



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
May 28, 2024 - 4:00 pm

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive

1. Call to Order
2. Roll Call: _____ Rein _____ Miller _____ Witt _____ Kollhoff _____ Meysenburg
3. Pledge of Allegiance
4. Approval of the Agenda for the May 28, 2024, City Commission Meeting
5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.
 - a. Meeting Minutes for May 13, 2024, Regular Meeting
 - b. Meeting Minutes for May 22, 2024, Special Meeting
6. Public Comments and Communications
 - a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
7. Business Items
 - a. Consider approval of a bid from Hopp's Sound & Electric in the amount of \$39,609.00 to upgrade the Audio Visual Systems in the Carnegie Room and the Community Center. – Leann Johnson, Finance Director
 - b. Consider approval of the ERP credit card processor and the credit card transaction fees. – Leann Johnson, Finance Director
8. Items for discussion
 - a. Consider approval of a bid from Boyd Excavating in the amount of \$319,138.97 for tree removal for the Abilene Municipal Airport Threshold Displacement Project. – Leann Johnson, Finance Director

- b. KDOT Cost Share Discussion 14th/Van Buren Intersection – Olsson Engineering
- c. Mammoth Sports Construction Letter of Intent – Sports Complex Task Force

9. Reports

- a. City Manager's Report

10. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the May 28, 2024, City Commission Meeting. There will not be a City Commission study session as there were no items on the agenda.

Future Meeting Reminders

*City Commission Regular Meeting, June 10, 2024, at 4 pm.

*City Commission Study Session, June 10, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Regular Meeting, June 24, 2024, at 4 pm.

*City Commission Study Session, June 24, 2024 – following the adjournment of the regular meeting, will not start before 4:30 pm.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
May 13, 2024, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein Commissioners, Kollhoff, Witt, Miller and Meysenburg.

Staff Present: City Manager Marsh, City Clerk Mohr, Finance Director Johnson, City Attorney Martin, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, Water Treatment Plant Operator Blacketer, Administrative Manager-Public Works Hiatt, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the May 13, 2024, City Commission Meeting

Motion by Commissioner Kollhoff, seconded by Commissioner Miller, to approve the agenda as presented.
Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

Consent Agenda

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

a. Meeting Minutes for April 22, 2024, Regular Meeting

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to approve the consent agenda as presented.
Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

6. Public Comments and Communications

a. Public Service Recognition Week

City Manager Marsh thanked the employees of the City of Abilene for their dedication to the City of Abilene.

- b. Public Forum:** Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

There were no public comments or communications.

c. National Cities, Towns and Villages Month Proclamation

7. Business Items

- a. Consider approval of an agreement with the Seelye Foundation Board for borrowing City equipment to drain the pond at the Seelye Mansion.**

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve an agreement with the Seelye Foundation Board for borrowing City equipment to drain the pond at the Seelye Mansion with the addition of a requirement of proof of liability insurance with the City of Abilene listed as an additional insured. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

- b. Consider approval of a bid in the amount of \$370,036.00 with Atlas Electric for the Displaced Threshold Construction Project at the Abilene Municipal Airport.**

Motion by Commissioner Miller, seconded by Commissioner Kollhoff, to approve a bid in the amount of \$370,036.00 with Atlas Electric for the Displaced Threshold Construction Project at the Abilene Municipal Airport with a City 10% match of \$37,003.60. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

8. Items for Discussion

a. KDOT Cost Share Project

Commissioner Kollhoff suggested work be done on the Fair Rd. and 14th Street intersection to encourage trucks to use I-70 as a route instead of them driving through town.

Jacque Webb spoke against the proposed roundabout. She would lose 1/3 of her property and lose driveway access.

Cassie Wilson, Rawhide Portable Corral-900 N. Washington, spoke in favor of the improvements to the 14th and Van Buren intersection. Urged Commissioners not to forget about existing businesses that would benefit from the improvements. The city needs to move forward not backward.

Commissioner Kollhoff suggested rebuilding the intersection as it stands, widening the lanes and adding sidewalks.

Greg Wilson, 2201 S. Washington, spoke against the intersection designs and agreed with widening the lanes. The city needs to quit raising taxes.

Kevin Everett, 1714 Overhill Rd., spoke against the intersection project. He has run trucks through this intersection for years with no problems. Widening this intersection and the Fair Road/14th St. intersection would be good.

Fred Bailey spoke against the intersection project. He has run trucks through there for years with no problems.

Motion by Commissioner Witt, seconded by Mayor Rein, moved to accept the roundabout design but work with the engineer and KDOT to minimize residential property loss, help with truck traffic and ensure pedestrian safety. Roll call vote: Miller NO, Witt YES, Kollhoff NO, Meysenburg NO, Rein No. The motion failed 1-4.

- b. Consider approval of Ordinance No. 24-3449, AN ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY OF THE CITY OF ABILENE, KANSAS, AND REPEALING ORDINANCE NO. 24-3448.**

Dr. Beatrice Brittan, 509 Tom Smith Circle, spoke in favor of the fluoridation of the City of Abilene's water and explained the benefits of having fluoride in the water supply.

Kevin Robertson, Executive Director of the Kansas Dental Association, spoke in favor of the fluoridation of the City of Abilene's water and explained the benefits of having fluoride in the water supply. (written testimony attached)

Tonya Dorf Brunner, Executive Director of Oral Health Kansas, Inc. spoke in favor of the fluoridation of the City of Abilene's water supply and explained the benefits of having fluoride in the water supply. (written testimony attached)

Dr. Lawrence Cooper, spoke in favor of the fluoridation of the City of Abilene's water supply.

Joan Thayer, 1400 N. Vine, spoke in favor of the fluoridation of the City of Abilene's water supply.

Motion by Commissioner Kollhoff, seconded by Commissioner Meysenburg, to approve Ordinance No. 24-3449, an ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY OF THE CITY OF ABILENE, KANSAS, AND REPEALING ORDINANCE NO. 24-3448. Roll call vote: Witt NO, Kollhoff YES, Meysenburg YES, Miller YES, Rein NO. The motion carried 3-2.

Motion by Commissioner Kollhoff, seconded by Commissioner Witt to add item 8c, KDOT Cost Share Project. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to renegotiate with KDOT on a design that would meet the funding requirement, be effective without infringing on private property and include safety components. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

9. Reports

a. City Manager's Report

- Construction updates:
 - 14th St: Updates have been posted to the Community Engagement Website. 14th St. is scheduled to close from Cedar (west side) to the Middle School entrance starting May 17.
 - CCLIP: milling and resurfacing are underway.
- After last week's storms, we discovered a couple of storm sirens were not working correctly. The programming and receiving have been upgraded and all are working.
- The Kansas Forest Service will conduct a community tree inventory in Abilene next week, May 20-23. They will inventory all trees on public property, including ROW. They anticipate having a full report to us sometime in June and are checking to see if the report can be integrated into our GIS program. This will be at no cost to the city.

- I spoke to the County Election Clerk and the August 6 primary is a partisan election. The city will pay to have an unaffiliated ballot available for the unaffiliated registered voters. This will cost approximately \$1000.
- City staff will have their planning workshop tomorrow from 9-1.
- This Thursday, May 16, we will have an employee recognition lunch in the Fire Department Bay from 11 am to 1 pm.
- The Police Department will participate in active shooter training on May 25.
- Reminder that the next meeting will be on Tuesday, May 28 due to the Memorial Day holiday.
- Ron will be on vacation May 20-24.

10. Adjournment of Regular Meeting

- a.** Consider a motion to adjourn the May 13, 2024, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller to adjourn the May 13, 2024, City Commission Meeting at 5:46 pm. The City Commission Study Session will begin immediately after the Abilene Land Bank Meeting. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

The minutes for the May 13, 2024, Abilene Land Bank Board of Trustees meeting are in a separate document.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:59 pm.

12. May 13, 2024, City Commission Study Session Agenda

- a.** Audio/Visual RFP Recommendation
- b.** OCCK Annual Request for Public Transportation Match Funding

13. Adjournment

- a.** Consider a motion to adjourn the May 13, 2024, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the May 13, 2024, City Commission Meeting at 6:27 pm. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk

Date: May 13, 2024

To: Abilene City Commission

From: Kevin J. Robertson
Executive Director

RE: SUPPORT OF FLUORIDE ORDINANCE 24-34449



Mayor Rein and members of the Abilene City Commission, I am Kevin Robertson, Executive Director of the Kansas Dental Association (KDA) which is the professional organization that represents the 1,500 dentists who practice in the state of Kansas. The KDA's headquarters is just down the road in Topeka. I am here today to offer comments in support of the City of Abilene continuing to optimally fluoridate its community water.

The KDA supports community water fluoridation as a safe, effective, and cost-saving way to prevent tooth decay. Fluoride is not a medication ... it is a naturally occurring mineral found in soil, food, and some water sources. Community water fluoridation benefits everyone, especially those without access to regular dental care, simply by adjusting the fluoride that occurs naturally in all water to the optimal level of .7 mg/L. to help prevent tooth decay.

To really understand how fluoride benefits your teeth, let me take a minute to explain what causes tooth decay in the first place. Every day, your teeth are exposed to bacteria. These bacteria are in general harmful to your teeth as they form the "fuzzy" film of plaque on your teeth that you can feel when you go too long without brushing them.

Every time you eat sugar or simple starches like bread or crackers, the bacteria feed on the sugary residue in your mouth and the bacteria multiply and produce acids that can dissolve and cause decay on the outer protective enamel of your teeth. Once the acid has broken through your enamel, the softer interior of your tooth (dentin) is at risk for a more accelerated rate of decay. Fluoride strengthens the existing enamel, making it less susceptible to the effects of bacterial acid. Children who drink fluoridated water benefit most from the added strength fluoride provides the teeth, as it increases the strength of both existing and adult teeth that are developing under the gums waiting to erupt.

Water that has been fortified with fluoride is similar to fortifying salt with iodine, milk with vitamin D and orange juice with vitamin C — none of which are medications. When compared to the cost of other prevention programs, water fluoridation is the most cost-effective means of preventing tooth decay for both children and adults in the United States. The cost of a lifetime of water fluoridation for one person is less than the cost of one filling not to mention reducing the stress (and perhaps pain) of enduring multiple dental procedures.

Fluoridation is the single most effective public health measure to prevent tooth decay! Throughout more than 70 years of research and practical experience, the overwhelming weight of credible scientific evidence has consistently indicated that fluoridation of community water supplies is safe. Studies prove water fluoridation continues to be effective in reducing tooth decay by more than 25% in children and adults, even in an era with widespread availability of fluoride from other sources, such as fluoride toothpaste. Because of the important role it has played in the reduction of tooth decay, the Centers for Disease Control and Prevention, American Dental Association, American Medical Association, American Academy of Pediatrics, American Water Works Association, The World Health Organization and over 100 other organizations support community water fluoridation!

Let me conclude by once again saying ... community water fluoridation has been proven time again through multiple studies to be a safe and cost-effective method to reduce dental tooth decay. The KDA and its dentist members urge you to vote in support of Ordinance 24-34449.

Thank you for the opportunity to talk to you today. I'll be happy to answer any questions you may have.



ORAL HEALTH KANSAS

ADVOCACY • PUBLIC AWARENESS • EDUCATION

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Delta Dental of Kansas

Shannon Uehling
Sunflower Health Plan

Abilene City Commission May 13, 2024

Mayor Rein and members of the City Commission,

Thank you for the opportunity to talk with you today. My name is Tanya Dorf Brunner, and I am the Executive Director of Oral Health Kansas, Inc. We are the statewide consumer oral health advocacy organization dedicated to promoting the importance of lifelong oral health by shaping policy and educating the public.

Community water fluoridation has a long history in this country, and it has a long history in Abilene. For over a quarter of a century, the city of Abilene has invested in the oral health of the community's residents. This means a generation of people have grown up in this community with the chance to be as healthy as possible.

Fluoride is found in all sources of water. Community water fluoridation is the practice of simply adjusting the amount of fluoride in the water to the optimal level needed to reduce tooth decay and protect health. People need fluoride in two different ways – systemically and topically. Brushing your teeth with fluoride toothpaste and getting a fluoride treatment in the dental office are how people get topical fluoride. Community water fluoridation is how people get fluoride systemically. When people drink optimally fluoridated water, they strengthen their teeth from within. Children especially benefit from systemic fluoride because it helps strengthen their teeth as they are still forming. Both sources of fluoride are needed in order to get the optimal protection.

It takes only a little bit of fluoride to get to the optimal level. That is why Abilene needs to add only a little fluoride to take the water from the natural level of about 0.3 mg/L to about 0.7 mg/L. The amount of fluoride needed to get to optimal is similar to a teaspoon of water in a swimming pool. The amount is tiny, but the effect is mighty. This is the reason the CDC named community water fluoridation one of ten great public health achievements of the 20th century, along with things like seatbelts in cars.

The people who are most at risk of poor oral health are children, older adults, people with disabilities, and people living in poverty. These are the populations who also benefit most from optimal levels of fluoride in a community's drinking water.

The data shows this to be true, especially for kids in Dickinson County. According to data from the Kansas Department of Health and Environment, the rate of children in non-fluoridated Solomon who need dental care urgently is nearly 50% higher than in fluoridated Abilene, and the rate in non-fluoridated Herington is closer to four times higher. Like Abilene, Salina's water is optimally fluoridated, and the rate of kids with urgent dental care needs in that city is virtually the same as in Abilene. Not fluoridating the water optimally in Abilene puts the community's children at risk for a lifetime of oral health problems. For example, the cities of Calgary and Edmonton in Canada both fluoridated their water and had similar rates of children with tooth decay. When Calgary stopped in 2011, the rate of kids with tooth decay was 146% higher than in Edmonton in just five years.

PO Box 4567
Topeka, KS 66604

785-235-6039 (phone)
info@oralhealthkansas.org
www.oralhealthkansas.org

Oral health is not just about having a nice smile or pretty teeth. It's about health and the ability to learn and work. Kids who have dental pain cannot concentrate in school and miss school more often than kids without dental pain. People living in poverty have a hard time getting and keeping a job if they do not have good teeth. Ensuring the drinking water in Abilene is at the optimal level, as outlined in Ordinance 24-3449 is one of the best ways the city has to help kids concentrate and learn and help the entire community be as healthy as possible.

We urge the Abilene City Commission to preserve the city's long-standing practice of community water fluoridation by passing Ordinance 24-3449. You have done so much to make the health of your community a priority, and we ask you to continue the practice you began over a generation ago. The future generations will be grateful for your investment.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tanya Dorf Brunner', with a long horizontal line extending to the right.

Tanya Dorf Brunner
Executive Director

tdorf@oralhealthkansas.org



Abilene City Special Commission Meeting Minutes

Abilene Public Library - 209 NW Fourth Street

May 22, 2024, @ 4:00 pm.

Abilene, Kansas

1. Call to Order

2. Roll Call: City Commission Present: Mayor Rein, Commissioners Witt and Miller.

Staff Present: City Manager Marsh (via Zoom), Finance Director Johnson, City Attorney Martin, Administrative Assistant Olson, Public Works Director Anderson, Streets and Utilities Superintendent Hawk, Public Works Administrative Manager Hiatt, Convention and Visitors Bureau Director Roller-Weeks, Fire Chief Strunk.

3. Business Item - Consider approval of Change Order No. 1 for CCLIP Project #021 U-2396-01 to Ebert Construction Co, Inc.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the Change Order No. 1 for CCLIP Project #021 U-2396-01 to Ebert Construction Co, Inc. Roll call vote: Miller YES, Witt YES, Rein YES. The motion carried 3-0.

4. Adjournment - Consider a motion to adjourn the May 22, 2024, Special City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the May 22, 2024, Special City Commission Meeting at 4:18 pm. Roll call vote: Witt YES, Miller YES, Rein YES. The motion carried 3-0.

(Seal)

Brandon Rein, Mayor

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Tuesday, May 28, 2024

Session: Regular Meeting

Topic: Carnegie Room and Recreation Community Center Audio Visual Update

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

In February the city sent out a Request for Proposal to nine qualified vendors to reconfigure and upgrade the city's current audio-video systems in the Carnegie Room at the Abilene Public Library where public meetings, including city commission, are held and the Recreation Community Center. In the RFP, the city requested responding vendors propose equipment, installation, and services for:

1) Carnegie Room

1. Centralized management capabilities of both the audio and visual equipment.
2. Cameras to be positioned at a minimum of the north and south sides of the room, with zoom capabilities, to capture both commissioners' and podium faces when speaking.
3. Microphones with centralized control, including the installation of a ceiling microphone to pick up comments not spoken directly into a microphone.
4. The ability to show presentations on all screens without presenting through a video meeting. The audio and video being recorded and streamed should show the presentation and hear the person presenting.
5. Include both a live stream option and ability to record meetings for uploading to the City's YouTube channel.

2) Community Center

1. Centralized management capabilities of both the audio and visual equipment.
2. Upgrade projection and sound in the multi-purpose room.
3. Upgrade the sound system in the gym and lobby.
4. Upgrade microphone capabilities in all areas to include the ability to use over the entire building or separate rooms individually.
5. The ability to use the sound system and microphone over the entire building or separate rooms (gym, lobby and multi-purpose room).
6. Install an intercom system for the entire building with the capability to separate rooms.

Seven vendors participated in an optional site visit and walk through. Proposals were due on March 20, 2024, and the city received a total of eight proposals. The evaluation of each response was based on the demonstrated competence, compliance, format, cost-effectiveness and ease of use of the final system.

Attachments:

RFP
Addendum 1
Bid Tabulation

Recommendation:

Award a contract to Hopp's Sound & Electric in the amount of \$39,609.00 to upgrade the Audio Visual systems in the Carnegie Room and Community Center.

Fiscal Note:

\$39,609.00

Funding Source:

ARPA Funds

City of Abilene, Kansas

Request for Proposal

Carnegie Room & Recreation Community
Center Audio Visual Update

February 2024

Proposal Deadline: March 20, 2024

Submitted by:
Leann Johnson
Finance Director
[City of Abilene, Kansas](#)
Address: 419 N. Broadway; P.O. Box 519
Abilene, KS 67410
Phone: 785-263-2550; **Facsimile:** 785-263-2552
Email: leann@abilenecityhall.com



Introduction

The City of Abilene, Kansas, is requesting proposals from qualified vendors to reconfigure and upgrade our current audio-video systems in two separate locations: 1) the Carnegie Room at the Abilene Public Library where public meetings, including the city commission, are held, and 2) the Recreation Community Center at 1020 NW 8th Street. Acceptable proposals will provide professional services for this effort by designing and implementing the necessary upgrades to meet the minimum requirements.

The City requests that responding vendors propose the following equipment, installation, and services for the **Carnegie Room**:

1. Centralized management capabilities of both the audio and visual equipment.
2. Cameras positioned at a minimum on the north and the south sides of the room, with zoom capabilities, to capture both commissioners' and podium faces when speaking.
3. Microphones that can be muted and controlled both by the individuals speaking and an individual with control of all video and sound, including a ceiling microphone or system that will be able to pick up comments that are not spoken directly into a microphone.
4. Ability to show presentations on all screens without having to present through a video meeting. The audio and video being streamed or recorded should show the presentation and hear the person presenting.
5. Include both a live stream option and the ability to record meetings for upload to the City's YouTube channel.

The City requests that responding vendors also propose the following equipment, installation, and services for the **Community Center**:

1. Centralized management capabilities of both the audio and visual equipment.
2. Upgrade projection and sound in the multi-purpose room.
3. Upgrade the sound system in the gym and lobby.
4. Upgrade microphone capabilities in all areas to include the ability to use over the entire building or separate rooms individually.
5. Ability to use the sound system and microphone over the entire building, while also separating specific rooms (gym, lobby, multi-purpose room).
6. Install an intercom system for the entire building with the capability to separate rooms.

Proposals must be submitted and received via email to leann@abilenecityhall.com no later than 2:00 pm CST on Wednesday, March 20, 2024, in order to be considered. Any proposals not received by the City's deadline will be returned to the vendor as rejected.

Proposals submitted must be binding for at least 90 days after the date received. The City will select the proposal that, in its opinion, is in the best interest of the City. The City reserves the right to reject any or all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right at the sole discretion of the City to reject any or all proposals and to waive technicalities but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal. In addition, to accept the proposal deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal for any or all items separately or together.

Vendors are encouraged to request a site visit if desired. Please reach out by phone or email to the primary contact to schedule a visit. All visits must be completed prior to March 6, which is when all questions regarding the RFP are due. All communication on the proposal and formal submissions should be made to the primary contact. The proposal's primary contact is:

Leann Johnson

Finance Director

[City of Abilene, Kansas](#)

Address: 419 N. Broadway; P.O. Box 519

Abilene, KS 67410

Phone: 785-263-2550; **Facsimile:** 785-263-2552

Email: leann@abilenecityhall.com

Award of Contract – The final award of the proposal or contract will be made by Abilene's City Commission.

Contract – In addition to the completed proposal, a resulting contract may be required by the City, including but not limited to, written correspondence between the City and the vendor after the proposal submission, facsimiles, and product literature.

Confidentiality of Documents – All proposals that have been submitted shall be open for public inspection after award approval by the Abilene City Commission. Trade secrets and confidential information, as specified by the vendor, contained in the proposals shall not be open for public inspection.

Contact with City Employees – To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the proposal's primary contact person as named in this RFP. Contact with any other City employee is expressly prohibited without the prior consent of the person named herein. Vendors directly contacting other City employees will risk the elimination of their proposal from further consideration.

General Information

The City of Abilene, Kansas, is the county seat of Dickinson County, Kansas, with an estimated population of 6,441. The City is a Commission-Manager form of government; the City Commission consists of five members. The regular City Commission meetings are held at the Abilene Public Library in the Carnegie Room on the second floor, located at 209 NW Fourth Street in Abilene, Kansas, beginning at 4:00 pm on the second and fourth Monday of each month. Meetings are also currently live-streamed on our YouTube Channel. Occasionally, special meetings are called and held for a special purpose outside of the regularly scheduled meetings. The current equipment located in the Carnegie Room was purchased and installed in 2019.

The current Recreation Community Center's equipment was installed in 2006 when the building was constructed. The multi-purpose room is a rental space offered by the City of Abilene for birthday parties, meetings, family reunions, graduation parties and other similar types of events.

The Recreation Community Center's business and administration office hours are:

Monday-Friday 8am-5pm

The Facility Hours are:

Monday-Thursday 7am-9pm

Friday 7:30am-5pm

Saturday 8am-5pm

Sunday: 1pm-5pm

The City's existing system equipment:

CARNEGIE ROOM	
AUDIO SYSTEM	
DESCRIPTION	QTY
Shure MICROFLEX MX412D/C Gooseneck microphone	9
Shure QLXD24/SM58-G50 SM58 Vocal System	2
Shure UA825 25' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U Type	2
RFVENUE CX-22 Antenna	2
Apart Audio D-VOL120 70 volt, 120 watts Decora volume control	1
On-Stage MSA9030-13B 13" Gooseneck (black)	1
VIDEO CAPTURE SYSTEM	
AJA Video Systems Rovocam 4K/HD Camera with HDBaseT	1
Cat5 Cable Shielded Cat5e Cable	50 ft
Eiki EK-623UW 6,000 ANSI; 100,000:1 Contrast	1
Eiki AH-B23010 Long Power Zoom	1
Da-Lite 34568I ADV DLX 94D 50X80NPA MW	1
Cat5 Cable Shielded Cat5e Cable	55 ft
Eiki 0173-4323 Suspended Ceiling Kit (above tile)	1
Atlona AT-HDR-EX-70C-KIT 4K HDR Transmitter and Receiver Set w/IR, RS-232, PoE	1
PRESENTATION SYSTEM	
Samsung QM65H 65-Inch Commercial LCD Display-TAA	2

Peerless-AV ST670P Smartmount Universal Tilt Mount	2
ViewSonic VA2359-SMH 23" Full HD 1080p frameless SuperClear IPS LED monitor, 1000:1 static contrast ratio, HDMI & VGA inputs, Integrated dual 2W speakers, VESA mountable	7
Atlona AT-UHD-EX-70C-RX (Rx only) 4K/UHD HDMI Over HDBaseT Receiver with Control and PoE	9
Atlona AT-HDVS-210H-TX-WP Single Gang Dual HDMI Wall Transmitter	4
Hosa HDMA-406 High Speed HDMI Cable with Ethernet, HDMI to HDMI, 6ft	10
Cat5 Cable Shielded Cat5e Cable	500 ft
HEARING ASSIST SYSTEM	
Listen Technologies FB3.0-UL-50M Flat Insulated Copper Cable 3.0mm ² 164ft (50 m)-UL	1
Listen Technologies PWT Adhesive Installation/Warning Tape 164 ft (50 m)	1
CONTROL ROOM-CARNEGIE ROOM	
HP Laptop Intel Corei5-1035G1 CPV@1.00GHz 1.19GHz, Model 15-dy1043dx-Windows 10, installed RAM 12.0 GB, 64 bit OS x64-based processor	2
AUDIO SYSTEM	
Powersoft Duecanali 804 DSP+DANTE	1
Shure UA844-SWB Antenna distribution system	1
Shure SCM820-DB25 Eight Channel Digital Automatic Mixer, DB25 Connectors	2
VIDEO CAPTURE SYSTEM	
AJA Video Systems HELO H.264 HD/SD recorder and streaming appliance with 3G-SDI and HDMI inputs/outputs. Record to USB drives/SD cards/Network shares, with live streaming	1
AJA Video Systems RovoRX-hdmi hd base t converter	1
PROJECTION SYSTEM	
Denon Professional DN-500BDMKII Blu-Ray, DVD & CD/SD/USB player	1
PRESENTATION SYSTEM	
Atlona AT-UHD-CAT-8 4K/UHD 8-Output HDMI to HDBaseT Distribution Amplifier	1
Atlona AT-UHD-CAT-2 4K/UHD HDBaseT HDMI 1x2 Distribution Amplifier	1
Hosa HDMA-403 High Sped HDMI Cable with Ethernet, HDMI to HDMI, 3ft	9
HEARING ASSIST SYSTEM	
Listen Technologies MLD5 MultiLoop Driver (5 Amps x2)	1
Listen Technologies LA-396-14-G 14 AWG Hearing Loop Cable – Green	15 ft
Listen Technologies LA-396-14-R 14 AWG Hearing Loop Cable – Red	15 ft
CONTROL SYSTEM	
Kramer Electronics VS-88UT/110V 8x4 HDMI, HDBaseT & Audio Matrix Switcher	1
Kramer Electronics KT-107 7" S1 tabletop/in-wall Black Touch Panel	1
Middle Atlantic C5K3C1SSTASZP001 C5PK,3X22X32, SOTA,T,ZP,AS	1
Middle Atlantic C5-FF22-3 C5 FURN FRAME, 22D, 3 BAY	1
COMMUNITY CENTER	
AUDIO SYSTEM	
DESCRIPTION	QTY

JBL Control 26CT with Transformer	18
Atlas APX40TN Constant -directivity paging loudspeaker	6
DBX ZonePro 640 6x4 Zone Mixer w/2-mic inputs & 4-stereo inputs	1
DBX ZC-2 Volume/Mute Controller on Single Gang Plate	1
DBX ZC-8 Program Selector Switch Up/Down volume control on single gang plate	4
DBX ZC-BOB Breakout Box for Multiple Zone Controllers	1
Crown CTS4200 4 channels in 2RU; AB+B Multi-mode output topology; MCA accessory modules for remote VCA level control and IQ system control; FIT (Fault isolation topology); TLC protection; JTS (Junction Temperature Simulation)	1
Lowell L250-17 Wall Mount 10-Unit rack cabinet with locking solid front door	1
A/T 3000-Series Wireless Receiver with rack mount, 1 bodypack transmitter, 1-AT892 Microset microphone in beige, 1 handheld microphone transmitter, 1 interconnect cable	1-Combination Package
JBL Control 19-in ceiling subwoofers to game room	1
Crown 14M 4-input manual mixer for multi-purpose room	1
CAT-5, speaker and microphone wire at the Community Center; was included as a lump sum in the original bid when installed in 2006.	Unknown footage
PROJECTION SYSTEM	
EPSON VS350 Projector	1

Scope of Work, Specifications & Requirements

The City is requesting proposals from qualified vendors interested in providing A/V solutions, streaming equipment, support, maintenance, warranty, and training to upgrade our current A/V systems in two separate locations: 1) the Carnegie Room at the Abilene Public Library where public meetings, including the city commission, are held, and 2) the Recreation Community Center at 1020 NW 8th Street.

The proposal should be capable of integrating with some or all the existing hardware currently in place and, at a minimum, include:

Carnegie Room

1. Centralized management capabilities of both the audio and visual equipment.
2. Cameras positioned at a minimum on the north and the south sides of the room, with zoom capabilities, to capture both commissioners' and podium faces when speaking.
3. Microphones that can be muted and controlled both by the individuals speaking and an individual with control of all video and sound, including a ceiling microphone or system that will be able to pick up comments that are not spoken directly into a microphone.
4. Ability to show presentations on all screens without having to present through a video meeting. The audio and video being streamed or recorded should show the presentation and hear the person presenting.
5. Both a live stream option and the ability to post recorded meetings onto the City's YouTube channel.

Community Center

1. Centralized management capabilities of both the audio and visual equipment.
2. Upgrade projection and sound in the multi-purpose room.

3. Upgrade the sound system in the gym and lobby.
4. Upgrade microphone capabilities in all areas to include the ability to use over the entire building or separate rooms individually.
5. Ability to use the sound system and microphone over the entire building, while also separating specific rooms (gym, lobby, multi-purpose room).
6. Install an intercom system for the entire building with the capability to separate rooms.

Response Format

Acceptable proposals shall include the following:

Title Page – RFP subject, name of the vendor, address, telephone number, name of contact person and the date.

Vendor Profile – Brief outline of the company and services offered; include:

- Full legal name of the company.
- Year business was established.
- Location of the office performing the installation and responding to requests for support.
- List of clients with similar needs using similar products and services.
- References – contact information for five references from projects similar in size, application and scope.

Detail of Hardware and Work – Provide images and technical specifications of each type of proposed hardware that will be used in the proposed system.

Cost Summary and Pricing –

- **Hardware:** List and describe the cost of each piece of equipment and hardware that is required.
- **Software Licensing:** List and describe the licensing, implementation, maintenance, support and training fees associated with your proposal.
- **Installation:** Describe labor, equipment, supplies or other costs associated with installing your proposal.
- **Support & Maintenance:** Describe and list any other ongoing costs associated with the operation and maintenance of your proposal, including a detailed description of standard and extended support, maintenance, and the average response time for a support request.
- **Miscellaneous:** List and describe any other costs associated with your proposal.

Selection Process & Evaluation Criteria

The evaluation of each response will be based on its demonstrated competence, compliance, format, cost-effectiveness, and ease of use of the final system. All proposals received will be evaluated based on the following criteria:

- Capability of vendor to provide A/V solutions.
- Capability of the vendor to provide all necessary equipment for the desired system.
- Ease of operations, management, and support of the A/V solutions.
- Capability of vendor to provide and administer end-user training.
- Cost effectiveness of the A/V solutions.

Timeline

- **RFP Release** – February 21, 2024
- **Site Visit, if desired** – no later than March 6, 2024
- **Deadline to Submit Questions** – March 7, 2024
- **Addenda posted (if applicable)** – no later than March 8, 2024
- **Deadline for Submittal of RFP** – March 20, 2024
- **City Commission Study Session Review** – March 25, 2024
- **Recommendation of Contract to City Commission** -April 8, 2024
- **Expected Contract Award** – April 8, 2024

RFP Terms & Conditions

1. The City of Abilene reserves the right to reject any or all proposals.
2. Sales of goods to the City of Abilene are exempt from State sales tax. A state sales and use tax certificate of exemption will be issued to the awarded vendor.
3. Certificates of insurance shall be provided to the City. All insurance shall be in effect during the term of the contract.
4. Site visits are encouraged; all site visits shall be requested through Leann Johnson, Finance Director, at leann@abilenecityhall.com or by phone at 785-263-2550. Site visits will not be scheduled after March 6, 2024.
5. Questions regarding the RFP shall be submitted in writing to Leann Johnson, Finance Director, at leann@abilenecityhall.com by **Tuesday, 4:00 p.m. CST March 6, 2024**. Responses to all questions received will be added to an Addenda to the RFP and posted no later than March 8, 2024.
6. Although cost is an important consideration, the City of Abilene shall not be obligated to accept the lowest cost proposal but will base its decision on the criteria noted.
7. All data, documents, and other information provided in response to this RFP shall become the property of the City of Abilene and will not be returned.
8. Expenses incurred in the preparation and submittal of proposals are solely the responsibility of the respondent and not the City of Abilene. No costs are chargeable for work under the proposed contract that may be incurred before receipt of either a fully executed contract with the City or specific written authorization from the City of Abilene.

City of Abilene, Kansas

Request for Proposal

Carnegie Room & Recreation Community
Center Audio Visual Update

ADDENDUM #1

**RFP Questions and Answers &
Amended Introduction**

March 8, 2024

Proposal Deadline: March 20, 2024

This addendum answers questions submitted by potential bidders as of March 7, 2024. Explanations contained in this document are considered part of the RFP for the purposes of determining whether a proposal satisfies a particular criterion discussed herein.

Submitted by:
Leann Johnson
Finance Director
City of Abilene, Kansas
Address: 419 N. Broadway; P.O. Box 519
Abilene, KS 67410
Phone: 785-263-2550; **Facsimile:** 785-263-2552
Email: leann@abilenecityhall.com



Question #	Question	Response
1	General Question- Can you provide a building or floor plan layout of the locations?	Yes. See Attachment A in this Addendum.
2	General Question- Is there a budget for this project? What is the expected actionable financial range for this project to be proposed within?	We are asking vendors to submit proposals based on their recommendations for the best solution to meet the minimum requirements of the RFP. If the City determines there is no proposal that meets the minimum requirements and is financially acceptable, the City may choose not to award the project and seek a different direction.
3a	Introduction (Carnegie Room)- What is “Centralized management capabilities of both the audio and visual equipment”? Could you please expand on centralized management request of the AV systems? Does this mean monitoring of the systems with alerting and administration tools to look at usage or does this mean a centralized interface that can control all aspects without use of remotes? Something different?	Currently, our A/V vendor comes in during commission meetings to run the live stream on the City’s YouTube channel. The City would like to shift this control to a staff member attending the meeting, where they will be able to have individual control of all microphones (to turn mute on or off) and camera views, as needed. It would be a centralized interface to control all aspects of the meeting recording. There does not need to be any monitoring with alerts or administration tools to look at usage.
3b	Introduction (Community Center)- What is “Centralized management capabilities of both the audio and visual equipment”?	The current system’s microphone option does not work. The user should be able to use the microphone to make an announcement for the entire building or by section or zone: which include the Game Room/Lobby, Gym, and Multi-Purpose room. Sometimes, the microphone works but cuts in and out, and other times, it doesn’t work at all.
4	Location Specific- Does the City want to upgrade either of the screens for the projectors in the Community Center’s Multi-Purpose room or Carnegie Room?	No. Both screens are in good condition and do not need to be replaced. The City wants to mount the projector on the ceiling in the Community Center and install an HDMI input option on the wall behind the screen with a Chromecast-type option for wireless capabilities. The current setup at the Community Center requires the presenter to use the cords in the north cabinet and bring them across the floor to the screen.
5	Location Specific- What is the white camera in the Carnegie Room?	The camera located west of the projector in the back of the Carnegie Room in the library is the camera being used for Zoom meetings.
6	Zoom Meetings- What does the City want the Zoom	Currently, they see the view set by the dedicated camera. Ideally, the Zoom participant should be viewing the live

	participant to see on their end of the Zoom meeting?	stream or what is being recorded as the meeting on their end.
7	Existing system equipment in the Community Center- Where is the fourth DBX ZC-8 switch?	CORRECTION to the RFP: There are only 3 DBX ZC-8 program selector switches, which are the Lobby/Game room, Gym and Multipurpose Room; there are not 4.
8	Location Specific-Is the floor raised in the Carnegie Room for access to the wiring underneath?	No, but access to the wiring underneath the floor of the Carnegie Room can be made from the Basement in the Children's Library area. Please note there is open conduit chase in some of the currently installed floor boxes. All the ceiling wiring can be accessed directly through the ceiling within the Carnegie Room.
9	Timeline-What is the City's expectations for the timeline of the project after being awarded?	The City prefers to complete the project before the budget hearings that will be scheduled in August.
10	General Question- Do you have any wiring schematics of the current systems? Do you have schematics, or the equipment wiring drawings, for either of the systems that exist today?	No. Unfortunately, the City does not have wiring drawings for either of the systems as they exist today.
11	Location Specific- Do you want the microphone to be stationary at the Community Center? What types and how many?	The City would like to retain the ability to use one handheld microphone. The City would prefer wireless capabilities for mobility throughout the building. Still, the City will accept a wired microphone in the control room if both options exist.
12	Location Specific- Do you want the projector permanently mounted in the Community Center? Do you have mounting gear for the projector?	Yes, the City is desiring to mount the projector for the Community Center permanently. It is currently on a mobile cart, and the City does not have any mounting gear for the ceiling.
13	Location Specific- Do you want to relocate the controls at the Community Center?	No, the City desires to keep the control room where it is currently located at the Community Center. The current setup has controls for the Lobby/Game Room and the Gym in the office, with the Multi-Purpose Room control only in the Multi-Purpose Room. The Multi-Purpose Room will need to retain control within the room itself, but the City would also consider proposals with adding centralized control of all three rooms in the office.
14	Location Specific- Do you want a standard throw or ultra-short distance for the projector at the Community Center?	The City prefers standard throw and does not require an ultra-short throw distance for cost feasibility.

15	Location Specific- Are you wanting to replace the speakers in the gym at the Community Center?	No, the speakers remain in good condition. The City prefers to utilize as much of the current equipment as possible. Still, we will defer to the individual responses for the professional recommendations to accommodate the minimum requirements of the specifications listed in the RFP.
16	Introduction (Carnegie Room)- What is the current online platform being used to live stream on the City's YouTube Channel?	www.DVcloud.tv/
17	Location Specific- Does the Carnegie Room need to be enabled to do video conferencing beyond the recording/streaming access to YouTube on a platform like Zoom, Microsoft Teams, GoToMeeting, etc.? If this is a need, do you dedicate a computer permanently to this room for that conferencing to start the call from or should we plan on it being driven by a guest laptop that comes into room? Do you currently have individuals bring in their own laptops to host the meetings, or do you have a designated computer for the room that hosts? A host computer would just require the different users to log in to their zoom account or use the county account. Which method would you prefer?	Currently, the room is set up for Zoom video conferencing when a commissioner cannot attend the meeting in person. There is a dedicated computer and camera used to start and host the zoom meeting call. We prefer this not to change. We would also like to include the Zoom meeting as an option for presenters who cannot attend the meeting in person.
18	Location Specific- In the Community Center, Kellee mentioned that she thought the speakers in Lobby could be reused and we should only replace Gymnasium's speakers but in the RFP document it states to	The City would prefer to use as much of the current equipment using the existing speakers in both rooms, if possible. Still, we will defer to the individual responses for the professional recommendations to accommodate the minimum requirements of the RFP.

	replace Lobby so which do we abide by?	
19	Are you wanting the capability of wireless presentations?	Not necessarily; however, part of the evaluation of each response will be based on the ease of operations, management, and support of the proposals received.
20	Location Specific- How many speakers are in the Carnegie Room?	There appears to be eight (8) total speakers in the ceiling of the Carnegie Room.
21	Location Specific- How many wired access ports do you want in the multi-purpose room at the community center?	One will be sufficient, located somewhere at the front of the room where the screen is currently located.
22	Location Specific- Do you want access control for each room in each of the other rooms at the Community Center?	No. It is not necessary to add this feature. However, centralized access control from the main office would be ideal for all or each of the three location zones (Lobby/Game room, Gym, and Multi-Purpose room), but keeping the access control available within the multi-purpose room for the multi-purpose room like it is now
23	Response Format- Can a proposal be submitted without the specific cost listed for each piece of equipment?	The City does not want to cause any undue liability for a vendor printing a cost associated with equipment binding them to a minimum advertised price. The City, while it prefers to be able to evaluate proposals by detailed cost breakdowns, vendors may choose to submit proposals without the cost of each identified equipment if it clearly defines the full scope of work and bill of materials to differentiate between the cost of equipment and labor associated with the proposal.
24	Response Format- Does the proposal need to be separated by location?	The City will be awarding the project to a single vendor either whole or in part, it will not be awarded by location. However, providing comprehensive detail in the proposal will facilitate a more thorough evaluation process.
25	Introduction & Response Format- Will a download link provided within the email response be acceptable if the file is too large to attach?	Yes, the City's only expectation is that we can open and save an electronic copy to be viewed and printed as needed for our evaluations.
26	Location Specific- Do you want a wireless connection?	The City is not opposed to the idea, but it is unnecessary. We will be evaluating responses for the most functional and convenient proposal that achieves our desired outcome and remains cost-effective.
27	Location Specific- Is there a need or desire to protect the permanently mounted projector within the multi-purpose room at the Community Center?	No, no activities are played in the multi-purpose room with balls or flying objects.

28	Location Specific- Do you see a need or use for a dual-purpose microphone system (i.e. Presenter has a microphone, and another microphone could be used for questions and answers)?	No, a single microphone will be sufficient.
29	What are the working hours for the library and the community center? Could we work 10-hour or longer days, or do we have set hours in the building like 8-5?	This could be negotiated if needed. The hours of operation for each location is: <u>Library:</u> Monday 9 AM - 6 PM Tuesday 9 AM - 6 PM Wednesday 9 AM - 6 PM Thursday 9 AM - 6 PM Friday 9 AM - 6 PM Saturday 9 AM - 2 PM Sunday Closed <u>Community Center:</u> Mon-Thurs: 7 am - 8 pm*(May 27-August 5, 7am – 7pm) Fri: 7:30 am - 5 pm Sat: 9 am - 3 pm Sun: 1 pm - 5 pm
30	Does the term “upgrade” mean that the AV company selected is responsible for the labor to uninstall components not carrying forward in new design?	Yes. Any improvements made to the current system would include the uninstallation of hardware and equipment that would no longer be used.
31	The ability to put any video source on any display or projector, often referred to as video matrixing, was discussed during site survey but don’t clearly see stated in RFP documents so is this a requirement?	This was something the City discussed after the RFP was posted with the original specifications and requirements. We are asking for proposals to include an alternate bid with this option. See the Amended Introduction as posted within this Addendum 1. The City will decide If it makes fiscal sense to include this as part of the evaluations.

Attachment A-Layout Drawings

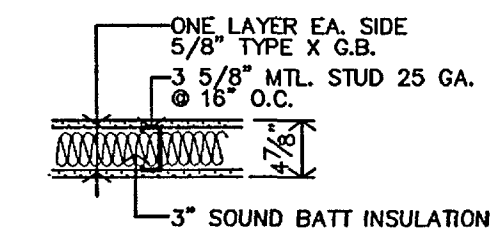
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GENERAL ARCHITECTURAL NOTES

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS & CONDITIONS.
- INSTALL MATERIALS AND/OR FINISHES AS INDICATED, IMPLIED OR AS REQUIRED FOR COMPLETE AND FINISHED INSTALLATION.
- CG - INDICATES LOCATION OF CORNER GUARD, REF SPECIFICATIONS.
- FEC - INDICATES LOCATION OF FIRE EXTINGUISHER CABINET, REF SPECIFICATIONS & K-A2.4.

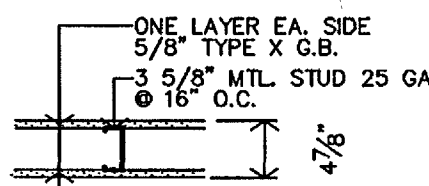
PARTITION TYPES

ALL WALLS TO DECK & SEALED SMOKE TIGHT UNLESS OTHERWISE NOTED.



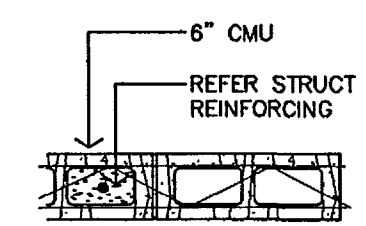
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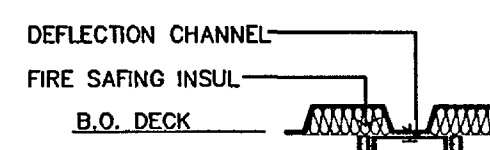


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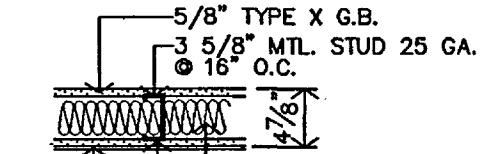
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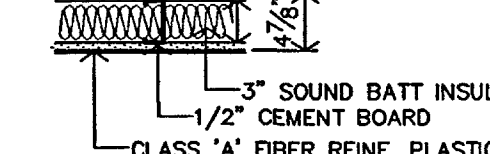
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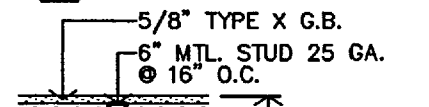
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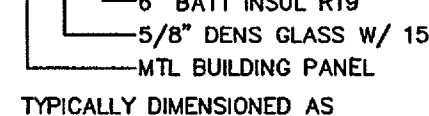
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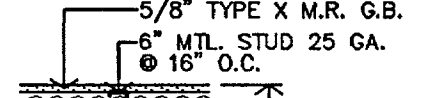
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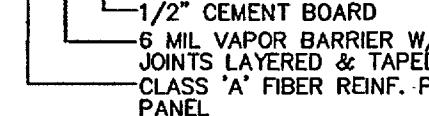
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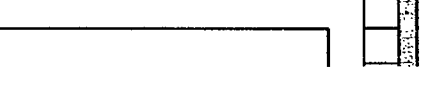
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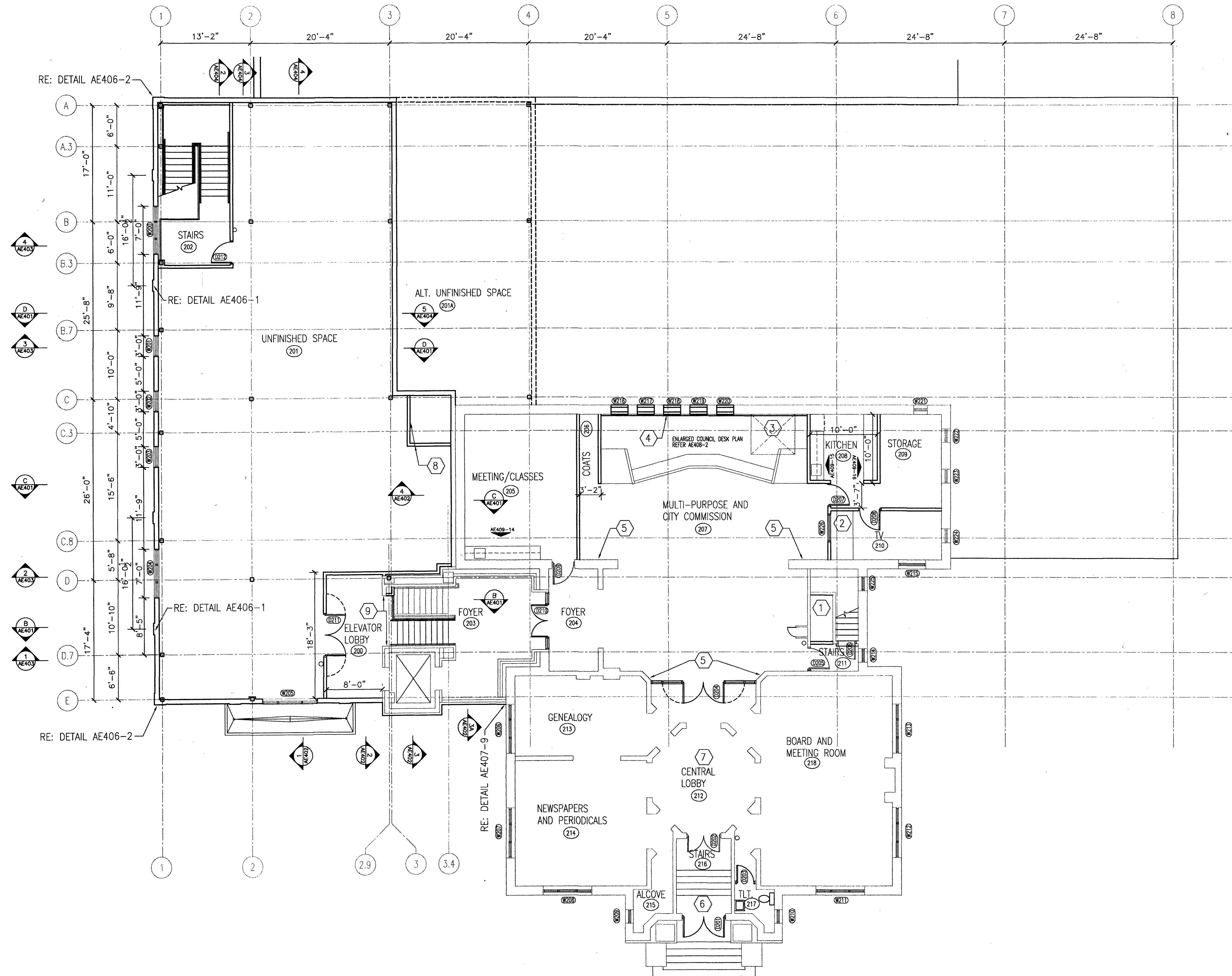
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KEYED NOTES - MID AND UPPER LEVEL PLAN AE101

- 1 EXISTING STAIRS FROM LOWER TO MID LEVEL TO BE REMOVED PROVIDE WOOD JOIST FRAMING AND FLOOR SHEATHING AS REQUIRED TO CLOSE OPENING AND PROVIDE SUPPORT FOR NEW CEILINGS BELOW.
- 2 TELEVISION PLATFORM 2"x 6" WOOD JOISTS WITH 1/2" PLYWOOD.
- 3 FRAME NEW SECTION OF FLOOR AT STAIR OPENING.
- 4 5/8" GYPSUM BOARD ON 1-5/8" STUDS - ABOVE WOOD SILL TRIM AT CLERESTORY WINDOWS.
- 5 REPAIR EXISTING PLASTER WALLS AS REQUIRED.
- 6 REMOVE EXISTING PEG BOARD ABOVE WOOD WAINSCOT AND PATCH/REPAIR EXISTING PLASTER WALLS AS REQUIRED.
- 7 RESTORATION ABOVE WOOD WAINSCOT TO BE BY OWNER ROOM 212.
- 8 ONE HOUR SHAFTWALL CONSTRUCTION.
- 9 REPAIR/REPLACE BRICK VENEER AT NEW OPENING AS REQUIRED.

SYMBOL KEY

	EXISTING WALL
	NEW WALL
	ROOM NAME/NUMBER
	DOOR INDICATOR
	WINDOW INDICATOR
	BUILDING SECTION INDICATOR WITH SHEET NUMBER
	WALL SECTION INDICATOR WITH SHEET NUMBER
	INTERIOR ELEVATION INDICATOR WITH SHEET NUMBER
	DETAIL SECTION INDICATOR WITH SHEET NUMBER

**RENOVATION AND ADDITIONS TO
THE ABILENE PUBLIC LIBRARY**
209 NW 4TH STREET
ABILENE, KANSAS 67410

ARCHITECT
HANS J. FISCHER, AIA
COLONIAL COURT
LAWRENCE, KS 66044-2510
PHONE & FAX 785-841-4106

CONSULTANTS

MDRS ARCHITECTS, L.L.C.
12344 W. 79TH TERRACE
LENEXA, KANSAS 66215
(913) 694-1319

smith&boucher
ENGINEERS
2501 west valley parkway, suite 200, topeka, ks 66601
p 913.346.2127 / 888.289.7540 f 913.346.0817
project number 047717

FINNEY & TURNIPSEED P.A.
CONSULTING ENGINEERS
BUILDING & RELATED STRUCTURES
603 TOPEKA BLVD.
TOPEKA, KS 66603
(785) 235-2363



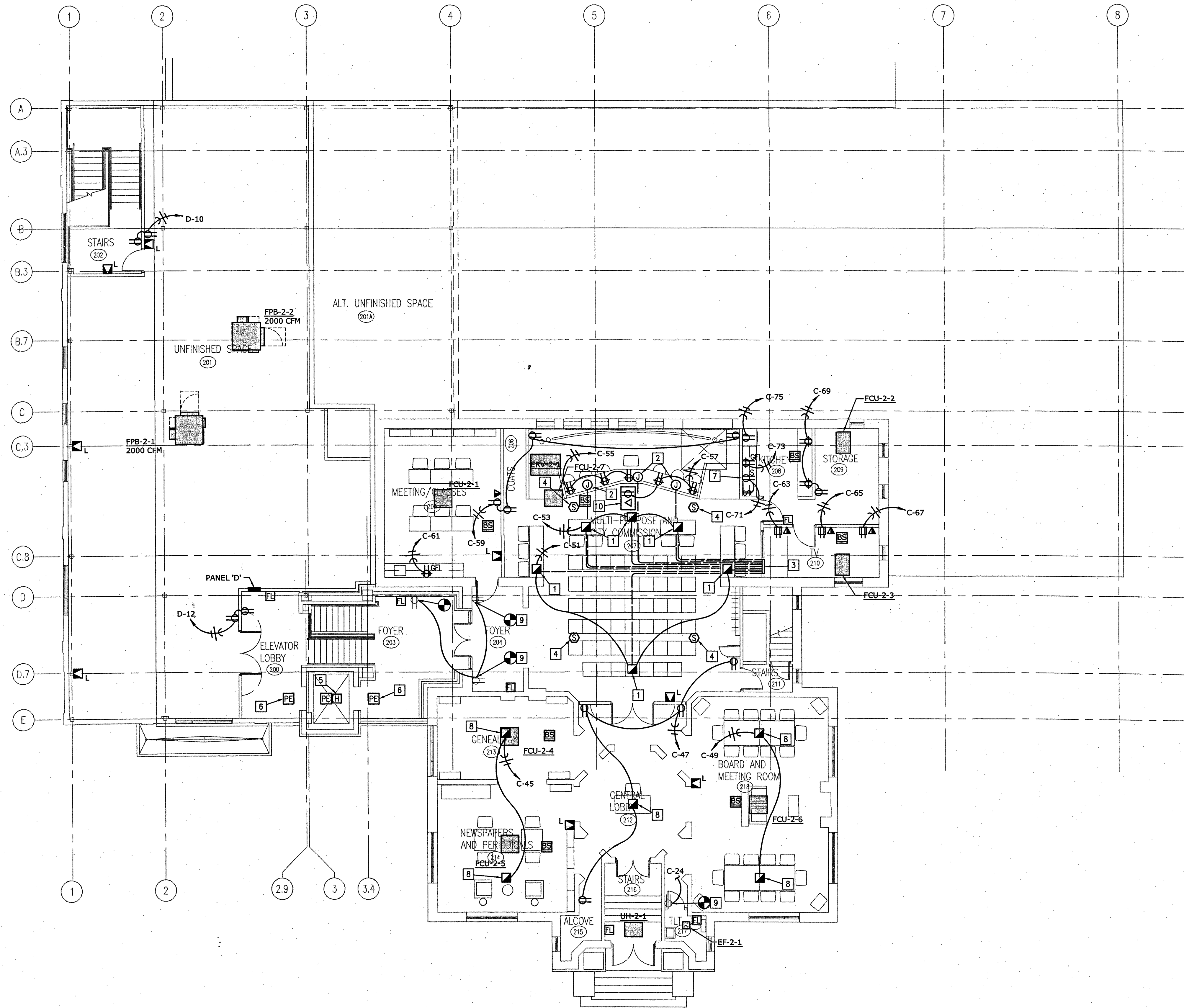
REVISION NO. DATE:

DATE: 09/23/08
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CHECKED BY:
PROJECT NO:
SHEET NUMBER:

AE101

PROJECT NAME: ABILENE LIBRARY RENOVATION
LOCATION: 209 NW 4TH STREET, ABILENE, KS 67410
DATE: 09/23/08
DRAWN BY: SBI
CHECKED BY: PRP
PROJECT NO: E202
SHEET NUMBER: 1

SCALE: 1/8" = 1'-0"
20
12
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4
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feet



- GENERAL ELECTRICAL NOTES:**
- WHERE RECEPTACLES ARE SHOWN TO BE INSTALLED ON EXISTING WALLS FURNISH AND INSTALL A COMPLETE SURFACE MOUNTED STEEL ONE-PIECE RACEWAY AND ALL REQUIRED ACCESSORIES. RACEWAY SYSTEM SHALL BE WIREMOLD SERIES V700 OR APPROVED EQUAL. WHERE RECEPTACLES ARE SHOWN TO BE INSTALLED IN NEW WALLS, CONCEAL ALL WIRING, OUTLET BOXES, AND CONDUIT PER THE SPECIFICATIONS.
 - WHERE DATA/COMMUNICATION OUTLETS ARE SHOWN TO BE INSTALLED ON EXISTING WALLS, FURNISH AND INSTALL A COMPLETE SURFACE MOUNTED NON-METALIC RACEWAY AND ALL REQUIRED ACCESSORIES. RACEWAY SYSTEM SHALL BE WIREMOLD SERIES 2300 OR APPROVED EQUAL. WHERE DATA/COMMUNICATION OUTLETS ARE SHOWN TO BE INSTALLED IN NEW WALLS, CONCEAL ALL OUTLET BOXES AND CONDUIT PER THE SPECIFICATIONS.
 - REFER TO MECHANICAL EQUIPMENT SCHEDULES FOR REQUIRED ELECTRICAL WORK ASSOCIATED WITH MECHANICAL EQUIPMENT.

- PLAN NOTES:**
- WIREMOLD 880W2 SERIES TWO-GANG FLOOR BOX OR APPROVED EQUAL. TWO GANG BRASS FLANGE (827B), ONE-GANG FOR DUPLEX RECEPTACLE WITH BRASS COVERPLATE (828R) ONE-GANG FOR COMM. OUTLETS WITH BRASS COVERPLATE (828GFITC). ROUTE (1) 1" CONDUIT FROM FLOOR BOX TO COMMUNICATIONS ACCESS PANEL IN TV 210.
 - 4"x4" JUNCTION BOX ABOVE COUNTER FOR COMM. OUTLETS. ROUTE (1) 1-1/2" CONDUIT FROM JUNCTION BOX TO COMMUNICATIONS ACCESS PANEL IN TV 210.
 - 2'-0"x2'-0" ACCESS JUNCTION BOX RECESSED IN WALL FOR TERMINATION OF MULTI-PURPOSE ROOM 217 COMMUNICATIONS CONDUITS.
 - FURNISH AND INSTALL 8" SPEAKER BACK-BOX IN CEILING TILE WITH GRILLE. ROUTE (1) 3/4" CONDUIT FROM BACK-BOX TO COMMUNICATIONS ACCESS PANEL IN TV 210.
 - FURNISH AND INSTALL A HEAT DETECTOR WITHIN 24" OF EACH SPRINKLER HEAD IN ELEVATOR HOISTWAY.
 - SMOKE DETECTOR FOR ELEVATOR RECALL. CONNECT TO EXISTING ELEVATOR CONTROLLER AND FIRE ALARM SYSTEM AS REQUIRED.
 - RECEPTACLE LOCATED BELOW SINK FOR CONNECTION TO DISPOSAL.
 - WIREMOLD 880W2 SERIES TWO-GANG FLOOR BOX OR APPROVED EQUAL. TWO GANG BRASS FLANGE (827B), ONE-GANG FOR DUPLEX RECEPTACLE WITH BRASS COVERPLATE (828R) ONE-GANG FOR COMM. OUTLETS WITH BRASS COVERPLATE (828GFITC).
 - RE-CIRCUIT EXISTING RECEPTACLE.
 - FURNISH AND INSTALL A DUPLEX RECEPTACLE AND DATA JUNCTION BOX IN CEILING TILE FOR FUTURE PROJECTOR. ROUTE (1) 1" CONDUIT FROM DATA JUNCTION BOX TO COMMUNICATIONS ACCESS PANEL IN TV 210.

MID AND UPPER LEVEL PLAN - POWER
SCALE: 1/8" = 1'-0"

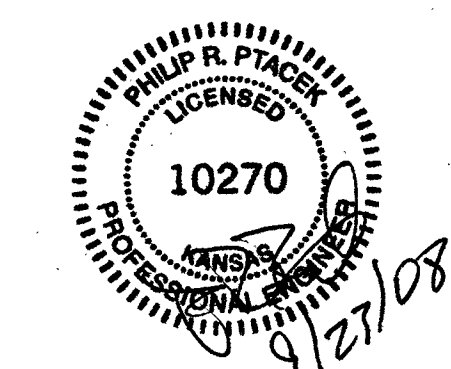
**RENOVATION AND ADDITIONS TO
THE ABILENE PUBLIC LIBRARY**
ABILENE, KANSAS 67410
209 NW 4TH STREET

ARCHITECT
HANS J. FISCHER, AIA
4 COLONIAL COURT
LAWRENCE, KS 66044-2510
PHONE & FAX 785-841-4106

CONSULTANTS
MORS ARCHITECTS, LLC
12344 W. 78TH TERRACE
LENEXA, KANSAS 66215
(913) 894-1319

smith&boucher
ENGINEERS
25001 West Valley Parkway, Suite 200, Overland Park, KS 66201
p. 913.345.2127 / 888.299.7540 / f. 913.345.0617
project number 0812002

FINNEY & TURNER, P.A.
CONSULTING ENGINEERS
BUILDING & RELATED STRUCTURES
805 TOWERS PLAZA
TOPEKA, KS 66603
(785) 235-2363



REVISION NO. DATE:

DATE: 09/23/08
DRAWN BY: SBI
CHECKED BY: PRP
PROJECT NO:
SHEET NUMBER:

E202

AMENDED Introduction

The City of Abilene, Kansas, is requesting proposals from qualified vendors to reconfigure and ~~upgrade-improve~~ our current audio-video systems in two separate locations: 1) the Carnegie Room at the Abilene Public Library where public meetings, including the city commission, are held, and 2) the Recreation Community Center at 1020 NW 8th Street. Acceptable proposals will provide professional services for this effort by designing and implementing the necessary upgrades to meet the minimum requirements ~~and the uninstallation of equipment if it is replaced~~.

The City requests that responding vendors propose the following equipment, installation, and services for the **Carnegie Room**:

1. Centralized management capabilities of both the audio and visual equipment ~~for a centralized interface to control the audio and visual components of the meeting recording and livestream.-~~
2. Cameras positioned at a minimum on the north and the south sides of the room, with zoom capabilities, ~~automated~~ to capture both commissioners' and podium faces when speaking.
3. Microphones that can be muted and controlled both by the individuals speaking and an individual with ~~centralized~~ control of all video and sound, including a ceiling microphone or system that will be able to pick up comments that are not spoken directly into a microphone.
4. Ability to show presentations on all screens without having to present through a video meeting. The audio and video being streamed or recorded should show the presentation and hear the person presenting.
5. Include both a live stream option and the ability to record meetings for upload to the City's YouTube channel.
- 5.6. ~~ALTERNATE BID INCLUSION: The ability to separate what the five commissioners' screens are showing independent from what is being shown on the wall monitors and the projector screen. The example described to all site visitors was the ability to display the meeting agenda only on the monitors for the commissioners during the meeting.~~

The City requests that responding vendors also propose the following equipment, installation, and services for the **Community Center**:

1. Centralized management capabilities of ~~both~~ the audio ~~and visual~~ equipment.
2. ~~Upgrade-Mount the~~ projection ~~equipment on the ceiling and sound~~ in the multi-purpose room:-
3. Upgrade the sound system in ~~the building as it currently exists with zones or rooms designated as the Gym, the Lobby/Game Room, and the Multi-Purpose Room:-~~
4. Upgrade microphone capabilities in all areas to include the ability to use over the entire building or separate rooms individually.
5. Ability to use the sound system and microphone over the entire building, while also separating specific rooms ~~or zones to include the Gym, Lobby/Game Room, and multi-purpose room).~~
6. ~~Install an intercom system for the entire building with the capability to separate rooms:-~~

Proposals must be submitted and received via email [either as an attachment or downloadable link](mailto:leann@abilenecityhall.com) to leann@abilenecityhall.com no later than **2:00 pm CST on Wednesday, March 20, 2024, in order to be considered.** Any proposals not received by the City's deadline will be returned to the vendor as rejected.

Proposals submitted must be binding for at least 90 days after the date received. The City will select the proposal that, in its opinion, is in the best interest of the City. The City reserves the right to reject any or all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right at the sole discretion of the City to reject any or all proposals and to waive technicalities but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal. In addition, to accept the proposal deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal for any or all items separately or together.

Vendors are encouraged to request a site visit if desired. Please reach out by phone or email to the primary contact to schedule a visit. All visits must be completed prior to March 6, which is when all questions regarding the RFP are due. All communication on the proposal and formal submissions should be made to the primary contact. The proposal's primary contact is:

Leann Johnson
Finance Director
[City of Abilene, Kansas](http://www.cityofabilene.com)
Address: 419 N. Broadway; P.O. Box 519
Abilene, KS 67410
Phone: 785-263-2550; **Facsimile:** 785-263-2552
Email: leann@abilenecityhall.com

Award of Contract – The final award of the proposal or contract will be made by Abilene's City Commission.

Contract – In addition to the completed proposal, a resulting contract may be required by the City, including but not limited to, written correspondence between the City and the vendor after the proposal submission, facsimiles, and product literature.

Confidentiality of Documents – All proposals that have been submitted shall be open for public inspection after award approval by the Abilene City Commission. Trade secrets and confidential information, as specified by the vendor, contained in the proposals shall not be open for public inspection.

Contact with City Employees – To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the proposal's primary contact person as named in this RFP. Contact with any other City employee is expressly prohibited without the prior consent of the person named herein. Vendors directly contacting other City employees will risk the elimination of their proposal from further consideration.









City of Abilene Administration Department

Carnegie Room & Recreation Community Center Audio Visual Update

Bid Tabulation

COMPANY NAME	PROPOSAL	ALTERNATE
Hopp's Sound & Electric	\$39,609.00	n/a
Solid Rock	\$55,887.13	\$6,329.22
McClelland Sound, Inc.	\$70,000.00	\$9,000.00
Electronic Contracting Co.	\$82,625.17	n/a
Audio Video Innovations, Inc.	\$85,931.39	n/a
CCS Presentation Systems	\$94,965.15	n/a
AVI-SPL LLC	\$142,235.24	n/a
E-Logic IT Solutions	\$168,193.58	n/a



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Tuesday, May 28, 2024

Session: Regular Meeting

Topic: Credit Card Processing Fees

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

The city is currently in the middle of migration from the current financial software to Tyler's ERP Pro. The original proposal and subsequent contract include utilizing Tyler's division Tyler Payments to receiving credit card and online payments. Currently, the city has five different 3rd party vendors accepting payments department-wide.

Administration & Community Development (phone and in person): EGov Strategies

Administration (online, automatic payments): PSN

Water & Sewer Payments (Kiosk): US Payments (Note: this will stay the same, it is the vendor for the Kiosk specifically. They will provide the city an import file to process and apply the Kiosk payments into the ERP.)

Court & Police: Global Payments (NOTE: The city contracted this vendor for the Tyler Technologies Court Software Municipal Justice).

CVB: Square (NOTE: based on the quantity and cost my recommendation would be to stay with Square and not migrate the CVB store into the ERP at this time.)

Parks & Recreation: Global Payments (NOTE: this is the vendor contracted by the City for the CivicRec software for all phone, in-person and online payments.)

Administration, Community Development, Court and Police will merge into a single vendor contract for receipting payments in ERP Pro through the Cashiering module.

Parks & Recreation will remain on Global Payments, as the vendor currently is set up in the Civic Rec software and this will not be integrated into Tyler's ERP Pro at this time.

CVB has minimal transactions and will not be integrated into Tyler's ERP Pro at this time.

The only vendor Tyler Technologies is compatible with besides their own Tyler Payments department is Global Payments. At the time the Court went live on Municipal Justice Tyler Payments division of Tyler Technologies did not exist.

Attachments:

Spreadsheet Summary

Tyler Technologies Contract Page

[Continued]

Recommendation:

1) Approve a credit card vendor for ERP Pro:

1. Tyler Payments (in house department with Tyler Technologies) or
2. Global Payments (only 3rd party vendor compatible with ERP Pro).

2) Continue to absorb current credit card transaction fees or pass the fees along to the customer:

1. (Status Quo) Continue absorbing credit card and online processing fees for utility and CVB payments, and phone and in-person customers for Court, Police and the Parks & Recreation departments with the implementation of ERP Pro, or
2. Pass on all credit card and online processing fees to customers upon implementation of ERP Pro, but continue to absorb the fees for Utility payments, or
3. Pass on all credit card and online processing fees to all customers upon implementation of ERP Pro, or
4. A combination of any of the above.

Fiscal Note:

See attachments

Funding Source:

Water & Sewer Funds for Utility payments

General Fund for CVB, Court, Police and Parks & Recreation

Vendor	Dept	Phone	In-Person	Online	Fees	Notes
Egov Strategies	Admin	Yes	Yes	No	3.95	per transaction (city absorbed)-Inperson and Phone payments only
Egov Strategies	Comm Dev	Yes	Yes	No	3.95	per transaction (city absorbed)-Inperson and Phone payments only
PSN (online)	Admin	Yes	No	Yes	0.75	per transaction (city absorbed)
US Payments	Admin	No	Kiosk	No	0.35	per transaction (transaction .35 fee city absorbed per contract)
US Payments	Admin	No	Kiosk	No	1.35	AMEX Only per transaction up to \$1,000 (city absorbed) + 6-8¢ gateway fee/transaction
US Payments	Admin	No	Kiosk	No	0.6%+1.35	AMEX Only per transaction \$1,000-\$1,500 (city absorbed) + 6-8¢ gateway fee/transaction
US Payments	Admin	No	Kiosk	No	1.25%	AMEX Only per transaction over \$1,500 (city absorbed) + 6-8¢ gateway fee/transaction
Global Payments	Court/PD	Yes	Yes	Yes	1.00	per transaction up to \$99 (customer pays for online payments only; all others city-absorbed)
Global Payments	Court/PD	Yes	Yes	Yes	2.50	per transaction \$100+ (customer pays for online payments only; all others city-absorbed)
Square	CVB	Yes	Yes	Yes	3.5% +.15	Manually entered transactions (city absorbed)
Square	CVB	Yes	Yes	Yes	2.6% +.10	Swiped transactions (city absorbed)
Global Payments	P&R	Yes	Yes	Yes	0.30	per transaction (city absorbed for all payments and always has)
Global Payments	P&R	Yes	Yes	Yes	3.07%	per transaction (city absorbed for phone & in-person payments)
Global Payments	P&R	Yes	Yes	Yes	3.10%	per transaction on line (customer pays on-line transactions only)

E-Bill Fees Paid	2021	2022	2023
Global Payments	* \$ 3,541.00	\$ 2,981.00	
US Payments	\$ 209.32	\$ 262.96	\$ 149.09
Egov Strategies	\$ 15,290.45	\$ 15,212.66	\$ 15,677.55
PSN**	\$ 5,539.37	\$ 8,214.55	\$ 10,707.17
Global Payments	\$ 3,698.98	\$ 5,343.05	\$ 5,642.62
Total	\$ 24,738.12	\$ 32,574.22	\$ 35,157.43

Court/PD *included in Egov Strategies with Admin/Comm Dev
Kiosk-Utilities (\$600/year annual subscription fee)-installed in 2020
Admin/Comm Dev (2021 includes Court/PD)
2020 Avg after May (Covid)-2132.87 (**see pre-covid numbers below)
Parks & Rec

**	2019	2018	2017
\$	1,436.51	\$ 1,312.68	\$ 1,415.38

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: - Misc Receipts: In Person - EasyPay: Online - Permitting: Online and In Person	3.75% \$2.50 minimum
Client Electronic Payment Costs (Cost Plus Fee Model)	
If absorbing the transaction costs	
Utility Access Payments Bundle <u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express on top of bank and card brand fees for utility transactions as part of the bundled model. Applies to: Utilities (Bundle): Online and In Person	2.00% \$0.50 minimum
<u>Client eCheck Cost</u> – per electronic check transaction Applies to: Utilities: Online	\$1.50
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Payments EMV Card Reader Purchase: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.
(7 MIDs)



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Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Tuesday, May 28, 2024

Session: Regular Meeting

Topic: Airport – Tree Removal

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

A notice to bidders was sent and posted by Olsson Engineering for Abilene Municipal Airport for sealed bids to furnish all labor, materials and equipment and perform all work necessary to: clear and/or grub trees, grading, and seeding.

Sealed bids were due and opened at City Hall on May 22. The city received three (3) qualifying bids from Boyd Excavating, Smoky Hill Construction and Ebert Construction.

Attachments:

Olsson's Letter of Recommendation

Bid Tabulation

Plan Holders List

Olsson's Project Bidding File:

Final Design Report

Issued Project Manual

Issued Bid Plans

Issued Bid CSPP

Recommendation:

Award the contract for the base bid and alternative bid to Boyd Excavating for the project titled: Tree Clearing and Grubbing at the Abilene Municipal Airport.

Fiscal Note:

Total \$319,138.97

Base Bid: \$255,710.97 (90% FAA \$230,139.87/10% City match \$25,571.10)

Alternate Bid: \$63,438.00 (City funded only)

Funding Source:

FAA Grant

Airport Special Projects Fund



May 23, 2024

Ron Marsh, City Manager
City of Abilene
419 N. Broadway Avenue
Abilene, Kansas 67410

RE: Abilene Municipal Airport
Abilene, Kansas
AIP Project No. 3-20-0001-019
Olsson No. 023-01278
Contract Award

Mr. Marsh,

On May 22, 2024, three bids were opened for this project and the results are listed below.

	Boyd Excavating Abilene, KS	Smoky Hill Salina, KS	Ebert Construction Wamego, KS	Engineer's Estimate
Base Bid	\$255,710.97	\$359,037.00	\$406,281.00	\$321,380.00
Alternate Bid	\$63,428.00	\$52,746.50	\$77,868.52	\$65,815.00
Total	\$ 319,138.97	\$ 411,783.50	\$ 484,149.52	\$ 387,195.00

Errors in calculation are noted on the bid tabulation. Olsson calculated the total bid amounts shown by multiplying the unit prices and estimated quantities, then totaling the results.

Boyd Excavating was the low bidder. Their total bid amount was approximately 18 percent less than the engineer's estimate. The unit prices provided by Boyd Excavating are fair and reasonable for the work to be completed.

Boyd Excavating provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

Boyd Excavating meets the Bidder Qualification requirements listed in the Notice to Bidders, page NTB-2.

All bidders acknowledged Addendums No. 1.

The DBE contract goal was 0 percent. Boyd Excavating has acknowledged the DBE requirements and has committed to meet the contract goal.

Boyd Excavating Buy American Certification indicated their full compliance and no waiver was requested.

The low bidder was not found on the Debarred Prime or Subcontractors List, found at: www.sam.gov

A list of subcontractors was included in the bid proposal. The proposed subcontractors include Rutz Construction for earthwork. Olsson has no concerns with the subcontractor included for this project.

This company has completed numerous projects for the City of Abilene and Dickinson County. They are qualified to complete the work required by this project. Following a review of the bids, Olsson finds the bid proposal to be responsive and responsible and that the contract price is considered fair and reasonable and recommends that the contract be awarded to Boyd Excavating.

We understand that the city intends to award the contract upon FAA concurrence. The bid results will be presented to the City Council on May 28, 2024 for formal evaluation and consideration of a motion to award the contract for the base bid and alternate bid to Boyd Excavating for the project entitled "Tree Clearing and Grubbing" at the Abilene Municipal Airport.

The following items are enclosed:

1. Bid tabulation with engineer's estimate
2. Low bidder's complete proposal form, which includes:
 - a. Buy American Certification Form
 - b. DBE Utilization Statement
 - c. DBE Letter of Intent
3. Plan Holder's List

Please advise when the contract documents can be issued.

Sincerely,

A handwritten signature in cursive script, reading "Diane Hofer".

