspection report. The inspection report shall include: a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design line and grade, and inspector's notes.

**METHOD OF MEASUREMENT**

**701-4.1** The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The **Reinforced Concrete Pipe** shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

**701-4.2.** Precast box culverts shall be measured by individual unit and size.

**BASIS OF PAYMENT**

**701-5.0** These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

**701-5.1** Payment will be made at the contract unit price per linear foot (meter) for each class and size of pipe.

**701-5.2** Payment will be made at the contract unit price per unit for each class and size of precast box culvert.

Payment will be made under:

- Item D-701-5.1a      48" Reinforced Concrete Pipe – Class III – per linear foot (meter)
- Item D-701-5.1b      48" R.C.P. Flared End Section – per each

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

### American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

### ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar

ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe

ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
National Fire Protection Association (NFPA)	
NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

**CONSTRUCTION SAFETY & PHASING PLAN**

**CONSTRUCT TWO 80' X 60' CLEAR SPAN HANGARS  
AND ACCESS TAXIWAYS**

AIP 3-05-0051-021-2025

**PARAGOULD MUNICIPAL AIRPORT  
PARAGOULD, ARKANSAS**

**PREPARED BY: GRIMES CONSULTING ENGINEERS, INC.**

JANUARY 2025

**CONSTRUCT TWO 80' X 60' CLEAR SPAN HANGARS  
AND ACCESS TAXIWAYS  
PARAGOULD MUNICIPAL AIRPORT**

Table of Contents.

1. Coordination	4
2. Phasing	4
3. Areas and Operations Affected by Construction	4
4. Navigational Aid (NAVAID) Protection	6
5. Contractor Access	7
6. Wildlife Management	7
7. FOD Management	8
8. HAZMAT Management	8
9. Notification of Construction Activities	8
10. Inspection Requirements	9
11. Underground Utilities	10
12. Penalties	10
13. Special conditions	11
14. Runway and Taxiway Visual Aids	11
15. Marking and Signs for Access Routes	11
16. Hazard Marking, Lighting, and Signage	11
17. Work Zone Lighting and Nighttime Construction	11
18. Protection of Areas, Zones, & Surfaces	12
19. Other Limits on Construction	14

**CONSTRUCT TWO 80' X 60' CLEAR SPAN HANGARS  
AND ACCESS TAXIWAYS  
PARAGOULD MUNICIPAL AIRPORT**

Appendix List

Contact List & Emergency Notification	Appendix A
Safety & Phasing Plan Checklist	Appendix B
Daily Safety Inspection Checklist	Appendix C
Construction Safety Drawings	Appendix D

## 1. Coordination:

Safety Plan Compliance Documents shall be submitted to the Airport for review and approval 14 days prior to the Preconstruction Conference and before the Notice to Proceed.

Preconstruction Conference:

Plans and Specifications to be reviewed and discussed.

CSPP & SPCD to be reviewed and discussed.

Key Attendees:        Roger Slayton, Airport Manager  
                              Joey Wallace, Project Engineer  
                              Contractor Superintendent  
                              Subcontractor representative

Progress meetings will be held monthly during the course of the Project.

NOTE: Changes in the Project Scope or Schedule may require further review and approval by the FAA.

**FAA ATO Coordination.** Early Coordination with Federal Aviation Administration (FAA) Air Traffic Organization (ATO) is required to schedule airway facility shutdowns and restarts. Relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, may require and FAA flight inspection prior to restarting the facility. Flight inspections shall be coordinated and scheduled well in advance of the intended facility restart. Flight inspections shall be as required by technical specifications or special provisions.

No adjustment to NAVAID, encroachment on facility critical areas, or facility shutdowns are anticipated during construction, so ATO coordination will not be necessary.

## 2. Phasing:

### Phase 1: All Work outside the Runway 4-22 Safety Area

Install Aviation Barricades.

Construct Hangars and Access Taxiway

### Sequence of Work

Estimated Start Date: June 5, 2025

Estimated Completion Date: September 5, 2025

Total Project: 90 Calendar Days

**3. Areas of Operations Affected by Construction.** Runways, taxiways, and other airfield surfaces shall remain in use by aircraft to the maximum extent possible without compromising safety or security. The performance of this contract will require the closure or partial closure of several airfield surfaces on a scheduled and phased basis. Proposed order of intersections to be completed and phased will be proposed by the contractor and approved by the Program Manager and Airport Operations. Modification to the phasing will be subject to approval from the Program Manager. The typical intersection phase area are graphically illustrated in the attached exhibits, reference Appendix A.

