

**State of Alaska
Department of Transportation
&
Public Facilities

Northern Region**



Bid Form, Contract, Bond, Standard Modifications
and Special Provisions for:

Tok Bike Path Rehabilitation

TEA-000S(715)/63501

To be used in conjunction with State of Alaska Standard Specifications for Highway Construction dated 2004, and the Plans for the above referenced project.

STATE OF ALASKA

Department of Labor and Workforce Development
Department of Transportation and Public Facilities

SEAN PARNELL, GOVERNOR

Dept. of Labor & Workforce Development
PO Box 111149
JUNEAU, ALASKA 99811-1149
(907) 465-2700 • FAX (907) 465-2784

Dept. of Transportation & Public Facilities
PO Box 112500
JUNEAU, ALASKA 99811-2500
(907) 465-3900 • FAX (907) 586-8365

Dear Prospective Contractor:

If you are considering bidding on an Alaska public works project, please remember the positive benefits of hiring locally. Construction, maintenance, and operation of public works projects are vital to the economic health of Alaska, and good paying jobs associated with such projects are important to Alaskans throughout the state.

Let me encourage you to pay particular attention to employment and training opportunities for residents in villages and communities in the vicinity of the project(s). As you are aware, people that live in rural Alaska do not have the same economic opportunities as those who live in urban areas. Jobs are especially critical in these communities.

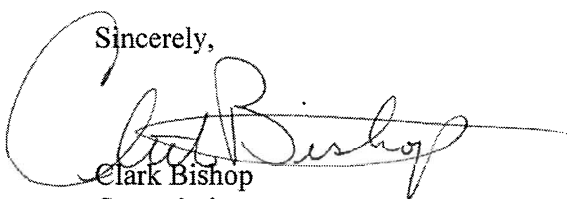
One advantage to your company of hiring local residents who are veterans, welfare recipients, or unemployed is that it earns you tax credits. The Work Opportunity Tax Credit (WOTC) program is a surefire boost to local hire efforts. For more information on the tax credit program, contact your nearest Alaska Job Center, call (907) 465-5956, or visit the WOTC website, jobs.state.ak.us/wotc.htm.

The Alaska Departments of Transportation and Public Facilities, Labor and Workforce Development, the Alaska Job Center Network, the Alaska Native Coalition on Employment and Training, and Alaska's construction worker employment and training programs are all working closely together to maximize local hire through training and registered apprenticeship programs producing skilled workers using advanced industry standards.

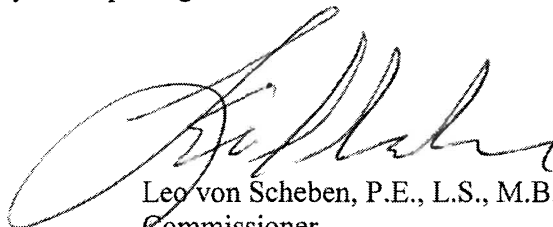
The State of Alaska can assist by connecting you with skilled workers close to your work site. If you are awarded a contract, we will send you additional information on the business benefits of hiring locally and how to use the free Alaska Labor Exchange System to find qualified Alaska residents.

Your effort to hire locally is a show of good faith between your company and local Alaskan communities. I am sure you will find the benefits are well worth the effort. Good luck in the upcoming construction season, and thank you for putting Alaskans to work.

Sincerely,



Clark Bishop
Commissioner
Dept. of Labor and Workforce Development



Leo von Scheben, P.E., L.S., M.B.A.
Commissioner
Dept. of Transportation and Public Facilities

TABLE OF CONTENTS

1.	<u>Invitation</u> (yellow)		
	INVITATION TO BID	25D-7N	(10/03)
2.	<u>Bid Notices</u> (yellow)		
	REQUIRED DOCUMENTS	25D-4AN	(5/04)
	FEDERAL EEO BID CONDITIONS	25A-301	(8/01)
	DBE SUBCONTRACTABLE ITEMS	25A-324	(8/01)
3.	<u>Forms</u> (yellow)		
	SUBCONTRACTOR LIST	25D-5	(10/09)
	BIDDER REGISTRATION	25D-6	(6/03)
	CONTRACTOR'S QUESTIONNAIRE	25D-8	(8/01)
	BID FORM	25D-9N	(10/03)
	BID SCHEDULE	1-2	
	CONSTRUCTION CONTRACT	25D-10A	(8/01)
	PAYMENT BOND	25D-12	(8/01)
	PERFORMANCE BOND	25D-13	(8/01)
	BID BOND	25D-14	(8/01)
	BID MODIFICATION	25D-16	(8/01)
	MATERIAL ORIGIN CERTIFICATE	25D-60	(8/01)
	EEO-1 CERTIFICATION	25A-304	(8/01)
	CONTACT REPORT	25A-321AN	(10/03)
	DBE UTILIZATION REPORT	25A-325CN	(10/03)
	PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT	25A-326	(8/01)
	SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION	25A-332A	(8/01)
4.	<u>Contract Provisions and Specifications</u> (white)		
	STANDARD MODIFICATIONS	1-8	
	SPECIAL PROVISIONS	1-43	
	APPENDIX A - PERMITS		
	APPENDIX B - MATERIAL CERTIFICATION LIST		
	REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS	25D-55H	(10/09)
5.	<u>Federal Wage Rates</u>		
	Federal wage rates can be obtained at http://www.wdol.gov/dba.aspx#0 for the State of Alaska. Use the federal wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the federal wage rates in the signed Contract.		
6.	<u>State Wage Rates</u>		
	State wage rates can be obtained at http://www.labor.state.ak.us/lss/pamp600.htm . Use the State wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the State wage rates in the signed Contract.		
7.	<u>Standard Drawings</u> (white)		
	A-1, S-00.10, S-05.01, and S-30.03		



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION TO BID

for Construction Contract

Date September 10, 2010

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

Location of Project: Tok, Alaska

Contracting Officer: Steve Titus, P.E., Regional Director

Issuing Office: Northern Region DOT&PF

State Funded ☐

Federal Aid ☒

Description of Work:

This project consists of widening, grading, and repaving an approximately 11.5 mile bike path that runs alongside the Alaska Highway from Tanacross to Tok.

The Engineer's Estimate is: ☐ Less than \$100,000 ☐ Between \$1,000,000 and \$2,500,000
☐ Between \$100,000 and \$250,000 ☒ Between \$2,500,000 and \$5,000,000
☐ Between \$250,000 and \$500,000 ☐ Greater than \$5,000,000
☐ Between \$500,000 and \$1,000,000

All work shall be completed in 60 Calendar Days, and by July 31, 2011.

Interim Completion dates, if applicable, will be shown in the Special Provisions.

Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at 2 p.m. local time, at Room 204, Main Conference Room, 2301 Peger Road, Fairbanks, Alaska on the 5th of October 2010.

SUBMISSION OF BIDS

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

Bid for Project:
TEA-000S(715)/63501
Tok Bike Path Rehabilitation

ATTN: Contracts Engineer
State of Alaska
Department of Transportation & Public Facilities
2301 Peger Road
Fairbanks, Alaska 99709-5399

Bids, amendments or withdrawals transmitted by mail must be received at the above specified address no later than 30 minutes prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received by **Contracts Engineer** at the Engineering Services Building, Room 1, 2301 Peger Road, Fairbanks, Alaska prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to **Contracts Engineer**. Fax number: (907) 451-5390.

A bid guaranty is required with each bid in the amount of 5% of the amount bid. (Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

Alaska Test Methods and the Construction Surveying Requirements Booklet can be obtained upon request from the Contracts Engineer, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska 99709. Document Fee for Alaska Test Methods is \$20.

The Contractor is hereby notified that records pertaining to the development of this project are available for inspection at the Department of Transportation and Public Facilities Regional Office, 2301 Peger Road, Fairbanks, Alaska.

The subsurface information shown, and the material provided below, is for information only. It is expressly understood that the State will not be responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. This information is made available so that the Contractor may have access to the same information as the State, and is not to be considered a part of the Contract.

Designer's notebook, as-built drawings for Project No. FR-F-062-2(13) Tok to Yerrick Creek & Project No. FR-F-046(12) Tok South 1.5 Miles Grading Drainage & Paving dated 1983, and Right of Way map for Project No. F-062-2(13) Tok to Yerrick Creek & Project No. F-062-2(13) Tok South 1.5 Miles dated 1980, are available for inspection at Department of Transportation and Public Facilities in Fairbanks.

Plans and Specifications may be ordered, for the price of **\$100**, from:

Contracts Engineer
Engineering Services Building, Room 3
2301 Peger Road
Fairbanks, Alaska 99709

Phone: (907) 451-2247

TDD (for Hearing Impaired, required special equipment): (907) 451-2362

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with:

Jason J. Hill, P.E.
Construction Project Manager
2301 Peger Road
Fairbanks, Alaska 99709

Phone: (907) 451-5444 Fax: (907) 451-5487 Email: jason.hill@alaska.gov

All questions concerning bidding procedures should be directed to: **Contracts Coordinator**

Phone: (907) 451-5299

Other Information:

Bid results are available after each bid opening by dialing (907) 451-5297 or by accessing the DOT&PF home page at <http://www.dot.state.ak.us/>. Additional information, such as Planholder Lists and Contract Award Status, is also available on the DOT&PF Home Page.

The Standard Specifications for Highway Construction [English Edition] dated 2004 can be down loaded from the internet at <http://www.dot.state.ak.us/stwddes/dcs/hwyspecs.html> or those without internet access can obtain a copy for \$25, from the Contracts Engineer, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska 99709. Telephone (907) 451-2247.

Hard copies of the Standard Drawings Manual are no longer available. They can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcsprecon/stdtdwgeng.shtml>. For further information contact Statewide Design & Engineering Services at (907) 465-2960.

Payment by check or money order will be made payable to the State of Alaska.

Special Notice to Bidders
FAA & FTA Approve a Return to DBE Utilization Goals
FHWA Approval is Pending

Effective April 1, 2010, the Alaska Department of Transportation & Public Facilities returned to DBE Utilization Goals for projects funded with Federal Aviation Administration (FAA) & Federal Transit Administration (FTA) funds. Both FAA and FTA approved the return to DBE goals based on recommendations of the Department's completed Disparity Study.

Federal Highway Administration (FHWA) has not yet approved the Department's request to return to DBE Utilization Goals. A waiver to exclude a DBE group from DBE goal setting because that group had achieved parity with other contractors was requested and requires approval of the US Secretary of Transportation. Again, this goal request was based on the finding of the department's completed Disparity Study. The Department expects that this approval will be forthcoming.

Based on this information, the Department will continue to manage its FHWA funded projects with Race Neutral (or 0%) DBE Utilization Goals while setting DBE Utilization Goals on FAA & FTA funded projects until further notice.

Contractors must continue to report creditable DBE participation/payments on the Monthly Summary of Disadvantaged Business Enterprise Participation Form 25A336 for FHWA funded projects. This will allow the Department to continue to accurately report DBE participation to the FHWA as well as FAA and FTA.

Contractors must also continue to provide opportunities for DBE firms to participate on highway projects as appropriate. A 0% DBE participation goal does not relieve the contractor of the requirement to provide equal opportunity in subcontracting, supplies or other services offered by DBE firms. Any questions about this notice may be directed to Jon Dunham, Manager of the Civil Rights Office, (907) 269-0850, or email jon.dunham@alaska.gov

Special Notice to Bidders

Northern Region DOT&PF has begun advertising construction contracts online.

WHAT WILL CHANGE

- Plans, specs, bid documents, reports, addenda and other bidder information will be posted online, available for downloading free of charge from http://www.dot.state.ak.us/apps/contracts?ACTION=BIDCAL®ION_CODE=N. Some large, complex material/geotech reports may be available for “viewing only” and not posted.
- All addenda will be uploaded to the DOT&PF Bid Calendar website and no longer routinely mailed out but notification of addenda availability online will be faxed to all Planholders on the Planholder list.
- It will be the Contractor’s responsibility to insure they have received all addenda affecting the project. If you download contract documents from the State website, you must register with the Northern Region Contract Section to be placed on the Planholder list and assured to receive subsequent notification of addenda.
- Bid envelopes will not be provided free of charge for downloaded contracts.

WHAT WILL REMAIN THE SAME

- Hardcopies of Plans and Specifications will still be available for a non-refundable fee at the Northern Region Contracts Section, 2301 Peger Road, Fairbanks, AK 99709-5399. Email dot.nrg.bidregister@alaska.gov, (907) 451-5337 FAX (907) 451-5390.
- Plan holders who want to be assured they are notified of addenda or want to be on the plan holders list must give their contact information to the Northern Region Contracts Section. To be registered, email dot.nrg.bidregister@alaska.gov or fax (907) 451-5390, and provide the project name and number, company name, contact name, mailing address, phone and fax numbers, and email if available, and whether you are registering as a General Contractor, Subcontractor, or Supplier.
- Those listed on the Planholders List will continue to be notified via FAX that new addenda are online.
- Information for “viewing only” as listed in Invitation to Bid, will not be uploaded. Contractors will still have to request a licensed printer make copies.
- Downloaded Bidding Forms MAY NOT be edited or altered in any way. Bidding forms must be submitted according to the normal Sealed Bid Procedure by the bid opening deadline. Electronic and FAX bids will not be accepted.

Special Notice to Bidders

Contractors must comply with Administrative Order 226, which establishes a 15% goal for hiring apprentices in certain job categories; on highway, airport, harbor, dam, tunnel, utility or dredging projects awarded by the Alaska Department of Transportation and Public Facilities. This Administrative Order will apply to all such projects advertised after September 1, 2005, where the project construction cost exceeds 2.5 million dollars.

For additional details, please visit:

<http://labor.state.ak.us/lss/forms/ApprenHireReq.pdf>

(5-01-07)

August 19, 1994

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUIRED DOCUMENTS
Federal-Aid Contracts

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. **Bid Form (Form 25D-9N)**
2. **Bid Schedule**
3. **Bid Security**
4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:
Bid Modification (Form 25D-16)

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Form 25D-5)**

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. **Construction Contract (Form 25D-10A)**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (25D-8)**
5. **Certificate of Insurance** (from carrier)
6. **EEO-1 Certification (Form 25A-304)**
7. **DBE Utilization Report (Form 25A-325CN)**
8. When Form 25A-325C indicates less than the stated goal for the project, the successful bidder shall submit documentation of efforts in meeting the goal by submitting the following:
Summary of Good Faith Effort Documentation (Form 25A-332A), and
Contact Reports (Form 25A-321AN), as required
9. On projects that include bid item 645, Training Program, the successful bidder shall submit the following:
Training Utilization Report (Form 25A-311N), and/or
DOT&PF Training Program Request (Form 25A-310), if required
10. On Federal-aid highway projects: **Material Origin Certificate (Form 25D-60)**
11. On Federal-aid airport projects: **Buy American Certificate (Form 25D-61)**
12. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: **Bidder Registration (Form 25D-6)**
13. For each DBE to be used on the project, submit a **DBE Commitment (Form 25A-326)**
14. All submittals when required in the contract specifications



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

FEDERAL EEO BID CONDITIONS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246). FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN THE STATE OF ALASKA

1. Definitions. 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), United States Department of Labor (DOL), or any persons 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 Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL 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 that 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 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 make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

Covered construction contractors performing construction work in 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 OFCCP office or from federal procurement contracting officers.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period of an approved training program 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.
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 on-site supervisory personnel are aware of and carry out the Contractor's obligations 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 DOL. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it 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 on-site supervisory personnel such as Superintendent, general foreman, 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 dispositions of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through 7(p). 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 or more of its obligations under 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force 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 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, 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 OFCCP. 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 opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, 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 the 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 that 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 Programs).
16. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
17. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as set forth in item 20.

These goals as listed in item 20 are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

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. 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 and non-federally involved construction.

The hours on 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.

18. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.

19. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.

20. Goal and Timetable

- a. The following goal and timetable for female utilization shall be included in all federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a federal or federally assisted construction contract or subcontract.

ALASKA GOAL AND TIMETABLE FOR WOMEN*

<u>Timetable</u>	<u>Goal **</u>
Until Further Notice	6.9%

- b. The following goals and timetable for minority utilization shall be included in all federal or federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in Alaska. The goals are applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a federal or federally-assisted construction contract or subcontract.

ALASKA GOALS AND TIMETABLE FOR MINORITY UTILIZATION

<u>Timetable</u>	<u>Economic Area (EA)***</u>	<u>Goals **</u>
Until Further Notice	Anchorage SMSA Area	08.7%
	Remainder of State	15.1%

* The goal and timetable for women listed above applies to Alaska as well as nationwide.

** The Director, from time to time, shall issue goals and timetables for minority and female utilization that shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects, or construction contracts performed in specific geographical areas. The goals shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in 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.

*** Refer to the Standard Metropolitan Statistical Areas (SMSA) and Economic Areas (EA), Office of Management and Budget, 1975.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBCONTRACTABLE ITEMS**

Federal-Aid Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

The original DBE Utilization Goal for this project is: 0.0% of the basic bid amount.

The following is the list of subcontractable items by category/subcategory that must be considered under Section 120, DBE Program, Good Faith Effort Criteria.

BID ITEM NO.	DESCRIPTION OF WORK OR PORTION OF WORK	CATEGORY

(Continued on Reverse Side)



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: ☐ All Work on the above-referenced project will be accomplished without subcontracts greater than $\frac{1}{2}$ of 1% of the contract amount.

or

☐ Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

I hereby certify the listed Alaska Business Licenses and Contractor's Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

Date

()

Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

BIDDER REGISTRATION

All firms must register annually or prior to project award with the Alaska Department of Transportation and Public Facilities (DOT&PF) Civil Rights Officer (CRO). Complete this form for each contractor and subcontractor.