Diane Hofer, P.E.
Project Engineer

cc: Todd Rastorfer (FAA)

BID TABULATION

Bid Opening Date: 5/22/2024 - 11:00 AM
 Abilene Municipal Airport, Abilene, Kansas

Tree Clearing & Grading
 AIP Project No. 3-20-0001-017 / 019
 Olsson Project No. 023-01278

CONTRACTOR					Boyd Excavating Abilene, KS		Smoky Hill Salina, KS		Ebert Construction Wamego, KS		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-102	Temporary Seeding and Mulching	3.4	AC	\$5,000.00	\$17,000.00	\$1,080.00	\$3,672.00	\$4,084.35	\$13,886.79	\$1,500.00	\$5,100.00
2	C-102	Installation and Removal of Wattle Barrier	270	LF	\$9.70	\$2,619.00	\$7.00	\$1,890.00	\$13.15	\$3,550.50	\$5.00	\$1,350.00
3	C-105	Mobilization [N.T.E. 10%]	1	LS	\$12,274.00	\$12,274.00	\$35,000.00	\$35,000.00	\$47,436.93	\$47,436.93	\$35,000.00	\$35,000.00
4	P-151	Clearing and Grubbing	1.9	AC	\$30,000.00	\$57,000.00	\$86,000.00	\$163,400.00	\$38,811.08	\$73,741.05	\$20,000.00	\$38,000.00
5	P-152	Unclassified Excavation	1,930	CY	\$14.00	\$27,020.00	\$25.00	\$48,250.00	\$14.17	\$27,348.10	\$6.00	\$11,580.00
6	P-152	Embankment In-Place	6,056	CY	\$8.00	\$48,448.00	\$7.00	\$42,392.00	\$18.32	\$110,945.92	\$25.00	\$151,400.00
7	T-901	Seeding	3	AC	\$5,000.00	\$17,000.00	\$1,275.00	\$4,335.00	\$6,567.30	\$22,328.82	\$3,000.00	\$10,200.00
8	T-905	Off-Site Topsoil	2,065	CY	\$30.00	\$61,950.00	\$28.00	\$57,820.00	\$49.96	\$103,167.40	\$30.00	\$61,950.00
9	T-908	Mulching	3.4	AC	\$3,647.05	\$12,399.97	\$670.00	\$2,278.00	\$1,139.85	\$3,875.49	\$2,000.00	\$6,800.00
TOTAL BASE BID						\$255,710.97		\$359,037.00		\$406,281.00		\$321,380.00
101	C-102	Temporary Seeding and Mulching	0.5	AC	\$12,000.00	\$6,000.00	\$650.00	\$325.00	\$4,084.35	\$2,042.18	\$1,500.00	\$750.00
102	C-102	Installation and Removal of Wattle Barrier	20	LF	\$25.00	\$500.00	\$5.00	\$100.00	\$134.73	\$2,694.60	\$5.00	\$100.00
103	P-151	Clearing and Grubbing	0.5	AC	\$50,000.00	\$25,000.00	\$62,000.00	\$31,000.00	\$38,811.08	\$19,405.54	\$20,000.00	\$10,000.00
104	P-152	Embankment In-Place	1,561	CY	\$8.00	\$12,488.00	\$5.00	\$7,805.00	\$24.14	\$37,682.54	\$25.00	\$39,025.00
105	T-901	Seeding	0.5	AC	\$4,000.00	\$2,000.00	\$1,275.00	\$637.50	\$6,567.30	\$3,283.65	\$3,000.00	\$1,500.00
106	T-905	Off-Site Topsoil	448	CY	\$30.00	\$13,440.00	\$28.00	\$12,544.00	\$27.21	\$12,190.08	\$30.00	\$13,440.00
107	T-908	Mulching	0.5	AC	\$8,000.00	\$4,000.00	\$670.00	\$335.00	\$1,139.85	\$569.93	\$2,000.00	\$1,000.00
TOTAL ALTERNATE BID						\$63,428.00		\$52,746.50		\$77,868.52		\$65,815.00
TOTAL BASE & ALTERNATE BID						\$319,138.97		\$411,783.50		\$484,149.52		\$387,195.00
DBE Minimum Commitment (Project Goal: 0%)					0.0%		0.0%		0.0%			
Bid Guarantee:					5% Bid Bond		5% Bid Bond		5% Bid Bond			
Addendum No. 1					Yes		Yes		Yes			
Remarks:					Discrepancy due to miscalculation				Discrepancy due to miscalculation			

Plan Holder Report as of 05/22/2024 08:25 AM CDT
Abilene Municipal Airport, KS; Tree Clearing & Grading

Quest eBidDoc™ Number: 9098401

Closing Date: Wed, 05/22/2024 02:00 PM CDT **Posting Type:** Construction Project **Owner Name:** City of Abilene **Solicitor Name:** Olsson, Inc. (Lincoln, NE) **Contact:** Joyce Ewing **Phone:** 402-474-6311 **Email:** jewing@olsson.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
Nail Excavating, LLC 22208 E US Hwy 136, Bethany, MO-64424	Brian Nail nailexavatingllc@yahoo.com	660-425-4399	WBE	Prime Bidder	04/30/2024	eBidDoc	
Malm Construction P. O. box 269, Lindsborg, KS-67456	Kenneth Malm kennethmalm@gmail.com	785-227-3190 7852275059	SBE	Prime Bidder	05/02/2024	eBidDoc	
Ebert Const. Co., Inc. 103 W Valley St, Wamego, KS-66547	duane jackson duane@ebertconstruction.com	785-456-2455 785-456-2017	SBE	Prime Bidder	05/03/2024	eBidDoc	
ePlan 1400 Forum Blvd Ste 7B, Columbia, MO-65203	Eplan Reporter eplan@eplanbidding.com	5734477130 573-355-5404		Plan Room	05/06/2024	eBidDoc	
pinney dozer 2000 w Rogers Blvd, skiatook, OK-74070	jon pinney pinneydozer@yahoo.com	918-857-6522	WOSB	Other	05/06/2024	eBidDoc	
Boyd Excavating 110 S.W. 7th Street, Abilene, KS-67410	Jeff Boyd boydexavating@eaglecom.net	7852633472 7852632758	WBE	Plan Room	05/07/2024	eBidDoc	
Rutz Construction 1654 2000 Ave., Enterprise, KS-67441	Justin Rutz rutzconst@gmail.com	7854797587		Prime Bidder	05/07/2024	eBidDoc	
Olgoonik Enterprises, LLC 1861A H Street, Fort Riley, KS-66442	Brian Peterson bpeterson@olgoonik.com	785-784-8444		Prime Bidder	05/08/2024	eBidDoc	
Leavenworth Excavating & Equipment Co., Inc. 5037 S 4th Street, Leavenworth, KS-66048	Trevor Kratzberg estimating@lexeco.com	913-727-1234 913-727-1270		Prime Bidder	05/08/2024	eBidDoc	
Outdoors Unlimited 7113 McGeorge Rd., Milford, KS-66514	Brad White outdoorsunlimitedks@gmail.com	785-209-1119		Unknown	05/14/2024	eBidDoc	
Smoky Hill Construction 645 E. Crawford, Ste E8, Salina, KS-67401	Kelly Brown kellybrown@smokyhillconst.com	785-825-1224 785-825-7416		Prime Bidder	05/17/2024	eBidDoc	

ENGINEER'S DESIGN REPORT

TREE CLEARING & GRADING

Prepared For:
Abilene Municipal Airport (K78)
Abilene, Kansas



Kansas Certificate of Authorization #: E-516

April 2024

AIP Project No. 3-20-0001-017/019
Olsson Project No. 023-01278

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- Appendix 6 – Engineer's Estimate of Probable Construction Cost
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1. GENERAL SCOPE OF PROJECT

The City of Abilene, Kansas proposes to complete tree clearing and grading near the Abilene Municipal Airport. An FAA grant using funds from the Bipartisan Infrastructure Legislation (BIL) is anticipated in 2024. A sketch of the project area can be found on the next page. The work will occur within easements owned by the city and within city right-of-way. The work includes:

- Complete removal of tree masses, including grubbing of stumps.
- Off-site borrow and topsoil to fill the large voids created by the removal of root balls.
- Grading to provide fill for the tree removal areas and maintain drainage.
- Installation of a culvert under SW Johns Avenue, which will be done by city staff.

A culvert under Johns Street is required to maintain existing drainage. The city will purchase the culvert and two end sections with the use of a force account. The city has provided a letter requesting FAA approval of the use of force account. The city will provide the labor and equipment to install the culvert at no cost to the project. See Section 7 for more information on drainage improvements.

Olsson analyzed the following four FAA imaginary surfaces to aid FAA in determining the eligible areas for tree removal. See Exhibits in **Appendix 1**. The surfaces were analyzed for the existing runway and for the future displaced threshold, which is planned for 2024.

1. Part 77 approach surface – existing and ultimate are the same
2. Surface 4 (non-precision and circling approach surfaces) – existing and ultimate are the same
3. Surface 6 (approach procedure with vertical guidance (APV) and precision approach (PA) instrument approach surfaces)
 - a. Exhibit 3a – Existing Obstructions
 - b. Exhibit 3b – Ultimate Obstructions calculated from the ultimate displaced threshold with 5 year's growth of trees. This was the basis for the project plans.
4. Surface 7 (instrument departure surface) – existing and ultimate are the same.

Tree heights assumed in this analysis included 5 years' growth of the trees. Per FAA's Policy Guidance entitled "Approach and Departure Surface Protection" dated Sept. 19, 2022, "when topping trees, the resultant elevation mean sea level ... should provide for at least five years of growth below the instrument or visual surface requiring protection." (Refer to page 11 of the policy, last sentence.)

Based on this analysis, FAA determined that grant eligibility is limited to the obstructions to Surface 6 calculated for the ultimate displaced threshold (Exhibit 3b in Appendix 1). In addition, the following areas were determined to be eligible:

- Incidental removals adjacent to larger removal areas. The required removals will damage adjacent roots and likely kill those trees. In addition, branches overhanging into Surface 6 must be removed.
- Removals and grading required to maintain drainage from the tree removal areas and along Johns Avenue.

- Additional excavation in drainage areas to provide fill material for the tree mass removal areas and to maintain existing drainage patterns. An analysis of these costs is included in Section 7.

An alternate bid to clear the Adams Street right-of-way has been included in the plans per the city's request. The work associated with this area is not eligible for this FAA grant, because these trees don't obstruct the ultimate Surface 6.

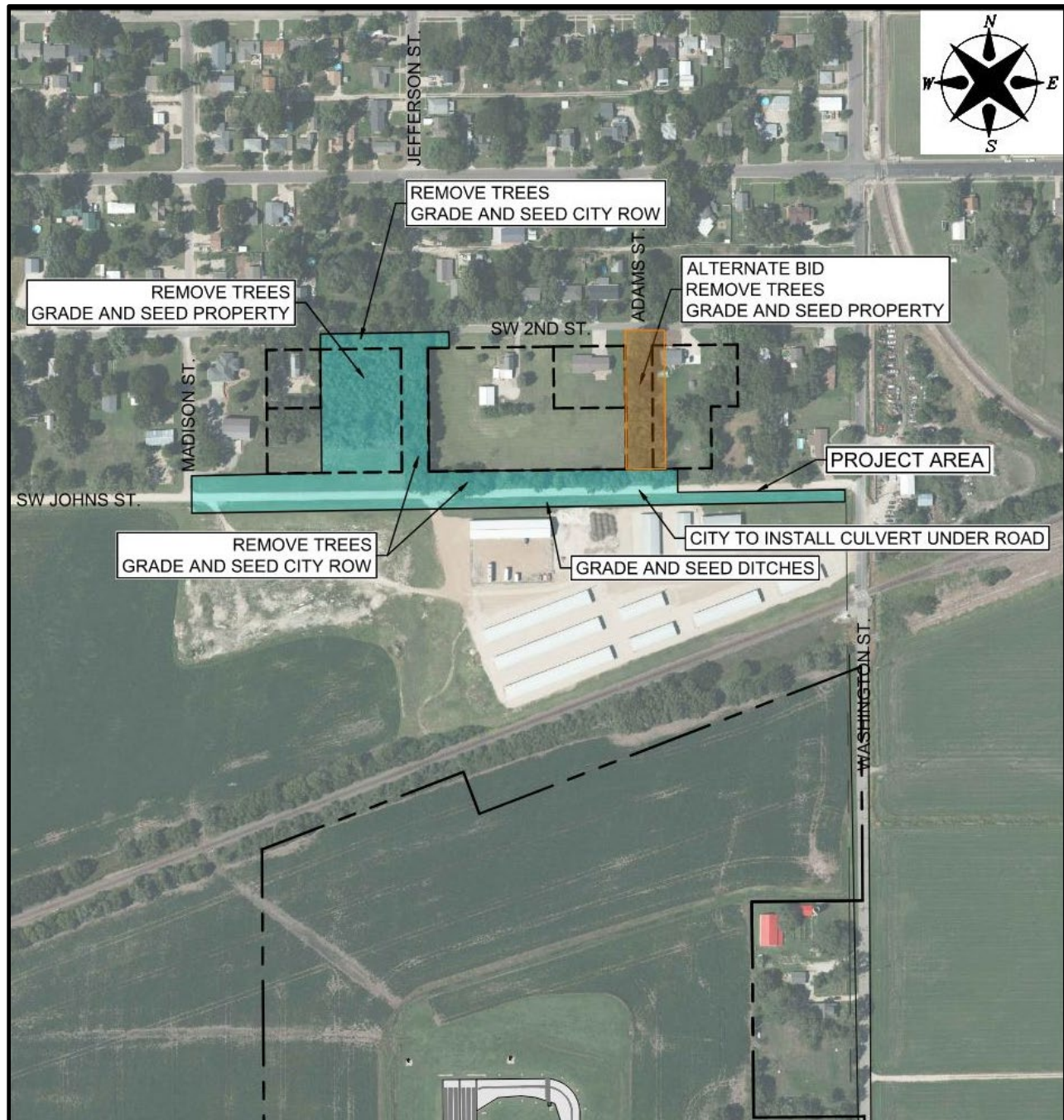


Exhibit 1. Project Layout

1.1 FAA Grant and CIP Data Sheet

An FAA grant (AIP-017) for design and aeronautical survey was accepted by the city on August 14, 2023. A second grant (AIP-019) is planned for FY24 to fund the construction and closeout costs. Capital Improvement Plan (CIP) data included a proposed layout and preliminary cost estimate, which were submitted via the Airports External Portal (AEP) and can be found in **Appendix 2**. The project scope was revised during the FAA kickoff meeting held on October 6, 2023.

1.2 Kick-Off Meeting

On July 17, 2023, a project kick-off meeting was held with the six owners of properties that are subject to aviation easements. The city manager and Olsson project manager met individually with each property owner to conduct a walk-through of their property, answer questions, and discuss the goals of the project.

On October 6, 2023, a project initiation meeting was held with the city and FAA. Following that meeting, the scope of work was revised. Minutes of both meeting can be found in **Appendix 3**.

1.3 Existing Conditions

Over a number of years, trees have grown up into the Runway 17 approach. As a result, the Instrument Approach Procedures (IAPs) to Runway 17 are not available (NA) at night.

In 2023, the city purchased five easements that allow tree trimming and obstruction removal in the areas with the most infringements into the airspace. In addition, the city already owned a sixth aviation easement over a storage facility immediately north of the airport property. After analysis of Surface 6, as discussed in Section 1, tree removal was limited to the Tract K easement, which was purchased from the Westheads, and to the city rights-of-way. The easement acquired on Tract K gives the city a one-time right to remove all trees, provided the property is restored to a residential-type lawn.

2. PHOTOGRAPHS

Photographs of the existing site conditions can be found below and on the following page.



Tract K (left), Jefferson Street Right-of-Way (center), and Johns Ave (right). Looking north.



Tract K (Westhead) looking north from Johns Avenue. Trees on right will be removed.



Aircraft departing from Runway 17 over City ROW on Johns Avenue (looking west).

3. APPLICABLE AIP STANDARDS

The Advisory Circulars listed in Table 1 are applicable to the design of this project.

Table 1. Advisory Circulars

Advisory Circular	Title
150/5300-13B	Airport Design
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports

Critical Design Standards (Table 2) for this project are based on the current Airport Layout Plan.

Table 2. Critical Design Standards

Criteria from Airport Layout Plan	
Design Aircraft / Airplane Design Group (ADG) & Aircraft Approach Category (AAC)	B-I
Pavement Strength	13,000 lbs. SW
Approach Visibility Minimums: Runway 17/35 Existing	1 mile

FAR Part 77 Analysis

The proposed objects were reviewed as part of a master plan prepared by Benesch and completed in 2020. Over 750 objects were submitted for study and are listed on the ALP drawings. Based on the master plan, an environmental assessment was conducted, and easements were acquired to allow for obstruction removal. Additional review was not conducted because the easements have already established the areas and heights of obstruction removal.

4. AIRPORT OPERATIONAL SAFETY DURING CONSTRUCTION

A Construction Safety and Phasing Plan (CSPP) and the Safety Plan Drawings are submitted with this report as separate documents. The Safety Plan Drawings depict sites for the contractor's access, parking, storage, plant site and haul routes. The CSPP establishes the complete requirements for operational safety during construction.

The sequence of work is shown on the plans, with additional requirements described in the Special Provisions. In general, the phases will be as follows:

4.1 Proposed Phasing and Work Area Limits

All work will be completed in a single phase. The entire project is off airport property and will not impact airport operations. The tree clearing is 1,300 feet to 1,700 feet from the runway end. If the

contractor plans to use equipment taller than 15 feet, the contractor will be required to submit OEAAA notices for temporary construction.

4.2 Haul Routes and Staging Area

The contractor will access the site via existing city streets. The staging area will be located on a vacant lot owned by Northwood Storage, whose owner has given permission to use this area at no charge.

Airspace reviews, as a requirement of the CSPP, have been submitted. Submitted airspace review information (Form 7460-1) can be found in **Appendix 4**.

The airspace review project number 000837228-24 and case numbers are:

- 2024-ACE-133-OE thru 2024-ACE-152-OE

The clearances over the staging and work areas within the Runway 17 approach are shown in Exhibits 2 to 5.

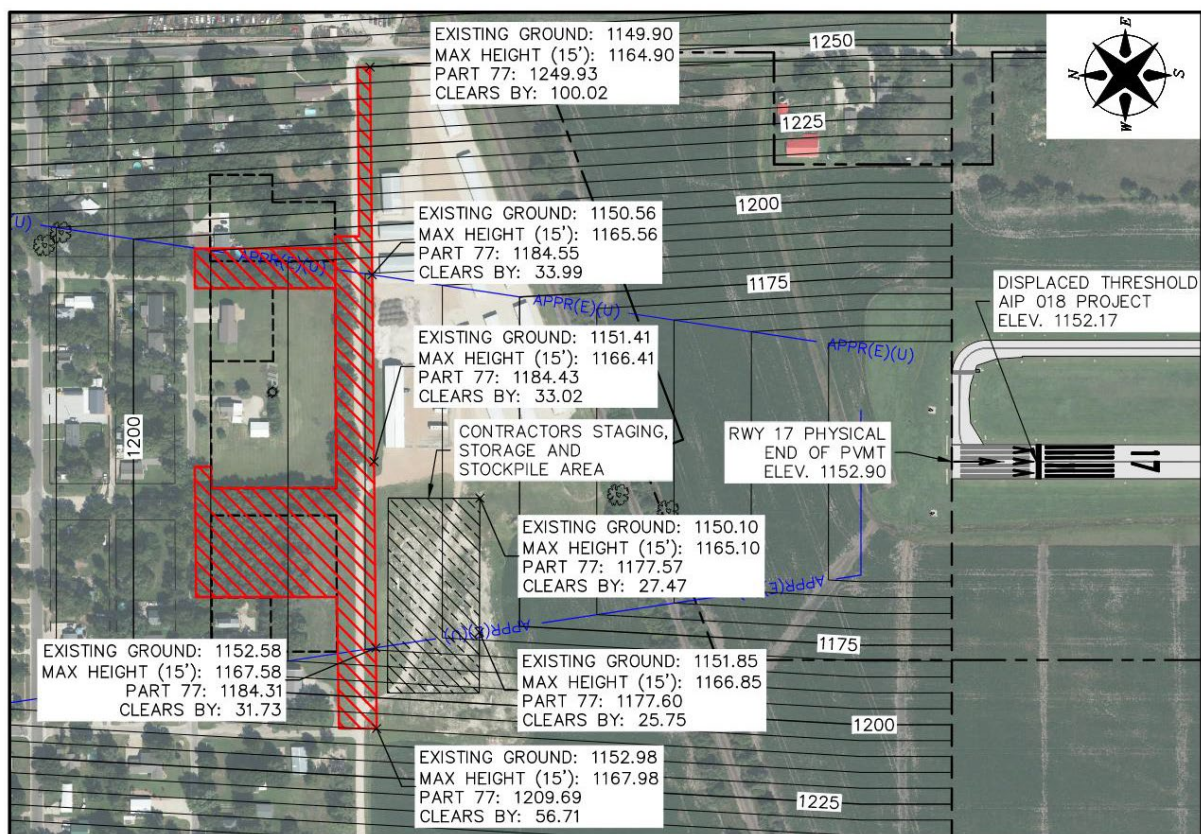


Exhibit 2. Part 77 Approach Surface.

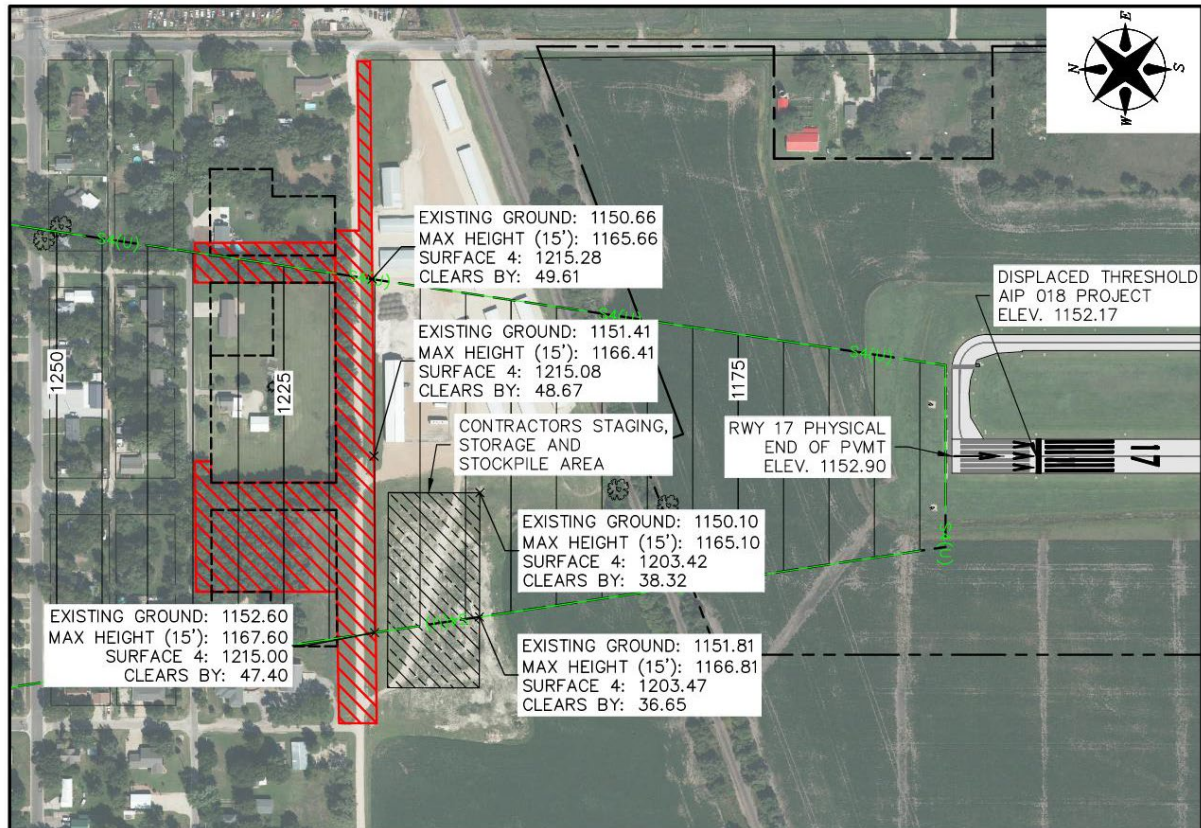


Exhibit 3. Surface 4

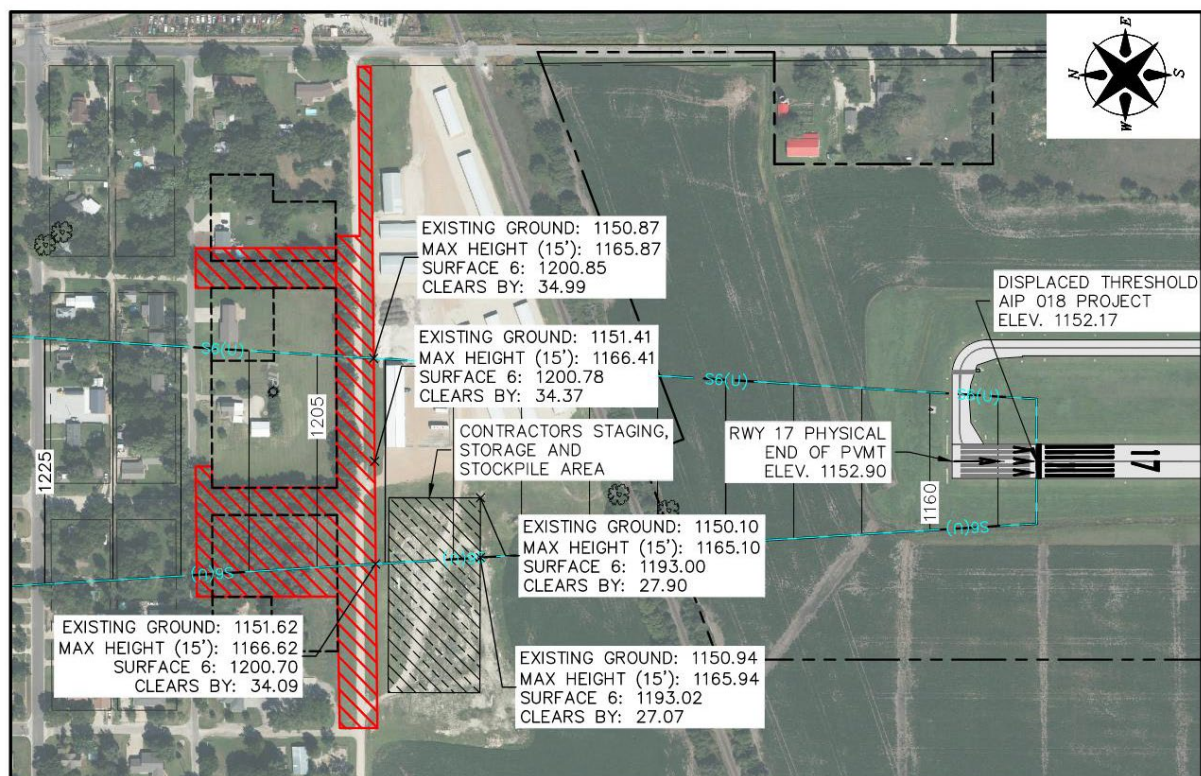


Exhibit 4. Surface 6

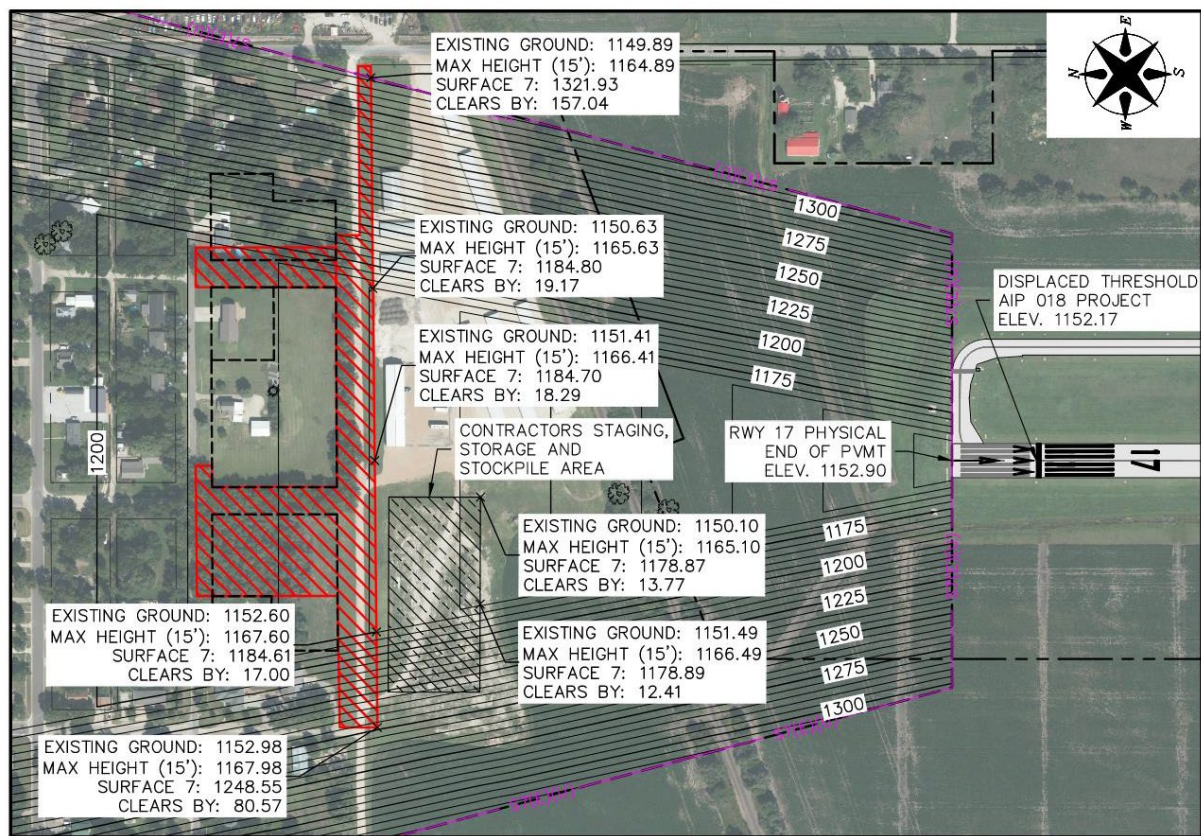


Exhibit 5. Surface 7

4.3 Impacts to Approach Procedures and FAA-Owned NAVAIDS

Runway 17/35 instrument approaches will not be impacted by the project. There are no FAA-owned navigational aids on the airport.

5. GEOMETRIC IMPROVEMENTS ON THE AIRPORT

This item is not applicable to this project.

6. PAVEMENT DESIGN

This item is not applicable to this project.

7. DRAINAGE DESIGN

The project area is very flat, with drainage flowing from SW 2nd Street on the north to SW Johns Avenue on the south. At SW Johns Avenue, the water drains east to a culvert under Washington Street. Where there are large areas of clearing and grubbing, the grading has been designed to maintain a sheet flow across this residential area. In the city rights-of-way for Jefferson Street (base bid), grading will provide additional fill material, improve drainage, and carry water to the south into the SW Johns Street right-of-way.

A culvert under Johns Street will be required to maintain existing drainage. The city has the equipment and staff to install the culvert. A force account agreement is proposed that would provide for FAA reimbursement of the culvert purchase only. The culvert is estimated to cost no more than \$2,000. The city's labor and equipment will be provided at no charge to the project.

Tree root removal will result in large holes on Tract K and the Jefferson Street right-of-way, requiring an estimated 6,600 cubic yards (CY) of embankment. Most of the material will have to come from off-site borrow areas, which the contractor will be required to identify. However, some material can be obtained by excavating ditches on both sides of SW Johns Avenue.

Excavation of the Johns Avenue ditches will provide 911 CY of material. While not enough to provide all of the fill material, it will reduce costs. A cost comparison was completed to determine the cost savings, as shown on the next page.

1. Cost to excavate ditches on SW Johns Avenue
 - Unclassified excavation: $911 \text{ CY} \times \$6/\text{CY} = \$5,466$
 - Seeding of ditch area: $0.7 \text{ acres} \times \$3,000/\text{acre} = \$2,100$
 - Mulching of ditch area: $0.7 \text{ acres} \times \$2,000/\text{acre} = \$1,400$
 - Total cost of ditch excavation: \$8,966
2. Off-site borrow for embankment is estimated to cost \$25 per CY, for a total cost of \$22,755 to provide the same amount of fill.

Ditch excavation provides a cost savings of \$13,809 and therefore was included in the project design. In addition, the ditch grading ensures that poor drainage doesn't impact adjacent properties.

If the alternate bid is awarded, the Adams Street right-of-way will also be graded to improve drainage and carry water to the south.

8. AIRFIELD LIGHTING AND SIGNAGE

This item is not applicable to this project

9. NAVAIDS

This item is not applicable to this project

10. PAVEMENT MARKING

Pavement marking is not a part of this project. However, a new displaced threshold is planned to be marked on Runway end 17 in 2024 under AIP Project 3-20-0001-018. This marking will be a separate contract, which is anticipated to be awarded in the summer of 2024 and is scheduled to be completed by the end of 2024.

The tree removal included this project will provide additional clearance for the existing Runway 17 threshold and thus the two projects can be completed independently. The tree removal will clear

obstructions to Surface 6 calculated for the ultimate displaced threshold, which will be marked and lighted under AIP-018.

Upon the completion of both projects, an AGIS as-built survey and FAA flight check will be conducted to verify that the obstructions have been cleared. These two items will be completed as part of the other project (AIP-018).

11. ENVIRONMENTAL CONSIDERATIONS

11.1 Stormwater Management

The Contractor will be required to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).

Seeding, wattle barriers, and mulching are included as bid items. All necessary erosion control measures will be provided to control erosion and sedimentation during construction and until ground cover can be reestablished.

11.2 Environmental Assessment

An Environmental Assessment (EA) report was completed in February 2022. FAA issued a Finding of No Significant Impact (FONSI) on March 3, 2022. A written re-evaluation was submitted in April 2023 with a revised list of proposed actions. An FAA Decision was issued on May 15, 2023, stating that the original FONSI remains valid. The design incorporates the FONSI recommendations. Both the FONSI and the FAA Decision can be found in **Appendix 5**.

Biological Resources. Endangered species, proposed endangered species, and migratory birds may be present in the project area. These include the Northern long-eared bat (endangered), Tricolored bat (proposed endangered), and birds protected by the Migratory Bird Treaty Act.

With the implementation of the avoidance measures outlined below, the proposed project will have no effect. These requirements are included in the contract documents.

- Before construction, Olsson will verify that no new species have been added to the Threatened and Endangered Species list. If species were added, Olsson will coordinate again with the United States Fish and Wildlife Service (USFWS) and the appropriate State agency.
- Tree cutting will not be allowed during northern long-eared bats pup season nor when migratory birds are roosting or nesting. Tree removal will occur November 1 to March 31.
- To prevent the introduction of invasive species, disturbed areas will be revegetated with warm season grasses.

Historic, Architectural, Archeological or Cultural Resources.

Tree clearing will occur on privately owned properties and city right-of-way. The FAA has determined that none of the properties are eligible for listing in the National Register of Historic Places and no historic properties will be adversely affected. The Kansas State Historic Preservation Office (SHPO) reviewed the recordation and concurred with this determination. No mitigation measures will be required. If construction work uncovers buried archeological materials, work will cease in the area of discovery and the engineer will immediately notify the SHPO and the FAA.

Socioeconomic, Environmental Justice, and Children's Environmental Health and Safety Risks.

The Proposed Action would not result in impacts that would have the potential to lead to disproportionate health and safety risks to children living in or near the project area.

Visual Effects. Tree removal on residential properties and road-of-ways will change the appearance of the neighborhood. The replanting of smaller tree species and shrubbery is allowed by the landowner and will lessen visual impacts to the viewshed. The project will not have a significant impact on this resource.

Floodplains. Tree removal will occur within a designated 100-year floodplain. These activities will not result in changes to the floodplain. Based on a review of the City of Abilene Floodplain Ordinance, a permit is not required for these activities.

12. UTILITIES IN THE WORK AREA

Publicly-owned utility lines were located during the topographical survey. Privately-owned utility lines were identified by landowners during the on-site project meetings. All known utilities are shown on the plans. No relocation of utilities is anticipated as part of the project.

13. MISCELLANEOUS WORK ITEMS

13.1 Tree Clearing and Obstruction Removal

Design was based on data from Olsson's LIDAR survey and early AGIS results to identify trees and other obstructions. Clearing, grubbing, and tree removal within Tract K will be to the maximum allowed by the easement, which will reduce future problems for the city and delay tree re-growth.

14. APPLICATION OF LIFE CYCLE COST ANALYSIS

This item is not applicable to this project

15. SPONSOR REQUESTED MODIFICATIONS TO AIP CONSTRUCTION STANDARDS

No Modification of Standards is being requested for this project.

16. AIP NON-PARTICIPATING WORK

The alternate bid for removal and restoration in the Adams Street right-of-way is AIP non-participating, as discussed in Section 1. Separate bid items for this work will be tracked to ensure proper grant reimbursement.

17. DBE PARTICIPATION

The city of Abilene has an approved DBE program. A DBE goal will be submitted to FAA for approval prior to bidding. Potential work items that are suitable for DBE participation include seeding and erosion control.

18. PROJECT SCHEDULE

Engineering Agreement signed – Design agreement was signed on June 12, 2023

Draft Plans, Specifications and Design Report (90%) – January 2024

Final Plans, Specifications and Design Report (100%) – April 2024

Bid Date – May 22, 2024

Project Application (using BIL funds) – May 2024

FAA Grant Issuance – June 2024

Award of Contract upon receipt of FAA Grant

Notice to Proceed – November 2024

Completion – 30 calendar days is allowed for the construction. Tree removal must be completed by March 31, 2025, per the Environmental Assessment.

Close Out – within 90 days of final acceptance

19. ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

The engineer's construction cost estimate is shown in Table 3 and a detailed breakdown is in **Appendix 6**. The estimated costs are much higher than the CIP estimate dated December 2022, due to increased unit costs for tree removal and the need for off-site borrow material.

Table 3. Engineer's Estimate of Probable Construction Cost

Base Bid (FAA Eligible)	Alternate Bid (FAA Ineligible)	Total
\$321,380	\$65,815	\$387,195

20. PROJECT BUDGET

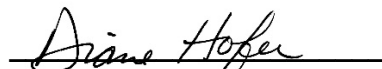
Bipartisan Infrastructure Law (BIL) funds will be used to finance this project. Total project costs, including engineering and administration for both AIP -017 and -019 are shown in Table 4. The potential FAA share and local share are also shown for all options. A detailed breakdown is in **Appendix 7**.

Table 4. Project Budget

Item	AIP-017	AIP-019	Local	Totals
Construction				
Base Bid		\$286,362	\$31,818	\$318,180
Alternate Bid			\$65,815	\$65,815
Force Account				
Culvert Purchase		\$1,800	\$200	\$2,000
Engineering				
AGIS Survey	\$85,500		\$9,500	\$95,000
Design Phase	\$48,690		\$5,410	\$54,100
Bidding Phase	\$7,830		\$870	\$8,700
Construction Phase*		\$57,000	\$13,000	\$70,000
Closeout Phase		\$9,000	\$1,000	\$10,000
Administration		\$1,350	\$150	\$1,500
Totals	\$142,020	\$355,512	\$127,763	\$625,295

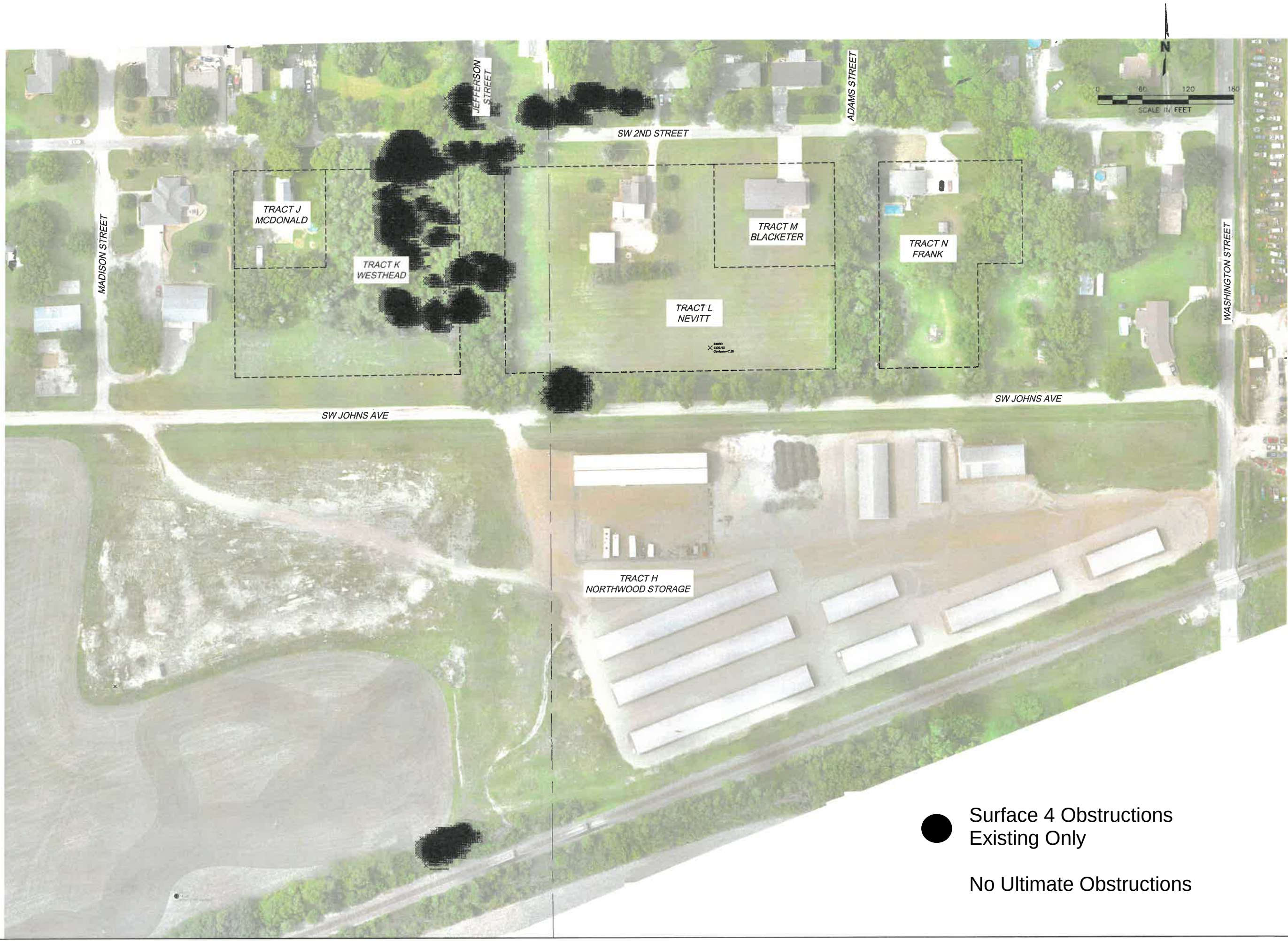
* Assumed 20% of construction base bid & 10% of alternate bid

Respectfully Submitted
Olsson, Inc.


P.E. / Technical Expert


Design Manager

APPENDIX 1 – OBSTRUCTION ANALYSIS EXHIBITS



drawn by: SDN

checked by: JTO

approved by: DJH

QA/QC by:

project no.: 023-01278

drawing no.: 10/10/2023

SHEET

2 of 4

SURFACE 4 OBSTACLES

TREE CLEARING & OBSTRUCTION REMOVAL

ABILENE, KANSAS

AIP NO. 3-20-0001-017

2023

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION

October 10, 2023

DATE PRINTED

OLSSON

olsson

Engineering - Nebraska COA #CA-0638

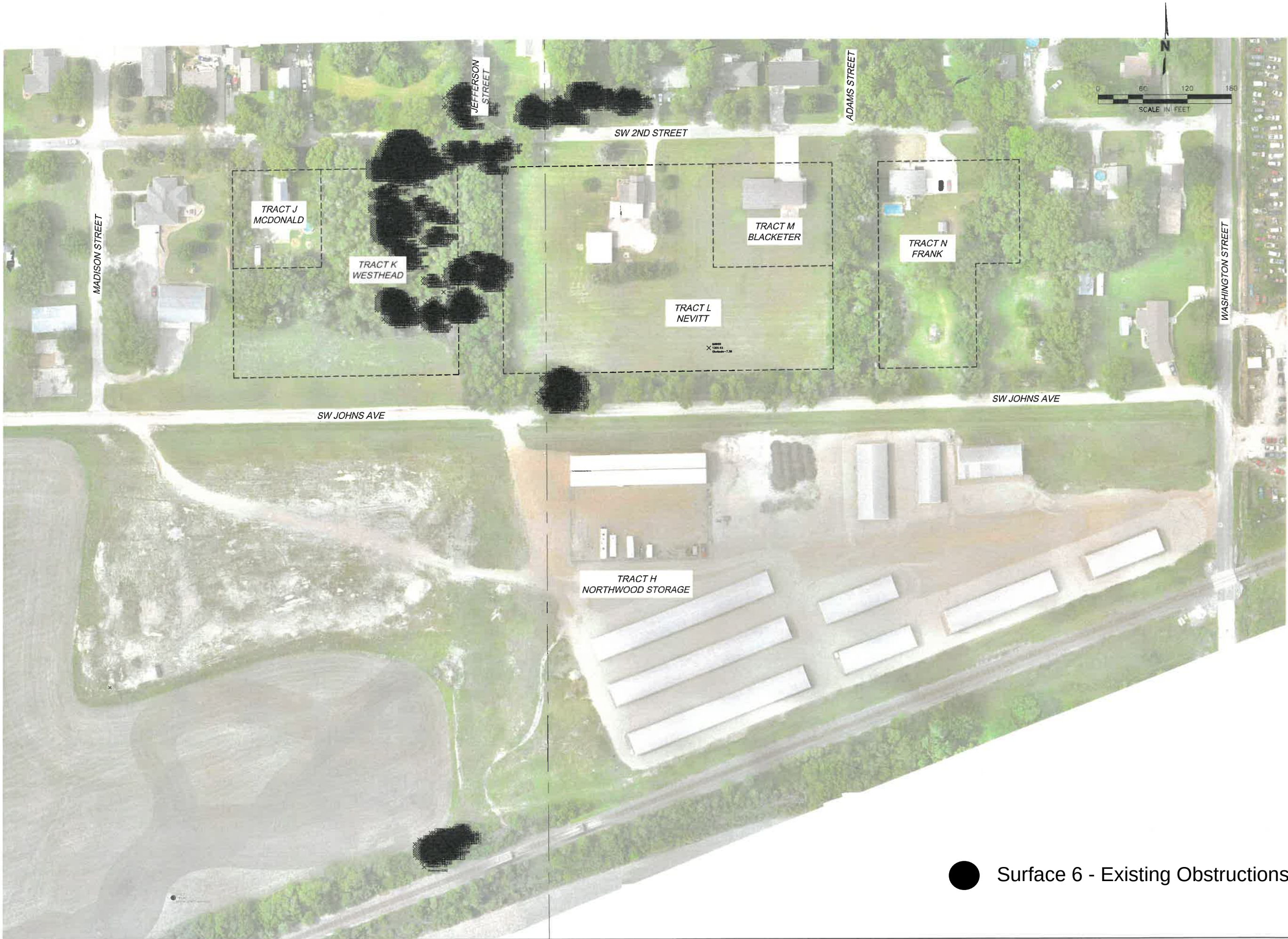
601 P Street, Suite 200

P.O. Box 84608

Lincoln, NE 68508

TEL 402.474.6311

www.olsson.com



● Surface 6 - Existing Obstructions

SURFACE 6 OBSTACLES		REV.	DATE	REVISIONS DESCRIPTION
TREE CLEARING & OBSTRUCTION REMOVAL				
ABILENE, KANSAS				
AIP NO. 3-20-0001-017				
2023				
SHEET 3a of 4		REVISIONS		

olsson
Engineering - Nebraska COA #CA-0638
601 F Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olson.com

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
October 10, 2023
DATE PRINTED
OLSSON



SURFACE 6 OBSTACLES Calculated from Ultimate Displaced Threshold		REV. NO.		DATE		REVISIONS DESCRIPTION	
TREE CLEARING & OBSTRUCTION REMOVAL							
ABILENE, KANSAS		AIP NO. 3-20-0001-017		2023		REVISIONS	
drawn by: JTO		SDN					
checked by: DJH		JTO					
QA/QC by: DJH		DJH					
project no.: 023-01278							
drawing no.: 23/10/2023							
date:							
SHEET							
3B of 4							

Engineering - Nebraska COA #CA-0638
601 P Street, Suite 200
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Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION

October 23, 2023
DATE PRINTED
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APPENDIX 2 – CIP DATA



PROJECT NO:	-
DRAWN BY:	JDB
DATE:	12/2021

PROPOSED PROJECT
ABILENE MUNICIPAL
AIRPORT



601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311

EXHIBIT
1

ACIP Data Sheet Cost Estimate

Runway 17 Obstruction Mitigation

Abilene Municipal Airport

Abilene, Kansas

December 2022

Item No.	Spec	Description	Unit	Quantity	Unit Price	Total Amount
1	C-105	Mobilization	LS	1	\$15,000.00	\$15,000.00
2	P-151	Clearing and Grubbing	AC	5.2	\$7,000.00	\$36,400.00
3	P-151	Tree Removal	EA	20	\$2,000.00	\$40,000.00
4	T-901	Seeding	AC	5.2	\$3,500.00	\$18,200.00
5	T-908	Mulching	AC	5.2	\$1,500.00	\$7,800.00
6	C-102	Erosion Control	AC	5.2	\$1,000.00	\$5,200.00
7	Olsson 101	Construction Layout and Stakes	LS	1	\$10,000.00	\$10,000.00
8	Olsson 102	Railroad Obstruction Markers, including power to the site	EA	2	\$15,000.00	\$30,000.00

Total Construction **\$162,600.00**

Engineering and Administration **\$65,040.00**

Total (Rounded) **\$230,000.00**

Federal (90%) **\$207,000.00**

Local (10%) **\$23,000.00**

APPENDIX 3 – MEETING MINUTES

PROPERTY OWNER MEETINGS

Tree Clearing & Obstruction Removal, Abilene Municipal Airport (K78)

Date:	July 17, 2023
Location:	Project site
Attendees:	City – Ron Marsh Olsson – Diane Hofer Property Owners – see below
Project #	3-20-0001-017

Individual meetings were held with each property owner. In each case, a walk-through of the property was conducted, and the project goals were discussed. For ease of reference, the notes are organized by easement tract number, and not chronologically.

1. Tract H – Northwood Storage (300 S. Washington Street)

- a. Owner's phone: 785-263-3322
- b. Easement height: 25 feet
- c. The tree shown on the ALP has been removed.
- d. No other obstructions were found during the ALP study. Olsson has surveyed the area and will check on some of the light pole heights. If found to be an obstruction, the owner is willing to lower or remove.
- e. The owner offered that they would allow access to the railroad property across the storage area parking lot. The city may need to remove trees from the railroad ROW.

2. Tract J (1413 SW 2nd Street)

- a. Owner: Travis McDonald. Phone: 785.479.0761
- b. Easement height: 1,189 feet AMSL
- c. Tree trimming areas and removal areas were reviewed. The owner agreed that several trees would be best removed.
- d. Private sanitary sewer lines were noted and will be avoided during construction.
- e. A privacy fence east of the house will not be disturbed.
- f. Lot lines were uncertain. Olsson will investigate further.

3. Tract K (203 S. Madison Street)

- a. Owners: John and Kelli Westhead. Phone: 785.643.5878
- b. Easement height: 1,191 feet AMSL
- c. Easement area is the east two-thirds of their property and doesn't include the house or garage.
- d. The easement gives the city a one-time right to remove all trees and shrubs within the easement, provided that the city restores the property to a residential lawn with appropriate grass.
- e. Trees in the city ROW may also be removed. Olsson will confirm height limitations.
- f. The clearing and grubbing area has some debris (e.g. broken concrete, couch, etc.) and two old buildings that need to be removed to allow for the clearing
- g. The septic tank location was noted and is outside the easement area. The owner indicated an area where 4 lateral lines are located within the easement area.

4. Tract L (1315 SW 2nd Street)

- a. Owners: David & Irene Nevitt. Phone: 785.280.0777
- b. Easement height limit: 1,186 feet ASML
- c. Two trees in SW 2nd Street ROW will be removed and the stumps will be ground.
- d. One tree / shrub northeast of the house and one northwest of the house are not obstacles, so no action is needed.
- e. Two trees southeast of the house will be trimmed.
- f. Eight cedars south of house will be trimmed.
- g. Light pole with area light that is adjacent to these cedars will be removed. This is owned by the Nevitts and they are agreeable to the removal.
- h. In city ROW to the west, south & east of this tract, all trees will be cleared and grubbed. The owners were in agreement with the property lines shown on the drawings.

5. Tract M (1305 SW 2nd Street).

- a. Owner: Mike Blacketer. Phone: 785.200.0514
- b. Easement height limit: 1,189' AMSL
- c. No removals or trimmings are required on this property. However, the ROW adjacent to the east (Adams Street extended) will be cleared and grubbed. The property line / ROW lines were reviewed on site and the owner was in agreement with what is shown on the drawings.
- d. Owner indicated the location of his sanitary sewer clean out and advised that this connected to a city line that goes east through the ROW to a manhole in the middle of Tract N backyard. This will be noted on the plans.
- e. An abandoned water line in the Adams St. ROW was noted.
- f. A light pole in the SW 2nd Street ROW is owned by Everyg. Olsson will check the height clearance to see if any action is needed.

6. Tract N (1215 SW 2nd Street)

- a. Owner: Caleb Frank. Phone: 765.639.3149
- b. Easement height: 1,186 feet AMSL
- c. Tree trimming areas and removal areas were reviewed. The owner agreed that several trees would be best removed
- d. Owner has a small shed in the back yard that he is planning to move to the east, which may interfere with tree trimming. This will be reviewed prior to bids.
- e. A sanitary sewer manhole was noted in the middle of the back yard.
- f. Underground utilities were identified by the owner.

7. Next Meeting. Plan-in-hand walk-through with owners when 90 percent plans are done.

MEETING AGENDA / MINUTES

Project Initiation Meeting

DATE:	October 6, 2023
RE:	Abilene Municipal Airport (K78) Tree Removal & Obstruction Mitigation Threshold Displacement
ATTENDEES:	Ron Marsh & Leann Johnson, city Todd Rastorfer, Russ Owen, Tim McClaran, Jason Knipp, John Karrasch, FAA Diane Hofer & Jeremy Olson, Olsson
AIP PROJECT #	3-20-00001-018 & -019
Olsson Project #	023-01278 & -01279

1. Background

- 2015: Runway was whitetopped, PAPI was relocated, and all was flight checked. (Olsson project)
- 2016 (approx.): Trees in RWY 17 approach became a problem and the instrument approach became "NA" (not available) at night
- 2017: Master planning project began, which included a review of options to mitigate the trees and other obstacles. (Benesch project)
- 2019: Obstruction evaluations filed with FAA OEAAA by Benesch for 750+ objects, including trees, as part of the master plan. See master plan drawings for results.
- 2020: Hangar destroyed by storm on May 4. City renews emphasis on obstruction removal, which is required to be eligible for an FAA grant for a hangar.
- 2020: Master plan completed in July by Benesch.
- 2021: Environmental Assessment (EA) started (by Olsson & Coffman). The trees identified in the master plan were further evaluated by Coffman and an area for easement acquisition was identified for the study.
- 2022: Finding of No Significant Impact (FONSI) issued by FAA.
- 2023: Runway 17 threshold displacement was identified by FAA as a requirement to mitigate the railroad obstruction. The master plan survey was determined to have been based on 2011 survey data from the FAA's WAAS office.
- 2023: Written Re-evaluation of EA was prepared by Olsson to add the threshold displacement, a new RNAV/GPS approach, and clearing & grubbing of stumps & roots. FONSI issued May 2023.
- 2023: City completes the acquisition of five easements.
- 2023: AIP-017 grant is issued for design of the tree / obstruction mitigation and for an AGIS survey. The AGIS survey is Design-Only for the RWY 17 threshold & approach changes, and not specifically for the trees. Work Orders 3 and 4 are signed in March and June, 2023.
 - [AGIS survey needs to be created in ADIP. Leann need to get a log-in and password, which will take a few days. Jeremy will coordinate with Martinez, who will help Leann set up the project.](#)
 - [Instrument Approach Procedures Request for Displaced Threshold needs to be submitted by the City \(on-line request\) and Russ will help.](#)

- FY24 tentative plans:
 - 1st Quarter: Tree/obstruction removal bid opening in November & BIL grant to allow work to be done this winter & early spring.
 - 3rd Quarter: Threshold displacement bid opening & AIP grant in the Spring.
 - Hangar design, depending on costs and available funds.

2. Tree / Obstruction Removal Design

- Design is based on data from Olsson's LIDAR survey and early AGIS results to identify trees and other obstructions. The master plan data was a starting point, but that survey is 12 years old and may no longer represent the current situation.
- Tim McClaran asked Olsson to analyze trees for the displaced threshold surfaces. Olsson will coordinate the results with Todd and add this to the design report.
- Tree trimming and removal within the six easements has been designed to the maximum allowed by the easements. The reason for this is to reduce future problems for the city and delay tree re-growth. This will be re-evaluated based on the new analysis.
- In the end, it may be cheaper to remove an entire tree mass, rather than "pick and choose", because the tree masses are very tightly packed. Olsson will coordinate with Todd and the city on this.
- Individual meetings were held with property owners on site with Ron Marsh and Diane Hofer. Notes from the July 17, 2023 meetings are attached. A sketch of the tracts is on the next page.
- The plans generally include:
 - Tract H (Northwood Storage) – possible light pole removal. Easement height 25 feet.
 - Tract J (McDonald) – tree trimming to the easement height of 1,189 feet ASML (approx. 33 feet AGL) and removal of some trees allowed by the owner.
 - Tract K (Westhead) – clearing & grubbing of a tree mass. The easement gives the city a one-time right to do so, provided the property is restored to a residential-type lawn.
 - Tract L (Nevitt) – trimming to the easement height of 1,186 feet ASML (approx. 36 feet AGL) and removal of one light pole.
 - Tract M (Blacketer) – no obstructions. Easement height of 1,189 feet ASML.
 - Tract N (Frank) – trimming to the easement height of 1,186 feet ASML (approx. 36 feet AGL) and removal of some trees allowed by the owner.
 - City ROW – tree removal by clearing/grubbing
 - Railroad ROW – not included in the plans. City to complete on their own. The city will request permission from UPRR soon. They have a good relationship and can likely do the work with city forces.



3. Threshold Displacement

- Displace 187 feet as shown on the ALP to clear the railroad. The location was chosen because there are existing runway edge lights at this location. [Based AGIS survey data, Olsson will confirm the threshold location vs. railroad clearance.](#)
- Install 8 outboard threshold lights at the displaced threshold. The edge light spacing won't change so all edge lights can stay in place.
- Install new PAPI-2L and REILs on Runway end 17 at the new location for the displaced threshold. Remove existing equipment. [The PAPI may need to move PAPI to the right side, if it's too close to the connecting taxiway.](#)
 - These items were relocated in 2015 when the runway was whitetopped and are more than 10 years old. [Olsson will verify the age of the equipment and provide justification for replacement. Olsson will provide separate costs for the PAPI, REIL and everything else.](#)
 - Olsson's 2014 design of the PAPI relocation identified trees penetrating the OCS. A glide slope angle of 3 degrees 45 minutes was used to mitigate this penetration.
 - 2015-10-01 PAPIs were commissioned following a flight check.
- Mark the entire runway, including new threshold bar, relocated numbers & aiming point markings, and centerline respacing. The RWY 35 end requires minimal effort and should be completed at the same time to ensure proper visibility and improve safety. [During design, Olsson will check the hold line location to ensure that it doesn't have to move due to the displaced threshold](#)
- As-built ALP [will be provided at the completion of this project, and not the tree / obstruction project.](#)

- As-built AGIS with new imagery will be required. Olsson will add that to the cost estimate.
- Flight check will be required for the PAPIs, REILs and edge lights.

4. Cost Estimate & AIP Availability

- Tree Clearing & Obstruction Removal \$350,000 – up to \$500,000 depending on dirt
- Threshold Displacement \$400,000
- BIL AIG funding available for FY24
 - \$159,000 FY22
 - \$145,000 FY23
 - \$145,000 FY24 (assumed – to be re-calculated annually)
 - Total \$449,000, which funds a \$500,000 project
- AIP NPE funding available for FY24
 - \$43,500 FY21
 - \$150,000 FY22
 - \$150,000 FY23
 - \$150,000 FY24 (depending on Congressional action to reauthorize AIP)
 - Total \$493,500

5. Pavement

- No new pavement is included in either project.
- Concrete pavement design strength was 12,500 lbs.

6. Lighting

- Existing runway lights are quartz and base-mounted with cable in conduit. They are powered from a 10 kW regulator that was installed in 2005, when a new electrical vault was built. Olsson will check that the regulators are operating properly and don't need replacement.
- Existing PAPIs are on a separate circuit and powered from a 4 kW regulator that was also installed in 2005.
- REIL lights are powered from the runway circuit

7. Allowances for Future Improvements

- Runway 35 extension shown on the ALP but is unlikely to be funded any time soon. The proposed projects will have no impact on this future improvement.

Construction Phasing & Closures

- CSPP submittal to OEAAA? Will this be required?

8. Haul Routes & Storage Areas

- Storage area for tree project will be on the Northwood Storage property.

9. Airport Operational Safety

- To be determined during design

10. FAA Tech Ops Facilities

- None

11. Ineligible Work Items

- None

12. Project Schedule & Submittals

- Project -018 Tree Clearing and Obstruction Removal Construction
 - Engineering agreement signed – AGIS agreement was signed on March 13, 2023 and obstruction removal design was signed on June 12, 2023.
 - Preliminary plans and specs – [October 9-13, 2023, depending on the new tree analysis](#)
 - FAA review – October, 2023
 - DBE goal – Olsson to assist with this & establish goal prior to bidding
 - Final plans and specs – November 6, 2023, [or 14 days after FAA review comments](#)
 - Tentative bid date – November 30, 2023
 - Grant date – December, 2023 [or January, 2024 \(depending on other federal actions\)](#)
 - Construction start – January 2024, [or 30-60 days after the grant is issued. The city has the option to start work prior to the grant, if they are able to carry the costs for a while.](#)
 - ~~Flight Check upon completion of construction~~ – not required
 - Deadline for tree trimming, per environmental requirements – [May 10, 2024 per the EA. Todd believes that it should be end of March. Todd will confirm this.](#)
- Project -019 Displaced Threshold Design and Construction
 - Engineering agreement signed – [November \(city commission meets on 2nd & 4th Mondays\)](#)
 - Preliminary plans and specs – [January 29, 2024](#)
 - FAA review – [February, 2024](#)
 - DBE goal – Completed above
 - Final plans and specs – [March 2024, or 14 days after FAA review comments](#)
 - Tentative bid date – [March 2024](#)
 - Project Application based on Bids – [April 1, 2024](#)
 - Construction start – [Summer / Fall, 2024](#)
 - As Built AGIS & Flight Check – [after construction completion, and when leaves are on the trees.](#)

Agency	Contract Documents & Specifications	Engineer's Design Report	Plans
City	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic

13. ACTION ITEMS

What	Who	When
AGIS survey creation in ADIP	Leann with assistance from Martinez. Jeremy will coordinate with Martinez.	ASAP
Instrument Approach Procedures Request for Displaced Threshold	Leann with assistance from Russ	Next week (Oct. 9-13)
Analysis of obstructions based on the displaced threshold surfaces. Include in design report & revise plans if needed.	Jeremy and Diane Coordination with Todd	Next week (Oct. 9-13)
In CSPP, add street safety requirements	Jeremy & Diane	Oct. 16-20
Determine if tree removal area changes, based on above analysis	Diane recommendations Todd & Ron – final decision	Oct. 16-20
City request permission from UPRR to remove trees in their ROW	Leann & Ron	October
Provide separate costs for the PAPI, REIL and everything else.	Olsson	Next week (Oct. 9-13)
Verify the age of the PAPIs and REILs and provide justification for replacement.	Olsson	October
Add As-built AGIS to the Displaced Threshold cost estimate, if not already included	Olsson	Next week (Oct. 9-13)
Add flight check cost for PAPIs, REILs and edge lights, if not already included	Olsson	Next week (Oct. 9-13)
Determine deadline for tree trimming, per environmental requirements	Todd	Next week (Oct. 9-13)
Draft engineering agreement for displaced threshold	Diane	October – submit for review City approval - November 13 or 27

APPENDIX 4 – AIRSPACE REVIEW (FORM 7460-1)



Federal Aviation
Administration

<< OE/AAA

Project Submission Success Project Name: CITY -000837228-24

Project CITY -000837228-24 has been submitted successfully to the FAA.

Your filing is assigned Aeronautical Study Number (ASN):

2024-ACE-133-OE
2024-ACE-134-OE
2024-ACE-135-OE
2024-ACE-136-OE
2024-ACE-137-OE
2024-ACE-138-OE
2024-ACE-139-OE
2024-ACE-140-OE
2024-ACE-141-OE
2024-ACE-142-OE
2024-ACE-143-OE
2024-ACE-144-OE
2024-ACE-145-OE
2024-ACE-146-OE
2024-ACE-147-OE
2024-ACE-148-OE
2024-ACE-149-OE
2024-ACE-150-OE
2024-ACE-151-OE
2024-ACE-152-OE

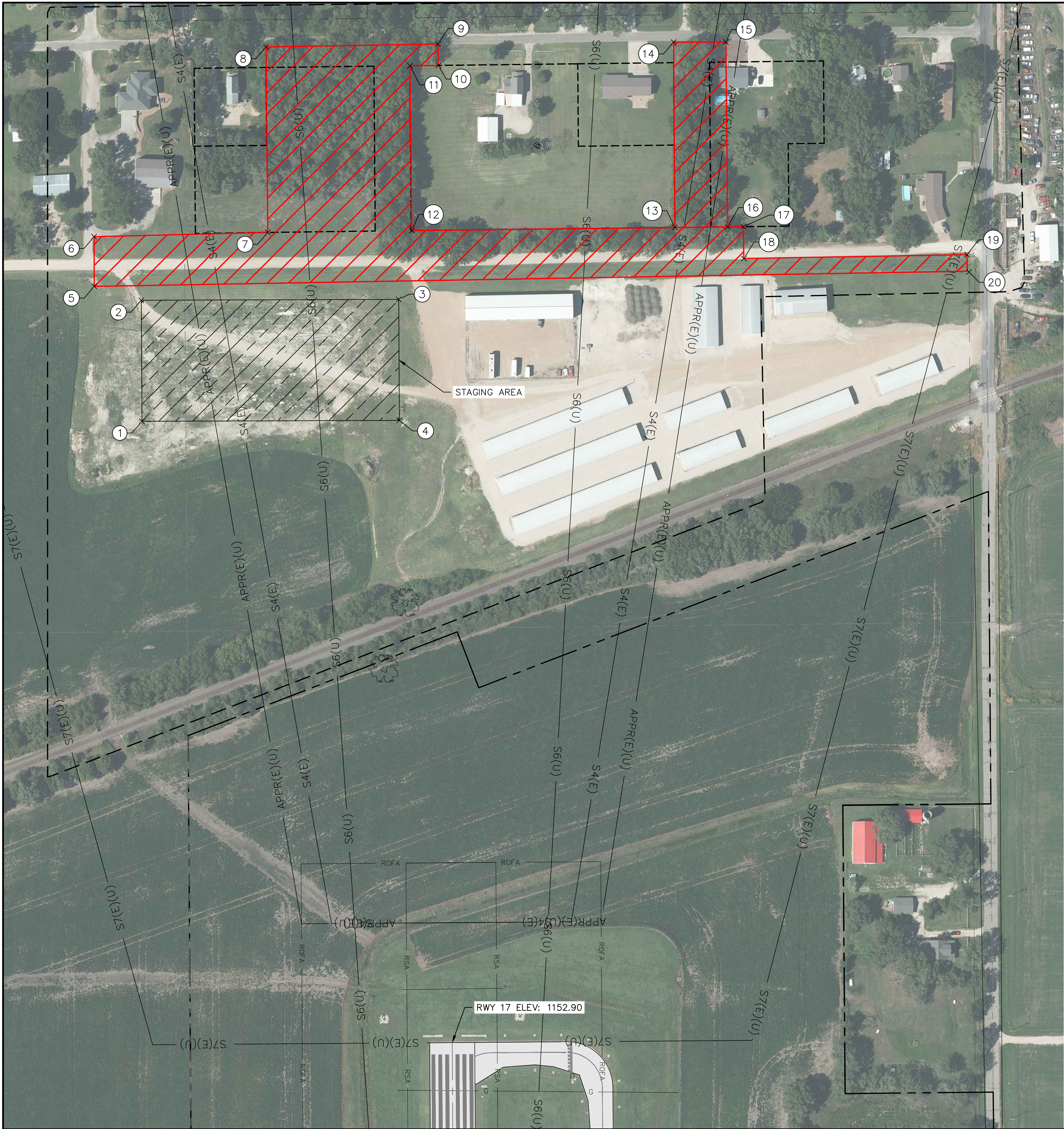
Please refer to the assigned ASN on all future inquiries regarding this filing.

Please return to the system at a later date for status updates.

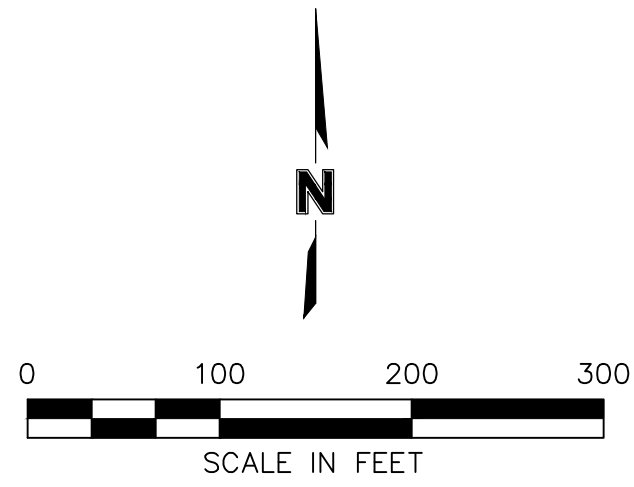
It is the responsibility of each e-filer to exercise due diligence to determine if coordination of the proposed construction or alteration is necessary with their state aviation department. Please use the link below to contact your state aviation department to determine their requirements:

[State Aviation Contacts](#)

To ensure e-mail notifications are delivered to your inbox please add noreply@faa.gov to your address book. Notifications sent from this address are system generated FAA e-mails and replies to this address will NOT be read or forwarded for review. Each system generated e-mail will contain specific FAA contact information in the text of the message.



PHASING LEGEND	EXISTING	THIS PHASE
BUILDINGS		
OPEN AIRFIELD PAVEMENT		
PROJECT WORK AREA		
AIRPORT PROPERTY LINE		
AIRPORT EASEMENT LINE		
PAVED ROADS		
GRAVEL ROADS		
CONSTRUCTION AREA LIMITS (PHASE 1)		
HAUL ROUTE		



7460-1 SAFETY AND PHASING - OFF AIRPORT					
POINT #	DESCRIPTION	LATITUDE	LONGITUDE	SITE ELEV.	HEIGHT
1	STAGING AREA	N038° 54' 45.14"	W097° 14' 15.48"	1152	15'
2	STAGING AREA	N038° 54' 47.14"	W097° 14' 15.47"	1152	15'
3	STAGING AREA	N038° 54' 47.12"	W097° 14' 10.04"	1151	15'
4	STAGING AREA	N038° 54' 45.12"	W097° 14' 10.05"	1150	15'
5	WORK AREA	N038° 54' 47.38"	W097° 14' 16.46"	1153	15'
6	WORK AREA	N038° 54' 48.20"	W097° 14' 16.46"	1154	15'
7	WORK AREA	N038° 54' 48.24"	W097° 14' 12.79"	1153	15'
8	WORK AREA	N038° 54' 51.30"	W097° 14' 12.80"	1156	15'
9	WORK AREA	N038° 54' 51.33"	W097° 14' 09.17"	1153	15'
10	WORK AREA	N038° 54' 50.97"	W097° 14' 09.16"	1153	15'
11	WORK AREA	N038° 54' 50.97"	W097° 14' 09.76"	1153	15'
12	WORK AREA	N038° 54' 48.25"	W097° 14' 09.75"	1151	15'
13	WORK AREA	N038° 54' 48.27"	W097° 14' 04.20"	1150	15'
14	WORK AREA	N038° 54' 51.32"	W097° 14' 04.19"	1152	15'
15	WORK AREA	N038° 54' 51.32"	W097° 14' 03.09"	1151	15'
16	WORK AREA	N038° 54' 48.27"	W097° 14' 03.08"	1150	15'
17	WORK AREA	N038° 54' 48.27"	W097° 14' 02.75"	1150	15'
18	WORK AREA	N038° 54' 47.75"	W097° 14' 02.75"	1150	15'
19	WORK AREA	N038° 54' 47.78"	W097° 13' 58.04"	1150	15'
20	WORK AREA	N038° 54' 47.49"	W097° 13' 58.00"	1150	15'

PROJECT NO: 023-01278
DRAWN BY: JTO
DATE: 01.10.2024

7460-1 SAFETY AND PHASING - OFF AIRPORT
ABILENE MUNICIPAL AIRPORT

olsson

601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
FAX 402.474.5160

EXHIBIT

1



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status		Date Accepted:		Date Determined:		Letters:		Documents:	
ASN:	2024-ACE-133-OE	01/11/2024				None		None	
Status:	Accepted								
Public Comments:	None							Project Documents: 01/11/2024 7460-1 SAF - OFF ...	
Construction / Alteration Information		Structure Summary							
Notice Of:	Construction	Structure Type: CONSTRUCTION Mobile Construction Equipment							
Duration:	Temporary	Structure Name: Construction Equipment							
if Temporary : Months: 5 Days: 0		FDC NOTAM:							
Work Schedule - Start:	11/01/2024	NOTAM Number:							
Work Schedule - End:	03/31/2025	FCC Number:							
*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.		Prior ASN:							
State Filing:									
Structure Details		Proposed Frequency Bands							
Latitude:	38° 54' 45.14" N	Low Freq	High Freq	Freq Unit	ERP	ERP Unit			
Longitude:	97° 14' 15.48" W								
Horizontal Datum:	NAD83								
Site Elevation (SE):	1152 (nearest foot) PASSED								
Structure Height (AGL):	15 (nearest foot)								
Current Height (AGL):	(nearest foot)								
* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal									
Minimum Operating Height (AGL):	15 (nearest foot)								
* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.									
Requested Marking/Lighting:	None								
	Other :								
Recommended Marking/Lighting:									
Current Marking/Lighting:	N/A Proposed Structure								
	Other :								
Nearest City:	Abilene								
Nearest State:	Kansas								
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.								
On the Project Summary page upload any certified survey.									
Description of Proposal:	Clearing and Grubbing of trees off airport property.								

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[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-134-OE			
Status:	Accepted			
Public Comments:	None			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
if Temporary :	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 47.14" N			
Longitude:	97° 14' 15.47" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1152 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
Other :				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
Other :				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

Project Documents:
01/11/2024 7460-1 SAF - OFF ...



Notice of Proposed Construction or Alteration - Off Airport

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[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
---	--

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN: 2024-ACE-135-OE	Date Accepted: 01/11/2024
Status: Accepted	Date Determined:
	Letters: None
	Documents: None
Public Comments: None	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Temporary	Structure Type: CONSTRUCTION Mobile Construction Equipment
if Temporary : Months: 5 Days: 0	Structure Name: Construction Equipment
Work Schedule - Start: 11/01/2024	FDC NOTAM:
Work Schedule - End: 03/31/2025	NOTAM Number:
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	FCC Number:
State Filing:	Prior ASN:
Structure Details	
Latitude: 38° 54' 47.12" N	Proposed Frequency Bands
Longitude: 97° 14' 10.04" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	
Site Elevation (SE): 1151 (nearest foot) PASSED	
Structure Height (AGL): 15 (nearest foot)	
Current Height (AGL): (nearest foot)	
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL): 15 (nearest foot)	
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting: None	
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting: N/A Proposed Structure	
Other :	
Nearest City: Abilene	
Nearest State: Kansas	
Description of Location: North of SW Johns Ave, between S Madison St. and S. Washington St.	
<i>On the Project Summary page upload any certified survey.</i>	
Description of Proposal: Clearing and Grubbing of trees off airport property.	