**a. Identification of Affected Areas.**

**1. Closing, or partial closing of runways, taxiways, taxilanes, and aprons:**

The term 'partial closure' means a portion of the pavement is unavailable for any aircraft operation. The term 'temporary closure' means a portion of the pavement is unavailable for any aircraft operation for a predetermined length of time and shall be re-opened to aircraft traffic on a regular basis. Work areas for this project are anticipated within the Runway Safety Area (RSA), Runway Object Free Area (ROFA), Taxiway/Taxilane Object Free Area (TOFA) and/or within the Taxiway Safety Areas (TSA) of operating surfaces at the airport. This condition shall be necessitate actions to be taken through the course of construction to maintain security, safety, and separation.

**2. Closing of Aircraft Rescue and Fire Fighting (ARFF) access routes:**

Access into, through, and/or the project area by ARFF vehicles may be reduced during construction. It shall be the Contractor's responsibility to maintain access for these emergency response vehicles for the duration of the each phase of work and coordinate such routes with the Program Manager.

**3. Interruption of Utilities:**

Several utilities may be within, an element of, and/or directly adjacent to the project and project phased limits. These include, but may not be limited to, communication lines, airfield electrical lines, sanitary line, gas lines, building electrical lines, water lines, and storm drain lines.

**4. Approach/departure surfaces affected by heights of objects:**

Contractor equipment conflicts or staging area heights of objects are not anticipated to impact approach/departure surfaces. Allowances for temporary crane heights have made to facilitate the completion of this project.

#### 5. Construction areas:

These areas include the project work area, storage/stockpile areas, staging areas, and contractor haul routes near or through active airfield surfaces. The staging areas and stockpile locations are not within active airfield surfaces. However, project work areas and contractor haul routes will occur within active airfield surfaces. No work shall occur in active airfield surfaces without approval from the Airport. Closures of these areas prior to occupancy by the Contract shall be coordinated with the Engineer and Airport. All crossings will be controlled and monitored by escort vehicles and/or dedicated traffic control flaggers familiar with airfield traffic control procedures on active airfield surfaces.

**b. Mitigation of Effects.** This CSPP has established specific requirements and operation procedures necessary to maintain the safety, security, and efficiency of airport operations through construction of this project.

All coordination pertaining to airport operations during construction will go through the Engineer and the Airport.

Any required NOTAM's to be issued will be sent through the Engineer and issued by the Airport.

In the event of an emergency of any type on or affecting the airport, emergency vehicle access will be coordinated by the Airport. Contractor crews, when directed, will immediately cease operations and return all equipment to the Contractor staging area as necessary or as directed.

**Table 1- Airport Operations Affected by Construction – PHASE 1**

Operational Requirement	Normal	Phase 1
Runway 4-22	4500' X 75'	Open

#### 4. Navigational Aid (NAVAID) Protection:

NAVAIDs will not be impacted.

**Table 2- NAVAID Facility Impacts**

Facility Type	Phase Impacted	Impact
Runway 4 PAPI	None	
Runway 22 PAPI	None	
Runway 4 REILS	None	
Runway 22 REILS	None	

## **5. Contractor Access:**

### **Contractor Vehicles:**

All Contractor Vehicles shall be marked with the Company Name and be equipped with orange flashing lights. Nor personal vehicles will be permitted inside secured areas. Driver training will be provided to key personnel during the preconstruction conference. No vehicle escorts will be provided.

### **Stockpile Locations:**

No stockpiles will be located on the airfield.

### **Site Access:**

Phase 1: Site access will be via the Airport Construction Entrance.

### **Non-Working Hours:**

During non-working hours, construction equipment and supplies shall only be parked or located in the approved staging area.

### **Ingress and Egress Procedures:**

The Contractor shall only utilize the Airport Construction entrance and shall only travel directly to the worksite.

The Project Engineer and Airport Manager will coordinate gate opening and closing each day.

## **Radio Communications:**

The Contractor will monitor CTAF frequency 122.8 at all times for unauthorized take-off and landing announcements and aircraft in distress.

## **6. Wildlife Management:**

### **Trash:**

All construction personnel will dispose of food scraps in closed containers provided by the Contractor. The Contractor will empty all containers off the Airfield.

### **Standing Water:**

The Contractor will immediately re-grade any area with standing water remaining more than three (3) hours after rainfall.

**Wildlife Sightings:**

Airport Management will be notified immediately of any wildlife sighting on the Airfield.

**Tall Grass and Seeds:**

The use of millet seed in turfing and seeding operation shall not be permitted.

**Poorly Maintained Fencing and Gates:**

The Contractor shall maintain constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).