Name of Firm: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____ Fax number: _____

E-mail Address: _____ Date Firm was Established: _____

Is this firm a (check all that apply):

Prime Contractor? ☐ Yes ☐ No

Subcontractor? ☐ Yes ☐ No

Service Provider? ☐ Yes ☐ No

Material Supplier? ☐ Yes ☐ No

Manufacturer? ☐ Yes ☐ No

Certified DBE? * ☐ Yes* ☐ No

Identify specialty: _____

Identify service: _____

Identify material: _____

Identify product: _____

* Complete Page 2 of this form

Type of contracts/proposals bid by the firm:

☐ Highways ☐ Airports ☐ Mass Transit

☐ Other (specify) _____

Firm's gross annual receipts:

☐ < \$500,000

☐ \$500,000 - \$999,999

☐ \$1,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999

☐ \$10,000,000 - \$16,999,999

☐ > \$17,000,000

Signature of Company Representative

Title

Date

Send this completed form to:

OR

You may fax your completed form to:

ADOT&PF Civil Rights Office

(907) 269-0847

PO Box 196900

Anchorage, Alaska 99519-6900

If you have any questions, please call (907) 269-0851.

**ADDITIONAL INFORMATION REQUIRED
FOR BUSINESSES CERTIFIED IN THE ADOT&PF DBE PROGRAM**

Notice to DBE Firms: All businesses are required to submit a Bidder's Registration form before an ADOT&PF contract can be awarded. The Bidder's Registration form must be submitted on an annual basis by July 1 and is valid through June 30 the following year. DBEs are required to indicate on this form if they wish to be a required contact for prime contractors performing DBE Good-Faith Efforts (GFE). A DBE that either does not submit a Bidder's Registration by July 1 or indicate they are not interested in being a required contact, will be listed in the directory as a non-required contact. DBEs that are a non-required contact will not have to be contacted by contractors demonstrating a GFE.

A. DBE Directory Information

1. Does your firm wish to receive bid solicitations from contractors seeking DBE participation in your DBE Work Category? (If "No" is checked, skip Questions 2 and 3.) ☐ Yes ☐ No
2. What ADOT&PF defined region of the state are you willing to work or provide services? ☐ Northern
☐ Central
☐ Southeast
☐ Out of State

3. Bid
Contact
Info.

Name

Title

Telephone Number

Fax Number

Email Address

Company Website

Instructions

A. DBE Directory Information (See below for Instructions)

1. Indicate choice by checking "Yes" or "No."

"Yes" means that your firm will be a required contact for contractors demonstrating a GFE. Your firm will be expected to maintain a means of receiving bid request communications and provide responses to contractor's bid requests.

"No" means that your firm does not wish to receive bid solicitations from contractors performing a GFE. Your firm will be listed in the DBE directory. Answering "No" does not change your DBE certification status, however in doing so, you assume full responsibility for notifying contractors that you wish to bid on a specific project.

2. Indicate choice(s) of all that apply to your firm.

3. Bid Contact Information. Please enter the contact person information for the individual in your company that will be responding to GFE bid solicitations. This information will be published in the DBE Directory.

2. What percent of the total value of this contract do you intend to subcontract? _____ %

3. Do you propose to purchase any equipment for use on this project?
☐ No ☐ Yes If YES, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work?
☐ No ☐ Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?
☐ Yes ☐ No If NO, please explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
☐ Yes ☐ No

Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Contractor

Name and Title of Person Signing

Signature

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID FORM

for

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

by

Company Name

Company Address (Street or PO Box, City, State, Zip)

**TO THE CONTRACTING OFFICER,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES:**

In compliance with your Invitation to Bid dated September 10, 2010, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near Tok, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 2 sheets, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Transportation and Public Facilities as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within 60 calendar days, after the effective date of the Notice to Proceed, and by July 31, 2011, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **50%** (of the contract) and Performance Bond in the amount of **50%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed Name and Title

()

Phone Number

()

Fax Number

State of Alaska Department of Transportation & Public Facilities Northern Region	BID SCHEDULE	Tok Bike Path Rehabilitation Project No. TEA-000S(715) / 63501
--	-------------------------	---

Bidders Please Note: Before preparing this Bid Schedule, read carefully, the "Invitation To Bid".

The Bidder shall insert a unit bid price or a lump sum price in figures opposite each pay item in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "all required" and as further specified in the contract.

Wherever a contingent amount is shown for any item in this bid schedule such amount shall govern and be included in the bid total.

The bidder shall insert a price for each pay item listed below. Type or print legibly.

Basic Bid					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
201 (3B)	Clearing And Grubbing	Lump Sum	All Req'd.	Lump Sum	
203 (3)	Unclassified Excavation	Lump Sum	All Req'd.	Lump Sum	
203 (6)	Borrow	Ton	45,000		
301 (1)	Aggregate Base Course, Grading D-1	Ton	26,920		
401 (1)	Asphalt Concrete, Type II; Class "B"	Ton	6,270		
401 (2)	Asphalt Cement, Grade PG 52-28	Ton	376		
401 (6)	Asphalt Price Adjustment	Contingent Sum	All Req'd.	Contingent Sum	70,000.00
615 (1)	Standard Sign	Square Foot	15.5		
615 (2)	Remove and Relocate Existing Sign	Each	4		
618 (2)	Seeding	Pound	752		

State of Alaska Department of Transportation & Public Facilities Northern Region	BID SCHEDULE	Tok Bike Path Rehabilitation Project No. TEA-000S(715) / 63501
--	-------------------------	---

The bidder shall insert a price for each pay item listed below. Type or print legibly.

Basic Bid					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
640 (1)	Mobilization And Demobilization	Lump Sum	All Req'd.	Lump Sum	
640 (4)	Worker Meals and Lodging, or Per Diem	Lump Sum	All Req'd.	Lump Sum	
641 (1)	Erosion, Sediment And Pollution Control Administration	Lump Sum	All Req'd.	Lump Sum	
641 (3)	Temporary Erosion, Sediment And Pollution Control	Lump Sum	All Req'd.	Lump Sum	
641 (4)	Temporary Erosion, Sediment And Pollution Control Modification	Contingent Sum	All Req'd.	Contingent Sum	5,000.00
641 (5)	Erosion, Sediment And Pollution Control Price Adjustment	Contingent Sum	All Req'd.	Contingent Sum	0.00
642 (1)	Construction Surveying	Lump Sum	All Req'd.	Lump Sum	
642 (3A)	Three Person Survey Party	Contingent Sum	All Req'd.	Contingent Sum	30,000.00
642 (25)	Plan and Profile Development	Lump Sum	All Req'd.	Lump Sum	
643 (2)	Traffic Maintenance	Lump Sum	All Req'd.	Lump Sum	
643 (23)	Traffic Price Adjustment	Contingent Sum	All Req'd.	Contingent Sum	0.00
644 (2)	Field Laboratory	Lump Sum	All Req'd.	Lump Sum	
644 (6)	Vehicles	Lump Sum	All Req'd.	Lump Sum	
644 (15)	Nuclear Testing Equipment Storage Shed	Each	1		
Total Basic Bid				\$	



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

Company Name

Company Address (Street or PO Box, City, State, Zip)

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Corporation incorporated under the laws of the State of _____, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

Dollars

(\$ _____), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: _____ or within _____ calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover _____ dollars (\$ _____) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ _____ Payment Bond, and \$ _____ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Signature of Contracting Officer

Typed Name

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. _____

For

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____
Address: _____
By: _____
Contact Name: _____
Phone: () _____

Surety: _____
Address: _____
By: _____
Contact Name: _____
Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. _____

For

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of
Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID BOND

For

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on **the above-referenced** Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate
Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

Surety A	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety B	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety C	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

MATERIAL ORIGIN CERTIFICATE
Federal-Aid Highway Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

By signing this Material Origin Certificate, the offeror certifies that all steel and iron products to be furnished under this project are manufactured in the United States and comply with Subsection 106-1.01, **Buy America Provision**, of the Contract Special Provisions, except for those items listed by the offeror below or on a separate and clearly identified attachment.¹

PRODUCT ²	COUNTRY OF ORIGIN	COST ³

THE FOLLOWING ITEMS ARE CONSIDERED TO BE MANUFACTURING PROCESSES⁴:

- Modifying the chemical content.
- Initial rolling into plates, shapes, rods, and bars. Structural steel completed at this point.
- Rolling into sheets, corrugating, and rolling into culverts, guardrail, etc.
- Processing and drawing into wire, spinning wire into cable or strand, forming wire fabric, fencing, etc.
- The action of coating iron or steel. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the product.

Contractor

Signature of Contractor's Representative

Date

- The Contractor may amend this certificate after award only by a signed statement and only up to the limit specified in the contract.
- Enter "NONE" on the first line if there are no exceptions.
- Invoice cost as delivered to the project including freight.
- There is a Nationwide waiver to Buy America for pig iron and processed, pelletized and reduced iron ore.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

EEO-1 CERTIFICATION
Federal-Aid Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)] and must be completed by the successful Bidder and each proposed Subcontractor participating in this contract.

PLEASE CHECK APPROPRIATE BOXES

The ☐ Bidder ☐ Proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed Subcontractors with 50 or more year-round employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year that the two conditions exist (50 employees and a \$50,000 federal contract).

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

☐ NO (go to PART B)

☐ YES (go to PART C)

Instructions and blank Standard Report Form 100's may be obtained from a local U.S. Department of Labor office, or by writing to:

The Joint Reporting Committee
P.O. Box 779
Norfolk, Virginia 23501

Telephone number: (757) 461-1213

PART B. The company named below has submitted the Standard Report Form 100 this year.

☐ NO

☐ YES

Note: Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

()

Date

Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONTACT REPORT
Federal-Aid Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

Specific Work or Materials (by pay Item): _____

DBE Firm Contacted:

_____	_____	()
Name	Address	Phone Number

A. INITIAL CONTACT: (See important contact information on instruction sheet)

Method:

1. Date _____ [] Phone [] Mail [] FAX [] Other

2. Person _____
Contacted _____
Name _____ Title _____

3. DBE's Response: Date: _____ Method: [] Phone [] Mail [] FAX [] Other

[] Submitted an acceptable sub-bid. (If sub-bid accepted, *skip to Section D*)

[] Not interested: Indicate Reason(s) _____

[] Needs more information: Date Prime provided requested information _____

[] Will provide quote by: Date _____

[] Received unacceptable sub-bid (*complete Section C*)

B. FOLLOW-UP CONTACT

Method:

1. Date _____ [] Phone [] Mail [] FAX [] Other

2. Person _____
Contacted _____
Name _____ Title _____

3. DBE's Response: Date: _____ Method: [] Phone [] Mail [] FAX [] Other

[] Submitted an acceptable sub-bid. (If sub-bid accepted, *skip to Section D*)

[] Received unacceptable sub-bid (*complete Section C*)

[] Other result: _____

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:

1. Were the following required efforts made?

a. [] Yes [] No Identified specific items of work, products, materials, etc. when asking for quote(s).

b. [] Yes [] No Offered assistance in acquiring necessary bonding & insurance.

c. [] Yes [] No Provided all appropriate information concerning the specific work items or materials.

2. Was the DBE's quote non-competitive (i.e., more than 10% higher than the accepted quote)? [] Yes [] No

3. Was the DBE unable to perform in some capacity? [] Yes [] No If "Yes", explain: _____

D. CERTIFICATION: I certify that the information provided above is accurate and that efforts to solicit sub-bids were made in good faith.

_____	_____	_____
Signature of Company Representative	Title	Date

_____	_____	_____
Name of DOT&PF Reviewer	Title	Date

INSTRUCTIONS

Project Name and Number: Enter project name and number as they appear on bid documents.

Work or Materials: Identify the specific work item or material that you requested this firm to furnish.

Firm Contacted: Enter name of firm as it appears in the current DOT&PF DBE directory.

Address: Enter address of firm contacted. **Phone Number:** Enter phone number of firm contacted.

A. INITIAL CONTACT (Must be made at least seven calendar days prior to bid opening.)

1. **Date and Method of Initial Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to section D.

B. FOLLOW-UP CONTACT

If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a sub-bid or to conclude discussions with a sub-bid submittal.

1. **Date and Method of Follow-up Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to section D.

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID

1. A NO response to items 1a., b., or c. will result in rejection of this contact. Be specific on results of discussions.
2. A YES answer to item 2. is grounds for rejecting a DBE sub-bid.
3. A YES answer to item 3. is grounds for rejecting a DBE sub-bid, only if the inability to perform is in an area of work specifically identified as a sub-item under the applicable bid item.

D. CERTIFICATION

This certification of accuracy and good faith by the Contractor will be verified by contact with the listed firm. Falsification of information on the DBE Contact Report is grounds for debarment action under AS 36.30.640(4).



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION REPORT**
Federal-Aid Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

The undersigned hereby certifies on behalf of the bidder that:

- A. It ☐ is ☐ is not a DOT&PF certified DBE or DBE joint venture.
- B. It ☐ has ☐ has not met the DBE Goal for the project. If it has not met the goal, the required documentation of sufficient good faith efforts ☐ is ☐ is not attached hereto.
- C. Listed below are the **certified** DBEs to be used in meeting the DBE goal. Included are the firm name, telephone number, bid items or portions of work to be performed indicated by item number, type of DBE credit claimed [prime contractor (P), joint venture (JV), subcontractor (sub), regular dealer (rd), broker (b), or manufacturer (m)], and the creditable dollar amount to be counted toward the goal.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT ²	TYPE OF CREDIT ¹	CREDITABLE DOLLAR AMOUNT ¹
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount ³ \$ _____

Basic Bid Amount \$ _____

DBE Utilization as % of Basic Bid Amount _____ %

Original DBE Project Goal _____ %

Revised DBE Project Goal \$ _____

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

()

Date

Phone Number

1. See DBE Specification (Section 120) for determining type and amount of credit claimed for contract award.
2. Identify specific pay item, product, or component of work to be performed by DBE.
3. If accepted, this amount becomes the Revised DBE Goal and the required minimum level of DBE participation during the life of the contract.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT
Federal-Aid Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

All firms bidding on Alaska Department of Transportation and Public Facilities (DOT&PF) projects must have a written commitment from each DBE firm to be subcontracted. Please complete this form for each DBE firm and submit to the DOT&PF Regional Compliance Officer.

If you have any questions, please call (907) 269-0851.

Name of DBE Firm: _____

Street Address: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax number: _____

Description of the work that DBE firm will perform: _____

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ _____

Signatures of Authorized representatives of the Prime Contractor and the DBE firm below represent the written commitment by the Prime Contractor to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

Prime Contractor Signature _____

Date _____

DBE Firm Signature _____

Date _____

Prime Contractor Firm: _____

Address: _____

Telephone Number: _____ Fax number: _____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION
Federal-Aid Contracts

Tok Bike Path Rehabilitation, TEA-000S(715)/63501

Project Name and Number

Contractor: _____

List all items considered for DBE utilization. GFE requires at a minimum that the Contractor consider all items identified on Form 25A-324.

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED ¹	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED ²	e. # OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
1. Check if acceptable DBE quote was received (if so, skip c, d, and e) 2. Attach completed Contact Reports, Form 25A-321A				

LIST ADDITIONAL ITEMS ON REVERSE SIDE

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED ¹	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED ²	e. # OF DBE QUOTES RECEIVED
9.				
10.				
11.				
12.				
13.				
14.				
15.				

1. Check if acceptable DBE quote was received (if so, skip c, d, and e)
 2. Attach completed Contact Reports, Form 25A-321A

Comments:

State of Alaska, Standard Specifications
for Highway Construction, Dated 2004 are
modified as follows:

STANDARD MODIFICATIONS

Changing "Approved Products List" to "Qualified Products List"

01/27/07 (E36)

101-1.03 DEFINITIONS. Add the following definition: **QUALIFIED PRODUCTS LIST.** A list of companies and products that the Department has found conforms to the SSHC.

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. In fifth paragraph, in two places remove the text: "Approved Products List" and replace with: Qualified Products List

508-2.01 MATERIALS. In paragraph titled Membrane Material, remove the text: "Approved Products List" and replace with: Qualified Products List

660-2.01 MATERIALS. Under Item 1.a. change title by removing: "Materials on the Approved Products List." and replace with: Materials on the Qualified Products List:

660-2.01 MATERIALS. Under Item 1.b. change title by removing: "Materials Not on the Approved Products List." and replace with: Materials Not on the Qualified Products List:

661-2.01 MATERIALS. Under Item 1. change title by removing: "Materials on the Approved Products List." and replace with: Materials on the Qualified Products List:

661-2.01 MATERIALS. Under Item 2. change title by removing: "Materials Not on the Approved Products List." and replace with: Materials Not on the Qualified Products List:

INDEX Remove the text: "Approved Products List" and replace with: Qualified Products List

SECTION 101

DEFINITIONS AND TERMS

01/01/06 (E22)

101-1.03 DEFINITIONS. Delete definition of SUBGRADE and replace with:
SUBGRADE. The soil or embankment upon which the pavement structure is constructed.

01/27/07 (E32)

PLANS. Delete text of PLANS and replace with: The Department's contract drawings, profiles, typical cross sections, standard drawings, and supplemental drawings or reproductions showing the location, character, dimensions, and details of the work.

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

06/30/04 (E18)

102-1.05 PREPARATION OF BID. Modify the second sentence in the third paragraph, after: "If a bidder is a corporation, the bid must be signed by a corporate officer" add: or agent.

SECTION 103

PERFORMANCE AND PAYMENT BONDS

02/23/09 (E65)

Delete Subsection 103-1.05 and replace with the following:

103-1.05 PERFORMANCE AND PAYMENT BONDS. The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Department for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the Department with security assets located in Alaska equal to the penal amount of each bond. Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the Department be liable for these costs.