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-136-OE			
Status:	Accepted			
Public Comments:	None			
Date Accepted:	01/11/2024			
Date Determined:				
Letters:	None			
Documents:	None			
	Project Documents: 01/11/2024 7460-1 SAF - OFF ...			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
<i>if Temporary :</i>	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 45.12" N			
Longitude:	97° 14' 10.05" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1150 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
<i>Other :</i>				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
<i>Other :</i>				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

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Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-137-OE
Status:	Accepted
Public Comments:	None
Date Accepted:	01/11/2024
Date Determined:	
Letters:	None
Documents:	None
	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
<i>if Temporary :</i>	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 47.38" N
Longitude:	97° 14' 16.46" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1153 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
	Other :
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
	Other :
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

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Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
---	--

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-138-OE			
Status:	Accepted			
Public Comments:	None			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
if Temporary :	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 48.20" N			
Longitude:	97° 14' 16.46" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1154 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
Other :				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
Other :				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-139-OE			
Status:	Accepted			
Public Comments:	None			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
<i>if Temporary :</i> Months: 5 Days: 0				
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 48.24" N			
Longitude:	97° 14' 12.79" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1153 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
Other :				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
Other :				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
<i>On the Project Summary page upload any certified survey.</i>				
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

Project Documents:
01/11/2024 7460-1 SAF - OFF ...



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
---	--

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-140-OE			
Status:	Accepted			
Public Comments:	None			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
if Temporary :	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 51.30" N			
Longitude:	97° 14' 12.80" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1156 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
Other :				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
Other :				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
---	--

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN: 2024-ACE-141-OE	Date Accepted: 01/11/2024
Status: Accepted	Date Determined:
	Letters: None
	Documents: None
Public Comments: None	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Temporary	Structure Type: CONSTRUCTION Mobile Construction Equipment
if Temporary : Months: 5 Days: 0	Structure Name: Construction Equipment
Work Schedule - Start: 11/01/2024	FDC NOTAM:
Work Schedule - End: 03/31/2025	NOTAM Number:
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	FCC Number:
State Filing:	Prior ASN:
Structure Details	
Latitude: 38° 54' 51.33" N	Proposed Frequency Bands
Longitude: 97° 14' 9.17" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	
Site Elevation (SE): 1153 (nearest foot) PASSED	
Structure Height (AGL): 15 (nearest foot)	
Current Height (AGL): (nearest foot)	
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL): 15 (nearest foot)	
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting: None	
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting: N/A Proposed Structure	
Other :	
Nearest City: Abilene	
Nearest State: Kansas	
Description of Location: North of SW Johns Ave, between S Madison St. and S. Washington St.	
<i>On the Project Summary page upload any certified survey.</i>	
Description of Proposal: Clearing and Grubbing of trees off airport property.	



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-142-OE
Status:	Accepted
Public Comments:	None
Date Accepted:	01/11/2024
Date Determined:	
Letters:	None
Documents:	None
	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
<i>if Temporary :</i>	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 50.97" N
Longitude:	97° 14' 9.16" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1153 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
	Other :
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
	Other :
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

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Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-143-OE			
Status:	Accepted			
Public Comments:	None			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
if Temporary :	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 50.97" N			
Longitude:	97° 14' 9.76" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1153 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
Other :				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
Other :				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN: 2024-ACE-144-OE	Date Accepted: 01/11/2024
Status: Accepted	Date Determined:
	Letters: None
	Documents: None
Public Comments: None	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Temporary	Structure Type: CONSTRUCTION Mobile Construction Equipment
if Temporary : Months: 5 Days: 0	Structure Name: Construction Equipment
Work Schedule - Start: 11/01/2024	FDC NOTAM:
Work Schedule - End: 03/31/2025	NOTAM Number:
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	FCC Number:
State Filing:	Prior ASN:
Structure Details	
Latitude: 38° 54' 48.25" N	Proposed Frequency Bands
Longitude: 97° 14' 9.75" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	
Site Elevation (SE): 1151 (nearest foot) PASSED	
Structure Height (AGL): 15 (nearest foot)	
Current Height (AGL): (nearest foot)	
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL): 15 (nearest foot)	
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting: None	
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting: N/A Proposed Structure	
Other :	
Nearest City: Abilene	
Nearest State: Kansas	
Description of Location: North of SW Johns Ave, between S Madison St. and S. Washington St.	
<i>On the Project Summary page upload any certified survey.</i>	
Description of Proposal: Clearing and Grubbing of trees off airport property.	



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-145-OE			
Status:	Accepted			
Public Comments:	None			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
if Temporary :	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 48.27" N			
Longitude:	97° 14' 4.20" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1150 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
Other :				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
Other :				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
<i>On the Project Summary page upload any certified survey.</i>				
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

Project Documents:
01/11/2024 7460-1 SAF - OFF ...



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-146-OE
Status:	Accepted
Public Comments:	None
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
if Temporary :	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 51.32" N
Longitude:	97° 14' 4.19" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1152 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
Other :	
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
<i>On the Project Summary page upload any certified survey.</i>	
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
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Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-147-OE
Status:	Accepted
Public Comments:	None
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
if Temporary :	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 51.32" N
Longitude:	97° 14' 3.09" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1151 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
Other :	
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				

Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24	Sponsor: City of Abilene Kansas
---	--

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-148-OE
Status:	Accepted
Public Comments:	None
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
if Temporary :	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 48.27" N
Longitude:	97° 14' 3.08" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1150 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
Other :	
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
Other :	
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
<i>On the Project Summary page upload any certified survey.</i>	
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-149-OE
Status:	Accepted
Public Comments:	None
Date Accepted:	01/11/2024
Date Determined:	
Letters:	None
Documents:	None
	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
<i>if Temporary :</i>	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 48.27" N
Longitude:	97° 14' 2.75" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1150 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
<i>Other :</i>	
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
<i>Other :</i>	
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
<i>On the Project Summary page upload any certified survey.</i>	
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

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Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)

[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status		Date Accepted:		Date Determined:		Letters:		Documents:	
ASN:	2024-ACE-150-OE	01/11/2024				None		None	
Status:	Accepted								
Public Comments:	None							Project Documents: 01/11/2024 7460-1 SAF - OFF ...	
Construction / Alteration Information		Structure Summary							
Notice Of:	Construction	Structure Type: CONSTRUCTION Mobile Construction Equipment							
Duration:	Temporary	Structure Name: Construction Equipment							
if Temporary : Months: 5 Days: 0		FDC NOTAM:							
Work Schedule - Start:	11/01/2024	NOTAM Number:							
Work Schedule - End:	03/31/2025	FCC Number:							
*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.		Prior ASN:							
State Filing:									
Structure Details		Proposed Frequency Bands							
Latitude:	38° 54' 47.75" N	Low Freq	High Freq	Freq Unit	ERP	ERP Unit			
Longitude:	97° 14' 2.75" W								
Horizontal Datum:	NAD83								
Site Elevation (SE):	1150 (nearest foot) PASSED								
Structure Height (AGL):	15 (nearest foot)								
Current Height (AGL):	(nearest foot)								
* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal									
Minimum Operating Height (AGL):	15 (nearest foot)								
* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.									
Requested Marking/Lighting:	None								
	Other :								
Recommended Marking/Lighting:									
Current Marking/Lighting:	N/A Proposed Structure								
	Other :								
Nearest City:	Abilene								
Nearest State:	Kansas								
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.								
On the Project Summary page upload any certified survey.									
Description of Proposal:	Clearing and Grubbing of trees off airport property.								

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Notice of Proposed Construction or Alteration - Off Airport

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Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status	
ASN:	2024-ACE-151-OE
Status:	Accepted
Public Comments:	None
Date Accepted:	01/11/2024
Date Determined:	
Letters:	None
Documents:	None
	Project Documents: 01/11/2024 7460-1 SAF - OFF ...
Construction / Alteration Information	
Notice Of:	Construction
Duration:	Temporary
<i>if Temporary :</i>	Months: 5 Days: 0
Work Schedule - Start:	11/01/2024
Work Schedule - End:	03/31/2025
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>	
State Filing:	
Structure Details	
Latitude:	38° 54' 47.78" N
Longitude:	97° 13' 58.04" W
Horizontal Datum:	NAD83
Site Elevation (SE):	1150 (nearest foot) PASSED
Structure Height (AGL):	15 (nearest foot)
Current Height (AGL):	(nearest foot)
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>	
Minimum Operating Height (AGL):	15 (nearest foot)
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>	
Requested Marking/Lighting:	None
<i>Other :</i>	
Recommended Marking/Lighting:	
Current Marking/Lighting:	N/A Proposed Structure
<i>Other :</i>	
Nearest City:	Abilene
Nearest State:	Kansas
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.
Description of Proposal:	Clearing and Grubbing of trees off airport property.

Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

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Search Result](#) [Next →](#)



Notice of Proposed Construction or Alteration - Off Airport

[Add a New Case \(Off Airport\) - Desk Reference Guide V_2018.2.1](#)[Add a New Case \(Off Airport\) for Wind Turbines - Met Towers \(with WT Farm\) - WT-Barge Crane - Desk Reference Guide V_2018.2.1](#)

Project Name: CITY -000837228-24

Sponsor: City of Abilene Kansas

Details for Case : Construction Equipment

[Show Project Summary](#)

Case Status				
ASN:	2024-ACE-152-OE			
Status:	Accepted			
Public Comments:	None			
Date Accepted:	01/11/2024			
Date Determined:				
Letters:	None			
Documents:	None			
	Project Documents: 01/11/2024 7460-1 SAF - OFF ...			
Construction / Alteration Information				
Notice Of:	Construction			
Duration:	Temporary			
<i>if Temporary :</i>	Months: 5 Days: 0			
Work Schedule - Start:	11/01/2024			
Work Schedule - End:	03/31/2025			
<i>*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.</i>				
State Filing:				
Structure Details				
Latitude:	38° 54' 47.79" N			
Longitude:	97° 13' 58.00" W			
Horizontal Datum:	NAD83			
Site Elevation (SE):	1150 (nearest foot) PASSED			
Structure Height (AGL):	15 (nearest foot)			
Current Height (AGL):	(nearest foot)			
<i>* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal</i>				
Minimum Operating Height (AGL):	15 (nearest foot)			
<i>* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.</i>				
Requested Marking/Lighting:	None			
<i>Other :</i>				
Recommended Marking/Lighting:				
Current Marking/Lighting:	N/A Proposed Structure			
<i>Other :</i>				
Nearest City:	Abilene			
Nearest State:	Kansas			
Description of Location:	North of SW Johns Ave, between S Madison St. and S. Washington St.			
<i>On the Project Summary page upload any certified survey.</i>				
Description of Proposal:	Clearing and Grubbing of trees off airport property.			
Structure Summary				
Structure Type:	CONSTRUCTION Mobile Construction Equipment			
Structure Name:	Construction Equipment			
FDC NOTAM:				
NOTAM Number:				
FCC Number:				
Prior ASN:				
Proposed Frequency Bands				
Low Freq	High Freq	Freq Unit	ERP	ERP Unit

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APPENDIX 5 – FAA ENVIRONMENTAL DECISIONS

**U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION**

FINDING OF NO SIGNIFICANT IMPACT/RECORD OF DECISION

For the Proposed

**AIRSPACE OBSTRUCTION REMOVAL AND MITIGATION AND
DESIGNATION OF AIRPORT PROPERTY**

**ABILENE MUNICIPAL AIRPORT
ABILENE, KANSAS**

This Finding of No Significant Impact (FONSI) and Record of Decision (ROD) was prepared for a proposed action at the Abilene Municipal Airport in Abilene, Kansas. The attached Final Environmental Assessment (Final EA) dated February 2022, was prepared in accordance with the guidelines and requirements set forth by the Council of Environmental Quality (CEQ) and the Federal Aviation Administration (FAA). Presented is a description of the Purpose and Need for the Proposed Action, Proposed Action, Alternative Considered, and Assessment and Mitigation as discussed in the attached Final EA with Federal Findings regarding the Proposed Action.

PURPOSE AND NEED FOR THE PROPOSED ACTION:

The purpose of the Proposed Action is to remove obstructions and acquire land as described in the attached Final EA. The need for the obstruction removal and land is to safely provide for the existing and future aviation needs of the City of Abilene (sponsor) and the surrounding communities per minimum standards for safe and efficient aircraft operations as described in *FAA Advisory Circular 150/5300-13, Airport Design*. The requirements to be satisfied are more specifically described below under Proposed Action.

PROPOSED ACTION:

The Proposed Action consists of the following improvements, as shown on the July 31, 2020, conditionally approved Airport Layout Plan (ALP) and as described in detail in the Final EA.

1. Mitigate or remove obstructions to the airport's airspace including:
 - a. Obtain easements and remove or trim trees on privately owned property within the approach area north of the airport;
 - b. Remove trees located within City road rights-of-way;

- c. Obstruction mark and light the Union Pacific railroad located north of the airport;
 - d. Modify and lower lighted utility pole; and
- 2. Acquire property adjacent to the airport donated to the City of Abilene to be used for future airport development

ALTERNATIVES CONSIDERED:

The No Action Alternative: Not to remove obstructions or acquire land. The No Action alternative does not meet the project purpose and need; however, in addition to being a Council on Environmental Quality/National Environmental Policy Act (CEQ/NEPA) requirement, it does serve as a baseline for a comparison of impacts to the preferred alternative and is therefore retained for analysis.

Alternative 1 (Proposed Action): Mitigate and remove obstructions and acquire land as described under Proposed Action. This alternative was selected as the Proposed Action because this alternative best meets the purpose and need, is feasible, and results in minimal environmental impacts.

Alternative 2: Displace the Runway 17 threshold 185-feet. The displaced threshold would shorten the length of the runway that is available for landing. As a result of the displacement, the runway approach surfaces at the end of Runway 17 would shift to the south into a position where the existing trees would not obstruct these surfaces. Two obstruction marking poles with lights would be constructed on airport property to mitigate the railroad obstruction.

Although this alternative would meet the purpose and need, it was eliminated from further consideration due to the reduction in available landing length. Additionally, existing trees in the area that are currently obstructions may continue to grow and become future obstructions to the approach surfaces associated with the displaced threshold.

Alternative 3: Shift entire Runway 17-35 400-feet to the south. The runway shift would relocate the approach and departure surfaces at the end of Runway 17 to the south where the existing trees would not obstruct these surfaces. To accommodate the relocated runway and Runway Protection Zone (RPZ) at the end of Runway 35, the existing 2100 Avenue would be relocated. This alternative also includes abandoning portions of the existing runway, parallel taxiway, and a connector taxiway. A new connector taxiway would be constructed for access to the relocated approach end of Runway 17.

Although this alternative would meet the purpose and need, it was eliminated from further consideration due to the taxiway relocation, runway shift, and roadway relocation, all of which would increase the overall cost of the project.

ASSESSMENT AND MITIGATION:

Section 4.0 of the attached Final EA addresses the applicable environmental impact areas in accordance with FAA Orders 1050.1F and 5050.4B and analyzes the potential for significant impacts. The Final EA and associated correspondence were reviewed by the FAA to determine whether each of the affected impact categories exceeded an established threshold of significance.

The sponsor's Proposed Action will not significantly affect environmental resources as discussed and analyzed in the Final EA. Statements of consistency with community planning from state and local governments are highlighted in the Final EA.

The FAA has assessed the Proposed Action as the preferred alternative. The Final EA addresses the effect of the proposed project on the human and natural environment. The Final EA provides a detailed description of existing conditions and the environmental consequences of the Proposed Action on resource areas.

The Proposed Action will not change flight patterns, altitudes, or aircraft traffic volumes at the Airport. Noise levels will not be affected.

Resources Not Affected: As described in Section 4.2 of the Final EA, these resources were considered but not analyzed in detail. Based on the results of site visits and research, the No Action and Proposed Action would not have direct or indirect impacts on the following resources: Air Quality; Climate; Coastal Resources; Department of Transportation Act, Section 4(f); Farmlands; Hazardous Materials, Solid Waste, and Pollution Prevention; Land Use; Natural Resources and Energy Supply; Noise and Noise-compatible Land Use; and Water Resources (wetlands, ground/surface water, wild and scenic rivers).

Biological Resources: Listed threatened species that are known to occur near the project area include the northern long-eared bat. Coordination with the U.S. Fish and Wildlife Service (USFWS) provided that the northern long-eared bat is protected under a 4(d) rule. The 4(d) rule allows for limited tree removal projects provided those projects do not include the cutting of any known occupied roost trees during the pup season (June 1 – July 31). With implementation of the avoidance measures outlined below, the proposed project will have no effect on the northern long eared bat.

It is recommended to trim or remove trees when bats are hibernating or concentrated near their hibernacula. Trees should not be cut during northern long-eared bat pup season, June 1 to July 31. If tree trimming or removal will be completed during these dates, conduct a survey per USFWS and contact the USFWS for further consultation.

Additionally, the Migratory Bird Treaty Act (MBTA) applies to Federal agency actions. Avoid trimming or removing migratory bird nesting habitat during the nesting season from May 10 to September 10. If tree trimming or removal takes place during this period, conduct a field survey of the affected habitats and structures to determine the presence of active nests. Contact the USFWS for further guidance if a field survey identifies the existence of one or more active bird nests that cannot be avoided temporally or spatially by the project.

Historic, Architectural, Archeological or Cultural Resources: As discussed in Section 3.3.5, tree trimming and tree clearing would occur on privately owned properties. Based on the findings of the historic properties survey (recordation), the FAA determined none of the properties are eligible for listing in the National Register of Historic Places and no historic properties will be adversely affected. The Kansas State Historic Preservation Office (SHPO) reviewed the recordation and concurred with this determination. No mitigation measures will be required.

Ten tribes were invited to participate as consulting parties. Three tribes responded that the proposed project will not adversely affect any known archeological, historical, or sacred sites and/or properties of cultural significance. Seven tribes did not respond.

If construction work uncovers buried archeological materials, cease work in the area of discovery and immediately notify the SHPO and the FAA. The FAA will contact concerned tribes.

Socioeconomic, Environmental Justice, and Children's Environmental Health and Safety Risks:

The Proposed Action would not result in socioeconomic impacts listed in Exhibit 4-1 of FAA Order 1050.1F.

Environmental Justice communities are not present in the affected area.

The Proposed Action would not result in impacts that would have the potential to lead to disproportionate health and safety risks to children living in or near the project area.

Visual Effects: Under the Proposed Action, changes to the visual landscape near the airport would occur. Tree trimming and removal on residential properties and road-of-ways would change the appearance of the neighborhood. If desired by landowners, tree trimming and the replanting of smaller tree species and shrubbery are proposed as measures to lessen visual impacts to the viewshed. The Proposed Action will not have a significant impact on this resource.

Water Resources: Tree trimming and tree removal will occur within a designated 100-year floodplain. These activities will not result in changes to the floodplain. Based on a review of the City of Abilene Floodplain Ordinance, a permit is not required for these activities.

Construction of the obstruction marking poles with lights will also occur within the designated 100-year floodplain and a City of Abilene Floodplain Development Permit will be required. Obtaining the permit will ensure that construction of the proposed obstruction marking poles will not cause notable adverse impacts on natural and beneficial floodplain values.

There is no practicable alternative to placing a project in the floodplain and all measures to minimize harm will be included in the project. With implementation of the avoidance and

minimization measures, the Proposed Project will not result in a significant impact to floodplains.

Apply for and obtain a permit from the local floodplain administrator and follow permit requirements.

Cumulative Impacts: The past, present, and reasonably foreseeable future actions were evaluated for cumulative impacts from these actions that could result in environmental impacts from implementation of the Proposed Action.

With implementation of the Proposed Action, the level of cumulative impacts anticipated to occur within these environmental resource categories is not significant due to: the types of past, present, and reasonably foreseeable future projects; the extent of the built environment in which they would occur; the lack of certain environmental resources in the area; and the mitigation measures identified for the Proposed Action. Therefore, as stated in the Final EA, implementation of the Proposed Action would not result in significant cumulative environmental impacts.

AGENCY COORDINATION AND PUBLIC OUTREACH:

Section 5.0 of the Final EA provides a summary of the public involvement. The Draft EA was made available for public comment between January 19, 2022 and February 18, 2022. Only one comment was received supporting the project and no requests for a public hearing was received.

DECISION AND ORDER:

Based on the information in this FONSI/ROD and supported by detailed discussion in the attached Final EA, the Proposed Action has been identified as the FAA's selected alternative. Applicable federal requirements relating to the proposed airport development have been met.

Under the authority delegated to me by the Administrator of the Federal Aviation Administration, I find that the project is reasonably supported. I, therefore, direct that the FAA take the following actions as appropriate to authorize implementation of the Proposed Action:

- Unconditional approval of the Airport Layout Plan (ALP) to depict the proposed improvements pursuant to 49 USC §§ 40103(b) and 47107(a)(16).
- Determination under 49 USC § 44502(b) that the airport development is reasonably necessary for use in air commerce or in the interests of national defense.
- Determinations under 49 USC 47106 and 47107 relating to the eligibility of the Proposed Action for federal funding under the Airport Improvement Program (AIP) and/or determinations under 49 USC 40117, as implemented by 14 CFR 158.25, to impose and use passenger facility charges (PFCs).

This order is issued under applicable statutory authorities, including 49 U.S.C. §§ 40101(d), 40103(b), 40113(a), 44701, 44706, 44718(b), and 47101 et seq.

APPROVING FAA OFFICIAL'S STATEMENT OF ENVIRONMENTAL FINDING:

After careful and thorough consideration of the facts contained herein, the undersigned finds that the proposed Federal action is consistent with existing national environmental policies and objectives as set forth in Section 101 of the National Environmental Policy Act of 1969 (NEPA) and other applicable environmental requirements and will not significantly affect the quality of the human environment or otherwise include any condition requiring consultation pursuant to Section 102(2)(C) of NEPA. As a result, FAA is issuing this FONSI and will not prepare an Environmental Impact Statement (EIS) for this action.

APPROVED:

Manager, FAA Airports Division

Date

DISAPPROVED:

Manager, FAA Airports Division

Date

RIGHT OF APPEAL:

This decision document (FONSI/ROD) is a final order of the FAA Administrator and is subject to exclusive judicial review under 49 U.S.C. § 46110 by the U.S. Circuit Court of Appeals for the District of Columbia or the U.S. Circuit Court of Appeals for the circuit in which the person contesting the decision lives or has a principal place of business. Any party having substantial interest in this order may apply for review of the decision by filing a petition for review in the appropriate U.S. Court of Appeals no later than 60 days after the order is issued in accordance with the provisions of 49 U.S.C. § 46110.

APRIL 2023

WRITTEN RE-EVALUATION

FOR RUNWAY 17 DISPLACED THRESHOLD FINAL ENVIRONMENTAL ASSESSMENT FINDING OF NO SIGNIFICANT IMPACT AND RECORD OF DECISION

ABILENE MUNICIPAL AIRPORT (K78)
ABILENE, KANSAS

PREPARED FOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PREPARED BY
OLSSON
FOR
CITY OF ABILENE, KANSAS

FAA Decision

Having reviewed this written re-evaluation, it is the FAA's decision that the contents of the previously prepared Final Environmental Assessment (EA), Finding of No Significant Impact (FONSI), and Record of Decision (ROD), remain valid. Preparation of a new or supplemental EA is not required. The revised Proposed Action conforms to the actions evaluated under the Final EA and FONSI and there are no substantial changes in the action that are relevant to environmental concerns. Data and analyses contained in the Final EA and FONSI are still substantially valid and there are no significant new circumstances or information relevant to environmental concerns and bearing on the proposed action or its impacts. Pertinent conditions and requirements of the prior approval have been or will be met in the current action.

Responsible FAA Official

Date

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	Historical, Architectural, Archaeological, and Cultural Resources	
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Appendix A: Agency Responses

1. Need for the Written Re-Evaluation

Per FAA Order 1050.1F, Section 9-2, a written re-evaluation is a document used to determine whether the contents of a previously prepared environmental document, such as an environmental assessment (EA), remains valid, or if a new or supplemental environmental document is required when there are changes to the Proposed Action, or when there are new circumstances or information. A written re-evaluation is required in this case as set forth in FAA Order 1050.1F Section 9-2, a(2)(a), because there are Proposed Changes to the Previously Approved Action.

The City of Abilene, Kansas conducted an EA and the FAA issued a Finding of No Significant Impact (FONSI)/Record of Decision (ROD) for the Final EA on March 3, 2022 evaluating the environmental and social impacts of the following Proposed Action as described in Chapter 1, Section 1.3 of the Final EA:

- Removal, trimming or topping of trees on properties and designated rights-of-way located south of SW 2nd Street and north of the airport. Where trees are not suitable for trimming/topping, the trees would be cut, and the remaining stump would be mechanically ground to a point below the existing ground surface.
- Easement acquisition to limit heights on the properties and to allow access to the properties for removal, trimming or topping of trees and other obstructions.
- Installation of two obstruction marking poles with lights would be constructed on airport property.
- Designation of Tract A3 (6.6 acres), which was donated to the City of Abilene, as airport property.

The above listed Proposed Action is being revised to add the following improvements:

- Displacement of the Runway 17 threshold by 186 feet, including marking, lighting and visual approach aids, to allow the appropriate clearance over railroad tracks and allow the existing runway edge lights to remain at their existing location.
- Implementation of a new RNAV (GPS) non-precision instrument approach procedure with one-mile visibility for the new Runway 17 threshold location (not yet right for development).
- Removal of tree stumps, which may include clearing and grubbing of the stumps and roots, to ensure the properties are left in a suitable condition to preserve their existing uses.

With the revision of the Proposed Action adding the new actions, the Final EA must be re-evaluated to determine whether conclusions formed for each environmental impact category are still valid pursuant to the requirements of FAA Orders 1050.1F, *Environmental Impacts: Policies and Procedures* and 5050.4B, *National Environmental Policy Act (NEPA), Implementing Instructions for Airport Actions*.

2. Alternatives Considered

The following alternatives for the new action were considered:

No Action Alternative: Under the No Action alternative, no tree trimming, nor tree removal would occur. Tract A3 would not be designated as airport property. The Runway 17 threshold would not be displaced, and a new instrument approach would not be implemented. While the No Action alternative does not meet the Purpose and Need and is, thus, not considered a “reasonable” alternative, in accordance with CEQ Regulations under 40 CFR 1502.14(c), it was further analyzed with regard to its potential environmental impact in this EA re-evaluation. The No Action alternative serves as a baseline to compare the impacts of the Proposed Project.

Alternative 1 (Previous Proposed Action): Alternative 1 would include mitigating trees by trimming or topping on properties south of SW 2nd Street. In addition, two obstruction marking poles would be constructed on airport property. Alternative 1 also includes designating Tract A3, which was donated to the city, as airport property. This alternative no longer meets the purpose and need because the railroad tracks would continue to obstruct the runway approach. This railroad obstruction was only recently identified as a critical safety issue for the airport. See Exhibit 1A.

Alternative 2: Alternative 2 in the original EA would establish a 185-foot displaced threshold for Runway 17. The displaced threshold would shorten the runway that is available for landing from 4,100 feet to 3,915 feet. Obstructions in the Transitional Surface would be mitigated and Tract A3 would be designated as airport property. Two obstruction marking poles with lights would be constructed on airport property. See Exhibit 2A.

The shorter runway length would accommodate the critical design aircraft, which was identified in the 2020 master plan as a Piper 31T Cheyenne II and is categorized as Airport Reference Code (ARC) B-I. As discussed in the master plan, the recommended primary runway length for this aircraft was determined to be 3,800 feet. The displaced threshold would result in 3,915 feet available for landing. While this alternative would meet the purpose and need, it was eliminated from further consideration because remaining trees and stumps would continue to grow and become obstructions to the arrival surfaces, and invasive species would be difficult to control. This alternative was not retained for further consideration in this EA.

Alternative 3: Alternative 3 in the original EA includes shifting Runway 17/35 400 feet to the south. The runway shift would relocate the Transitional Surface and the 20:1 Surface at the approach end of Runway 17 to the south into a position where the existing trees would not obstruct these surfaces. Additionally, the Departure Surface would be relocated so that there would be no obstructions to this surface. To accommodate the relocated runway end and Runway Protection Zone south of the approach end to Runway 35, the existing 2100 Avenue would be relocated to the south. This alternative also includes abandoning portions of the existing runway, parallel

taxiway, and a connector taxiway. A new connector taxiway would be constructed for access to the relocated approach end of Runway 17. See Exhibit 2A.

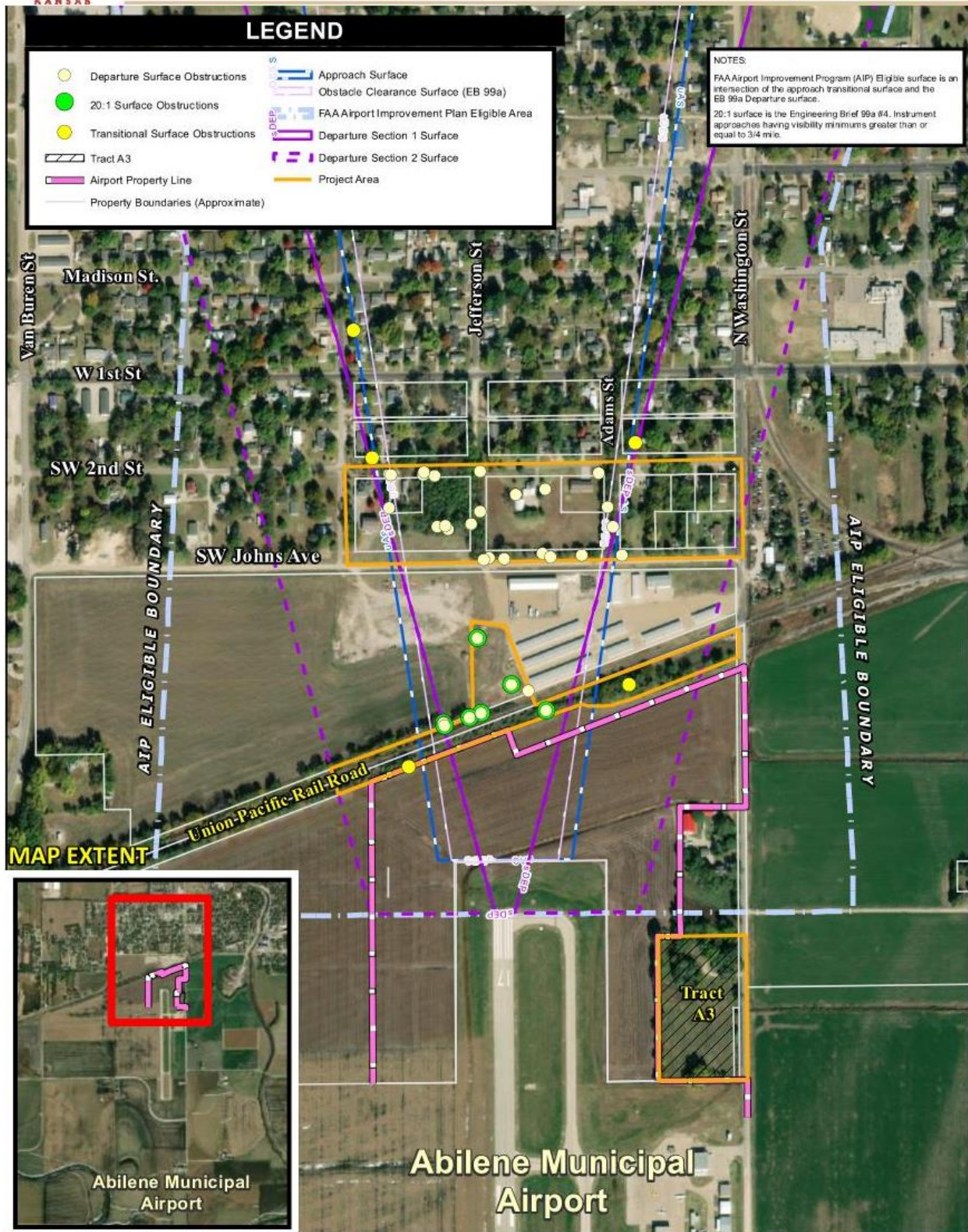
Although this alternative would meet the purpose and need, it was eliminated from further consideration due to the taxiway relocation, runway shift, and roadway relocation, all of which would increase the overall cost of the project. This alternative has not been retained for further consideration in this EA.

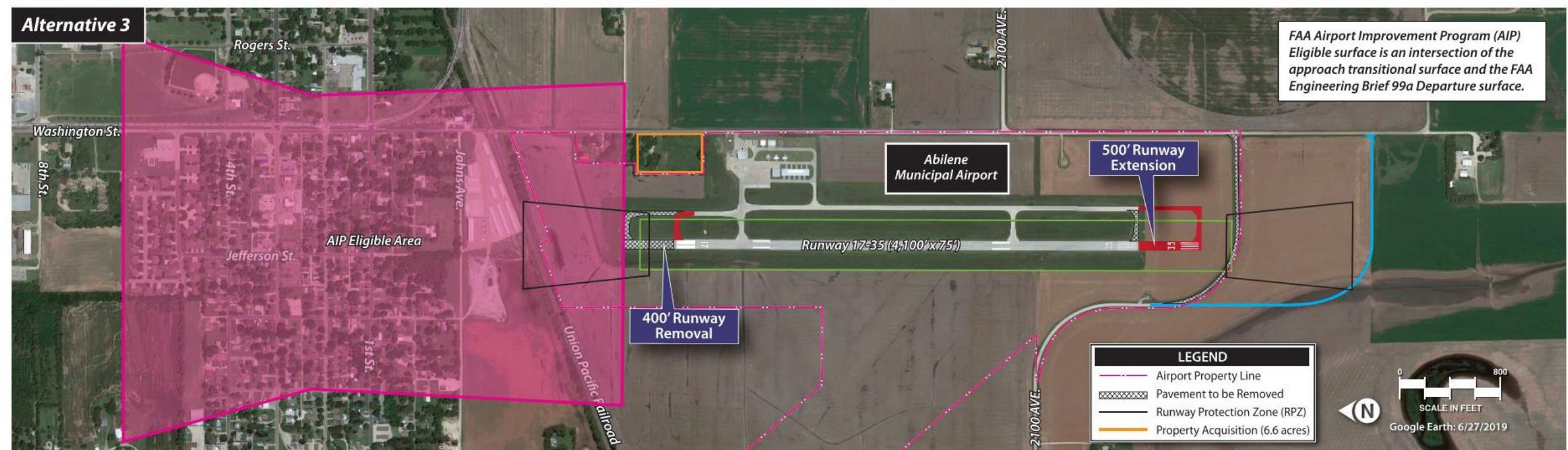
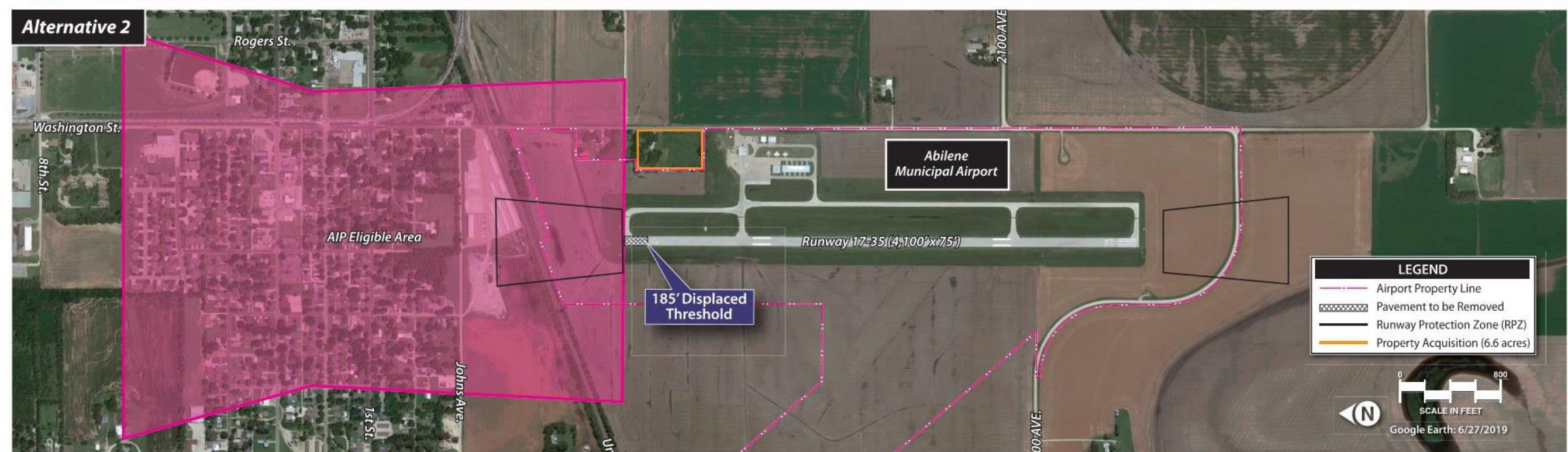
Alternative 4 (Revised Proposed Action): Alternative 4 is comprised of the initial Alternative 1 plus the addition of the runway threshold displacement with a new instrument approach procedure and the clearing and grubbing of stumps and roots. The runway threshold displacement will provide the necessary clearance over the railroad tracks to meet FAA standards. The displacement distance of 186 feet allows the existing runway edge lights to remain in place. See Exhibit 4.

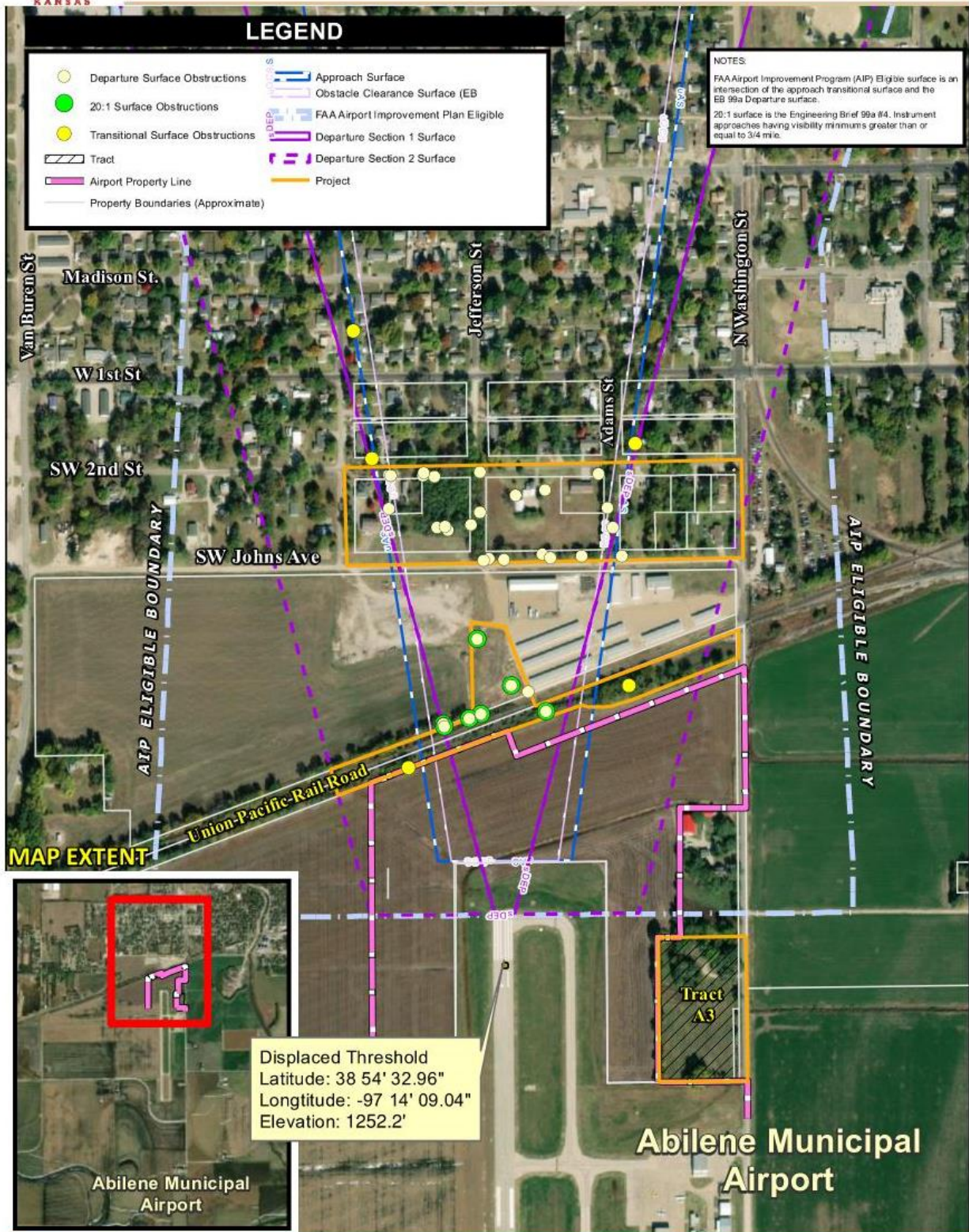
The displaced threshold would shorten the runway that is available for landing from 4,100 feet to 3,914 feet, which would accommodate the critical design aircraft (Piper 31T Cheyenne II) and other aircraft categorized as ARC B-I. As discussed above, a 3,800-foot runway was the length recommended in the 2020 master plan.

The clearing and grubbing of stumps will leave the properties in suitable condition for continued residential use and will reduce the regrowth of obstructions. If the stumps were left on the residential properties, this would result in unsightly conditions, especially where the tree removal is a large group of trees or tree masses. If stumps were left in place, these areas would be unmanageable, resulting in growths of invasive species, new trees or other unwanted plants.

This alternative meets the purpose and need, and is reasonable, and will be carried forward for environmental evaluation.







3 Affected Environment and Environmental Consequences

Pursuant to the requirements of FAA Orders 1050.1F, *Environmental Impacts: Policies and Procedures* and 5050.4B, *National Environmental Policy Act (NEPA), Implementing Instructions for Airport Actions*, this Written Re-evaluation reviews the anticipated environmental impacts associated with the Proposed Changes to determine if a new or supplemental EA would need to be prepared. The Final EA must be re-evaluated to determine whether conclusions formed for each environmental impact category, when combined with the Proposed Changes are still valid.

Resources Not Affected: Section 4.2 of the Final EA discloses that the following environmental impact categories were not evaluated further because the resources do not occur in the Study Area:

- Air Quality
- Climate
- Coastal Resources
- Department of Transportation Act, Section 4(f)
- Farmlands
- Hazardous materials, Solid Waste, and Pollution Prevention
- Land Use
- Natural Resources and Energy Supply
- Water Resources (Wetlands, Surface Waters, Groundwater, Wild and Scenic Rivers)

The Proposed Changes would have no direct or indirect impact on these resources because they still do not occur within the areas of potential disturbance. These resources have been eliminated from further consideration in this Written Re-evaluation.

Biological Resources: As disclosed in 4.3.1 of the 2022 Final EA, the US Fish and Wildlife Service (USFWS) and Kansas Department of Wildlife and Parks were consulted to provide potential impacts posed by the Proposed Action on biotic communities.

The Original Proposed Action would result in removal of trees. Northern long-eared bats roost singly or in colonies underneath bark, in cavities, or in crevices of both live and dead trees. The USFWS initial review in 2021 stated that the northern long-eared bat is an ESA threatened species and is also protected under a 4(d) rule. The 4(d) rule allows for limited tree removal projects provided these projects do not include the cutting of any known occupied roost trees during the pup season (June 1 – July 31).

With the implementation of the avoidance measures outlined below, the proposed project will have no effect.

- Before construction, verify that no new species were added to the Threatened and Endangered Species list. If species were added, coordinate again with the

United States Fish and Wildlife Service (USFWS) and the appropriate State agency.

- Restrictions on tree cutting are active during northern long-eared bats pup season. Tree trimming and clearing will occur outside of June 1 to July 31.
- Seasonal restrictions on tree cutting are active when Migratory Birds are roosting or nesting. Tree trimming and clearing will occur outside of May 10 to September 10.
- To prevent the introduction of invasive species, disturbed areas will be revegetated with warm season grasses and shrubs.

Proposed Changes

Additional consultation was conducted in 2023 with the U.S. Fish and Wildlife Service's (USFWS) Information, Planning, and Conservation (IPaC) system and the Kansas Department of Wildlife and Parks (KDWP), due to the change in the species listed as threatened or endangered. See their responses in Appendix A.

A 2023 review of an official species list for the Revised Proposed Action area indicates the status of the Northern long-eared bat has changed from threatened to endangered. In addition, the Tricolored Bat has been listed as proposed endangered. A determination of "May Affect, Not Likely to Adversely Affect" was made for the Northern long-eared bat and the Tricolored bat. This determination was contingent on seasonal tree clearing similar to the previous 4(d) rule in the Final EA.

The Topeka Shiner is also listed as endangered, but there is no habitat for this species within the project limits and thus a "No Effect" determination was made. The Monarch Butterfly is a candidate species and thus was excluded from analysis and determination.

No substantial changes in biological resource impacts would occur from the Proposed Changes. The data and analysis disclosed in the Final EA remain substantially valid.

Historical, Architectural, Archaeological, and Cultural Resources:

As disclosed in 4.3.2 of the 2022 Final EA, the Kansas State Historic Preservation Office (SHPO) was consulted to provide potential impacts posed by the Revised Action on historic, architectural, archaeological, and cultural resources.

Proposed Changes

The 2022 Final EA included no ground disturbance except for the grinding of stumps to just below the ground surface. The revised action now includes grubbing with substantial ground disturbance. The areas proposed for grubbing have been previously developed and have since become overgrown. These areas are within the city limits and have previously been used for residential, right-of-way, and commercial purposes for many years.

No substantial changes in historic, architectural, archaeological, and cultural resource impacts would occur from the Proposed Changes. The data and analysis disclosed in the Final EA remain substantially valid.

Noise and Compatible Land Use

FAA Order 1050.1F, Appendix B, states “No noise analysis is needed for projects involving Design Group I and II airplanes (wingspan less than 79 feet) in Approach Categories A through D (landing speed less than 166 knots) operating at airports whose forecast operations in the period covered by the NEPA document do not exceed 90,000 annual propeller operations (247 average daily operations) or 700 annual jet operations.” The Abilene Municipal Airport Master Plan forecasts approximately 5,968 annual aircraft operations at the airport in the year 2038. See Table 1A in Final EA. The forecast operations are below the 90,000 operations threshold and, therefore, a noise analysis was not conducted for this EA.

Proposed Changes

Substantial changes in noise impacts are not anticipated due to the Proposed Changes. The data and analysis disclosed in the Final EA remain substantially valid. The Proposed Action would not be anticipated to significantly change flight patterns, altitudes, or aircraft traffic volumes at the Airport with the design of the new flight procedure(s). Noise levels would not be significantly affected. The Proposed Action would not have a significant impact on this resource.

Socioeconomic, Environmental Justice, and Children’s Environmental Health and Safety Risks:

As disclosed in 4.3.3 of the 2022 Final EA, impacts to Socioeconomic, Environmental Justice, and Children’s Environmental Health and Safety Risks were studied.

Proposed Changes

No substantial changes in Socioeconomic, Environmental Justice, and Children’s Environmental Health and Safety Risks impacts would occur from the Proposed Changes. The data and analysis disclosed in the Final EA remain substantially valid.

Visual Effects:

As disclosed in 4.3.4 of the 2022 Final EA, impacts due to Visual Effects were studied. The Proposed Change will move Precision Approach Path Indicators (PAPIs) and Runway End Identifier Lights (REILs) approximately 186 feet south, which will be further away from residential areas and thus further reduce any visual effects. The runway threshold lights at the end of the pavement will change from green/red to red/red with no change in the light intensity. New threshold lights will be installed at the displacement.

Proposed Changes

No substantial changes in Visual Effects impacts would occur from the Proposed Changes. The data and analysis disclosed in the Final EA remain substantially valid.

Water Resources (Floodplains):

As disclosed in 4.3.5 of the 2022 Final EA, impacts on floodplains were studied. With the implementation of the avoidance and minimization measures below, the Revised Action will not result in a significant impact to floodplains.

- Provide the opportunity for a public hearing regarding the construction of obstruction marking poles with lights. This opportunity was announced as part of the public review process in the 2022 Final EA.
- Obtain a floodplain development permit for the proposed obstruction marking poles with lights.

Proposed Changes

No substantial changes in the floodplain would occur from the Proposed Changes. The data and analysis disclosed in the Final EA remain substantially valid.

Cumulative Impacts: The projects identified in the cumulative impacts section of the Final EA were reviewed for this Written Re-Evaluation. It is expected that the cumulative effects for the Proposed Changes would not be substantially different from those disclosed in the Final EA because the analysis has not changed, and the impacts from the Proposed Changes are not considered significant. Therefore, it is reasonable to expect that the Proposed Changes combined with other past, present, and reasonably foreseeable future actions, would not result in significant cumulative impacts. All the present and reasonably foreseeable future projects would be required to comply with regulatory requirements, and mitigation provided in accordance with local, state, and federal regulations.

4. Determination

After examination of the conclusions presented in the Final EA combined with the addition of the New Action and review of regulatory information relevant to the Proposed Action, it has been determined that the conclusions reached in the Final EA are still valid and a new or supplemental environmental document is not warranted.

APPENDIX A: AGENCY RESPONSES

ABILENE AIRPORT EA REEVAL

BIOLOGICAL ANALYSIS

Prepared using IPaC

Generated by Scott Tener (scott.tener@faa.gov)

April 13, 2023

The purpose of this document is to assess the effects of the proposed project and determine whether the project may affect any federally threatened, endangered, proposed, or candidate species. If appropriate for the project, this document may be used as a biological assessment (BA), as it is prepared in accordance with legal requirements set forth under [Section 7 of the Endangered Species Act \(16 U.S.C. 1536 \(c\)\)](#).

In this document, any data provided by U.S. Fish and Wildlife Service is based on data as of April 3, 2023.

Prepared using IPaC version 6.90.0-rc5

ABILENE AIRPORT EA REEVAL BIOLOGICAL ASSESSMENT

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1 DESCRIPTION OF THE ACTION

1.1 PROJECT NAME

Abilene Airport EA ReEval

1.2 EXECUTIVE SUMMARY

The proposed project is a re-evaluation of a new alternative for an EA that was approved by FAA in 2022. Agency review is required with USFWS and Kansas Department of Wildlife, Parks, and Tourism for this project and re-evaluation of the northern long-eared bat was included due to the uplisting of the species as endangered. The NLEB determination key was used, and a determination of "May Affect, Not Likely to Adversely Affect" was made. Similarly, through the consultation package builder, a "May Affect, Not Likely to Adversely Affect" determination was made for the tri-colored bat. Potential roost habitat for these species area present within the action area; however, due to the implementation of conservation measures for these species, the "May Affect, Not Likely to Adversely Affect" determination stands.

A finding of "No Affect" was made for the topeka shiner due to the lack of suitable habitat within the proposed project area. Although habitat may be present for the monarch butterfly, this species is a candidate for listing and therefore, no regulatory requirements are in place for this species.

1.3 EFFECT DETERMINATION SUMMARY

SPECIES (COMMON NAME)	SCIENTIFIC NAME	LISTING STATUS	PRESENT IN ACTION AREA	EFFECT DETERMINATION
Monarch Butterfly	Danaus plexippus	Candidate	Excluded from analysis	Excluded from analysis
Northern Long-eared Bat [†] . This species or critical habitat is covered by a DKey.	Myotis septentrionalis	Endangered		NLAA
Tricolored Bat	Perimyotis subflavus	Proposed Endangered	Yes	NLAA

[†] This species or critical habitat is covered by a DKey.

1.4 PROJECT DESCRIPTION

1.4.1 LOCATION



LOCATION

Dickinson County, Kansas

1.4.2 DESCRIPTION OF PROJECT HABITAT

The project is located on and adjacent to the Abilene Municipal Airport. A Union Pacific Railroad is located north of the airport and is lined with trees. North of the railroad tracks is an agricultural field and storage facility. North of the agricultural field is a residential neighborhood, part of which is included in the project area for tree clearing. East of the airport runway is a tract that is also planned for tree clearing (Tract A3). The remainder of the airport is surrounded by agricultural fields.

RELEVANT DOCUMENTATION

- [K78 Exhibit 4 Proposed action 022523](#)

1.4.3 PROJECT PROPONENT INFORMATION

Provide information regarding who is proposing to conduct the project, and their contact information. Please provide details on whether there is a Federal nexus.

REQUESTING AGENCY

FULL NAME

Sage Evans

STREET ADDRESS

2111 S 67th st.

Suite 200

CITY

Omaha

STATE

NE

ZIP

68106

PHONE NUMBER

4029512015

E-MAIL ADDRESS

sevans@olsson.com

LEAD AGENCY

Department of Transportation

Federal Aviation Administration

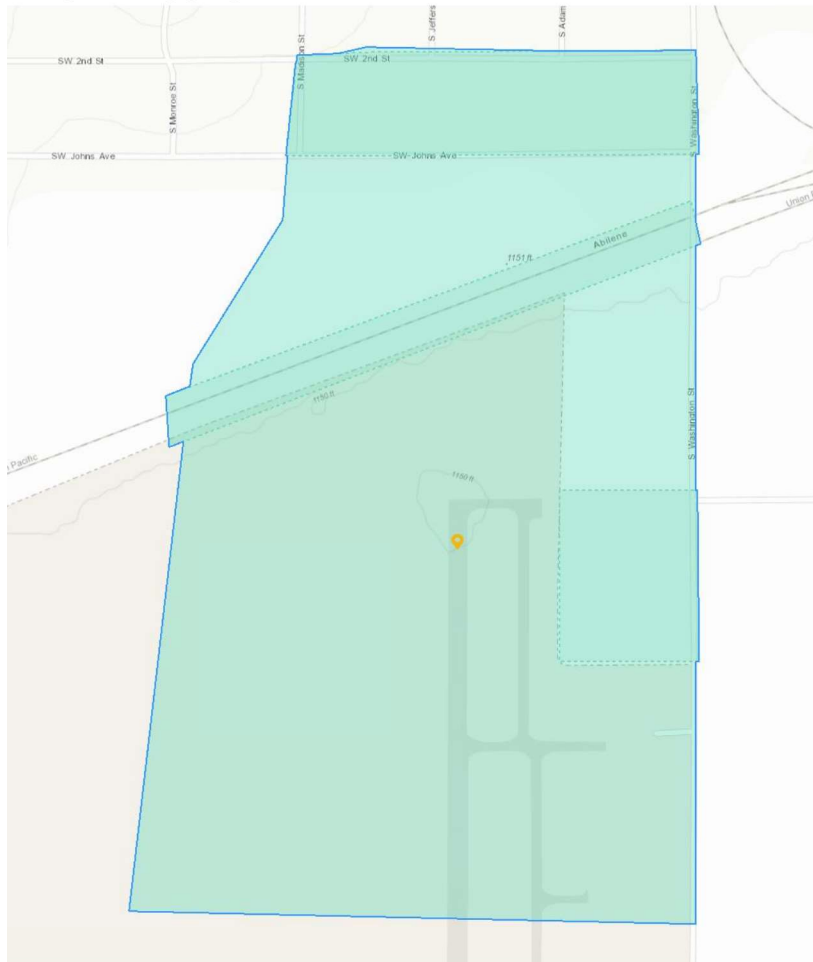
1.4.4 PROJECT PURPOSE

The purpose of the Proposed Action is to remove obstructions and acquire land to safely provide for the existing and future aviation needs of the City of Abilene and the surrounding communities per minimum standards for safe and efficient aircraft operations as described in FAA Advisory Circular 150/5300-13, Airport Design.

1.4.5 PROJECT TYPE AND DECONSTRUCTION

This project is a airport runway expansion project.

1.4.5.1 PROJECT MAP



LEGEND



Project footprint



Displacement Threshold: Airport runway (structure)



Layer 3: Install utilities, outdoor permanent lighting installation



Tree removal, trimming: Tree felling, vegetation removal

1.4.5.2 AIRPORT RUNWAY

STRUCTURE COMPLETION DATE

December 01, 1948

REMOVAL/DECOMMISSION DATE (IF APPLICABLE)

Not applicable

STRESSORS

This activity is not expected to have any impact on the environment.

DESCRIPTION

The proposed action consists of the following improvements:

1. Displaced threshold - involves painting the runway pavement and installing lights along the runway edge. No trees impacted in this area.
2. Acquire property adjacent to the airport donated to the City of Abilene to be used for future airport development.
3. Mitigate or remove obstructions to the airport's airspace including:
 - Obtain easements and remove or trim trees on privately owned property within the approach area north of the airport;
 - Remove trees located within the City road rights-of-way;
 - Obstruction mark and light the Union Pacific railroad located north of the airport;
 - Modify and lower lighted utility pole; and

1.4.5.3 INSTALL UTILITIES

ACTIVITY START DATE

April 01, 2024

ACTIVITY END DATE

December 31, 2024

STRESSORS

This activity is not expected to have any impact on the environment.

DESCRIPTION

Modify and lower an existing utility pole so that the upper portion of the pole is no longer an obstruction.

1.4.5.4 OUTDOOR PERMANENT LIGHTING INSTALLATION

ACTIVITY START DATE

April 01, 2024

ACTIVITY END DATE

December 31, 2024

STRESSORS

- [Increase in illuminance level](#)

DESCRIPTION

Marking the displaced threshold involves painting the runway pavement and installing runway threshold lights along the runway edge. This may increase illuminance level but would not impact vegetation.

1.4.5.5 TREE FELLING

ACTIVITY START DATE

November 01, 2023

ACTIVITY END DATE

March 31, 2024

STRESSORS

- [Change in vegetation structure](#)
- [Decrease in vegetation](#)
- [Increase in fuel load](#)
- [Increase in noise](#)

DESCRIPTION

Tree removal /trimming area is 7 acres. Trees will be allowed to regrow in 5.7 acres. As we discussed, trees with 3" diameters or more will be allowed. Area that will be converted to non-forest in the foreseeable future is 1.3 acres

biological surveys will be conducted for any trees that are impacted after 4-1-24.

1.4.5.6 VEGETATION REMOVAL

ACTIVITY START DATE

November 01, 2023

ACTIVITY END DATE

March 31, 2024

STRESSORS

- [Change in vegetation structure](#)
- [Decrease in vegetation](#)

DESCRIPTION

Tree trimming activities. Biological survey will be conducted for any trees that are impacted after 4-1-24.

Tree removal /trimming area is 7 acres Trees will be allowed to regrow in 5.7 acres. As we discussed, trees with 3" diameters or more will be allowed. Area that will be converted to non-forest in the foreseeable future is 1.3 acres

1.4.6 ANTICIPATED ENVIRONMENTAL STRESSORS

Describe the anticipated effects of your proposed project on the aspects of the land, air and water that will occur due to the activities above. These should be based on the activity deconstructions done in the previous section and will be used to inform the action area.

1.4.6.1 ANIMAL FEATURES

Individuals from the Animalia kingdom, such as raptors, mollusks, and fish. This feature also includes byproducts and remains of animals (e.g., carrion, feathers, scat, etc.), and animal-related structures (e.g., dens, nests, hibernacula, etc.).

1.4.6.2 PLANT FEATURES

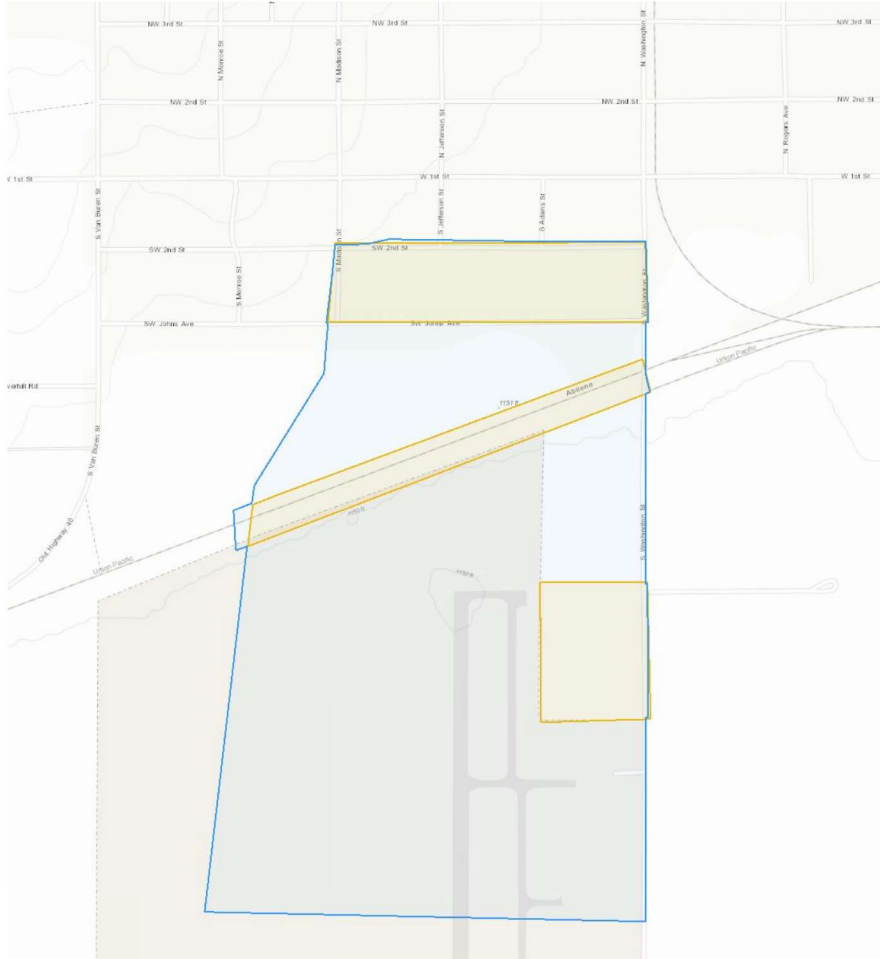
Individuals from the Plantae kingdom, such as trees, shrubs, herbs, grasses, ferns, and mosses. This feature also includes products of plants (e.g., nectar, flowers, seeds, etc.).

1.4.6.2.1 CHANGE IN VEGETATION STRUCTURE

ANTICIPATED MAGNITUDE

Tree removal / trimming area is 7 acres total. Of the 7 acres, trees would be allowed to regrow in 5.7 acres. Species restricted based on height - FAA obstructions.

STRESSOR LOCATION



LEGEND

-  Project footprint
-  Stressor location

CONSERVATION MEASURES

- [Regrowth](#)
- [Biological survey 04-01-2024](#)

STRUCTURES AND ACTIVITIES

- [Tree felling](#)
- [Vegetation removal](#)

1.4.6.2.2 DECREASE IN VEGETATION

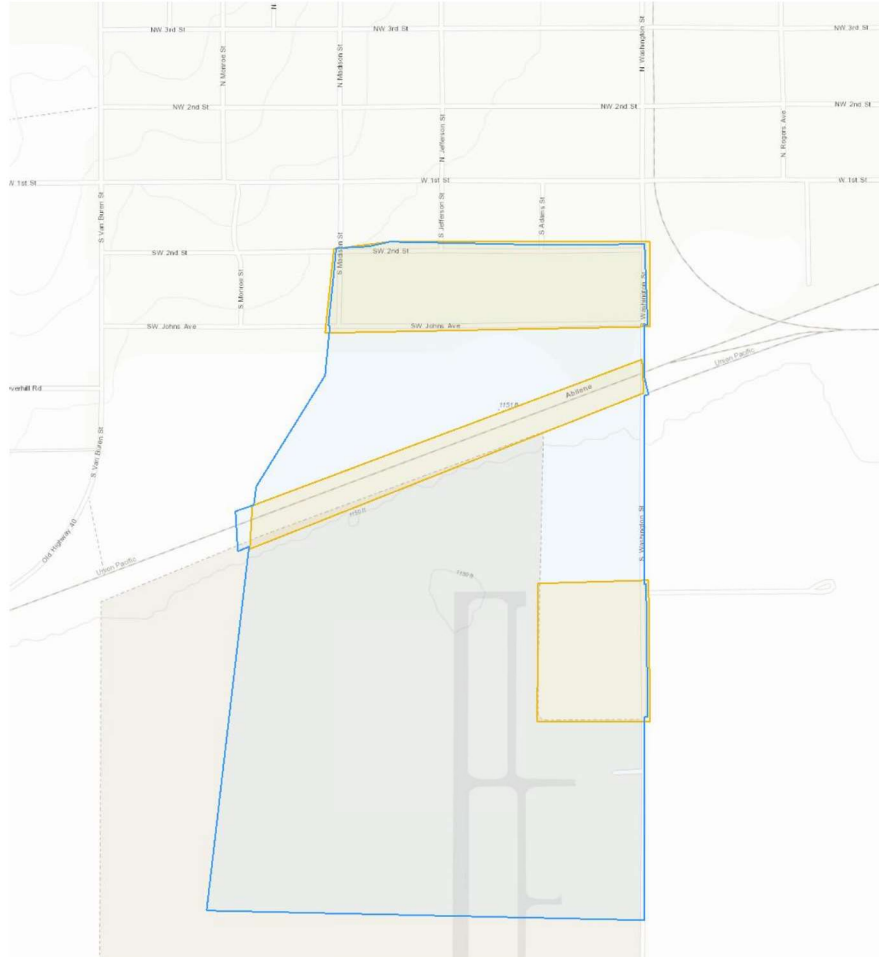
ANTICIPATED MAGNITUDE

Tree removal / trimming area is 7 acres

Trees will be allowed to regrow in 5.7 acres.

Area that will be converted to non-forest in the foreseeable future is 1.3 acres

STRESSOR LOCATION



LEGEND

-  Project footprint
 Stressor location

CONSERVATION MEASURES

- [Regrowth](#)

STRUCTURES AND ACTIVITIES

- [Tree felling](#)
- [Vegetation removal](#)

1.4.6.2.3 INCREASE IN FUEL LOAD

ANTICIPATED MAGNITUDE

This stressor is not expected to occur; the following explanation has been provided:

So long as brush piles should be cleared following tree trimming and removal activities so that excess wood and brush does not accumulate and become a fire hazard.

CONSERVATION MEASURES

- [Removal of brush piles](#)

STRUCTURES AND ACTIVITIES

- [Tree felling](#)

1.4.6.3 ENVIRONMENTAL QUALITY FEATURES

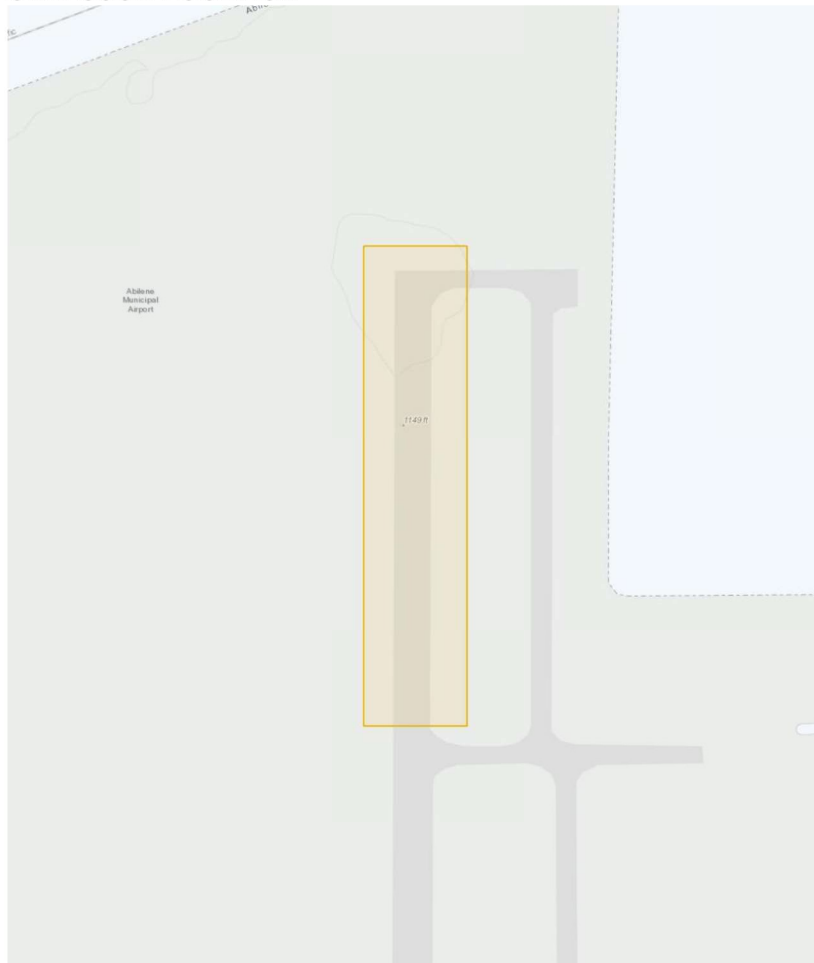
Abiotic attributes of the landscape (e.g., temperature, moisture, slope, aspect, etc.).

1.4.6.3.1 INCREASE IN ILLUMINANCE LEVEL

ANTICIPATED MAGNITUDE

installing threshold lights along the runway edge. The lights marking the ends of the runway emit red light toward the runway to indicate the end of runway to a departing aircraft and emit green outward from the runway end to indicate the threshold to landing aircraft.

STRESSOR LOCATION



LEGEND

-  Project footprint
-  Stressor location

CONSERVATION MEASURES

No conservation measures for this stressor

STRUCTURES AND ACTIVITIES

- [Outdoor permanent lighting installation](#)

1.4.6.4 LANDFORM (TOPOGRAPHIC) FEATURES

Topographic (landform) features that typically occur naturally on the landscape (e.g., cliffs, terraces, ridges, etc.). This feature does not include aquatic landscape features or man-made structures.

1.4.6.5 HUMAN ACTIVITIES

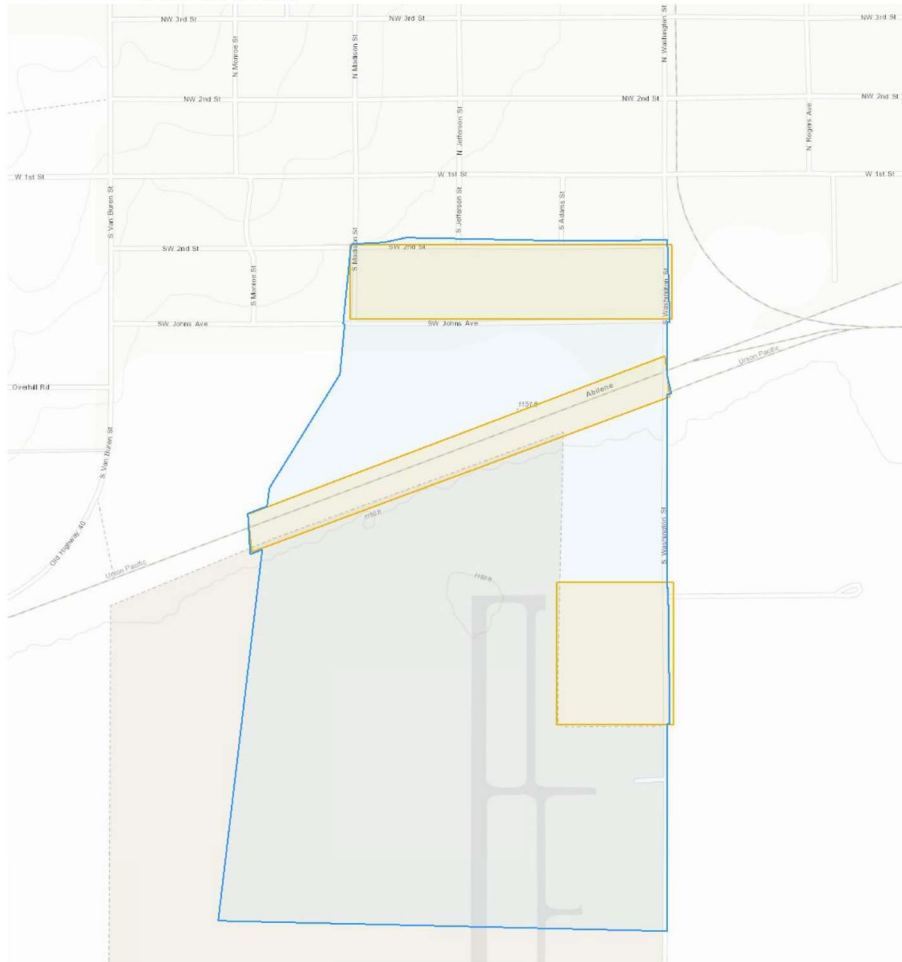
Human actions in the environment (e.g., fishing, hunting, farming, walking, etc.).

1.4.6.5.1 INCREASE IN NOISE

ANTICIPATED MAGNITUDE

Noise during tree removal activities. This is only a temporary impact during tree removal due to use of equipment. Noise will not persist once project activities are complete.

STRESSOR LOCATION



LEGEND

- Project footprint
- Stressor location

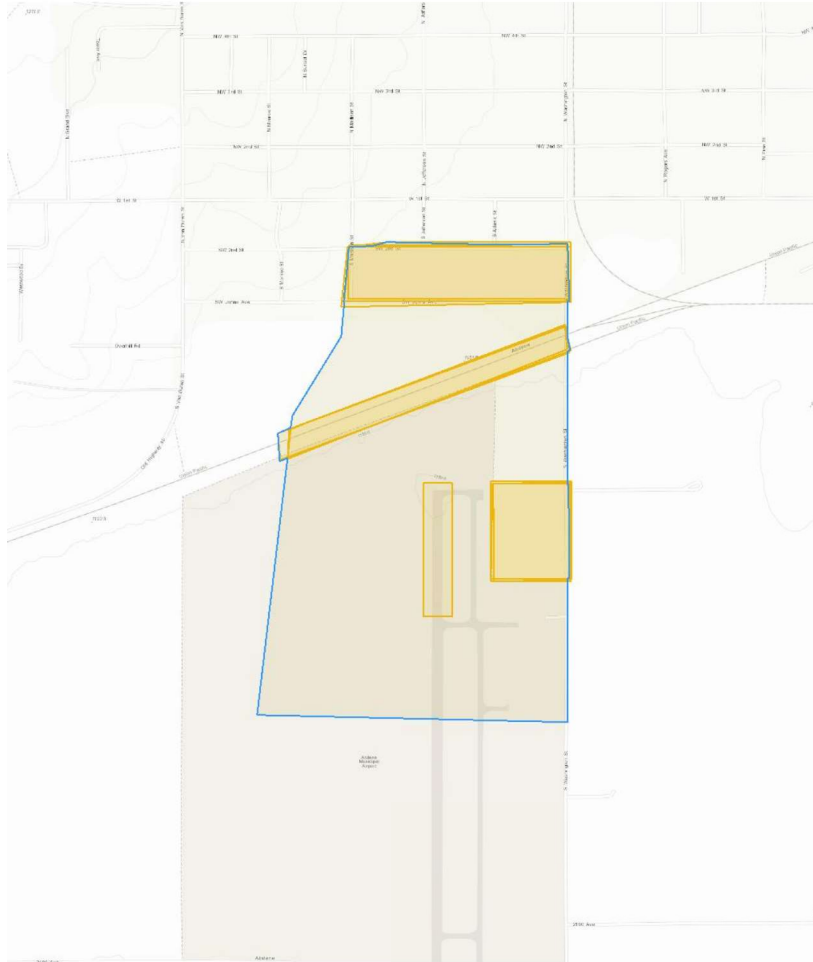
CONSERVATION MEASURES

No conservation measures for this stressor

STRUCTURES AND ACTIVITIES

- [Tree felling](#)

1.5 ACTION AREA



LEGEND

-  Project footprint
-  Stressor location

1.6 CONSERVATION MEASURES

1.6.1 BIOLOGICAL SURVEY 04-01-2024

DESCRIPTION

A biological survey will be conducted for any trees that are impacted after 3-31-24.

STRESSORS

- [Change in vegetation structure](#)

RESOURCE NEEDS

- [forest \(Mature, old-growth forests with closed canopies. \)](#)

DIRECT INTERACTIONS

- [disturbance](#)

1.6.2 REGROWTH

DESCRIPTION

Trees will be allowed to regrow in 5.7 acres of the 7 acres planned for tree removal activities. Trees with 3" diameters or more will be allowed.

STRESSORS

- [Change in vegetation structure](#)
- [Decrease in vegetation](#)

RESOURCE NEEDS

- [forest \(Mature, old-growth forests with closed canopies. \)](#)

DIRECT INTERACTIONS

- [disturbance](#)

1.6.3 REMOVAL OF BRUSH PILES

DESCRIPTION

Brush piles will be removed from site after felling of trees in order to prevent the potential for migratory birds to nest in the piles. This will also prevent the brush piles from being a potential fuel source.

STRESSORS

- [Increase in fuel load](#)

RESOURCE NEEDS

- [forest \(Mature, old-growth forests with closed canopies. \)](#)

DIRECT INTERACTIONS

- [disturbance](#)

1.6.4 TREE CLEARING TIMEFRAME

DESCRIPTION

Tree clearing is anticipated to occur November 2023 through March 2024. A biological survey to determine the presence/absence of roost trees would be conducted for any trees that are impacted after 4/2/2024.