**7. FOD Management:**

**Housekeeping:**

All construction personnel will secure all items that may be carried by wind onto an air operations area (AOA).

**Airfield:**

The Contractor will immediately sweep or otherwise remove and FOD located on an AOA paved surface.

**8. HAZMAT Management:**

**Fuel or Hydraulic Fluid Spills:**

The Contractor will have available a spill kit capable of containing and removing leaked fluids.

The Contractor will immediately notify the Airport Manager of any spills.

**Fueling:**

All Construction vehicles will be fueled off-site.

**Other HAZMAT:**

No other hazardous material will be transported on the Airfield.

**9. Notification of Construction Activities:**

**Contact List and Emergency Notification:**

See Appendix A.

An incomplete list of construction and emergency contacts for the Project can be found in Appendix A. Upon award of the project, the Contractor shall provide all appropriate contact information for its staff and subcontractors in its SPCD such as project managers, project superintendents, and safety managers. Once this list is obtained, Appendix A in this document will be updated to provide a comprehensive list of construction and emergency contact information. Should any personnel change occur during the project it is the responsibility of that organization to provide revised contact information.

The Notice to Air Missions (NOTAM) system provides essential information to personnel concerned with flight and airport operations. NOTAMs provide timely information on unanticipated or temporary changes to components of or hazards in the National Airspace System (NAS) which includes the closure of runways. The construction of this project will require a NOTAM to be issued. A minimum of 72 hours written notice (weekends excluded) of requested closing shall be directed to the Sponsor who will coordinate the request with the Department of Operations. A sample NOTAM form can be found in Appendix B. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operations of FAA owned facilities.

Any person proposing construction or alteration of objects that affect navigable airspace must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, etc.) on airports. The Contractor shall provide the Corporation with the appropriate equipment heights anticipated to be used during the project. The Corporation will prepare FAA Form 7460-1, notice of Proposed Construction or Alteration, and submit to the sponsor to forward to the FAA for approval.

Coordination between the Contractor and the Fire Department (FD) will be required to mitigate the impact construction operations will have on emergency access routes on the airfield.

- Deactivation/reactivation of water lines or fire hydrants
- Rerouting, blocking and restoration of emergency access routes
- Use of hazardous materials on the airfield.

Contact information for FD personnel and other emergency contact information can be found in Appendix A.

## **10. Inspection Requirements:**

### **Airport Requirements:**

Airport Management will inspect all closed paved surfaces prior to air traffic operations.

Airport Management will inspect all lighted barricades between 22:00 and 24:00 each night.

The Airport Manager will conduct a final inspection.

**Project Engineer:**

The Project Engineer will conduct an inspection of the worksite at the end of all work shifts using the daily inspection checklist attached in Appendix C.

The Project Engineer will attend the final inspection.

**Contractor Requirements:**

The Contractor Superintendent will conduct routine inspections of the worksite to ensure compliance with the CSPP and SPCD.

The Contractor Superintendent will attend the Project Engineers Daily inspection and the final inspection.

**11. Underground Utilities:**

The Contractor will contact Arkansas One Call prior to any excavation. The Airport Manager and Project engineer will assist in delineating airport utilities. The Contractor will suspend all construction activity and notify the Airport Manager if any underground utility is damaged.

FAA and airfield lighting utilities shall also be identified prior to construction.

**12. Penalties:**

The Airport Manager will immediately suspend all construction if and when:

A Contractor or subcontractor employee enters the Air Operations Area (AOA) outside of the designated work area.

Any unescorted construction vehicle operates on any active AOA surface.

The Airport Manager will allow construction work to resume only when the discrepancy is corrected.

The Airport Manager may permanently prohibit anyone acting in violation with airport rules and regulations from entering or working on airport property.

### **13. Special Conditions:**

#### **Aircraft in Distress:**

Airport Management, the Project Engineer, and/or the Contractor will immediately clear all construction personnel of all runways and approach areas upon monitoring a distress call on CTAF.

#### **Aircraft Accident:**

In the event of an aircraft accident, all construction personnel will immediately vacate the property and remain off until cleared by the Airport Manager.

### **14. Runway and Taxiway visual Aids:**

No impact.

### **15. Markings and Signs for Access Routes:**

Orange cones or barrels shall be utilized to identify haul routes.

### **16. Hazard Marking, Lighting, and Signage:**

N/A.

### **17. 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 AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

## 18. Protection of Areas, Zones, and Surfaces:

Runway 4-22 will be open to air operations during construction.