Individual sureties shall provide security by one, or a combination, of the following methods:

1. Escrow Account, with a federally insured financial institution, in the name of the Department. Acceptable securities include, but are not limited to, cash, treasury notes, bearer instruments having a specific value, or money market certificates.
2. Irrevocable letters of credit, with a financial institution approved by the Contracting Officer.
3. Cashier's or certified check made payable to the State of Alaska issued by financial institutions approved by the Contracting Officer.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under Subsection 107-1.19.

The Department may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Department if an individual Surety or the Surety on any bond furnished in connection with the Contract:

1. Becomes insolvent or is declared bankrupt;
2. Loses its right to do business in any state affecting the work;
3. Ceases to meet Contract requirements;
4. Fails to furnish reports of financial condition upon request; or
5. Otherwise becomes unacceptable to the Department.

When approved by the Contracting Officer, the Contractor may replace:

1. An individual surety with a corporate surety; or
2. Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.

SECTION 104

SCOPE OF WORK

07/28/08 (E58)

104-1.01 INTENT OF CONTRACT. Add to the end of this subsection: The Contractor is responsible for the means, methods, techniques, sequence or procedures of construction, safety, quality control, and to perform or furnish the work in accordance with the Contract documents.

SECTION 105

CONTROL OF WORK

01/27/07 (E33)

105-1.02 PLANS AND WORKING DRAWINGS. In Third paragraph delete: "(24"x36") and replace with: (22"x34")

105-1.03 CONFORMITY WITH PLANS AND SPECIFICATIONS. In first sentence of first paragraph after: "Work performed and materials furnished shall conform to the Plans and Specifications" add: and approved Working Drawings,

In first sentence of second paragraph after: "All work or material not conforming to the Plans and Specifications" add: and approved Working Drawings,

105-1.13 MAINTENANCE DURING CONSTRUCTION. Add the following at the end of this subsection: All costs of maintenance work during construction and before the project is accepted as substantially complete shall be subsidiary to the prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

If in the Engineer's opinion, the Contractor at any time fails to provide adequate maintenance, the Engineer will notify the Contractor of such noncompliance. The notification will specify the areas or structures for which there is inadequate maintenance, the corrective maintenance required, and the time allowed to complete corrective maintenance. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until corrective maintenance is completed;
2. Assess a traffic price adjustment against the Contract Amount when an adjustment rate is specified in the Contract; and
3. Employ others for corrective maintenance and deduct the cost from the Contract amount.

07/28/08 (E59)

105-1.15 PROJECT COMPLETION. In second paragraph, second sentence, delete "Subsection 621-3.04" and replace with: Subsections 618-3.06 and 621-3.04.

In third paragraph, first sentence, delete "Subsection 621-3.04" and replace with: Subsections 618-3.06 and 621-3.04.

06/30/04 (E19)

105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION. Modify the first paragraph, Item 4, after: "DOLWD" add: and State Department of Revenue.

Add the following Subsection 105-1.18:

105-1.18 RESERVED FOR WARRANTIES.

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

01/27/07 (E35)

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. Add the following paragraphs:

7. Restoring Areas. Areas used by the Contractor, including haul routes, shall be restored to their original condition after the Contractor's operations are completed. The original condition of an area shall be determined as follows: Prior to commencement of operations, the Engineer and the Contractor shall inspect each area and haul route that will be used by the Contractor and take photographs to document their condition. After construction operations are completed, the condition of each area and haul route will be compared to the earlier photographs. Prior to demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that all costs associated with repairs shall be subsidiary to other items of work and will not be paid for directly.
8. Material Disposal Sites. Offsite disposal areas may be at locations of the Contractor's choice, provided the Contractor obtains from the owner of such land written permission for such dumping and a waiver of all claims against the State for any damage to such land which may result therefrom, together with all permits required by law for such dumping. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before commencing work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer prior to use of the sites.

SECTION 108

PROSECUTION AND PROGRESS

10/15/07 (E57)

108-1.01 SUBLETTING OF CONTRACT. Delete paragraph one and replace with the following: The Contractor shall submit a Contractor Self Certification for Subcontractors and Lower Tier Subcontractors, Form 25D-042, before the Contractor or any subcontractor sublets, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract. The Department has authority to review subcontracts and to deny permission to sublet work. The Department may penalize the Contractor for false statements or omissions made in connection with Form 25D-042.

Delete paragraph four and replace with the following:

1. The Contractor shall ensure that for all subcontracts (agreements):
 - a. The Department is furnished with one completed Contractor Self certification, Form 25D-042, for each subcontract;
 - b. The subcontractors have submitted a Bidder Registration, Form 25D-6;
 - c. The required prompt payment provisions of AS 36.90.210, as well as other items listed in Form 25D-042, are included in the subcontracts;
 - d. The subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file certified payrolls with the Engineer and DOLWD for all work performed on the project; and
 - e. Upon receipt of a request for more information regarding subcontracts, the requested information is provided to the Department within 5 calendar days.

SECTION 109

MEASUREMENT AND PAYMENT

06/30/04 (E11)

109-1.08 FINAL PAYMENT. Add the following sentence to the first paragraph: The Department will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of Subsection 105-1.16.

SECTION 615

STANDARD SIGNS

01/01/06 (E26)

615-2.01 MATERIALS. Delete first paragraph of Item 2, including subitems a, b and c, and replace with:

2. Sign Fabrication. Use Type IV reflective sheeting (for lettering, symbols, borders, and background) on sheet aluminum panels for all signs except the following:

a. Orange Background Signs:

On projects advertised before 1/1/07: Use either Type II or Type III orange reflective sheeting, or use Type VIII or Type IX fluorescent orange reflective sheeting. For temporary installations place reflective sheeting on sheet aluminum, plastic, or plywood panels.

On projects advertised after 1/1/07: Use Type VIII or Type IX fluorescent orange reflective sheeting. For temporary installations place reflective sheeting on sheet aluminum, plastic, or plywood panels.

01/27/07 (E41)

In Item 2.a. Orange Background Signs, add: Roll-Up Signs: Use 3M series RS 24, Reflexite Marathon Orange, or approved equal (based on durability and reflectivity, as determined by the Engineer). Use flexible signs with fluorescent reflective sheeting that is Type VI or better.

b. Railroad Crossbucks and Vertical Crossbuck Supports: Use white Type VIII or Type IX reflective sheeting for background of sign and all strips.

c. Non-Illuminated Overhead Signs with White Legends on Green Backgrounds: Use Type IX reflective sheeting for legends and background. Create the legend in one of the following ways:

(1) Cut border and legend from white Type IX reflective sheeting and adhere them to a green Type IX background, or

(2) Cut stencil of border and legend out of green transparent acrylic film and use transparent adhesive to overlay the film on a white Type IX reflective background.

d. Fluorescent Yellow-Green School Area Signs: Use Type VIII or Type IX reflective sheeting for background.

Add the following paragraph:

Reflective Sheeting Warranty. Supply manufacturer's warranty for reflective sheeting, including retention of fluorescent yellow-green (measured in accordance with ASTM E 2301) for ten years according to the following criteria:

Minimum Fluorescent Luminance Factor Y_F : 20%

Minimum Total Luminance Factor Y_T : 35%

The warranty shall stipulate that: If the sheeting fails to meet the minimum fluorescence values within the first 7 years from the date of fabrication, the manufacturer shall, at the manufacturer's expense, restore the sign surface to its original effectiveness. If the reflective sheeting fails to meet the minimum fluorescence values within the 8th through 10th year from the date of fabrication, the manufacturer shall, at the manufacturer's expense, provide enough new replacement sign sheeting to the Department to restore the sign surface to its original effectiveness.

STANDARD MODIFICATIONS

Project No. TEA-000S(715)/63501

Tok Bike Path Rehabilitation

SECTION 640

MOBILIZATION AND DEMOBILIZATION

05/28/10 (E89)

640-1.01 DESCRIPTION Add the following:

6. Comply with the Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker Meals and Lodging, or Per Diem; as described in their July 25, 2005 memo WHPL #197 (A2) and the State Laborer's and Mechanic's Minimum Rates of Pay (current issue). On Federal-aid project, PL 109-59, 119 STAT. 1233, Sec. 1409(c) also applies.

Ensure subcontractors comply with the Federal and State DOLWD requirements.

Ensure facilities meet the Alaska Administrative Code 8 AAC 61.1010 and 8 AAC 61.1040 *Occupational Safety and Health Standards*, 18 AAC 31 *Alaska Food Code*, and U. S. Code of Federal Regulations 29 CFR Section 1910.142 *Temporary Labor Camps*.

Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05.

640-4.01 METHOD OF MEASUREMENT. Delete the numbered paragraph 3 and substitute the following:

3. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all submittals required under the Contract are received and approved.

Add the following:

4. Progress payments for Worker Meals and Lodging, or Per Diem will be computed as equivalent to the percentage, rounded to the nearest whole percent, of the original contract amount earned.

640-5.01 BASIS OF PAYMENT. Add the following pay item:

Pay Item	Pay Unit
640(4) Worker Meals and Lodging, or Per Diem	Lump Sum

SECTION 642

CONSTRUCTION SURVEYING AND MONUMENTS

05/01/07 (E53)

642-3.04 OFFICE ENGINEERING. Delete third sentence and replace with: Perform the work by, or under the responsible charge of, a person registered in the State of Alaska as a Professional Land Surveyor or a Professional Engineer.

SECTION 643

TRAFFIC MAINTENANCE

07/28/08 (E62)

643-1.04 WORKSITE TRAFFIC SUPERVISOR. Add Item 3, Authority:

3. Authority. The Worksite Traffic Supervisor shall have the Contractor's authority to stop work and implement immediate corrective action to unsafe traffic control, in locations where unsafe traffic control is present.

643-2.01 MATERIALS. In Item 10. Temporary Crash Cushions, delete the second sentence: "Do not use permanent crash cushions as temporary crash cushions."

05/01/07 (E56)

Under Item 16. Flagger Paddles, delete last sentence and replace with: Use reflective sheeting that meets AASHTO M 268 Type VIII or IX. Use background colors of fluorescent orange on one side and red on the other side.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following:

Immediately notify the Engineer of any traffic related accident that occurs within the project limits as soon as you, an employee, or a subcontractor become aware of the accident.

643-3.04 TRAFFIC CONTROL DEVICES. In the sixth paragraph and also in Item 4.b., delete: "ATTSA" and replace with: ATSSA (American Traffic Safety Services Association)

Add the following new Subsection:

643-3.11 HIGH VISIBILITY GARMENTS. Ensure all workers within project limits wear outer garments that are highly visible and comply with the following requirements:

1. Standards.
Use high visibility garments conforming to the requirements of ANSI/ISEA 107-2004, Class 2 for tops or Class E for bottoms, and Level 2 retroreflective material.
2. Labeling.
Use garments labeled in conformance with Section 11.2 of ANSI/ISEA 107-2004; except you may use previously purchased garments labeled in conformance with ANSI/ISEA 107-1999 until 1/1/08.
3. Tops.
Wear high visibility vests, jackets, or coverall tops at all times.
4. Bottoms.
Wear high visibility pants or coverall bottoms during nighttime work (sunset to sunrise). Worksite traffic supervisors, employees assigned to traffic control duties, and flaggers wear high visibility pants or coverall bottom at all times.
5. Outer Raingear.
Wear raingear tops and bottoms conforming to the requirements of this Subsection 643-3.11.
6. Exceptions.
When workers are inside an enclosed compartment of a vehicle, they are not required to wear high visibility garments.
7. Condition.
Furnish and maintain all vests, jackets, coveralls, rain gear, hard hats, and other apparel in a neat, clean, and presentable condition. Maintain retroreflective material to Level 2 standards.

Payment for high visibility garments for workers is subsidiary to other traffic contract items.

SPECIAL PROVISIONS

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

02/27/08 (H7)

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES.

Delete the second paragraph in its entirety and substitute the following: Subsurface investigations, boring logs, test results, soil investigation reports, material reports, and other records are made available for information purposes only. These records are not part of the Contract. These records indicate subsurface conditions only at specific locations and times, and only to the depths penetrated. They do not necessarily reflect current subsurface conditions or strata variations that may exist between or outside such locations. Actual conditions and ground water levels may differ from what is shown in the records. Material sources referenced in these records may not contain materials of sufficient quantity or quality to meet project requirements. The availability of these records does not constitute approval, nor guarantee suitability of soils or sources, or the availability of sources referenced in these records for this project. The records shall not substitute for independent investigation, interpretation, or judgment of the bidder. The Department is not responsible for any interpretation or conclusion drawn from its records by the bidder. Bidders shall examine Subsection 106-1.02 Material Sources for further information.

Geotechnical reports referenced in the Notice to Bidders, or otherwise made available, may contain data, discussions, and references to material sources. The inclusion of material source information in these reports does not mean they are a Mandatory, Designated, or Available Source as described in Subsection 106-1.02. For a material source to be considered Mandatory, Designated, or Available, it must be included in the Special Provisions in Subsection 106-1.02, or so described on the Plans.

02/09/05 (H40)

102-1.09 WITHDRAWAL OR REVISION OF BIDS. Add the following to the first paragraph: Modifications to bids shall be submitted on forms furnished by the Department or reasonable facsimiles thereof. If a form other than that provided is used it shall be of a very similar format, containing at a minimum the information required on the provided form.

SECTION 104

SCOPE OF WORK

02/09/05 (H5)

Add the following subsection:

104-1.07 FROZEN GROUND. Frozen areas, ice lenses, and saturated soils may be encountered on this project, including material sources. These frozen areas, ice lenses, and saturated soils are not defined and any such area that may be encountered by the Contractor in the performance of the contract work will not be considered unforeseeable within the terms of the contract such as to entitle the Contractor to any adjustment in contract price or contract time. Reference is made to Subsection 203-3.03 of these Specifications.

SECTION 106

CONTROL OF MATERIAL

08/31/99 (S13)

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. *Add the following:*

Buy America Provision. The Contractor shall comply with the requirements of 23 CFR 635.410, Buy America Requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract.

All steel and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of steel and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

"Manufactured in the United States" means that all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must be undertaken in the United States. The definition of "manufacturing process" is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the "Buy America Requirements."

Buy America does not apply to raw materials (iron ore), pig iron, and processed, pelletized and reduced iron ore. It also does not apply to temporary steel items (e.g., temporary sheet piling, temporary bridges, steel scaffolding, and falsework). Further, it does not apply to materials which remain in place at the Contractor's convenience (e.g., sheet pilings, and forms).

The North American Free Trade Agreement (NAFTA) does not apply to the Buy America requirement. There is a specific exemption within NAFTA (article 1001) for grant programs such as the Federal-aid highway program.

When steel and iron products manufactured in the United States are shipped to a foreign country where non steel or iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this subsection.

The Contractor shall take whatever steps are necessary to ensure that all manufacturing processes for each covered product comply with this provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and/or debarment. False statements may result in criminal penalties prescribed under Title 18 US Code Section 1001 and 1020.

02/09/05 (H6)

When asphalt products are specified in the contract, the Contractor shall furnish to the Engineer complete AASHTO quality test reports for each asphalt product supplied prior to shipment from the supplier. These test results will identify the storage unit from which samples were drawn. Any addition of asphalt products to storage units will void all previous tests, and new quality tests will be required before shipment from these units will be approved.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

The supplier of asphalt products shall certify that each shipment of asphalt conforms to the contract specifications. This certification shall identify the quality test representing the material in the storage unit from which shipment is made. The following information shall appear on the certification of asphalt shipment:

1. Quality Test Number
2. Project Number and Name
3. Time Loaded and Date of Shipment
4. Grade of Asphalt—note brand and % anti-strip, if any
5. Specific Gravity
6. Weight of Asphalt: Gross minus Tare = Net
7. Loading Temperature
8. Carrier, Truck Number and Trailer (Tank) Number
9. Consignee
10. Shipper's Name and Address
11. Shipper's Signature

When portland cement products are specified in the contract, the Contractor shall furnish to the Engineer complete AASHTO test reports for each shipment of portland cement supplied.

02/27/08 (H2)

106-1.02 MATERIALS SOURCES.

1. General.

Add the following: If pre-existing hazardous waste is encountered in any Material Source under Department ownership, management, or permit; the Department will pay in accordance with Section 109-1.05 for the proper handling and disposal of the hazardous waste. Avoid excavation activity in the vicinity of the hazardous waste. The Department will not be liable for any delays or impacts to the production of any materials items due to encountering the hazardous waste.

All use of material from and activities in the following Materials Sites are subject to the provisions and fees of the listed Material Sale Contracts:

Pit ID#	Material Sale Contract
M.S. 62-2-005-2	ADL 418551
M.S. 62-2-171-2	ADL 418771

Delete Item a. and substitute the following:

- a. Utilize Useable Excavation according to Subsection 104-1.04 before using material sources listed in Subsection 106-1.02.4. When there is insufficient useable excavation, furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract;
4. Type of Sources. Delete the first sentence in its entirety and substitute the following: All materials for this work will be supplied from one or more of the following sources:

02/09/05 (H55)

- a. Contractor Furnished Sources. Add the following: The Contractor shall certify in writing to the Engineer that all permits and clearances relating to the use of the material source have been obtained prior to any clearing or ground disturbance in the materials source.
- b. Mandatory Sources.

Delete the last sentence of the first paragraph and substitute the following: The Department may provide a materials report for these sources.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Delete the third paragraph in its entirety and substitute with the following: When using a Mandatory Source, and it is subsequently found that the quality and quantity of material producible from the Mandatory Source does not meet project requirements, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made.

c. Designated Sources.

Delete the last sentence of the first paragraph and substitute the following: The Department may provide a materials report for these sources.

Delete the first sentence of the third paragraph and substitute the following: If the Contractor elects to use a Designated Source, and it is subsequently found that the quality and quantity of material producible from the Designated Source does not meet project requirements, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made.

d. Available Sources. Delete the second paragraph and substitute the following: When the Department furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the accuracy and completeness of this data, for any assumptions the Contractor makes based on this data, and for exploring all Available Sources to the Contractors satisfaction.