RESOURCE NEEDS

- [forest \(Mature, old-growth forests with closed canopies. \)](#)

DIRECT INTERACTIONS

- [disturbance](#)

1.7 PRIOR CONSULTATION HISTORY

Olsson sent a formal letter initiating consultation with USFWS KS field office on March 8, 2023. A response was received from Jason S. Lunginbill on March 9th, 2023, requesting that we use the interim guidance on the NLEB website.

1.8 OTHER AGENCY PARTNERS AND INTERESTED PARTIES

The City of Abilene, KS

Kansas Department of Wildlife, Parks, and Tourism.

1.9 OTHER REPORTS AND HELPFUL INFORMATION

Attached are the initial scoping correspondence between USFWS and KDWPT during the first draft of the EA in 2022. This correspondence is not part of the ongoing EA Re-evaluation but may offer important project background and prior consultation documentation.

The NLAA concurrence letter provided is the generated consultation letter based on the information provided in the NLEB determination key.

RELEVANT DOCUMENTATION

- [KDWPT Initial Scoping Letter Response](#)
- [NLAA Concurrence Letter Abilene KS Northern Long-eared Bat Rangewide Determination Key 2023-03-31](#)
- [USFWS Initial Scoping Letter Response](#)

2 SPECIES EFFECTS ANALYSIS

This section describes, species by species, the effects of the proposed action on listed, proposed, and candidate species, and the habitat on which they depend. In this document, effects are broken down as direct interactions (something happening directly to the species) or indirect interactions (something happening to the environment on which a species depends that could then result in effects to the species).

These interactions encompass effects that occur both during project construction and those which could be ongoing after the project is finished. All effects, however, should be considered, including effects from direct and indirect interactions and cumulative effects.

2.1 MONARCH BUTTERFLY

This species has been excluded from analysis in this environmental review document.

JUSTIFICATION FOR EXCLUSION

Since the Monarch butterfly is a candidate species, no determination is necessary. However, since the project is located within a residential neighborhood and mowed and maintained airport property, habitat for the butterfly does not exist and, therefore, a no effect determination is made.

2.2 TRICOLORED BAT

2.2.1 STATUS OF THE SPECIES

This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.2.1.1 LEGAL STATUS

The Tricolored Bat is federally listed as 'Proposed Endangered' and additional information regarding its legal status can be found on the [ECOS species profile](#).

2.2.1.2 RECOVERY PLANS

Available recovery plans for the Tricolored Bat can be found on the [ECOS species profile](#).

2.2.1.3 LIFE HISTORY INFORMATION

The tricolored bat is a small insectivorous bat that is distinguished by its unique tricolored fur and often appears yellowish to nearly orange. The once common species is wide ranging across the eastern and central United States and portions of southern Canada, Mexico and Central America. During the winter, tricolored bats are often found in caves and abandoned mines, although in the southern United States, where caves are sparse, tricolored bats are often found roosting in road-associated culverts where they exhibit shorter torpor bouts and forage during warm nights. During the spring, summer, and fall, tricolored bats are found in forested habitats where they roost in trees, primarily among leaves of live or recently dead deciduous hardwood trees, but may also be found in Spanish moss, pine trees, and occasionally human structures. Tricolored bats face extinction due primarily to the rangewide impacts of white-nose syndrome, a deadly disease affecting cave-dwelling bats across the continent. White-nose syndrome has caused estimated declines of more than 90 percent in affected tricolored bat colonies across the majority of the species range. To address the growing threat of white-nose syndrome to the tricolored bat and other bats across North America, the U.S. Fish and Wildlife Service is leading the White-nose Syndrome National Response Team, a coordinated effort of more than 150 non-governmental organizations, institutions, Tribes, and state and federal agencies. Together we are conducting critical white-nose syndrome research and developing management strategies to minimize impacts of the disease and recover affected bat populations. For more information on white-nose syndrome, please see: <https://www.whitenosesyndrome.org/> For more information on tricolored bats, please see: <https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus>

IDENTIFIED RESOURCE NEEDS

Cave

Caves, abandoned mines, and abandoned tunnels ranging from small to large in size.

Forest

Mature, old-growth forests with closed canopies.

Insects

Consumes up to a million insects per year, helping to control mosquitoes and agricultural pests. small moths, beetles, and other insects

2.2.1.4 CONSERVATION NEEDS

Bats require suitable amount and arrangement of habitat to support all aspects of their life history, including foraging, roosting, reproduction, spring emergence, fall swarming, and hibernation (Fuentes-Montemayor et al. 2017). Small openings in forested landscapes are used for foraging and commuting. (Ford et al. 2005; Loeb and O'Keefe 2006; Schirmacher et al. 2007)

Consult with USFWS and KDWPT to avoid and minimize adverse effects to listed species.

Habitat conservation plans outlining measures to avoid, minimize, and mitigate any unintentional take from otherwise lawful activities covered in the plan.

Consider resiliency, redundancy, and representation

2.2.2 ENVIRONMENTAL BASELINE

*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.*

2.2.2.1 SPECIES PRESENCE AND USE

Since the tri-colored bat hibernates in caves and mines, they would only be present in the project area during the spring, summer, and fall. We are requesting USFWS concurrence with a "May Effect, Not Likely to Adversely Affect" determination due to winter tree clearing similar to the northern long-eared bat.

In winter, males and females roost deep in caves or mines, either alone or in small clusters, and often out in plain sight. In summer females form maternity colonies in attics, lofts of barns, or hollow trees. The roosts may be several miles from hibernacula. In July, the state recorded 39 occurrences as the highest occurrence during the year. December had the second highest occurrence. No documented occurrences in Dickinson County according to the Kansas Mammal Atlas. Last updated 8/21/2018. <https://webapps.fhsu.edu/ksmammal/account.aspx?o=32&t=182> (<https://webapps.fhsu.edu/ksmammal/account.aspx?o=32&t=182>)

2.2.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA

The action area is dominated by agricultural land with tree lines and stands scattered throughout. Tree hollows on site could potentially serve as roosting habitat for the tri-colored bat during summer months; however, there are no documented records of the tri-colored bat in Dickinson County. Female bats may also roost in attics of houses, lofts of barns, or hollow trees. These resources are on site; however, only trees would be removed for project activities. There are no caves or rocky outcrops within the action area; therefore, hibernacula would not be located within the action area and would not be impacted.

Due to the presence of potential roosting habitat; tree clearing activities could occur outside of the roosting season, between the months of November and March.

2.2.2.3 HABITAT CONDITION (GENERAL)

FOREST (MATURE, OLD-GROWTH FORESTS WITH CLOSED CANOPIES.)

Tree lines and tree stands are present in the action area. One area along South Washington Street, along the railroad tracks, and in the northern residential area. These are not mature old growth forests; however, trees are large and could serve as roosting habitat for tri-colored bats. No surveys have been conducted to date to determine the presence/absence of snags, roost trees, etc.

INSECTS (CONSUMES UP TO A MILLION INSECTS PER YEAR, HELPING TO CONTROL MOSQUITOES AND AGRICULTURAL PESTS. SMALL MOTHS, BEETLES, AND OTHER INSECTS)

Insects, especially agricultural pests, would be present within the action area due to the agricultural nature of the site. Insects may be attracted to the lighting installed along the existing airport runway. Lights are currently present and displaced threshold lighting would be installed as a result of the project.

2.2.2.4 INFLUENCES

White nose syndrome affects the tri-colored bat. Exposure and vulnerability to the disease results from the tri-colored bat's long hibernation period. The disease is caused by the pathogen *Pseudogymnoascus destructans* (Pd), which thrives in cool, dark spaces where bats like to hibernate. Wind turbine operation.

Bat mortality at wind energy projects is caused primarily by direct collisions with moving turbine blades. There are no wind turbines near the action area.

2.2.2.5 ADDITIONAL BASELINE INFORMATION

The trees in the proposed action area are potential roost habitat for the tri-colored bat. Trees over the FAA obstruction threshold are proposed to be removed or trimmed to FAA obstruction height requirements.

2.2.3 EFFECTS OF THE ACTION

This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.2.3.1 INDIRECT INTERACTIONS

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Cave (caves, abandoned mines, and abandoned tunnels ranging from small to large in size.)			<i>This resource is not present in the action area</i> The nearest outcrop of the Wellington formation are located along U.S. Highway 77 in Kansas. The highway is located approximately 20 miles from the action area. The study area doesn't feature rocky outcroppings and is primarily in agricultural land. However, small culverts are present along South Washington Street, bordering the east side of the action area. Culverts may also be present along the railroad tracks within the study area.	<i>There will be no impacts to this resource, so no individuals will be affected.</i>
Forest (mature, old-growth forests with closed canopies.)	Change in vegetation structure Decrease in vegetation	Regrowth Biological survey 04-01-2024 Removal of brush piles Tree clearing timeframe	Tree removal / trimming area is 7 acres. Trees will be allowed to regrow in 5.7 acres. As we discussed, trees with 3" diameters or more will be allowed. Area that will be converted to non-forest in the foreseeable future is 1.3 acres	<i>No individuals will be affected</i> Tree clearing is proposed from November 2023 through March 2024, outside of the roosting season for the tri-colored bat. Therefore, individuals would not likely be present during tree clearing activities.

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Insects (consumes up to a million insects per year, helping to control mosquitoes and agricultural pests. small moths, beetles, and other insects)	Increase in illuminance level Change in vegetation structure Decrease in vegetation		<i>There will be no impacts to this resource</i> It is unlikely that the insect population would be adversely affected by project activities.	<i>There will be no impacts to this resource, so no individuals will be affected.</i>

2.2.3.2 DIRECT INTERACTIONS

DIRECT IMPACT	CONSERVATION MEASURES	INDIVIDUALS IMPACTED	IMPACT EXPLANATION
Disturbance	Regrowth Biological survey 04-01-2024 Removal of brush piles Tree clearing timeframe	No	Tree clearing and trimming activities would occur outside of the roosting season for the tri-colored bat. Since bats hibernate in caves, mines, etc. during the winter they would not be likely to be found within the action area.

2.2.4 CUMULATIVE EFFECTS

Tree regrowth will likely occur in the area. Trees allowed to regrow or be planted would be smaller species that would not obstruct FAA Airspace.

2.2.5 DISCUSSION AND CONCLUSION

DETERMINATION: **NLAA**

COMPENSATION MEASURES

This consultation package builder will be provided to the federal agency and the USFWS to complete 7(a)(1) consultation.

A conservation measure limiting the timeframe of tree clearing activities will be implemented and tree clearing will only occur from November 2023 through March 2024, to avoid interactions with the tri-colored bat during the roosting season.

3 CRITICAL HABITAT EFFECTS ANALYSIS

No critical habitats intersect with the project action area.

4 SUMMARY DISCUSSION AND CONCLUSION

4.1 SUMMARY DISCUSSION

Overall, the proposed project is unlikely to adversely affect the northern long-eared bat, tri-colored bat, monarch butterfly, or topeka shiner. Although the topeka shiner was not included in this analysis, this species has designated critical habitat within Dickinson County; however, habitat is located well outside of the action area. No streams in the area are going to be affected by the project and no habitat is present within the project area; therefore, there will be no effect to this species.

Since the Monarch Butterfly is a candidate species, no determination is made. However, the surrounding area of the action area is primarily agricultural, mowed and maintained, and residential. Habitat may be present along road side ditches or field edges; however, no conservation measures are indicated for this species as it is a candidate species proposed for listing; therefore, no regulatory requirements are in place for this species.

The tricolored bat is proposed for listing as endangered. Since the tri-colored bat hibernates in caves and mines, they would only be present in the area during the spring, summer, and fall. We request concurrence with a May Effect, Not likely to Adversely Affect determination since tree clearing is planned for the winter, similar to the northern long-eared bat.

According to the determination key for the northern long-eared bat, the project has reached the determination of "May Affect, Not Likely to Adversely Affect" the northern long-eared bat.

4.2 CONCLUSION

Overall, the proposed project is unlikely to adversely affect the northern long-eared bat, tri-colored bat, monarch butterfly, or topeka shiner.

Although the topeka shiner was not included in this analysis, this species has designated critical habitat within Dickinson County; however, habitat is located well outside of the action area. No streams in the area are going to be affected by the project and no habitat is present within the project area; therefore, there will be no effect to this species.

Since the Monarch Butterfly is a candidate species, no determination is made. However, the surrounding area of the action area is primarily agricultural, mowed and maintained, and residential. Habitat may be present along road side ditches or field edges; however, no conservation measures are indicated for this species as it is a candidate species proposed for listing; therefore, no regulatory requirements are in place for this species.

The tricolored bat is proposed for listing as endangered. Since the tri-colored bat hibernates in caves and mines, they would only be present in the area during the spring, summer, and fall. We request concurrence with a May Effect, Not likely to Adversely Affect determination since tree clearing is planned for the winter, similar to the northern long-eared bat.

According to the determination key for the northern long-eared bat, the project has reached the determination of "May Affect, Not Likely to Adversely Affect" the northern long-eared bat.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
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Phone: (785) 539-3474 Fax: (785) 539-8567



In Reply Refer To:
Project code: 2023-0057831
Project Name: Abilene Airport EA ReEval

April 13, 2023

Federal Nexus: yes
Federal Action Agency (if applicable): Federal Aviation Administration

Subject: Federal agency coordination under the Endangered Species Act, Section 7 for
'Abilene Airport EA ReEval'

Dear Scott Tener:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on April 13, 2023, for 'Abilene Airport EA ReEval' (here forward, Project). This project has been assigned Project Code 2023-0057831 and all future correspondence should clearly reference this number. **Please carefully review this letter. Your Endangered Species Act (Act) requirements may not be complete.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into the IPaC must accurately represent the full scope and details of the Project. Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat Rangewide Determination Key (DKey), invalidates this letter.

Determination for the Northern Long-Eared Bat

Based upon your IPaC submission and a standing analysis completed by the Service, your project has reached the determination of “May Affect, Not Likely to Adversely Affect” the northern long-eared bat. Unless the Service advises you within 15 days of the date of this letter that your IPaC-assisted determination was incorrect, this letter verifies that consultation on the Action is complete and no further action is necessary unless either of the following occurs:

- new information reveals effects of the action that may affect the northern long-eared bat in a manner or to an extent not previously considered; or,
- the identified action is subsequently modified in a manner that causes an effect to the northern long-eared bat that was not considered when completing the determination key.

15-Day Review Period

As indicated above, the Service will notify you within 15 calendar days if we determine that this proposed Action does not meet the criteria for a “may affect, not likely to adversely affect” (NLAA) determination for the northern long-eared bat. If we do not notify you within that timeframe, you may proceed with the Action under the terms of the NLAA concurrence provided here. This verification period allows the identified Ecological Services Field Office to apply local knowledge to evaluation of the Action, as we may identify a small subset of actions having impacts that we did not anticipate when developing the key. In such cases, the identified Ecological Services Field Office may request additional information to verify the effects determination reached through the Northern Long-eared Bat DKey.

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination for the northern long-eared bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Candidate
- Tricolored Bat *Perimyotis subflavus* Proposed Endangered

You may coordinate with our Office to determine whether the Action may affect the species and/or critical habitat listed above. Note that reinitiation of consultation would be necessary if a new species is listed or critical habitat designated that may be affected by the identified action before it is complete.

If you have any questions regarding this letter or need further assistance, please contact the Kansas Ecological Services Field Office and reference Project Code 2023-0057831 associated with this Project.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

Abilene Airport EA ReEval

2. Description

The following description was provided for the project 'Abilene Airport EA ReEval':

Removal or trimming of trees on privately owned property within the approach area north of the airport. Additionally, the proposed action includes the installation of a displaced threshold.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.910011499999996,-97.2361027519789,14z>



DETERMINATION KEY RESULT

Based on the answers provided, the proposed Action is consistent with a determination of “may affect, but not likely to adversely affect” for the Endangered northern long-eared bat (*Myotis septentrionalis*).

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of the northern long-eared bat or any other listed species?

Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

No

2. Do you have post-white nose syndrome occurrence data that indicates that northern long-eared bats (NLEB) are likely to be present in the action area?

Bat occurrence data may include identification of NLEBs in hibernacula, capture of NLEBs, tracking of NLEBs to roost trees, or confirmed acoustic detections. With this question, we are looking for data that, for some reason, may have not yet been made available to U.S. Fish and Wildlife Service.

No

3. Does any component of the action involve construction or operation of wind turbines?

Note: For federal actions, answer ‘yes’ if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

No

4. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

Yes

5. Is the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), or Federal Transit Administration (FTA) funding or authorizing the proposed action, in whole or in part?

No

6. Are you an employee of the federal action agency or have you been officially designated in writing by the agency as its designated non-federal representative for the purposes of Endangered Species Act Section 7 informal consultation per 50 CFR § 402.08?

Note: This key may be used for federal actions and for non-federal actions to facilitate section 7 consultation and to help determine whether an incidental take permit may be needed, respectively. This question is for information purposes only.

Yes

7. Is the lead federal action agency the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC)? Is the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC) funding or authorizing the proposed action, in whole or in part?

No

8. Have you determined that your proposed action will have no effect on the northern long-eared bat? Remember to consider the [effects of any activities](#) that would not occur but for the proposed action.

If you think that the northern long-eared bat may be affected by your project or if you would like assistance in deciding, answer “No” below and continue through the key. If you have determined that the northern long-eared bat does not occur in your project’s action area and/or that your project will have no effects whatsoever on the species despite the potential for it to occur in the action area, you may make a “no effect” determination for the northern long-eared bat.

Note: Federal agencies (or their designated non-federal representatives) must consult with USFWS on federal agency actions that may affect listed species [50 CFR 402.14(a)]. Consultation is not required for actions that will not affect listed species or critical habitat. Therefore, this determination key will not provide a consistency or verification letter for actions that will not affect listed species. If you believe that the northern long-eared bat may be affected by your project or if you would like assistance in deciding, please answer “No” and continue through the key. Remember that this key addresses only effects to the northern long-eared bat. Consultation with USFWS would be required if your action may affect another listed species or critical habitat. The definition of [Effects of the Action](#) can be found here: <https://www.fws.gov/media/northern-long-eared-bat-assisted-determination-key-selected-definitions>

No

9. Does the action area contain any caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating northern long-eared bats?

No

10. Does the action area contain or occur within 0.5 miles of (1) talus or (2) anthropogenic or naturally formed rock crevices in rocky outcrops, rock faces or cliffs?

No

11. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?
(If unsure, answer "Yes.")

Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats (i.e., live trees and/or snags ≥ 3 inches (12.7 centimeter) dbh), answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat can be found at: <https://www.fws.gov/media/northern-long-eared-bat-assisted-determination-key-selected-definitions>

Yes

12. Will the action cause effects to a bridge?

No

13. Will the action result in effects to a culvert or tunnel?

No

14. Does the action include the intentional exclusion of northern long-eared bats from a building or structure?

Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local U.S. Fish and Wildlife Services Ecological Services Field Office to help assess whether northern long-eared bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures

No

15. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats**?

No

16. Will the action cause construction of one or more new roads open to the public?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

17. Will the action include or cause any construction or other activity that is reasonably certain to increase average daily traffic on one or more existing roads?

Note: For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

18. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

19. Will the proposed action involve the creation of a new water-borne contaminant source (e.g., leachate pond pits containing chemicals that are not NSF/ANSI 60 compliant)?

No

20. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

No

21. Will the action include drilling or blasting?

No

22. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

No

23. Will the proposed action involve the use of herbicides or pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

No

24. Will the action include or cause activities that are reasonably certain to cause chronic nighttime noise in suitable summer habitat for the northern long-eared bat? Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time.

Note: Additional information defining suitable summer habitat for the northern long-eared bat can be found at: <https://www.fws.gov/media/northern-long-eared-bat-assisted-determination-key-selected-definitions>

No

25. Does the action include, or is it reasonably certain to cause, the use of artificial lighting within 1000 feet of suitable northern long-eared bat roosting habitat?

Note: Additional information defining suitable roosting habitat for the northern long-eared bat can be found at: <https://www.fws.gov/media/northern-long-eared-bat-assisted-determination-key-selected-definitions>

No

26. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

Yes

27. Has a presence/probable absence summer bat survey targeting the northern long-eared bat following the Service's [Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines](#) been conducted within the project area? If unsure, answer "No."

No

28. Does the action include emergency cutting or trimming of hazard trees in order to remove an imminent threat to human safety or property? See hazard tree note at the bottom of the key for text that will be added to response letters

Note: A "hazard tree" is a tree that is an immediate threat to lives, public health and safety, or improved property and has a diameter breast height of six inches or greater.

No

29. Are any of the trees proposed for cutting or other means of knocking down, bringing down, topping, or trimming suitable for northern long-eared bat roosting (i.e., live trees and/or snags ≥ 3 inches dbh that have exfoliating bark, cracks, crevices, and/or cavities)?

Yes

30. [Semantic] Does your project intersect a known sensitive area for the northern long-eared bat?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your [state agency or USFWS field office](#)

Automatically answered

No

31. Will all tree cutting/trimming or other knocking or bringing down of trees be restricted to the inactive season for the northern long-eared bat?

Note: Inactive Season dates for summer habitat outside of staging and swarming areas can be found here: <https://www.fws.gov/media/inactive-season-dates-swarming-and-staging-areas>.

Yes

32. Will the action cause trees to be cut, knocked down, or otherwise brought down across an area greater than 10 acres?

No

33. Will the action cause trees to be cut, knocked down, or otherwise brought down in a way that would fragment a forested connection (e.g., tree line) between two or more forest patches of at least 5 acres?

The forest patches may consist of entirely contiguous forest or multiple forested areas that are separated by less than 1000' of non-forested area. A project will fragment a forested connection if it creates an unforested gap of greater than 1000'.

No

34. Will the action result in the use of prescribed fire?

No

35. Will the action cause noises that are louder than ambient baseline noises within the action area?

No

PROJECT QUESTIONNAIRE

Enter the extent of the action area (in acres) from which trees will be removed - round up to the nearest tenth of an acre. For this question, include the entire area where tree removal will take place, even if some live or dead trees will be left standing.

7

In what extent of the area (in acres) will trees be cut, knocked down, or trimmed during the inactive (hibernation) season for northern long-eared bat? **Note:** Inactive Season dates for spring staging/fall swarming areas can be found here: <https://www.fws.gov/media/inactive-season-dates-swarming-and-staging-areas>

7

In what extent of the area (in acres) will trees be cut, knocked down, or trimmed during the active (non-hibernation) season for northern long-eared bat? **Note:** Inactive Season dates for spring staging/fall swarming areas can be found here: <https://www.fws.gov/media/inactive-season-dates-swarming-and-staging-areas>

0

Will all potential northern long-eared bat (NLEB) roost trees (trees ≥ 3 inches diameter at breast height, dbh) be cut, knocked, or brought down from any portion of the action area greater than or equal to 0.1 acre? If all NLEB roost trees will be removed from multiple areas, select 'Yes' if the cumulative extent of those areas meets or exceeds 0.1 acre.

Yes

Enter the extent of the action area (in acres) from which all potential NLEB roost trees will be removed. If all NLEB roost trees will be removed from multiple areas, entire the total extent of those areas. Round up to the nearest tenth of an acre.

7

For the area from which all potential northern long-eared bat (NLEB) roost trees will be removed, on how many acres (round to the nearest tenth of an acre) will trees be allowed to regrow? Enter '0' if the entire area from which all potential NLEB roost trees are removed will be developed or otherwise converted to non-forest for the foreseeable future.

5.7

Will any snags (standing dead trees) ≥ 3 inches dbh be left standing in the area(s) in which all northern long-eared bat roost trees will be cut, knocked down, or otherwise brought down?

No

Will all project activities be completed by April 1, 2024?

Yes

IPAC USER CONTACT INFORMATION

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State: MO
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Email: scott.tener@faa.gov
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LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Aviation Administration
Name: Scott Tener
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United States Department of the Interior

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In Reply Refer To:
Project Code: 2023-0057831
Project Name: Abilene Airport EA ReEval

April 04, 2023

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see <https://www.fws.gov/birds/policies-and-regulations.php>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see <https://www.fws.gov/birds/bird-enthusiasts/threats-to-birds.php>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/birds/policies-and-regulations/executive-orders/e0-13186.php>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Kansas Ecological Services Field Office

2609 Anderson Avenue

Manhattan, KS 66502-2801

(785) 539-3474

PROJECT SUMMARY

Project Code: 2023-0057831
Project Name: Abilene Airport EA ReEval
Project Type: Airport - Maintenance/Modification
Project Description: Removal or trimming of trees on privately owned property within the approach area north of the airport. Additionally, the proposed action includes the installation of a displaced threshold.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.910011499999996,-97.2361027519789,14z>



Counties: Dickinson County, Kansas

ENDANGERED SPECIES ACT SPECIES

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

IPAC USER CONTACT INFORMATION

Agency: Abilene city
Name: Sage Evans
Address: 2111 S 67th st.
Address Line 2: Suite 200
City: Omaha
State: NE
Zip: 68106
Email: sevans@olsson.com
Phone: 4029512015

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Aviation Administration
Name: Scott Tener
Email: scott.tener@faa.gov

Diane Hofer

From: Sage Evans
Sent: Thursday, April 6, 2023 10:43 AM
To: Diane Hofer
Subject: FW: KDWP Review: Abilene municipal airport tree trimming/removal, DK Co. (Track # 20110132-5)

FYI

Sage Evans
(She, Her, Hers)
Environmental

D 402.951.2015

2111 S. 67th Street, Suite 200
Omaha, NE 68106
O 402.341.1116



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[View Legal Disclaimer](#)

From: Hofmeier, Jordan [KDWP] <Jordan.Hofmeier@KS.GOV>
Sent: Thursday, April 6, 2023 9:10 AM
To: Sage Evans <sevans@olsson.com>
Subject: KDWP Review: Abilene municipal airport tree trimming/removal, DK Co. (Track #20110132-5)

This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

Sage Evans,

Kansas Department of Wildlife and Parks comments and recommendations (Oct. 20, 2021) remain applicable for the proposed tree trimming/removal at Abilene Municipal Airport in Dickinson County, KS. No KDWP regulatory or land management changes have occurred within the proposed project area. Please let me know if you have any questions.

Thank you,

Jordan Hofmeier | *Aquatic Ecologist*

Kansas Department of Wildlife and Parks

512 SE 25th Ave | Pratt, KS 67124

T: (620) 672-0798 | ksoutdoors.com

C: (785) 249-0874 | chickadeecheckoff.com

Follow us:

Facebook-@WildlifeDiversityKDWP

Instagram-@kswildlifediversity

APPENDIX 6 – ENGINEER’S ESTIMATE OF PROBABLE CONSTRUCTION COST

Cost Estimate
Tree Clearing & Grading
 (Based on Opinion of Probable Cost)
April 22, 2024

Abilene Municipal Airport
Abilene, Kansas

AIP Project No. 3-20-0001-017 / 019
Olsson Project No. 023-01278

Item No.	Spec	Description	Quantity	Unit	Unit Price	Total Amount
Base Bid						
1	C-102	Temporary Seeding and Mulching	3.4	AC	\$1,500.00	\$5,100.00
2	C-102	Installation and Removal of Wattle Barrier	270	LF	\$5.00	\$1,350.00
3	C-105	Mobilization [N.T.E. 10%]	1	LS	\$35,000.00	\$35,000.00
4	P-151	Clearing and Grubbing	1.9	AC	\$20,000.00	\$38,000.00
5	P-152	Unclassified Excavation	1,930	CY	\$6.00	\$11,580.00
6	P-152	Embankment In-Place	6,056	CY	\$25.00	\$151,400.00
7	T-901	Seeding	3.4	AC	\$3,000.00	\$10,200.00
8	T-905	Off-Site Topsoil	2,065	CY	\$30.00	\$61,950.00
9	T-908	Mulching	3.4	AC	\$2,000.00	\$6,800.00
Subtotal Base Bid						\$321,380.00
Alternate Bid #1						
101	C-102	Temporary Seeding and Mulching	0.5	AC	\$1,500.00	\$750.00
102	C-102	Installation and Removal of Wattle Barrier	20.0	LF	\$5.00	\$100.00
103	P-151	Clearing and Grubbing	0.5	AC	\$20,000.00	\$10,000.00
104	P-152	Embankment In-Place	1,561	CY	\$25.00	\$39,025.00
105	T-901	Seeding	0.5	AC	\$3,000.00	\$1,500.00
106	T-905	Off-Site Topsoil	448	CY	\$30.00	\$13,440.00
107	T-908	Mulching	0.5	AC	\$2,000.00	\$1,000.00
Subtotal Alternate Bid						\$65,815.00
Total						\$387,195.00

APPENDIX 7 – PROJECT BUDGET SUMMARY

**U.S. Department of Transportation
Federal Aviation Administration
FAA Central Region**

PRELIMINARY PROJECT COST ESTIMATE SUMMARY
Abilene Municipal Airport

PROJECT ITEMS	Total Costs	Ineligible	AIP Eligible
ADMINISTRATION:			
1. Newspaper Ad	\$ 1,000.00	\$	\$ 1,000.00
2. Shipping and Mailing	\$ 0.00	\$	\$ 0.00
3. Independent Estimates	\$ 0.00	\$	\$ 0.00
4. Legal Expenses	\$ 0.00	\$	\$ 0.00
5. Approved Misc.Expenses	\$ 500.00	\$	\$ 500.00
ENGINEERING			
1. Design Phase	\$ 0.00	\$	\$ 0.00
2. Geotech	\$ 0.00	\$	\$ 0.00
3. Bidding	\$ 0.00	\$	\$ 0.00
4. Construction	\$ 70,000.00	\$ 6,666.67	\$ 63,333.33
5. Close Out	\$ 10,000.00	\$	\$ 10,000.00
FORCE ACCOUNT <i>(Prior FAA Approval Required)</i>			
1. Design	\$ 0.00	\$	\$ 0.00
2. Construction Observation	\$ 0.00	\$	\$ 0.00
3. Construction Development	\$ 2,000.00	\$	\$ 2,000.00
CONSTRUCTION			
Contractor			
1. Base Bid Construction Costs	\$ 318,180.00	\$	\$ 318,180.00
2. Alternate Bid Construction Costs	\$ 65,815.00	\$ 65,815.00	\$ 0.00
3. Change Orders	\$ 0.00	\$	\$ 0.00
4. Final Quantity Adjustment	\$ 0.00	\$	\$ 0.00
5. Liquidated Damages	\$ 0.00	\$	\$ 0.00
FAA FLIGHT CHECK			
1. Flight Check	\$ 0.00	\$	\$ 0.00
2. Correspondence	\$ 0.00	\$	\$ 0.00
TOTALS	\$ 467,495.00	\$ 72,481.67	\$ 395,013.33
AIP FEDERAL SHARE 90 %			\$ 355,512.00
FINAL FEDERAL SHARE <i>(Round down to Nearest Whole Dollar)</i>			\$ 355,512.00
SPONSOR SHARE 10%			\$ 111,983.00

This form shows typical information required of a final project cost summary. Sponsors and Consultants may modify this form as necessary to better reflect the specific project costs.



CITY OF ABILENE

Eisenhower Municipal Building
419 N. Broadway - PO Box 519
Abilene, KS 67410

Voice: (785) 263-2550
Fax: (785) 263-2552
www.AbileneCityHall.com

April 24, 2024

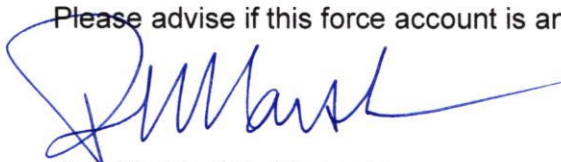
Todd Rastorfer, P.E.
Federal Aviation Administration
901 Locust Street
Kansas City, MO 64016

Subject: Abilene Municipal Airport
AIP Project No. 3-20-0001-019
Force Account

The city of Abilene requests the use of force account work to purchase a culvert, which will be installed under Johns Avenue to maintain drainage as part of this tree removal and grading project. Per the AIP Handbook Table 3-33, below are the submittal requirements:

- a. Project Scope. The city plans to purchase a 12-inch RCP culvert (30 LF) and two flared end sections. The city will install the culvert at no charge to the project. The culvert is shown on Sheet 11 of the construction plan set.
- b. Justification. The primary benefit of this force account is cost savings. The project will not be charged for the installation costs and there will be no mark-up on the material costs.
- c. Detailed Cost Estimate. See attached.
- d. Sponsor's Resources. Johns Avenue is a gravel street that can be easily excavated and replaced by city staff. The city's public works staff is very experienced in road construction and has the equipment and availability to complete this work in a timely manner. The work will be completed in the fall of 2024 or winter 2025, following execution of the FAA grant. The city has sufficient funds to carry the costs prior to FAA reimbursement.
- e. Cost analysis. Based on recent KDOT bid prices, the cost to complete the culvert installation by a contractor would be:
 - Pipe \$100-\$200 per LF = \$3,000 to \$6,000
 - End Section \$1,000 each = \$2,000
 - Total \$5,000 to \$8,000

The city's proposed cost is \$1,700 which is considerably less than the estimated bid costs. Please advise if this force account is an eligible project cost.



Ron Marsh, City Manager

Project Budget Summary

Tree Clearing & Grading
(Based on Opinion of Probable Cost)
April 22, 2024

Abilene Municipal Airport
Abilene, Kansas

AIP Project No. 3-20-0001-017 / 019
Olsson Project No. 023-01278

Item	AIP-017	AIP-019	Local	Totals
Costs				
Construction				
Base Bid		\$286,362	\$31,818	\$318,180
Alternate Bid			\$65,815	\$65,815
Force Account				
Culvert Purchase		\$1,800	\$200	\$2,000
Engineering				
AGIS Survey	\$85,500		\$9,500	\$95,000
Design Phase	\$48,690		\$5,410	\$54,100
Bidding Phase	\$7,830		\$870	\$8,700
Construction Phase*		\$57,000	\$13,000	\$70,000
Closeout Phase		\$9,000	\$1,000	\$10,000
Administration		\$1,350	\$150	\$1,500
Totals	\$142,020	\$355,512	\$127,763	\$625,295

* Assumed 20% of construction base bid & 10% of alternate bid

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

TREE CLEARING & GRADING

**ABILENE MUNICIPAL AIRPORT
ABILENE, KANSAS**

AIP PROJECT No. 3-20-0001-017/019



olsson®

KANSAS CERTIFICATE OF AUTHORIZATION #: E-516

APRIL 2024

OLSSON PROJECT No. 023-01278

ABILENE MUNICIPAL AIRPORT

AIP PROJECT NO. 3-20-0001-017/019

OLSSON PROJECT NO. 023-01278

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Special Provisions.....	SP-1 : SP-14
Construction Safety and Phasing Plan (CSPP) Requirements	5 pages
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General Provisions

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Construction Specifications

Federal Aviation Administration (FAA) Advisory Circular 150/5370-10H Standards

C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
C-105 Mobilization
P-151 Clearing and Grubbing
P-152 Excavation, Subgrade, and Embankment
T-901 Seeding
T-905 Topsoiling
T-908 Mulching

Attachments

FAA Advisory Circulars

150/5370-2G Operational Safety on Airports During Construction

**INVITATION FOR BIDS
CITY OF ABILENE, KANSAS
ABILENE MUNICIPAL AIRPORT
AIP PROJECT NO. 3-20-0001-017/019**

Sealed bids will be received until 11:00 a.m. local time, on May 22, 2024, at City Hall, 419 North Broadway Ave., Abilene, KS 67410 and then publicly opened and read aloud, for furnishing all labor, materials and equipment and performing all work necessary to: clear and/or grub trees, grading, seeding. In general, this work will require the following approximate quantities:

Clearing and Grubbing (2.4 AC); Unclassified Excavation (1,930 CY); Embankment in Place (7,617 CY); Off-Site Topsoil (2,513 CY); Seeding; Mulching

Plans, specifications, and bid documents are on file and may be inspected at:

Olsson, 601 P Street, Suite 200, Lincoln, NE 68508

City of Abilene, 419 North Broadway Ave., Abilene, KS 67410

Quest CDN (see below)

To be qualified to Bid, a complete set of plans, specifications, contract documents and proposal form must be obtained from either: 1) www.questcdn.com for a fee of \$22 (nonrefundable). Once logged into the site, insert eBidDoc project number **9098401** (Abilene Municipal Airport, KS; Tree Clearing & Grading); or 2) Olsson at 402-474-6311 for a fee of \$70 (nonrefundable).

Questions regarding bids shall be directed to Diane Hofer, P.E., at 402.474.6311 or dhofer@olsson.com.

Contractors bidding need not be pre-qualified but shall be qualified to do the work.

This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The Airport Sponsor has established a contract participation goal of **0.00%** for small business concerns owned and controlled by certified disadvantaged business enterprises (DBE). The Owner's award of this contract is conditioned upon the bidder satisfying the good faith effort requirements of 49 CFR § 26.53.

General Civil Rights Provisions: In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice: The City of Abilene, Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Award of contract is also subject to the following federal provisions:

Executive Order 11246 and DOL Regulation 41 CFR PART 60 – Affirmative Action to Ensure Equal Employment Opportunity

TITLE 49 United States Code, Chapter 50101 – Buy American Preferences

DOL Regulation 29 CFR PART 5 – Davis Bacon Act

DOT Regulation 2 CFR PART 180 – Governmentwide Debarment and Suspension

DOL Regulation 29 CFR PART 201 – Federal Fair Labor Standards Act

DOT Regulation 49 CFR PART 20 – Lobbying and Influencing Federal Employees

EPA Regulation 40 CFR Part 247 and Section 6002 of the Solid Waste Disposal Act

TITLE 49 United States Code, Chapter 50104 & DOT Regulation 49 CFR PART 30 – Trade Restrictions

By: City of Abilene, Kansas

**NOTICE TO BIDDERS
CITY OF ABILENE, KANSAS
ABILENE MUNICIPAL AIRPORT
AIP PROJECT NO. 3-20-0001-017/019**

Sealed bids subject to the conditions and provisions presented herein will be received until 11:00 a.m. local time, May 22, 2024 at City Hall, 419 North Broadway Ave., Abilene, KS 67410 when they will be publicly opened and read aloud, for furnishing all labor, materials and equipment and performing all work necessary to: clear and/or grub trees, grading, seeding.

Plans, specifications, and bid documents are on file and may be inspected at:
Olsson, 601 P Street, Suite 200, Lincoln, NE 68508
City of Abilene, 419 North Broadway Ave, Abilene, KS 67410
Quest CDN (see below)

To be qualified to Bid, a complete set of plans, specifications, contract documents and proposal form must be obtained from either: 1) www.questcdn.com for a fee of \$22 (nonrefundable). Once logged into the site, insert eBidDoc project number **9098401** (Abilene Municipal Airport, KS; Tree Clearing & Grading); or 2) Olsson at 402-474-6311 for a fee of \$70 (nonrefundable).

Questions regarding bids shall be directed to Diane Hofer, P.E., at 402.474.6311 or dhofer@olsson.com.

Contractors bidding need not be pre-qualified but shall be qualified to do the work.

Prebid Conference / Site Inspection (GP 20-03)

Bidders may inspect the project site from the public right-of-way.

Contract Work Items: This project will involve the following work items and estimated quantities. Prospective bidders are advised that the quantities are approximate and are subject to change per Section 40 of the General Provisions.

Item No.	Spec.	Description	Estimated Quantity	Unit
Base Bid				
1	C-102	Temporary Seeding and Mulching	3.4	AC
2	C-102	Installation and Removal of Wattle Barrier	270	LF
3	C-105	Mobilization [N.T.E. 10%]	1	LS
4	P-151	Clearing and Grubbing	1.9	AC
5	P-152	Unclassified Excavation	1,930	CY
6	P-152	Embankment In-Place	6,056	CY
7	T-901	Seeding	3.4	AC
8	T-905	Off-Site Topsoil	2,065	CY
9	T-908	Mulching	3.4	AC
Alternate Bid #1				
101	C-102	Temporary Seeding and Mulching	0.5	AC
102	C-102	Installation and Removal of Wattle Barrier	20	LF
103	P-151	Clearing and Grubbing	0.5	AC
104	P-152	Embankment In-Place	1,561	CY

Item No.	Spec.	Description	Estimated Quantity	Unit
105	T-901	Seeding	0.5	AC
106	T-905	Off-Site Topsoil	448	CY
107	T-908	Mulching	0.5	AC

Contract Time and Start Date

The owner has established a contract performance period as shown below beginning on the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe(s). This project is subject to liquidated damages as prescribed in the Special Provisions.

Contract Performance Period(s)
Overall Project: 30 Calendar Days

The Construction shall begin in the fall/winter of 2024, subject to receipt of an FAA grant. The date of the Notice to Proceed shall take into consideration material delivery schedules and the contractor's other commitments, while meeting the Owner's needs and ensuring that clearing and grubbing is completed by March 31, 2025. **Tree removal and trimming is allowed only from November 1, 2024 to March 31, 2025.**

Prior to issuance of the Notice to Proceed, compliance with these specifications for submittals of mix designs, shop drawings, schedule, and Safety Plan Compliance Document (SPCD), etc. and participation in a preconstruction conference is required.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by cashier's check, a certified check on a solvent bank or a bid bond made payable to the city of Abilene, Kansas.

Bonding Requirements

The successful bidder will be required to furnish separate performance and payment bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Bidder Qualifications (GP 20-02)

Bidders need not be pre-qualified but shall be qualified to do the work. If requested by the Owner or Engineer, a Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work, as described in the Instructions to Bidders. If requested, a Bidder shall submit the required information no later than 5 days from the date of the request. Such request may be made either before or after the bid opening.

Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner if requested.

Award of Contract

Bids may be held by the Owner for a period not to exceed **90 days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Federal Provisions

This project is subject to the following federal provisions, statutes, and regulations:

Disadvantaged Business Enterprise (49 CFR Part 26)

This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The Airport Sponsor has established a contract participation goal of

0.00% for small business concerns owned and controlled by certified disadvantaged business enterprises (DBE). The Owner's award of this contract is conditioned upon the bidder satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder must submit the following information on the dates prescribed in the Proposal Form and on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

If unable to meet the DBE goal, the apparent low bidder shall submit evidence of good faith efforts undertaken by the bidder, as described in Appendix A to 49 CFR Part 26, within 2 working days of the bid opening.

Good Faith Efforts (DBE)

Bidders must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the Bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Actions constituting evidence of good faith efforts are described in appendix A to 49 CFR Part 26. Such actions include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity

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.

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

Timetables:

Goals for minority participation for each trade: 1.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of 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 60-4.3(a) and its efforts to meet the goals. 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. Compliance with the goals will be measured against the total work hours performed.

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

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Dickinson County, Abilene, Kansas.

Buy American Preference

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice

The City of Abilene, Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Davis-Bacon Act (29 CFR Part 5)

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment and Suspension

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

Federal Provisions Continued

Award of contract is also subject to the following federal provisions:

DOT Regulation 49 CFR PART 20 – Lobbying and Influencing Federal Employees

EPA Regulation 40 CFR Part 247 and Section 6002 of the Solid Waste Disposal Act –
Procurement of Recovered Materials

Submittal of Proposals

Additional information for submittal of a proposal is provided in the Instructions to Bidders (GP 20-11). Envelopes containing bids must be sealed and addressed to:

City of Abilene
419 North Broadway Ave.
Abilene, KS 67410

Envelopes containing bids must be sealed and marked on the outside of the package:

- 1) Bidder's Name and Address
- 2) AIP Project No. 3-20-0001-017/019
- 3) Proposal Due Date

INSTRUCTIONS TO BIDDERS

CITY OF ABILENE, KANSAS ABILENE MUNICIPAL AIRPORT AIP PROJECT NO. 3-20-0001-017/019

Bid Documents/Project Manual

The bid documents are comprised of the following: Invitation for Bids, Notice to Bidders, Instructions to Bidders, Proposal form with attachments, Contract, Performance Bond, Payment Bond, Special Provisions, Construction Safety and Phasing Plan (CSPP) Requirements, Supplementary Provisions, Davis Bacon Wage Rates, General Provisions, Construction and Technical Specifications, Project Drawings and Plans, Attachments, any authorized addenda issued by the Owner, and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the successful Bidder.

Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.

Advertisement (Notice to Bidders) (GP 20-01).

Bid opening information (location, date, time, procurement of plans and specification, etc.) is described in the Notice to Bidders.

Bidder Qualifications (GP 20-02).

Bidder qualifications requirements are stated in the Notice to Bidders.

Contents of Proposal Forms (GP 20-03).

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 provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 Irregular proposals of the Instructions to Bidders.

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

conference requirements, location, date, and time are described in the Notice to Bidders. If a prebid conference is held, the discussion will include as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements.

Issuance of proposal forms (GP 20-04).

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.

Interpretation of Estimated Proposal Quantities (GP 20-05).

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 General Provisions Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

Examination of Plans, Specifications, and Site (GP 20-06).

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.

Preparation of Proposal (GP 20-07).

The Bidder shall submit their proposal on the forms furnished by the Owner's representative. Proposal forms not obtained from www.questcdn.com or the Olsson office listed as the provider in the Notice to Bidders will be rejected. The proposal forms will be provided with the procurement of a complete set of the plans, specifications, and contract documents.

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 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. If the Bidder elects not to submit a bid on one of the Schedules, the Bidder shall write "No Bid" on that Schedule.

The Bidder shall complete the proposal, sign, and date 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.

The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the Bidder. No faxed or emailed proposals will be accepted.

Bids must be accompanied by all data, forms, and pages contained in the Proposal Section of these documents. The Proposal Section is bound separately and only the Proposal Section is required for the submittal of a bid.

Responsive and Responsible Bidder (GP 20-08).

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.

Irregular Proposals (GP 20-09).

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 Owner's representative, 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 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 bid guarantee specified herein.
- 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, informalities, or irregularities, 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.

Bid Guarantee (GP 20-10).

Each separate proposal shall be accompanied by a bid bond or certified check, in the amount of five percent (5%) of the total amount of the bid. Such bond or check shall be made payable to the Owner. A separate bid guaranty is required for each schedule.

The bid guarantee shall be given as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

Delivery of Proposal (GP 20-11).

Each proposal submitted shall be placed in a sealed envelope plainly marked as described in the Notice to Bidders. 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.

Withdrawal or Revision of Proposals (GP 20-12).

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 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.

Public Opening of Proposals (GP 20-13).

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 request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

Disqualification of Bidders (GP 20-14).

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.

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner. Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal
- Submittal of more than one proposal from the same partnership, firm, or corporation
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids
- Failure by Bidder to furnish satisfactory bid guarantee
- Failure by Bidder to provide all information required of the bid forms
- Failure by Bidder to comply with the requirements of bid instructions
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms
- Failure by the Bidder to certify how it intends to meet Buy America requirements (Buy America Certification)
- Determination by the Owner that the Bidder is not qualified to accomplish the project work
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal
- Discovery of any alteration, interlineations, or erasure of any project requirement by the Bidder
- Determination that the Bidder has been suspended, exclude, debarred by any federal department or agency from participating in federally-assisted projects
- Evidence of collusion among Bidders

Discrepancies and Omissions (GP 20-15).

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 two 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.

Modifications to Project Documents

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official

plan holders. Each Bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Consideration of Proposals (GP 30-01).

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.

Where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will 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 paragraph GP 20-09, Irregular Proposals.
- b. If the Bidder is disqualified for any of the reasons specified in paragraph GP 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, informalities, or irregularities, 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.

Award of Contract (GP 30-02).

The award of a contract, if it is to be awarded, shall be made within **90 calendar days** of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder that submits the lowest aggregate sum, responsive proposal, conditioned upon satisfying the requirements established by the Owner to evaluate efforts of the Bidder to meet the Disadvantaged Business Enterprise participation contract goals and whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

The Notice of Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

The Owner intends to seek federal participation assistance for this project. The award of the contract is conditioned upon the federal agency concurring in the award of contract and the owner securing federal assistance. The issuance of the Notice of Award will not be made until the federal agency has concurred in award and federal funding is confirmed.

No award shall be made until the federal agency has reviewed the Owner's recommendation to make such award in accordance with 2 CFR 200.324.

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

Cancellation of Award (GP 30-03).

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 GP 30-07 Approval of Contract.

Return of Proposal Guaranty (GP 30-04).

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 GP 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 GP 30-05, Requirements of Contract Bonds.

Requirements of Contract Bonds (30-05).

The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms, or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment, or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner within fifteen (15) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located, and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Execution of Contract (GP 30-06).

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 certificate of insurance specified in the project manual, and the fully executed surety bond or bonds specified in paragraph GP 30-05, Requirements of Contract Bonds, of this section, within **15 calendar days** from the date mailed or otherwise delivered to the successful Bidder.

Failure to execute the contract agreement within the specified time frame may result in the contract being awarded to the next low Bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

Approval of Contract (GP 30-07).

Upon receipt of the contract, payment bond and performance bond that have been executed by the successful Bidder, and the certificate of insurance, 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.

Failure to Execute Contract (GP 30-08).

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.

ALL PAGES (1-19) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the bid documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.
- h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sum prescribed in the Notice to Bidders as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 0.00% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.

- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - 2. Has 50 or more employees.
 - 3. Is a prime contractor or first tier subcontractor.
 - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- l. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- m. The undersigned acknowledges that they project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.
- g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Prohibition of Segregated Facilities:** (41 CFR Part 60-1)
 - (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
 - (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, 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 that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
 - (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.
- c. **Trade Restriction Certification:** (49 CFR Part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

 - 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
 - 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
 - 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

d. Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

e. Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

g. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

h. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Abilene and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Abilene and the Engineer as an additional insured per the Special Provisions.
\$ _____

i. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

- ☐ The bidder/offeror is committed to a minimum of **0.00%** DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of **0.00%**, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

- j. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

- ☐ The applicant **represents that it is a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- ☐ The applicant **represents that it is not a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification Statement No. 2:

- ☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."
- ☐ The applicant **represents that it is not a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of _____;
2. Buy American Certification Form: Signature and company name required.
3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

The undersigned agrees to submit the following documents within 2 days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

4. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".
5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number ____ dated _____

Addendum Number ____ dated _____

Addendum Number ____ dated _____

Business: _____

By: _____
(Signature of Authorized Officer)

(Printed Name)

Address: _____

Title: _____

City, State, Zip _____

Federal ID No. _____

Phone _____

Email _____

Certification of Compliance with FAA Buy American Preference Construction Projects

(Title 49 U.S.C. Section 50101, BABA)

PROJECT NAME:	Tree Clearing & Grading
AIRPORT NAME:	Abilene Municipal Airport
AIP NUMBER:	3-20-0001-017/019

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101, BABA and other related Made In America Laws, U.S. statutes, guidance and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Bidders Firm Name

Title

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- ☐ **Section 50101(b)(3):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: _____

- ☐ **Section 50101(b)(4):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Signature

Date

Bidder's Firm Name

Title

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:
https://www.faa.gov/airports/aip/buy_american/
 - e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage:
https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.



Buy American Project/Product Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone:

Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total U.S. Material Content Cost:	Percentage:	%
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Total Non-U.S. Material Content Cost:	Percentage:	%
--	-------------	---

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

[illegible]

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

[illegible]

Page 4 of 5

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF
INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____ Date: _____

Name: _____

Title: _____

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

**UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.
(Please mark the appropriate box and if checking the second box, fill in the blank.)

- ☐ The bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of 0.00%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal			_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

TENTATIVE LIST OF SUBCONTRACTORS

(Complete the following list in conjunction with the Proposal)
(Final List of Subcontractors to be Completed With Execution of Contract)

AIP Project: 3-20-0001-017/019

Airport: Abilene Municipal Airport

Location: Abilene, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED _____ COMPANY _____

BY _____ DATE _____
(printed name)

CONTRACT AGREEMENT

ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS AIP PROJECT NO. 3-20-0001-017/019

THIS AGREEMENT, made as of the date noted herein, is **BY AND BETWEEN** the OWNER:

City of Abilene
419 North Broadway Avenue
Abilene, KS 67410

And the CONTRACTOR: *{Insert Contractor, Address, City/State/Zip Code}*

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the Abilene Municipal Airport generally described as AIP Project No. 3-20-0001-017/019, Bid Proposal Items No. _____, hereinafter referred to as the Project.

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

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Notice to Bidders, Instructions to Bidders, Proposal, all issued Addenda, Payment Bond, Performance Bond, General Provisions, Special Provisions, Supplementary Provisions, Wage Rate Determinations, Plans, Specifications, Insurance Certificates, Insurance Certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal \$ _____, subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work and to complete said work within the time specified in the Contract Documents.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum as specified in the Contract Documents for each day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY, or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies and acknowledges that the project is subject to FAA’s current Federal Provisions as provided in the Project Manual. The undersigned hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Olsson
601 P Street, Suite 200
Lincoln, NE 68508

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement on this _____ day of _____, _____.

OWNER

City of Abilene
419 North Broadway Avenue
Abilene, KS 67410

CONTRACTOR

By: _____
Signature

Title of Representative

By: _____
Signature

Title of Representative

LIST OF SUBCONTRACTORS
(To Be Completed With Execution of Contract)

AIP Project: 3-20-0001-017/019

Airport: Abilene Municipal Airport

Location: Abilene, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor to submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED _____ COMPANY _____

BY _____ DATE _____
(printed name)

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Abilene, 419 North Broadway Ave., Abilene, KS 67410, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: AIP Project No. 3-20-0001-017/019, Tree Clearing & Grading

Project Location: Abilene Municipal Airport, Abilene, Kansas

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, _____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PERFORMANCE BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Abilene, 419 North Broadway Ave., Abilene, KS 67410, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: AIP Project No. 3-20-0001-017/019, Tree Clearing & Grading

Project Location: Abilene Municipal Airport, Abilene, Kansas

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, _____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

CITY OF ABILENE, KANSAS ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS AIP PROJECT NO. 3-20-0001-017/019

1. Definitions. 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:

“Owner” shall mean the City of Abilene, Kansas, (the Sponsor), or its designated representative.

“Owner’s Representative”, “Engineer”, “Resident Project Representative” and “RPR” shall mean Olsson, Inc. or its designated representative.

2. Contract Time. The Contractor agrees to complete all work within the following time allowances. The Construction Phasing and Safety Program (CSPP) in the plans contains a schedule for each phase. Only the time allowances listed below are subject to in liquidated damages.

Time Allowance

Overall Project: 30 Calendar Days

Failure to comply with this time allowance will result in liquidated damages.

See General Provision 10-65 for a definition of Working Days. A working day will be counted when the Contractor or subcontractor are not prevented by weather, soil conditions or other conditions beyond their control from working on the current controlling operation, regardless of where the contractor or subcontractor performs work.

The following conditions are considered within the Contractor’s control: act or omission for which the Contractor, subcontractor, or supplier is responsible under the contract; plant failures; equipment failures; delivery delays; inefficient operations; personnel problems; material shortages; financial difficulties; or work on other project(s). The Contractor assumes the risk of delay associated with these matters.

In addition, if an observer is required, then a working day will be counted, regardless of the number of hours worked.

3. Liquidated Damages. Liquidated damages are intended to compensate the Owner for expenses incurred due to the Contractor’s failure to complete the work within the specified number of calendar days. Such amounts are not to be considered as penalties.

The Contractor agrees to pay the Owner the amount listed below for each calendar day beyond the number specified for completion of the contract. The Owner may deduct liquidated damages from any money due or coming due the Contractor.

Liquidated Damages per Calendar Day \$1,200

Liquidated damages will not be assessed for any days covered by an approved time extension. Deductions or payment of liquidated damages will not release the Contractor from further obligations and liabilities to complete the entire contract.

4. Working Hours. Construction operations shall be limited to one shift during daylight hours unless approved otherwise by the Owner.
5. Buy American Provisions. **The Contractor shall provide certifications or other evidence that all steel and manufactured products have been produced in the United States with all shop drawings and submittals**, unless a waiver is requested on the proposal form. If the Bidder requests a waiver, the Owner will submit any requested waiver by the apparent low bidder to the FAA for a determination of AIP eligibility. Bidders are hereby advised there is no implied or expressed guarantee that a requested waiver will be approved by the Owner or the Federal Aviation Administration.

Shop drawings and submittals will NOT be approved unless “Buy American” certifications are provided. It is the Contractor’s responsibility to provide these certifications.

See Supplementary Provisions for more information.

6. Contractor’s Quality Control Program. **Not Used.**
7. Contractor’s Work Schedule. The Contractor shall submit a complete work schedule to the Engineer for approval, including a list of subcontractors and the work that they will perform, at least 10 days prior to the start of work. See Section 80-03 of the General Provisions for further requirements.

The schedule shall reflect a minimum of interruptions to the normal airport activities and aircraft movements. To minimize interruptions, the Contractor shall schedule work to be done concurrently as much as possible. The schedule shall adhere to the phasing plan contained in the plans and/or contract documents, unless otherwise approved by the Engineer.

8. Mobilization. Mobilization shall include the posting of notices and all other work and operations that must be performed or costs incurred before beginning work at the project site.

Other incidental items that are not directly attributed to bid items may be included in Mobilization (e.g. bonds, insurance, and company management).

Contractor Staging Area, Construction Entrance, and Haul Roads: All materials, equipment, and personnel required to establish the contractor storage area(s), staging area(s) and haul roads, and to remove and restore these areas (including scarification 8-12 inches, seeding and mulching) are considered subsidiary to Item C-105 Mobilization.

Barricades, Field Office, Dumpster, and Restroom Facilities: All materials, equipment, personnel required for installing, maintaining, and removing these items are considered subsidiary to Specifications C-105 Mobilization and Olsson-101 Temporary Safety and Phasing Procedures.

Not included in Mobilization are expendable supplies such as fuel, lubricants, and spare parts. Also not included are the materials that become a part of permanent physical features constructed under the contract. Expenses of equipment (including its delivery and removal), supplies and labor to accomplish bid items should be accounted for in individual bid items.

No Mobilization will be approved for payment until the following items are completed:

- Posted notices listed in Section C-105-3

- Posted safety / phasing plan sheets
 - Submittal and approval of detailed work schedule
 - Submittals for the concrete mix design, aggregate gradation, soundness testing, and other required materials
 - Preparation of the construction staging area
 - All construction trailers delivered and functional
 - Installation of temporary construction traffic control items
 - Initial construction staking.
9. Operational Safety on During Construction. All Contractors' operations shall be conducted in accordance with the project safety/phasing plan, Construction Safety and Phasing Plan (CSPP), and the current version of Advisory Circular 150/5370-2. The CSPP in the contract documents contains the minimum requirements.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the owner for approval prior to the Notice to Proceed. The SPCD shall include the following general statement:

"I, *[insert name of contractor]*, have read the Construction Safety and Phasing Plan (CSPP) included in the specifications and plan set issued for bids, and will abide by it as written and with the following additions as noted."

Each of the 19 items listed in Section 2.4.2 of the AC (pages 2.4 to 2.6) shall be addressed in the SPCD. The SPCD should not duplicate information in the CSPP. If no supplemental information is necessary for a specific subject, then the SPCD should simply include the subject title and the statement "No supplementary information."

- a. Plan Sheet. In addition to the SPCD the Contractor shall submit a safety and phasing plan drawing, including but not be limited to, plan sheet(s) showing work area limits, access points, haul routes, equipment and material storage area(s), employee parking area(s), barricades and sign locations.
- b. Safety Requirements. The Contractor is responsible for complying with all safety requirements in the contract documents, in the Williams Staggers Occupational Safety and Health Act, and in the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America. The Contractor is responsible for its own safety and any review of its safety plan by the Engineer does not change this responsibility.
- c. Barricades, Signs, and Other Markings. The Contractor is responsible for complying with General Provision 70-08 and the safety plan.
- d. Costs. The costs of these and other items necessary for the Contractor's proper and safe operations on the airport will not be measured and paid for directly, but shall be considered subsidiary to the work.
- e. Subcontractors. The Contractor is responsible for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.
- f. No deviation or modifications may be made to the approved safety plan or SPCD unless approved in writing by the Owner or Engineer.

10. Contractor's Operations on the Airport. **Not Used.**

11. Haul Roads, Access Points and Storage. The Contractor shall access the project only via the access points and haul routes shown on the plans, unless otherwise authorized by the Owner. Equipment may be parked and material stored only in locations shown on the plans or approved by the Engineer.

The haul roads and storage areas shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times, including the application of water as directed by the Engineer to minimize dust in the AOA.

All areas used for haul routes, access, storage and parking shall be restored to their original condition by the Contractor, including seeding, at no expense to the Owner. The performance of any work related to haul roads, access, storage or parking shall not be measured and paid for directly, but shall be considered subsidiary to the work.

12. Airport Security. During the course of the construction operations, the Contractor shall secure all access points and gates when not in use.

13. Existing Underground Utilities. The Contractor is responsible to locate and avoid all on-site utilities prior to construction activities and to prevent unscheduled interruptions of utility services. The Contractor shall contact the appropriate utility locator service(s). The Contractor shall attempt to locate each property owner's underground utilities prior to construction.

Damage to underground utilities through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Owner. Any splicing or replacing of damaged cable shall meet current FAA specifications.

14. Contractor's Temporary Utilities: Any utilities required by the Contractor for the prosecution of the work shall be paid for by said Contractor.

15. Engineer's Field Office. **Not Used.**

16. Costs of Testing. In general, acceptance testing (as defined in the specifications and exclusive of any retesting) will be paid for by the Owner. Any retesting necessitated by noncompliance with the specification requirements may result in an amount, equal to the cost of retesting, being deducted and retained from subsequent estimates due the Contractor, at the discretion of the Engineer. In general, preparation of mix designs and quality control testing will be the responsibility of the Contractor. See each specific specification for identification of the Contractor's testing responsibilities.

17. Construction Surveying. The attention of all bidders is called to paragraph 50-07 of the General Provisions entitled "Construction Layout and Stakes". Any costs incurred by the Owner due to a Contractor requesting additional surveying may be deducted from the Contractors' Progress Estimates at the discretion of the Engineer.

18. Permits and Compliance with Laws. The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of his work, and/or required by local, state and federal regulations and laws. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State and Local laws, ordinances, rules, and regulations, and building and construction codes.

19. NPDES Permit (Storm Water Discharge). The Contractor shall prepare and execute the Kansas Department of Health and Environment (KDHE) Notice of Intent (NOI) form for Authorization to Discharge Stormwater Runoff from Construction Activities at least 14 days prior to starting work. The Form will be prepared by the Contractor. The Contractor and his Subcontractors shall comply with all terms and conditions of the NPDES authorization and/or permit.
20. Final Payment. On satisfactory final completion of all items in the contract in accordance with the approved plans and specifications, the Contractor shall furnish to the Owner a Final Statement of Completion.

The Contractor shall furnish to the Owner an executed copy of the Final DBE Confirmation form for all associated DBE contractor/subcontractor(s).

Upon receipt of the above Final Statement of Completion, and DBE documentation, and upon completion of the Project Closeout items listed in General Provision 90-11, the Contractor will be eligible to receive final payment for the contract, less previous progress payments.

Minor errors or omissions in the plans, proposal or specifications shall not relieve the Contractor from the fulfillment of the general intent of the contract to satisfactorily complete any item or items called for in the plans, specifications and proposal form.

21. Clean Up, Disposal and Salvage Items. All waste and removed material produced as a result of the Contractor's operations and not reused in the project or not designated as the Owner's property shall be cleaned up and disposed of off the Airport property by the Contractor at no expense to the Owner. Any salvage value that these items may have shall be reflected in the bid prices.
22. Guarantee: All work shall be guaranteed by the Contractor as described in General Provision 90-10 for one year from the date of final acceptance of the contract.
23. Sales Tax. Bidders shall **not** include sales tax in their bids. This project is exempt from sales tax and the Owner will furnish the Contractor with the appropriate Kansas Department of Revenue form for use in purchasing materials.
24. Measurement and Payment. Specifications that provide for separate direct payment for items except those listed in the proposal are void.
25. Definitions and Materials. All references to "inspection" and "inspector" shall be replaced with "observation" and "observer" respectively. The phrases "Special Provisions" and "Special Conditions" are interchangeable and are considered to be the same document. Reference in these plans and specifications to any material or method of construction by proprietary name, make, or catalog number is done to establish a standard of quality and not to limit competition. The Contractor may, at his option, use any other material, system, or method of construction which, in the judgment of the Engineer, expressed in writing, is equal to that named. To receive consideration for substitution, full information must be furnished to ensure that no redesign of the project will be necessary.
26. Insurance Specifications

GENERAL. Contractor shall purchase and maintain insurance to protect Contractor and Owner against all hazards herein enumerated throughout duration of contract. Said insurance shall be by an insurance company approved by the insurance commissioner of

Kansas and shall maintain a minimum rating from AM Best of A-VII. All policies shall be in the form and amounts and with companies satisfactory to Owner.

The Contractor shall either require each subcontractor or supplier to purchase and maintain equivalent insurance coverage, or shall insure the subcontractor or supplier in its own policy before permitting them on the project site.

INSURANCE REQUIREMENTS. Contractor shall purchase and maintain such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations under contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under workers' compensation, disability benefit, and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employee.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employee.
4. Claims for damages insured by usual personal injury liability coverage.
5. Claims for damages other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance, or use of any motor vehicle.
7. Wherever term "ISO" appears in these specifications, an equivalent form or better may be substituted.
8. Claims for bodily injury or property damage arising out of completed operations.
9. Claims involving contractual liability insurance applicable to the Contractor's obligations under this agreement.

LIMITS OF LIABILITY. Insurance required shall be written for not less than limits of liability specified or required by law, whichever is greater:

1. Workers' Compensation – Statutory. Employers' Liability Insurance with minimum limits shown below

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit
2. Commercial General Liability Insurance, which shall be no less comprehensive and no more restrictive than coverage provided by a standard form Commercial General Liability Policy (ISO CG0001) with minimum limits shown below covering bodily injury, property damage and personal injury.

General Aggregate Limit	\$2,000,000
Products Completed Operations Aggregate Limit	\$2,000,000

Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expenses Limit (any one person)	\$ 5,000

This insurance must include the following features:

- a. Coverage shall be on an occurrence form and not claims made.
 - b. Coverage for all premises and operations. Policy shall be endorsed to provide the aggregate per project endorsement.
 - c. Personal and advertising injury.
 - d. Operations by independent contractors.
 - e. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
 - f. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage)
 - g. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
 - h. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
 - i. Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period of two years after final acceptance and payment, unless modified in the Special Provisions.
 - j. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
 - k. Broad form blanket contractual liability to be included.
3. Automobile liability insurance, which shall be at least as broad as and no less restrictive than ISO form CA 0001, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted as it applies to managerial and supervisory employees. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
 4. Railroad protective liability, if required by Owner by special provision, or by an affected railroad, Contractor shall procure and maintain railroad protective liability insurance naming railroad as insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as railroad shall require. Original of said policy shall be furnished to railroad and a certified copy of said policy shall be furnished to Owner prior to any construction or entry upon railroad easement premises by Contractor.
 5. Umbrella/excess insurance: Limits of \$3,000,000 each occurrence and aggregate.

OTHER REQUIREMENTS.

1. Additional insured endorsements: except for Workers' Compensation and Auto Liability, insurance specified shall:
 - a. Name Owner and Engineer as an additional insured, including Completed Operations for two years, with respect to liability for bodily injury, property damage,

or personal & advertising injury caused in whole or in part by Contractor's acts or omissions or the acts or omissions of those acting on your behalf. If there is an additional charge for this additional insurance, the amount must be shown in the Proposal under "Certifications by Bidder", Item i.

- b. General Liability additional insured shall be primary.
 - c. Waiver of subrogation in favor of Owner and Engineer on auto liability, general liability, workers compensation, and umbrella/excess liability.
2. Certificate of Insurance: Contractor shall file with Owner and each additional insured, a Certificate of Insurance on the standard ACORD form (and other evidence of insurance requested by Owner or any other additional insured) as evidence of required coverages and limits. Such certificate shall state that the insurer shall endeavor to notify Owner thirty (30) days in advance of cancellation of insurance coverages.

CONTRACTOR'S INSURANCE FOR OTHER LOSSES

- 1. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by mechanics, any tools, machinery, equipment, or motor vehicles owned or rented by Contractor or Contractor's agents, subcontractors, suppliers of their employees, as well as to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges.
- 2. Contractor shall cause its insurance carrier providing physical damage insurance to Contractor, covering construction equipment, tools, temporary structures and supplies owned or used by Contractor, to provide a waiver of right of subrogation against Owner.

NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

- 1. Upon occurrence of any event, liability for which is herein assumed by Contractor, Contractor agrees to forthwith notify Owner in writing of such happening, which notice shall give details as to happening, cause as far as can be ascertained, estimate of loss or damage done, name of witnesses, if any, and stating amount of any claim.
- 2. In the event Owner has or obtains actual knowledge of any event, liability for which is herein assumed by Contractor, Owner agrees to notify Contractor of such event with a reasonable period of time after acquiring knowledge thereof; provided, however, that Owner shall have no duty to inspect project to obtain knowledge of such events, and provided further that Owner's failure to so notify Contractor shall not relieve Contractor of any liability or obligation which is herein assumed by Contractor.

WAIVER OF SUBROGATION. Contractor waives all rights of recovery against Owner and Engineer for all workers compensation and liability coverages provided as required by insurance requirements of this contract.

27. Disadvantaged Business Enterprise Requirements.

27-01 ELIGIBILITY OF DBE'S. Those firms currently certified as DBE's under the Kansas Statewide Certification Program (KSCP) are the only firms eligible to participate as DBE's on this contract and can be found on the KDOT website. The Owner has accepted the certification procedures of the Kansas Statewide Certification Program, which has been approved by the U.S. Department of Transportation as the Unified Certification Program (UPC) within Kansas. Firms certified by other States or by other Agencies must be certified by the KSCP before acceptance by the Owner. Each bidder should be aware of the requirement in selecting DBE's.

27-02 COUNTING DBE PARTICIPATION TOWARDS DBE GOALS. DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Utilization Statement (Participation Form) and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

- a. Commercially Useful Function.** The Sponsor shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.
- b. Materials and Supplies.** The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:

 - (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.
 - (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.
 - (3) No credit will be given toward the DBE goal if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.
 - (4) No credit toward the DBE goal will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.
- c. Owner-Operator Trucking.** The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator: their social security number; driver's license number;

vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

- d. **Joint Venture.** When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

- (1) Contract responsibility of the DBE for specific contract items of work;
- (2) Capital participation by the DBE;
- (3) Specific equipment to be provided by the DBE;
- (4) Specific responsibilities of the DBE regarding control of the joint venture;
- (5) Specific workers and skills to be provided by the DBE; and
- (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

27-03 AWARD DOCUMENTATION AND PROCEDURE. All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid nonresponsive.

- a. **DBE Participation Form.** The apparent successful bidder must submit with the bid or within two (2) working days of the bid opening the following information on the proposed DBE Participation Form attached to the Bid. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non-responsive and will not be considered. The information furnished shall consist of:

- (1) The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;
- (2) A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;
- (3) The dollar value of each of the DBE work items; and
- (4) If the DBE goal is not met, a statement of why the goal could not be met and a demonstration of the good faith efforts taken to meet the DBE goal.

- b. **Sponsor Evaluation.** In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after

bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

- c. **Good Faith Efforts.** If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:
- (1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.
 - (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.
 - (3) Efforts to negotiate with DBE's for specific items of work including:
 - (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
 - (b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
 - (c) Individual statements as to why agreements with DBE's were not reached; and
 - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
 - (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
 - (5) Documentation that qualified DBE's are not available or not interested.
 - (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.
 - (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.
- d. **The demonstration of good faith efforts** by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project.

The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
- (2) A reasonable DBE bid was rejected based on price.
- (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
- (4) Union versus non-union status of the DBE firm.
- (5) The prime contractor would normally perform all or most of the work included in this contract.
- (6) The prime contractor solicited DBE participation by mail only.

27-04 POST AWARD COMPLIANCE. If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified at the subcontract price or quote, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation.

27-05 RECORDS AND REPORTS. The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

- a. **Record of DBE Participation.** The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.
- b. **Efforts to Utilize DBE Firms.** Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.

- c. Final DBE Certification.** Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.
- 27-06 FAA INSPECTION/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.

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

TREE CLEARING & GRADING

PREPARED FOR

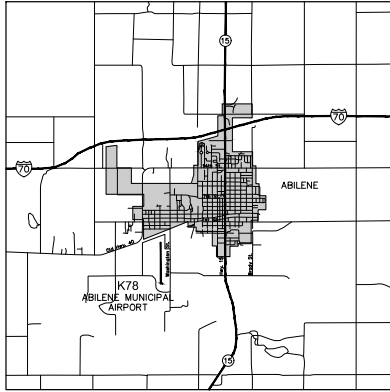
ABILENE MUNICIPAL AIRPORT (K78)

ABILENE, KANSAS

APRIL 2024

AIP PROJECT No. 3-20-0001-017/019

OLSSON PROJECT No. 023-01278



VICINITY MAP
NO SCALE

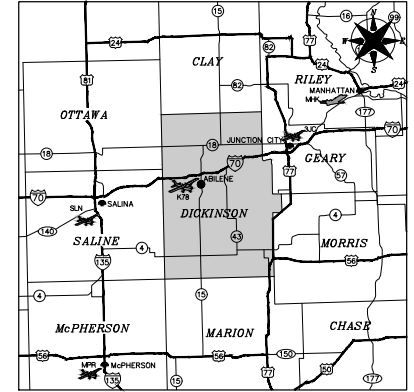
AIRPORT LOCATION:
801 SOUTH WASHINGTON STREET
ABILENE, KANSAS 67410

TREE CLEARING & GRADING

IMPROVEMENTS TO ABILENE MUNICIPAL AIRPORT (K78) ABILENE, KANSAS

AIP NO. 3-20-0001-017 / 019

APRIL 25, 2024
ISSUED FOR BID



LOCATION MAP
NO SCALE

PROJECT LOCATED IN:
DICKINSON COUNTY
SECTION 20, TOWNSHIP 13S, RANGE 2E
SECTION 29, TOWNSHIP 13S, RANGE 2E

SHEET INDEX	
SHEET NO.	SHEET NAME
1	COVER SHEET
2	PROJECT LAYOUT PLAN, LEGEND AND QUANTITIES
3	CONSTRUCTION SAFETY / PHASING PLAN - PHASE 1
4	TRAFFIC CONTROL PLAN AND DETAILS
5	CONSTRUCTION SAFETY / PHASING NOTES
6	CONSTRUCTION SAFETY / PHASING NOTES
7	REMOVAL SHEET - OVERALL
8	REMOVAL PLAN - TRACT J & K
9	REMOVAL PLAN - TRACT L, M & N
10	GRADING PLAN - TRACT K
11	GRADING PLAN - CITY RIGHT-OF-WAY
12	CULVERT PLAN AND PROFILE
13	EROSION CONTROL PLAN - TRACT J & K
14	EROSION CONTROL PLAN - TRACT L & M
15	EROSION CONTROL DETAILS

REV. NO.	DATE	DESCRIPTION	SHEET NUMBERS AFFECTED

NOTE:
1. REVISION CLOUD IDENTIFIES THE REVISION.
2. REVISIONS HAVE BEEN INCORPORATED INTO CONSTRUCTION SET. SEE REVISIONS TO SPECIFICATIONS.