**Runway Safety Areas.** A runway safety area is defined surface surrounding the runway prepared or suitable for reducing risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

- (1) No construction may occur within the RSA while the runway is open for aircraft operations.
- (2) The airport operator must coordinate the adjustment of the RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.
- (3) The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.
- (4) 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 without damage to the aircraft.
- (5) 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.
- (6) **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 occasional passage of aircraft without causing structural damage to the aircraft.

**Taxiway Safety Areas.** A taxiway safety area is defined surface alongside the taxiway prepared or suitable for reducing risk of damage to airplanes unintentionally departing the taxiway. Construction activities within the TSA are subject to the following conditions:

- (1) No construction may occur within the TSA while the taxiway is open for aircraft operations.
- (2) The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.
- (3) Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches 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 without damage to the aircraft.

- (4) The contractor shall prominently mark open trenches and excavations to 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 and darkness.

**Runway Object Free Area (ROFA).** No material shall be stockpiled inside the limits of the active ROFA unless approved by air spacing through the appropriate FAA airports regional and district office.

**Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus restrictions are more stringent. No construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

**Object Free Zone (OFZ).** Personnel, materials, or equipment may not penetrate the OFZ while the runway is open for aircraft operations.

**Runway Approach and Departure Surfaces.** Personnel, materials, and equipment shall remain clear of the applicable approach and departure surfaces.

- (1) **Construction activity in runway approach/departure area.** There is no anticipated construction to be performed within, or near, approach or departure surfaces.
- (2) **Caution regarding partial runway closures.** Construction is not anticipated to require partial runway closures.
- (3) **Caution regarding displacing thresholds.** Displaced threshold will not be used.

**Runway Safety Areas.** Contractor shall not enter into safety area of any active runway without prior coordination with Airport Operations Staff and communication with air traffic control via ground frequency. Runway safety area dimensions are shown in Table 3 below and are depicted on the phasing plan sheet.

**Table 3 – Safety Area of Active Runways**

Runway	Aircraft Approach Category	Airplane Design Group	Distance from Centerline
4-22 RSA	B	II	
4-22 OFA	B	II	

**Runway Approach Protection Area.** Contractor shall not place stockpiles or store materials and fuel in the runway approach protection area of any active runway. Runway approach protection area dimensions are shown in Table 3 below and are depicted on the phasing plan sheets.

Table 4 – Runway Approach Protection Areas During Construction

Runway End	Aircraft Approach Category	Airplane Design Group	Safety Area Prior to Threshold	Minimum Distance to Threshold on Approach Slope	
4	B	II	1010	1700	34:1
22	B	II	1010	1700	34:1

## 19. Other Limits on Construction:

### a. Prohibitions.

1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
2. No uses of open flame welding or torches unless fire safety precautions are provided and the Airport has approved their use by issuance of a hot work permit issued through the Airport.
3. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300m) of the airport property.
4. No use of flare pots within the AOA.

### b. Restrictions. The following restrictions are in effect for the duration of the project.

1. Construction suspension required for specific airport operations or functions -
2. Suspension of construction may be required for certain circumstances as directed by the Airport.
3. Areas that cannot be worked simultaneously – Based on aircraft operations, the Airport may not allow certain intersection to be closed at the same time.
4. Day or night construction restrictions – N.A.

## APPENDIX A

### Design Contact List

Organization	Role	Point of Contact	Contact Information
Engineer	Consultant	Joey Wallace	(501)666-1500
City	Airport Manager	Roger Slayton	(870)239-7505
FAA	Program Manager	Lauren Kennedy	(817)222-5756

### Construction, Emergency, and Utilities Contacts

Organization	Role	Point of Contact	Contact Information
<b>CONSTRUCTION</b>			
City	Airport Manager	Roger Slayton	(870)239-7505
Engineer	Consultant	Joey Wallace	(501)666-1500
FAA	Program Manager	Lauren Kennedy	(817)222-5756
Contractor	Project Manager		
	Superintendent		
	Safety Manager		
Subcontractor			
<b>EMERGENCY</b>			
Hospital	Arkansas Methodist Medical Center		(870)239-7000
Fire Department			(870)239-7525
Police Department			(870)236-7621
Sheriff Department			(870)236-7612
<b>UTILITY</b>			
FAA	FAA-Facilities – Utilities		
One-Call System	Utility Locate		811

**F.1. Checklist for FAA CSPP Review**

Airport Name: \_\_\_\_\_

LOCID: \_\_\_\_\_

Associate City: \_\_\_\_\_

Project No. \_\_\_\_\_

**F.1.1. AC 150/5370-2F**

This checklist identifies the main elements and sub-elements established under Section 2, Chapter 2 of Advisory Circular 150/5370-2F. Project Managers (PM) are encouraged to use this checklist as an aid when reviewing a Sponsor's CSPP for conformance to the safety standards. Because the PM's approval/disapproval letter represents the official FAA action, a completed checklist is not a required record the PM must sign or archive in the grant file.