Pit ID#	Highway	Milepost	Owner
M.S. 62-2-005-2	Alaska Highway	MP 1308.5	DNR
M.S. 62-2-171-2	Alaska Highway	MP 1320.5	DNR
M.S. 62-2-010-2	Alaska Highway	MP 1326	Doyon Ltd.
M.S. 62-2-012-2	Alaska Highway	MP 1327.5	Doyon Ltd.

e. Excluded Material Sources. Delete in its entirety and substitute the following: Department owned, managed, or permitted material sources not included in the Special Provisions or on the plans are excluded from use for the project. This exclusion does not prevent the Contractor from considering material sources as provided for under subsection 4 a. Contractor Furnished Sources, nor does it prevent post-award consideration of material sources as provided under Subsection 104-1.06.

02/27/08 (H24)

Add New Subsection 106-1.08:

106-1.08 SUBMITTAL PROCEDURE. The Contractor shall complete a Submittal Register, and shall submit it to the Engineer on forms provided by the Department. The intent of the Submittal Register is to provide a blueprint for the smooth flow of specified project documents. The Contractor shall fill it out sequentially by bid item and allow at least three spaces between bid items. The Submittal Register shall list all working drawings, schedules of work, and other items required to be submitted to the Department by the Contractor including but not limited to: Progress Schedule, anticipated dates of material procurement, Construction Phasing Plan, Traffic Control Plan, Storm Water Pollution Prevention Plan, Quality Control Program, Utility Progress Schedule, Blasting Plan, Mining Plan, annual EEO reports, DBE payment documentation and subcontracts.

The Contractor shall submit materials (product) information to the Engineer for review, as required by the Materials Certification List and the Contract.

If the Contract has a duration of 180 days or less, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review all submittals and the submittal register. If the Contract has a duration greater than 180 days, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review, an anticipated schedule for transmitting submittals.

The number of copies required for submittals may be included in the specifications for individual bid items. If the number of copies of a submittal is not otherwise specified, three copies shall be required. On each sheet submitted to the Department, including working drawings, catalog cuts, manufacturer's certifications, etc., space shall be provided for Contractor and Department review stamps.

Each copy of each submittal shall include a Submittal Summary sheet. The Contractor may use forms provided by the Department or a similar form of the Contractor's choice as approved by the Department. The Contractor shall sign submittals and submit them to the Engineer. The Department will return submittals to the Contractor as either: approved, conditionally approved with the conditions listed, or rejected with the reasons listed. The Contractor may resubmit a rejected submittal to the Engineer with more information or corrections.

The Contractor shall not order material or use working drawings that have not been approved by the Department. The Contractor shall be responsible for timely submittals. Failure by the Department to review submittals within the time given may be the basis for a request for extension of Contract time but not for additional compensation.

Payment for a specific contract item will not be made until the Department has received the Submittal Register for all items and approved all required submittals for that specific contract item.

When material invoices, freight bills and mill certificates are submitted, they shall provide sufficient information for the Engineer to identify the date, company and location of invoice (bill, certificate); project name and number where material will be incorporated; manufacturer, product number, quantity and cost.

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

02/09/05 (H95)

107-1.02 PERMITS, LICENSES, AND TAXES. Add the following to the first paragraph: Permits obtained by the Department for this project are attached to these Specifications as Appendix A. Contact names and phone numbers for permits obtained by the Department are shown on the individual permits.

Add the following to the third paragraph:

9. Provide copies of all permits, applicable Federal and State notifications, to the Engineer at the Preconstruction Conference, or if obtained after the Preconstruction Conference, within five days of receipt.
10. Provide the information necessary to comply with the U.S. Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) General Permit for Alaska to discharge stormwater from the construction site. Requirements for this permit are given under Section 641, Erosion and Pollution Control.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Add the following subsection:

107-1.21 FEDERAL AFFIRMATIVE ACTION. The Federal Equal Employment Opportunity, Disadvantaged Business Enterprise, and On-the-Job Training affirmative action program requirements that are applicable to this Contract are contained in the project Special Provisions and Contract Forms, and may include:

Disadvantaged Business Enterprise (DBE) Program	Section 120
Training Program	Section 645
Federal EEO Bid Conditions	Form 25A301
EEO-1 Certification	Form 25A304
DBE Subcontractable Items	Form 25A324
ADOT&PF Training Program Request	Form 25A310
Training Utilization Report	Form 25A311
Contact Report	Form 25A321A
DBE Utilization Report	Form 25A325C
Summary of Good Faith Effort Documentation	Form 25A332A
Required Contract Provisions, Federal-Aid Contracts	Form 25D-55

In addition to the sanctions provided in the above references, non-compliance with these requirements is grounds for withholding of progress payments.

In addition to the reports required in the above references, the Contractor shall submit a copy of Form CC-257 to the Department by the 15th of each month of the current construction season, reflecting the composition of the previous month's workforce. This information must also be made available, upon request, to the US Department of Labor, OFCCP.

SECTION 108

PROSECUTION AND PROGRESS

108-1.03 PROSECUTION AND PROGRESS. Add the following: The Contractor shall complete all physical on-site construction work within the project in 60 consecutive calendar days and no later than July 31, 2011. The "physical on-site construction work" excludes Item 201(3B) Clearing and Grubbing activities. The Contractor shall set the actual construction dates within the overall Contract time in the progress schedule submittal (108-1.03) and Construction Phasing Plan (643-1.05). Notify the Department 10 days prior to beginning of physical project work. Liquidated damages will be assessed in accordance with subsection 108-1.07, Failure to Complete on Time.

Add the following section:

11/17/00 (S33)

SECTION 120

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

120-1.01 DESCRIPTION. The work consists of providing Disadvantaged Business Enterprises (DBEs), as defined in Title 49, CFR (Code of Federal Regulations), Part 26, with the opportunity to participate on an equitable basis with other contractors in the performance of contracts financed in whole, or in part, with federal funds. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

120-1.02 INTERPRETATION. It is the intent of this section to implement the requirements of 49 CFR, Part 26, and the Department's federally approved DBE Program.

120-1.03 ESSENTIAL CONTRACT PROVISION. Failure to comply with the provisions of this section will be considered a material breach of contract, which may result in the termination of this contract or such other remedy as ADOT&PF deems appropriate. The Department also considers failure to comply with this section to be so serious as to justify debarment action as provided in AS 36.30.640(4).

120-1.04 DEFINITIONS AND TERMS. The following definitions will apply.

1. Broker. A DBE certified by the Department that arranges for the delivery or provision of creditable materials, supplies, equipment, transportation/hauling, insurance, bonding, etc., within its certified category, that is necessary for the completion of the project. A broker of materials certified in a supply category must be responsible for scheduling the delivery of materials and fully responsible for ensuring that the materials meet specifications before credit will be given.
2. Commercially Useful Function (CUF). The execution of the work of the Contract by a DBE carrying out its responsibilities by actually performing, managing, and supervising the work involved using its own employees and equipment. The DBE shall be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, an evaluation of the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work. Other relevant factors will be considered. The determination of CUF is made by the Engineer after evaluating the way in which the work was performed during the execution of the Contract.
3. Disadvantaged Business Enterprise (DBE). An enterprise which is a for-profit small business concern
 - a. that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
 - b. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
 - c. has been certified by the Department in accordance with 49 CFR, Part 26.
4. DBE Key Employee. Permanent employees identified by the DBE owner in its certification file in the Department Civil Rights Office.
5. DBE Utilization Goal. The percent of work to be performed by certified DBEs that is established by the Department and specified in the Contract.
6. Good Faith Efforts. Efforts by the bidder or Contractor to achieve a DBE goal or other requirement of 49 CFR Part 26, by their scope, intensity, and appropriateness to the objective, that can reasonably be expected to fulfill the program requirement.
7. Manufacturer. A DBE certified by the Department in a supply category that changes the shape, form, or composition of original material in some way and then provides that altered material to the project and to the general public or the construction industry at large on a regular basis.
8. Notification. For purposes of soliciting DBE participation on a project and to count toward a contractor's Good Faith Efforts, notification shall be by letter or fax transmission, with a return receipt requested or successful transmission report. Telephonic contact with a DBE may be allowed, however it shall be based on the ability of Civil Rights staff to independently verify this contact.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

9. Regular Dealer. A DBE certified by the Department in a supply category that
- a. maintains an in-house inventory on a regular basis of the particular product provided to this project; and
 - b. keeps an inventory in an amount appropriate for the type of work using that product; and
 - c. offers that inventory for sale to the general public or construction industry at large (private and public sectors), not just supplied as needed on a project by project basis during the construction season, except where the product requires special or heavy equipment for delivery and the DBE possesses and operates this equipment on a regular basis throughout the construction season in order to deliver the product to the general public or construction industry at large. If the distribution equipment is rented or leased, it must be on a repetitive, seasonal basis; and may additionally
 - d. fabricate (assembles large components) for use on a construction project, consistent with standard industry practice, for delivery to the project.

120-2.01 UTILIZATION GOAL. The DBE Utilization Goal for this contract is shown on Form 25A324 (DBE Subcontractable Items) as a percentage of the total basic bid amount. A DBE may be considered creditable towards meeting the DBE Utilization Goal at time of Contract award, if the DBE is certified by the Department in a category covering the CUF to be performed at the time of listing on Form 25A325C (DBE Utilization Report).

A bidder shall demonstrate the ability to meet the DBE Utilization Goal or perform and document all of the required Good Faith Efforts under Subsection 120-3.02 in order to be eligible for award of this Contract.

If the quantity of work of a bid item involving a DBE firm is reduced by the Department, the DBE Utilization Goal on Form 25A325C will be reduced proportionately.

120-3.01 DETERMINATION OF COMPLIANCE.

1. Phase I - Bid. Each bidder must register with the Civil Rights Office annually in accordance with §§26.11 & 26.53(b)(2)(iv) of 49 CFR, Part 26. No contract may be awarded to a bidder that is not registered.
2. Phase II - Award. The apparent low bidder will provide the following within 15 days of receipt of notice of intent to award:
 - a. Written DBE Commitment. Written commitments from DBEs to be used on the project. The written commitment shall contain the following information:
 - 1) A description of the work that each DBE will perform;
 - 2) The dollar amount of participation by the DBE firm;
 - 3) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - 4) Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment.
 - b. DBE Utilization Report. Form 25A325C listing the certified DBEs to be used to meet the DBE Utilization Goal.

- c. Good Faith Effort Documentation. Summary of Good Faith Effort Documentation (Form 25A332A and attachments) and DBE Contact Reports (Form 25A321A) if the Contractor submits less DBE utilization on Form 25A325C than is required to meet the DBE Utilization Goal. If accepted by the Department, this lower DBE utilization becomes the new DBE Utilization Goal. If the bidder cannot demonstrate the ability to meet the DBE Utilization Goal, and can not document the minimum required Good Faith Efforts (as outlined in Subsection 120-3.02 below), the Contracting Officer will determine the bidder to be not responsible.

3. Phase III - Construction.

- a. Designation of DBE/EEO Officer. At the preconstruction conference, the Contractor shall submit, in writing, the designation of a DBE/EEO officer.
- b. DBE Creditable Work. The CUF work items and creditable dollar amounts shown for a DBE on the DBE Utilization Report (Form 25A325C) shall be included in any subcontract, purchase order or service agreement with that DBE.
- c. DBE Replacement. If a DBE replacement is approved by the Engineer, the Contractor shall replace the DBE with another DBE for the same work in order to fulfill its commitment under the DBE Utilization Goal. In the event that the Contractor cannot obtain replacement DBE participation, the Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer and the Civil Rights Office, both of the following criteria have been met:
 - 1) The Contractor has not committed any discriminatory practice in its exercise of good business judgement to replace a DBE.
 - 2) If the Contractor is unable to find replacement DBE participation and has adequately performed and documented the Good Faith Effort expended in accordance with Subsection 120-3.02.
- d. DBE Utilization Goal. The DBE Utilization Goal will be adjusted to reflect only that amount of the DBE's work that can not be replaced.

120-3.02 GOOD FAITH EFFORT.

- 1. Good Faith Effort Criteria. The Contracting Officer will use the following criteria to judge if the bidder, who has not met the DBE Utilization Goal, has demonstrated sufficient Good Faith Effort to be eligible for award of the contract.

Failure by the bidder to perform and document all of the following actions constitutes insufficient Good Faith Effort.

- a. Consideration of all subcontractable items. The bidder shall, at a minimum, seek DBE participation for each of the subcontractable items upon which the DBE goal was established as identified by the Department (on Form 25A324) prior to bid opening. It is the bidder's responsibility to make the work listed on the subcontractable items list available to DBE firms, to facilitate DBE participation.
- b. If the bidder can not achieve the DBE Utilization Goal using the list of available DBE firms based on the subcontractable items list, then the bidder may consider other items that could be subcontracted to DBEs.
- c. Notification to all active DBEs listed for a given region in the Department's most current DBE Directory at least 7 calendar days prior to bid opening. The bidder must give the DBEs no less than five days to respond. The bidder may reject DBE quotes received after the deadline. Such a deadline for bid submission by DBEs will be consistently applied. DBEs certified to

perform work items identified on Form 25A324 must be contacted to solicit their interest in participating in the execution of work with the Contractor. Each contact with a DBE firm will be logged on a Contact Report (Form 25A321A).

- d. Non-competitive DBE quotes may be rejected by the bidder. Allegations of non-competitive DBE quotes must be documented and verifiable. A DBE quote that is more than 10.0% higher than the accepted non-DBE quote will be deemed non-competitive, provided the DBE and non-DBE subcontractor quotes are for the exact same work or service. Bidders must have a non-DBE subcontractor quote for comparison purposes. Such evidence shall be provided in support of the bidder's allegation. Where the bidder rejects a DBE quote as being non-competitive under this condition, the work must be performed by the non-DBE subcontractor and payments received by the non-DBE subcontractor during the execution of the Contract shall be consistent with the non-DBE's accepted quote. This does not preclude increases as a result of Change documents issued by the Department.
- e. Provision of assistance to DBEs who need help in obtaining information about bonding or insurance required by the bidder.
- f. Provision of assistance to DBEs who need help in obtaining information about securing equipment, supplies, materials, or related assistance or services.
- g. Providing prospective DBEs with adequate information about the requirements of the Contract regarding the specific item of work or service sought from the DBE.
- h. Follow-up of initial notifications by contacting DBEs to determine whether or not they will be bidding. Failure to submit a bid by the project bid opening or deadline by the bidder is de facto evidence of the DBE's lack of interest in bidding. Documentation of follow-up contacts shall be logged on the Contact Report (Form 25A321A).
- i. Items c through h will be utilized to evaluate any request from the Contractor for a reduction in the DBE Utilization Goal due to the default or decertification of a DBE and the Contractor's subsequent inability to obtain additional DBE participation.

2. Administrative Reconsideration. Under the provisions of 49 CFR. Part 26.53(d), if it is determined that the apparent successful bidder has failed to meet the requirements of this subsection, the bidder must indicate whether they would like an opportunity for administrative reconsideration. Such an opportunity must be exercised by the bidder within 3 calendar days of notification it has failed to meet the requirements of this subsection. As part of this reconsideration, the bidder must provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

- a. The decision on reconsideration will be made by the DBE Liaison Officer.
- b. The bidder will have the opportunity to meet in person with the DBE Liaison Officer to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. If a meeting is desired, the bidder must be ready, willing and able to meet with the DBE Liaison Officer within 4 days of notification that it has failed to meet the requirements of this subsection.
- c. The DBE Liaison Officer will render a written decision on reconsideration and provide notification to the bidder. The written decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
- d. The result of the reconsideration process is not administratively appealable to US DOT.

120-3.03 COMMERCIALLY USEFUL FUNCTION (CUF).

1. Creditable Work. Measurement of attainment of the DBE Utilization Goal will be based upon the actual amount of money received by the DBEs for creditable CUF work on this project as determined by the Engineer in accordance with this Section. CUF is limited to that of a:
 - a. regular dealer;
 - b. manufacturer;
 - c. broker;
 - d. subcontractor;
 - e. joint-venture; or
 - f. prime contractor.
2. Determination of Commercially Useful Function. In order for the CUF work of the DBE to be credited toward the goal, the Contractor will ensure that all of the following requirements are met:
 - a. The CUF performed by a DBE certified in a supply category will be evaluated by the Engineer to determine whether the DBE performed as either a broker, regular dealer, or manufacturer of the product provided to this project.
 - b. A DBE trucking firm certified and performing work in a transportation/hauling category is restricted to credit for work performed with its own trucks and personnel certified with the CRO prior to submitting a bid to a contractor for DBE trucking. The DBE trucking firm must demonstrate that it owns all trucks (proof of title and/or registration) to be credited for work and that all operators are employed by the DBE trucking firm. A DBE trucking firm that does not certify its trucks and personnel that it employs on a job will be considered a broker of trucking services and limited to credit for a broker. (This does not effect the CUF of that same firm, when performance includes the hauling of materials for that work.)
 - c. The DBE is certified in the appropriate category at the time of
 - 1) the Engineer's approval of the DBE subcontract, consistent with the written DBE commitment; and
 - 2) the issuance of a purchase order or service agreement by the Contractor to a DBE performing as either a manufacturer, regular dealer, or broker (with a copy to the Engineer).
 - d. The Contractor will receive credit for the CUF performed by DBEs as provided in this Section. Contractors are encouraged to contact the Engineer in advance of the execution of the DBE's work or provision of goods or services regarding CUF and potential DBE credit.
 - e. The DBE may perform work in categories for which it is not certified, but only work performed in the DBE's certified category meeting the CUF criteria may be credited toward the DBE Utilization Goal.
 - f. The work of the DBE firm must meet the following criteria when determining when CUF is being performed by the DBE:
 - 1) The work performed will be necessary and useful work required for the execution of the Contract.
 - 2) The scope of work will be distinct and identifiable with specific contract items of work, bonding, or insurance requirements.