CALL BEFORE
YOU DIG

SPONSOR - CITY OF ABILENE

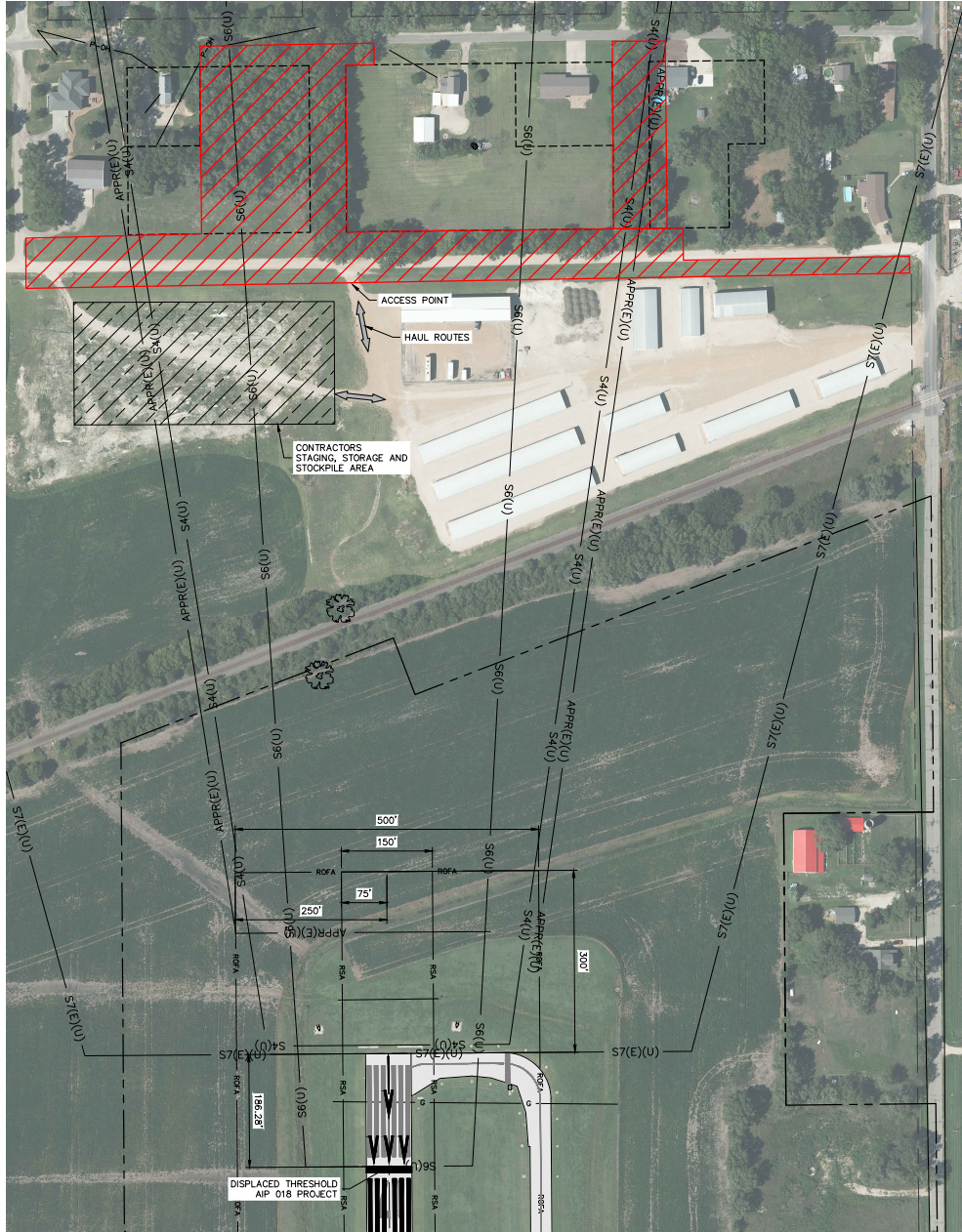
olsson

Olsson, Inc. - Civil Engineering
Kansas Certificate of Authority #E-516
601 P Street, Suite 200 P.O. Box 84608
Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

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DATE: Apr 24, 2024 9:35am



CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 1

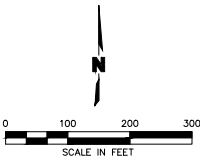
PHASING LEGEND	EXISTING	THIS PHASE
BUILDINGS		
OPEN AIRFIELD PAVEMENT		
PROJECT WORK AREA		
AIRPORT PROPERTY LINE		
AIRPORT EASEMENT LINE		
PAVED ROADS		
GRAVEL ROADS		
CONSTRUCTION AREA LIMITS (PHASE 1)		
HAUL ROUTE		

PHASE 1: REMOVE OR TRIM TREES WITHIN PRIVATE PROPERTIES AND CITY RIGHT-OF-WAY
REFER TO SHEETS 4 - 5 FOR SAFETY PLAN NOTES.

ESTIMATED TIME: 30 CALENDAR DAYS

THE FOLLOWING PHASING AND SEQUENCE OF WORK SHALL BE COMPLETED AS SHOWN, UNLESS APPROVED IN WRITING BY ENGINEER. AN UPDATED SCHEDULE AND SAFETY PLAN WILL BE REQUIRED PRIOR TO THE MODIFICATION.

1. NOTIFY THE AIRPORT OWNER AND PROPERTY OWNERS 7 DAYS PRIOR TO STARTING WORK.
2. AIRPORT OWNER TO ISSUE NOTAM. (EQUIPMENT / BOOM TRUCKS IN RUNWAY 17 APPROACH)
3. CONTRACTOR SHALL VERIFY NOTAM HAS BEEN ISSUED WITH RPR PRIOR TO COMMENCING WORK.
4. ACCESS POINTS, HAUL ROUTES AND STAGING AREA SHALL USED FOR THE DURATION OF THE PROJECT.
5. PRIOR TO THE START OF THE PHASE.
 - 5.1. AIRPORT OWNER SHALL MEET WITH PROPERTY OWNERS.
 - 5.2. COORDINATE STREET CLOSURES WITH CITY STAFF. REASONABLE CLOSURES ARE ACCEPTABLE.
 - 5.3. INSTALL BARRICADES ON STREETS, PER MUTCD STANDARDS.
 - 5.4. REFER TO SHEET 4 FOR TRAFFIC CONTROL PLAN AND DETAILS.
6. TREE REMOVAL AND TRIMMING IS ALLOWED ONLY FROM NOVEMBER 1, 2024 TO MARCH 31, 2025.
7. COMMENCE CONSTRUCTION ACTIVITIES WITHIN THE LIMITS OF THIS PHASE.
 - 7.1. CLEAR AND GRUB TREES ON PRIVATE PROPERTIES AND CITY R.O.W.
 - 7.2. GRADE PRIVATE PROPERTIES AND CITY R.O.W.
 - 7.3. CONSTRUCT DITCHES.
 - 7.4. IF WEATHER DOES NOT ALLOW FOR SEEDING IMMEDIATELY AFTER GRADING, THE WORK WILL BE TEMPORARILY SUSPENDED WITH THE ENGINEER'S AND OWNER'S APPROVAL.
 - 7.5. SEED AND MULCH PRIVATE PROPERTY AND CITY R.O.W.
8. UPON COMPLETION OF PHASE:
 - 8.1. ENSURE NOTAM HAS BEEN REMOVED BY THE AIRPORT.
 - 8.2. SEEDING AND MULCHING SHALL BE COMPLETED IMMEDIATELY AFTER CLEARING, GRUBBING AND GRADING AS SOON AS WEATHER ALLOWS.
 - 8.3. REMOVE ALL TREE AND OTHER DEBRIS.
 - 8.4. TREES MAY BE DISPOSED OF AT THE CITY'S PROPERTY LOCATED AT 1ST AND CHERRY STREET. THERE WILL BE NO CHARGE TO DISPOSE OF TREES AT THIS LOCATION.
 - 8.5. OTHER DEBRIS SHALL BE DISPOSED OF IN A LEGAL MANNER.



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Seal of the State of Nebraska
Professional Engineer
Dana Olson
No. 012524
Expiry 12-31-24

CONSTRUCTION SAFETY / PHASING PLAN - PHASE 1

TREE CLEARING & GRADING

ABILENE, KANSAS AIP NO. 3-20-0001-0171 / 019 2024

drawn by: JSD
checked by: JSD
approved by: JSD
GND: by: JSD
project no.: 023-21278
drawing no.: 04-25-2024

SHEET
3 of 15

DWG: F:\2023\01001-01500\023-01278\40-design\AutoCAD\final plans\Sheets\WP1\C_SAFD_02301278.dwg
DATE: Apr 24, 2024 9:35am
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TRAFFIC CONTROL PLAN



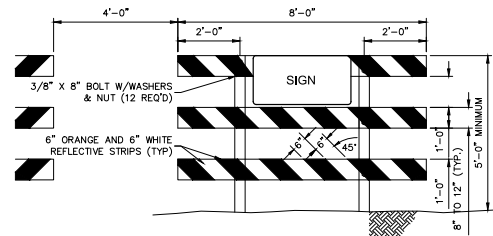
R11-4



R11-2

NOTES

1. INSTALL SIGNS PRIOR TO COMMENCEMENT OF SIGNIFICANT CONSTRUCTION WORK OR AS DIRECTED BY THE RPR.
2. SIGNS ARE SUBSIDIARY TO OLSSON-101 TEMPORARY SAFETY AND PHASING PROCEDURES.
3. ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM WITH THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



TYPE III BARRICADE

OLSSON-101 ROAD BARRICADE DETAIL
NO SCALE



REV	DATE	REVISIONS DESCRIPTION

REV	DATE	REVISIONS

TRAFFIC CONTROL PLAN AND DETAILS

TREE CLEARING & GRADING

ABILENE, KANSAS AIP NO. 3-20-0001-017 / 019 2024

drawn by: JSD
checked by: JSD
approved by: JSD
QA/QC by: JSD
project no.: 023-01278
drawing no.: 04-25-2024

SHEET
4 of 15

olsson

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CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

1. INTRODUCTION

FAA ADVISORY CIRCULAR 150/5370-20 HAS ESTABLISHED CRITERIA FOR DEVELOPMENT AND IMPLEMENTATION OF A CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) AT THE ABILENE MUNICIPAL AIRPORT. THIS CSPP WAS PREPARED BY OLSSON IN COORDINATION WITH THE AIRPORT. THIS CSPP WAS SUBMITTED TO THE FAA FOR REVIEW AND ANY COMMENTS ARE ADDRESSED IN THIS DOCUMENT. THE CSPP IS INCLUDED IN THE CONTRACT DOCUMENTS.

THE CONTRACTOR IS REQUIRED TO PREPARE A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) THAT DETAILS HOW THE CONTRACTOR WILL COMPLY WITH THE CSPP. THE SPCD SHALL BE SUBMITTED TO THE AIRPORT MANAGER AND ENGINEER FOR APPROVAL PRIOR TO ISSUANCE OF THE NOTICE-TO-PROCEED.

2. PROJECT DESCRIPTION

- THE WORK TO BE COMPLETED CONSISTS OF THE FOLLOWING:
- CLEAR AND GRUB TREES OFF AIRPORT PROPERTY.
 - GRADE AND SEED DITCHES OFF AIRPORT PROPERTY.

3. COORDINATION

A. PRECONSTRUCTION MEETING AND SAFETY TRAINING

- ATTENDANCE IS MANDATORY FOR THE AIRPORT MANAGER, GENERAL CONTRACTOR, MAJOR SUBCONTRACTORS AND ENGINEER TO DISCUSS PROJECT SCOPE AND SAFETY REQUIREMENTS. IF APPLICABLE, A TOUR OF THE PROJECT AREA WILL BE CONDUCTED TO IDENTIFY THE AREAS RESTRICTED FOR CONSTRUCTION TRAFFIC, STORAGE AND STAGING AREA. GROUND VEHICLE OPERATIONS TRAINING WILL NOT BE REQUIRED.

B. CONTRACTOR PROGRESS MEETINGS

- PROGRESS MEETINGS SHALL BE CONDUCTED. A MEETING SCHEDULE WILL BE AGREED UPON AT THE PRECONSTRUCTION MEETING. AT A MINIMUM OF ONCE PER MONTH OR AS NECESSARY FOR CONSTRUCTION OPERATIONS. PROGRESS MEETING SHALL BE ATTENDED BY AIRPORT SPONSOR, ENGINEER, GENERAL CONTRACTOR, AND ACTIVE SUBCONTRACTORS AND SHALL ADDRESS OPERATIONAL SAFETY, CONSTRUCTION PROGRESS, AND UPCOMING SCHEDULING. MEETING MINUTES SHALL BE DOCUMENTED AND AVAILABLE FOR REVIEW UPON REQUEST.

C. PERSONNEL ON SITE

- GENERAL CONTRACTOR SHALL DESIGNATE A PERSON WHO WILL BE THE SITE SUPERINTENDENT. THE SITE SUPERINTENDENT SHALL BE ON SITE WHENEVER ACTIVE CONSTRUCTION IS TAKING PLACE (GENERAL CONTRACTOR AND SUBCONTRACTOR WORK) AND FOR IMPLEMENTING AND ENFORCING THE CSPP.

D. SCOPE OR SCHEDULE CHANGES

- SCOPE OR SCHEDULE CHANGES SHALL BE SUBMITTED IN WRITING AND DISCUSSED AT THE PROGRESS MEETINGS. IMPLEMENTATION OF SCOPE OR SCHEDULE CHANGES MUST BE APPROVED IN WRITING BY AIRPORT SPONSOR. CHANGES IN THE SCOPE OR DURATION AT ANY OF THE PROJECT STAGES MAY REQUIRE REVISIONS TO THE CSPP AND APPROVAL BY THE AIRPORT OPERATOR AND THE FAA.

E. NAVAID FAA ATO COORDINATION

- NO FAA OWNED NAVAIDS, THEREFORE NO ATO COORDINATION IS REQUIRED FOR THIS PROJECT.

F. AIRPORT TENANT AND USERS

- NO AIRPORT IMPACTS FOR THIS PROJECT.

4. PHASING

THE CONSTRUCTION SEQUENCE WILL BE DIVIDED INTO ONE (1) PHASE.

PHASE 1 – CLEAR AND GRUB TREES WITHIN PRIVATE PROPERTIES AND CITY RIGHT-OF-WAY.

A. PHASE ELEMENTS

I. AREAS CLOSED TO AIRCRAFT OPERATIONS. REFER TO TABLE 1 AND CSPP DRAWINGS.

II. DURATION OF CLOSURES. REFER TO CSPP DRAWINGS FOR CALENDAR DATES.

III. TAXI ROUTES. REFER TO TABLE 1 IN SECTION 5 AND CSPP DRAWINGS.

IV. ARFF ACCESS ROUTES. ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT'S PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.

V. CONSTRUCTION STAGING AREAS. REFER TO CSPP DRAWINGS.

VI. CONSTRUCTION ACCESS AND HAUL ROUTES. THE CONTRACTOR SHALL ACCESS THE SITE VIA DESIGNATED HAUL ROUTES. REFER TO CSPP DRAWINGS FOR FURTHER DETAIL.

- RPR AND CONTRACTOR SHALL VIDEO DOCUMENT HAUL ROUTE/ROAD PAVEMENT CONDITIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION ACTIVITY.

VII. IMPACTS TO NAVAIDS. REFER TO TABLE 3 IN SECTION 6.

VIII. LIGHTING AND MARKING CHANGES. THE LIGHTING AND MARKING WILL NOT BE AFFECTED BY THIS PROJECT.

IX. AVAILABLE RUNWAY LENGTH. PROJECT WILL HAVE NO EFFECT ON USABLE RUNWAY LENGTHS. RUNWAYS WILL NOT BE CLOSED FOR THIS PROJECT.

X. REQUIRED HAZARD MARKING AND LIGHTING. NO PROFILE BARRICADES, LIGHTED RUNWAY CLOSURE MARKERS, AND TAXIWAY CLOSURE MARKERS ARE REQUIRED FOR THIS PROJECT.

XI. LEAD TIMES FOR REQUIRED NOTIFICATIONS.

START OF CONSTRUCTION: SEVEN (7) DAYS

CLOSURE OF ANY PORTION OF AOA: SEVEN (7) DAYS (NONE ANTICIPATED FOR THIS PROJECT).

5. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

A. OPERATIONAL IMPACT TABLE

- AIRPORT OPERATIONS IMPACTED AT THE ABILENE MUNICIPAL AIRPORT ARE SHOWN BELOW IN TABLE 1 FOR EACH PHASE OF WORK. IMPACTS WILL VARY BASED ON NORMAL OPERATIONS OF THE AREA, CONSTRUCTION PHASE, AND DURATION OF WORK. CONTRACTOR IS REQUIRED TO COORDINATE WITH THE AIRPORT AND ENGINEER AND/OR THE RESIDENT PROJECT REPRESENTATIVE (RPR) AS DETAILED IN SECTION 3 OF THIS DOCUMENT PRIOR TO EACH PHASE OF THE PROJECT.

TABLE 1 - AIRPORT OPERATIONS AFFECTED BY CONSTRUCTION

OPERATIONAL REQUIREMENT	NORMAL	PHASE 1
EXISTING RWY 17/35	B-I – OPEN	OPEN
CONNECTING TAXIWAYS	OPEN	OPEN
PARALLEL TAXIWAY	OPEN	OPEN
APRON	OPEN	OPEN

B. RUNWAY SAFETY AREAS (RSA) WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- CONTRACTOR SHALL NOT ENTER INTO RSA OF ANY ACTIVE RUNWAY.
- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.
- NO OPEN EXCAVATIONS WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- PRIOR TO RE-OPENING AREAS, CONTRACTOR SHALL ENSURE THAT GRADING AND SAFETY STANDARDS ARE MET.
- USE EROSION CONTROL MEASURES TO LIMIT RUTTING AND SURFACE VARIATIONS.

C. TAXIWAY SAFETY AREAS (TSA) WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.
- NO OPEN EXCAVATIONS WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- USE EROSION CONTROL MEASURES TO LIMIT RUTTING AND SURFACE VARIATIONS.
- PRIOR TO RE-OPENING AREAS, CONTRACTOR SHALL ENSURE THAT GRADING AND SAFETY STANDARDS ARE MET.

D. RUNWAY OBJECT FREE AREAS (ROFA) WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO PARKING OF IDLE EQUIPMENT WILL BE ALLOWED.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

E. TAXIWAY OBJECT FREE AREAS (TOFA) WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

F. RUNWAY OBJECT FREE ZONES (ROFZ) WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

TABLE 2 - SAFETY AREAS AND OBJECT FREE AREAS OF AIRFIELD PAVEMENT							
AIRFIELD PAVEMENT	APPROACH CATEGORY	AIRPLANE DESIGN GROUP	RSA, DISTANCE FROM CENTERLINE	TSA, DISTANCE FROM CENTERLINE	ROFA, DISTANCE FROM CENTERLINE	TOFA, DISTANCE FROM CENTERLINE	ROFZ, DISTANCE FROM CENTERLINE
EXISTING RUNWAY 17/35	B	I	120'	–	400'	–	200'
CONNECTING TAXIWAYS	–	–	–	24.5'	–	65.5'	–
PARALLEL TAXIWAY	–	–	–	24.5'	–	65.5'	–
APRON	–	–	–	24.5'	–	65.5'	–

G. ARFF ACCESS ROUTES

- AIRPORT HAS NO ESTABLISHED ARFF PROGRAM. HOWEVER, NO EXISTING FIRE AND RESCUE ROUTES WILL BE IMPACTED.

H. AIRPORT AND AIRLINE SUPPORT VEHICLES

- REFER TO CSPP DRAWINGS FOR OPEN PAVEMENT DURING EACH PHASE. VEHICLE ROUTES WILL BE ALLOWED IN ALL NON-WORK BOUNDARY AREAS.

I. UTILITY IMPACT TO ARFF

- AIRPORT HAS NO ESTABLISHED ARFF PROGRAM. HOWEVER, THERE WILL BE NO IMPACT TO EXISTING UTILITIES OR WATER SUPPLY FOR FIRE AND RESCUE OPERATIONS.

J. RUNWAY APPROACH PROTECTION AREA

- ACTIVE RUNWAY APPROACH AND DEPARTURE SURFACES MUST BE CLEAR OF ALL OBJECTS.
- REFER TO TABLE 2 AND CSPP DRAWINGS FOR MORE DETAIL.

H. IDENTIFICATION OF AFFECTED AREAS

- REFER TO CSPP DRAWINGS

I. MITIGATION OF EFFORTS

- REFER TO CSPP DRAWINGS.

6. NAVIGATIONAL AID (NAVAID) PROTECTION

A. EFFECTS OF CONSTRUCTION TO NAVAIDS

- CONSTRUCTION ACTIVITIES CAN HAVE NEGATIVE IMPACTS TO THE FUNCTIONALITY AND SERVICEABILITY OF NAVAIDS. THE CONTRACTOR MUST COORDINATE THEIR WORK EFFORT OR LIMIT THEIR OPERATIONS SO THAT NAVAIDS ARE NOT IMPACTED BEYOND WHAT IS PLANNED. REFER TO TABLE 3 FOR PLANNED NAVAID IMPACTS.
- CONTRACTOR WILL BE REQUIRED TO LIMIT OPERATIONS SO THAT MATERIAL, EQUIPMENT, AND PERSONNEL DO NOT ENTER NAVAID CRITICAL AREAS (AS SHOWN ON THE CSPP DRAWINGS) OR DISTURB POWER TO NAVAID FACILITIES WITHOUT PRIOR COORDINATION WITH AIRPORT MANAGER, ENGINEER AND FAA.

TABLE 3 - NAVAID FACILITY REQUIREMENTS			
FACILITY TYPE	OWNERSHIP	PHASE IMPACTED	IMPACT
BEACON	AIRPORT	NONE	–
PAPIs	AIRPORT	NONE	–
RELs	AIRPORT	NONE	–

B. COORDINATION OF NAVAID IMPACTS

- PLANNED NAVAID IMPACTS MUST BE ADDRESSED IN THE CONTRACTOR'S CONSTRUCTION SCHEDULE
- LOCAL NAVAIDS: SEVEN (7) DAYS NOTICE

C. PROTECTION OF NAVAID UTILITIES

- CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT NAVAID UTILITY LINES FOR THE DURATION OF THE PROJECT.

olsson

Engineering - Nebraska COA #CA-0538
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REVISIONS DESCRIPTION

DATE

REV. NO.

CONSTRUCTION SAFETY / PHASING NOTES

TREE CLEARING & GRADING

ABILENE, KANSAS AP NO. 3-20-0001-017 / 019 2024

drawn by: SDN
checked by: JTD
approved by: DJ
QA/QC by: SDN
project no.: 002-21278
drawing no.: 04-25-2024

SHEET
5 of 15

- ALL CONSTRUCTION TRAFFIC SHALL YIELD TO ANY VEHICLES USING THE STREETS.
- THE USE OF OPEN FLAME, WELDING OR TORCHES IS PROHIBITED UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THE AIRPORT OPERATOR HAS APPROVED THEIR USE.
- THE USE OF FLARE POTS WITHIN THE AOA (AIRPORT OPERATING AREA) IS PROHIBITED AT ANY TIME.
- THE USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000 FEET OF THE AIRPORT PROPERTY IS PROHIBITED.

[illegible]

SUPPLEMENTARY PROVISIONS

PART A - FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION AND EQUIPMENT CONTRACTS

APPLICATION OF REFERENCES

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “BIDDER”, AND “OFFEROR” SHALL PERTAIN TO THE PRIME CONTRACTOR. ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR” SHALL PERTAIN TO ANY AND ALL SUBCONTRACTORS UNDER CONTRACT WITH THE PRIME CONTRACTOR OR A SUBCONTRACTOR.

ALL REFERENCES MADE HEREIN TO “CONSULTANT” SHALL PERTAIN TO ARCHITECT/ENGINEER (A/E) UNDER CONTRACT WITH THE SPONSOR. ALL REFERENCES MADE HEREIN TO “SUBCONSULTANT” SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE PRIME CONTRACTOR AND/OR THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101
Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*
Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when

submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DOMESTIC PREFERENCES FOR PROCUREMENTS

Reference: 2 CFR § 200.322
2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

COPELAND “ANTI-KICKBACK” ACT

Reference: 2 CFR Part 200, Appendix II(D)
29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(D)
29 CFR Part 5
49 USC § 47112(b)
40 USC §§ 3141-3144, 3146, and 3147

1. Minimum Wages.

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

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

(ii) (A) thru (D)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and Basic Records.

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

(ii) (A) thru (D)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually

- identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further

payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices

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

(ii) Trainees

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

AFFIRMATIVE ACTION REQUIREMENT

Reference: 41 CFR Part 60-4
Executive Order 11246

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

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

Timetables:	Goal:
Goals for minority participation for each trade:	1.5%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of 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 60-4.3(a) and its efforts to meet the goals. 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. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is:

State	County	City
Kansas	Dickinson	Abilene

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR part 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 obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the 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 equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason 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 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;

by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- 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-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, 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 use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 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 part 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 numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, 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 that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

Reference: 2 CFR § 200.323
2 CFR Part 200, Appendix II(J)
40 CFR Part 247
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Cause (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

Termination for Cause (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with

the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

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

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees

further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

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

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

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

"General Decision Number: KS20240079 04/05/2024

Superseded General Decision Number: KS20230079

State: Kansas

Construction Type: Highway

County: Dickinson County in Kansas.

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	04/05/2024

ENGI0101-002 04/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill Rig Caissons).....	\$ 27.89	14.89

* IRON0010-007 04/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 38.00	33.56

* SUKS2019-018 05/09/2019

	Rates	Fringes
CARPENTER.....	\$ 14.94 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.24 **	0.00
ELECTRICIAN.....	\$ 26.72	4.22
FORM WORKER.....	\$ 15.33 **	1.20
IRONWORKER, REINFORCING.....	\$ 14.09 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.38 **	0.00
LABORER: Common or General.....	\$ 15.47 **	0.00
LABORER: Flagger.....	\$ 11.84 **	0.00
OPERATOR: Asphalt Plant.....	\$ 14.81 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.77	2.19
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 15.43 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.99 **	0.00
OPERATOR: Bulldozer.....	\$ 17.17 **	2.37
OPERATOR: Concrete Finishing Machine.....	\$ 21.11	0.00
OPERATOR: Concrete Saw.....	\$ 16.71 **	0.00
OPERATOR: Crane.....	\$ 20.22	7.66
OPERATOR: Distributor.....	\$ 15.55 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.82 **	1.95
OPERATOR: Loader.....	\$ 16.88 **	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 13.92 **	0.00
OPERATOR: Mechanic.....	\$ 20.51	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.82 **	0.00
OPERATOR: Roller.....\$ 14.21 **	0.00
OPERATOR: Scraper.....\$ 15.68 **	0.00
OPERATOR: Screed.....\$ 17.15 **	0.00
OPERATOR: Tractor.....\$ 16.24 **	0.00
OPERATOR: Roto Mill Groundman....\$ 15.35 **	0.00
OPERATOR: Roto Mill.....\$ 18.21	0.00
OPERATOR: Striping Machine.....\$ 19.93	4.49
SERVICEMAN: EQUIPMENT.....\$ 16.33 **	1.74
TRAFFIC CONTROL: Service Driver.....\$ 14.55 **	0.00
TRUCK DRIVER: Pickup Truck.....\$ 16.19 **	0.00
TRUCK DRIVER: Water Truck.....\$ 17.07 **	0.00
TRUCK DRIVER: Dump and Tandem....\$ 16.67 **	0.00
TRUCK DRIVER: Flatbed and Lowboy.....\$ 19.20	0.00
TRUCK DRIVER: Off Road Truck.....\$ 16.38 **	0.00

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

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

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

GENERAL PROVISIONS

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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.

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

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

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

Paragraph Number	Term	Definition
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 [listed in the Special Provisions].
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the 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.

Paragraph Number	Term	Definition
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.
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.

Paragraph Number	Term	Definition
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 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.

Paragraph Number	Term	Definition
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]

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

Section 30 Award and Execution of Contract

Not Used – See Notice to Bidders and Instructions to Bidders

Section 40 Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 40

Section 50 Control of Work

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

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

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

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

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

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

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

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

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

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

50-04 List of Special Provisions. [See separate section entitled “Special Provisions.” Special Provisions in that document are listed in order of precedence.]

50-05 Cooperation of Contractor. The Contractor shall be supplied with [up to 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): [Written 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.

END OF SECTION 50

Section 60 Control of Materials

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

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work.

Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

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

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

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

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

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

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. An Engineer/RPR field office is not required.

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

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

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The

Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

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

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

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

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) [**3-5**] 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 **they are** 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. [See Construction Safety and Phasing Plan (CSPP) and Plans].

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. [See Special Provisions].

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.

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

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

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

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

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

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

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

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

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

70-21 Insurance Requirements. [See Special Provisions]

END OF SECTION 70

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 [Upon Request] 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 Construction Safety and Phasing Plan (CSPP)]

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
See Special Provisions		

The maximum construction time allowed for Schedules [is specified in the Special Provisions and] will be the sum of the time allowed for individual schedules but not more than [as specified in the Special Provisions] 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.

END OF SECTION 80

Section 90 Measurement and Payment

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

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

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

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

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

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 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.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level

Term	Description
	capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

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

indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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

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

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

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

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

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

[a. From the total of the amount determined to be payable on a partial payment, [10] percent of such total amount will be deducted and retained by the Owner 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 [90] 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.

END OF SECTION 90

CONSTRUCTION SPECIFICATIONS

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) as indicated in the table below, suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

Cover Crop Seed and Seeding Dates	Minimum Purity (%)	Minimum Germination (%)	Approved Broadcast Application Rate	Approved Mechanical Drill Application Rate
Oats Jan. 1 to Aug. 31	80	80	96 lbs./ Acre	96 lbs./ Acre
Winter Wheat Sept. 1 to Dec. 31	80	80	120 lbs./ Acre	120 lbs./ Acre
Annual Ryegrass Urban Areas: Jan.1 to Dec. 31	80	80	50 lbs./ Acre	50 lbs./ Acre

102-2.2 Mulches. Not required for temporary seeding.

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.

Fertilizers shall be [18-46-0, 11-52-0 or 16-48-0] commercial fertilizer and shall be spread at the rate of [100 lbs./acre].

102-2.4 Slope drains. Not Used

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.

102-2.8 Wattle Barrier. Wattle Barrier shall be a 12-inch erosion control tube to be installed within drainage swales.

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 and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

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 **acre**.
- b. **Wattle barriers will be measured by 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 temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

- Item C-102-5.1a Temporary seeding and mulching - per acre
- Item C-102-5.1.b Installation and Removal of Wattle Barrier – 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 *Hazardous Wildlife Attractants on or Near Airports*AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

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

END OF ITEM C-102

Item C-105 Mobilization

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

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

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

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the 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

END OF ITEM C-105

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

Clearing and grubbing may only occur from November 1 to March 31 when the ground is dry or frozen to prevent rutting.

Clearing and grubbing outside of these dates will require a biological survey and may require an additional environmental permit at the expense of the Contractor.

a. Clearing Not Used.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Not Used.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be **the responsibility of the contractor**, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing and grubbing shall be disposed of **in a legal manner and off the landowner's properties**, except when otherwise directed by the RPR. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the **private property** limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. Not Used.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, **structures, fences**, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools,

etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation. **The areas shall be graded to drain as directed by the RPR or as shown on the plans.**

All disturbed areas shall be seeded and mulched in accordance Specification C-102, T-901, T-905, and T-908.

151-2.4 Access to and Restoration of Areas within Construction Limits. Access to some trees will be across private property. Removal and replacement of fences or other structures may be required to access some areas, and such removal and replacement shall be completed by the contractor as subsidiary to the appropriate bid item and at no additional cost to the owner.

The access routes and all adjacent areas impacted by construction shall be restored to their original condition, including all necessary grading, seeding and mulching. On the haul routes and in areas outside the construction limits, the contractor shall provide all fill material necessary and provide topsoil at least 6 inches thick and such restoration work shall be subsidiary to clearing and grubbing unless otherwise indicated on the plans.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing and grubbing as shown by the limits on the plans shall be the number of acres or fractions thereof of land specifically cleared and grubbed.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-4.1	Clearing and grubbing – per acre
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END OF ITEM P-151

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

b. Rock excavation. Not Used

c. Muck excavation. Not Used

d. Drainage excavation. Not Used

e. Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from **an off-site borrow source**.

152-1.3 Unsuitable excavation. Not Used

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of **offsite**.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within **0.1 foot** of the stated elevations for ground surfaces, or within **0.04 foot** for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least **two weeks** before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. Not Used

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the **private property**. The cost is incidental to this item. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. There are no borrow sources within the boundaries of the airport property. The Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. The Contractor shall notify the RPR at least **15** days prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Not Used

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. Not Used

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. Not Used

152-2.8 Formation of embankments. No embankment in place shall be started until the contractor has surveyed the fill area after tree removal and prior to the start of embankment. The contractor shall provide the survey results to the Engineer for calculation of final quantities.

The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on

surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

On all areas outside of the pavement areas, no compaction will be required on the top **6 inches** which shall be prepared for a seedbed in accordance with **Item T-901**.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the grade is to identify any weak areas in the grade and not for compaction of the subgrade. When requested by the RPR the grade area shall be proof rolled with a 10 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80 psi in the presence of the RPR. Apply a minimum of **two** coverage, or as specified by the RPR. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The grade in areas outside the limits of the pavement areas shall be compacted to a depth of **12 inches** and to a density of not less than **92 percent** of the maximum density as determined by **ASTM D698**. **Moisture content shall be as necessary to obtain density.**

Tests for compaction will be taken at a minimum of 10,000 S.Y.. All quality assurance testing shall be done by the RPR.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of grade. Finishing and protection of the grade is incidental to this item. Grading and compacting of the grade shall be performed so that it will drain readily. All low areas, holes or depressions in the grade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the grade from damage and limit hauling over the finished grade to only traffic essential for construction purposes.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. Not Used

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations, **where possible**. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located **as directed by the RPR**, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil salvaged from **on-site stripping or grading** shall be paid for as **unclassified excavation** under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.2 The quantity of embankment in place shall be the number of cubic yards (cubic meters) measured in its final position. **The contractor shall be responsible for surveying the fill area after tree removal and prior to the start of embankment. The contractor shall provide the survey results to the Engineer for calculation of final quantities.**

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For embankment in place, payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials **including off-site borrow**, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1 Unclassified Excavation - per cubic yard

Item P-152-4.2 Embankment in Place - per cubic yard

REFERENCES

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding and fertilizing the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application

Seed	Minimum Seed Purity (%)	Minimum Germination (%)	Approved Rate of Application in lbs. PLS /Acre *
K-31 Fescue	As Indicated on the plans		

All seed shall be origin of Kansas, adjoining states except Colorado, or as specified. A Contractor proposing to use a substitute variety or origin shall submit for the Engineer's consideration a seed tag representing the seed which shows the variety, origin and analysis of the seed.

Seeding shall be performed during the period between [March 15 to June 1] and [August 1 to September 15] inclusive, unless otherwise approved by the RPR.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 18-46-0, 11-52-0 or 16-48-0 commercial fertilizer and shall be spread at the rate of 200 lbs./acre, **Contractor runs soils test that determine otherwise.**

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in **this specification** ~~the special provisions~~, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the

tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb. / sq. inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units acre measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1 Seeding - per acre

REFERENCES

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

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Item T-905 Topsoil

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

Topsoil salvaged from on-site stripping or grading shall be paid for as unclassified excavation under Item P-152.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans .

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be

smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the **private properties**, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 Placing topsoil. The topsoil shall be evenly spread on the prepared areas to a uniform depth of **6 inches**, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall be **subsidiary to unclassified excavation**.

905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards of topsoil **obtained from the plan set. The off-site topsoil quantity is an established quantity and shall not be field measured.**

BASIS OF PAYMENT

905-5.2 Payment will be made at the contract unit price per cubic yard for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-905-5.2	Off-Site Topsoil - per cubic yard
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REFERENCES

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

ASTM International (ASTM)

ASTM C117	Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing
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Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports
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FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel
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END OF ITEM T-905

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Item T-908 Mulching

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Hay. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed. **Hay shall be dry cured native prairie hay, native grass hay from seed growing operations, or native grass hay from planted warm season grass strands. Brome hay is not allowed.**

b. Straw. Not Used

c. Hay mulch containing seed. Not Used

d. Manufactured mulch. Not Used

e. Asphalt binder. Not Used

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the **hay** mulch may be by hand methods, blower, other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches. Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch nor more than 2 inches.

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to

secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the “asphalt spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet, or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the “asphalt mix” method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in **acres** on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per **acre** for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1 Mulching – per acre

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 D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

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FAA ADVISORY CIRCULARS



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 12/13/2017

AC No: 150/5370-2G

Initiated By: AAS-100

Change:

1 **Purpose.**

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

2 **Cancellation.**

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

3 **Application.**

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

4 **Related Documents.**

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

5 **Principal Changes.**

The AC incorporates the following principal changes:

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

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

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

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

6 **Use of Metrics.**

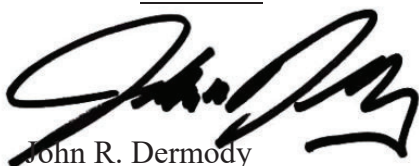
Throughout this AC, U.S. customary units are used followed with “soft” (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

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

8 **Feedback on this AC.**

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



John R. Dermody
Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

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

1.2 Plan for Safety.

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

1.2.1 Identify Affected Areas.

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

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

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

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

1.2.3 Allow for Temporary Changes to Operations.

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

1.2.4 Take Required Measures to Revise Operations.

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

1.2.5 Manage Safety Risk.

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

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

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

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

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

1.3.1 List Requirements.

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

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

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

1.3.3 Assume Responsibility for the CSPP.

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

1.4 **Who Is Responsible for Safety During Construction?**

1.4.1 Establish a Safety Culture.

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

1.4.2 Assess Airport Operator's Responsibilities.

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

- 1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects. (Note “FAA” refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

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

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

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

1.4.4 Define Tenant's Responsibilities.

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

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

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

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

2.2 Assume Responsibility.

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

2.3 Submit the CSPP.

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

2.3.1 Submit an Outline/Draft.

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

2.3.2 Submit a CSPP.

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

2.3.3 Submit an SPCD.

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

2.3.4 Submit CSPP Revisions.

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

2.4 **Meet CSPP Requirements.**

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

1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

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

b. Restrictions.

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

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including “night only” construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway “Aircraft Reference Code” usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor’s designated person by radio.

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

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

2.5 **Coordination.**

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

2.5.1 Progress Meetings.

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

2.5.2 Scope or Schedule Changes.

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

2.5.3 FAA ATO Coordination.

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

2.6 **Phasing.**

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

2.6.1 Phase Elements.

For each phase the CSPP should detail:

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

2.6.2 Construction Safety Drawings.

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

2.7 **Areas and Operations Affected by Construction Activity.**

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

2.7.1 Identification of Affected Areas.

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

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

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

2.7.1.1.1 Partially Closed Runways.

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

2.7.1.1.2 Displaced Thresholds.

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

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

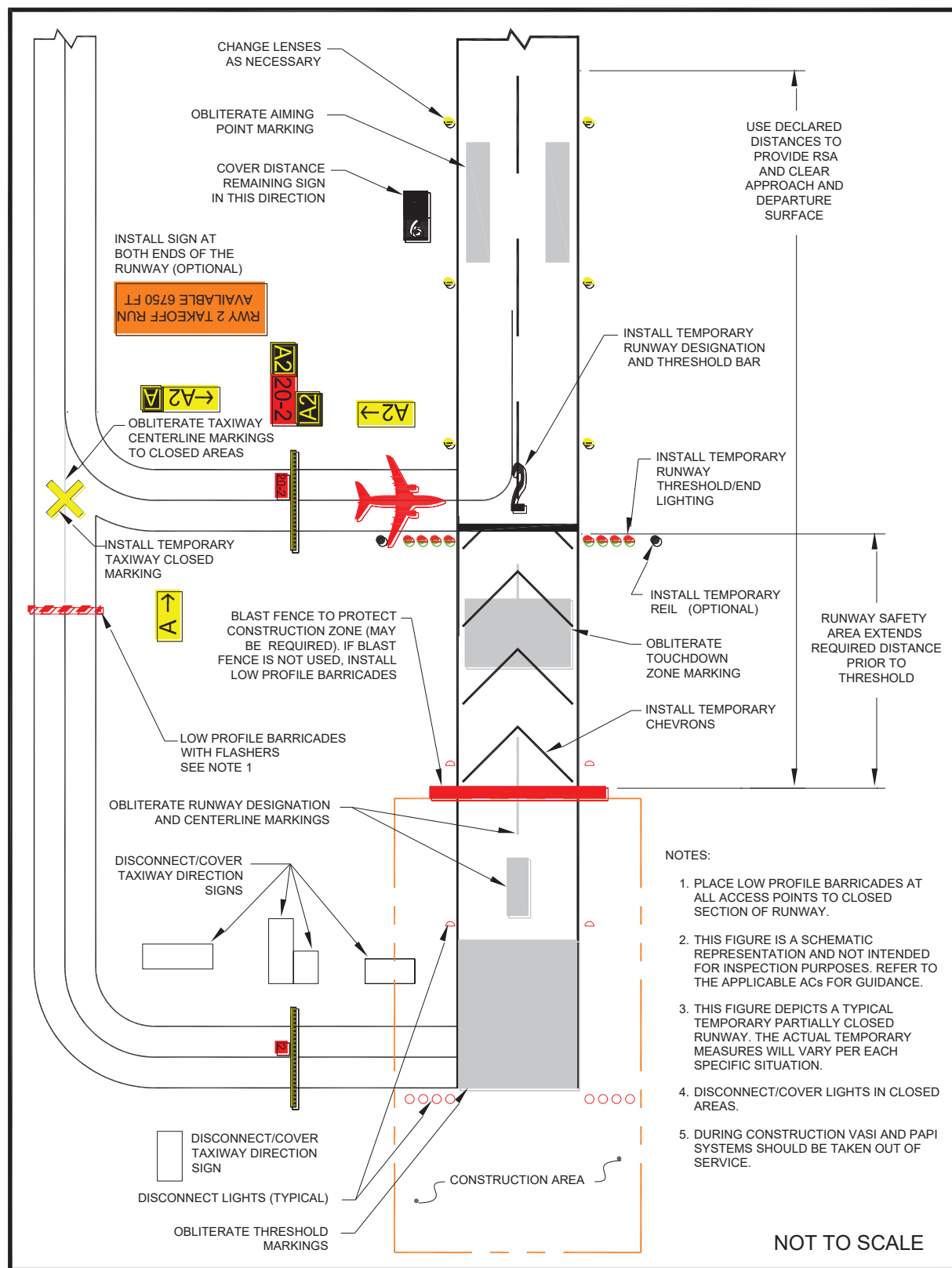
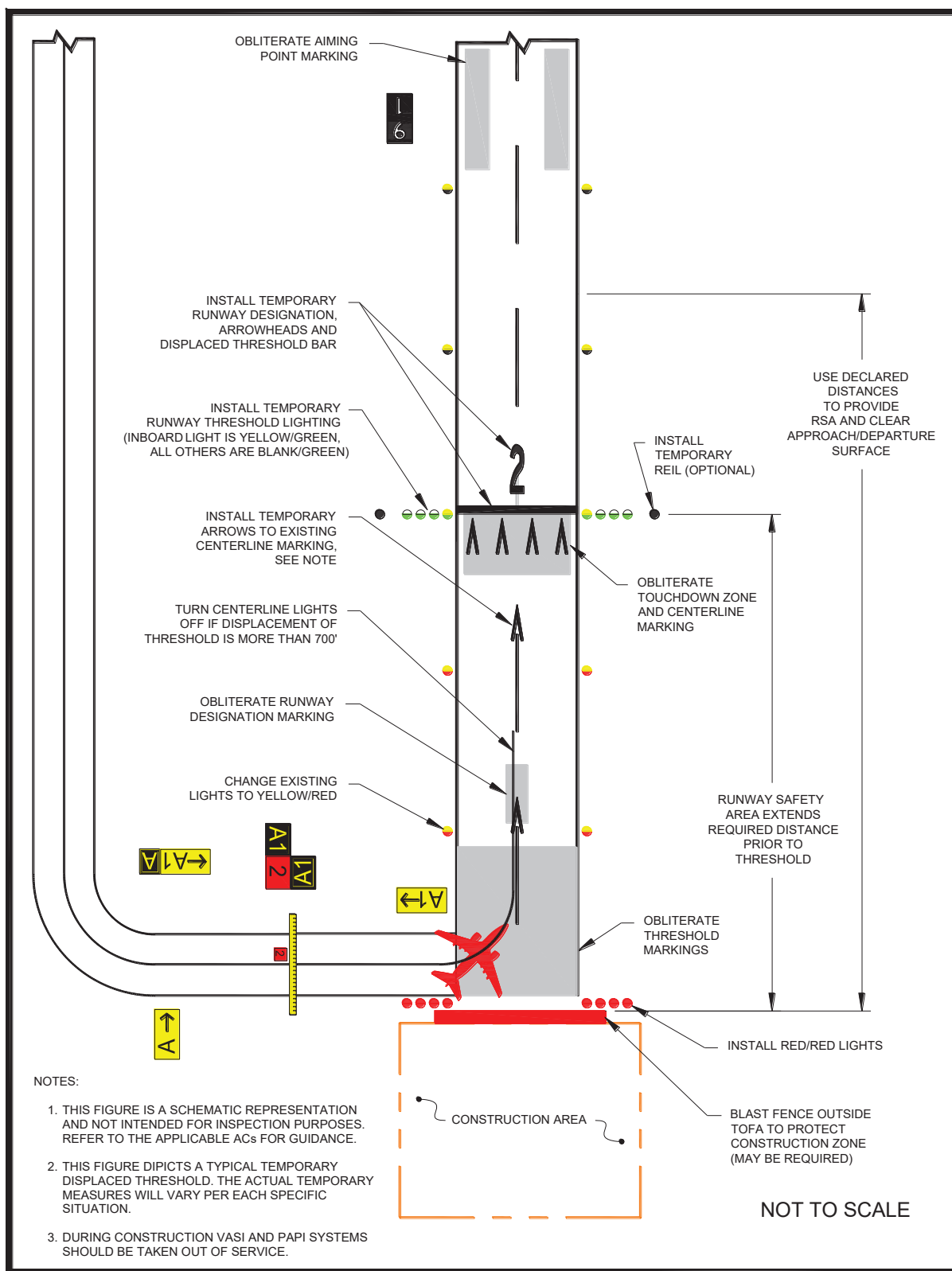
Figure 2-1. Temporary Partially Closed Runway

Figure 2-2. Temporary Displaced Threshold

Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

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

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

2.8 **Navigation Aid (NAVAID) Protection.**

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

2.9 **Contractor Access.**

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

2.9.1 Location of Stockpiled Construction Materials.

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

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

2.9.2 Vehicle and Pedestrian Operations.

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

2.9.2.1 **Construction Site Parking.**

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

2.9.2.2 **Construction Equipment Parking.**

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

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

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

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

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

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

 1. Airport operations
 2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and “shortened” runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

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

2.9.2.9.3 Frequencies to be Used.

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

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

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

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

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

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

2.10 **Wildlife Management.**

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

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

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

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

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

2.11 Foreign Object Debris (FOD) Management.

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

2.12 Hazardous Materials (HAZMAT) Management.

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

2.13 Notification of Construction Activities.

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

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

2.13.2 NOTAMs.

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

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

2.13.4 Coordination with ARFF.

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

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

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

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

2.13.5.2 **Part 157.**

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

2.13.5.3 **NAVAIDs.**

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

2.13.5.3.1 Airport Owned/FAA Maintained.

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

2.13.5.3.2 FAA Owned.

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

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

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

2.14.2 Interim Inspections.

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

2.14.3 Final Inspections.

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

2.15 Underground Utilities.

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

2.16 Penalties.

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

2.17 Special Conditions.

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 Runway and Taxiway Visual Aids.

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 Closed Runways and Taxiways.

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

Figure 2-3. Markings for a Temporarily Closed Runway

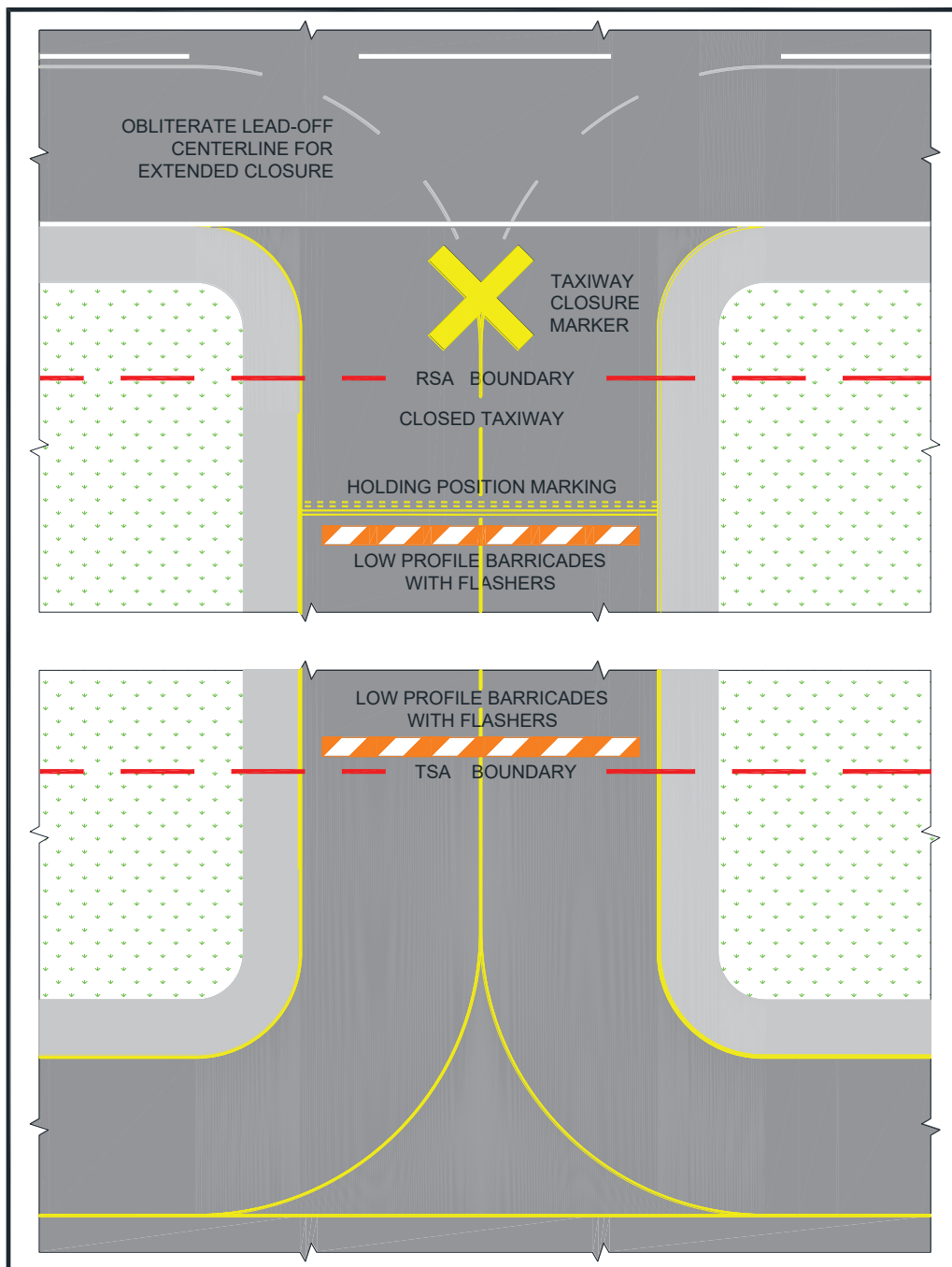


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see [AC 150/5340-1](#)). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-4](#).
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See [AC 150/5340-1](#). Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-2](#).

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 Airport Design, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

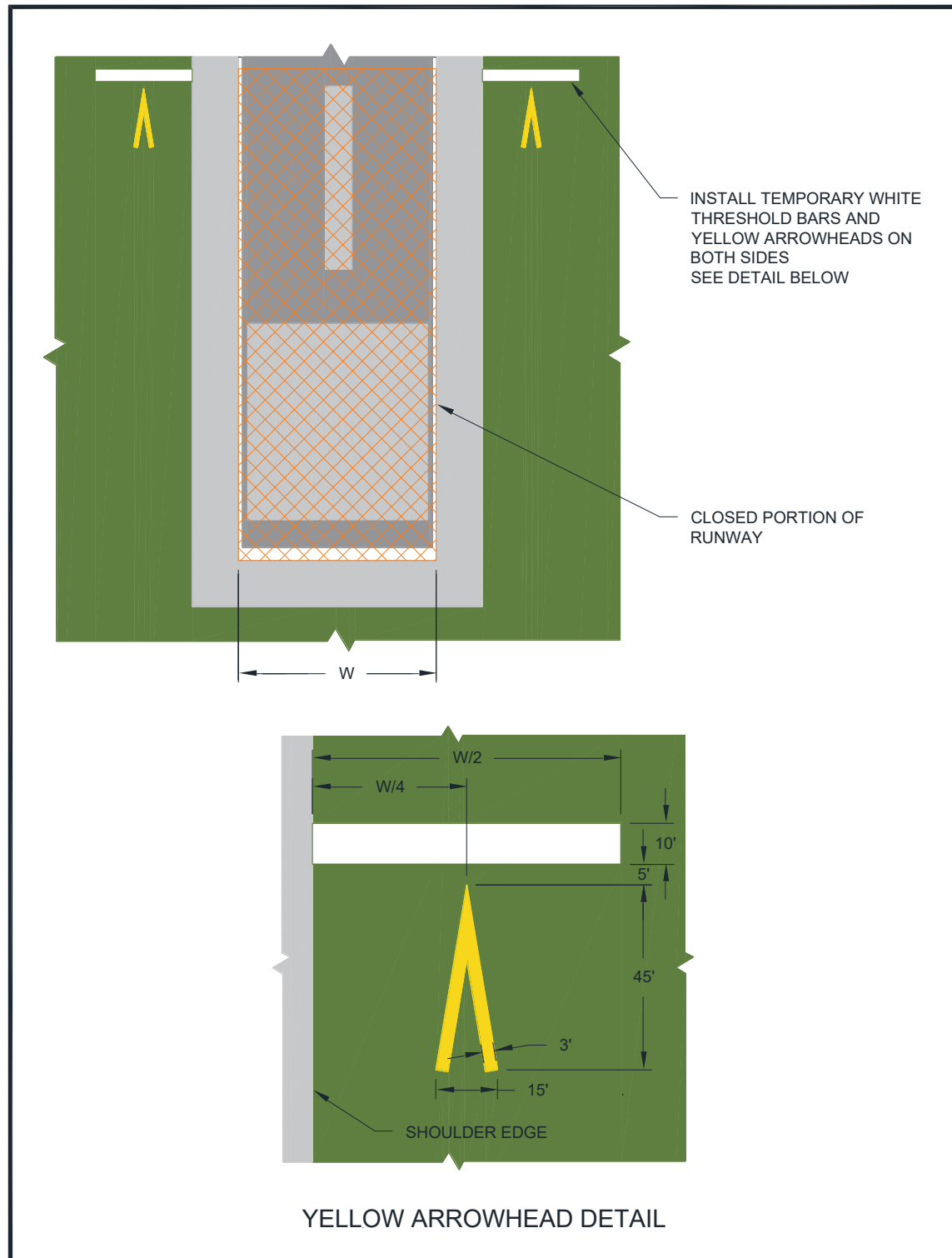
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, “temporary outboard white threshold bars and yellow arrowheads”, see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, “Runway and Taxiway Painting,” in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime**Figure 2-7. Lighted X at Night**

2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers*.

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.
- 2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems*.

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 Temporary Signs.

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot “information overload,” the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs*. Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs*, are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 Air Operations Area – General.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades**2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to [AC 150/5370-10](#) for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 Excavations.

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 Erosion Control.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
 - 2.22.4.3.1 Taxiing speed is limited to 10 mph.
 - 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
 - 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.
 - 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
 - 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

- 2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: “The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings.” All other applicable sections should include a reference to 2.4.2.11: “ILS cables shall be identified and protected as described in 2.4.2.11” or “See 2.4.2.11 for ILS cable identification and protection requirements.” Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent (“as-built”) features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 **Airport Security.**

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 Inspection Requirements.

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 Penalties.

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 Special Conditions.

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDS required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDS that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDS such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, *Standards for Airport Markings*; AC 150/5340-18, *Standards for Airport Sign Systems*; and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDS.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 Protection of Runway and Taxiway Safety Areas.

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional “box” within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 Other Limitations on Construction.

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

Table A-1. FAA Publications

Number	Title and Description
<u>AC 150/5200-28</u>	<i>Notices to Airmen (NOTAMs) for Airport Operators</i> Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	<i>Airport Field Condition Assessments and Winter Operations Safety</i> Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	<i>Hazardous Wildlife Attractants On or Near Airports</i> Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	<i>Painting, Marking, and Lighting of Vehicles Used on an Airport</i> Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i> Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	<i>Airport Design</i> FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
<u>AC 150/5210-24</u>	<i>Airport Foreign Object Debris (FOD) Management</i> Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
<u>AC 150/5320-15</u>	<i>Management of Airport Industrial Waste</i> Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
<u>AC 150/5340-1</u>	<i>Standards for Airport Markings</i> FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5340-18</u>	<i>Standards for Airport Sign Systems</i> FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5345-28</u>	<i>Precision Approach Path Indicator (PAPI) Systems</i> FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
<u>AC 150/5340-30</u>	<i>Design and Installation Details for Airport Visual Aids</i> Guidance and recommendations on the installation of airport visual aids.
<u>AC 150/5345-39</u>	<i>Specification for L-853, Runway and Taxiway Retroreflective Markers</i>
<u>AC 150/5345-44</u>	<i>Specification for Runway and Taxiway Signs</i> FAA specifications for unlighted and lighted signs for taxiways and runways.
<u>AC 150/5345-53</u>	<i>Airport Lighting Equipment Certification Program</i> Details on the Airport Lighting Equipment Certification Program (ALECP).
<u>AC 150/5345-50</u>	<i>Specification for Portable Runway and Taxiway Lights</i> FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
<u>AC 150/5345-55</u>	<i>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</i>

Number	Title and Description
<u>AC 150/5370-10</u>	<i>Standards for Specifying Construction of Airports</i> Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	<i>Quality Management for Federally Funded Airport Construction Projects</i>
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange Construction Signs</i>
FAA Order 5200.11	<u>FAA Airports (ARP) Safety Management System (SMS)</u> Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	<i>Grasses Attractive to Hazardous Wildlife</i> Guidance on grass management and seed selection.
FAA Form 7460-1	<u>Notice of Proposed Construction or Alteration</u>
FAA Form 7480-1	<u>Notice of Landing Area Proposal</u>
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://www.ecfr.gov/>.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

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APPENDIX B. TERMS AND ACRONYMS**Table B-1. Terms and Acronyms**

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <u>AC 150/5300-13</u> for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <u>AC 150/5300-13</u> for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <u>AC 150/5300-13</u> .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <i>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</i> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator’s FOD management procedures are addressed.	<u>2.11</u>				
Hazardous Materials Management					
The airport operator’s hazardous materials management procedures are addressed.	<u>2.12</u>				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>				
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>				
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>				
The requirement for lighting to conform to <u>AC 150/5340-30</u> , <i>Design and Installation Details for Airport Visual Aids</i> ; <u>AC 150/5345-50</u> , <i>Specification for Portable Runway and Taxiway Lights</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>				
The requirement for signs to conform to <u>AC 150/5345-44</u> , <i>Specification for Runway and Taxiway Signs</i> ; <u>AC 150/5340-18</u> , <i>Standards for Airport Sign Systems</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1,</u> <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2,</u> <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

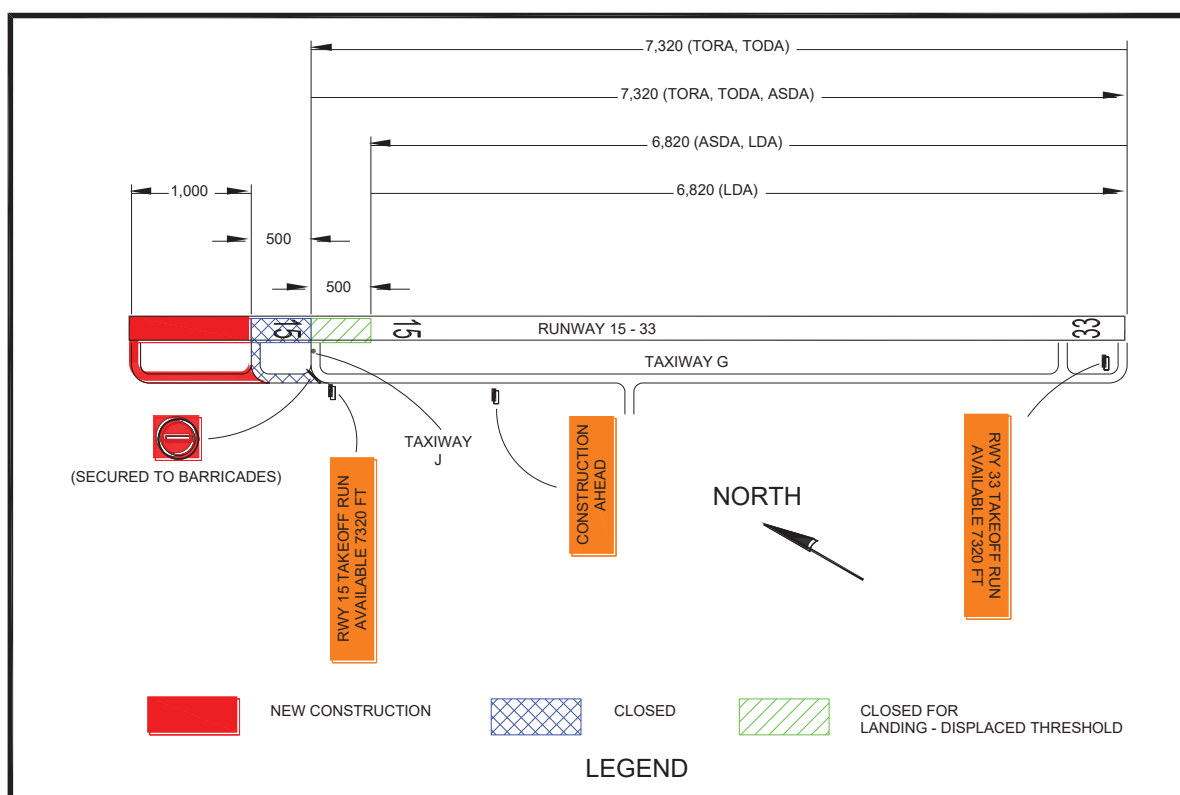
APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 Project Description.

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

- E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

Figure E-1. Phase I Example

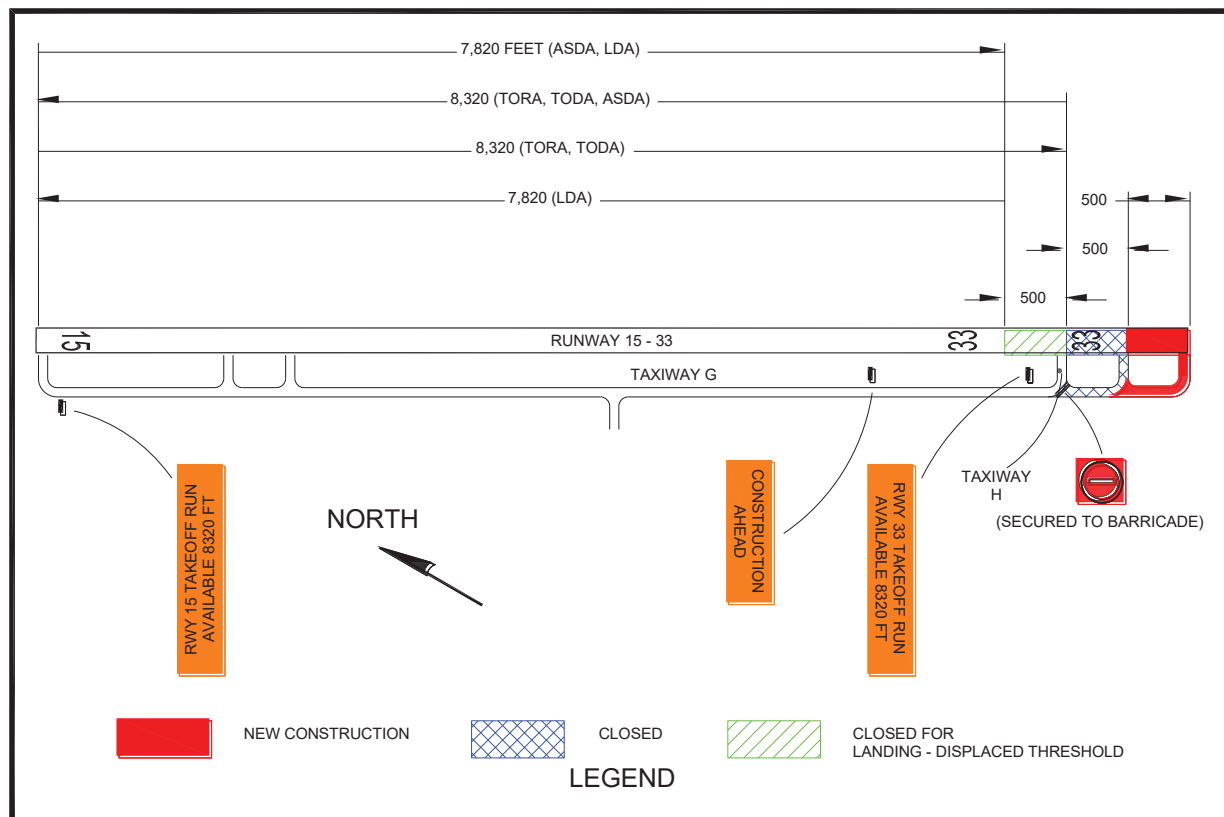


Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See [Figure E-2](#).

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

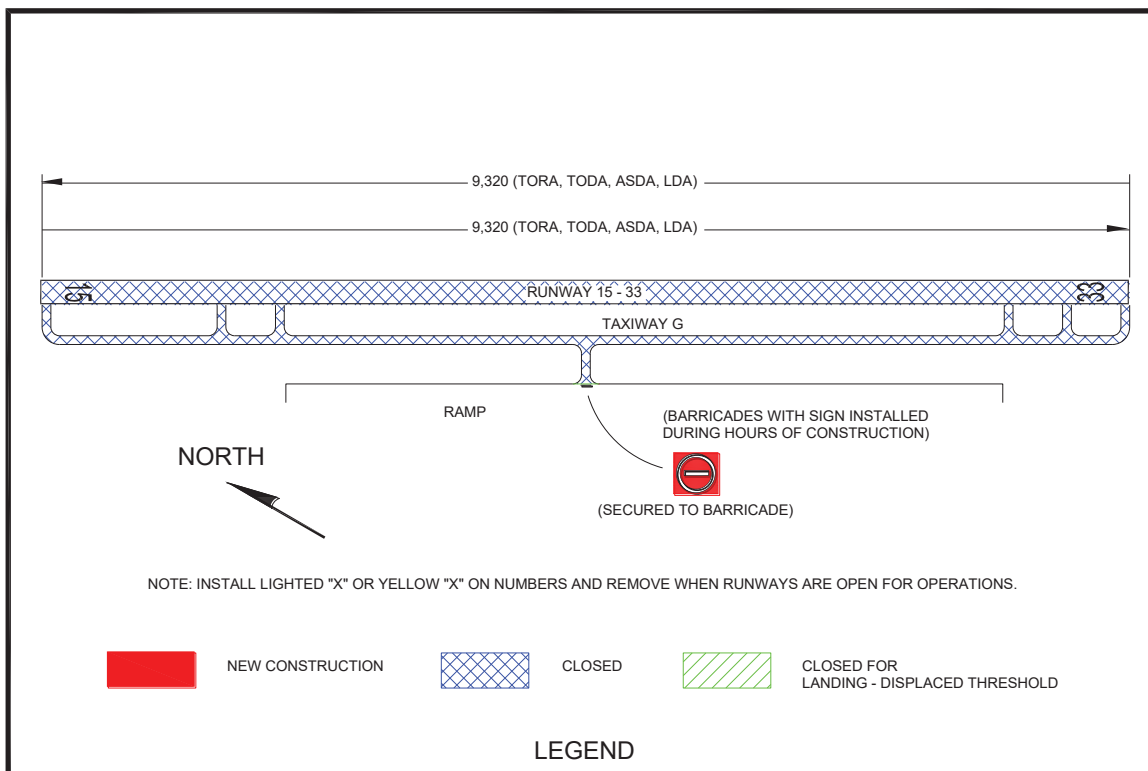


Table E-1. Operational Effects Table

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures		LOC only	LOC only	LOC only	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 33 Approach Procedures		ILS	ILS	ILS	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 15 NAVAIDs		LOC	LOC	LOC	LOC
Runway 33 NAVAIDs		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway G ADG		IV	III	IV	IV
Taxiway G TDG		4	4	4	4
ATCT (hours open)		24 hours	24 hours	24 hours	0500 - 2000
ARFF Index		D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
				ft	: 1
				ft	: 1
				ft	: 1
				ft	: 1

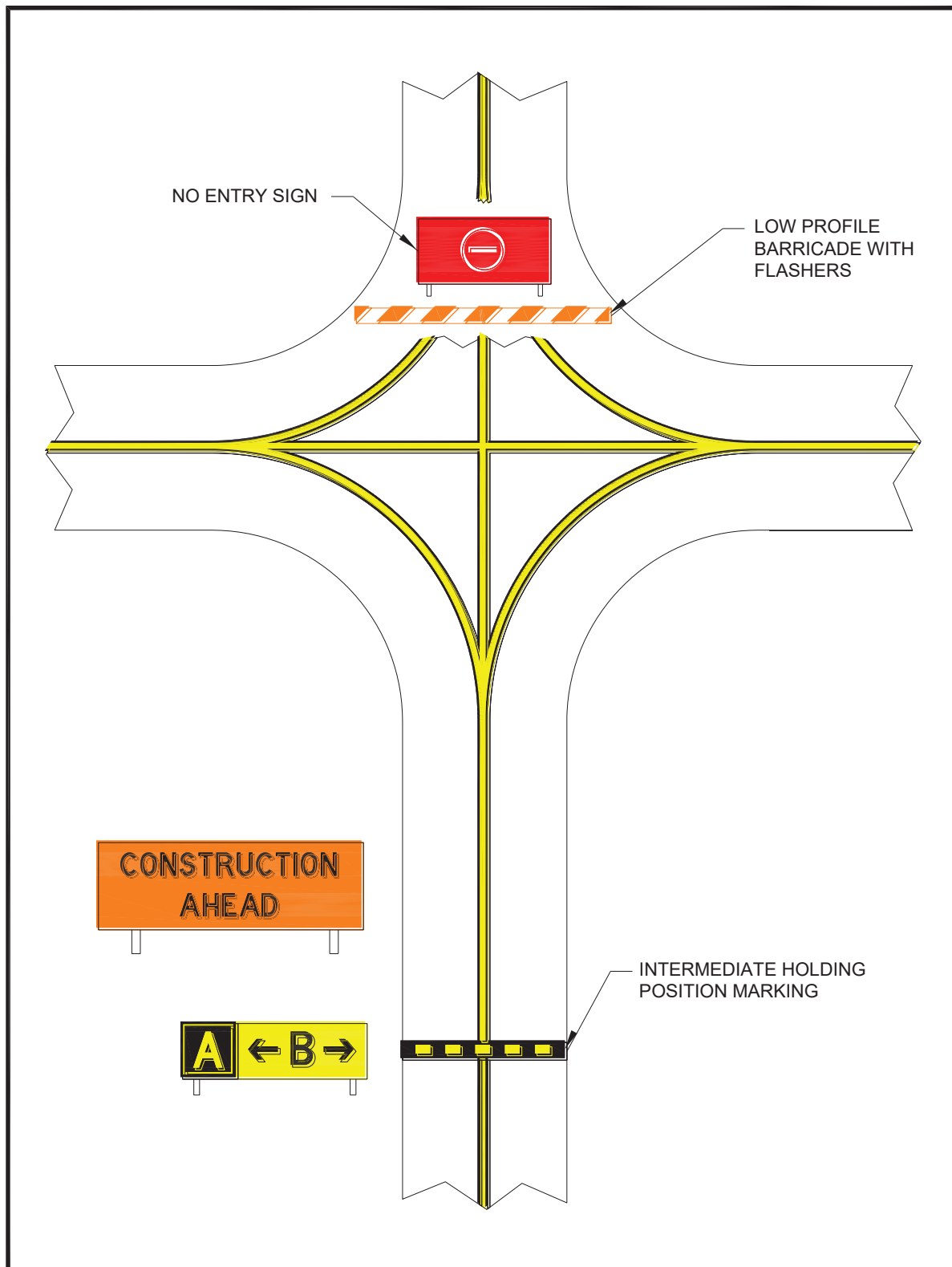
*See AC 150/5300-13 to complete the chart for a specific runway.