CSPP Element	Element Addressed?			Remarks
	Yes	No	N/A	
<b>Coordination (Section 205)</b>				
- Contractor Progress Meetings				
- Addresses necessary actions when changes are proposed to CSPP				
- Provisions for FAA ATO Coordination				
<b>Phasing (Section 206)</b>				
- Phase Elements				
- Construction Safety Drawings				
<b>Area and Operations Affected by Construction Activity (Section 207)</b>				
- Identification of affected Areas				
- Mitigation Affects				
<b>Navigation Aid Protection (Section 208)</b>				
- Operational NAVAID Critical areas				
<b>Contractor Access (Section 209)</b>				
- Location of Stockpiles Construction Material				
- Vehicle and Pedestrian Operations				
<b>Wildlife Management (Section 210)</b>				
- Trash				
- Standing Water				
- Tall Grass				
- Fencing and Gates				
- Disruption of Wildlife Habitat				
<b>Foreign Object Debris (Section 211)</b>				
- FOD Control Measures				
<b>Hazardous Material Management (Section 212)</b>				
- Hazardous Material Controls				

CSPP Element	Element Addressed?			Remarks
	Yes	No	N/A	
<b>Notification of Construction Activities (Section 213)</b>				
- List of Responsible Representatives				
- NOTAMs				
- Emergency Notification Procedures				
- Coordination with ARFF				
- Notification to the FAA (Part 77, NAVAIDs....)				
<b>Inspection Requirements (Section 214)</b>				
- Daily Inspections				
- Final Inspections				
<b>Underground Utilities (Section 215)</b>				
- Procedures for protecting existing underground utilities				
<b>Penalties (Section 216)</b>				
- Penalty provisions for noncompliance with safety plan provisions				
<b>Special Conditions (Section 217)</b>				
- Unique conditions that may affect the operation of the airport				
<b>Runway and Taxiway Visual Aids (Section 218)</b>				
- General - Convey Clear Meaning; Secured from movement; Frangible				
- Markings				
- Lighting and Visual NAVAIDs				
- Signage				
<b>Access Routes - Marking and Signage (Section 219)</b>				
- Haul Road Demarcation				
<b>Hazard Marking, Lighting and Signage (Section 220)</b>				
- Areas Impacted by Construction Operations				
- Equipment				
<b>Protection Runway and Taxiway Areas, Zones and Surfaces (Section 221)</b>				
- Runway Safety Area (RSA)				
- Runway Object Free Area (ROFA)				
- Taxiway Safety Area (TSA)				
- Taxiway Object Free Area (TOFA)				
- Obstacle Free Zone (OFZ)				
- Approach and Departure Surfaces				
<b>Other Limitations on Construction (Section 222)</b>				
- Prohibitions				
- Restrictions				

**F.1.2. 14 CFR Part 139**

This listing highlights sections of 14 CFR Part 139 that specifically address requirements of a certificate holder whenever construction operations occur on their airfield. This listing was established by searching 14 CFR Part 139 for the following key terms; “construct”, “contract” and “protect”. The provision of this listing does not preclude or diminish the ACSI’s enforcement of other Part 139 requirements.

While the PM shall be cognizant of these Part 139 requirements when reviewing the CSPP for conformance to the standards presented under AC 150/5370-2, such review does not supersede the ACSI’s oversight of the certificate holder’s compliance with Part 139.

14 CFR Part 139 Section	Element Addressed?			Remarks
	Yes	No	N/A	
§139.327 Self-inspection program				
– Daily Inspection				
– Final Inspection				
§ 139.329 Pedestrians and ground vehicles – Training				
– Safe and orderly access to work area				
– Communication with ATCT				
– Training – Vehicle and Pedestrian				
§139.333 Protection of NAVAIDs				
– Protection of NAVIADS against Damage				
– Prevent interruption of visual or electronic signal from NAVAID				
§ 139.335 Public protection				
– Safeguards to prevent inadvertent entry to the movement area by unauthorized persons or vehicles				
– Protection of persons and property from aircraft blast				
§ 139.339 Airport condition reporting (NOTAMs)				
– Notify airport users of construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas				
§ 139.341 Identifying, marking, and lighting construction and other unserviceable areas				
– Mark (and light) construction areas and unserviceable areas				
– Mark (and light) equipment and haul route				
– Mark (and light) NAVAID critical areas.				
– Locate and protect existing utilities				