- 3) The work will be performed, controlled, managed, and supervised by employees normally employed by and under the control of the certified DBE. The work will be performed with the DBE's own equipment. Either the DBE owner or DBE key employee will be at the work site and responsible for the work.
- 4) The manner in which the work is sublet or performed will conform to standard, statewide industry practice within Alaska, as determined by the Department. The work or provision of goods or services will have a market outside of the DBE program (must also be performed by non-DBE firms within the Alaskan construction industry). Otherwise, the work or service will be deemed an unnecessary step in the contracting or purchasing process and no DBE credit will be allowed.

There will be no DBE credit for lower-tier non-DBE subcontract work.

- 5) The cost of the goods and services will be reasonable and competitive with the cost of the goods and services outside the DBE program within Alaska. Materials or supplies needed as a regular course of the Contractor's operations such as fuel, maintenance, office facilities, portable bathrooms, etc. are not creditable.

The cost of materials actually incorporated into the project by a DBE subcontractor is creditable toward the DBE goal only if the DBE is responsible for ordering and scheduling the delivery of creditable materials and fully responsible for ensuring that the materials meet specifications.

- 6) All subcontract work, with the exception of truck hauling, will be sublet by the same unit of measure as is contained in the Bid Schedule unless prior written approval of the Engineer is obtained.
- 7) The DBE will control all business administration, accounting, billing, and payment transactions. The prime contractor will not perform the business, accounting, billing, and similar functions of the DBE. The Engineer may, in accordance with AS 36.30.420(b), inspect the offices of the DBE and audit the records of the DBE to assure compliance.

- g. On a monthly basis, the Contractor shall report on Form 25A336 (Monthly Summary of DBE Participation) to the Department Civil Rights Office the payments made (canceled checks or bank statements that identify payor, payee, and amount of transfer) for the qualifying work, goods and services provided by DBEs.

3. Decertification of a DBE. Should a DBE performing a CUF become decertified during the term of the subcontract, purchase order, or service agreement for reasons beyond the control of and without the fault or negligence of the Contractor, the work remaining under the subcontract, purchase order, or service agreement may be credited toward the DBE Utilization Goal.

Should the DBE be decertified between the time of Contract award and the time of the Engineer's subcontract approval or issuance of a purchase order or service agreement, the work of the decertified firm will not be credited toward the DBE Utilization Goal. The Contractor must still meet the DBE Utilization Goal by either

- a. withdrawing the subcontract, purchase order or service agreement from the decertified DBE and expending Good Faith Effort (Subsection 120-3.02, Items c through h) to replace it with one from a currently certified DBE for that same work or service through subcontractor substitution (Subsection 103-1.01); or

- b. continuing with the subcontract, purchase order or service agreement with the decertified firm and expending Good Faith Effort to find other work not already subcontracted out to DBEs in an amount to meet the DBE Utilization Goal through either
 - 1) increasing the participation of other DBEs on the project;
 - 2) documenting Good Faith Efforts (Subsection 120-3.02, items c through h); or
 - 3) by a combination of the above.
4. DBE Rebuttal of a Finding of no CUF. Consistent with the provisions of 49 CFR, Part 26.55(c)(4)&(5), before the Engineer makes a final finding that no CUF has been performed by a DBE firm the Engineer will coordinate notification of the presumptive finding through the Civil Rights Office to the Contractor, who will notify the DBE firm.

The Engineer, in cooperation with the Civil Rights Office, may determine that the firm is performing a CUF if the rebuttal information convincingly demonstrates the type of work involved and normal industry practices establishes a CUF was performed by the DBE. Under no circumstances shall the Contractor take any action against the DBE firm until the Engineer has made a final determination. The Engineer's decisions on CUF matters are not administratively appealable to US DOT.

120-3.04 DEFAULT OF DBE. In the event that a DBE firm under contract or to whom a purchase order or similar agreement has been issued defaults on their work for whatever reason, the Contractor shall immediately notify the Engineer of the default and the circumstances surrounding the default.

The Contractor shall take immediate steps, without any order or direction from the Engineer, to retain the services of other DBEs to perform the defaulted work. In the event that the Contractor cannot obtain replacement DBE participation, the Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer, the following criteria have been met:

1. The Contractor was not at fault or negligent in the default and that the circumstances surrounding the default were beyond the control of the Contractor; and
2. The Contractor is unable to find replacement DBE participation at the same level of DBE commitment and has adequately performed and documented the Good Faith Effort expended in accordance with items c through h of Subsection 120-3.02 for the defaulted work; or
3. It is too late in the project to provide any real subcontracting opportunities remaining for DBEs.

The DBE Utilization Goal will be adjusted to reflect only that amount of the defaulted DBE's work that can not be replaced.

120-4.01 METHOD OF MEASUREMENT. The Contractor will be entitled to count toward the DBE Utilization Goal those monies actually paid to certified DBEs for CUF work performed by the DBE as determined by the Engineer. The Contractor will receive credit for the utilization of the DBEs, as follows:

1. Credit for the CUF of a DBE prime contractor is 100% of the monies actually paid to the DBE under the contract for creditable work and materials in accordance with 49 CFR 26.55.
2. Credit for the CUF of a subcontractor is 100% of the monies actually paid to the DBE under the subcontract for creditable work and materials. This shall include DBE trucking firms certified as a subcontractor and not a broker. Trucks leased from another DBE firm shall also qualify for credit and conforms to the provisions of 49 CFR 26.55(d).
3. Credit for the CUF of a manufacturer is 100% of the monies paid to the DBE for the creditable materials manufactured.

4. Credit for the CUF of a regular dealer of a creditable material, product, or supply is 60% of its value. The value will be the actual cost paid to the DBE but will not exceed the bid price for the item.
5. Credit for the CUF of a broker performed by a DBE certified in a supply category for providing a creditable material, product or supply is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the cost of the procurement contract for the creditable item.
6. Credit for the CUF of a broker performed by a DBE certified in the transportation/hauling category for arranging for the delivery of a creditable material, product or supply is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the cost of the hauling subcontract.
7. Credit for the CUF of a broker performed by a DBE certified in a bonding or insurance category for arranging for the provision of insurance or bonding is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the premium cost.
8. Credit for the CUF of a joint venture (JV) (either as the prime contractor or as a subcontractor) may not exceed the percent of the DBE's participation in the joint venture agreement, as certified for this project by the Department. The DBE joint venture partner will be responsible for performing all of the work as delineated in the certified JV agreement.

120-5.01 BASIS OF PAYMENT. Work under this item is subsidiary to other contract items and no payment will be made for meeting or exceeding the DBE Utilization Goal.

If the Contractor fails to utilize the DBEs listed on Form 25A325C as scheduled or fails to submit required documentation to verify proof of payment or documentation requested by the Department to help in the determination of CUF, the Department will consider this to be unsatisfactory work. If the Contractor fails to utilize Good Faith Efforts to replace a DBE, regardless of fault (except for Subsection 120-3.04 item 3), the Department will also consider this unsatisfactory work. Unsatisfactory work may result in disqualification of the Contractor from future bidding under Subsection 102-1.13 and withholding of progress payments consistent with Subsection 109-1.06.

SECTION 203

EXCAVATION AND EMBANKMENT

02/09/05 (H16)

203-3.01 GENERAL. Add the following to the eighth paragraph: Disposal in wetlands is prohibited, except as described in Subsection 107-1.11.

Add the following after the eighth paragraph: The Contractor shall certify in writing to the Engineer that all permits and clearances relating to all waste disposal sites selected by the Contractor have been obtained prior to any clearing or ground disturbance in the disposal site.

203-4.01 METHOD OF MEASUREMENT. Replace item 1 with the following:

1. Items 203(1), 203(2), 203(4), 203(5), and 203(8). The volume measured in original position.

Add the following:

9. Item 203(3). Lump sum, no measurement of quantities.

02/09/05 (H20)

Borrow will not be weighed or used while free moisture is observed draining from the haul vehicle at the scale location.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

SECTION 401

ASPHALT CONCRETE PAVEMENT

1/30/09 (H15)

401-2.01 COMPOSITION OF MIXTURE – JOB MIX DESIGN. Delete numbered paragraph 3 and substitute the following:

3. Five separate 1-gallon samples of the asphalt cement proposed for use in the hot mix asphalt mixture. Include name of product, manufacturer, test results of the applicable quality requirements of Subsection 702-2.01, manufacturer's certificate of compliance per Subsection 106-1.05, a temperature viscosity curve for the asphalt cement, and manufacturer's recommended mixing and compaction temperatures, and current Material Safety Data Sheet.

Delete the last paragraph and substitute the following:

Contractor Mix Design. If a bid item for Job Mix Design, Item 401(8), appears in the Contract; or if the Engineer approves a request from the Contractor to perform the Job Mix Design at no cost to the Department; perform a Job Mix Design following the requirements specified in this Section.

Furnish the Job Mix Design to the Engineer at least 15 working days before the production of asphalt concrete mixture. Submit samples to the Engineer for Job Mix Design verification testing. Do not produce asphalt concrete mixture for payment until the Job Mix Design is approved by the Engineer.

All Contractor Job Mix Designs must be stamped with the seal of, dated, and signed by a Professional Engineer registered in the State of Alaska. The Professional Engineer shall certify that the Job Mix Design was performed according to the specified procedures and also that the Job Mix Design either meets all the project specifications, or that the Job Mix Design does not meet all the project specifications. Any specification not met will be identified in the certification.

401-3.01 WEATHER LIMITATIONS. Add the following second paragraph: Place the top lift of Asphalt Concrete between May 1 and September 1.

401-3.03 ASPHALT MIXING PLANT. Add the following to the end of the second paragraph: Provide a tap on the asphalt cement supply line just before it enters the plant (after the 3-way valve) for sampling asphalt cement.

401-3.04 HAULING EQUIPMENT. Delete the second paragraph and substitute the following: Cover asphalt mixture to maintain temperature and preclude adding moisture.

401-3.09 PREPARATION OF AGGREGATES. In first paragraph delete: "WAQTC TM 6" and substitute the following: WAQTC FOP for AASHTO T 329.

401-3.13 COMPACTION. Add the following: Compaction of asphalt concrete for residential approaches shall be to the satisfaction of the Engineer.

Delete subsection 401-3.15, including heading, in its entirety and substitute the following:

401-3.15 SURFACE REQUIREMENTS AND TOLERANCE. The finished surface of asphalt concrete paving shall match the dimensions shown on the Plans for horizontal alignment and width, profile grade and elevation, crown slope, and paving thickness. Water shall drain without puddles, across the pavement surface. The surface shall be of uniform texture and without ridges, humps, depressions, and roller marks. The surface shall be free of raveling, cracking, tearing, rutting, asphalt cement bleeding, and aggregate segregation. The asphalt concrete mixture shall be free of foreign material, uncoated aggregate and oversize aggregate.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Any finished surface area that does not meet the requirements of this Subsection is deemed unacceptable as per Subsection 105-1.11. The Engineer will determine whether the unacceptable asphalt concrete mixture shall either be corrected, or removed and replaced. Submit a corrective action plan to the Engineer for approval prior to commencing corrective work.

The Engineer will test the finished surface after final rolling at selected locations. Correct variations between any two contacts, of more than 3/16 inch.

401-4.02 ACCEPTANCE SAMPLING AND TESTING. *Delete numbered paragraphs 1, 2, and 4 and substitute the following:*

1. Asphalt Cement Content. Samples for determination of asphalt cement content will be taken from behind the screed prior to initial compaction, or at the end of the auger, according to WAQTC FOP for AASHTO T 168 or ATM 403. Two separate samples will be taken, one for acceptance testing and one held in reserve for retesting if requested. Asphalt cement content will be determined by WAQTC FOP for AASHTO T 308.
2. Aggregate Gradation. Samples for determination of aggregate gradation will be determined by WAQTC FOP for AASHTO T 30 from the aggregate remaining after the ignition oven (WAQTC FOP for AASHTO T 308) has burned off the asphalt cement.
4. Retesting. A retest of any sample outside the limits specified in Table 401-2 may be requested. Deliver this request in writing to the Engineer within 7 days of the receipt of the initial test result.

If you request either gradation or asphalt cement content to be retested, then both gradation and asphalt cement content will be retested and the original tests for both gradation and asphalt cement content will be discarded. The retest results for both gradation and asphalt cement content will be used in the price adjustment calculation regardless of whether the retest result gives a higher or lower pay factor. Gradation or asphalt cement content retesting of the sample from the first subplot of a lot will include retesting for the MSG. Only one gradation or asphalt cement content retest per subplot is allowed.

If you request mat density to be retested, then the Engineer will select a random sample location for the mat density retest. The original test result for mat density will be discarded. The retest for mat density will be used in the price adjustment calculation regardless of whether the retest result gives a higher or lower pay factor. Only one mat density retest per subplot is allowed.

401-4.03 EVALUATION OF MATERIALS FOR ACCEPTANCE. *Delete second to last paragraph and substitute the following:*

PAB = Price Adjustment Base shall be the lessor of:

- \$103 per ton; or
- The value in dollars per ton calculated as follows: [Contractor's Bid/ton for Item 401(1)] + [Contractor's Bid/ton for Item 401(2) x (% Optimum Oil Content / 100)]. The Optimum Oil Content to use is the optimum as determined by the Job Mix Design for the project.

401-5.01 BASIS OF PAYMENT. *Delete the fourth paragraph and substitute the following:*

Price adjustments will not apply to:

1. Asphalt Concrete, when total quantity is less than 1,500 tons except as specified in Subsection 401-4.02
2. Asphalt Concrete for leveling course
3. Temporary Pavement
4. Compaction for Residential Approaches

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

SECTION 615

STANDARD SIGNS

08/13/09 (H46)

615-3.01 CONSTRUCTION REQUIREMENTS. Delete numbered subparagraph 8 in its entirety and substitute the following:

8. All materials and finished signs are subject to inspection and acceptance in place.
 - a. Surfaces exposed to weathering must be free of defects in the coating.
 - b. Finished signs must be clean and have no chatter marks, burrs, sharp edges, loose rivets, delaminated reflective sheeting, oxidation, corrosion, other blemishes, aluminum marks, or unapproved coatings. Do not make repairs to the face sheet.
 - c. Replace any finished sign not meeting a. and b. with a replacement sign at no cost to the Department.

Delete Section 618 in its entirety and substitute the following:

SECTION 618

SEEDING

618-1.01 DESCRIPTION. It is the intent of this work that a uniform living vegetative cover be established according to the Plans and Specifications. This work consists of soil preparation and seeding, establishing, and maintaining vegetated areas.

618-2.01 MATERIALS. Use materials that conform to the following:

Seed	Section 724
Fertilizer	Section 725
Mulch	Subsection 727-2.01
Water	Subsection 712-2.01

CONSTRUCTION REQUIREMENTS

618-3.01 SOIL PREPARATION. Clear all areas to be seeded of stones 4" and larger in diameter and of all weeds, plant growth, sticks, stumps and other debris or irregularities which may interfere with the seeding, establishment, and maintenance of the vegetated areas.

Prior to the application of seed, prepare slopes using one or more of the following methods, or as approved by the Engineer:

1. Manual Raking – Requires manual labor with landscaping rakes to produce a uniform pattern of grooves perpendicular to the fall of the slope.
2. Mechanical Raking - Requires the use of a scarifying slope board to produce grooves with an approximate width and depth of 1", and no more than 6" apart. The resultant indentations shall leave a uniform pattern of grooves perpendicular to the fall of the slope.
3. Mechanical Track Walking - Requires operating tracked equipment in such a manner as to leave a uniform pattern of grooves perpendicular to the fall of the slope.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

618-3.02 SEEDING SEASON. Perform seeding after the ground is free of snow and no sooner than May 1 and no later than September 1. Perform seeding when wind conditions, climatic conditions, and soil conditions will not hinder seeding and establishment.

618-3.03 APPLICATION METHOD. Use the Hydraulic Method. You must obtain the Engineer's permission to use the Mechanical Method.

Hydraulic Method:

1. Seeding by the hydraulic method consists of furnishing and placing a slurry of dye, seed, fertilizer, mulch and water.
2. Do not place seed in the slurry prior to 30 minutes before application.
3. Add the proportionate amount of seed to the water slurry in the hydraulic seeder after the proportionate amounts of mulch and fertilizer have been added.
4. Apply the slurry mixture in a manner that results in an even distribution of all materials. Apply seed, fertilizer, and mulch together in one application.
5. Hydraulic seeding equipment must be capable of maintaining continuous slurry agitation so that a homogeneous, uniform mixture is applied through a spray nozzle, for the complete tank load. The pump must be capable of producing sufficient pressure to maintain a continuous, nonfluctuating spray capable of reaching the extremities of the seeding area with the pump & nozzle unit located on the roadbed. Provide sufficient hose to reach areas not practical to seed from the pump & nozzle unit situated on the road bed.

Mechanical Method:

1. Use mechanical spreaders, seed drills or other approved mechanical seeding equipment when seed and fertilizer are to be applied in dry form.
2. Water seeding area both prior to and after the application of fertilizer.
3. Spread fertilizer separately from seed.

618-3.04 APPLICATION RATE. Apply seed, fertilizer, and mulch at the rates specified in the table below.

MATERIALS	TYPE	APPLICATION RATE PER 1,000 SQUARE FEET
Seed*	Arctared Red Fescue	0.5 lbs.
	Greuning Alpine Bluegrass	0.3 lbs.
	Alyeska Polargrass	0.1 lbs.
	Annual Ryegrass	0.1 lbs.
	Total	1.0 lbs.
Fertilizer	20-20-10	10 lbs.
Mulch**	Natural Wood or Wood Cellulose	20 lbs.