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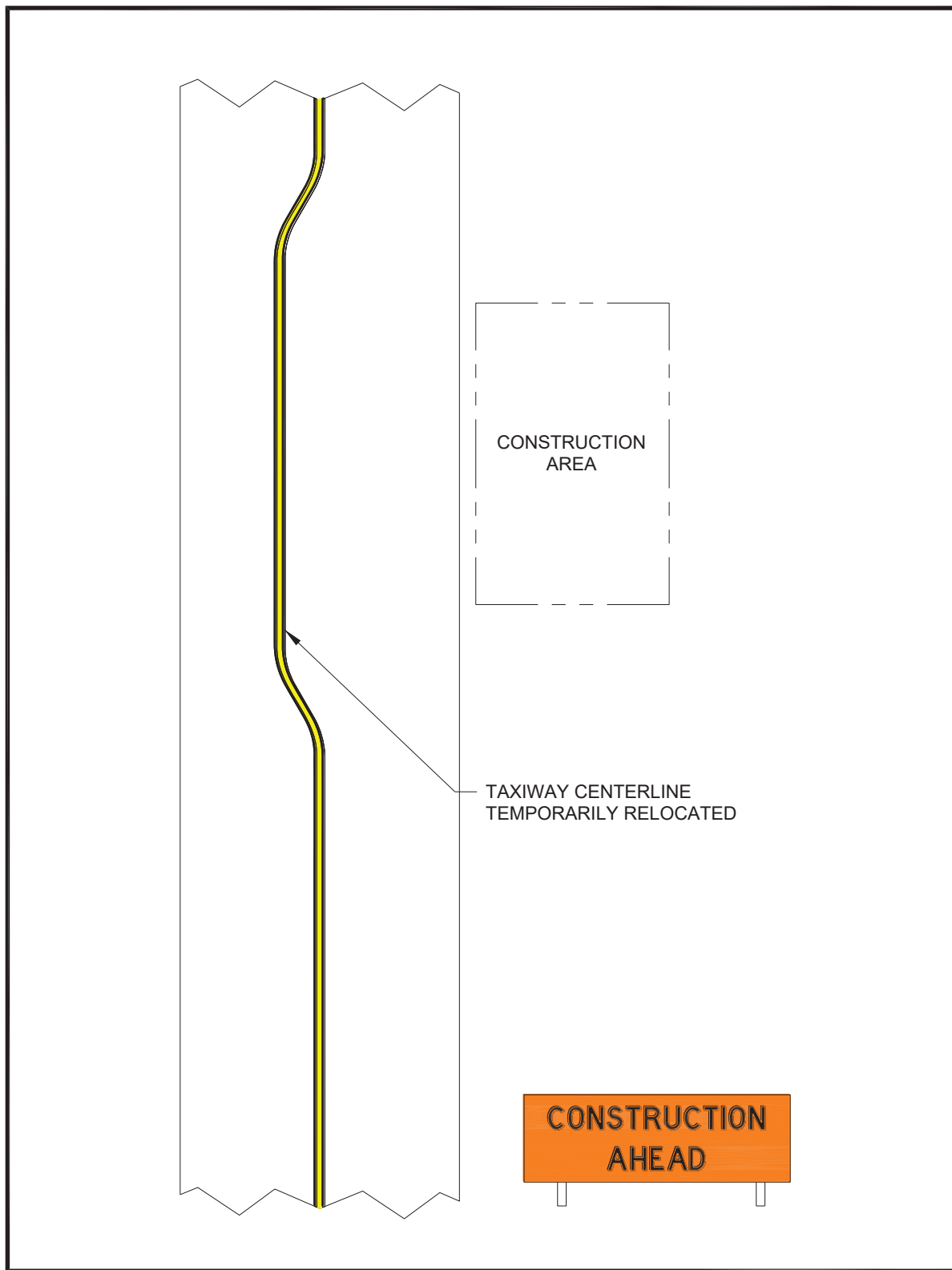
APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends



Figure F-2. Orange Construction Sign Example 1

Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2

Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G

Date: _____

Please check all appropriate line items:

- ☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.
- ☐ Recommend paragraph _____ on page _____ be changed as follows:
- _____
- _____
- _____
- ☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)
- _____
- _____
- _____
- ☐ Other comments:
- _____
- _____
- _____
- ☐ I would like to discuss the above. Please contact me at (phone number, email address).
- _____

Submitted by: _____

Date: _____

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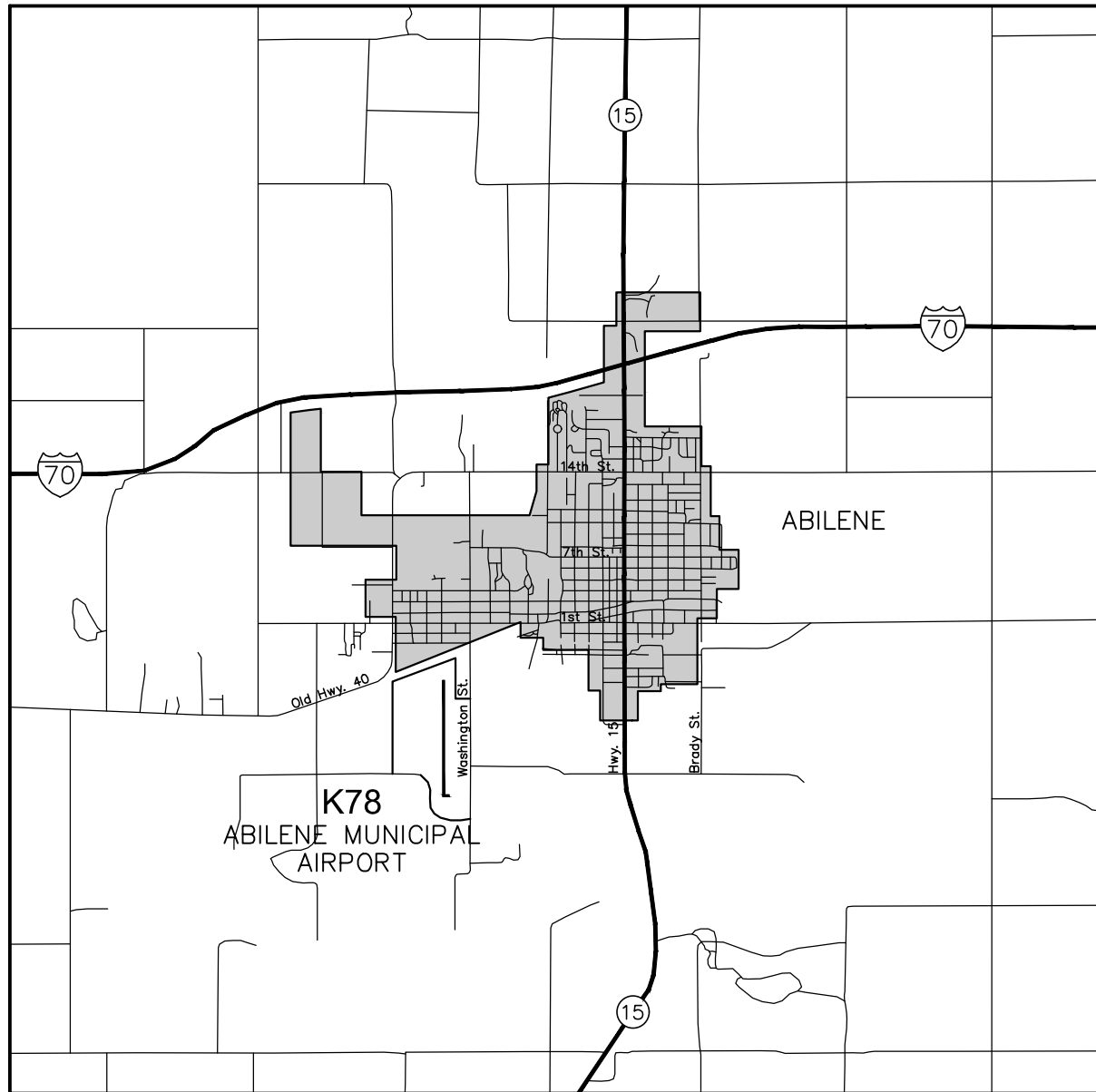


**TREE CLEARING & GRADING
ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS**

April 2024

**AIP Project No. 3-20-0001-017/019
Olsson Project No. 020-01278**

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VICINITY MAP
NO SCALE

AIRPORT LOCATION:
801 SOUTH WASHINGTON STREET
ABILENE, KANSAS 67410



CALL BEFORE
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SPONSOR - CITY OF ABILENE

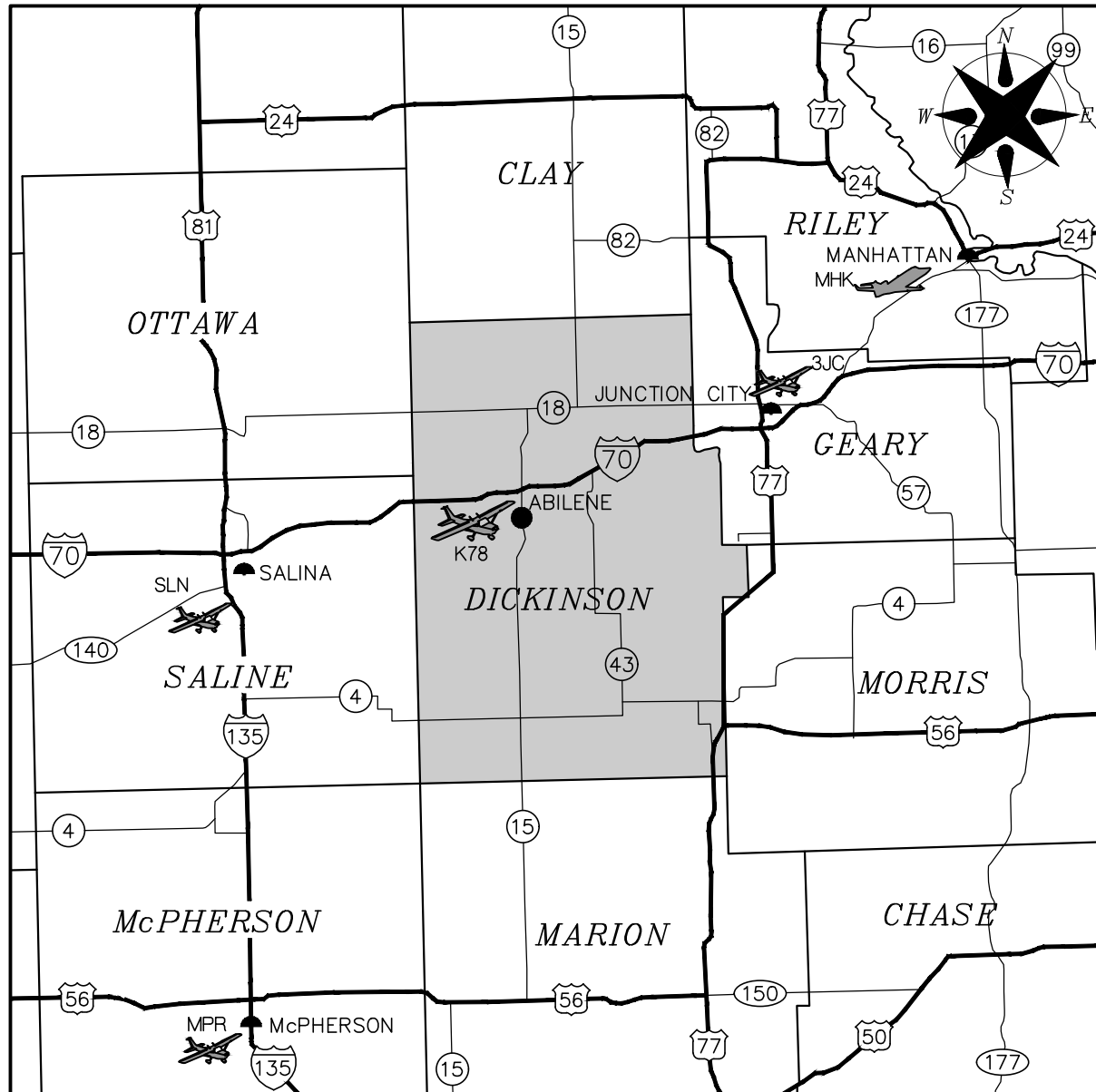
TREE CLEARING & GRADING

IMPROVEMENTS TO ABILENE MUNICIPAL AIRPORT (K78) ABILENE, KANSAS

AIP NO. 3-20-0001-017 / 019

APRIL 25, 2024
ISSUED FOR BID

SHEET INDEX	
SHEET NO.	SHEET NAME
1	COVER SHEET
2	PROJECT LAYOUT PLAN, LEGEND AND QUANTITIES
3	CONSTRUCTION SAFETY / PHASING PLAN - PHASE 1
4	TRAFFIC CONTROL PLAN AND DETAILS
5	CONSTRUCTION SAFETY / PHASING NOTES
6	CONSTRUCTION SAFETY / PHASING NOTES
7	REMOVAL SHEET - OVERALL
8	REMOVAL PLAN - TRACT J & K
9	REMOVAL PLAN - TRACT L, M & N
10	GRADING PLAN - TRACT K
11	GRADING PLAN - CITY RIGHT-OF-WAY
12	CULVERT PLAN AND PROFILE
13	EROSION CONTROL PLAN - TRACT J & K
14	EROSION CONTROL PLAN - TRACT L & M
15	EROSION CONTROL DETAILS



LOCATION MAP
NO SCALE

PROJECT LOCATED IN:
DICKINSON COUNTY
SECTION 20, TOWNSHIP 13S, RANGE 2E
SECTION 29, TOWNSHIP 13S, RANGE 2E

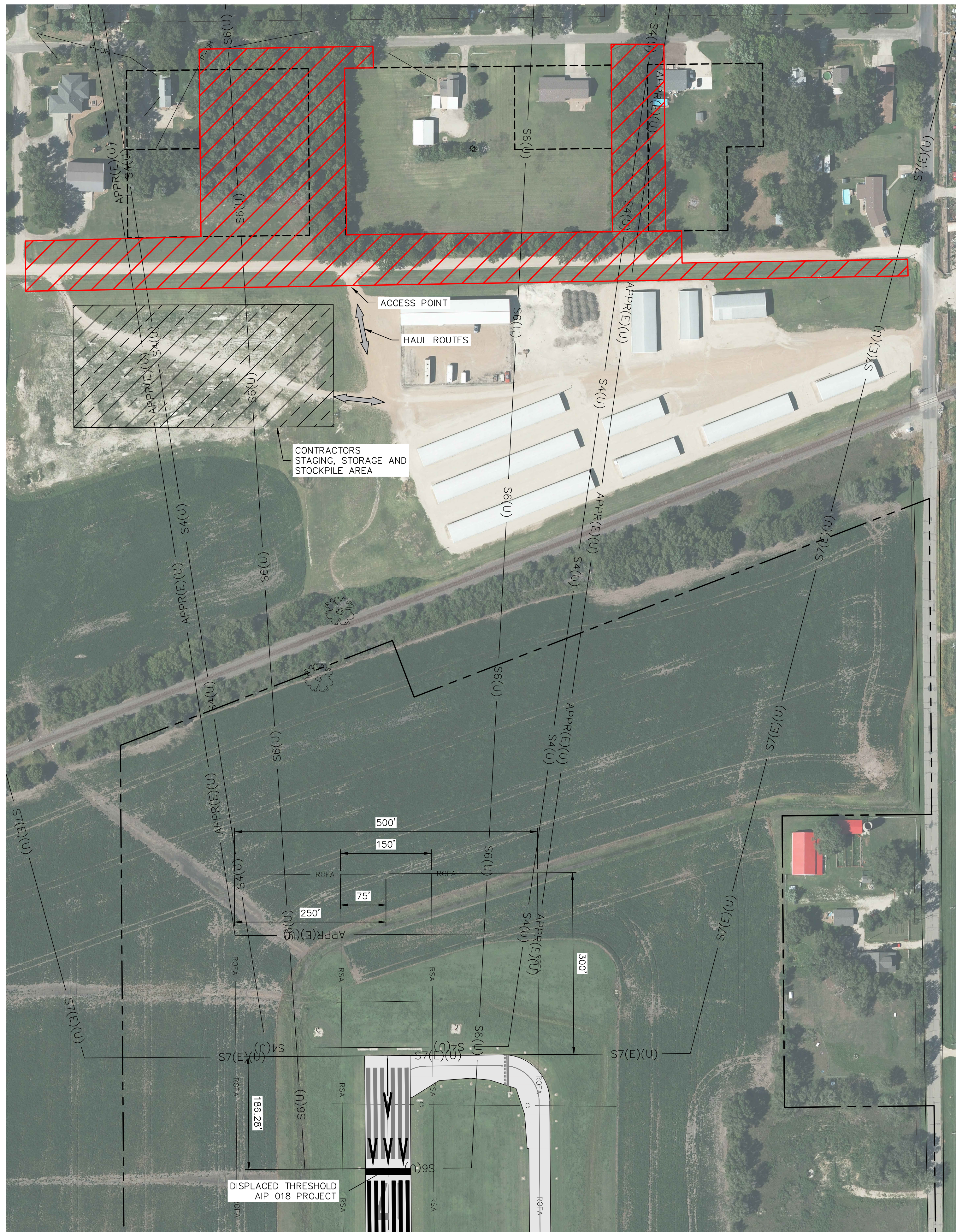
REV. NO.	△	DATE	DESCRIPTION	SHEET NUMBERS AFFECTED

NOTE:
1. REVISION CLOUD IDENTIFIES THE REVISION.
2. REVISIONS HAVE BEEN INCORPORATED INTO CONSTRUCTION SET. SEE REVISIONS TO SPECIFICATIONS.

olsson

Olsson, Inc. - Civil Engineering
Kansas Certificate of Authority #E-516
601 P Street, Suite 200 P.O. Box 84608
Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

TREE CLEARING & GRADING
ABILENE MUNICIPAL AIRPORT (K78) ABILENE, KANSAS
AIP NO. 3-20-0001-017 / 019 OLSSON PROJECT # 023-01278
DRAWN BY: SDN APPROVED BY: DJH



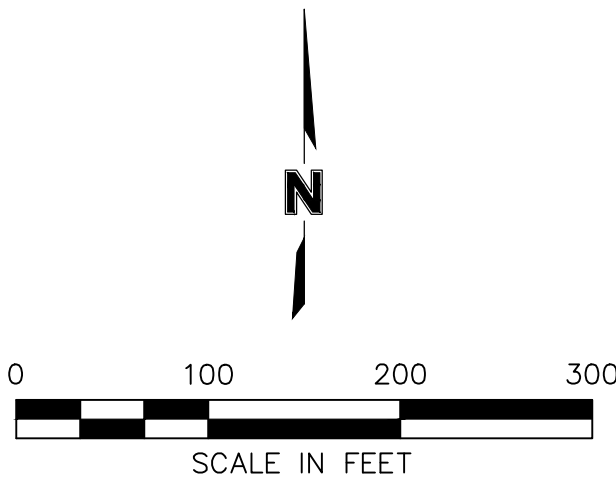
PHASING LEGEND		
	EXISTING	THIS PHASE
BUILDINGS		
OPEN AIRFIELD PAVEMENT		
PROJECT WORK AREA		
AIRPORT PROPERTY LINE		
AIRPORT EASEMENT LINE		
PAVED ROADS		
GRAVEL ROADS		
CONSTRUCTION AREA LIMITS (PHASE 1)		
HAUL ROUTE		

PHASE 1: REMOVE OR TRIM TREES WITHIN PRIVATE PROPERTIES AND CITY RIGHT-OF-WAY
REFER TO SHEETS 4 - 5 FOR SAFETY PLAN NOTES.

ESTIMATED TIME: 30 CALENDAR DAYS

THE FOLLOWING PHASING AND SEQUENCE OF WORK SHALL BE COMPLETED AS SHOWN, UNLESS APPROVED IN WRITING BY ENGINEER. AN UPDATED SCHEDULE AND SAFETY PLAN WILL BE REQUIRED PRIOR TO THE MODIFICATION.

1. NOTIFY THE AIRPORT OWNER AND PROPERTY OWNERS 7 DAYS PRIOR TO STARTING WORK.
2. AIRPORT OWNER TO ISSUE NOTAM. (EQUIPMENT / BOOM TRUCKS IN RUNWAY 17 APPROACH)
3. CONTRACTOR SHALL VERIFY NOTAM HAS BEEN ISSUED WITH RPR PRIOR TO COMMENCING WORK.
4. ACCESS POINTS, HAUL ROUTES AND STAGING AREA SHALL USED FOR THE DURATION OF THE PROJECT.
5. PRIOR TO THE START OF THE PHASE.
 - 5.1. AIRPORT OWNER SHALL MEET WITH PROPERTY OWNERS.
 - 5.2. COORDINATE STREET CLOSURES WITH CITY STAFF. REASONABLE CLOSURES ARE ACCEPTABLE.
 - 5.3. INSTALL BARRICADES ON STREETS, PER MUTCD STANDARDS.
 - 5.4. REFER TO SHEET 4 FOR TRAFFIC CONTROL PLAN AND DETAILS.
6. TREE REMOVAL AND TRIMMING IS ALLOWED ONLY FROM NOVEMBER 1, 2024 TO MARCH 31, 2025.
7. COMMENCE CONSTRUCTION ACTIVITIES WITHIN THE LIMITS OF THIS PHASE.
 - 7.1. CLEAR AND GRUB TREES ON PRIVATE PROPERTIES AND CITY R.O.W.
 - 7.2. GRADE PRIVATE PROPERTIES AND CITY R.O.W.
 - 7.3. CONSTRUCT DITCHES.
 - 7.4. IF WEATHER DOES NOT ALLOW FOR SEEDING IMMEDIATELY AFTER GRADING, THE WORK WILL BE TEMPORARILY SUSPENDED WITH THE ENGINEER'S AND OWNER'S APPROVAL.
 - 7.5. SEED AND MULCH PRIVATE PROPERTY AND CITY R.O.W.
8. UPON COMPLETION OF PHASE:
 - 8.1. ENSURE NOTAM HAS BEEN REMOVED BY THE AIRPORT.
 - 8.2. SEEDING AND MULCHING SHALL BE COMPLETED IMMEDIATELY AFTER CLEARING, GRUBBING AND GRADING AS SOON AS WEATHER ALLOWS.
 - 8.3. REMOVE ALL TREE AND OTHER DEBRIS.
 - 8.4. TREES MAY BE DISPOSED OF AT THE CITY'S PROPERTY LOCATED AT 1ST AND CHERRY STREET. THERE WILL BE NO CHARGE TO DISPOSE OF TREES AT THIS LOCATION.
 - 8.5. OTHER DEBRIS SHALL BE DISPOSED OF IN A LEGAL MANNER.

[illegible]

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CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

1. INTRODUCTION

FAA ADVISORY CIRCULAR 150/5370-2G HAS ESTABLISHED CRITERIA FOR DEVELOPMENT AND IMPLEMENTATION OF A CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) AT THE ABILENE MUNICIPAL AIRPORT. THIS CSPP WAS PREPARED BY OLSSON IN COORDINATION WITH THE AIRPORT. THIS CSPP WAS SUBMITTED TO THE FAA FOR REVIEW AND ANY COMMENTS ARE ADDRESSED IN THIS DOCUMENT. THE CSPP IS INCLUDED IN THE CONTRACT DOCUMENTS.

THE CONTRACTOR IS REQUIRED TO PREPARE A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) THAT DETAILS HOW THE CONTRACTOR WILL COMPLY WITH THE CSPP. THE SPCD SHALL BE SUBMITTED TO THE AIRPORT MANAGER AND ENGINEER FOR APPROVAL PRIOR TO ISSUANCE OF THE NOTICE-TO-PROCEED.

2. PROJECT DESCRIPTION

THE WORK TO BE COMPLETED CONSISTS OF THE FOLLOWING:

- CLEAR AND GRUB TREES OFF AIRPORT PROPERTY.
- GRADE AND SEED DITCHES OFF AIRPORT PROPERTY.

3. COORDINATION

A. PRECONSTRUCTION MEETING AND SAFETY TRAINING.

- ATTENDANCE IS MANDATORY FOR THE AIRPORT MANAGER, GENERAL CONTRACTOR, MAJOR SUBCONTRACTORS AND ENGINEER TO DISCUSS PROJECT SCOPE AND SAFETY REQUIREMENTS. IF APPLICABLE, A TOUR OF THE PROJECT AREA WILL BE CONDUCTED TO IDENTIFY THE AREAS RESTRICTED FOR CONSTRUCTION TRAFFIC, STORAGE AND STAGING AREA. GROUND VEHICLE OPERATIONS TRAINING WILL NOT BE REQUIRED.

B. CONTRACTOR PROGRESS MEETINGS.

- PROGRESS MEETINGS SHALL BE CONDUCTED. A MEETING SCHEDULE WILL BE AGREED UPON AT THE PRECONSTRUCTION MEETING, AT A MINIMUM OF ONCE PER MONTH OR AS NECESSARY FOR CONSTRUCTION OPERATIONS. PROGRESS MEETING SHALL BE ATTENDED BY AIRPORT SPONSOR, ENGINEER, GENERAL CONTRACTOR, AND ACTIVE SUBCONTRACTORS AND SHALL ADDRESS OPERATIONAL SAFETY, CONSTRUCTION PROGRESS, AND UPCOMING SCHEDULING. MEETING MINUTES SHALL BE DOCUMENTED AND AVAILABLE FOR REVIEW UPON REQUEST.

C. PERSONNEL ON SITE.

- GENERAL CONTRACTOR SHALL DESIGNATE A PERSON WHO WILL BE THE SITE SUPERINTENDENT. THE SITE SUPERINTENDENT SHALL BE ON SITE WHENEVER ACTIVE CONSTRUCTION IS TAKING PLACE (GENERAL CONTRACTOR AND SUBCONTRACTOR WORK) AND FOR IMPLEMENTING AND ENFORCING THE CSPP.

D. SCOPE OR SCHEDULE CHANGES.

- SCOPE OR SCHEDULE CHANGES SHALL BE SUBMITTED IN WRITING AND DISCUSSED AT THE PROGRESS MEETINGS. IMPLEMENTATION OF SCOPE OR SCHEDULE CHANGES MUST BE APPROVED IN WRITING BY AIRPORT SPONSOR. CHANGES IN THE SCOPE OR DURATION AT ANY OF THE PROJECT STAGES MAY REQUIRE REVISIONS TO THE CSPP AND APPROVAL BY THE AIRPORT OPERATOR AND THE FAA.

E. NAVAID FAA ATO COORDINATION.

- NO FAA OWNED NAVAIDS, THEREFORE NO ATO COORDINATION IS REQUIRED FOR THIS PROJECT.

F. AIRPORT TENANT AND USERS.

- NO AIRPORT IMPACTS FOR THIS PROJECT.

4. PHASING

THE CONSTRUCTION SEQUENCE WILL BE DIVIDED INTO ONE (1) PHASE.

PHASE 1 – CLEAR AND GRUB TREES WITHIN PRIVATE PROPERTIES AND CITY RIGHT-OF-WAY.

A. PHASE ELEMENTS

I. AREAS CLOSED TO AIRCRAFT OPERATIONS. REFER TO TABLE 1 AND CSPP DRAWINGS.

II. DURATION OF CLOSURES. REFER TO CSPP DRAWINGS FOR CALENDAR DAYS.

III. TAXI ROUTES. REFER TO TABLE 1 IN SECTION 5 AND CSPP DRAWINGS.

IV. ARFF ACCESS ROUTES. ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT'S PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.

V. CONSTRUCTION STAGING AREAS. REFER TO CSPP DRAWINGS.

VI. CONSTRUCTION ACCESS AND HAUL ROUTES. THE CONTRACTOR SHALL ACCESS THE SITE VIA DESIGNATED HAUL ROUTES. REFER TO CSPP DRAWINGS FOR FURTHER DETAIL.

- RPR AND CONTRACTOR SHALL VIDEO DOCUMENT HAUL ROUTE/ROAD PAVEMENT CONDITIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION ACTIVITY.

VII. IMPACTS TO NAVAIDS. REFER TO TABLE 3 IN SECTION 6.

VIII. LIGHTING AND MARKING CHANGES. THE LIGHTING AND MARKING WILL NOT BE AFFECTED BY THIS PROJECT.

IX. AVAILABLE RUNWAY LENGTH. PROJECT WILL HAVE NO EFFECT ON USABLE RUNWAY LENGTHS. RUNWAYS WILL NOT BE CLOSED FOR THIS PROJECT.

X. REQUIRED HAZARD MARKING AND LIGHTING. NO PROFILE BARRICADES, LIGHTED RUNWAY CLOSURE MARKERS, AND TAXIWAY CLOSURE MARKERS ARE REQUIRED FOR THIS PROJECT.

XI. LEAD TIMES FOR REQUIRED NOTIFICATIONS.

START OF CONSTRUCTION: SEVEN (7) DAYS

CLOSURE OF ANY PORTION OF AOA: SEVEN (7) DAYS (NONE ANTICIPATED FOR THIS PROJECT).

5. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

A. OPERATIONAL IMPACT TABLE

- AIRPORT OPERATIONS IMPACTED AT THE ABILENE MUNICIPAL AIRPORT ARE SHOWN BELOW IN TABLE 1 FOR EACH PHASE OF WORK. IMPACTS WILL VARY BASED ON NORMAL OPERATIONS OF THE AREA, CONSTRUCTION PHASE, AND DURATION OF WORK. CONTRACTOR IS REQUIRED TO COORDINATE WITH THE AIRPORT AND ENGINEER AND/OR THE RESIDENT PROJECT REPRESENTATIVE (RPR) AS DETAILED IN SECTION 3 OF THIS DOCUMENT PRIOR TO EACH PHASE OF THE PROJECT.

TABLE 1 - AIRPORT OPERATIONS AFFECTED BY CONSTRUCTION		
OPERATIONAL REQUIREMENT	NORMAL	PHASE 1
EXISTING RWY 17/35	B-I – OPEN	OPEN
CONNECTING TAXIWAYS	OPEN	OPEN
PARALLEL TAXIWAY	OPEN	OPEN
APRON	OPEN	OPEN

B. RUNWAY SAFETY AREAS (RSA). WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- CONTRACTOR SHALL NOT ENTER INTO RSA OF ANY ACTIVE RUNWAY.
- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.
- NO OPEN EXCAVATIONS WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- PRIOR TO RE-OPENING AREAS, CONTRACTOR SHALL ENSURE THAT GRADING AND SAFETY STANDARDS ARE MET.
- USE EROSION CONTROL MEASURES TO LIMIT RUTTING AND SURFACE VARIATIONS.

C. TAXIWAY SAFETY AREAS (TSA).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.
- NO OPEN EXCAVATIONS WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- USE EROSION CONTROL MEASURES TO LIMIT RUTTING AND SURFACE VARIATIONS.
- PRIOR TO RE-OPENING AREAS, CONTRACTOR SHALL ENSURE THAT GRADING AND SAFETY STANDARDS ARE MET.

D. RUNWAY OBJECT FREE AREAS (ROFA).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO PARKING OF IDLE EQUIPMENT WILL BE ALLOWED.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

E. TAXIWAY OBJECT FREE AREAS (TOFA).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

F. RUNWAY OBJECT FREE ZONES (ROFZ).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

TABLE 2 - SAFETY AREAS AND OBJECT FREE AREAS OF AIRFIELD PAVEMENT							
AIRFIELD PAVEMENT	APPROACH CATEGORY	AIRPLANE DESIGN GROUP	RSA, DISTANCE FROM CENTERLINE	TSA, DISTANCE FROM CENTERLINE	ROFA, DISTANCE FROM CENTERLINE	TOFA, DISTANCE FROM CENTERLINE	ROFZ, DISTANCE FROM CENTERLINE
EXISTING RUNWAY 17/35	B	I	120'	–	400'	–	200'
CONNECTING TAXIWAYS	–	–	–	24.5'	–	65.5'	–
PARALLEL TAXIWAY	–	–	–	24.5'	–	65.5'	–
APRON	–	–	–	24.5'	–	65.5'	–

G. ARFF ACCESS ROUTES

- AIRPORT HAS NO ESTABLISHED ARFF PROGRAM. HOWEVER, NO EXISTING FIRE AND RESCUE ROUTES WILL BE IMPACTED.

H. AIRPORT AND AIRLINE SUPPORT VEHICLES

- REFER TO CSPP DRAWINGS FOR OPEN PAVEMENT DURING EACH PHASE. VEHICLE ROUTES WILL BE ALLOWED IN ALL NON-WORK BOUNDARY AREAS.

I. UTILITY IMPACT TO ARFF

- AIRPORT HAS NO ESTABLISHED ARFF PROGRAM. HOWEVER, THERE WILL BE NO IMPACT TO EXISTING UTILITIES OR WATER SUPPLY FOR FIRE AND RESCUE OPERATIONS.

J. RUNWAY APPROACH PROTECTION AREA.

- ACTIVE RUNWAY APPROACH AND DEPARTURE SURFACES MUST BE CLEAR OF ALL OBJECTS.
- REFER TO TABLE 2 AND CSPP DRAWINGS FOR MORE DETAIL.

H. IDENTIFICATION OF AFFECTED AREAS.

- REFER TO CSPP DRAWINGS

I. MITIGATION OF EFFORTS.

- REFER TO CSPP DRAWINGS.

6. NAVIGATIONAL AID (NAVAID) PROTECTION

A. EFFECTS OF CONSTRUCTION TO NAVAIDS

- CONSTRUCTION ACTIVITIES CAN HAVE NEGATIVE IMPACTS TO THE FUNCTIONALITY AND SERVICEABILITY OF NAVAIDS. THE CONTRACTOR MUST COORDINATE THEIR WORK EFFORT OR LIMIT THEIR OPERATIONS SO THAT NAVAIDS ARE NOT IMPACTED BEYOND WHAT IS PLANNED. REFER TO TABLE 3 FOR PLANNED NAVAID IMPACTS.
- CONTRACTOR WILL BE REQUIRED TO LIMIT OPERATIONS SO THAT MATERAL, EQUIPMENT, AND PERSONNEL DO NOT ENTER NAVAID CRITICAL AREAS (AS SHOWN ON THE CSPP DRAWINGS) OR DISTURB POWER TO NAVAID FACILITIES WITHOUT PRIOR COORDINATION WITH AIRPORT MANAGER, ENGINEER AND FAA.

TABLE 3 - NAVAID FACILITY REQUIREMENTS			
FACILITY TYPE	OWNERSHIP	PHASE IMPACTED	IMPACT
BEACON	AIRPORT	NONE	–
PAPIs	AIRPORT	NONE	–
REILs	AIRPORT	NONE	–

B. COORDINATION OF NAVAID IMPACTS

- PLANNED NAVAID IMPACTS MUST BE ADDRESSED IN THE CONTRACTOR'S CONSTRUCTION SCHEDULE
- LOCAL NAVAIDS: SEVEN (7) DAYS NOTICE

C. PROTECTION OF NAVAID UTILITIES

- CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT NAVAID UTILITY LINES FOR THE DURATION OF THE PROJECT.

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State of Nebraska
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REVISIONS

REV. NO.

DATE

REVISIONS DESCRIPTION

2024

01/17 / 019

AIP NO. 3-20-0001-017

CONSTRUCTION SAFETY / PHASING NOTES

TREE CLEARING & GRADING

ABILENE, KANSAS

drawn by: SDN
checked by: JTO
approved by: DJH
QA/QC by:
project no.: 023-01278
drawing no.:
date: 04.25.2024

SHEET
5 of 15

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DATE: Apr 24, 2024 9:35am
USER: chuse

CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

7. CONTRACTOR ACCESS

- A. LOCATION OF STOCKPILE CONSTRUCTION MATERIALS
- THE CONTRACTOR IS LIMITED TO THE PLACEMENT OF STOCKPILED MATERIALS AT THE LOCATIONS SHOWN WITHIN THE CSPP DRAWINGS.
 - CONTRACTOR MAY PLACE STOCKPILES (TOPSOIL, AGGREGATE, ETC.) AT ANY LOCATION WITHIN THE PROJECT WORK LIMITS, OUTSIDE OF THE ROFA AS SHOWN IN THE CSPP DRAWINGS. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT AN AIRSPACE NOTICE TO FAA OEAAA FOR ANY STOCKPILES OR EQUIPMENT THAT EXCEEDS 15 FEET ABOVE THE GROUND AND RECEIVE A DETERMINATION OF NO HAZARD. FAA'S PROCESSING TIME FOR THE DETERMINATION IS TYPICALLY 60-90 DAYS.

I. HEIGHT RESTRICTIONS. STOCKPILES SHALL HAVE A HEIGHT LIMIT OF 15 FEET (REFER TO THE CSPP DRAWINGS). REFER TO SECTION 11.F.

II. WILDLIFE ATTRACTANT. CONTRACTOR SHALL MANAGE VOLUNTEER VEGETATION, STOCKPILES AND MAINTAIN POSITIVE DRAINAGE SO THEY DO NOT BECOME WILDLIFE ATTRACTIONS. REFER TO SECTION 8.B.

III. FOREIGN OBJECT DEBRIS (FOD). CONTRACTOR SHALL MANAGE STOCKPILES SO THEY DO NOT CREATE FOD. REFER TO SECTION 9.

IV. MARKING AND LIGHTING OF STOCKPILES. CONTRACTOR WILL NOT BE REQUIRED TO MARK OR LIGHT MATERIAL STOCKPILES.

B. VEHICLE AND PEDESTRIAN OPERATIONS

VEHICLE AND PEDESTRIAN ACCESS ROUTES FOR AIRPORT CONSTRUCTION PROJECTS MUST BE CONTROLLED TO PREVENT INADVERTENT UNAUTHORIZED ENTRY OF PERSONS, VEHICLES, OR ANIMALS ONTO THE AIRPORT OPERATIONS AREA.

C. ACCESS TO AIRPORT OPERATIONS AREA (AOA)

THE AIRPORT OPERATIONS AREA IS DEFINED BY THE PERIMETER FENCE SURROUNDING THE AIRFIELD. CONTRACTOR ACCESS TO THE AOA IS LIMITED TO THE GATES SHOWN ON THE CSPP DRAWINGS.

I. CONSTRUCTION SITE PARKING. ALL PERSONAL VEHICLES, INACTIVE CONSTRUCTION EQUIPMENT AND TRAILERS SHALL BE STORED WITHIN THE CONTRACTOR'S STORAGE AND STAGING AREA AS SHOWN ON THE CSPP DRAWINGS. CONTRACTOR VEHICLES AND EQUIPMENT ARE ALLOWED INSIDE THE AOA BUT CONFINED TO THE PROJECT WORK LIMITS. ADDITIONALLY, CONTRACTOR MAY PARK VEHICLES ANYWHERE ON THE PROJECT WORK AREA AS DEFINED FOR EACH PHASE ON THE CSPP DRAWINGS. HOWEVER, VEHICLES MUST MAINTAIN THE MINIMUM DISTANCE FROM CENTERLINE TO OPEN AIRFIELD PAVEMENT SHOWN ON TABLE 2.

II. CONSTRUCTION EQUIPMENT. CONSTRUCTION EQUIPMENT SHALL LIMITED IN OPERATING HEIGHT OF 15 FEET.

III. ACCESS AND HAUL ROADS. THE CSPP DRAWINGS DEPICT HAUL ROUTES FROM EACH ACCESS LOCATION FROM PUBLIC ROADWAYS AND HAUL ROUTES TO THE INDIVIDUAL PHASED WORK AREA THROUGH THE PERIMETER FENCE. CONTRACTOR ACCESS AND HAULING OPERATIONS ARE STRICTLY LIMITED TO THE HAUL ROUTES SHOWN. CONTRACTOR SHALL PROVIDE PROTECTION TO THE PAVEMENT EDGES WHEN TRAVERSING/CROSSING ANY EXISTING NON-ACTIVE RUNWAY, TAXIWAY OR APRON PAVEMENT.

FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR IS REQUIRED TO RESTORE HAUL ROUTES TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION AND SEEDING OF THE CONTRACTOR'S STAGING AREA, ACCESS ROADS AND HAUL ROADS. NO DIRECT PAYMENT WILL BE MADE FOR THESE ITEMS. SEEDING SHALL BE DONE IN ACCORDANCE WITH SPECIFICATION ITEM T-901.

THE CONTRACTOR WILL BE REQUIRED TO REPAIR ANY DAMAGE TO PUBLIC AND AIRPORT ROADS CAUSED BY THE CONTRACTOR'S TRUCKS AND EQUIPMENT DURING CONSTRUCTION OF THE PROJECT. REPAIRS SHALL BE ADEQUATE TO RETURN THE ROADS TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO DAMAGE. ALL REPAIR WORK SHALL BE AT THE CONTRACTOR'S EXPENSE. THE HAUL ROUTE SHALL BE VIDEOTAPED OR PHOTOGRAPHED IN THE PRESENCE OF THE ENGINEER OR THE RESIDENT PROJECT REPRESENTATIVE (RPR) PRIOR TO CONSTRUCTION IN ORDER TO DOCUMENT THE EXISTING CONDITIONS.

IV. MARKING AND LIGHTING OF VEHICLE. DUE TO THE PROJECT NOT BEING ON AIRPORT PROPERTY VEHICLES ARE NOT REQUIRED TO COMPLY WITH THE "OTHER VEHICLE" REQUIREMENTS IN ADVISORY CIRCULAR 150/5210-5D PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT.

V. DESCRIPTION OF PROPER VEHICLE OPERATIONS. THE FOLLOWING RULES OF OPERATION MUST BE FOLLOWED AT ALL TIMES WHEN DRIVING ON THE AIRPORT.

- NO PERSON SHALL OPERATE MOTORIZED VEHICLES OR EQUIPMENT OF ANY KIND ON THE AIRPORT UNLESS IN POSSESSION OF A VALID OPERATOR'S LICENSE AS REQUIRED BY THE STATE FOR THE TYPE OF VEHICLE BEING OPERATED.
- NO PERSON SHALL OPERATE A MOTOR VEHICLE OR OTHER MOTORIZED EQUIPMENT OF ANY KIND ON THE AIRPORT IN A RECKLESS OR NEGLIGENT MANNER OR WITHOUT CAUTION OR IN ANY MANNER THAT ENDANGERS OR IS LIKELY TO ENDANGER PERSONS OR PROPERTY.
- NO PERSON SHALL FAIL TO GIVE PEDESTRIANS AND AIRCRAFT THE RIGHT-OF-WAY OVER VEHICULAR TRAFFIC. ALL GROUND VEHICLES SHALL PASS TO THE REAR OF TAXIING AIRCRAFT.
- NO PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS SHALL OPERATE A MOTOR VEHICLE ON THE AIRPORT.

VI. REQUIRED ESCORTS. VEHICLE ESCORTS ARE NOT REQUIRED WITHIN THE PROJECT LIMITS.

VII. TRAINING REQUIREMENTS FOR VEHICLE DRIVERS. VEHICLE TRAINING IS NOT REQUIRED.

VIII. SITUATIONAL AWARENESS. VEHICLE DRIVERS MUST CONFIRM BY PERSONAL OBSERVATION THAT NO AIRCRAFT IS APPROACHING THEIR POSITION (EITHER IN AIR OR ON THE GROUND) WHEN GIVEN CLEARANCE PRIOR TO CROSSING A TAXIWAY OR ANY OTHER AREA OPEN TO AIRPORT OPERATIONS.

IX. TWO-WAY RADIO COMMUNICATIONS PROCEDURES. THE CONTRACTOR IS NOT REQUIRED TO MONITOR COMMON TRAFFIC ADVISORY FREQUENCY (CTAF).

X. MAINTENANCE OF SECURED AREA OF THE AIRPORT. EXCEPT WHEN MOVING MATERIALS, EQUIPMENT, OR PERSONNEL THROUGH THE AIRPORT PERIMETER FENCE, THE CONTRACTOR SHALL KEEP THE ACCESS GATE CLOSED. REFER TO CSPP DRAWINGS FOR LOCATION OF GATES.

8. WILDLIFE MANAGEMENT

- A. TRASH. CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF ALL FOOD SCRAPS AND ANY OTHER TRASH THAT COULD CAUSE FOD OR BE AN ANIMAL ATTRACTANT.
- B. STANDING WATER. STANDING WATER WITHIN THE CONSTRUCTION LIMITS SHALL NOT BE PERMITTED. DRAINING/PUMPING OF STANDING WATER SHALL COMPLY WITH THE APPROVED NPDES PERMIT REQUIREMENTS.
- C. TALL GRASS AND SEEDS. CONTRACTOR IS RESPONSIBLE FOR ALL GRASS, WEED AND SEED CONTROL FOR THE DURATION OF THE PROJECT WITHIN THE CONSTRUCTION LIMITS. GRASS AND WEEDS SHALL BE MAINTAINED TO HEIGHT LIMIT OF ONE FOOT.

D. POORLY MAINTAINED FENCING AND GATES. FENCING AND GATES SHALL BE MAINTAINED TO RESTRICT WILDLIFE FROM ACCESSING THE AIRPORT. REFER TO SECTION 7.SUBSECTION C. FOR THE PERIMETER FENCING AND GATE REQUIREMENTS. NOTIFY THE AIRPORT MANAGER OF ANY WILDLIFE ENCOUNTERS DURING THE PROJECT.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT. WHILE IT IS NOT ANTICIPATED THAT THE PROJECT WILL IMPACT EXISTING WILDLIFE HABITAT, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE AIRPORT SPONSOR OF ALL WILDLIFE SIGHTINGS; INCLUDING LOCATION, WILDLIFE TYPE, TIME OF DAY, ETC. TREE REMOVAL AND TRIMMING IS ALLOWED ONLY FROM NOVEMBER 1, 2024 TO MARCH 31, 2025.

9. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

MATERIALS CAPABLE OF CREATING FOD MUST BE CONTINUOUSLY REMOVED DURING THE CONSTRUCTION PROJECT. FAILURE TO COMPLY WILL RESULT IN SHUT DOWN OF CONSTRUCTION ACTIVITIES UNTIL SAFETY FEATURES ARE INTACT.

- A. PAVEMENT. PAVEMENT OPEN TO TRAFFIC SHALL BE SWEEPED, AS DIRECTED BY ENGINEER OR AIRPORT MANAGER. REFER TO SECTION 12 FOR INSPECTION REQUIREMENTS.
- B. TRASH. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A TRASH RECEPTACLE ON SITE FOR CONSTRUCTION DEBRIS AND MISCELLANEOUS DAILY WASTE. RECEPTACLES SHALL BE EMPTIED ON A ROUTINE BASIS.
- C. DUST. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST FOR THE DURATION OF THE PROJECT.
- D. CONSTRUCTION DEBRIS. CONTRACTOR IS RESPONSIBLE FOR DISPOSING CONSTRUCTION DEBRIS IN A LEGAL MANNER OFF-SITE.

10. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

CONTRACTOR SHALL HANDLE ALL HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT WITH THE RELEVANT AUTHORITIES AND PURSUANT TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

- A. FUEL DELIVERIES. SHALL BE RESTRICTED TO THE CONTRACTOR'S STAGING AND STORAGE AREA. THE CONTRACTOR SHALL PROVIDE A COPY OF THE SPILL RECOVERY PROCEDURES PRIOR TO THE MOBILIZING ON SITE.
- B. MATERIAL SAFETY DATA SHEETS (MSDS). SHALL BE ONSITE FOR ALL HAZMAT MATERIALS. METHODS SHALL BE IDENTIFIED BY THE CONTRACTOR FOR RESPONDING TO HAZARDOUS SPILLS.
- C. CLEAN-UP. CONTRACTOR MUST BE PREPARED TO EXPEDITIOUSLY CONTAIN AND CLEAN-UP SPILLS RESULTING FROM FUEL OR HYDRAULIC FLUID LEAKS.
- D. TRANSPORT AND HANDLING. THE TRANSPORT AND HANDLING OF OTHER HAZARDOUS MATERIALS ON THE AIRPORT REQUIRING SPECIAL PROCEDURES SHALL COMPLY WITH AC 150/5320-15 "MANAGEMENT OF AIRPORT INDUSTRIAL WASTE".

11. NOTIFICATION OF CONSTRUCTION ACTIVITIES

- CONTACTS:
- POLICE / MEDICAL: 785-263-1213
 - FIRE: 785-263-1121
 - AIRPORT: JIM CURTIS: 785-263-3970
 - ENGINEER: DIANE HOFER, OLSSON, OFFICE: 402-458-5681 OR CELL: 402-641-4468

- A. LIST OF RESPONSIBLE REPRESENTATIVES. CONTRACTOR SHALL PROVIDE A LIST OF RESPONSIBLE REPRESENTATIVES AS PART OF THE SPCD, PRIOR TO THE PRECONSTRUCTION MEETING. RPR AND AIRPORT MANAGER SHALL BE NOTIFIED IMMEDIATELY OF ANY OPERATIONS ON SITE THAT MAY ADVERSELY AFFECT THE AOA. AIRPORT MANAGER SHALL NOTIFY AIRPORT TENANTS AND USERS.
- B. EMERGENCY CONTACTS. CONTRACTOR SHALL MAINTAIN A LIST OF RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT FOR THEIR COMPANY AND THEIR SUBCONTRACTORS, DAILY CONTACT INFORMATION AND A 24-HOUR EMERGENCY CONTACT. THIS LIST SHALL BE POSTED IN A VISIBLE LOCATION ON SITE. IN ADDITION, THE EMERGENCY CONTACTS LISTED ON THE CSPP DRAWINGS SHALL ALSO BE POSTED.
- C. NOTICE TO AIRMEN (NOTAM). NOTAMS SHALL BE ISSUED BY PERSONS NAMED IN THE CSPP SHEET(S). A MINIMUM OF SEVEN (7) DAYS IS REQUIRED PRIOR TO CLOSURE OF ANY AIRPORT OPERATIONS AREA (RUNWAYS, TAXIWAY, OR APRON AREA).

CONTRACTOR SHALL MAINTAIN CONTINUOUS COMMUNICATION WITH THE AIRPORT MANAGER AND RPR TO ENSURE NOTAMS ARE ISSUED, MAINTAINED AND CANCELED IN RELATION TO CONSTRUCTION PROGRESS.

- D. EMERGENCY NOTIFICATION PROCEDURES. IN THE EVENT OF AN EMERGENCY, THE CONTRACTOR SHALL CALL 911. CONTRACTOR SHALL NOTIFY THE EMERGENCY PERSONNEL LISTED ABOVE AS REQUIRED. ENGINEER AND AIRPORT MANAGER SHALL BE NOTIFIED AS SOON AS POSSIBLE AT THE TIME OF THE INCIDENT.
- E. COORDINATION WITH ARFF. ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT'S PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.
- F. NOTIFICATION TO THE FAA. CONTRACTOR WILL BE REQUIRED TO MAINTAIN A BATCH PLANT, STOCKPILES, ETC. CLEAR OF THE PART 77 SURFACES. AIRSPACE APPROVAL FROM THE FAA WILL BE REQUIRED PRIOR TO CONSTRUCTION OF BATCH PLANTS, CRANE, ETC. ENGINEER SHALL NOTIFY THE FAA OF ANY CONDITIONS ADVERSELY AFFECTING THE OPERATIONAL SAFETY OF THE AIRPORT. A REMEDIAL PLAN SHALL BE PRESENTED TO THE FAA AT THE TIME OF REPORTING.

G. SHUTDOWN OF NAVAIDS. CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER AND ENGINEER PRIOR TO SHUTDOWN OF NAVAIDS. LOCAL NAVAIDS: SEVEN (7) DAYS NOTICE

12. INSPECTION REQUIREMENT

- A. DAILY (OR MORE FREQUENT) INSPECTIONS. CLOSURE X'S, BARRICADES, AND HAZARD LIGHTING SHALL BE INSPECTED DAILY BY RESIDENT PROJECT REPRESENTATIVE (RPR) AND CONTRACTOR TO ENSURE COMPLIANCE WITH SPECIFICATIONS. ANY DEFICIENCIES SHALL BE FIXED IMMEDIATELY. FAILURE TO COMPLY WILL RESULT IN SHUT DOWN OF CONSTRUCTION ACTIVITIES UNTIL SAFETY FEATURES ARE INTACT.
- B. INTERIM INSPECTIONS. INSPECTIONS SHOULD BE CONDUCTED OF ALL AREAS TO BE (RE)OPENED TO AIRCRAFT TRAFFIC TO ENSURE THE PROPER OPERATION OF LIGHTS AND SIGNS, FOR CORRECT MARKINGS, AND ABSENCE OF FOD. THE CONTRACTOR SHOULD CONDUCT AN INSPECTION OF THE WORK AREA WITH RPR AND/OR AIRPORT OPERATIONS PERSONNEL. THE CONTRACTOR SHOULD ENSURE THAT ALL CONSTRUCTION MATERIALS HAVE BEEN SECURED, ALL PAVEMENT SURFACES HAVE BEEN SWEEP CLEAN, ALL TRANSITION RAMPS HAVE BEEN PROPERLY CONSTRUCTED, SAFETY AREAS ARE COMPLIANT AND THAT SURFACES HAVE BEEN APPROPRIATELY MARKED FOR AIRCRAFT TO OPERATE SAFELY. ONLY IF ALL ITEMS ON THE LIST MEET WITH THE RPR AND/OR AIRPORT OPERATOR'S APPROVAL SHOULD THE AREA BE OPENED TO AIRCRAFT OPERATIONS. THE CONTRACTOR IS REQUIRED TO RETAIN A SUITABLE WORKFORCE AND THE NECESSARY EQUIPMENT AT THE WORK AREA FOR ANY LAST-MINUTE CLEANUP THAT MAY BE REQUESTED BY THE RPR AND/OR AIRPORT OPERATOR PRIOR TO OPENING THE AREA.
- C. FINAL INSPECTIONS. FINAL INSPECTIONS ARE REQUIRED AS DIRECTED BY AIRPORT MANAGER OR ENGINEER.

13. UNDERGROUND UTILITIES

CAUTION SHALL BE USED WHEN WORKING NEAR EXISTING LIGHT FIXTURES, UNDERGROUND ELECTRICAL DUCTS, UNDERGROUND ELECTRICAL CABLE AND ANY OTHER AIRPORT FIXTURE. CONTRACTOR SHALL PAY ATTENTION TO PREVENT ANY UNSCHEDULED INTERRUPTIONS OF UTILITY SERVICES AND FACILITIES.

- A. FAA AND PUBLIC UTILITIES. THE CONTRACTOR SHALL CONTACT KANSAS ONE-CALL (316-687-2102) TO LOCATE PUBLIC UTILITIES. FINAL INSPECTIONS ARE REQUIRED AS DIRECTED BY AIRPORT MANAGER OR ENGINEER. CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT UTILITY LINES FOR THE DURATION OF THE PROJECT.

B. AIRPORT UTILITIES. THE CONTRACTOR SHALL ATTEMPT TO LOCATE THE OWNER'S UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTACT INFORMATION WILL BE PROVIDED BY OWNER DURING THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT UTILITY LINES FOR THE DURATION OF THE PROJECT.

C. PRIVATE UTILITIES. UTILITIES ARE KNOWN TO EXIST WITHIN OR NEAR THE PROJECT WORK LIMITS. THE CONTRACTOR SHALL ATTEMPT TO LOCATE ANY UTILITIES WITHIN PROJECT WORK LIMITS. IF ADDITIONAL PRIVATE UTILITIES BECOME KNOWN, THE INFORMATION WILL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT UTILITY LINES FOR THE DURATION OF THE PROJECT.

14. PENALTIES

CONTRACTOR NEGLIGENCE ON THE AIRPORT WILL NOT BE TOLERATED. NONCOMPLIANCE WITH THE CSPP WILL RESULT IN SHUTTING DOWN CONSTRUCTION OPERATIONS UNTIL COMPLIANCE IS OBTAINED AND UP TO POSSIBLE EXPULSION FROM THE AIRPORT. ANY COST INVOLVED WITH NONCOMPLIANCE TO THE CSPP SHALL BE AT THE CONTRACTOR'S EXPENSE.

15. SPECIAL CONDITIONS

IF AN AIRCRAFT ACCIDENT OCCURS, NOTIFY THE EMERGENCY PERSONNEL AS IDENTIFIED IN SECTION 11. IDENTIFY ANY SPECIAL CONDITIONS THAT WOULD REQUIRE SPECIAL SAFETY MITIGATION OR SUSPENSION OF CONSTRUCTION ACTIVITIES, SUCH AS LOW VISIBILITY OPERATIONS OR AIRCRAFT IN DISTRESS.

16. RUNWAY AND TAXIWAY VISUAL AIDS

- A. GENERAL. AIRPORT MARKINGS, LIGHTING, SIGNS AND VISUAL NAVAIDS MUST BE CLEARLY VISIBLE TO PILOTS, NOT MISLEADING, CONFUSING, OR DECEPTIVE. ALL MUST BE SECURED IN PLACE TO PREVENT MOVEMENT BY PROP WASH, JET BLAST, WING VORTICES, AND OTHER WIND CURRENTS AND CONSTRUCTED OF MATERIALS THAT WILL MINIMIZE DAMAGE TO AN AIRCRAFT IN THE EVENT OF INADVERTENT CONTACT. ITEMS USED TO SECURE SUCH MARKINGS MUST BE OF A COLOR SIMILAR TO THE MARKING. REFER TO CSPP DRAWINGS FOR DURATION AND DETAILS.
- B. MARKINGS. NO TEMPORARY CHANGES TO AIRPORT MARKING WILL BE REQUIRED FOR THE PHASING OF THIS PROJECT.
- C. LIGHTING AND VISUAL NAVAIDS. LIGHTING AND VISUAL AIDS WILL NOT BE AFFECTED REFER TO THE CSPP DRAWINGS AND PLANS FOR DETAILS.
- D. SIGNS. AIRPORT SIGNAGE WILL NOT BE AFFECTED DURING THE PROJECT.

17. MARKING AND SIGNS FOR ACCESS ROUTES

MARKING AND SIGNS SHALL BE IN CONFORMANCE WITH AC 150/5340-18 AND THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL (MUTCD) AND/OR STATE HIGHWAY SPECIFICATION, NOT HAND LETTERED. ALL SIGNS SHALL BE FRANGIBLE AND COMPLY WITH HEIGHT RESTRICTIONS AS SHOWN ON THE PROJECT SAFETY PLANS.

18. HAZARD MARKING AND LIGHTING AND SIGNAGE

- A. PURPOSE. HAZARD MARKING, LIGHTING, AND SIGNING PREVENT PILOTS FROM ENTERING AREAS CLOSED TO AIRCRAFT AND PREVENT CONSTRUCTION PERSONNEL FROM ENTERING AREAS OPEN TO AIRCRAFT. MAINTENANCE OF THE HAZARD MARKING AND LIGHTING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL DESIGNATE A REPRESENTATIVE TO BE ON CALL 24 HOURS A DAY FOR EMERGENCY MAINTENANCE OF AIRPORT HAZARD LIGHTING AND BARRICADES.
- B. EQUIPMENT.
- I. BARRICADES. BARRICADES PER MUTCD ARE REQUIRED FOR THIS PROJECT.
- II. LIGHTS. FLASHING LIGHTS ON BARRICADES REQUIRED FOR THIS PROJECT.
- III. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION. LIGHTING EQUIPMENT IS NOT REQUIRED FOR THIS PROJECT.

19. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

- CONTRACTOR IS RESPONSIBLE FOR DEMARCATING THE RUNWAY AND TAXIWAY SAFETY AREAS AS SHOWN ON THE CSPP DRAWINGS. MATERIALS FOR IDENTIFYING THE RESTRICTED AREAS, IF NOT IDENTIFIED, SHALL BE APPROVED BY ENGINEER PRIOR TO INSTALLATION. REFER TO SECTION 7 FOR ACCESS AND STOCKPILE REQUIREMENTS.
- A. RUNWAY SAFETY AREA (RSA). RUNWAY CLOSURE X'S AND NOTAMS SHALL BE IN PLACE PRIOR TO PERSONNEL AND CONSTRUCTION EQUIPMENT ENCRDACHING IN SAFETY AREA. REFER TO CSPP DRAWINGS AND SECTION 18 FOR HAZARD MARKING AND LIGHTING. ALL EXCAVATION WITHIN THE RSA SHALL BE FILLED PRIOR TO REOPENING TO TRAFFIC. SHARP DROP OFFS ON EDGE OF PAVEMENT ARE NOT ACCEPTABLE.
- B. RUNWAY OBJECT FREE AREA (ROFA). CONSTRUCTION EQUIPMENT SHALL NOT EXCEED 15 FEET IN HEIGHT WITHIN THE ROFA, UNLESS THE ADJACENT RUNWAY IS CLOSED. EQUIPMENT AND MATERIALS ARE TO BE REMOVED FROM THE ROFA WHEN NOT IN USE.
- C. TAXIWAY SAFETY AREA (TSA). TAXIWAY CLOSURE X'S AND BARRICADES AS SHOWN ON THE CSPP DRAWINGS SHALL BE IN PLACE PRIOR TO PERSONNEL AND CONSTRUCTION EQUIPMENT ENCRDACHING IN SAFETY AREA. REFER TO SAFETY PLAN AND SECTION 18 FOR HAZARD MARKING AND LIGHTING. ALL EXCAVATION WITHIN THE TSA SHALL BE FILLED AND PROPERLY GRADED PRIOR TO REOPENING TO TRAFFIC. SHARP DROP OFFS ON EDGE OF PAVEMENT ARE NOT ACCEPTABLE.
- D. TAXIWAY OBJECT FREE AREA (TOFA). CONSTRUCTION EQUIPMENT AND STOCKPILE SHALL NOT ENCRDACH ON THE TAXIWAY OBJECT FREE AREA.
- E. RUNWAY OBJECT FREE ZONE (ROFZ). RUNWAY CLOSURE X'S AND NOTAMS SHALL BE IN PLACE PRIOR TO PERSONNEL AND CONSTRUCTION EQUIPMENT ENCRDACHING IN THE OBJECT FREE ZONE. REFER TO CSPP DRAWINGS AND SECTION 18 FOR HAZARD MARKING AND LIGHTING.
- F. RUNWAY APPROACH/DEPARTURE SURFACES. CONSTRUCTION EQUIPMENT AND PERSONNEL SHALL NOT ENCRDACH ON APPROACH/DEPARTURE SURFACES.

20. OTHER LIMITATIONS ON CONSTRUCTION

- ALL CONSTRUCTION TRAFFIC SHALL YIELD TO ANY VEHICLES USING THE STREETS..
- THE USE OF OPEN FLAME, WELDING OR TORCHES IS PROHIBITED UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THE AIRPORT OPERATOR HAS APPROVED THEIR USE.
- THE USE OF FLARE POTS WITHIN THE AOA (AIRPORT OPERATING AREA) IS PROHIBITED AT ANY TIME.
- THE USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000 FEET OF THE AIRPORT PROPERTY IS PROHIBITED

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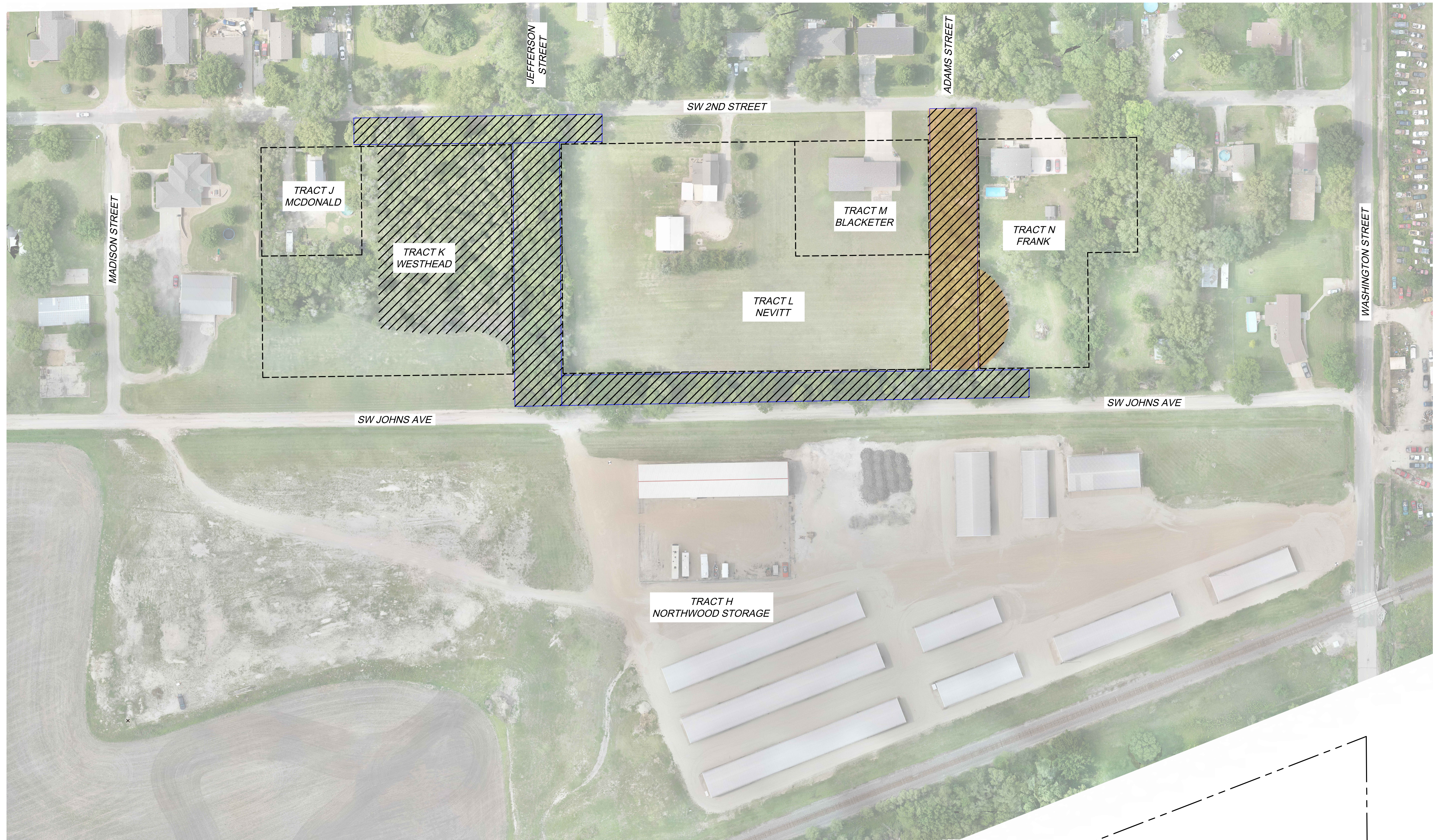
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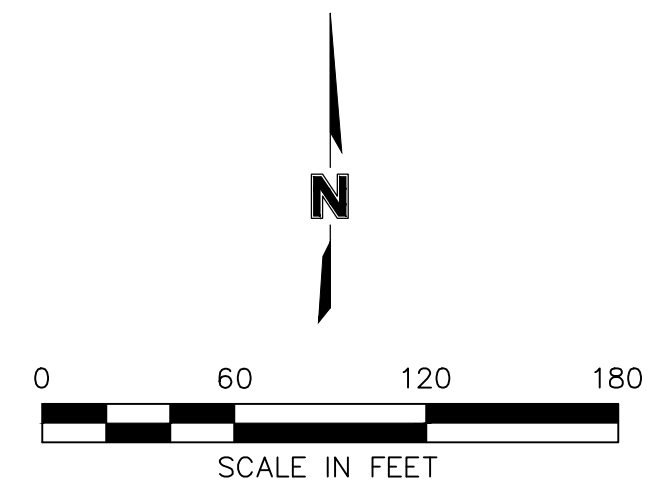
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REMOVAL PLAN - OVERALL

LEGEND	
CLEARING AND GRUBBING – BASE BID	
CLEARING AND GRUBBING – ALT BID	
AIRPORT EASEMENT LINE	
CITY RIGHT-OF-WAY PROJECT AREA	



drawn by: _____ SDN
checked by: _____ JTO
approved by: _____ DJH
QA/QC by: _____
project no.: _____ 023-01278
drawing no.: _____
date: _____ 04.25.2024

REMOVAL SHEET - OVERALL	
TREE CLEARING & GRADING	
ABILENE, KANSAS	AIP NO. 3-20-0001-017 / 019
	2024

REMOVAL SHEET - OVERALL

TREE CLEARING & GRADING

ABILENE, KANSAS	AIP NO. 3-20-0001-017 / 019	2024
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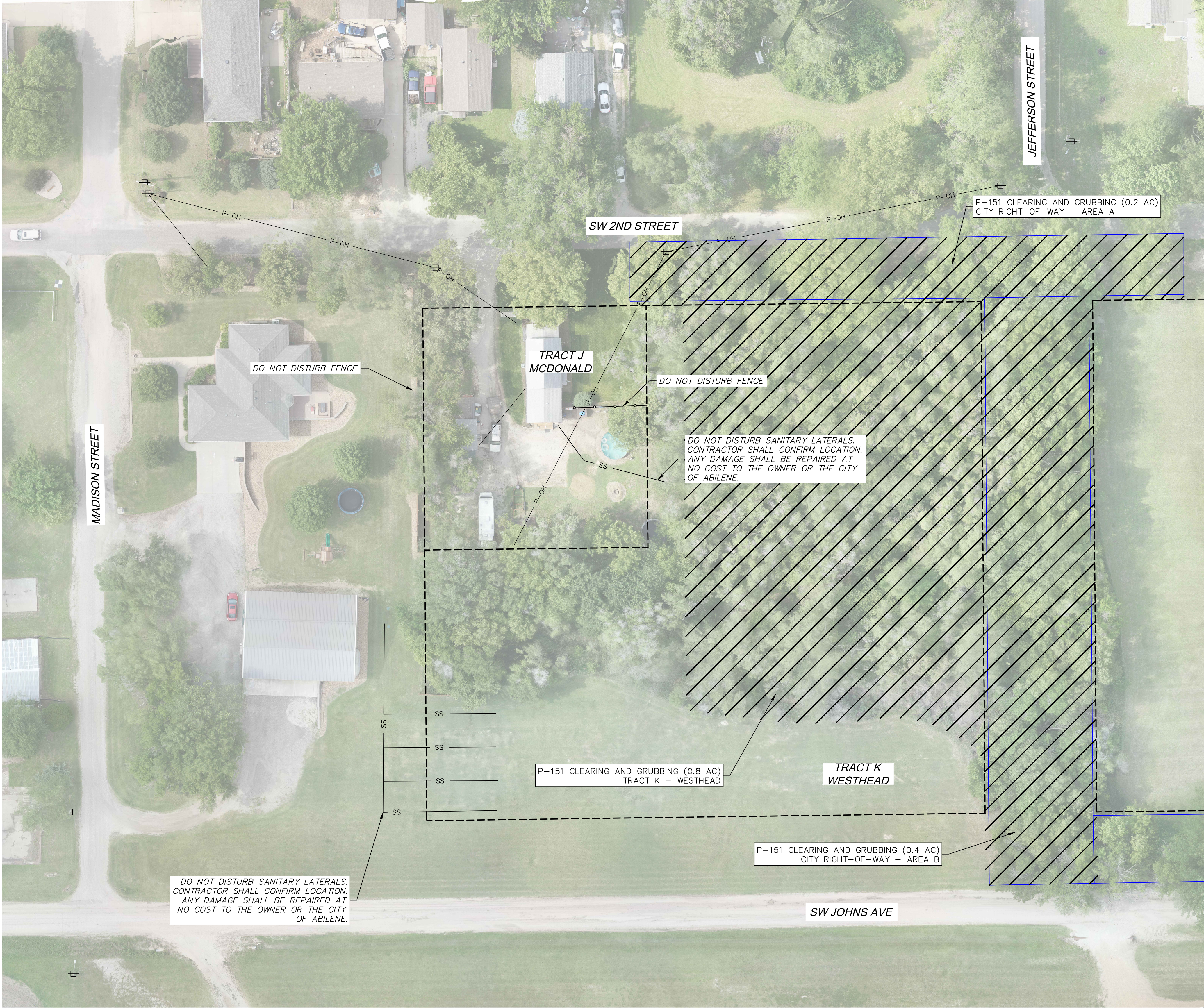
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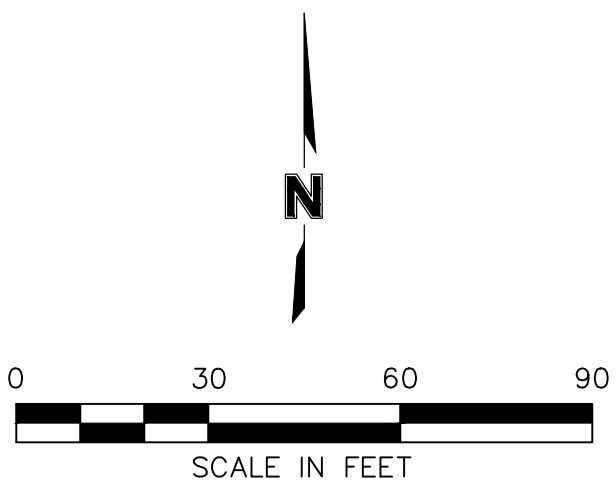
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REMOVAL PLAN - TRACT J & K



LEGEND	
CLEARING AND GRUBBING	
AIRPORT EASEMENT LINE	
CITY RIGHT-OF-WAY PROJECT AREA	

- NOTES:**
1. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO MINIMIZE DAMAGE TO EXISTING PRIVATE PROPERTIES. ANY DAMAGE WILL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY OF ABILENE OR THE PROPERTY OWNER.
 2. THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND DISPOSE OF DEBRIS PROPERLY BEFORE CLEARING AND GRUBBING. THIS IS SUBSIDIARY TO P-151 CLEARING AND GRUBBING.
 3. CLEARING AND GRUBBING SHALL CONSIST OF CLEARING THE SURFACE OF THE GROUND OF THE DESIGNATED AREAS OF ALL TREES, STUMPS, DOWN TIMBER, LOGS, SNAGS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, AND RUBBISH OF ANY NATURE, NATURAL OBSTRUCTIONS OR SUCH MATERIAL, INCLUDING THE GRUBBING OF STUMPS, ROOTS, MATTED ROOTS, FOUNDATIONS, AND THE DISPOSAL FROM THE PROJECT OF ALL SPOIL MATERIALS RESULTING FROM CLEARING AND GRUBBING.
 4. THE CONTRACTOR SHALL HAUL OFF ALL CLEARED AND GRUBBED MATERIAL FROM PROJECT SITE AND DISPOSE OF IT IN A LEGAL MANNER. THE CONTRACTOR MAY DISPOSE OF ALL MATERIAL AT THE CITY DUMP. THE CITY DUMP IS LOCATED AT THE CORNER OF 1ST STREET AND CHERRY STREET.
 5. CONTRACTOR SHALL TAKE PICTURES/VIDEOS OF EXISTING CONDITIONS PRIOR TO ANY REMOVAL OR ACCESS ONTO PRIVATE PROPERTIES.
 6. ALL DISTURBED AREAS SHALL BE GRADED SMOOTH AND RESTORED TO FINISHED GRADE TO MATCH SURROUNDING AREAS.

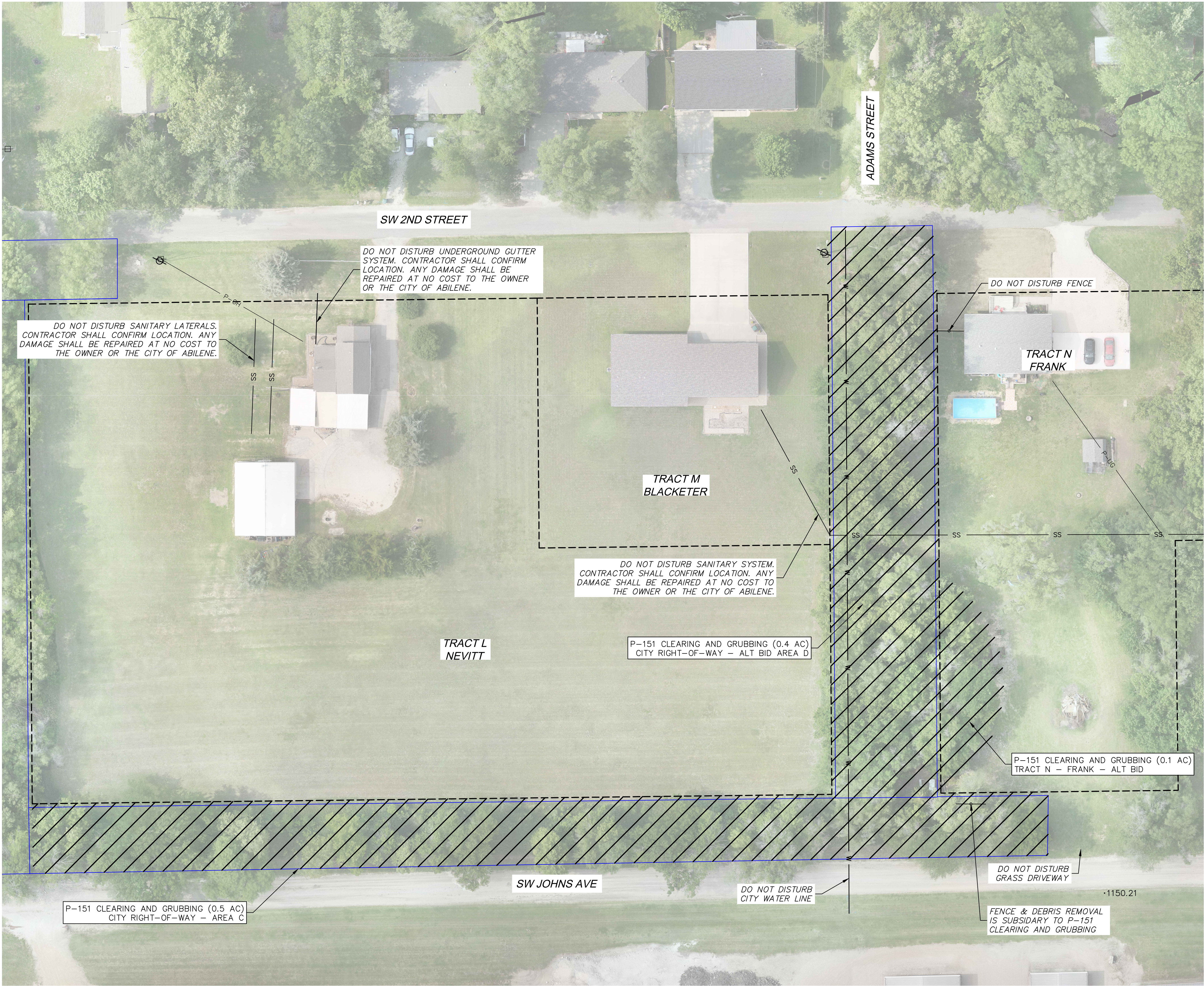
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REMOVAL PLAN - TRACT J & K		REV.	DATE	REVISIONS DESCRIPTION	
TREE CLEARING & GRADING					
ABILENE, KANSAS		AIP NO. 3-20-0001-017 / 019		2024	
drawn by: SDN		checked by: JTO		approved by: DJH	
QA/QC by:		project no.: 023-01278		drawing no.:	
date: 04.25.2024					

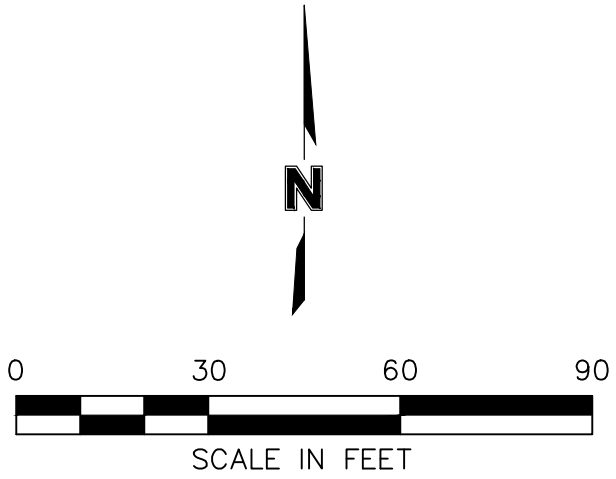
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REMOVAL PLAN - TRACT L, M & N



LEGEND	
CLEARING AND GRUBBING	
AIRPORT EASEMENT LINE	
CITY RIGHT-OF-WAY PROJECT AREA	

- NOTES:**
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO MINIMIZE DAMAGE TO EXISTING PRIVATE PROPERTIES. ANY DAMAGE WILL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY OF ABILENE OR THE PROPERTY OWNER.
 - THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND DISPOSE OF DEBRIS PROPERLY BEFORE CLEARING AND GRUBBING. THIS IS SUBSIDIARY TO P-151 CLEARING AND GRUBBING.
 - CLEARING AND GRUBBING SHALL CONSIST OF CLEARING THE SURFACE OF THE GROUND OF THE DESIGNATED AREAS OF ALL TREES, STUMPS, DOWN TIMBER, LOGS, SNAGS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, AND RUBBISH OF ANY NATURE, NATURAL OBSTRUCTIONS OR SUCH MATERIAL, INCLUDING THE GRUBBING OF STUMPS, ROOTS, MATTED ROOTS, FOUNDATIONS, AND THE DISPOSAL FROM THE PROJECT OF ALL SPOIL MATERIALS RESULTING FROM CLEARING AND GRUBBING.
 - THE CONTRACTOR SHALL HAUL OFF ALL CLEARED AND GRUBBED MATERIAL FROM PROJECT SITE AND DISPOSE OF IT IN A LEGAL MANNER. THE CONTRACTOR MAY DISPOSE OF ALL MATERIAL AT THE CITY DUMP. THE CITY DUMP IS LOCATED AT THE CORNER OF 1ST STREET AND CHERRY STREET.
 - CONTRACTOR SHALL TAKE PICTURES/VIDEOS OF EXISTING CONDITIONS PRIOR TO ANY REMOVAL OR ACCESS ONTO PRIVATE PROPERTIES.
 - ALL DISTURBED AREAS SHALL BE GRADED SMOOTH AND RESTORED TO FINISHED GRADE TO MATCH SURROUNDING AREAS.

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REMOVAL PLAN - TRACT L, M & N		REV. NO.	DATE	REVISIONS DESCRIPTION			
TREE CLEARING & GRADING							
ABILENE, KANSAS	AIP NO. 3-20-0001-017 / 019	2024	REVISIONS				
drawn by: SDN		checked by: JTO					
approved by: DJH		QA/QC by:					
project no.: 023-01278		drawing no.:					
date: 04.25.2024							

SHEET

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GRADING PLAN - TRACT J & K

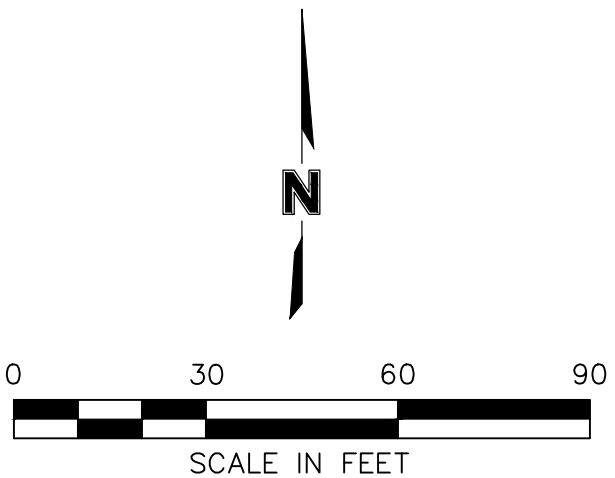
STRIP AND TOPSOIL TABLE (FOR INFORMATIONAL PURPOSES ONLY)				
AREA	UNCLASSIFIED EXCAVATION	6-INCHES TOPSOIL		
	6-INCHES STRIP (C.Y.)	IN-PLACE (C.Y.)	ADD FOR BALANCE FACTOR / SHRINK (20%) (C.Y.)	TOTAL SUITABLE MATERIAL REQUIRED (C.Y.)
NON-TREE AREA (TRACK K)	697	697	139	836
TREE AREA (TRACK K)	0	676	135	811
TREE AREA (JEFFERSON AVE.)	0	339	68	407
TREE AREA (NORTH OF SW JOHNS AVE.)	0	346	69	415
TREE AREA (SOUTH OF 2ND STREET)	0	191	38	229
EAST DITCH (SOUTH OF SW JOHNS AVE.)	322	322	64	386
ALTERNATE BID TREE AREA (ADAMS ST)	0	373	75	448
TOTAL	1,019	2,944	588	3,532

UNCLASSIFIED EXCAVATION TABLE (CUT) (FOR INFORMATIONAL PURPOSES ONLY)				
AREA	EXCAVATION (C.Y.)	UNDERCUT FOR TOPSOIL (C.Y.)	TOTAL UNCLASSIFIED EXCAVATION (C.Y.)	OFFSITE BORROW REQUIRED (C.Y.)
NON-TREE AREA (TRACK K)	569	262	831	0
TREE AREA (TRACK K)	0	0	0	3,622
TREE AREA (JEFFERSON AVE.)	0	0	0	1,616
TREE AREA (NORTH OF SW JOHNS AVE.)	0	0	0	1,256
TREE AREA (SOUTH OF 2ND STREET)	0	0	0	1,321
EAST DITCH (SOUTH OF SW JOHNS AVE.)	10	70	80	0
ALTERNATE BID TREE AREA (ADAMS ST.)	0	0	0	2,029
TOTAL	579	332	911	9,844

MISC. EMBANKMENT SELECT MATERIAL TABLE (FILL) (FOR INFORMATIONAL PURPOSES ONLY)			
AREA	SUITABLE FILL MATERIAL		
	IN-PLACE (C.Y.)	ADD FOR BALANCE FACTOR / SHRINK (30%) (C.Y.)	TOTAL SUITABLE MATERIAL REQUIRED (C.Y.)
NON-TREE AREA (TRACK K)	21	6	27
TREE AREA (TRACK K)	2,786	836	3,622
TREE AREA (JEFFERSON AVE.)	1,243	373	1,616
TREE AREA (NORTH OF SW JOHNS AVE.)	966	290	1,256
TREE AREA (SOUTH OF 2ND STREET)	1,016	305	1,321
EAST DITCH (SOUTH OF SW JOHNS AVE.)	24	8	32
ALTERNATE BID TREE AREA (ADAMS ST.)	1,561	468	2,029
TOTAL	7,617	2,286	9,903

LEGEND	
EXISTING CONTOURS	THIS PROJECT ---940.0---
PROPOSED CONTOURS	---940.0---
CONSTRUCTION LIMITS	---

- NOTES:
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO MINIMIZE DAMAGE TO EXISTING PRIVATE PROPERTIES. ANY DAMAGE OCCURRING DURING THE CLEARING AND GRUBBING PROCESS WILL BE REPAIRED AT NO ADDITIONAL COST TO THE PROPERTY OWNER.
 - REMOVE TOPSOIL WITHIN THE CONSTRUCTION BOUNDARIES. STOCKPILE TOPSOIL TEMPORARILY. TOPSOIL REMOVALS SHALL BE A MINIMUM OF 6-INCHES WITHIN THE CONSTRUCTION BOUNDARIES. STOCKPILING OF TOPSOIL SHALL BE DETERMINED BY THE OWNER/RPR AT THE TIME OF CONSTRUCTION. ALL EQUIPMENT, LABOR, MATERIALS, AND INCIDENTALS REQUIRED TO STRIP, STOCKPILE AND REPLACE MATERIAL SHALL BE PAID FOR UNDER THE BID ITEM "P-152 UNCLASSIFIED EXCAVATION". NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RE-HANDLING AND REPLACEMENT OF THE TOPSOIL.
 - DITCH EXCAVATION SHALL BE UTILIZED AS FILL MATERIAL WHERE TREE EXCAVATION HAS TAKEN PLACE. ALL EQUIPMENT, LABOR, MATERIALS, AND INCIDENTALS REQUIRED TO STRIP, STOCKPILE AND REPLACE MATERIAL SHALL BE PAID FOR UNDER THE BID ITEM "P-152 UNCLASSIFIED EXCAVATION".
 - OFF-SITE BORROW MATERIAL SHALL BE SUITABLE MATERIAL REQUIRED TO FILL TO A DEPTH OF 6-INCHES BELOW FINISHED GRADE. BORROW MATERIAL SHALL BE COLLECTED FROM AN APPROVED OFFSITE BORROW SITE.
 - OFF-SITE TOPSOIL MATERIAL SHALL BE TO A DEPTH OF 6-INCHES. TOPSOIL MATERIAL SHALL BE COLLECTED FROM AN APPROVED OFFSITE BORROW SITE.



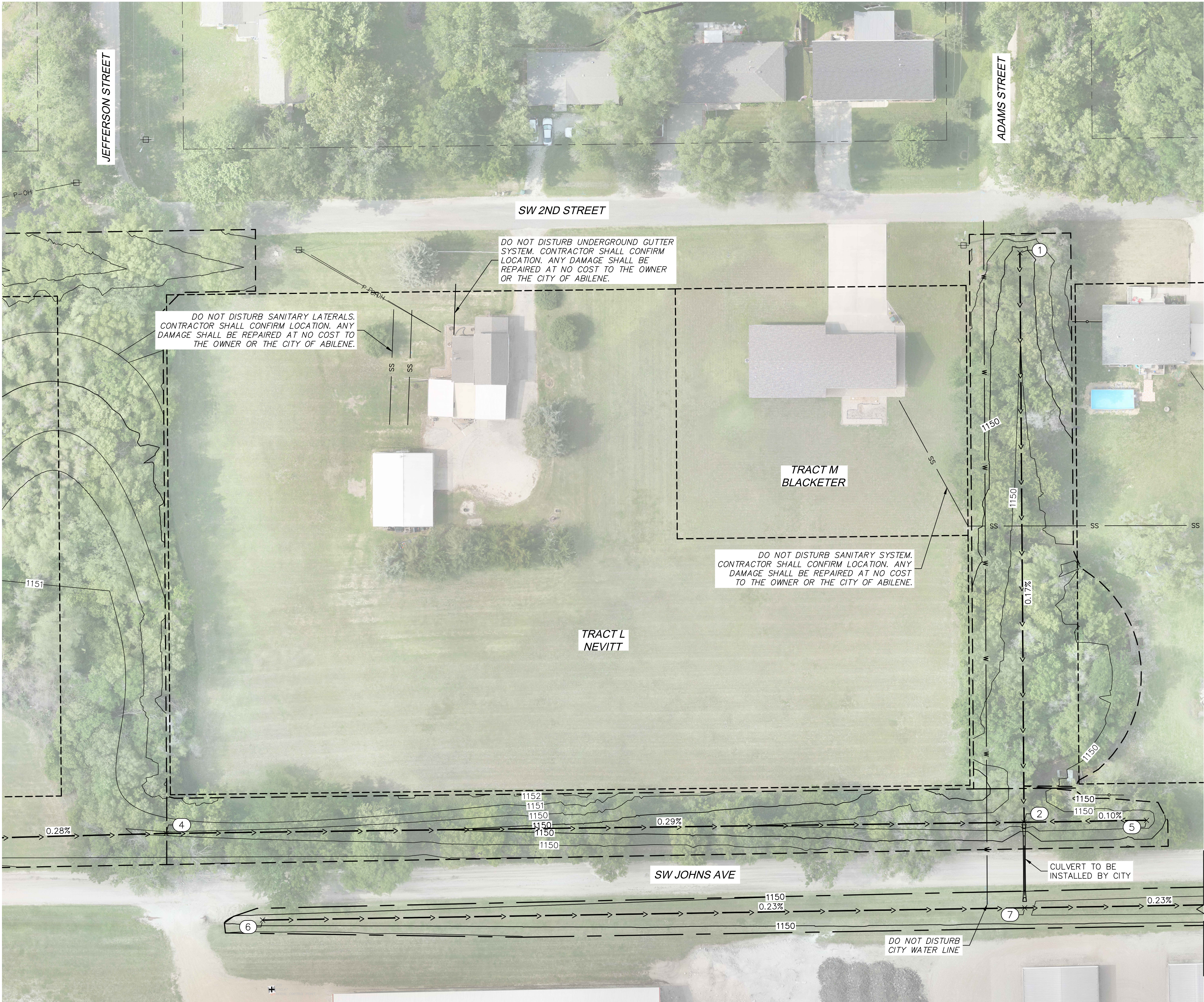
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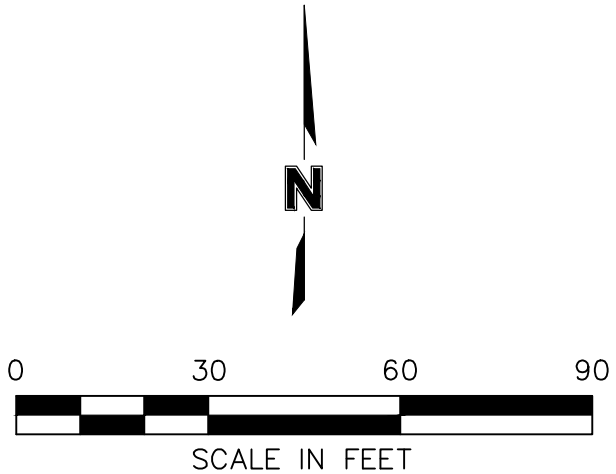


GRADING PLAN - TRACT K		REV. NO.		DATE		REVISIONS DESCRIPTION	
		REV. NO.		DATE		REVISIONS DESCRIPTION	
TREE CLEARING & GRADING							
ABILENE, KANSAS		AIP NO. 3-20-0001-017 / 019		2024		REVISIONS	
drawn by: SDN		checked by: JTO		approved by: DJH		project no.: 023-01278	
drawing no.: 023-01278		date: 04.25.2024		SHEET		10 of 15	

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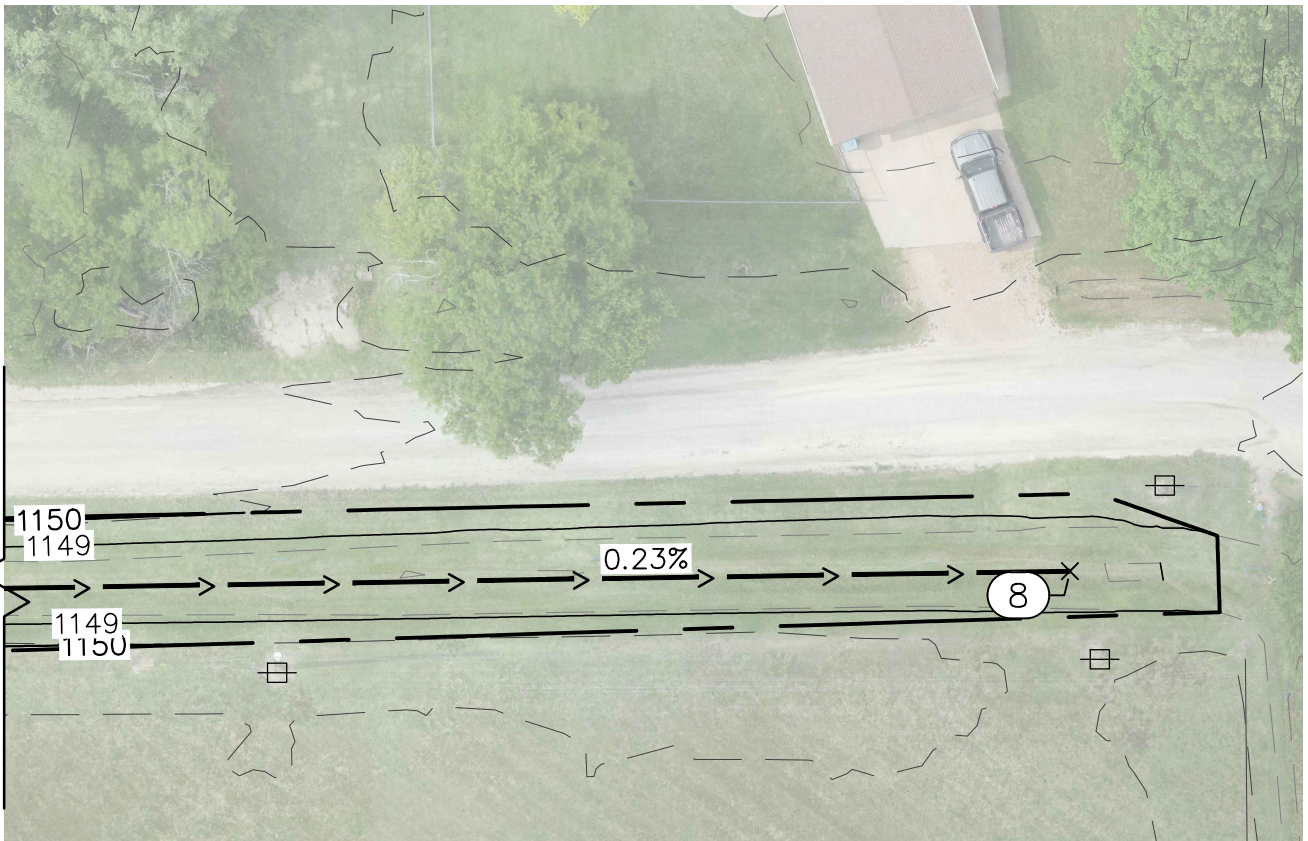
GRADING PLAN - CITY RIGHT-OF-WAY



LEGEND	THIS PROJECT
EXISTING CONTOURS	- - - 940.0 - - -
PROPOSED CONTOURS	— 940.0 —
CONSTRUCTION LIMITS	-----

NOTES:
1. REFER TO SHEET 10 FOR EARTHWORK QUANTITIES AND NOTES.

DITCH GRADING POINTS				
POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
1	212480.709	1530177.952	1149.58	FL DITCH BOTTOM
2	212167.520	1530180.238	1149.58	FL DITCH BOTTOM
3	212148.224	1529198.564	1149.58	FL DITCH BOTTOM
4	212161.394	1529708.151	1150.45	FL DITCH BOTTOM
5	212168.576	1530247.594	1149.13	FL DITCH BOTTOM
6	212113.710	1529761.241	1149.96	FL DITCH BOTTOM
7	212120.447	1530180.582	1149.01	FL DITCH BOTTOM
8	212127.404	1530613.625	1148.03	FL DITCH BOTTOM
9	212156.212	1529510.090	1151.00	FL DITCH BOTTOM

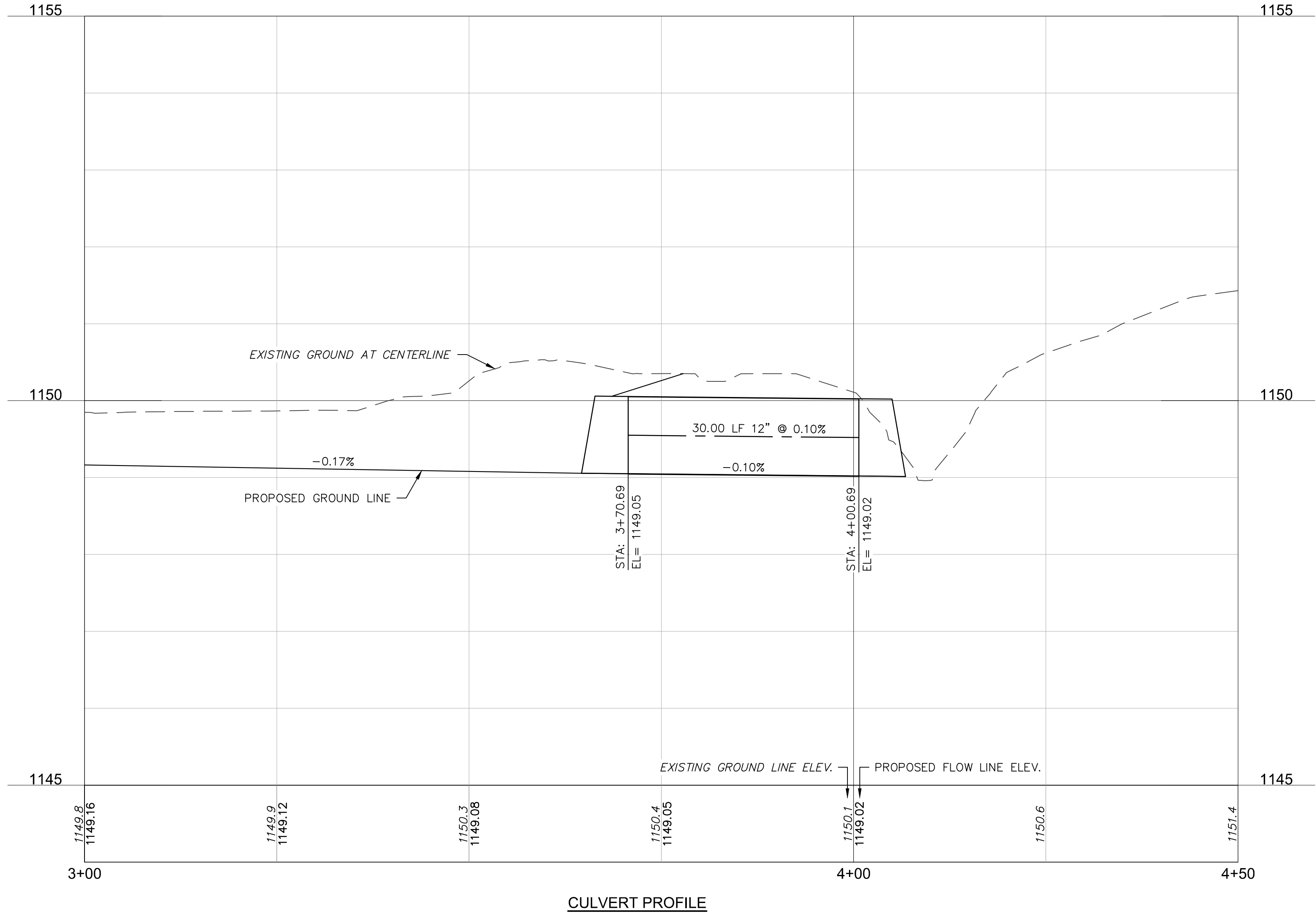


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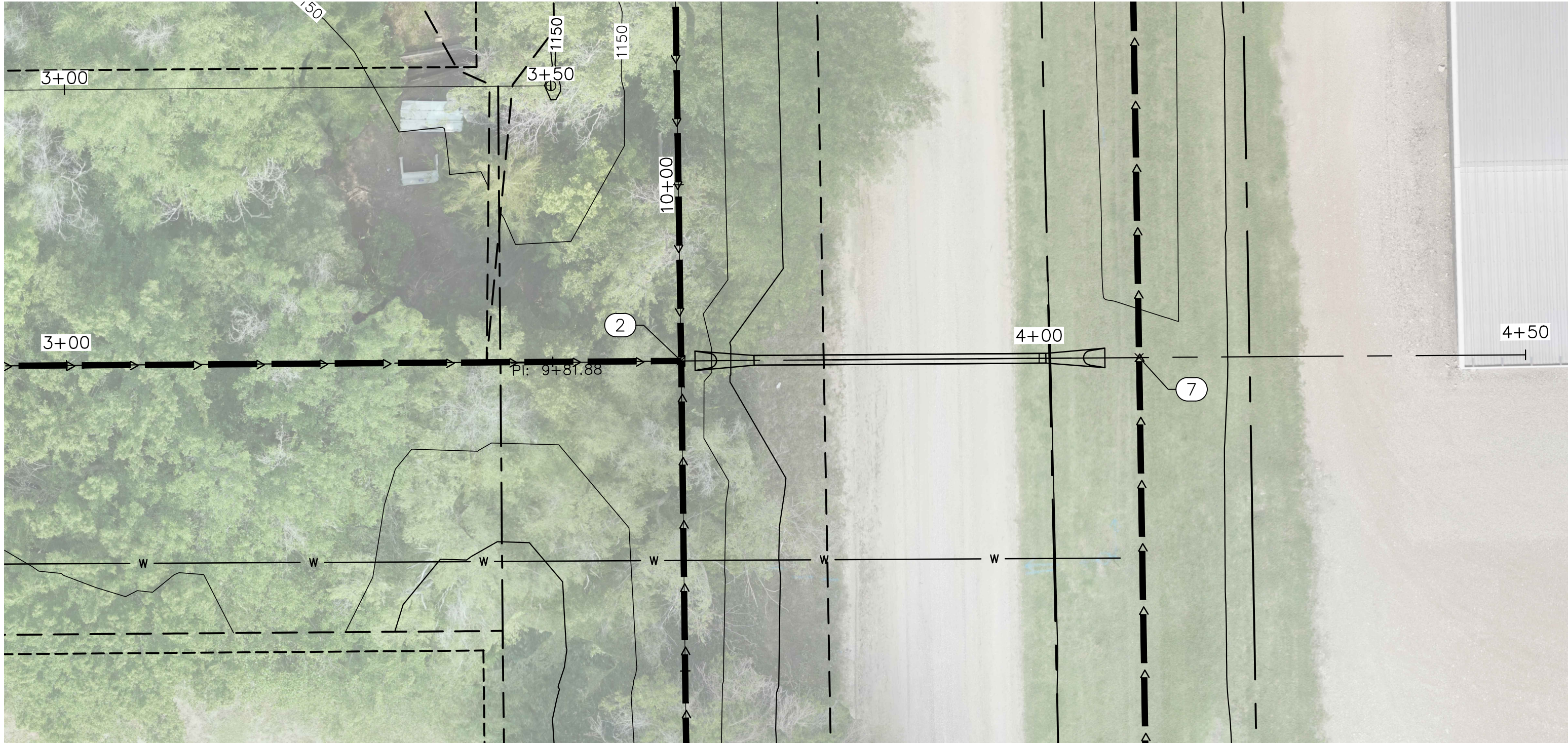
GRADING PLAN - CITY RIGHT-OF-WAY		ABILENE, KANSAS		AIP NO. 3-20-0001-017 / 019		2024	
TREE CLEARING & GRADING							
drawn by:	SDN	checked by:	JTO	approved by:	DJH	project no.:	023-01278
QA/QC by:		drawing no.:		date:	04.25.2024		

SHEET

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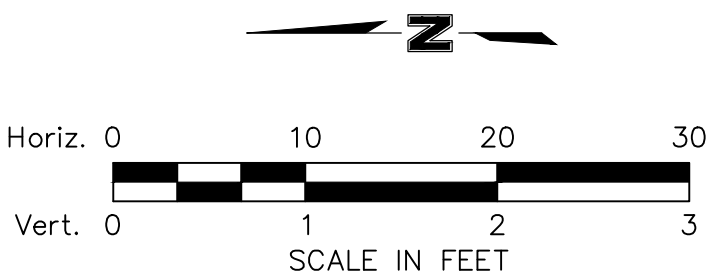
CULVERT PROFILE



CULVERT PLAN

LEGEND	THIS PROJECT
EXISTING CONTOURS	- - -940.0- - -
PROPOSED CONTOURS	—940.0—
CONSTRUCTION LIMITS	-----

- NOTES:**
- CULVERT WILL BE PROVIDED AND INSTALLED BY CITY STAFF DURING THE PROJECT. CONTRACTOR SHALL COORDINATE WITH CITY AND ENGINEER.
 - CITY WILL REPLACE THE GRAVEL ROAD SURFACE AT THEIR OWN EXPENSE.
 - PLAN AND PROFILE IS SHOWN TO ENSURE ALL PARTIES ARE KNOWLEDGEABLE ABOUT THE CULVERT LOCATION AND GRADES.



CULVERT PLAN AND PROFILE

TREE CLEARING & GRADING

drawn by: SDN

checked by: JTO

approved by: DJH

QA/QC by:

project no.: 023-01278

drawing no.:

date: 04.25.2024

ABILENE, KANSAS

AIP NO. 3-20-0001-017 / 019

2024

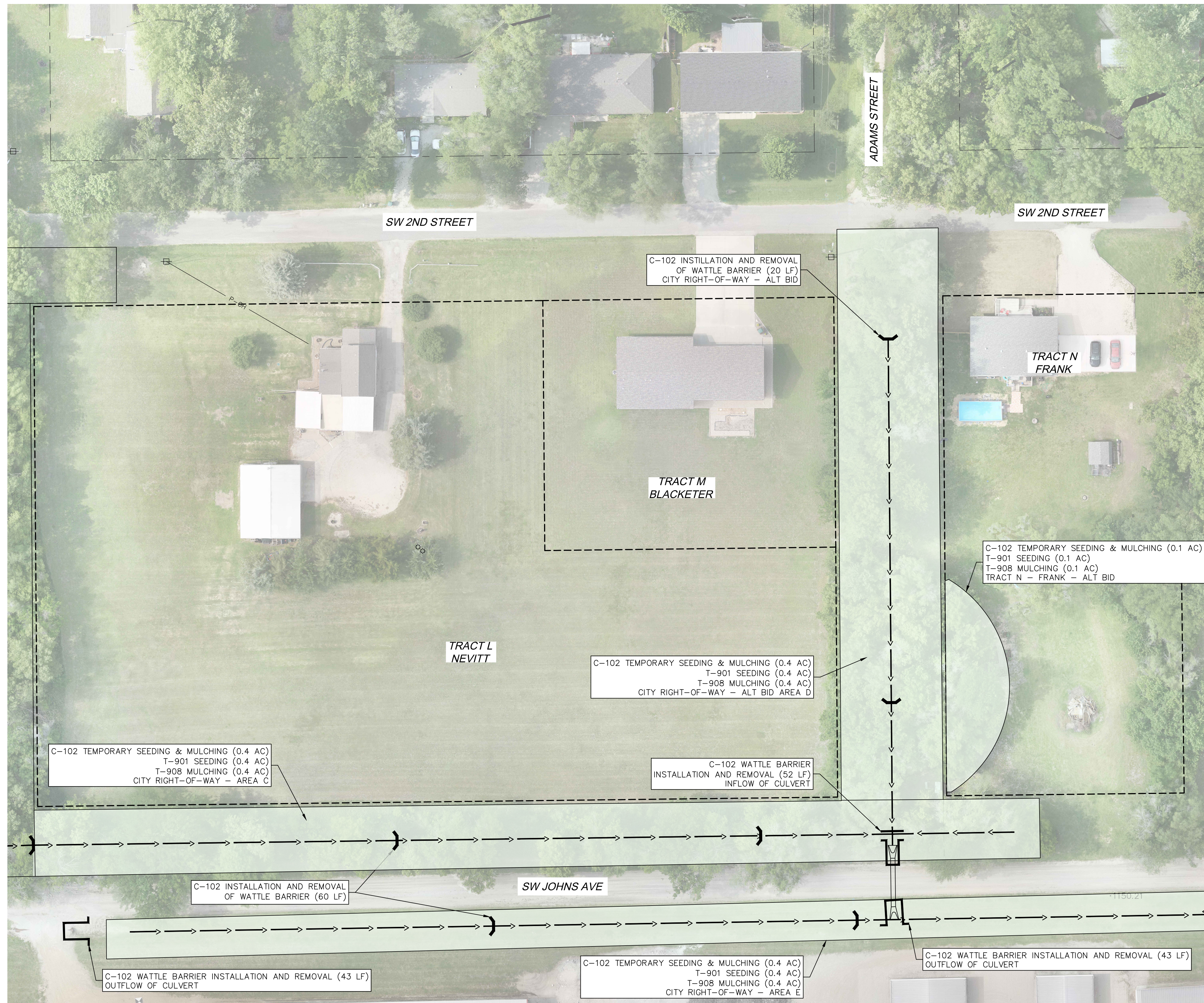
REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

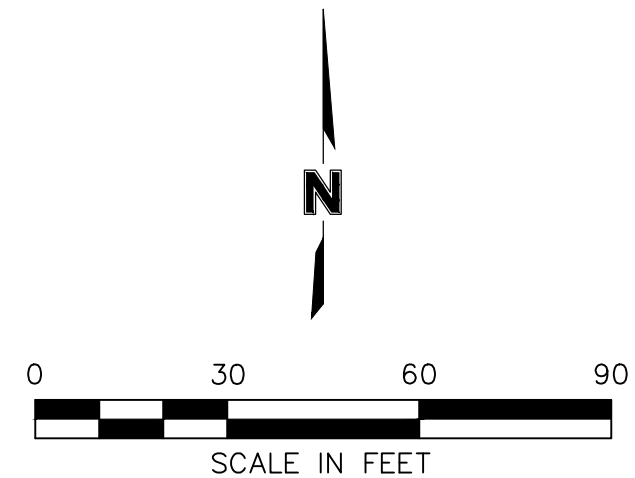
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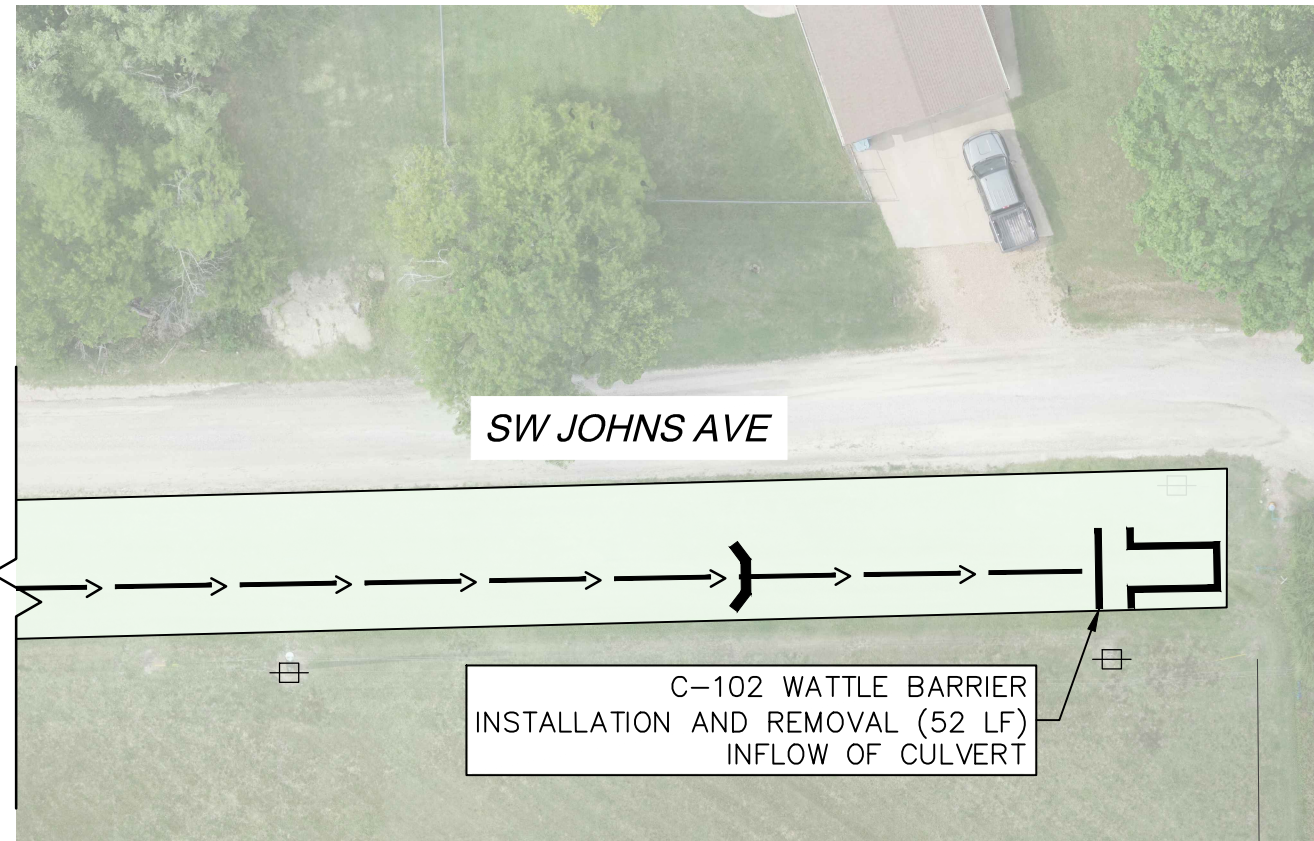
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EROSION CONTROL PLAN - TRACT L & M

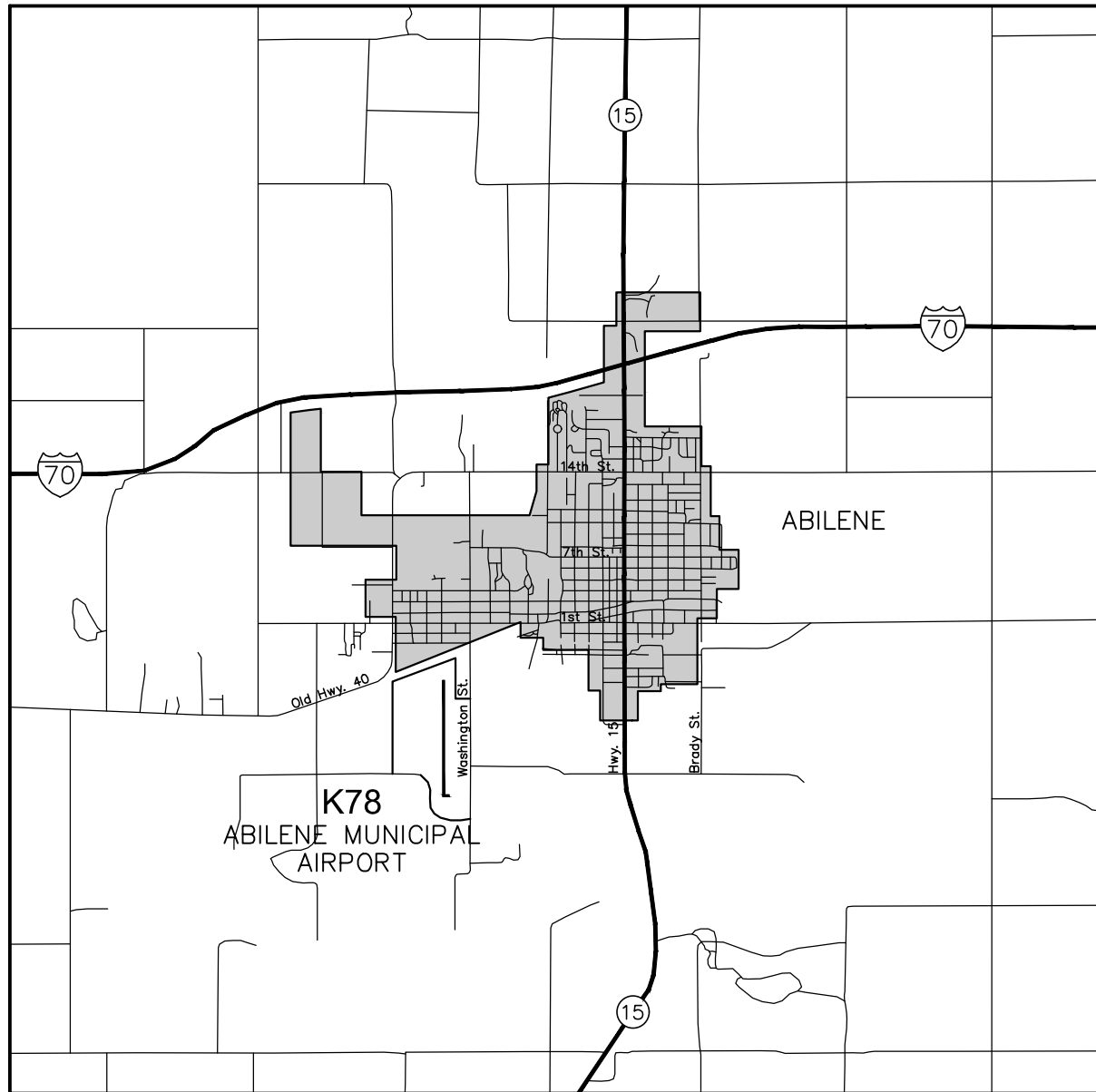


1. NPDES/SWPPP PERMIT AND REPORTING REQUIRED FOR THE DURATION OF THE PROJECT WILL BE COMPLETED BY THE CONTRACTOR. ALL MAINTENANCE OF EROSION CONTROL MEASURES IS CONSIDERED SUBSIDIARY TO MOBILIZATION OR RESPECTIVE BID ITEM. ENGINEER WILL PROVIDE A COPY OF THE APPROVED NPDES/SWPPP PERMIT PRIOR TO THE START OF GRADING.
2. WATER HAUL ROUTES / GRADING AREAS AS REQUIRED TO CONTROL DUST. ALL REQUESTS SHALL BE COMPLETED IMMEDIATELY. ALL WORK, MATERIALS, AND EQUIPMENT REQUIRED IS CONSIDERED SUBSIDIARY TO EROSION CONTROL BID ITEMS.
3. WATTLE BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. REFER TO SHEET 15 FOR DETAILS. WATTLE BARRIERS TO BE REMOVED WHEN THE REQUIREMENTS OF THE NPDES PERMIT/SWPPP PLAN.
4. IMMEDIATELY PRIOR TO PLACING TOPSOIL, LOOSEN THE SURFACE BY DISCS OR SPIKE TOOTH HARROWS, OR AS APPROVED BY THE ENGINEER, TO A MINIMUM DEPTH OF 2 INCHES. SPREAD THE TOPSOIL EVENLY TO A UNIFORM DEPTH OF 4 INCHES AFTER COMPACTION. SPREADING SHALL NOT BE DONE WHEN THE SOIL IS FROZEN, EXCESSIVELY WET, OR OTHERWISE IN A CONDITION DETRIMENTAL TO THE WORK.
5. AFTER SPREADING, BREAK UP ANY LARGE, STIFF CLODS AND HARD LUMPS WITH A PULVERIZER OR BY OTHER EFFECTIVE MEANS, AND RAKE UP ALL ROCKS (2 INCHES OR LARGER), ROOTS, LITTER, OR ANY FOREIGN MATTER. COMPACT TOPSOIL BY ROLLING WITH A CULTIPACKER OR BY OTHER MEANS APPROVED BY THE ENGINEER.
6. STORAGE / STAGING AREAS SHALL BE REMOVED AND RESTORED TO ITS ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO WORK ALREADY BEING PERFORMED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK.



EROSION LEGEND		
	EXISTING	THIS PROJECT
EXISTING CONTOUR		
PROPOSED CONTOUR		
APPROXIMATE LIMITS OF GRADING		
PROPOSED WATTLE BARRIERS		
SEEDING / MULCHING / FERTILIZING		

DWG: F:\2023\01001-01500\023-01278\40-design\AutoCAD\final plans\Sheets\ARPTVC_TTL_02301278.dwg
DATE: Apr 24, 2024 9:34am
USER: chuse



VICINITY MAP
NO SCALE

AIRPORT LOCATION:
801 SOUTH WASHINGTON STREET
ABILENE, KANSAS 67410



CALL BEFORE
YOU DIG

SPONSOR - CITY OF ABILENE

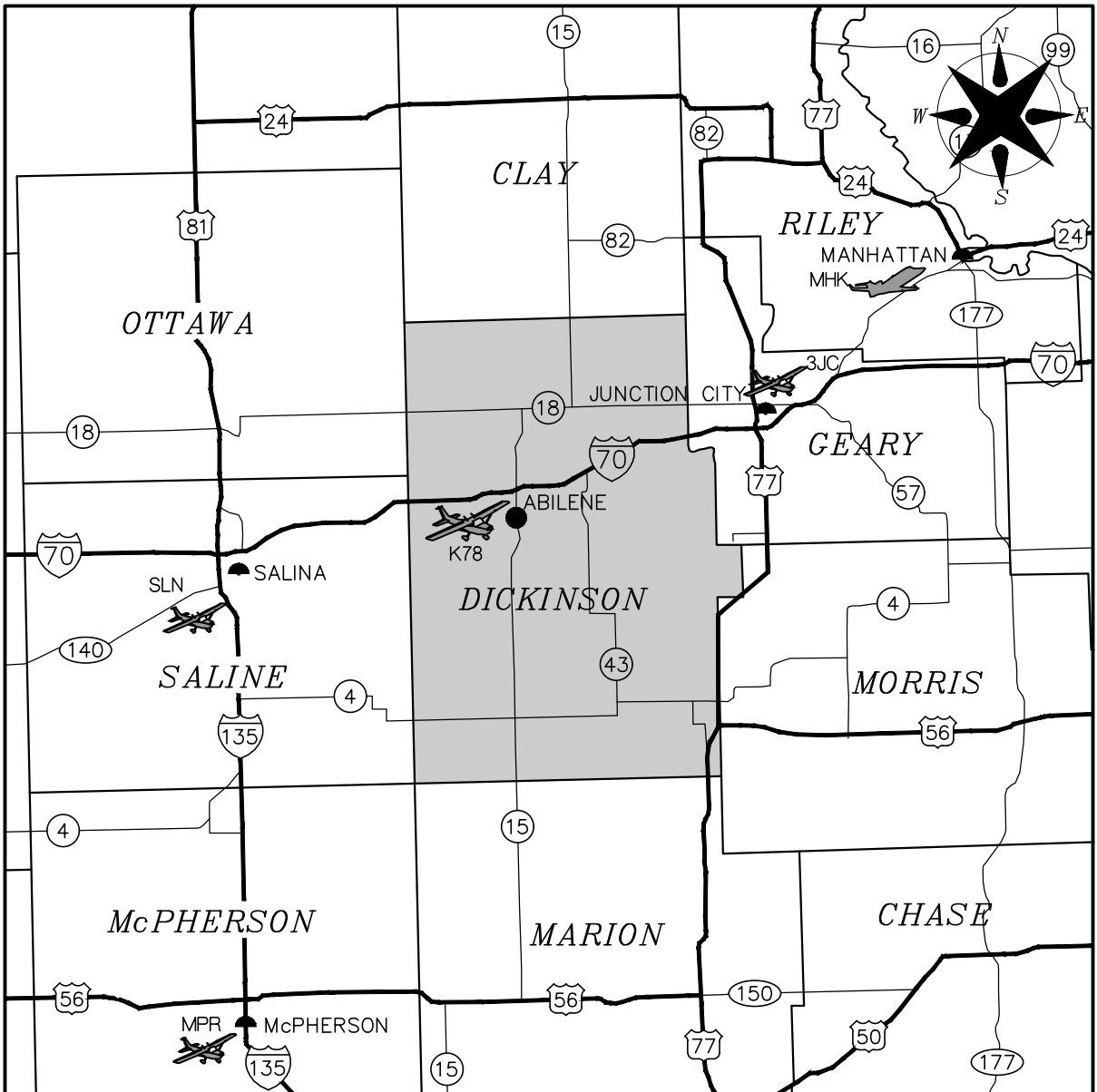
TREE CLEARING & GRADING

IMPROVEMENTS TO ABILENE MUNICIPAL AIRPORT (K78) ABILENE, KANSAS

AIP NO. 3-20-0001-017 / 019

APRIL 25, 2024
ISSUED FOR BID

SHEET INDEX	
SHEET NO.	SHEET NAME
1	COVER SHEET
2	PROJECT LAYOUT PLAN, LEGEND AND QUANTITIES
3	CONSTRUCTION SAFETY / PHASING PLAN - PHASE 1
4	TRAFFIC CONTROL PLAN AND DETAILS
5	CONSTRUCTION SAFETY / PHASING NOTES
6	CONSTRUCTION SAFETY / PHASING NOTES
7	REMOVAL SHEET - OVERALL
8	REMOVAL PLAN - TRACT J & K
9	REMOVAL PLAN - TRACT L, M & N
10	GRADING PLAN - TRACT K
11	GRADING PLAN - CITY RIGHT-OF-WAY
12	CULVERT PLAN AND PROFILE
13	EROSION CONTROL PLAN - TRACT J & K
14	EROSION CONTROL PLAN - TRACT L & M
15	EROSION CONTROL DETAILS



LOCATION MAP
NO SCALE

PROJECT LOCATED IN:
DICKINSON COUNTY
SECTION 20, TOWNSHIP 13S, RANGE 2E
SECTION 29, TOWNSHIP 13S, RANGE 2E

REV. NO.	△	DATE	DESCRIPTION	SHEET NUMBERS AFFECTED

NOTE:
1. REVISION CLOUD IDENTIFIES THE REVISION.
2. REVISIONS HAVE BEEN INCORPORATED INTO CONSTRUCTION SET. SEE REVISIONS TO SPECIFICATIONS.

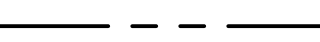
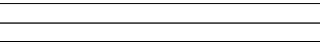
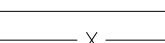
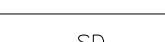
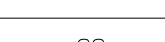
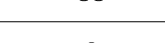
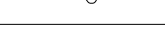
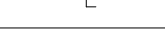
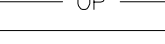
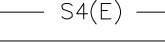
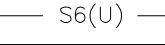
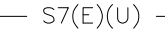
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Kansas Certificate of Authority #E-516
601 P Street, Suite 200 P.O. Box 84608
Lincoln, NE 68508 TEL 402.474.6311 www.olsson.com

TREE CLEARING & GRADING
ABILENE MUNICIPAL AIRPORT (K78) ABILENE, KANSAS
AIP NO. 3-20-0001-017 / 019 OLSSON PROJECT # 023-01278
DRAWN BY: SDN APPROVED BY: DJH

USER: chuse

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PROJECT LEGEND		
	EXISTING	THIS PROJECT
BUILDINGS		
PAVEMENT		
AIRPORT PROPERTY LINE		
AIRPORT EASEMENT LINE		
PAVED ROADS		
GRAVEL ROADS		
DIRT ROADS		
FENCE		
STORM DRAIN		
UNDERDRAIN		
SANITARY SEWER		
UNDERGROUND GAS LINE		
UNDERGROUND ELECTRIC LINE		
OVERHEAD POWER LINE		
UTILITY POLE		
RUNWAY SAFETY AREA (RSA)		
RUNWAY OBJECT FREE AREA (ROFA)		
SURFACE 4 (S4)		
SURFACE 6 (S6)		
SURFACE 7 (S7)		
PART 77 APPROACH SURFACE (APPR)		

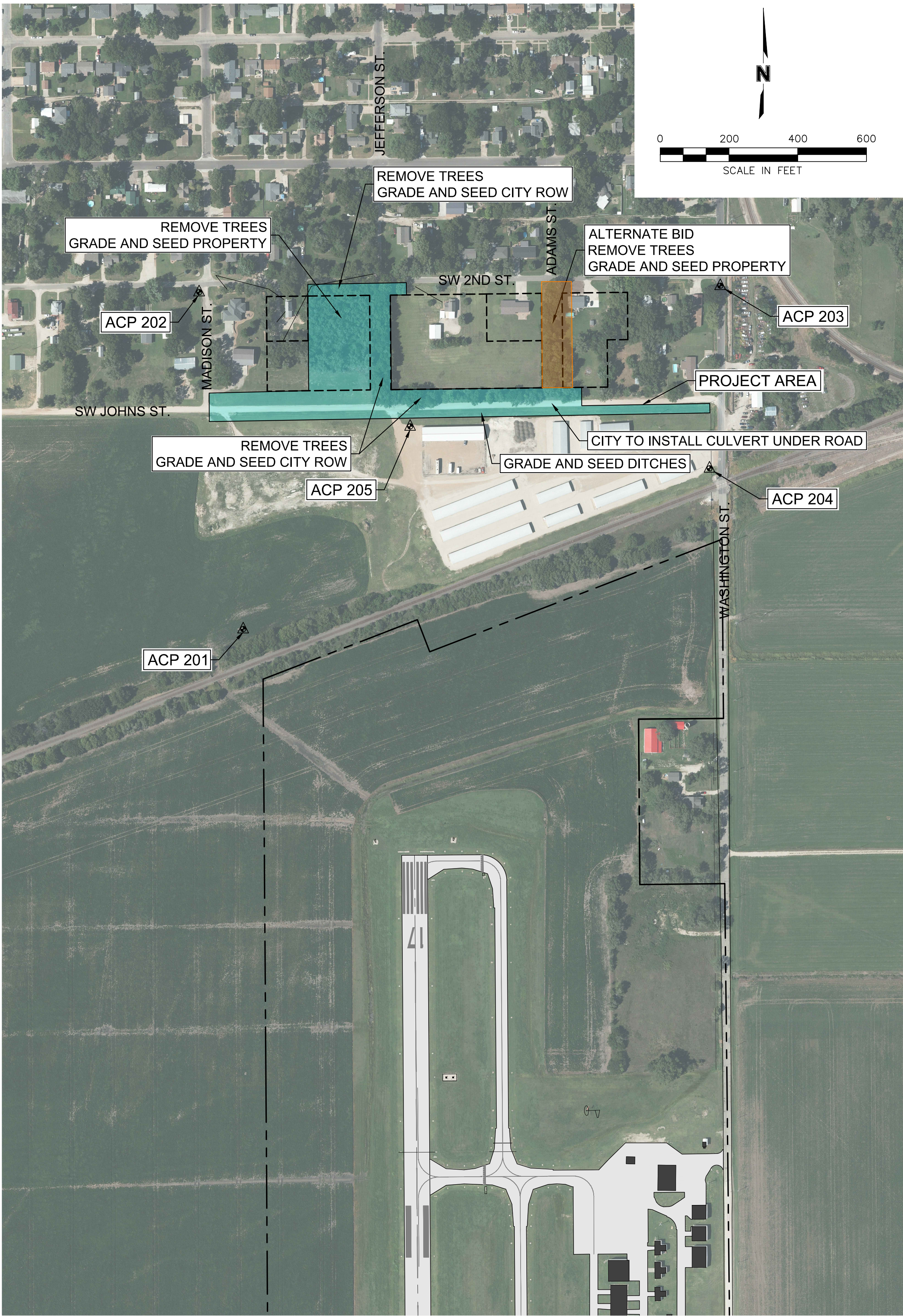
DESIGN STANDARDS	
APPROACH CATEGORY – DESIGN GROUP	17/35
TAXIWAY DESIGN GROUP – TDG	B-1
RUNWAY:	
WIDTH	75'
SAFETY AREA WIDTH	120'
OBJECT FREE AREA WIDTH	400'
TAXIWAY:	
WIDTH	35'
SAFETY AREA WIDTH	49'
OBJECT FREE AREA WIDTH	131'
MARKING	NON-PRECISION
PAVEMENT MATERIAL	CONCRETE
PAVEMENT DESIGN STRENGTH	13,000 SW

SURVEY CONTROL				
	DESCRIPTION	ELEVATION	NORTHING	EASTING
201	AERIAL CONTROL POINT	1149.01'	211485.9790'	1529280.5880'
202	AERIAL CONTROL POINT	1158.86'	212466.4160'	1529152.5190'
203	AERIAL CONTROL POINT	1151.27'	212484.8870'	1530668.4400'
204	AERIAL CONTROL POINT	1150.60'	211953.9920'	1530637.5750'
205	AERIAL CONTROL POINT	1150.47'	212075.5250'	1529766.2720'

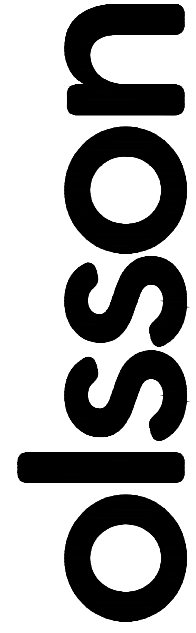
- ELEVATIONS ARE BASED ON NAVD 88.
- AERIAL SURVEY BY MARTINEZ.
- THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES BETWEEN COORDINATES, ELEVATIONS, STATIONING AND OFFSETS.

APPROXIMATE QUANTITIES					
ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	AS BUILT QUANTITY
BASE BID					
1	C-102	TEMPORARY SEEDING AND MULCHING	3.4	AC	
2	C-102	INSTALLATION AND REMOVAL OF WATTLE BARRIER	270	LF	
3	C-105	MOBILIZATION [N.T.E. 10%]	1	LS	
4	P-151	CLEARING AND GRUBBING	1.9	AC	
5	P-152	UNCLASSIFIED EXCAVATION	1,930	CY	
6	P-152	EMBANKMENT IN-PLACE	6,056	CY	
7	T-901	SEEDING	3.4	AC	
8	T-905	OFF-SITE TOPSOIL	2,065	CY	
9	T-908	MULCHING	3.4	AC	
ALTERNATE BID #1					
101	C-102	TEMPORARY SEEDING AND MULCHING	0.5	AC	
102	C-102	INSTALLATION AND REMOVAL OF WATTLE BARRIER	20	LF	
103	P-151	CLEARING AND GRUBBING	0.5	AC	
104	P-152	EMBANKMENT IN-PLACE	1,561	CY	
105	T-901	SEEDING	0.5	AC	
106	T-905	OFF-SITE TOPSOIL	448	CY	
107	T-908	MULCHING	0.5	AC	

- GENERAL NOTES:**
- EXISTING UTILITIES AND LIGHTING SYSTEMS SHOWN ARE FROM PUBLIC RECORDS AND FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO STARTING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR EROSION AND DUST CONTROL. CONTRACTOR SHALL REPAIR ANY DAMAGE FROM EROSION, BLOWING DUST, OR RUNOFF FROM THE SITE AT NO COST TO THE OWNER.
 - SEE "SPECIAL PROVISIONS" FOR "HAUL ROADS, ACCESS POINTS AND STORAGE".
 - ONLY THOSE ACCESS POINTS, STORAGE AND PARKING AREAS SHOWN ON THE PLANS SHALL BE USED BY THE CONTRACTOR. THE EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER AT THE TIME OF CONSTRUCTION. ALL SUCH AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
 - ANY DAMAGE TO EXISTING PAVEMENTS, HAUL ROAD, TURF, UTILITIES OR INCIDENTALS DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
 - MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN A LEGAL MANNER OFF OF THE AIRPORT PROPERTY.
 - ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED. DO NOT SCALE.
 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS.
 - CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
 - PROPOSED GRADES ARE THE TOP OF FINISHED GRADE AND TOP OF FINISHED PAVEMENT.
 - SEE PROJECT SPECIFICATIONS FOR FURTHER DETAILS AND REQUIREMENTS.
 - ALL IMPROVEMENTS, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT, USE AND MAINTAIN THE TEMPORARY HAUL ROADS AND TEMPORARY ACCESS ROAD AS SHOWN WITHIN THE PLAN IS CONSIDERED SUBSIDIARY TO MOBILIZATION AS INDICATED IN THE SPECIFICATION C-105.
 - A PORTABLE RESTROOM FACILITY WILL BE REQUIRED ON SITE DURING CONSTRUCTION ACTIVITIES.



PROJECT LAYOUT PLAN



Engineering - Nebraska COA #CA-0638
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Lincoln, NE 68508
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PROJECT LAYOUT PLAN, LEGEND AND QUANTITIES

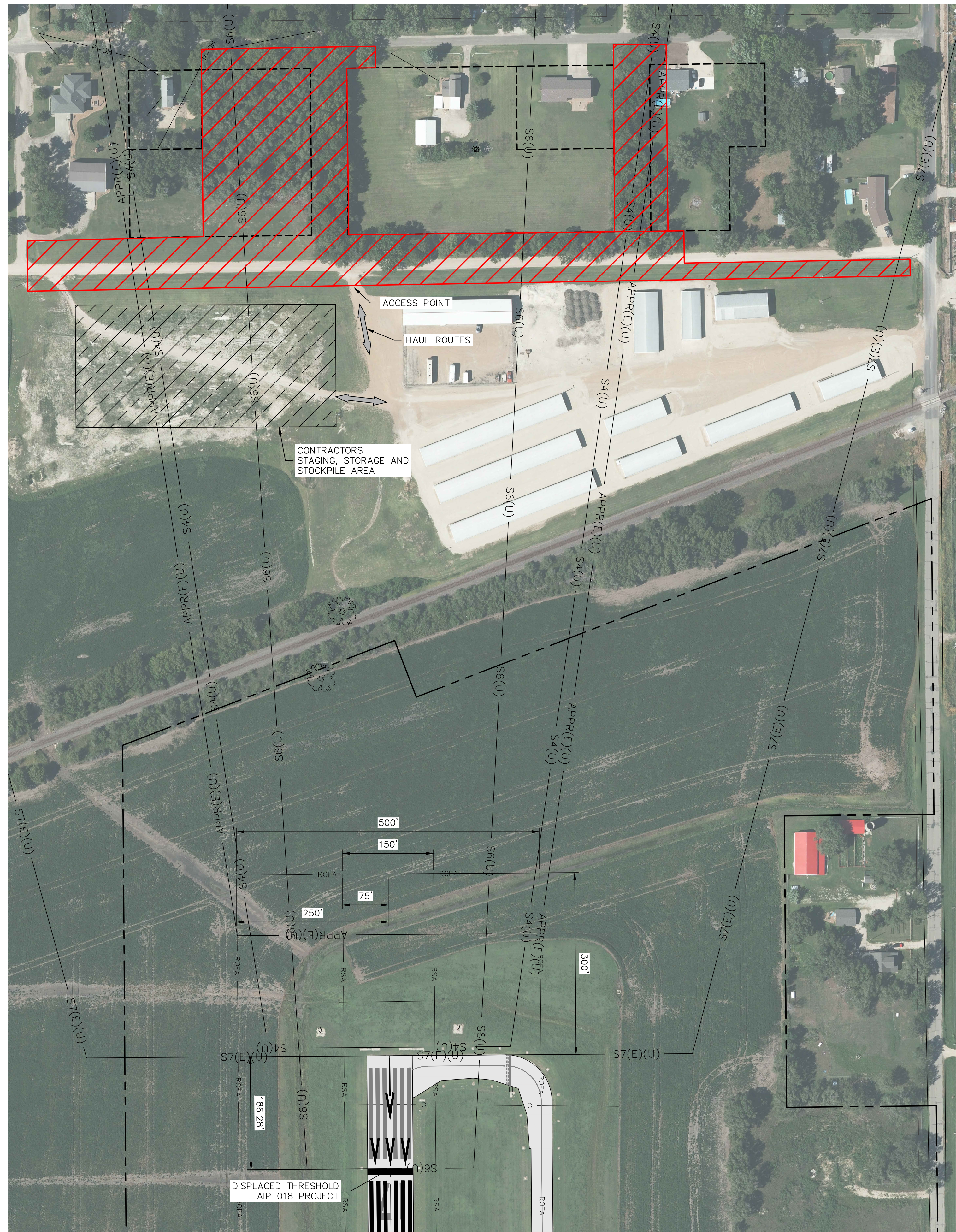
TREE CLEARING & GRADING

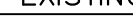
ABILENE, KANSAS AIP NO. 3-20-0001-017 / 019 2024

drawn by: _____ SDN
checked by: _____ JTO
approved by: _____ DJH
QA/QC by: _____
project no.: 023-01278
drawing no.: _____
date: 04.25.2024

SHEET
2 of 15

REVISIONS



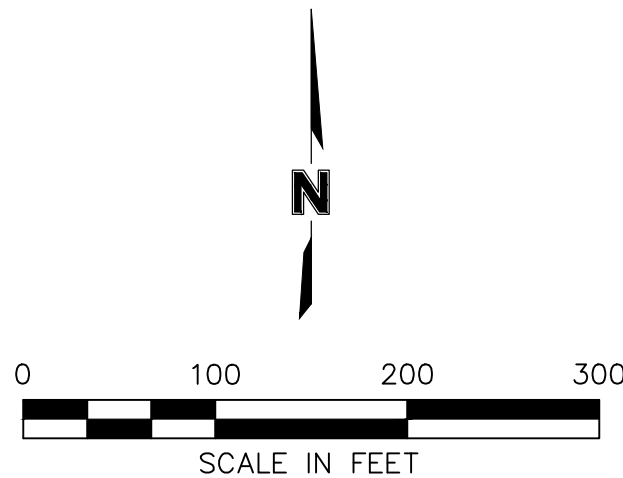
PHASING LEGEND	EXISTING		THIS PHASE
BUILDINGS			
OPEN AIRFIELD PAVEMENT			
PROJECT WORK AREA			
AIRPORT PROPERTY LINE			
AIRPORT EASEMENT LINE			
PAVED ROADS			
GRAVEL ROADS			
CONSTRUCTION AREA LIMITS (PHASE 1)			
HAUL ROUTE			

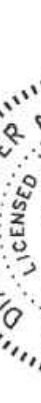
PHASE 1: REMOVE OR TRIM TREES WITHIN PRIVATE PROPERTIES AND CITY RIGHT-OF-WAY
REFER TO SHEETS 4 - 5 FOR SAFETY PLAN NOTES.

ESTIMATED TIME: 30 CALENDAR DAYS

THE FOLLOWING PHASING AND SEQUENCE OF WORK SHALL BE COMPLETED AS SHOWN, UNLESS APPROVED IN WRITING BY ENGINEER. AN UPDATED SCHEDULE AND SAFETY PLAN WILL BE REQUIRED PRIOR TO THE MODIFICATION.

1. NOTIFY THE AIRPORT OWNER AND PROPERTY OWNERS 7 DAYS PRIOR TO STARTING WORK.
2. AIRPORT OWNER TO ISSUE NOTAM. (EQUIPMENT / BOOM TRUCKS IN RUNWAY 17 APPROACH)
3. CONTRACTOR SHALL VERIFY NOTAM HAS BEEN ISSUED WITH RPR PRIOR TO COMMENCING WORK.
4. ACCESS POINTS, HAUL ROUTES AND STAGING AREA SHALL USED FOR THE DURATION OF THE PROJECT.
5. PRIOR TO THE START OF THE PHASE.
 - 5.1. AIRPORT OWNER SHALL MEET WITH PROPERTY OWNERS.
 - 5.2. COORDINATE STREET CLOSURES WITH CITY STAFF. REASONABLE CLOSURES ARE ACCEPTABLE.
 - 5.3. INSTALL BARRICADES ON STREETS, PER MUTCD STANDARDS.
 - 5.4. REFER TO SHEET 4 FOR TRAFFIC CONTROL PLAN AND DETAILS.
6. TREE REMOVAL AND TRIMMING IS ALLOWED ONLY FROM NOVEMBER 1, 2024 TO MARCH 31, 2025.
7. COMMENCE CONSTRUCTION ACTIVITIES WITHIN THE LIMITS OF THIS PHASE.
 - 7.1. CLEAR AND GRUB TREES ON PRIVATE PROPERTIES AND CITY R.O.W.
 - 7.2. GRADE PRIVATE PROPERTIES AND CITY R.O.W.
 - 7.3. CONSTRUCT DITCHES.
 - 7.4. IF WEATHER DOES NOT ALLOW FOR SEEDING IMMEDIATELY AFTER GRADING, THE WORK WILL BE TEMPORARILY SUSPENDED WITH THE ENGINEER'S AND OWNER'S APPROVAL.
 - 7.5. SEED AND MULCH PRIVATE PROPERTY AND CITY R.O.W.
8. UPON COMPLETION OF PHASE:
 - 8.1. ENSURE NOTAM HAS BEEN REMOVED BY THE AIRPORT.
 - 8.2. SEEDING AND MULCHING SHALL BE COMPLETED IMMEDIATELY AFTER CLEARING, GRUBBING AND GRADING AS SOON AS WEATHER ALLOWS.
 - 8.3. REMOVE ALL TREE AND OTHER DEBRIS.
 - 8.4. TREES MAY BE DISPOSED OF AT THE CITY'S PROPERTY LOCATED AT 1ST AND CHERRY STREET. THERE WILL BE NO CHARGE TO DISPOSE OF TREES AT THIS LOCATION.
 - 8.5. OTHER DEBRIS SHALL BE DISPOSED OF IN A LEGAL MANNER.



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CONSTRUCTION SAFETY / PHASING PLAN - PHASE 1	REV. NO.	DATE	REVISIONS DESCRIPTION	
TREE CLEARING & GRADING	REVISIONS			
drawn by: _____ SDN	ABILENE, KANSAS		AIP NO. 3-20-0001-017 / 019	2024
checked by: _____ JTO				
approved by: _____ DJH				
QA/QC by: _____				
project no.: _____ 023-01278				
drawing no.: _____				
date: _____ 04.25.2024				
SHEET				
3 of 15				

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DATE: Apr 24, 2024 9:35am

USER: chuse

CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

1. INTRODUCTION

FAA ADVISORY CIRCULAR 150/5370-2G HAS ESTABLISHED CRITERIA FOR DEVELOPMENT AND IMPLEMENTATION OF A CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) AT THE ABILENE MUNICIPAL AIRPORT. THIS CSPP WAS PREPARED BY OLSSON IN COORDINATION WITH THE AIRPORT. THIS CSPP WAS SUBMITTED TO THE FAA FOR REVIEW AND ANY COMMENTS ARE ADDRESSED IN THIS DOCUMENT. THE CSPP IS INCLUDED IN THE CONTRACT DOCUMENTS.

THE CONTRACTOR IS REQUIRED TO PREPARE A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) THAT DETAILS HOW THE CONTRACTOR WILL COMPLY WITH THE CSPP. THE SPCD SHALL BE SUBMITTED TO THE AIRPORT MANAGER AND ENGINEER FOR APPROVAL PRIOR TO ISSUANCE OF THE NOTICE-TO-PROCEED.

2. PROJECT DESCRIPTION

THE WORK TO BE COMPLETED CONSISTS OF THE FOLLOWING:

- CLEAR AND GRUB TREES OFF AIRPORT PROPERTY.
- GRADE AND SEED DITCHES OFF AIRPORT PROPERTY.

3. COORDINATION

A. PRECONSTRUCTION MEETING AND SAFETY TRAINING.

- ATTENDANCE IS MANDATORY FOR THE AIRPORT MANAGER, GENERAL CONTRACTOR, MAJOR SUBCONTRACTORS AND ENGINEER TO DISCUSS PROJECT SCOPE AND SAFETY REQUIREMENTS. IF APPLICABLE, A TOUR OF THE PROJECT AREA WILL BE CONDUCTED TO IDENTIFY THE AREAS RESTRICTED FOR CONSTRUCTION TRAFFIC, STORAGE AND STAGING AREA. GROUND VEHICLE OPERATIONS TRAINING WILL NOT BE REQUIRED.

B. CONTRACTOR PROGRESS MEETINGS.

- PROGRESS MEETINGS SHALL BE CONDUCTED. A MEETING SCHEDULE WILL BE AGREED UPON AT THE PRECONSTRUCTION MEETING, AT A MINIMUM OF ONCE PER MONTH OR AS NECESSARY FOR CONSTRUCTION OPERATIONS. PROGRESS MEETING SHALL BE ATTENDED BY AIRPORT SPONSOR, ENGINEER, GENERAL CONTRACTOR, AND ACTIVE SUBCONTRACTORS AND SHALL ADDRESS OPERATIONAL SAFETY, CONSTRUCTION PROGRESS, AND UPCOMING SCHEDULING. MEETING MINUTES SHALL BE DOCUMENTED AND AVAILABLE FOR REVIEW UPON REQUEST.

C. PERSONNEL ON SITE.

- GENERAL CONTRACTOR SHALL DESIGNATE A PERSON WHO WILL BE THE SITE SUPERINTENDENT. THE SITE SUPERINTENDENT SHALL BE ON SITE WHENEVER ACTIVE CONSTRUCTION IS TAKING PLACE (GENERAL CONTRACTOR AND SUBCONTRACTOR WORK) AND FOR IMPLEMENTING AND ENFORCING THE CSPP.

D. SCOPE OR SCHEDULE CHANGES.

- SCOPE OR SCHEDULE CHANGES SHALL BE SUBMITTED IN WRITING AND DISCUSSED AT THE PROGRESS MEETINGS. IMPLEMENTATION OF SCOPE OR SCHEDULE CHANGES MUST BE APPROVED IN WRITING BY AIRPORT SPONSOR. CHANGES IN THE SCOPE OR DURATION AT ANY OF THE PROJECT STAGES MAY REQUIRE REVISIONS TO THE CSPP AND APPROVAL BY THE AIRPORT OPERATOR AND THE FAA.

E. NAVAID FAA ATO COORDINATION.

- NO FAA OWNED NAVAIDS, THEREFORE NO ATO COORDINATION IS REQUIRED FOR THIS PROJECT.

F. AIRPORT TENANT AND USERS.

- NO AIRPORT IMPACTS FOR THIS PROJECT.

4. PHASING

THE CONSTRUCTION SEQUENCE WILL BE DIVIDED INTO ONE (1) PHASE.

PHASE 1 – CLEAR AND GRUB TREES WITHIN PRIVATE PROPERTIES AND CITY RIGHT-OF-WAY.

A. PHASE ELEMENTS

I. AREAS CLOSED TO AIRCRAFT OPERATIONS. REFER TO TABLE 1 AND CSPP DRAWINGS.

II. DURATION OF CLOSURES. REFER TO CSPP DRAWINGS FOR CALENDAR DAYS.

III. TAXI ROUTES. REFER TO TABLE 1 IN SECTION 5 AND CSPP DRAWINGS.

IV. ARFF ACCESS ROUTES. ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT’S PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.

V. CONSTRUCTION STAGING AREAS. REFER TO CSPP DRAWINGS.

VI. CONSTRUCTION ACCESS AND HAUL ROUTES. THE CONTRACTOR SHALL ACCESS THE SITE VIA DESIGNATED HAUL ROUTES. REFER TO CSPP DRAWINGS FOR FURTHER DETAIL.

- RPR AND CONTRACTOR SHALL VIDEO DOCUMENT HAUL ROUTE/ROAD PAVEMENT CONDITIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION ACTIVITY.

VII. IMPACTS TO NAVAIDS. REFER TO TABLE 3 IN SECTION 6.

VIII. LIGHTING AND MARKING CHANGES. THE LIGHTING AND MARKING WILL NOT BE AFFECTED BY THIS PROJECT.

IX. AVAILABLE RUNWAY LENGTH. PROJECT WILL HAVE NO EFFECT ON USABLE RUNWAY LENGTHS. RUNWAYS WILL NOT BE CLOSED FOR THIS PROJECT.

X. REQUIRED HAZARD MARKING AND LIGHTING. NO PROFILE BARRICADES, LIGHTED RUNWAY CLOSURE MARKERS, AND TAXIWAY CLOSURE MARKERS ARE REQUIRED FOR THIS PROJECT.

XI. LEAD TIMES FOR REQUIRED NOTIFICATIONS.

START OF CONSTRUCTION: SEVEN (7) DAYS

CLOSURE OF ANY PORTION OF AOA: SEVEN (7) DAYS (NONE ANTICIPATED FOR THIS PROJECT).

5. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

A. OPERATIONAL IMPACT TABLE

- AIRPORT OPERATIONS IMPACTED AT THE ABILENE MUNICIPAL AIRPORT ARE SHOWN BELOW IN TABLE 1 FOR EACH PHASE OF WORK. IMPACTS WILL VARY BASED ON NORMAL OPERATIONS OF THE AREA, CONSTRUCTION PHASE, AND DURATION OF WORK. CONTRACTOR IS REQUIRED TO COORDINATE WITH THE AIRPORT AND ENGINEER AND/OR THE RESIDENT PROJECT REPRESENTATIVE (RPR) AS DETAILED IN SECTION 3 OF THIS DOCUMENT PRIOR TO EACH PHASE OF THE PROJECT.

TABLE 1 - AIRPORT OPERATIONS AFFECTED BY CONSTRUCTION		
OPERATIONAL REQUIREMENT	NORMAL	PHASE 1
EXISTING RWY 17/35	B-I – OPEN	OPEN
CONNECTING TAXIWAYS	OPEN	OPEN
PARALLEL TAXIWAY	OPEN	OPEN
APRON	OPEN	OPEN

B. RUNWAY SAFETY AREAS (RSA). WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- CONTRACTOR SHALL NOT ENTER INTO RSA OF ANY ACTIVE RUNWAY.
- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.
- NO OPEN EXCAVATIONS WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- PRIOR TO RE-OPENING AREAS, CONTRACTOR SHALL ENSURE THAT GRADING AND SAFETY STANDARDS ARE MET.
- USE EROSION CONTROL MEASURES TO LIMIT RUTTING AND SURFACE VARIATIONS.

C. TAXIWAY SAFETY AREAS (TSA).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.
- NO OPEN EXCAVATIONS WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- USE EROSION CONTROL MEASURES TO LIMIT RUTTING AND SURFACE VARIATIONS.
- PRIOR TO RE-OPENING AREAS, CONTRACTOR SHALL ENSURE THAT GRADING AND SAFETY STANDARDS ARE MET.

D. RUNWAY OBJECT FREE AREAS (ROFA).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO PARKING OF IDLE EQUIPMENT WILL BE ALLOWED.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

E. TAXIWAY OBJECT FREE AREAS (TOFA).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

F. RUNWAY OBJECT FREE ZONES (ROFZ).WIDTH DIMENSION - TABLE 2 AND CSPP DRAWINGS.

- NO CONSTRUCTION ACTIVITY WILL BE ALLOWED UNLESS AREA(S) ARE CLOSED TO TRAFFIC.
- NO STOCKPILING SHALL BE ALLOWED AT ANY TIME.

TABLE 2 - SAFETY AREAS AND OBJECT FREE AREAS OF AIRFIELD PAVEMENT							
AIRFIELD PAVEMENT	APPROACH CATEGORY	AIRPLANE DESIGN GROUP	RSA, DISTANCE FROM CENTERLINE	TSA, DISTANCE FROM CENTERLINE	ROFA, DISTANCE FROM CENTERLINE	TOFA, DISTANCE FROM CENTERLINE	ROFZ, DISTANCE FROM CENTERLINE
EXISTING RUNWAY 17/35	B	I	120'	–	400'	–	200'
CONNECTING TAXIWAYS	–	–	–	24.5'	–	65.5'	–
PARALLEL TAXIWAY	–	–	–	24.5'	–	65.5'	–
APRON	–	–	–	24.5'	–	65.5'	–

G. ARFF ACCESS ROUTES

- AIRPORT HAS NO ESTABLISHED ARFF PROGRAM. HOWEVER, NO EXISTING FIRE AND RESCUE ROUTES WILL BE IMPACTED.

H. AIRPORT AND AIRLINE SUPPORT VEHICLES

- REFER TO CSPP DRAWINGS FOR OPEN PAVEMENT DURING EACH PHASE. VEHICLE ROUTES WILL BE ALLOWED IN ALL NON-WORK BOUNDARY AREAS.

I. UTILITY IMPACT TO ARFF

- AIRPORT HAS NO ESTABLISHED ARFF PROGRAM. HOWEVER, THERE WILL BE NO IMPACT TO EXISTING UTILITIES OR WATER SUPPLY FOR FIRE AND RESCUE OPERATIONS.

J. RUNWAY APPROACH PROTECTION AREA.

- ACTIVE RUNWAY APPROACH AND DEPARTURE SURFACES MUST BE CLEAR OF ALL OBJECTS.
- REFER TO TABLE 2 AND CSPP DRAWINGS FOR MORE DETAIL.