*Do not remove the required tags from the seed containers.

**Mulch application rate may be adjusted according to the manufacturer's recommendations when approved by the Engineer. Mulch is not required for mechanical seeding.

618-3.05 MAINTENANCE. Protect seeded areas against erosion and sedimentation. Protect seeded areas against traffic by approved warning signs or barricades. Water seeded areas, in a non-erosive manner, as required to establish a uniform living perennial vegetative cover. Be responsible for identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas. A second application of fertilizer is not required except in gullied or otherwise damaged areas. Reseed unproductive areas as directed by the Engineer.

Maintain seeded areas in a satisfactory condition until either Project Completion or the Engineer accepts the seeding, whichever is later.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

618-3.06 PERIOD OF ESTABLISHMENT. The establishment period extends until a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

The Engineer may, but is not required to, determine the Project is complete except for the Period of Establishment, and issue a letter of Project Completion. After Project Completion, work or materials due under this subsection during any remaining Period of Establishment are considered Contract obligations that continue to be due following Project Completion in accordance with Subsection 105-1.15.

618-3.07 ACCEPTANCE. The Engineer will accept seeding when a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

618-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

Watering seeded areas per Subsection 618-3.05 will not be measured directly for payment and is subsidiary, except when Pay Item 618(3) is listed on the Bid Schedule.

Identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas will not be measured directly for payment and is subsidiary.

Seeding by the Acre. By the area of ground surface acceptably seeded and maintained. Soil preparation, seed, fertilizer, mulch, dye, and water required for seed and fertilizer application will not be measured directly for payment and is subsidiary.

Seeding by the Pound. By the dry weight of seed acceptably seeded and maintained. Soil preparation, fertilizer, mulch, dye, and water required for seed and fertilizer application will not be measured directly for payment and is subsidiary.

Water for Seeding. By the M Gal. (1,000 gallons) acceptably placed. Use a conversion factor of 8.34 pounds per gallon, if measured by weight.

618-5.01 BASIS OF PAYMENT. The accepted quantity will be paid for at the contract price, per unit of measurement, for the pay items listed below that appear on the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
618 (1) Seeding	Acre
618 (2) Seeding	Pound
618 (3) Water for Seeding	M Gal.

Delete Section 641 in its entirety and substitute the following:
03/12/10 (H10)

SECTION 641

EROSION, SEDIMENT, AND POLLUTION CONTROL

641-1.01 DESCRIPTION. Plan, provide, inspect and maintain control of erosion, sedimentation, water pollution, and hazardous materials contamination.

641-1.02 DEFINITIONS.

1. **Alaska Certified Erosion and Sediment Control Lead (AK-CESCL)**. Certification documenting the person has completed training, testing, and other requirements recognized by the Department to satisfy the Alaska Pollutant Discharge Elimination System, APDES, Construction General Permit requirement for "qualified personnel". AK-CESCL certificates issued in conformance with, and under the authority of the AK-CESCL Memorandum of Understanding are recognized by the Department as meeting this standard. An AK-CESL certification must be recertified every three years. CPESC, Certified Professional in Erosion and Sediment Control; CISEC, Certified Inspector in Sediment and Erosion Control; and CESCL, Washington Department of Ecology Certified Erosion and Sediment Control Lead are the only other certifications allowed as substitute for the AK-CESCL certification.
2. **Area of Land Disturbance**. The area of land (soil) that will be exposed to the elements by Construction Activity. This does not include pavement removal or pavement milling if the activity does not remove the aggregate underlying the pavement.
3. **BMPs (Best Management Practices)**. BMPs are devices, schedules of activities, prohibition of practices, maintenance procedures and other management practices. They include temporary or permanent structural and non-structural devices. BMPs, when used alone or in combination, minimize erosion and contain sediment within the project site, and prevent or reduce the discharge of pollutants.
4. **CGP (Construction General Permit)**. The Storm Water Construction General Permit for Discharges for Large and Small Construction Activities, issued by Alaska Department of Environmental Conservation (ADEC) under the Alaska Pollutant Discharge Elimination System (APDES).
5. **eNOI**. Electronic Notice of Intent to begin land disturbing activities under the Construction General Permit.
6. **eNOT**. Electronic Notice of Termination to end coverage under the Construction General Permit.
7. **ESCP (Erosion and Sediment Control Plan)**. A project specific general plan for temporary and permanent control of erosion and sedimentation. The ESCP normally consists of a narrative, a map, and a site plan. It is developed by the Department and included in the project plans and specifications. Use the Department's ESCP as a starting point for designing the SWPPP. The approved SWPPP replaces the ESCP.
8. **Final Stabilization**. Final stabilization occurs when all soil disturbing activities at the site have been completed and either of the two following criteria are met: (a) a uniform and evenly distributed perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or (b) equivalent permanent stabilization measures (such as riprap, gabions, geotextiles, and crushed aggregate base course) have been employed.
9. **HMCP (Hazardous Material Control Plan)**. The Contractor's detailed site specific plan for prevention of pollution from storage, use, containment, cleanup, and disposal of hazardous material, including petroleum products related to construction activities and equipment.
10. **Pollutant**. As defined in 40 CFR 122.2 (a partial listing of this definition includes solid waste, sewage, garbage, chemical wastes, dredged spoil, rock, sand).
11. **SPCC Plan (Spill Prevention, Control and Countermeasure)**. The Contractor's detailed plan for petroleum spill prevention and control measures that meets the requirements of 40 CFR 112.

SPECIAL PROVISIONS

12. SWPPP (Storm Water Pollution Prevention Plan). The Contractor's detailed plan to minimize erosion and contain sediment within the project site, and prevent or minimize the discharge of pollutants. It also includes amendments, records of activities, and inspection reports. The SWPPP is the legal record, and must meet the requirements of the APDES CGP.
 - a. SWPPP Amendment. Any revision to the SWPPP or a document that adds to, deletes from, or changes the SWPPP.
 - b. SWPPP Manager. The Contractor's representative with authority to implement corrective action; and who inspects, supervises work for, updates, and is responsible for implementing the SWPPP.
 - c. SWPPP Representative. A representative of the SWPPP Manager.
 - d. SWPPP Preparer. The Contractor's person responsible for designing the initial SWPPP.
 - e. SWPPP Subcontractor Coordinator. The Subcontractor's representative with authority to direct Subcontractor's land disturbing activity, and who is responsible for the Subcontractor complying with the SWPPP.
 - f. SWPPP Template. As provided for Authorized States by EPA (see EPA webpage).
13. Temporary Stabilization. The protection of exposed soils (disturbed land) from wind and water erosion during the construction process until final stabilization occurs.

641-1.03 PLAN AND PERMIT SUBMITTALS. Submission deadlines in this Subsection supersede Subsection 108-1.03.

1. Hazardous Material Control Plan and Spill Prevention, Control and Countermeasure Plan.

Submit two signed copies of the HMCP to the Engineer for approval. Submit one signed copy of the SPCC Plan (if required under Subsection 641-2.04) to the Engineer. Deliver these documents to the Engineer at least 14 calendar days before the preconstruction conference.

The Department will review the HMCP submittals within 14 calendar days after they are received. HMCP Submittals will be returned to the Contractor, and marked as either requiring modification or as approved by the Department.

The Department will keep the SPCC Plan as a record document.

2. Storm Water Pollution Prevention Plan.

a. For all projects:

Submit three signed paper copies and one electronic copy of the SWPPP to the Engineer for approval. Deliver these documents to the Engineer at least 14 calendar days before the preconstruction conference.

The Department will review the SWPPP submittals within 14 calendar days after they are received. Submittals will be returned to the Contractor, and marked as either requiring modification or as approved by the Department.

b. For projects disturbing less than 1 acre of land, do not file an eNOI.

For projects disturbing at least one acre and less than five acres of land, submit a copy of the Contractor's eNOI to ADEC with the required permit fee. The Department will submit the Department's eNOI to ADEC.

For projects that disturb five acres or more of land, submit a copy of the Engineer-approved, signed and certified SWPPP, and a copy of the Contractor's eNOI to ADEC with the required permit fee. The Department will submit the Department's eNOI to ADEC.

Submit a copy of the Contractor's eNOI to the Engineer at the same time you submit the Contractor's eNOI to ADEC. Submit a copy of the ADEC Acknowledgement Letter to the Engineer.

Allow adequate time for processing of both Contractor and Department eNOIs, and for ADEC to issue authorization before beginning construction activities. (The date of authorization is given on the Acknowledgement Letter from ADEC.)

c. Additional submittal requirements:

The SWPPP must be designed by a SWPPP Preparer.

The SWPPP must be implemented by a SWPPP Manager.

The Contractors Superintendent and the Project Engineer must sign and certify the approved SWPPP according to the APDES Construction General Permit Signature Requirements before the Contractor submits their eNOI to ADEC. The certification statement cannot be amended or edited.

3. Ending Construction General Permit Coverage (for a project with eNOIs).

Within 30 days after the Engineer has determined that you may end SWPPP activities according to Subsection 641-3.01.4, submit your eNOT to ADEC and send a copy of the eNOT to the Engineer. Within 30 days of the Engineer's determination, the Department will submit the Department's eNOT to the ADEC, and will terminate the Construction General Permit coverage.

641-1.04 PERSONNEL QUALIFICATIONS. Include qualifications of the Superintendent, SWPPP Preparer, SWPPP Manager, and SWPPP Manager's Representatives in the SWPPP.

The SWPPP Preparer must meet at least one of the following qualifications:

- current certification as a Certified Professional in Erosion and Sediment Control (CPESC)
- current certification as AK-CESCL, and at least three years experience in erosion and sediment control (provide documentation including project names, project timelines, and work responsibilities demonstrating the experience requirement) and completion of the ADEC SWPPP writing course.
- Professional Engineer registered in the State of Alaska and current certification as AK-CESCL

The Superintendent and any designated Relief Superintendent must meet all the following qualifications:

- current certification as Alaska Certified Erosion and Sediment Control Lead (AK-CESCL)
- duly authorized representative, as defined in the CGP, Appendix F

The SWPPP Manager and SWPPP Manager's Representative must hold current AK-CESCL certification.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS. Signature and certification authority for the eNOI and eNOT cannot be delegated.

1. The eNOI and eNOT must be signed and certified in accordance with APDES CGP Delegation of Signature Authority for Other SWPPP Documents and Reports

2. DOT Forms 25d-108 Contractor Delegation of Authority and 25d-111 Contractors SWPPP Certification forms shall be used to delegate signature and certification authority to the Superintendent, in accordance with APDES CGP, for the SWPPP, SWPPP inspections, and other reports required by the CGP.

641-2.01 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT, SWPPP MANAGER, AND SWPPP MANAGER'S REPRESENTATIVE. The Superintendent is responsible for the overall operation of the project and all Contractor furnished sites and facilities directly related to the project. The Superintendent shall sign and certify the SWPPP, SWPPP inspections, and other reports required by the CGP, except the NOI and NOT. The Superintendent may not delegate the task or responsibility of signing and certifying the SWPPP, SWPPP inspections, and other reports required by the CGP. If the Superintendent is unavailable, a Relief Superintendent may sign and certify reports required by the CGP. If a relief Superintendent is used, document the personnel change, including a photo copy of their AK-CESCL certification, and include their beginning and ending dates in the SWPPP.

The Superintendent may assign certain duties to the SWPPP Manager. Those duties may include:

1. Ensuring Contractor's compliance with the SWPPP and CGP,
2. Ensuring construction activity does not result in discharge of pollutants that exceed applicable water quality standards,
3. Performing SWPPP inspections,
4. Updating the SWPPP including adding amendments and forms
5. Directing and overseeing installation, maintenance, and removal of BMPs

The SWPPP Manager may assign their duties to a SWPPP Manager's Representative.

The Superintendent, SWPPP Manager and the SWPPP Manager's Representative shall be knowledgeable in the requirements of this section, the SWPPP, CGP, BMPs, HMCP, SPCC, environmental permits and environmental commitments.

The Superintendent, SWPPP Manager, and the SWPPP Manager's Representative shall have the Contractor's complete authority to suspend construction activities that do not conform to the SWPPP or CGP.

641-2.02 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS. Comply with the CGP. The construction site, material sources, disposal sites, haul roads, staging and equipment storage areas, and other disturbed areas; must either have their own eNOI and SWPPP (permit numbers to be attached to the project SWPPP) or must be included in the project eNOI and SWPPP. Contractor-furnished material sources and disposal sites must have their own eNOI and SWPPP. Department furnished material sources must be part of the Project eNOI.

Use a SWPPP Preparer to develop the SWPPP and associated documents, in accordance with the requirements of the CGP. The SWPPP Preparer must put their name, title and company name in the SWPPP. Use the Department's ESCP as a starting point for designing the SWPPP. The approved SWPPP replaces the ESCP.

BMP descriptions and/or schematics in the SWPPP or SWPPP amendment must provide a citation for the BMP Manual or publication that was used as a source. The description must include schematics and/or text descriptions, the full title of the reference, author, publisher and date of publication. If a BMP was created for a project specific situation and no published source was used, then the SWPPP or SWPPP amendment must state that no manual or publication was used as a source; and a description, design, schematic and placement of the BMP must be described.

The SWPPP Preparer must visit the project site before construction activity begins. The SWPPP Preparer must visit the site accompanied by the Superintendent. Give the Department at least seven days notice of the site visit, so that the Department may participate. The pre-construction inspection must:

- Identify or verify the SWPPP's stated opportunities to phase construction activities.
- Identify or verify the SWPPP's description of appropriate BMPs and their sequencing.
- Identify or verify the SWPPP's list of sediment controls that must be installed prior to beginning Construction Activities.
- Be documented in the SWPPP on Form 25D-106, SWPPP Pre-Construction Site Visit, including the names of attendees and the date.

The findings of the visit must be incorporated in the development of the SWPPP or incorporated by amendment, if the SWPPP was approved prior to the visit.

The most current SWPPP template for Authorized States presented on the EPA website shall be used for all project SWPPPs. Incorporate into the SWPPP the requirements of the project permits and environmental commitments, and the Contractor's progress schedule, equipment, and planned BMPs.

The SWPPP must identify site specific areas where potential erosion, sedimentation or pollution may occur. The potential for wind erosion must be addressed. Describe site-specific BMP's, source controls, sediment controls, discharge points, and a plan for final stabilization with scheduling and implementation procedures. Describe all temporary and permanent stabilization measures and provide installation drawings for all BMPs.

The SWPPP must include the activities of subcontractors, and utility companies performing work on the project. The SWPPP must describe the roles and responsibilities of the Contractor, subcontractors, utility companies and DOT&PF with regard to implementation of the SWPPP.

Specify the line of authority and who is responsible for each part of the SWPPP. Designate a SWPPP Manager for implementing SWPPP compliance. Designate one SWPPP Subcontractor Coordinator from each subcontractor that performs land disturbing activities, or that installs and maintains erosion and sediment control measures. Provide 24 hour contact information for each Manager and Coordinator.

The SWPPP is a dynamic document. Once construction begins, keep the SWPPP current with amendments, inspection reports, records of land disturbance and stabilization, and records of the installation, maintenance, and removal of BMPs.

641-2.03 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS. Prepare a HMCP for prevention of pollution from the storage, use, containment, cleanup, and disposal of hazardous material, including petroleum products related to construction activities and equipment. (See 40 CFR 117 and 302 for listing of hazardous materials.) Compile Material Safety Data Sheets in one location and reference the location in the HMCP.

List the types and approximate quantities of response equipment and cleanup materials available on site. Include a list and location map of cleanup materials, at each different work site and readily available off site (main site, material site, batch plant, storage yard, explosives dump, equipment or fueling yard, etc). Vehicles and other mobile equipment must carry oil absorbent pads.

Specify the line of authority and designate a Contractor field representative for spill response, and one coordinator from each subcontractor. Provide 24 hour contact information for each representative or coordinator.

List and give the location of hazardous materials, including office materials, to be used or stored on site, and estimated quantities. Store hazardous materials in covered storage areas, such areas must also function as or include a secondary containment system.

Identify the locations where storage, fueling and maintenance activities will take place, describe the maintenance activities, and list controls to prevent the accidental spillage of petroleum products and other hazardous materials. Store spill response materials appropriate to the hazards associated with that site in sufficient quantity at each identified location.

Detail procedures for containment and cleanup of hazardous substances. Detail a plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by accidental spills. Detail a plan for dealing with unexpected contaminated soil and water encountered during construction.

Detail methods for disposing of waste petroleum products and other hazardous materials generated by the project. Identify haul methods and final disposal areas, such areas must be permitted for hazardous material disposal.

641-2.04 SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN REQUIREMENTS.

Prepare and implement a SPCC Plan as required by 40 CFR 112, including:

1. When petroleum spills may reach navigable waters; and
2. Total above ground petroleum storage capacity is greater than 1,320 gallons (including vehicle and equipment fuel tanks, but not counting containers that have a capacity less than 55 gallons).

If the project requires a SPCC Plan, reference the SPCC Plan in the SWPPP.

You may self-certify the SPCC Plan if total above ground petroleum storage capacity is 10,000 gallons or less, and you meet all the requirements for self-certification of 40 CFR 112. Otherwise the SPCC Plan must be sealed, signed and dated by a Professional Engineer registered in the State of Alaska.

641-2.05 MATERIALS. Straw must be certified as free of noxious and invasive weeds by the United States Department of Agriculture, Natural Resources Conservation Service, Local Soil and Water Conservative District, Alaska Weed Free Forage Certification Program. Hay may not be substituted for straw.

Temporary seed must consist of annual rye grass, or the specified seed mixture, and be free of noxious or invasive plant species.

CONSTRUCTION REQUIREMENTS

641-3.01 GENERAL.

1. Before Starting Construction.

- a. Do not begin land disturbing activities, or clearing, or pavement removal or milling, until authorized by the Engineer, and
- b. On projects that require construction authorization under the CGP: do not begin land disturbing activities, or clearing, or pavement removal or milling until the ADEC has issued authorization. (The date of authorization is given on the Acknowledgement Letter from ADEC.)

Post notices at publicly accessible locations. The postings must be protected from the weather, and located where the public can read them easily without obstructing construction activities (for example, at an existing pullout). Post notices near the beginning and end of the project, and the project office, that include the following information:

- a. Copy of eNOIs in effect;
- b. Name and phone number of Contractor
- c. Location of a SWPPP available for public viewing.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Keep a copy of the updated SWPPP, HMCP and SPCC Plan at the project site or locally available (within 30 miles by road from project site).

Install an outdoor rain gauge and thermometer on the project site in a readily accessible location for the purpose of maintaining a Weather Log.

The SWPPP Manager shall ensure that subcontractors and utility companies, understand and comply with the SWPPP, and avoid disturbing installed BMPs.

2. During Construction. Comply with requirements of the approved HMCP, the submitted SPCC Plan, and all state and federal regulations that pertain to the handling, storage, cleanup, and disposal of petroleum products or other hazardous substances. Contain, clean up, and dispose of discharges of petroleum and other hazardous materials. Perform fueling operations in a safe and environmentally responsible manner. Place absorbent pads under fill ports while fueling and under equipment during maintenance or repairs. Install secondary containment under all stationary equipment powered by liquid fuels, such as, welders, compressors, pumps, generators, and hydraulic power units.

Comply with the requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substances Pollution Control. Report petroleum spills as required by federal, state and local law, and as described in the HMCP and SPCC Plan.

Comply with the requirements of the approved SWPPP which shall be consistent with the requirements of the Construction General Permit. Implement the temporary and permanent erosion, sediment and pollution control measures identified in the SWPPP, and ensure that the SWPPP remains current. Maintain temporary and permanent erosion, sediment and pollution control measures in effective operating condition. Coordinate BMPs with subcontractors and utility companies doing work in the project area.

If you suspect or have determined that there has been an incident of CGP non-compliance that may endanger health or the environment, then immediately report it to the Engineer. The Engineer will determine whether the incident is required to be reported to the ADEC as described in the CGP. If the incident is reported to ADEC, the Department will submit oral and written reports on behalf of the Department and the Contractor. Be prompt with your notice to the Engineer because the oral report to ADEC is required within 24 hours of the time you become aware of the incident. The Superintendent must co-sign with the Department, the written report to ADEC.

Implement corrective actions so that all of the following conditions are satisfied:

- corrective action is completed as soon as possible
- corrective action is completed before the next storm event whenever practicable
- corrective action is completed no later than the end of the day, six calendar days following the day of an inspection identifying the need for corrective action

If completing a corrective action before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as possible.

Each project that has begun Construction Activities must be stabilized with appropriate BMPs prior to seasonal thaw. Seasonal thaw is the annual (first) recurrence of snow and ice melting after a prolonged period of freezing conditions.

3. Stabilization. Land may be disturbed multiple times during a project. Initiate stabilization of disturbed areas, and of erodible aggregate layers, as soon as practicable but no later than 14 days after each cessation of land-disturbing activities. Stabilization may be accomplished using temporary or permanent measures. Within 24 hours of installing a culvert, seed the disturbed area within a 50 foot radius of the ends of the culvert.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Temporary stabilization measures may include a combination of temporary seeding, mulch, tackifiers, rolled erosion control products (RECP), soil binders, non-erodible cover or other methods.

Apply temporary seeding by any application method at a rate of 1/2 pound per 1000 square feet. Roughen the surface to be seeded and apply seed. Maintain seeded areas and reseed areas not showing evidence of satisfactory growth.

When the land-disturbing activity is permanently ceased, in any area of the project, permanent seeding may be initiated in that area, according to Section 618 and the Plans.

4. Ending SWPPP Activities and Maintenance. The Engineer will determine SWPPP activities have ended when:
 - a. Land disturbing activities have ceased;
 - b. The project site (including material sources, disposal sites, etc.) has achieved final stabilization; and
 - c. Temporary BMPs have been removed.

For projects with eNOIs, conform to Subsection 641-1.03 regarding submitting eNOTs and ending CGP coverage.

5. Record Retention. The Contractor must provide the Department with a copy of all Records, as defined in this Section.

Transmit one electronic copy of the initially approved SWPPP and the final SWPPP, including all amendments and appendixes, to the Engineer when the project eNOTs are filed.

Retain copies of the SWPPP, including all amendments and appendixes, for at least three years after the date of eNOT. If EPA or ADEC inspects the project, issues a Notice of Violation (NOV), or begins investigation for a potential NOV before the three year retention period expires, retain the SWPPP and all records related to the SWPPP and CGP until EPA and/or ADEC has determined all issues related to the investigation are settled.

In addition, retain copies of the SWPPP, and records required by the EPA Consent Decree, including all amendments and appendixes, for at least one year after the termination of the Consent Decree.

641-3.02 SWPPP INSPECTIONS, REPORTS AND AMENDMENTS. This subsection applies to all projects. Perform inspections, prepare inspection reports, and prepare SWPPP amendments in compliance with the project SWPPP and the Construction General Permit. Maintain an up to date SWPPP binder. The Contractor's SWPPP is the legal record required by the CGP.

1. Joint Inspections during Construction. Conduct joint site inspections during construction.
 - a. The SWPPP Preparer shall conduct a joint site inspection with the SWPPP Manager and the Engineer before starting construction. Discuss implementation of the SWPPP, and dates of BMP installations in relation to the progress schedule

- b. The SWPPP Manager shall conduct joint site inspections with the Engineer at the following times:
 - at least once every seven days during construction, or at least once every 14 days during construction and within 24 hours of the end of a storm event of 1/2 inch or greater rainfall in a 24 hour period (1/2 inch rainfall as recorded at the project site rain gauge)
 - Before seasonal suspension of work, to ensure that the site has been adequately stabilized and BMP devices are functional.
 - At project completion, to ensure final stabilization of the project
 - c. If the Engineer approves the Contractor conducting an inspection that is not joint, then the Contractor must provide the Engineer with a copy of the inspection report within three days of the inspection and must document the transmittal as well. For required inspections that are not joint the absent co-permittee must explain why conducting a Joint Inspection was not practical and the contractor shall include the explanation in the SWPPP.
2. Seasonal Suspension of Work Site Inspections. The frequency of site inspections may be reduced to 1 per month during seasonal suspension of work if all of the following requirements are met:
- a. the entire site is temporarily stabilized; and
 - b. runoff is unlikely due to winter conditions (e.g. the site is covered with snow, ice or the ground is frozen).
- During seasonal suspension of work the SWPPP Manager shall conduct joint site inspections with the Engineer, at least once every month, and within 24 hours of the end of a storm event of ½ inch rainfall or greater in 24 hours.
- The Engineer may grant a written waiver of monthly inspection requirements during seasonal suspension of work until one month before thawing conditions are expected to result in a discharge, if the following requirements are met:
- a. Below-freezing conditions are anticipated to continue for more than one month;
 - b. Land disturbance activities have been suspended; and
 - c. The beginning and ending dates of the waiver period are documented in the SWPPP
 - d. Stabilization measures are in place or plans have been documented for stabilization of the project during spring thaw/breakup.
3. Items to Inspect. Inspect the following items during joint inspections during construction and winter site inspections:
- a. Disturbed areas that have not been finally stabilized
 - b. Areas used for storage of erodible materials that are exposed to precipitation
 - c. BMPs
 - d. Perimeter sediment control and discharge locations
 - e. Locations where vehicles enter or exit the site
 - f. HMCP sites

When included in the Project SWPPP inspect the following:

- a. Offsite material sources and disposal sites
- b. Staging and equipment storage areas
- c. Offsite HMCP sites

4. Inspection Reports. Use only the DOT&PF SWPPP Construction Site Inspection Report, Form 25D-100 to record SWPPP inspections. Changes or revisions to Form 25D-100 are not permitted. Complete all fields included on the inspection form.

The Superintendent must sign and certify the inspection report on the day of the inspection, and must provide the report to the Engineer the same day. The Engineer will sign and certify the inspection report and will return the original to the Contractor within three working days.

Unless otherwise approved by the Engineer, insert the date six calendar days after the date of the inspection, as the date each corrective action will be implemented. If the report identifies incidents of non-compliance with either the SWPPP or the Construction General Permit, then implement corrective action.

Prepare and keep current the Record of Disturbance and Stabilization, DOT&PF Form 25D-110 Grading and Stabilization Activities Log, documenting land disturbance and stabilization dates.

Prepare and keep current a Weather Log using DOT Form 25D-115 Daily Record of Rainfall. Log daily rainfall, storm event duration and rainfall, and daily outside high and low air temperatures, at a minimum.

5. SWPPP Amendments. Use DOT Form 25D-114 – SWPPP Amendment Log. The SWPPP Manager shall keep the Contractor's SWPPP current at all times. Keep all SWPPP amendments in the SWPPP document. Prepare SWPPP amendments, and initial and date them, within seven days following an inspection:
- a. whenever there is a change in conditions, design, construction, operation, or maintenance that could have a significant effect on the discharge of pollutants in storm water leaving the project site;
 - b. if during inspections it is determined that the SWPPP is ineffective in preventing the discharge of pollutants that exceed applicable water quality standards; and
 - c. Whenever inspections identify a problem that requires additional or modified BMPs.
6. Submit to Engineer. Submit inspection reports within three working days of the inspection. Submit copies of other records within three working days of recording them in the SWPPP. Submit copies of SWPPP amendments within three working days from date they were initialed.
7. SWPPP Binder. The SWPPP Binder(s) shall include:
- a. Contractor's current SWPPP.
 - b. Copies of all project related permits.
 - c. SWPPP Inspection Reports, and all SWPPP logs & forms

Use SWPPP logs & forms located on the Departments Website. Click on Construction Forms at: <http://www.dot.state.ak.us/stwddes/dcsconst/resources.shtml#> The forms include but are not limited to:

- (1) DOT&PF SWPPP Delegation of Signature Authority (Form 25D-107)
- (2) Contractor Delegation of Signature Authority (Form 25D-108)
- (3) DOT&PF SWPPP Certification (Form 25D-109)
- (4) Contractor's SWPPP Certification (Form 25D-111)
- (5) SWPPP Construction Site Inspection Report (Form 25D-100 and 25D-100 Part 2)
- (6) SWPPP Grading & Stabilization Activities Log (Form 25D-110)
- (7) SWPPP Corrective Action Log (Form 25D-112)
- (8) SWPPP Amendment Log (Form 25D-114)
- (9) SWPPP Daily Record of Rainfall (Form 25D-115)

641-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

Items 641(2) and (4) will be measured as specified in the Contract or directive authorizing the work.

641-5.01 BASIS OF PAYMENT. The Bid Schedule will include either bid items 641(1), (2), and (5) or bid items 641(1), (3), (4), and (5). 641(6) may or may not appear in the Bid Schedule. If 641(6) does not appear in the bid schedule, the SWPPP Manager is subsidiary to item 641(1).

1. Item 641(1) Erosion, Sediment and Pollution Control Administration. At the contract lump sum price for administration of all work under this Section. Includes, but is not limited to, SWPPP and HMCP and SPCC Plan preparation, updating the SWPPP, inspections, monitoring, reporting and record keeping.
2. Item 641(2) Temporary Erosion, Sediment and Pollution Control. At the prices specified in the Contract or Directive authorizing the work to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control measures required to complete the project using the approved SWPPP and HMCP.
3. Item 641(3) Temporary Erosion, Sediment and Pollution Control. At the contract lump sum price to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control measures required to complete the project using the approved SWPPP and HMCP, as amended according to 641-2.02 and 641-3.02.
4. Item 641(4) Temporary Erosion Sediment and Pollution Control Modification. At the prices specified in the Directive authorizing work to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control measures. All work paid under this Item will be shown as amendments to the original approved SWPPP or HMCP.
5. Item 641(5) Erosion, Sediment and Pollution Control Price Adjustment. This is a price adjustment equal to any penalties and fines levied against the Department by local, state or federal agencies for pollutant violations, including violations of the Clean Water Act, Clean Air Act, and the Construction General Permit. An amount equal to the maximum possible penalties and fines for the violation will be withheld temporarily until the actual cost of the penalties and fines is known. The Contractor is also responsible for the payment of penalties and fines levied against the Contractor.
6. Item 641(6) SWPPP Manager. At the lump sum price for a SWPPP Manager.

Temporary erosion, sediment and pollution control measures that are required at material sources and disposal sites, at fuel and material storage areas, and at equipment and material staging areas, are the responsibility of the Contractor, and are subsidiary. Work required by the HMCP, including but not limited to, hazardous material storage, containment, removal, cleanup and disposal, are subsidiary.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Work that is paid for directly or indirectly under other pay items will not be measured and paid for under this Section 641. This work includes but not limited to dewatering, shoring, bailing, installation and removal of temporary work pads, temporary accesses, temporary drainage pipes and structures, diversion channels, etc.

Temporary erosion, sediment and pollution control measures that are required due to negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer, or for the Contractor's convenience, are at the Contractor's expense.

Permanent erosion, sediment and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

Failure to install and maintain effective BMPs:

If you fail to install and maintain effective BMPs that (a) minimize erosion, (b) control sedimentation, and (c) prevent or minimize the discharge of pollutants; the Engineer may suspend your earthwork operations and withhold monies due on current estimates for such earthwork items, until the BMPs are corrected and are working in an effective manner, as determined by the Engineer.

The Engineer may, after giving you written notice, perform BMP work and deduct the cost thereof, including project engineering costs, from your progress payments if you fail to:

1. Pursue work required by the approved SWPPP; or
2. Respond to inspection recommendations or deficiencies in the SWPPP; or
3. Implement erosion and sedimentation controls identified by the Engineer; or
4. Provide deliverables listed in Subsection 641-3.02.

Failure to perform SWPPP Administration.

If you fail to (a) perform timely inspections, (b) keep the SWPPP updated, or (c) transmit updates to the Engineer; the Engineer may suspend your earthwork operations and withhold monies due on current estimates for such earthwork items, until the listed items are corrected, as determined by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
641(1) Erosion, Sediment and Pollution Control Administration	Lump Sum
641(2) Temporary Erosion, Sediment and Pollution Control	Contingent Sum
641(3) Temporary Erosion, Sediment and Pollution Control	Lump Sum
641(4) Temporary Erosion, Sediment and Pollution Control Modification	Contingent Sum
641(5) Erosion, Sediment and Pollution Control Price Adjustment	Contingent Sum
641(6) SWPPP Manager	Lump Sum

SECTION 642

CONSTRUCTION SURVEYING AND MONUMENTS

02/27/08 (H12)

642-3.01 GENERAL. Delete the fifth paragraph and substitute the following: Follow the Department's Construction Surveying Requirements, or if GPS survey is approved by the Engineer use the State of Alaska Survey Manual (rev. 4/20/06).

Add the following to the last sentence in the second to the last paragraph: or the State of Alaska Survey Manual (rev. 4/20/06).

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

Delete 642-3.02 in its entirety and substitute the following:

642-3.02 PLAN AND PROFILE DEVELOPMENT. Develop the Plan and Profile for this project as described in this subsection. A lump sum Schedule of Values describing the required deliverables must be agreed upon prior to beginning work under this special provision.

1. Topographic Survey. Conform to the State of Alaska Survey Manual (rev. 4/20/06). Survey the project corridor. The corridor shall be generally 60 feet wide centered approximately on the proposed bike path alignment per the Plans. Survey 30 feet on either side of the approximate centerline or to the tree line (left side of corridor while heading up-station) or the Alaska Highway pavement edge (right side of corridor while heading up-station), whichever is closer. Prior to beginning this survey work, diagram and verify the proposed corridor on the Plan sheets for approval by the Engineer.

This survey is intended to provide enough topographic data to identify existing ground and planimetrics in proximity to the path construction so that the Contractor will have sufficient information to establish an upgraded plan alignment (centerline) and vertical profile for the new bike path facility.