H. IDENTIFICATION OF AFFECTED AREAS.

- REFER TO CSPP DRAWINGS

I. MITIGATION OF EFFORTS.

- REFER TO CSPP DRAWINGS.

6. NAVIGATIONAL AID (NAVAID) PROTECTION

A. EFFECTS OF CONSTRUCTION TO NAVAIDS

- CONSTRUCTION ACTIVITIES CAN HAVE NEGATIVE IMPACTS TO THE FUNCTIONALITY AND SERVICEABILITY OF NAVAIDS. THE CONTRACTOR MUST COORDINATE THEIR WORK EFFORT OR LIMIT THEIR OPERATIONS SO THAT NAVAIDS ARE NOT IMPACTED BEYOND WHAT IS PLANNED. REFER TO TABLE 3 FOR PLANNED NAVAID IMPACTS.
- CONTRACTOR WILL BE REQUIRED TO LIMIT OPERATIONS SO THAT MATERAL, EQUIPMENT, AND PERSONNEL DO NOT ENTER NAVAID CRITICAL AREAS (AS SHOWN ON THE CSPP DRAWINGS) OR DISTURB POWER TO NAVAID FACILITIES WITHOUT PRIOR COORDINATION WITH AIRPORT MANAGER, ENGINEER AND FAA.

TABLE 3 - NAVAID FACILITY REQUIREMENTS			
FACILITY TYPE	OWNERSHIP	PHASE IMPACTED	IMPACT
BEACON	AIRPORT	NONE	–
PAPIs	AIRPORT	NONE	–
REILs	AIRPORT	NONE	–

B. COORDINATION OF NAVAID IMPACTS

- PLANNED NAVAID IMPACTS MUST BE ADDRESSED IN THE CONTRACTOR’S CONSTRUCTION SCHEDULE
- LOCAL NAVAIDS: SEVEN (7) DAYS NOTICE

C. PROTECTION OF NAVAID UTILITIES

- CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT NAVAID UTILITY LINES FOR THE DURATION OF THE PROJECT.

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4-25-24

REVISIONS

REV. NO.

DATE

REVISIONS DESCRIPTION

2024

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CONSTRUCTION SAFETY / PHASING NOTES

TREE CLEARING & GRADING

ABILENE, KANSAS

AIP NO. 3-20-0001-017 / 019

drawn by: SDN
checked by: JTO
approved by: DJH
QA/QC by:
project no.: 023-01278
drawing no.:
date: 04.25.2024

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DWG: F:\2023\01001-01500\023-01278\40--design\AutoCAD\final plans\Sheets\ARPTVC_SAF-NTS_02301278.dwg
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CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

7. CONTRACTOR ACCESS

- A. LOCATION OF STOCKPILE CONSTRUCTION MATERIALS
- THE CONTRACTOR IS LIMITED TO THE PLACEMENT OF STOCKPILED MATERIALS AT THE LOCATIONS SHOWN WITHIN THE CSPP DRAWINGS.
 - CONTRACTOR MAY PLACE STOCKPILES (TOPSOIL, AGGREGATE, ETC.) AT ANY LOCATION WITHIN THE PROJECT WORK LIMITS, OUTSIDE OF THE ROFA AS SHOWN IN THE CSPP DRAWINGS. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT AN AIRSPACE NOTICE TO FAA OEAAA FOR ANY STOCKPILES OR EQUIPMENT THAT EXCEEDS 15 FEET ABOVE THE GROUND AND RECEIVE A DETERMINATION OF NO HAZARD. FAA'S PROCESSING TIME FOR THE DETERMINATION IS TYPICALLY 60-90 DAYS.

I. HEIGHT RESTRICTIONS. STOCKPILES SHALL HAVE A HEIGHT LIMIT OF 15 FEET (REFER TO THE CSPP DRAWINGS). REFER TO SECTION 11.F.

II. WILDLIFE ATTRACTANT. CONTRACTOR SHALL MANAGE VOLUNTEER VEGETATION, STOCKPILES AND MAINTAIN POSITIVE DRAINAGE SO THEY DO NOT BECOME WILDLIFE ATTRACTIONS. REFER TO SECTION 8.B.

III. FOREIGN OBJECT DEBRIS (FOD). CONTRACTOR SHALL MANAGE STOCKPILES SO THEY DO NOT CREATE FOD. REFER TO SECTION 9.

IV. MARKING AND LIGHTING OF STOCKPILES. CONTRACTOR WILL NOT BE REQUIRED TO MARK OR LIGHT MATERIAL STOCKPILES.

B. VEHICLE AND PEDESTRIAN OPERATIONS

VEHICLE AND PEDESTRIAN ACCESS ROUTES FOR AIRPORT CONSTRUCTION PROJECTS MUST BE CONTROLLED TO PREVENT INADVERTENT UNAUTHORIZED ENTRY OF PERSONS, VEHICLES, OR ANIMALS ONTO THE AIRPORT OPERATIONS AREA.

C. ACCESS TO AIRPORT OPERATIONS AREA (AOA)

THE AIRPORT OPERATIONS AREA IS DEFINED BY THE PERIMETER FENCE SURROUNDING THE AIRFIELD. CONTRACTOR ACCESS TO THE AOA IS LIMITED TO THE GATES SHOWN ON THE CSPP DRAWINGS.

I. CONSTRUCTION SITE PARKING. ALL PERSONAL VEHICLES, INACTIVE CONSTRUCTION EQUIPMENT AND TRAILERS SHALL BE STORED WITHIN THE CONTRACTOR'S STORAGE AND STAGING AREA AS SHOWN ON THE CSPP DRAWINGS. CONTRACTOR VEHICLES AND EQUIPMENT ARE ALLOWED INSIDE THE AOA BUT CONFINED TO THE PROJECT WORK LIMITS. ADDITIONALLY, CONTRACTOR MAY PARK VEHICLES ANYWHERE ON THE PROJECT WORK AREA AS DEFINED FOR EACH PHASE ON THE CSPP DRAWINGS. HOWEVER, VEHICLES MUST MAINTAIN THE MINIMUM DISTANCE FROM CENTERLINE TO OPEN AIRFIELD PAVEMENT SHOWN ON TABLE 2.

II. CONSTRUCTION EQUIPMENT. CONSTRUCTION EQUIPMENT SHALL LIMITED IN OPERATING HEIGHT OF 15 FEET.

III. ACCESS AND HAUL ROADS. THE CSPP DRAWINGS DEPICT HAUL ROUTES FROM EACH ACCESS LOCATION FROM PUBLIC ROADWAYS AND HAUL ROUTES TO THE INDIVIDUAL PHASED WORK AREA THROUGH THE PERIMETER FENCE. CONTRACTOR ACCESS AND HAULING OPERATIONS ARE STRICTLY LIMITED TO THE HAUL ROUTES SHOWN. CONTRACTOR SHALL PROVIDE PROTECTION TO THE PAVEMENT EDGES WHEN TRAVERSING/CROSSING ANY EXISTING NON-ACTIVE RUNWAY, TAXIWAY OR APRON PAVEMENT.

FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR IS REQUIRED TO RESTORE HAUL ROUTES TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION AND SEEDING OF THE CONTRACTOR'S STAGING AREA, ACCESS ROADS AND HAUL ROADS. NO DIRECT PAYMENT WILL BE MADE FOR THESE ITEMS. SEEDING SHALL BE DONE IN ACCORDANCE WITH SPECIFICATION ITEM T-901.

THE CONTRACTOR WILL BE REQUIRED TO REPAIR ANY DAMAGE TO PUBLIC AND AIRPORT ROADS CAUSED BY THE CONTRACTOR'S TRUCKS AND EQUIPMENT DURING CONSTRUCTION OF THE PROJECT. REPAIRS SHALL BE ADEQUATE TO RETURN THE ROADS TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO DAMAGE. ALL REPAIR WORK SHALL BE AT THE CONTRACTOR'S EXPENSE. THE HAUL ROUTE SHALL BE VIDEOTAPED OR PHOTOGRAPHED IN THE PRESENCE OF THE ENGINEER OR THE RESIDENT PROJECT REPRESENTATIVE (RPR) PRIOR TO CONSTRUCTION IN ORDER TO DOCUMENT THE EXISTING CONDITIONS.

IV. MARKING AND LIGHTING OF VEHICLE. DUE TO THE PROJECT NOT BEING ON AIRPORT PROPERTY VEHICLES ARE NOT REQUIRED TO COMPLY WITH THE "OTHER VEHICLE" REQUIREMENTS IN ADVISORY CIRCULAR 150/5210-5D PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT.

V. DESCRIPTION OF PROPER VEHICLE OPERATIONS. THE FOLLOWING RULES OF OPERATION MUST BE FOLLOWED AT ALL TIMES WHEN DRIVING ON THE AIRPORT.

- NO PERSON SHALL OPERATE MOTORIZED VEHICLES OR EQUIPMENT OF ANY KIND ON THE AIRPORT UNLESS IN POSSESSION OF A VALID OPERATOR'S LICENSE AS REQUIRED BY THE STATE FOR THE TYPE OF VEHICLE BEING OPERATED.
- NO PERSON SHALL OPERATE A MOTOR VEHICLE OR OTHER MOTORIZED EQUIPMENT OF ANY KIND ON THE AIRPORT IN A RECKLESS OR NEGLIGENT MANNER OR WITHOUT CAUTION OR IN ANY MANNER THAT ENDANGERS OR IS LIKELY TO ENDANGER PERSONS OR PROPERTY.
- NO PERSON SHALL FAIL TO GIVE PEDESTRIANS AND AIRCRAFT THE RIGHT-OF-WAY OVER VEHICULAR TRAFFIC. ALL GROUND VEHICLES SHALL PASS TO THE REAR OF TAXIING AIRCRAFT.
- NO PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS SHALL OPERATE A MOTOR VEHICLE ON THE AIRPORT.

VI. REQUIRED ESCORTS. VEHICLE ESCORTS ARE NOT REQUIRED WITHIN THE PROJECT LIMITS.

VII. TRAINING REQUIREMENTS FOR VEHICLE DRIVERS. VEHICLE TRAINING IS NOT REQUIRED.

VIII. SITUATIONAL AWARENESS. VEHICLE DRIVERS MUST CONFIRM BY PERSONAL OBSERVATION THAT NO AIRCRAFT IS APPROACHING THEIR POSITION (EITHER IN AIR OR ON THE GROUND) WHEN GIVEN CLEARANCE PRIOR TO CROSSING A TAXIWAY OR ANY OTHER AREA OPEN TO AIRPORT OPERATIONS.

IX. TWO-WAY RADIO COMMUNICATIONS PROCEDURES. THE CONTRACTOR IS NOT REQUIRED TO MONITOR COMMON TRAFFIC ADVISORY FREQUENCY (CTAF).

X. MAINTENANCE OF SECURED AREA OF THE AIRPORT. EXCEPT WHEN MOVING MATERIALS, EQUIPMENT, OR PERSONNEL THROUGH THE AIRPORT PERIMETER FENCE, THE CONTRACTOR SHALL KEEP THE ACCESS GATE CLOSED. REFER TO CSPP DRAWINGS FOR LOCATION OF GATES.

8. WILDLIFE MANAGEMENT

- A. TRASH. CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF ALL FOOD SCRAPS AND ANY OTHER TRASH THAT COULD CAUSE FOD OR BE AN ANIMAL ATTRACTANT.
- B. STANDING WATER. STANDING WATER WITHIN THE CONSTRUCTION LIMITS SHALL NOT BE PERMITTED. DRAINING/PUMPING OF STANDING WATER SHALL COMPLY WITH THE APPROVED NPDES PERMIT REQUIREMENTS.
- C. TALL GRASS AND SEEDS. CONTRACTOR IS RESPONSIBLE FOR ALL GRASS, WEED AND SEED CONTROL FOR THE DURATION OF THE PROJECT WITHIN THE CONSTRUCTION LIMITS. GRASS AND WEEDS SHALL BE MAINTAINED TO HEIGHT LIMIT OF ONE FOOT.

D. POORLY MAINTAINED FENCING AND GATES. FENCING AND GATES SHALL BE MAINTAINED TO RESTRICT WILDLIFE FROM ACCESSING THE AIRPORT. REFER TO SECTION 7.SUBSECTION C. FOR THE PERIMETER FENCING AND GATE REQUIREMENTS. NOTIFY THE AIRPORT MANAGER OF ANY WILDLIFE ENCOUNTERS DURING THE PROJECT.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT. WHILE IT IS NOT ANTICIPATED THAT THE PROJECT WILL IMPACT EXISTING WILDLIFE HABITAT, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE AIRPORT SPONSOR OF ALL WILDLIFE SIGHTINGS, INCLUDING LOCATION, WILDLIFE TYPE, TIME OF DAY, ETC. TREE REMOVAL AND TRIMMING IS ALLOWED ONLY FROM NOVEMBER 1, 2024 TO MARCH 31, 2025.

9. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

MATERIALS CAPABLE OF CREATING FOD MUST BE CONTINUOUSLY REMOVED DURING THE CONSTRUCTION PROJECT. FAILURE TO COMPLY WILL RESULT IN SHUT DOWN OF CONSTRUCTION ACTIVITIES UNTIL SAFETY FEATURES ARE INTACT.

A. PAVEMENT. PAVEMENT OPEN TO TRAFFIC SHALL BE SWEEPED, AS DIRECTED BY ENGINEER OR AIRPORT MANAGER. REFER TO SECTION 12 FOR INSPECTION REQUIREMENTS.

B. TRASH. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A TRASH RECEPTACLE ON SITE FOR CONSTRUCTION DEBRIS AND MISCELLANEOUS DAILY WASTE. RECEPTACLES SHALL BE EMPTIED ON A ROUTINE BASIS.

C. DUST. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST FOR THE DURATION OF THE PROJECT.

D. CONSTRUCTION DEBRIS. CONTRACTOR IS RESPONSIBLE FOR DISPOSING CONSTRUCTION DEBRIS IN A LEGAL MANNER OFF-SITE.

10. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

CONTRACTOR SHALL HANDLE ALL HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT WITH THE RELEVANT AUTHORITIES AND PURSUANT TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

A. FUEL DELIVERIES. SHALL BE RESTRICTED TO THE CONTRACTOR'S STAGING AND STORAGE AREA. THE CONTRACTOR SHALL PROVIDE A COPY OF THE SPILL RECOVERY PROCEDURES PRIOR TO THE MOBILIZING ON SITE.

B. MATERIAL SAFETY DATA SHEETS (MSDS). SHALL BE ONSITE FOR ALL HAZMAT MATERIALS. METHODS SHALL BE IDENTIFIED BY THE CONTRACTOR FOR RESPONDING TO HAZARDOUS SPILLS.

C. CLEAN-UP. CONTRACTOR MUST BE PREPARED TO EXPEDITIOUSLY CONTAIN AND CLEAN-UP SPILLS RESULTING FROM FUEL OR HYDRAULIC FLUID LEAKS.

D. TRANSPORT AND HANDLING. THE TRANSPORT AND HANDLING OF OTHER HAZARDOUS MATERIALS ON THE AIRPORT REQUIRING SPECIAL PROCEDURES SHALL COMPLY WITH AC 150/5320-15 "MANAGEMENT OF AIRPORT INDUSTRIAL WASTE".

11. NOTIFICATION OF CONSTRUCTION ACTIVITIES

CONTACTS:

- POLICE / MEDICAL: 785-263-1213
- FIRE: 785-263-1121
- AIRPORT: JIM CURTIS: 785-263-3970
- ENGINEER: DIANE HOFER, OLSSON, OFFICE: 402-458-5681 OR CELL: 402-641-4468

A. LIST OF RESPONSIBLE REPRESENTATIVES. CONTRACTOR SHALL PROVIDE A LIST OF RESPONSIBLE REPRESENTATIVES AS PART OF THE SPCD, PRIOR TO THE PRECONSTRUCTION MEETING. RPR AND AIRPORT MANAGER SHALL BE NOTIFIED IMMEDIATELY OF ANY OPERATIONS ON SITE THAT MAY ADVERSELY AFFECT THE AOA. AIRPORT MANAGER SHALL NOTIFY AIRPORT TENANTS AND USERS.

B. EMERGENCY CONTACTS. CONTRACTOR SHALL MAINTAIN A LIST OF RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT FOR THEIR COMPANY AND THEIR SUBCONTRACTORS, DAILY CONTACT INFORMATION AND A 24-HOUR EMERGENCY CONTACT. THIS LIST SHALL BE POSTED IN A VISIBLE LOCATION ON SITE. IN ADDITION, THE EMERGENCY CONTACTS LISTED ON THE CSPP DRAWINGS SHALL ALSO BE POSTED.

C. NOTICE TO AIRMEN (NOTAM). NOTAMS SHALL BE ISSUED BY PERSONS NAMED IN THE CSPP SHEET(S). A MINIMUM OF SEVEN (7) DAYS IS REQUIRED PRIOR TO CLOSURE OF ANY AIRPORT OPERATIONS AREA (RUNWAYS, TAXIWAY, OR APRON AREA).

CONTRACTOR SHALL MAINTAIN CONTINUOUS COMMUNICATION WITH THE AIRPORT MANAGER AND RPR TO ENSURE NOTAMS ARE ISSUED, MAINTAINED AND CANCELED IN RELATION TO CONSTRUCTION PROGRESS.

D. EMERGENCY NOTIFICATION PROCEDURES. IN THE EVENT OF AN EMERGENCY, THE CONTRACTOR SHALL CALL 911. CONTRACTOR SHALL NOTIFY THE EMERGENCY PERSONNEL LISTED ABOVE AS REQUIRED. ENGINEER AND AIRPORT MANAGER SHALL BE NOTIFIED AS SOON AS POSSIBLE AT THE TIME OF THE INCIDENT.

E. COORDINATION WITH ARFF. ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT'S PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.

F. NOTIFICATION TO THE FAA. CONTRACTOR WILL BE REQUIRED TO MAINTAIN A BATCH PLANT, STOCKPILES, ETC. CLEAR OF THE PART 77 SURFACES. AIRSPACE APPROVAL FROM THE FAA WILL BE REQUIRED PRIOR TO CONSTRUCTION OF BATCH PLANTS, CRANE, ETC. ENGINEER SHALL NOTIFY THE FAA OF ANY CONDITIONS ADVERSELY AFFECTING THE OPERATIONAL SAFETY OF THE AIRPORT. A REMEDIAL PLAN SHALL BE PRESENTED TO THE FAA AT THE TIME OF REPORTING.

G. SHUTDOWN OF NAVAIDS. CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER AND ENGINEER PRIOR TO SHUTDOWN OF NAVAIDS. LOCAL NAVAIDS: SEVEN (7) DAYS NOTICE

12. INSPECTION REQUIREMENT

A. DAILY (OR MORE FREQUENT) INSPECTIONS. CLOSURE X'S, BARRICADES, AND HAZARD LIGHTING SHALL BE INSPECTED DAILY BY RESIDENT PROJECT REPRESENTATIVE (RPR) AND CONTRACTOR TO ENSURE COMPLIANCE WITH SPECIFICATIONS. ANY DEFICIENCIES SHALL BE FIXED IMMEDIATELY. FAILURE TO COMPLY WILL RESULT IN SHUT DOWN OF CONSTRUCTION ACTIVITIES UNTIL SAFETY FEATURES ARE INTACT.

B. INTERIM INSPECTIONS. INSPECTIONS SHOULD BE CONDUCTED OF ALL AREAS TO BE (RE)OPENED TO AIRCRAFT TRAFFIC TO ENSURE THE PROPER OPERATION OF LIGHTS AND SIGNS, FOR CORRECT MARKINGS, AND ABSENCE OF FOD. THE CONTRACTOR SHOULD CONDUCT AN INSPECTION OF THE WORK AREA WITH RPR AND/OR AIRPORT OPERATIONS PERSONNEL. THE CONTRACTOR SHOULD ENSURE THAT ALL CONSTRUCTION MATERIALS HAVE BEEN SECURED, ALL PAVEMENT SURFACES HAVE BEEN SWEEP CLEAN, ALL TRANSITION RAMPS HAVE BEEN PROPERLY CONSTRUCTED, SAFETY AREAS ARE COMPLIANT AND THAT SURFACES HAVE BEEN APPROPRIATELY MARKED FOR AIRCRAFT TO OPERATE SAFELY. ONLY IF ALL ITEMS ON THE LIST MEET WITH THE RPR AND/OR AIRPORT OPERATOR'S APPROVAL SHOULD THE AREA BE OPENED TO AIRCRAFT OPERATIONS. THE CONTRACTOR IS REQUIRED TO RETAIN A SUITABLE WORKFORCE AND THE NECESSARY EQUIPMENT AT THE WORK AREA FOR ANY LAST-MINUTE CLEANUP THAT MAY BE REQUESTED BY THE RPR AND/OR AIRPORT OPERATOR PRIOR TO OPENING THE AREA.

C. FINAL INSPECTIONS. FINAL INSPECTIONS ARE REQUIRED AS DIRECTED BY AIRPORT MANAGER OR ENGINEER.

13. UNDERGROUND UTILITIES

CAUTION SHALL BE USED WHEN WORKING NEAR EXISTING LIGHT FIXTURES, UNDERGROUND ELECTRICAL DUCTS, UNDERGROUND ELECTRICAL CABLE AND ANY OTHER AIRPORT FIXTURE. CONTRACTOR SHALL PAY ATTENTION TO PREVENT ANY UNSCHEDULED INTERRUPTIONS OF UTILITY SERVICES AND FACILITIES.

A. FAA AND PUBLIC UTILITIES. THE CONTRACTOR SHALL CONTACT KANSAS ONE-CALL (316-687-2102) TO LOCATE PUBLIC UTILITIES. FINAL INSPECTIONS ARE REQUIRED AS DIRECTED BY AIRPORT MANAGER OR ENGINEER. CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT UTILITY LINES FOR THE DURATION OF THE PROJECT.

B. AIRPORT UTILITIES. THE CONTRACTOR SHALL ATTEMPT TO LOCATE THE OWNER'S UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTACT INFORMATION WILL BE PROVIDED BY OWNER DURING THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT UTILITY LINES FOR THE DURATION OF THE PROJECT.

C. PRIVATE UTILITIES. UTILITIES ARE KNOWN TO EXIST WITHIN OR NEAR THE PROJECT WORK LIMITS. THE CONTRACTOR SHALL ATTEMPT TO LOCATE ANY UTILITIES WITHIN PROJECT WORK LIMITS. IF ADDITIONAL PRIVATE UTILITIES BECOME KNOWN, THE INFORMATION WILL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL TAKE ALL MEANS NECESSARY TO PROTECT UTILITY LINES FOR THE DURATION OF THE PROJECT.

14. PENALTIES

CONTRACTOR NEGLIGENCE ON THE AIRPORT WILL NOT BE TOLERATED. NONCOMPLIANCE WITH THE CSPP WILL RESULT IN SHUTTING DOWN CONSTRUCTION OPERATIONS UNTIL COMPLIANCE IS OBTAINED AND UP TO POSSIBLE EXPULSION FROM THE AIRPORT. ANY COST INVOLVED WITH NONCOMPLIANCE TO THE CSPP SHALL BE AT THE CONTRACTOR'S EXPENSE.

15. SPECIAL CONDITIONS

IF AN AIRCRAFT ACCIDENT OCCURS, NOTIFY THE EMERGENCY PERSONNEL AS IDENTIFIED IN SECTION 11. IDENTIFY ANY SPECIAL CONDITIONS THAT WOULD REQUIRE SPECIAL SAFETY MITIGATION OR SUSPENSION OF CONSTRUCTION ACTIVITIES, SUCH AS LOW VISIBILITY OPERATIONS OR AIRCRAFT IN DISTRESS.

16. RUNWAY AND TAXIWAY VISUAL AIDS

A. GENERAL. AIRPORT MARKINGS, LIGHTING, SIGNS AND VISUAL NAVAIDS MUST BE CLEARLY VISIBLE TO PILOTS, NOT MISLEADING, CONFUSING, OR DECEPTIVE. ALL MUST BE SECURED IN PLACE TO PREVENT MOVEMENT BY PROP WASH, JET BLAST, WING VORTICES, AND OTHER WIND CURRENTS AND CONSTRUCTED OF MATERIALS THAT WILL MINIMIZE DAMAGE TO AN AIRCRAFT IN THE EVENT OF INADVERTENT CONTACT. ITEMS USED TO SECURE SUCH MARKINGS MUST BE OF A COLOR SIMILAR TO THE MARKING. REFER TO CSPP DRAWINGS FOR DURATION AND DETAILS.

B. MARKINGS. NO TEMPORARY CHANGES TO AIRPORT MARKING WILL BE REQUIRED FOR THE PHASING OF THIS PROJECT.

C. LIGHTING AND VISUAL NAVAIDS. LIGHTING AND VISUAL AIDS WILL NOT BE AFFECTED REFER TO THE CSPP DRAWINGS AND PLANS FOR DETAILS.

D. SIGNS. AIRPORT SIGNAGE WILL NOT BE AFFECTED DURING THE PROJECT.

17. MARKING AND SIGNS FOR ACCESS ROUTES

MARKING AND SIGNS SHALL BE IN CONFORMANCE WITH AC 150/5340-18 AND THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL (MUTCD) AND/OR STATE HIGHWAY SPECIFICATION, NOT HAND LETTERED. ALL SIGNS SHALL BE FRANGIBLE AND COMPLY WITH HEIGHT RESTRICTIONS AS SHOWN ON THE PROJECT SAFETY PLANS.

18. HAZARD MARKING AND LIGHTING AND SIGNAGE

A. PURPOSE. HAZARD MARKING, LIGHTING, AND SIGNING PREVENT PILOTS FROM ENTERING AREAS CLOSED TO AIRCRAFT AND PREVENT CONSTRUCTION PERSONNEL FROM ENTERING AREAS OPEN TO AIRCRAFT. MAINTENANCE OF THE HAZARD MARKING AND LIGHTING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL DESIGNATE A REPRESENTATIVE TO BE ON CALL 24 HOURS A DAY FOR EMERGENCY MAINTENANCE OF AIRPORT HAZARD LIGHTING AND BARRICADES.

B. EQUIPMENT.

I. BARRICADES. BARRICADES PER MUTCD ARE REQUIRED FOR THIS PROJECT.

II. LIGHTS. FLASHING LIGHTS ON BARRICADES REQUIRED FOR THIS PROJECT.

III. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION. LIGHTING EQUIPMENT IS NOT REQUIRED FOR THIS PROJECT.

19. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

- CONTRACTOR IS RESPONSIBLE FOR DEMARCATING THE RUNWAY AND TAXIWAY SAFETY AREAS AS SHOWN ON THE CSPP DRAWINGS. MATERIALS FOR IDENTIFYING THE RESTRICTED AREAS, IF NOT IDENTIFIED, SHALL BE APPROVED BY ENGINEER PRIOR TO INSTALLATION. REFER TO SECTION 7 FOR ACCESS AND STOCKPILE REQUIREMENTS.

A. RUNWAY SAFETY AREA (RSA). RUNWAY CLOSURE X'S AND NOTAMS SHALL BE IN PLACE PRIOR TO PERSONNEL AND CONSTRUCTION EQUIPMENT ENCRDACHING IN SAFETY AREA. REFER TO CSPP DRAWINGS AND SECTION 18 FOR HAZARD MARKING AND LIGHTING. ALL EXCAVATION WITHIN THE RSA SHALL BE FILLED PRIOR TO REOPENING TO TRAFFIC. SHARP DROP OFFS ON EDGE OF PAVEMENT ARE NOT ACCEPTABLE.

B. RUNWAY OBJECT FREE AREA (ROFA). CONSTRUCTION EQUIPMENT SHALL NOT EXCEED 15 FEET IN HEIGHT WITHIN THE ROFA, UNLESS THE ADJACENT RUNWAY IS CLOSED. EQUIPMENT AND MATERIALS ARE TO BE REMOVED FROM THE ROFA WHEN NOT IN USE.

C. TAXIWAY SAFETY AREA (TSA). TAXIWAY CLOSURE X'S AND BARRICADES AS SHOWN ON THE CSPP DRAWINGS SHALL BE IN PLACE PRIOR TO PERSONNEL AND CONSTRUCTION EQUIPMENT ENCRDACHING IN SAFETY AREA. REFER TO SAFETY PLAN AND SECTION 18 FOR HAZARD MARKING AND LIGHTING. ALL EXCAVATION WITHIN THE TSA SHALL BE FILLED AND PROPERLY GRADED PRIOR TO REOPENING TO TRAFFIC. SHARP DROP OFFS ON EDGE OF PAVEMENT ARE NOT ACCEPTABLE.

D. TAXIWAY OBJECT FREE AREA (TOFA). CONSTRUCTION EQUIPMENT AND STOCKPILE SHALL NOT ENCRDACH ON THE TAXIWAY OBJECT FREE AREA.

E. RUNWAY OBJECT FREE ZONE (ROFZ). RUNWAY CLOSURE X'S AND NOTAMS SHALL BE IN PLACE PRIOR TO PERSONNEL AND CONSTRUCTION EQUIPMENT ENCRDACHING IN THE OBJECT FREE ZONE. REFER TO CSPP DRAWINGS AND SECTION 18 FOR HAZARD MARKING AND LIGHTING.

F. RUNWAY APPROACH/DEPARTURE SURFACES. CONSTRUCTION EQUIPMENT AND PERSONNEL SHALL NOT ENCRDACH ON APPROACH/DEPARTURE SURFACES.

20. OTHER LIMITATIONS ON CONSTRUCTION

- ALL CONSTRUCTION TRAFFIC SHALL YIELD TO ANY VEHICLES USING THE STREETS..
- THE USE OF OPEN FLAME, WELDING OR TORCHES IS PROHIBITED UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THE AIRPORT OPERATOR HAS APPROVED THEIR USE.
- THE USE OF FLARE POTS WITHIN THE AOA (AIRPORT OPERATING AREA) IS PROHIBITED AT ANY TIME.
- THE USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000 FEET OF THE AIRPORT PROPERTY IS PROHIBITED

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Professional Engineer
State of Nebraska
No. 4-25-24
Diane Hoff

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

CONSTRUCTION SAFETY / PHASING NOTES

TREE CLEARING & GRADING

ABILENE, KANSAS

AIP NO. 3-20-0001-017 / 019

2024

drawn by: SDN
checked by: JTO
approved by: DJH
QA/QC by:
project no.: 023-01278
drawing no.:
date: 04.25.2024

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MAMMOTH

S P O R T S C O N S T R U C T I O N



**LETTER OF INTENT IS FOR:
The City of Abilene, Kansas**

May 10, 2024

City of Abilene
020 NW 8th St.
Abilene, KS 67410

Dear City of Abilene:

Mammoth Sports Construction, LLC ("Mammoth") is excited to partner with the City of Abilene, Kansas ("the City") to look at the possibilities and different approaches and locations for building new sports fields and/or ballfields in Abilene, Kansas which will include but not be limited to design and pre-construction services with the possibility of future agreements for construction services (collectively referred to herein as "the Project").

The letter is an expression of our mutual intention only and does not constitute a binding agreement among the Parties with respect to the Project. Any such binding agreement would only arise from negotiation, execution, and delivery of a final written contract having terms and conditions satisfactory to the Parties to such an agreement (the Final Contract).

However, in recognition of the time and effort that will be expended by Mammoth on the design and planning of the Project the Parties agree that the following provisions will constitute a legally binding and enforceable agreement governing the pursuit of the Final Contract.

1. **Exclusive Negotiations:** Until a Final Contract is executed, or the termination of this Letter of Intent occurs, the City and its officers, directors, employees, and/or agents will not, directly or indirectly, solicit or accept from any person or entity any offer or expression of interest in, or with respect to the Project.
2. **Intellectual Property/Confidentiality:** Each Party will retain exclusive interest in, and ownership of its ~~Intellectual Property~~ existing prior to this Letter of Intent or developed outside the scope of this Letter of Intent. The intellectual property shared between Mammoth and the City under this Letter of Intent, or any subsequent agreement between the Parties, are to be kept confidential. Notwithstanding the foregoing, Mammoth acknowledges that the City is a public entity subject to the provisions of the Kansas open records act, K.S.A. 45-215, et seq ("KORA"). As such, the City is required to allow citizens to inspect and/or copy documents and records deemed to be "public records" under the law. In the event of a conflict between the confidentiality obligations of this Letter of Intent and KORA, the provisions of KORA shall control. The Parties agree that in the event this Letter of Intent is terminated prior to the execution of a Final Contract, no Party may use the intellectual property of the other in pursuit or development of plans, renderings, design or construction of another project with any other party or entity.
3. **Negotiations:** Mammoth and the City shall work and negotiate in good faith to

arrive at a mutually acceptable Final Contract at the earliest reasonable and practical date allowed by the City.

~~4. **Exemption from Competitive Bid Process:** The Parties understand and acknowledge that any services that would be provided by Mammoth to the City under this Agreement or a Final Contract would be exempt from the competitive bid process pursuant to K.S.A. 72-1151(b)(1).~~

~~5. **Cooperative Purchasing.** To the extent that the City would request or require services through this Agreement or a Final Contract which are not exempt pursuant to K.S.A. 72-1151(b)(1), the City acknowledges that Mammoth shall be allowed to provide such services as an awarded vendor of a Greenbush Cooperative Purchasing Contract to provide sports construction services with related design services. If the City requests for this Agreement or Final Contract to be a Greenbush Cooperative Project, then the Parties agree that the following documents are incorporated into this Agreement and made a part hereof as if more fully set forth herein; Southeast Kansas Education Center (Greenbush) Binder Document 23.1_ESC-SPORTSCONSTRUCTIONSERV2023 and Southeast Kansas Education Service Center (Greenbush) Specifications Document 23.1_ESC-SPORTSCONSTRUCTIONSERV2023.~~

~~6.4. **Costs.** During the term of this Letter of Intent, any potential costs to the City shall be discussed and approved by both parties, in writing, prior to either party realizing or being responsible for any cost.~~

~~7.5. **Termination.** Either Party may terminate this Letter of Intent, at its own discretion, upon two weeks' written notice to the other Party, at which time Mammoth is to be compensated in full for any work complete and/or cost incurred for the preconstruction and design build services agreed to in this Letter of Intent, but only to the extent that such compensation or costs have been approved by the City, in writing, pursuant to Section 4.~~

Please sign and date below to indicate the formal intent of the City of Abilene, Kansas to contract with Mammoth Sports Construction, LLC.

Sincerely,

/s/Jeremy Capo

Jeremy Capo
Vice President – Business Strategy
Mammoth Sports Construction

City of Abilene, Kansas

Signed: _____

Printed Name: _____ Date: _____

CITY OF ABILENE

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***Check Detail Register©**
Batch: 051624PAY-LJ

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37473	05/16/24	ROSS, ANTHONY W.			
	E 015-153-522860	ADULT SOFTBALL	\$252.00	051524	ASB UMPIRE
		Total	\$252.00		
		002000	\$252.00		

Fund Summary

002000 Astra Bank checking		
015 RECREATION COMMISSION	\$252.00	
	\$252.00	

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***Check Detail Register©**

Batch: 051724PAY-LJ

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37474	05/17/24	WICHITA STATE UNIVERSITY			
	E 001-001-520260	SPECIAL PROJECTS	\$3,977.00	PPMC24107	STRATEGIC PLANNING WORKSHOP 051424
		Total	\$3,977.00		
		002000	\$3,977.00		

Fund Summary

002000 Astra Bank checking		
001 GENERAL FUND		\$3,977.00
		\$3,977.00

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***Check Detail Register©**

Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37475	05/28/24	ABILENE PRINTING & OFFICE			
E 001-001-521010		OFFICE SUPPLIES	\$10.67	59746	PAPER
E 002-024-521010		OFFICE SUPPLIES	\$10.66	59746	PAPER
E 004-043-521010		OFFICE SUPPLIES	\$10.66	59746	PAPER
		Total	\$31.99		
37476	05/28/24	ABILENE RENT-ALL & SALES, INC			
E 008-000-530260		SPECIAL PROJECTS	\$150.00	21002-00	DOG PARK WATERLINE
		Total	\$150.00		
37477	05/28/24	ABILENE ROTARY CLUB			
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$219.00	STM 050124	1ST QTR WILKINS DUES
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$219.00	STM 051024	1ST QTR MARSH DUES
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$219.00	STM 051324	ROLLER-WEEKS DUES
		Total	\$657.00		
37478	05/28/24	ABILENE TERMITE & PEST CO			
E 001-004-520700		RENT-CONTRACTS-MAI	\$95.00	10972	PEST CONTROL @ YARD
E 015-157-520610		BUILDING MAINTENANC	\$230.00	11134	PEST CONTROL COMMUNITY CENTER
E 001-001-520610		BUILDING MAINTENANC	\$23.58	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
E 002-024-520610		BUILDING MAINTENANC	\$23.57	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
E 004-043-520610		BUILDING MAINTENANC	\$23.57	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
E 001-011-520970		MISCELLANEOUS SERVI	\$23.57	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
E 001-008-520610		BUILDING MAINTENANC	\$23.57	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
E 001-002-520610		BUILDING MAINTENANC	\$23.57	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
E 001-003-520610		BUILDING MAINTENANC	\$23.57	8271	ANNUAL TERMITE INSP/CONTRACT RENEWAL
		Total	\$490.00		
37479	05/28/24	AIRPORT IFE SERVICES, INC			
E 005-000-530260		SPECIAL PROJECTS	\$2,000.00	171	DISPLACED TRHESHOLD PROJECT - CONSULTANT SERVICE
		Total	\$2,000.00		
37480	05/28/24	APAC, INC - SHEARS			
E 001-004-520640		STREET REPAIRS	\$641.18	8001865974	HOT MIX ASPHALT
E 001-004-520640		STREET REPAIRS	\$353.63	8001865999	HOT MIX ASPHALT
E 001-004-520640		STREET REPAIRS	\$482.76	8001866095	HOT MIX ASPHALT
E 001-004-520640		STREET REPAIRS	\$378.40	8001866121	HOT MIX ASPHALT
		Total	\$1,855.97		
37481	05/28/24	ARLAN CO INC			
E 015-152-523443		POOL SUPPLIES	\$2,257.08	15751	POOL CHAIRS & TABLES
		Total	\$2,257.08		
37482	05/28/24	ASTRA BANK			
E 015-153-521050		CONCESSION SUPPLIE	\$200.00	STM 052124	TOURNEY \$
		Total	\$200.00		
37483	05/28/24	JEFF WILKENS			
E 008-000-530365		FRIENDS OF THE PARK	\$150.00	2946	FOUNTAIN DRIP SYSTEM

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***Check Detail Register©**

Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$150.00		
37484	05/28/24	BIZ SWAG			
E 001-001-521010		OFFICE SUPPLIES	\$15.84	2764	SHIRT
E 002-024-521010		OFFICE SUPPLIES	\$15.83	2764	SHIRT
E 004-043-521010		OFFICE SUPPLIES	\$15.83	2764	SHIRT
E 001-003-521150		UNIFORMS & ALTERATI	\$833.64	2769	30 SHIRTS
E 015-153-522300		YOUTH SPORTS SUPPLI	\$1,302.00	2781	COACH PITCH SHIRTS
Total			\$2,183.14		
37485	05/28/24	BOBCAT OF SALINA			
E 003-000-520620		EQUIPMENT REP & MAI	\$30.28	82209	SKIDSTEER HYDRAULIC CAP
Total			\$30.28		
37486	05/28/24	CASCO INDUSTRIES			
E 020-000-530391		FIRE EQUIPMENT	\$2,159.00	261892	FIRE HOSE
Total			\$2,159.00		
37487	05/28/24	CATLETT AUTOMOTIVE INC			
E 001-004-520620		EQUIPMENT REP & MAI	\$65.86	178465	#18B HYD. HOSE FITTING
E 001-004-520600		VEHICLE EXPENSES	\$32.74	178547	#21 COUPLING & MUD FLAPS
E 002-023-520600		VEHICLE EXPENSES	\$27.82	178630	#12 OIL
E 004-042-520620		EQUIPMENT REP & MAI	\$14.17	178669	CAP SCREWS
E 004-042-520620		EQUIPMENT REP & MAI	\$34.02	178689	SKIDSTEER REPAIR WWTP
E 004-042-520620		EQUIPMENT REP & MAI	\$10.14	178696	WWTP SKIDSTEER REPAIR
E 004-042-520620		EQUIPMENT REP & MAI	\$306.69	178733	HYD HOSE FITTINGS/REELS
E 001-004-520620		EQUIPMENT REP & MAI	\$10.37	179654	#18 WIPER BLADES
Total			\$501.81		
37488	05/28/24	CBK INC			
E 001-001-520700		RENT-CONTRACTS-MAI	\$24.46	2024-04-30-L	COLLECTION FEES FOR 4/1-4/30/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$24.45	2024-04-30-L	COLLECTION FEES FOR 4/1-4/30/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$24.45	2024-04-30-L	COLLECTION FEES FOR 4/1-4/30/24
Total			\$73.36		
37489	05/28/24	CENTRAL OFFICE SERVICE			
E 045-000-530260		SPECIAL PROJECTS	\$3,450.00	282340-0	CIVIC CENTER FURNITURE
Total			\$3,450.00		
37490	05/28/24	COLOR ME CRAZY! FACE PAINTING			
E 015-153-522900		SPECIAL EVENTS	\$450.00	STM 052224	KICK OFF TO SUMMER EVENT
Total			\$450.00		
37491	05/28/24	CONRAD FIRE EQUIPMENT, INC			
E 001-003-521231		FIRE EQUIPMENT	\$366.67	575232	FIRE HELMET
Total			\$366.67		
37492	05/28/24	DELTA FIRE & SAFETY TX			
E 001-003-521030		CHEMICALS	\$110.00	INVTX22-639	GEAR CLEANER
Total			\$110.00		

CITY OF ABILENE

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Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37493	05/28/24	DOWNTOWN DANCE LLC			
E 015-156-523331		DANCE/TUMBLING	\$1,056.00	STM 051524	MAY TUMBLING FEES
		Total	\$1,056.00		
37494	05/28/24	EMPOWER FAMILY HEALTH AMERICAL LC			
E 001-001-510290		EMPLOYER CONTRB TO	\$178.70	STM 051524	MAY 2024 ADMIN & MONTHLY COMPLIANCE FEES
		Total	\$178.70		
37495	05/28/24	GLASGOW, PATRICK			
E 001-002-520270		TRAINING	\$348.40	STM 051324	MILEAGE KLETC
		Total	\$348.40		
37496	05/28/24	BRAD HOMMAN			
E 001-003-521120		SIREN REPAIRS	\$1,059.00	9344	NEW STORM SIREN RECEIVER/CONTROLLER
E 001-003-521120		SIREN REPAIRS	\$995.00	9348	STORM SIREN CONTROL RECEIVER/DECODER
E 001-003-521120		SIREN REPAIRS	\$1,990.00	9349	2 STORM SIREN CONTROL RECEIVER/DECODER
E 001-003-521120		SIREN REPAIRS	\$650.00	9355	UPDATE 5 STORM SIREN RECEIVERS
		Total	\$4,694.00		
37497	05/28/24	IMAGE QUEST			
E 015-151-521045		OFFICE EQUIPMENT	\$39.13	IN5231677	MONTHLY COPIER CONTRACT
		Total	\$39.13		
37498	05/28/24	J & A ELECTRIC			
E 001-001-520260		SPECIAL PROJECTS	\$3,833.62	3321	LITTLE IKE PARK JUNCTION BOX
		Total	\$3,833.62		
37499	05/28/24	KA-COMM, INC.			
E 001-002-530390		POLICE EQUIPMENT	\$1,290.00	192813	RADAR
		Total	\$1,290.00		
37500	05/28/24	KAPIO			
E 001-001-520270		TRAINING	\$14.00	1127	QTRLY MEETING, JUNE 5 OLSON
		Total	\$14.00		
37501	05/28/24	KS SECRETARY OF STATE			
E 001-004-520910		DUES-SUBSCRIPTIONS-	\$8.33	54813128N	JENNIE HIATT NOTARY RENEWAL
E 002-022-520910		DUES-SUBSCRIPTIONS-	\$8.33	54813128N	JENNIE HIATT NOTARY RENEWAL
E 004-041-520910		DUES-SUBSCRIPTIONS-	\$8.34	54813128N	JENNIE HIATT NOTARY RENEWAL
		Total	\$25.00		
37502	05/28/24	KVK, INC			
E 001-015-520710		CIVIC CENTER MAINTEN	\$535.00	39017	FURNANCE MAINT
		Total	\$535.00		
37503	05/28/24	LINDER ELECTRIC			
E 002-023-520670		WELL MAINTENANCE	\$500.00	210396	WELL #16 WIRING WORK
		Total	\$500.00		
37504	05/28/24	LUMBER HOUSE TRUE VALUE			

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Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-041-520620		EQUIPMENT REP & MAI	\$8.98	2405-190349	SEWER TRUCK SMALL HOSE ADAPTER
E 001-004-520610		BUILDING MAINTENANC	\$2.29	2405-192720	FLAPPER CHAIN
E 004-042-520610		BUILDING MAINTENANC	\$72.99	2405-192933	FAUCET
E 001-004-520620		EQUIPMENT REP & MAI	\$32.47	2405-193134	MOWER OIL & FILTER
E 004-042-520610		BUILDING MAINTENANC	(\$61.00)	2405-193152	FAUCET RETURN/COUPLING
E 002-023-520670		WELL MAINTENANCE	\$27.97	2405-193320	TANK SPRAYER
E 002-022-520620		EQUIPMENT REP & MAI	\$37.99	2405-193324	HOSE FOR PORTABLE WATER TANK
E 001-003-521231		FIRE EQUIPMENT	\$17.58	2405-194708	PIPE & HOSE FOR AIRLINE
E 001-004-521280		CURB & GUTTER REPAI	\$110.18	2405-195859	2 X 4'S & REBAR
E 002-022-520685		FIRE HYDRANTS & VALV	\$35.80	2405-196196	2X8X16 STEP STONE
E 004-042-521040		JANITOR SUPPLIES	\$4.99	2405-196236	HAND SOAP
		Total	\$290.24		
37505	05/28/24	M & M TIRE & AUTO			
E 001-002-520600		VEHICLE EXPENSES	\$807.76	96743	REPLACE FRONT BRAKE PADS & ROTORS
		Total	\$807.76		
37506	05/28/24	MILLER, JANIE			
E 002-024-520780		REFUND EXPENSE	\$58.00	STM 052024	REFUND SET OFF PYMT - DUPLICATE ACCTS
		Total	\$58.00		
37507	05/28/24	MILLNER, CHALSEA			
E 050-000-520290		COURT BOND REFUND	\$295.00	STM 050624	BAIL REFUND
		Total	\$295.00		
37508	05/28/24	INVORG INC			
E 001-011-520705		SOFTWARE SUBSCRIPT	\$1,422.00	1488	APRIL 2024 MONTHLY FEE
		Total	\$1,422.00		
37509	05/28/24	OCCK INC.			
E 003-000-520490		OCCK SERVICES	\$6,166.67	126250	LABOR RECYCLE CENTER APRIL 2024
		Total	\$6,166.67		
37510	05/28/24	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460206338	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460206482	SUSPENDED SOLIDS
		Total	\$703.00		
37511	05/28/24	PARKS & GREEN SPACES, LLC			
E 013-131-520260		SPECIAL PROJECTS	\$750.00	634	"SEE ABILENE" POSTER DESIGN & PRINTS
		Total	\$750.00		
37512	05/28/24	PIONEER FARM INC			
E 004-041-520652		LOCATE SERVICES & S	\$90.93	664014	UTILITY LOCATE FLAGS
E 002-023-520620		EQUIPMENT REP & MAI	\$47.78	664124	AIR COMPRESSOR MAINT
E 004-042-520620		EQUIPMENT REP & MAI	\$6.45	664406	WWTP SKID STEER REPAIR
E 004-042-520620		EQUIPMENT REP & MAI	\$51.96	664503	HYDRAULIC PUMP REPAIR
E 002-023-520620		EQUIPMENT REP & MAI	\$45.99	664910	OIL FOR AIR COMPRESSOR
E 004-041-520651		SEWERLINE MAINTENA	\$31.99	665165	SEWAGE SPILL CLEANUP
E 004-042-520620		EQUIPMENT REP & MAI	\$55.65	666241	HOSE FOR HYDRAULIC PUMP

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Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$330.75		
37513	05/28/24	PRAIRIELAND PARTNERS			
E 004-042-520620		EQUIPMENT REP & MAI	\$28.02	1001181829	DUST COVERS - HYDRAULIC LINE
Total			\$28.02		
37514	05/28/24	QUADIENT FINANCE USA, INC			
E 001-001-520220		POSTAGE & METER RE	\$374.31	STM 051024	POSTAGE
E 002-024-520220		POSTAGE & METER RE	\$374.30	STM 051024	POSTAGE
E 004-043-520220		POSTAGE & METER RE	\$374.30	STM 051024	POSTAGE
E 001-002-520220		POSTAGE & METER RE	\$20.99	STM 051024	POSTAGE
E 001-003-520220		POSTAGE & METER RE	\$10.88	STM 051024	POSTAGE
E 001-011-520220		POSTAGE & METER RE	\$216.24	STM 051024	POSTAGE
E 001-012-520220		POSTAGE & METER RE	\$7.04	STM 051024	POSTAGE
E 015-151-520220		POSTAGE & METER RE	\$45.44	STM 051024	POSTAGE
Total			\$1,423.50		
37515	05/28/24	JERRY RANKIN			
E 001-001-520880		SISTER CITY BOARD	\$45.61	STM 051524	REIMB JAPAN CLUB MEETING
Total			\$45.61		
37516	05/28/24	ROASTER JOES, INC			
E 001-003-520970		MISCELLANEOUS SERVI	\$99.38	2064:319501	COFFEE
E 001-001-520970		MISCELLANEOUS SERVI	\$17.22	2064:320845	COFFEE
E 002-024-520970		MISCELLANEOUS SERVI	\$17.22	2064:320845	COFFEE
E 004-043-520970		MISCELLANEOUS SERVI	\$17.22	2064:320845	COFFEE
Total			\$151.04		
37517	05/28/24	SALINA SEPTIC SERVICE			
E 015-153-530331		FIELD IMPROVEMENTS	\$300.00	I20229	PORTA POTTIES
E 015-153-530331		FIELD IMPROVEMENTS	\$150.00	I20230	PORTA POTTIES
Total			\$450.00		
37518	05/28/24	SALINA SUPPLY CO			
E 008-000-530260		SPECIAL PROJECTS	\$144.00	S100264588.	DOG WATERER
Total			\$144.00		
37519	05/28/24	TBS ELECTRONICS, INC			
E 001-003-521231		FIRE EQUIPMENT	\$451.00	126568	RADIO BATTERIES
Total			\$451.00		
37520	05/28/24	THE AUSTIN PETERS GROUP, LLC			
E 001-001-520260		SPECIAL PROJECTS	\$2,625.00	2-2024	PORJECT PYMT 2
Total			\$2,625.00		
37521	05/28/24	THE FLOWER BOX			
E 001-001-520800		AWARDS & CONTRIBUTI	\$52.32	39800	GREEN PLANT VIOLA
Total			\$52.32		
37522	05/28/24	KELLEE TIMBROOK			
E 015-151-520600		VEHICLE EXPENSES	\$129.69	STM 052124	MILEAGE

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Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$129.69		
37523	05/28/24	TYLER TECHNOLOGIES, INC			
E 020-000-530260		SPECIAL PROJECTS	\$253.75	025-464082	NEW SOFTWARE
E 020-000-530260		SPECIAL PROJECTS	\$1,667.50	025-465096	NEW SOFTWARE
Total			\$1,921.25		
37524	05/28/24	US POST OFFICE			
E 002-024-520220		POSTAGE & METER RE	\$773.10	STM 053124	MAY 2024 REGULAR BILLING
E 004-043-520220		POSTAGE & METER RE	\$773.10	STM 053124	MAY 2024 REGULAR BILLING
E 003-000-520320		PRINTING & ADVERTISI	\$171.80	STM 053124	MAY 2024 REGULAR BILLING
Total			\$1,718.00		
37525	05/28/24	USD 435 ABILENE			
E 015-153-522800		CAMPS	\$100.00	STM 050724	AHS BASEBALL TEAM
E 001-001-520880		SISTER CITY BOARD	\$562.50	STM 052124	45 SHIRTS SISTER CITY
Total			\$662.50		
37526	05/28/24	VAN DIEST CHEMICAL CO			
E 002-023-521030		CHEMICALS	\$114.00	128012	WEED CONTROL
E 002-023-521030		CHEMICALS	\$271.05	128013	WEED CONTROL
Total			\$385.05		
37527	05/28/24	VERIZON			
E 001-004-520520		TELEPHONE / INTERNE	\$12.15	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$12.14	9963513627	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$20.73	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.72	9963513627	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$20.01	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.00	9963513627	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$8.10	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$8.09	9963513627	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$8.10	9963513627	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$13.82	9963513627	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$13.34	9963513627	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$13.82	9963513627	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$13.34	9963513627	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$13.81	9963513627	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$13.33	9963513627	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$46.45	9963513627	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.01	9963513627	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$20.00	9963513627	CELL PHONE SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.45	9963513627	CELL PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$40.01	9963513627	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9963513627	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9963513627	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$40.01	9963513627	CELL PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$1,148.32	9963513627	CELL PHONE SERVICE
		Total	\$2,103.72		
37528	05/28/24	VISA - UMB ADMINISTRATION			
E 001-001-521010		OFFICE SUPPLIES	\$10.59	STM 050224	TAPE DISPENSER/PEN/DESK ORGANIZER
E 002-024-521010		OFFICE SUPPLIES	\$10.59	STM 050224	TAPE DISPENSER/PEN/DESK ORGANIZER
E 004-043-521010		OFFICE SUPPLIES	\$10.60	STM 050224	TAPE DISPENSER/PEN/DESK ORGANIZER
E 001-001-521010		OFFICE SUPPLIES	\$23.89	STM 050224	OFFICE SUPPLIES HR
E 002-024-521010		OFFICE SUPPLIES	\$23.89	STM 050224	OFFICE SUPPLIES HR
E 004-043-521010		OFFICE SUPPLIES	\$23.89	STM 050224	OFFICE SUPPLIES HR
E 001-001-521010		OFFICE SUPPLIES	\$12.09	STM 050224	BLANK ADDRESS LABELS
E 002-024-521010		OFFICE SUPPLIES	\$12.09	STM 050224	BLANK ADDRESS LABELS
E 004-043-521010		OFFICE SUPPLIES	\$12.09	STM 050224	BLANK ADDRESS LABELS
E 001-002-520610		BUILDING MAINTENANC	\$8.89	STM 050224	HVAC FILTER FOR UNITS
E 001-001-520270		TRAINING	\$10.78	STM 050224	TRAINING LUNCH
E 002-024-520270		TRAINING	\$10.78	STM 050224	TRAINING LUNCH
E 004-043-520220		POSTAGE & METER RE	\$10.77	STM 050224	TRAINING LUNCH
E 002-022-520510		ELECTRIC SERVICE	\$121.19	STM 050224	ELECTRIC SERVICE @ WATER/GARTEN & RUSS STOVER
E 001-001-520270		TRAINING	\$262.32	STM 050224	BRANDON HOTEL CITY LEADERS ACADEMY
E 001-004-521140		FIRST AID & MEDICAL S	\$35.98	STM 050224	BATTERIES FOR AED
E 001-006-520120		MEDICAL SUPPLIES	\$35.98	STM 050224	BATTERIES FOR AED
E 001-001-521010		OFFICE SUPPLIES	\$35.98	STM 050224	BATTERIES FOR AED
E 002-024-521010		OFFICE SUPPLIES	\$35.98	STM 050224	BATTERIES FOR AED
E 004-043-521010		OFFICE SUPPLIES	\$35.98	STM 050224	BATTERIES FOR AED
E 001-001-521010		OFFICE SUPPLIES	\$5.33	STM 050224	TEA
E 002-024-521010		OFFICE SUPPLIES	\$5.33	STM 050224	TEA
E 004-043-521010		OFFICE SUPPLIES	\$5.33	STM 050224	TEA
E 001-001-520280		TRAVEL-MEETINGS & C	\$20.40	STM 050224	INNOVATION SUMMIT DINNER MARSH
E 001-001-520270		TRAINING	\$39.79	STM 050224	CITY LEADERS ACADEMY MANHATTAN
E 002-024-520270		TRAINING	\$39.77	STM 050224	CITY LEADERS ACADEMY MANHATTAN
E 004-043-520270		TRAINING	\$39.77	STM 050224	CITY LEADERS ACADEMY MANHATTAN
E 001-001-520270		TRAINING	\$68.52	STM 050224	CYBERSECURITY SUMMIT WICHITA
E 002-024-520270		TRAINING	\$68.51	STM 050224	CYBERSECURITY SUMMIT WICHITA
E 004-043-520270		TRAINING	\$68.51	STM 050224	CYBERSECURITY SUMMIT WICHITA
E 001-001-520280		TRAVEL-MEETINGS & C	\$145.01	STM 050224	INNOVATION SUMMIT WICHITA MARSH
E 001-001-521010		OFFICE SUPPLIES	\$2.00	STM 050224	SYMPATHY CARDS
E 002-024-521010		OFFICE SUPPLIES	\$2.00	STM 050224	SYMPATHY CARDS
E 004-043-521010		OFFICE SUPPLIES	\$2.00	STM 050224	SYMPATHY CARDS
E 001-001-521010		OFFICE SUPPLIES	\$12.93	STM 050224	PENS, USB HUB, TABS
E 002-024-521010		OFFICE SUPPLIES	\$12.93	STM 050224	PENS, USB HUB, TABS

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-043-521010		OFFICE SUPPLIES	\$12.93	STM 050224	PENS, USB HUB, TABS
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$26.14	STM 050224	GFOA BUDGET BOOK
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$26.13	STM 050224	GFOA BUDGET BOOK
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$26.13	STM 050224	GFOA BUDGET BOOK
E 001-001-521010		OFFICE SUPPLIES	\$48.25	STM 050224	COFFE CUPS, LEMON PK
E 002-024-521010		OFFICE SUPPLIES	\$48.25	STM 050224	COFFE CUPS, LEMON PK
E 004-043-521010		OFFICE SUPPLIES	\$48.24	STM 050224	COFFE CUPS, LEMON PK
E 001-001-520280		TRAVEL-MEETINGS & C	\$25.23	STM 050224	SAUSAGE FOR STAFF BREAKFAST
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$58.33	STM 050224	SHRM ANNUAL MEMBERSHIP
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$58.33	STM 050224	SHRM ANNUAL MEMBERSHIP
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$58.34	STM 050224	SHRM ANNUAL MEMBERSHIP
E 001-001-520705		SOFTWARE SUBSCRIPT	\$39.67	STM 050224	BASECAMP MONTHLY FEES
E 002-024-520705		SOFTWARE SUBSCRIPT	\$39.67	STM 050224	BASECAMP MONTHLY FEES
E 004-043-520705		SOFTWARE SUBSCRIPT	\$39.66	STM 050224	BASECAMP MONTHLY FEES
E 001-001-521010		OFFICE SUPPLIES	\$22.64	STM 050224	TOILET PAPER/POST ITS
E 002-024-521010		OFFICE SUPPLIES	\$22.64	STM 050224	TOILET PAPER/POST ITS
E 004-043-521010		OFFICE SUPPLIES	\$22.65	STM 050224	TOILET PAPER/POST ITS
E 001-007-520620		EQUIPMENT REP & MAI	\$2,010.51	STM 050224	WATER FOUNTAIN
E 001-001-520520		TELEPHONE / INTERNE	\$405.55	STM 050224	PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$405.55	STM 050224	PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$405.54	STM 050224	PHONE SERVICE
E 001-008-520520		TELEPHONE / INTERNE	\$135.19	STM 050224	PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$135.18	STM 050224	PHONE SERVICE
E 001-013-520520		TELEPHONE / INTERNE	\$168.48	STM 050224	PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$233.12	STM 050224	PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$135.18	STM 050224	PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$165.13	STM 050224	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$114.44	STM 050224	PHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	\$194.90	STM 050224	PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$70.85	STM 050224	PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$70.85	STM 050224	PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$70.86	STM 050224	PHONE SERVICE
E 003-000-520520		TELEPHONE / INTERNE	\$90.31	STM 050224	PHONE SERVICE
E 015-152-520520		TELEPHONE / INTERNE	\$60.07	STM 050224	PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$124.50	STM 050224	PHONE SERVICE
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$20.00	STM 050224	BACKGROUND CHECK WATER DEPT
E 001-001-520280		TRAVEL-MEETINGS & C	\$41.95	STM 050224	DIRNKS KMIT TRAINING
Total			\$6,963.87		
37529	05/28/24	VISA - UMB AIRPORT			
E 005-000-520520		TELEPHONE / INTERNE	\$16.87	STM 050224	AWOS INTERNET
E 005-000-520520		TELEPHONE / INTERNE	\$117.70	STM 050224	OFFICE COMPUTER INTERNET
Total			\$134.57		
37530	05/28/24	VISA - UMB COMMUNITY DEVELOP			
E 001-001-520280		TRAVEL-MEETINGS & C	\$20.29	STM 050224	AAKC CONF
E 001-001-520280		TRAVEL-MEETINGS & C	\$12.37	STM 050224	AAKC CONF
E 001-008-520270		TRAINING	\$181.93	STM 050224	NAPC FORUM CONF
E 001-001-520280		TRAVEL-MEETINGS & C	\$294.68	STM 050224	AAKC CONF

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-008-520905		HERITAGE COMMISSIO	\$810.00	STM 050224	BANNER FOR 3RD ST NATIONAL PRESERVATION
E 001-008-520270		TRAINING	\$17.48	STM 050224	DINNER APA NPC
E 001-008-520270		TRAINING	\$25.00	STM 050224	LUNCH APA NPC
E 001-008-520270		TRAINING	\$36.78	STM 050224	UBER AIRPORT TO HOTEL APA NPC
E 001-008-520270		TRAINING	\$19.36	STM 050224	LUNCH APA NPC
E 001-008-520270		TRAINING	\$35.85	STM 050224	DINNER APA NPC
E 001-008-520270		TRAINING	\$13.64	STM 050224	BREAKFAST APA NPC
E 001-008-520270		TRAINING	\$14.56	STM 050224	LUNCH APA NPC
E 001-008-520270		TRAINING	\$25.08	STM 050224	DINNER APA NPC
E 001-008-520270		TRAINING	\$11.37	STM 050224	BREAKFAST APA NPC
E 001-008-520270		TRAINING	\$17.08	STM 050224	DINNER APA NPC
E 001-008-520270		TRAINING	\$19.78	STM 050224	LUNCH APA NPC
E 001-008-520270		TRAINING	\$20.00	STM 050224	BREAKFAS APA NPC
E 001-008-520270		TRAINING	\$33.32	STM 050224	UBER FROM HOTEL TO AIRPOR APA NPC
E 001-008-520270		TRAINING	\$37.50	STM 050224	KC AIRPORT PARKING APA NPC
E 001-008-520270		TRAINING	\$21.89	STM 050224	LUNCH APA NPC
E 001-008-520270		TRAINING	\$952.40	STM 050224	HOTELL APA NPC
E 001-008-521010		OFFICE SUPPLIES	\$39.99	STM 050224	OFFICE SUPPLIES
E 001-008-520970		MISCELLANEOUS SERVI	\$27.66	STM 050224	BREAKFAST ITEMS FOR DEPT HEAD MTG
E 001-008-520270		TRAINING	\$65.00	STM 050224	STAFF TRAINING LUNCH
E 001-008-521010		OFFICE SUPPLIES	\$152.89	STM 050224	GRAME FOR ZONING MAP
E 001-011-520270		TRAINING	\$32.71	STM 050224	LUNCH MEETING W/CITY OF HERINGTON CODE ENFORCEMENT
Total			\$2,938.61		
37531	05/28/24	VISA - UMB CVB			
E 013-131-520260		SPECIAL PROJECTS	\$298.00	STM 050224	IKE STICKERS
E 013-131-520721		SIGN ADVERTISING	\$1,915.00	STM 050224	MARCH BOARD RENT
E 013-131-520270		TRAINING	\$25.00	STM 050224	TIAK EDUCATION SEMINAR REGISTRATION
E 013-131-520520		TELEPHONE / INTERNE	\$158.88	STM 050224	APRIL PHONE BILL
E 001-015-521040		JANITOR SUPPLIES	\$186.98	STM 050224	VACUUM
E 013-131-520220		POSTAGE & METER RE	\$22.74	STM 050224	POSTAGE FOR VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$105.95	STM 050224	GIFT CARD FOR TRAVEL WRITER M & I
E 013-131-520220		POSTAGE & METER RE	\$32.48	STM 050224	POSTAGE VISITOR INFO REQUEST
E 001-001-530380		MISCELLANEOUS	\$1,406.99	STM 050224	ROOM DIVIDERS FO CIVIC CENTER
E 001-001-520520		TELEPHONE / INTERNE	\$49.00	STM 050224	MONTHLY FEE STREAM CITY COMMIS MEETINGS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 050224	ANTIQUE FES/CAR SHOW PROMO
E 013-131-521010		OFFICE SUPPLIES	\$54.17	STM 050224	PAPER CUTTER
E 013-131-520270		TRAINING	\$18.10	STM 050224	DINNER KS I-70 BOARD MEETING/TIAK EDUCATION
E 013-131-520740		PROMOTION, ADS, MAR	\$1,000.00	STM 050224	SPONSORSHIP/PROMO
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$119.40	STM 050224	CANVA SUBSCRIPTION
E 013-131-520740		PROMOTION, ADS, MAR	\$631.75	STM 050224	TOTES
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 050224	ANTIQUE FES/CAR SHOW PROMO
E 013-131-520270		TRAINING	\$110.78	STM 050224	LODGING FOR KS I-70/TIAK EDUCATIONAL SEMINAR
E 013-131-520220		POSTAGE & METER RE	\$25.72	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 050224	ANTIQUE FEST/CAR SHOW PROMO
E 013-131-520705		SOFTWARE SUBSCRIPT	(\$715.97)	STM 050224	REFUND

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E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 050224	ANTIQUE FEST/CAR SHOW PROMO
E 013-131-520220		POSTAGE & METER RE	\$25.45	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-520220		POSTAGE & METER RE	\$18.29	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 001-015-530380		MISCELLANEOUS	\$609.00	STM 050224	ROOM DIVIDER
E 013-131-520220		POSTAGE & METER RE	\$15.88	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-521010		OFFICE SUPPLIES	\$22.95	STM 050224	OFFICE SUPPLIES
E 013-131-520220		POSTAGE & METER RE	\$3.79	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$106.95	STM 050224	GIFT CARD TRAVEL WRITER M & I
E 013-131-520721		SIGN ADVERTISING	\$1,200.00	STM 050224	BILLBOARD RENT
E 013-131-520220		POSTAGE & METER RE	\$16.32	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-520220		POSTAGE & METER RE	\$7.34	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 050224	ANTIQUE FEST/CAR SHOW PROMO
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$29.99	STM 050224	GOOGLE DRIVE STORAGE FOR PHOTOS
E 013-131-521010		OFFICE SUPPLIES	\$172.93	STM 050224	SHIPPING MATERIALS FOR CHALLENGE COINS
E 013-131-520220		POSTAGE & METER RE	\$15.16	STM 050224	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$21.86	STM 050224	ANTIQUE FEST/CAR SHOW PROMO
E 013-131-520741		GIFT SHOP EXPENSE	\$15.69	STM 050224	OFFICE SUPPLIES
E 013-131-520220		POSTAGE & METER RE	\$3.79	STM 050224	POSTAGE VISITOR INFO REQUESTS
Total			\$8,230.36		
37532	05/28/24	VISA - UMB FIRE DEPT			
E 001-003-520610		BUILDING MAINTENANC	\$42.06	STM 050224	BUCKETS OIL DRY STORAGE
E 001-003-520120		MEDICAL SUPPLIES	\$66.17	STM 050224	AED BATTERIES
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$43.08	STM 050224	PREMIUM FUEL FOR SMALL ENGINES
E 001-003-521231		FIRE EQUIPMENT	\$63.97	STM 050224	ANGLE IRON/EQUIP SERVICE SUPPLIES
E 001-003-521231		FIRE EQUIPMENT	\$36.36	STM 050224	TRUCK SERVICE
E 001-003-520270		TRAINING	\$62.56	STM 050224	FEED THE CREW THAT STAYED FOR GRASS FIRE
E 001-003-521040		JANITOR SUPPLIES	\$85.00	STM 050224	TRUCK SAOP & DRYING BLADES
E 001-003-521231		FIRE EQUIPMENT	\$117.55	STM 050224	FUEL FILTER SET & FUEL TREATMENT
E 001-003-521231		FIRE EQUIPMENT	\$20.40	STM 050224	TRUCK MAINT
E 001-003-520610		BUILDING MAINTENANC	\$25.99	STM 050224	COIL AIR HOSE
E 001-003-520610		BUILDING MAINTENANC	\$18.12	STM 050224	COIL AIR HOSE
E 001-003-521231		FIRE EQUIPMENT	\$68.95	STM 050224	WATER TANK REFILL ADAPTER
E 001-003-520970		MISCELLANEOUS SERVI	\$15.41	STM 050224	CANDY FOR PUBLIC RELATIONS EASTER EVENT
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$30.18	STM 050224	FUEL UTV & MOWERS
E 001-003-520270		TRAINING	\$12.33	STM 050224	MEAL
E 001-003-520270		TRAINING	\$12.00	STM 050224	MEAL FOR FDIC
E 001-003-520270		TRAINING	\$66.55	STM 050224	FUEL FOR FDIC
E 001-003-520270		TRAINING	\$74.00	STM 050224	FUEL FOR FDIC
E 001-003-521231		FIRE EQUIPMENT	\$18.32	STM 050224	HOSE FOR 35 HOSE REEL
E 001-003-521231		FIRE EQUIPMENT	\$49.77	STM 050224	SWITCHES FOR 35 HOSE REEL
E 001-003-520270		TRAINING	\$7.72	STM 050224	MEAL
E 001-003-520270		TRAINING	\$11.99	STM 050224	MEAL
E 001-003-520270		TRAINING	\$22.89	STM 050224	MEAL
E 001-003-520270		TRAINING	\$11.99	STM 050224	MEAL FDIC
E 001-003-520270		TRAINING	\$16.35	STM 050224	MEAL FDIC
E 001-003-520270		TRAINING	\$61.41	STM 050224	MEALS X 2 FDIC
E 001-003-521231		FIRE EQUIPMENT	\$227.75	STM 050224	LIGHTS

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E 001-003-520270		TRAINING	\$11.99	STM 050224	MEAL
E 001-003-520270		TRAINING	\$16.35	STM 050224	MEAL
E 001-003-520270		TRAINING	\$64.19	STM 050224	RESCUE GLOVES
E 001-003-520270		TRAINING	\$11.99	STM 050224	MEAL FDIC
E 001-003-520270		TRAINING	\$16.35	STM 050224	MEAL FDIC
E 001-003-521231		FIRE EQUIPMENT	\$121.98	STM 050224	2 PAIR OF EXTRICATION GLOVES
E 001-003-521231		FIRE EQUIPMENT	\$155.15	STM 050224	STRUCTURE GLOVES
E 001-003-521231		FIRE EQUIPMENT	\$49.14	STM 050224	METAL BUCKETS
E 001-003-521040		JANITOR SUPPLIES	\$68.42	STM 050224	PAPTER TOWES/PLATES & PLASTIC FORKS
E 001-003-520270		TRAINING	\$9.13	STM 050224	MEAL
E 001-003-520270		TRAINING	\$17.44	STM 050224	MEAL
E 001-003-520270		TRAINING	\$10.90	STM 050224	MEAL FDIC
E 001-003-520270		TRAINING	\$11.62	STM 050224	MEAL FDIC
E 001-003-520270		TRAINING	\$12.50	STM 050224	MEAL FDIC
E 001-003-520270		TRAINING	\$61.44	STM 050224	FUEL FOR FDIC
E 001-003-520270		TRAINING	\$1,705.85	STM 050224	HOTEL ROOM X 2 GARAGE FEES FDIC
E 001-003-521231		FIRE EQUIPMENT	\$372.30	STM 050224	FUEL FILTERS & LUG NUT COVERS
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$296.72	STM 050224	SUPPLIES FOR SERVICING FIRE EQUIP
E 001-003-521231		FIRE EQUIPMENT	\$53.94	STM 050224	SPRAY CANS FOR APPARATUS
E 001-003-521231		FIRE EQUIPMENT	\$388.66	STM 050224	T-38 CONES
E 001-003-520270		TRAINING	\$104.00	STM 050224	APPLICATION FEE FOR NREMT
E 001-003-521231		FIRE EQUIPMENT	\$4.02	STM 050224	BRACKET FOR TRAILER LIGHT
E 001-003-521231		FIRE EQUIPMENT	\$10.49	STM 050224	TRUCK MAINT
E 001-003-521231		FIRE EQUIPMENT	\$36.13	STM 050224	TRUCK MAINT
Total			\$4,899.57		
37533	05/28/24	WEAVER, LISA			
E 050-000-520290		COURT BOND REFUND	\$600.00	STM 050624	REFUND BAIL 61236-1
Total			\$600.00		
37534	05/28/24	WEIS FIRE & SAFETY EQUIPMENT			
E 001-003-521231		FIRE EQUIPMENT	\$1,195.00	194453	PUMP TEST CERTIFICATION
Total			\$1,195.00		
37535	05/28/24	XEROX FINANCIAL SERVICES			
E 001-002-520700		RENT-CONTRACTS-MAI	\$249.15	5716381	COPIER
E 001-004-520700		RENT-CONTRACTS-MAI	\$158.07	5724385	COPIER LEASE
E 001-008-521045		OFFICE EQUIPMENT	\$116.87	5731623	COM DEV COPIER LEASE 4/25-5/27/24
Total			\$524.09		
002000			\$78,230.34		

***Check Detail Register©**

Batch: 052824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$39,460.09
002 WATER FUND	\$3,887.39
003 RECYCLING FUND	\$6,459.06
004 SEWER FUND	\$3,752.32
005 AIRPORT FUND	\$2,134.57
008 SPECIAL PARKS & REC	\$444.00
013 TOURISM & CONVENTION FUND	\$7,153.35
015 RECREATION COMMISSION	\$6,514.31
020 EQUIPMENT RESERVE FUND	\$4,080.25
045 AMERICAN RESCUE PLAN ACT FUND	\$3,450.00
050 MUNICIPAL COURT BONDS	\$895.00
	\$78,230.34

City of Abilene
Payroll Expenditures Report
5/24/2024 PR #11

PAYROLL CODE		TOTALS	
	NET SALARIES	\$ 103,813.07	
051 & 501	OASDI - CITY/EMPLOYEE	\$ 17,982.58	
049 & 502	MEDICARE - CITY/EMPLOYEE	\$ 4,205.68	
001	FEDERAL WITHHOLDING - EMPLOYEE	\$ 10,906.39	
503	KPERS - CITY	\$ 8,814.03	\$ 13,968.45
056, 057, 059	KPERS EMPLOYEE	\$ 5,154.42	
054	KPERS BUYBACK	\$ -	
505	KPERS RETIREE/EMPLOYER	\$ -	
153	KPERS GROUP LIFE - EMPLOYEE	\$ 165.28	
504	KPF - CITY	\$ 14,184.89	\$ 18,575.48
061	KPF EMPLOYEE	\$ 4,390.59	
155	KPF GROUP LIFE- EMPLOYEE	\$ 110.28	
105	FTC EMPLOYEE	\$ 736.00	
540	FTC CITY	\$ 400.00	
219	KPERS 457 EMPLOYEE	\$ 284.00	
507	KPERS 457 CITY	\$ 180.00	
220	KPERS ROTH	\$ 122.00	
204	LPL FINANCIAL 529 - EMPLOYEE	\$ 50.00	
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$ 175.00	
130 & 530	ICMA 457 CITY/EMPLOYEE	\$ -	
005	STATE TAX - EMPLOYEE	\$ 6,580.97	
120	AFLAC After Tax D&L - EMPLOYEE	\$ 256.62	
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$ 583.06	
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$ 283.66	
104	VSP VISION PLANS - EMPLOYEE	\$ 61.40	
140	HEALTH INSURANCE - EMPLOYEE	\$ 7,524.95	\$ 30,099.24
510	HEALTH INSURANCE - CITY	\$ 22,574.29	
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$ 345.00	
506	HEALTH SAVINGS ACCOUNT - CITY	\$ 175.00	
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$ 368.67	
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$ -	
215	KS Support order- EMPLOYEE	\$ 392.25	
218	Training Reimbursement	\$ -	
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$ 1,582.03	
121	POLICE & FIREMENS INS. - EMPLOYEE	\$ 20.92	
211	GARNISHMENT - EMPLOYEE	\$ -	
	TOTAL PAYROLL EXPENDITURES	\$ 212,423.03	