- a. Using the acquired survey information, define the existing ground surface by creating a Triangular Irregular Network (TIN). The TIN shall be capable of accurately generating 1 foot contours in all areas. Hard shots (pavement, concrete, culverts, etc.) shall have vertical accuracy of less than 0.1 foot. The TIN shall incorporate fault lines (breaklines, edges of pavement, shoulders and/or tops of bank, toes of slope/fill, ditches and/or drainages, etc.) and additional shots as necessary to ensure that the TIN accurately represents the existing ground surface. The TIN shall not represent water surfaces. Sufficient data shall be gathered along driveways and side streets to allow grade matching.
 - b. Establish the horizontal alignment. Generally, the centerline of the improved path should approximate that of the existing path except in locations of required realignment shown in the Plans. If the Plans specify exact dimension requirements (i.e., at the realignment locations), include those in the proposed alignment. Elsewhere, the proposed construction centerline shall be composed of P.C.s, P.T.s, and tangent sections. Slight angle points are permissible as approved by the Engineer. Minimum horizontal curve radii shall be 225 feet.
 - c. Station the proposed centerline such that the B.O.P. matches the B.O.P. station on the page 6 of the Plans (i.e., B.O.P Station = "O" 471+84.08). Label the centerline stationing, B.O.P, E.O.P., P.C.s, P.T.s, line descriptions (e.g. distances), horizontal curve radii, and angle points.
 - d. Show and label planimetric objects within the surveyed corridor, including edge of tree line, utility objects (including overhead wire height crossings of approaches and the bike path), and highway edge of pavement. Ensure fault lines are easily identifiable (i.e., labels or assigned CAD layers).
 - e. Provide contour intervals to 1 foot.
 - f. Provide all Topographic Survey data points and all items from a. through e. above in an electronic format approved by the Engineer. Also provide three (3) hard copies of the Topographic Survey information items b. through e above at a readable scale on 22" x 34" sheets, as approved by the Engineer. The Contractor shall allow up to 96 hours, from the time the survey information is submitted to the Engineer, for centerline adjustments to be made by the Engineer.
2. Plan and Profile, Cross Sections, and Volume Reports. Provide the Engineer with a Plan and Profile Sheets, Cross Section Sheets, and Volume Reports.
 - a. Plan and Profile Sheets. Prior to starting any work under Division 200, 300, or 400, submit Plan and Profile Sheets to the Engineer in plan over profile format. The Contractor shall allow up to 7 calendar days, from the time the Plan and Profile Sheets are submitted to the Engineer, for profile grade adjustments to be made by the Engineer.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

1. Provide a profile of the proposed alignment and its existing ground with the following parameters:
 - (a) maximum profile grade = 5.0%
 - (b) maximum algebraic grade difference along route = 6.0%
 - (c) match existing elevations at all approaches
 - (d) minimum crest vertical curve length = 100 feet
 - (e) minimum sag vertical curve length = 100 feet
 - (f) utilize approximately the quantities for Division 200, 300, and 400 items as provided for in the Estimate of Quantities
 - (g) where overhead wire crossings exist, ensure 18 feet of elevation separation between the wires and the path if possible, or at a minimum, maintain the existing grade of the path
 2. Show on Plan and Profile Sheets the following:
 - (a) construction centerline profile of the existing ground
 - (b) construction centerline profile of the proposed finished ground
 - (c) B.O.P. and E.O.P.; annotate station and elevation for the B.O.P. and E.O.P.
 - (d) all proposed vertical P.C.s and P.T.s; annotate station and elevation for the proposed vertical P.C.s and P.T.s
 - (e) annotate vertical curve lengths and Rates of Vertical Curvature (K)
 - (f) annotate grades between vertical curves
 - (g) incorporate items b. through e. from the Topographic Survey (item number 1) into the Plan portion of the Plan and Profile Sheets
 3. Provide three (3) hard copies of the Plan and Profile Sheets on 22" x 34" sheets at a readable scale, as approved by the Engineer. Provide digital copies of the Plan and Profile Sheets in an electronic format approved by the Engineer. Once the Engineer has approved of the Plan and Profile Sheets, obtain seals for each page from the registered professional engineer who developed the sheets or who supervised their development. Provide four (4) copies of these stamped sheets to the Engineer.
- b. Cross-Section Sheets. With the Plan and Profile Sheets, submit Cross Section Sheets based on the proposed horizontal and vertical alignment to the Engineer.
1. Provide right angle cross-sections to the approved construction centerline. Cross-sections shall be extrapolated from a DTM based on the topographic survey results from item #1.
 2. Provide cross-sections at 100-foot intervals and at cross culverts, and at the B.O.P. / E.O.P., and at all horizontal P.C.s and P.T.s. Also provide cross-sections at intersecting driveways and side streets at a minimum of approximate locations of vertical grade match.
 3. Show on every cross-section the following:
 - (a) construction centerline
 - (b) existing ground, annotate the elevation of the existing ground at the construction centerline
 - (c) proposed typical section, annotate the elevation of the proposed finished ground at the construction centerline
 - (d) slope stakes, annotate each slope stake offset and elevation
 - (e) section's station
 - (f) section's end area for each type of Division 200, 300, or 400 material or work that appears in the bid schedule. Show each point, annotated with offset and elevation that was used to compute the end areas.
 4. Provide three (3) hard copies of the Cross-Section Sheets on 22" x 34" sheets at a readable scale, as approved by the Engineer. Provide digital copies of the Cross-Section Sheets in an electronic format approved by the Engineer.

- c. Volume Reports. With the Plan and Profile Sheets and Cross Section Sheets, provide three (3) hard copies of a summary of quantities with running totals at 100-foot intervals for each type of Division 200, 300, or 400 material or work that appears in the bid schedule and on the Cross-Section Sheets. Provide digital copies of the Volume Reports in an electronic format approved by the Engineer.

642-4.01 METHOD OF MEASUREMENT. Add the following:

Item 642(25) Plan and Profile Development. The lump sum payment for item 642(25) shall be permanently reduced for substandard surveying work, illegible or incomplete surveying work, and/or untimely surveying work. "Timely" is defined as at least 96 hours after submission of the Topographic Survey (item number 1) deliverables prior to beginning Plan and Profile, Cross Sections, and Volume Reports (item number 2), and is defined as 7 calendar days after submission of Plan and Profile, Cross Sections, and Volume Report (item number 2) deliverables prior to starting any work under Division 200, 300, or 400.

The lump sum payment for item 642(25) shall be permanently reduced for failure to provide deliverables conforming to this specification as defined in the agreed upon Schedule of Values. Should the value of the impacts from non-conforming deliverables exceed the value bid for item 642(25), then the Department shall permanently reduce the value of other contract items by the corresponding amount.

Ten percent (10%) of the value earned in the progress period shall be withheld on the progress payments until the deliverables are accepted and approved by the Engineer.

642-5.01 BASIS OF PAYMENT. Add the following pay item:

Pay Item	Pay Unit
642(25) Plan and Profile Development	Lump Sum

SECTION 643

TRAFFIC MAINTENANCE

643-1.01 DESCRIPTION. Delete the second paragraph and substitute the following: Maintain the entire highway, path, approach crossings, and related highway and path facilities located within the project (between the beginning of the project and end of the project shown on the Plans) from the date construction begins until you have received a letter of substantial completion. Maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in a satisfactory condition at all times. Maintain those areas outside the project that are affected by the work, such as, but not limited to haul routes, structures, material sites, and equipment storage sites during periods of their use.

643.3.06 TRAFFIC PRICE ADJUSTMENT. Delete the second sentence of the third paragraph and replace with the following: These rates are liquidated damages which represent highway user costs, based on Average Daily Traffic (ADT) of the Alaska Highway. The ADT for 2008 on the Alaska Highway is 860 vehicles per day.

Delete Section 644 in its entirety and substitute the following:

SECTION 644

SERVICES TO BE FURNISHED BY THE CONTRACTOR

644-1.01 DESCRIPTION. Furnish and maintain facilities and services specified in the Contract for the Department's project administrative personnel to use during the project. Services include heat, electrical power (NEC compliant), water and any others required to operate the facilities. All furnished facilities remain your property when you complete the work.

The Engineer may delete any 644 Items, by Directive within five working days after the Preconstruction Conference. If any 644 Items are deleted within the specified period, Subsection 109-1.09, Eliminated Items, shall not apply to the deleted 644 Items.

644-2.02 FIELD LABORATORY. Furnish and maintain a field laboratory for the Engineer to use exclusively throughout the contract. Provide a completely functional installation 2 weeks before commencing construction work through two weeks after Project Completion.

1. Grade and compact a site for the lab acceptable to the Engineer. Locate and level the structure on this site. If subsequent ground movement causes an unlevel or unstable condition, re-level or re-locate the facility as directed.
2. Provide a weatherproof structure suitable to field test construction materials, with the following minimum functional requirements:
 - a. Total floor space of 500 ft² with laboratory floor space of 300 ft² and separate office floor space of 200 ft²
 - b. Window area of at least 60 ft² with at least two 10-ft² windows that open and lock
 - c. Lockable door(s)
 - d. Work bench(es), 2-1/2 X 16 feet total, 3 feet high
 - e. Laboratory shelf space of 1 X 16 feet and office shelf space of at least 24 linear feet
 - f. One 18-inch deep sink with attached faucet and approved drain
 - g. A gravity-fed 250-gallon tank or pressurized constant water supply of acceptable quality
 - h. Storage cabinet, 3 ft X 3 ft X 3 ft, lockable, securely fixed to an inside wall with a hinged door opening outward
 - i. Adequate heating and cooling devices, and fuel or power to run the devices, to maintain an office temperature between 65°F and 75°F.
 - j. Adequate ventilation
 - k. Continuous supply of drinking water from an approved source or commercial supplier
 - l. Sanitary facilities including adequate hand soap, toilet paper, and paper towels
 - m. Janitorial services at least weekly
 - n. 3 office tables and 4 chairs
 - o. In addition to any power required for adequate heating and cooling devices, provide electrical service and facilities as follows:
 - (1) Electrical current: 120/240 VAC, 60-cycle on 24-hour basis
 - (2) Wiring system to support a 40-amp user load demand with two 20-amp circuits
 - (3) Outlets: 8 conveniently spaced around the office and lab, consistent with local codes
 - (4) Lights: eight 100-watt incandescent or sixteen 40-watt fluorescent
 - (5) Exhaust fan for laboratory space: 5 cfs
 - p. Telephone/data lines and internet service as follows:
 - (1) Three private, separate telephone/data lines
 - (2) Internet service with a send and receive data capability supporting 0.5 Mbps or higher data transfer rate
 - (3) Three telephones, equip each phone to answer all voice lines.
 - (4) One laser jet copier/scanner/printer with a 10x100 network card, scan speed of 40 ppm at 400 dpi, and print speed of 20 ppm.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

- q. Make the field office accessible according to the requirements of *Americans with Disabilities Act Accessibility Guidelines* (ADAAG). Provide at least one designated handicap parking space.
3. If the lab is a mobile unit mounted on axles and wheels, block the structure under the frame so that the wheels do not touch the ground and the blocking rests firmly on the prepared site.
4. Provide a separate weatherproof shed within 20 feet of the main lab structure with the following minimum functional requirements:
 - a. Floor 8 ft X 12 ft, ceiling height 8 ft
 - b. Door 4 ft wide and window 5 ft² that opens, both lockable
 - c. Electrical service and facilities as in 2.h, except for the following:
 - (1) Lighting fixtures, 2 ea.
 - (2) Outlets, 3 conveniently spaced around the structure
 - (3) Wiring system with each circuit GFI protected to satisfy a 20-amp user load demand
 - d. Work table 3 ft X 1-1/2 ft X 3 ft high, capable of supporting 250 pounds and affixed to an inside wall as directed
 - e. Concrete-slab floor, 8 ft X 8 ft X 4 inches thick, cast-in-place or pre-cast. Install anchor bolts in the floor to accommodate the mounting pattern of the Gilson sieving machine at a location as directed.
 - (1) Comply with 1. above for slab foundation requirements.
 - (2) Found the slab directly on the prepared site.
5. For all types of installations, if the entryway is located higher than a single 7-inch rise, provide the following:
 - a. Stairway, 3 feet wide X 11-inch tread X 7-inch rise
 - b. Landing, 4 ft X 4 ft centered on the entryway
 - c. Handrail(s) firmly affixed to the stairway
6. Provide the following lab equipment and services:
 - a. Propane necessary for the lab operation, including two 100-lb tanks, regulators, hoses, fittings, and incidentals for a functional system
 - b. Specialized sampling equipment such as belt templates or belt sampling devices as required
 - c. Fuel and power necessary to continuously operate the facilities
7. Provide electrical power to the Department's portable asphalt lab if there are any asphaltic materials in the bid schedule.
 - a. Electrical current, 120/240 VAC, 60-cycle on 24-hour basis
 - b. 60-amp service

644-2.03 CURING SHED. Furnish and maintain a suitable weather tight shed for curing concrete test cylinders, with a suitable box or bins for curing concrete test cylinders.

Provide a box large enough or enough bins to contain at least 6 test cylinders from each pour that you propose to make during any 28-day period. Use a box or bins at least 18 inches high and constructed of sturdy wood. Line the box or bins with a canvas or plastic liner to help retain moisture in the sand. Construct a lid to provide access to the box or bins.

Provide suitable heating to maintain the temperature in the box (or shed) between 60 and 80 °F at all times when curing the test cylinders. In addition, provide a suitable room thermometer in the shed to check the temperature.

Provide enough sand at the shed to fill the box or bins to be used for curing and enough water to keep the sand in the box or bins moist during the curing period.

644-2.05 VEHICLES. Furnish and maintain vehicles in good condition that are less than three years old and with less than 36,000 miles on the odometer for the exclusive use of the Department throughout the project. Provide full-size four-wheel drive pickups or sport utility vehicles. The Special Provisions will state the

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

required number and type of vehicles. Provide vehicles from two weeks before commencing work to one week after Project Completion. Maintain the vehicles in satisfactory running condition throughout the duration of the contract. Provide fuel, fluids, lubricants, tire repair/replacement, and windshield repair/replacements as needed. If a vehicle is down for more than 24 hours, provide a replacement Vehicle of the same type at no additional cost.

The Contractor is responsible for physical damage insurance (comprehensive and collision) for the vehicles except as provided in Subsection 107-1.13. The State is responsible for liability insurance coverage for the Department's use of the vehicles. The Department's liability insurance does not cover any use of the vehicles by others, except as provided for in 107-1.13.

The Engineer will approve the vehicles prior to transporting them to the project site. All of the vehicles will be allowed to make round trips to the Department's regional headquarters. Remove all vehicles from the project at the end of the Contract.

Number of Vehicles
2

Type
½ ton extended cab pickup

Equip each vehicle as follows:

1. Four wheel drive
2. V-8 engine
3. Automatic transmission
4. Power steering
5. Air conditioning
6. Fire extinguisher & basic first aid kit
7. Jack and lug wrench
8. Load range D tires in good condition
9. Two full size load range D spare tires in good condition mounted on rims
10. 360-degree Permanent Beacon

644-2.06 NUCLEAR TESTING EQUIPMENT STORAGE SHED. Design, furnish and maintain a weatherproof, heated, and ventilated nuclear densometer/testing equipment storage shed for the Engineer to use exclusively throughout the contract. Install the building at least 15-feet from an occupied area at a location approved by the Engineer. Install the shed at least one week before the commencement of construction activities and maintain it until one week after Project Completion. Provide sufficient floor area for the nuclear testing equipment and a portable electric heater to maintain a minimum room temperature of 50 °F. Design the building with enough floor area to provide sufficient clearance between the equipment, heater, and combustibles. Provide a commercial grade metal-clad exterior entrance door of 3'-0" min width by 6'-8" height with dead-bolt lockset. Hang the door so that hinge pins are not accessible from the exterior. Provide the Engineer with 2 keys to control access. Provide a 5/16" x 10 foot long welded steel security chain securely attached inside the structure with tamperproof hardware for the Engineer to secure the testing equipment. Provide 120-volt, 60-cycle power, an interior light, and a wall receptacle for the heater. Secure the structure to the ground with tamperproof anchors to resist wind loads and prevent unauthorized movement of the building. The Nuclear Testing Equipment Storage Shed remains the property of the Contractor. Remove the shed from the site following project completion. The Nuclear Testing Equipment Storage Shed must be windowless.

644-2.07 STORAGE CONTAINER. Furnish, transport and maintain a weathertight, lockable, steel enclosed 20 foot long X 8 foot wide X 8 foot high wooden floored container for the storage of the Department's materials, supplies and testing equipment (but not nuclear equipment). Provide twenty equally spaced fastening points on the interior walls that are capable of securing the Department's contents. Door opening dimensions of the storage container shall be greater than 60 square feet. Supply necessary equipment to lift and move container with minimal disturbance to the Department's contents. The container shall not be moved by skidding or hook lift. The Contractor shall be listed as the shipper on all documents listing and acknowledging receipt of the Department's goods for shipment.

Deliver an empty and clean container to the Regional Materials Laboratory, or location acceptable to the Engineer, three weeks prior to transporting to the project site. Allow 7 days for the Department to load the container. Transport the loaded container to the project site. Set up container at a location approved by the Engineer at least one week before the commencement of construction activities and maintain it until one week after Project Completion.

1. Provide electrical service and other facilities as follows:
 - a. Electrical current, 120V (ac), 60 cycle on a 24 hour a day basis;
 - b. Wiring system to support a 20 amp user load demand;
 - c. Two GFI protected outlets conveniently spaced on the interior walls;
 - d. Four 100 watt incandescent or eight 40 watt fluorescent lights located for maximum illumination; and
 - e. Provide a stairway with railing, built to meet the International Building Code, if there is more than 12-inch difference in floor entry and existing ground elevation.

Return the container to the Regional Materials Laboratory, or location acceptable to the Engineer, upon project completion. Allow 7 days for the Department to unload the container. The storage container remains your property after you complete the work.

644-3.01 METHOD OF MEASUREMENT. Section 109 and as follows:

Nuclear Testing Equipment Storage Shed. By the number of storage sheds specified, to include all components, installed and accepted as completed units and ready for equipment storage.

Storage Container. By the number of storage containers specified, to include all components, installed and accepted as completed units and ready for materials and equipment storage.

644-4.01 BASIS OF PAYMENT.

Vehicles. Includes all resources, including fuel, oil, maintenance, and insurance to furnish the specified number of fully operational vehicles for the duration specified in the contract.

Lump Sum Items. Payment for lump sum items will be made as follows:

1. A percentage of the lump sum amount, to be determined by the Engineer, will be paid as full compensation for furnishing the facility at the site.
2. The balance of the lump sum amount will be prorated over the anticipated active construction period with a portion included as part of each interim payment, for maintenance, repairs, providing all utilities, and for removing it from the site. If anticipated construction period changes, the final increment will be held until final payment.

Nuclear Testing Equipment Storage Shed. At the contract unit price to include all labor, materials, tools, equipment and supplies required to furnish and install the shed before commencement of construction, to maintain it for the duration of the project and to remove the shed and electrical service after project completion. Electrical service and utility costs are subsidiary to this item.

Storage Container. At the contract unit price to include all labor, materials, tools, equipment and supplies required to deliver the storage shed to the regional office for loading, to deliver it to the project office, to install it before commencement of construction, to maintain it for the duration of the project, to remove the shed and electrical service after project completion, to deliver it to the regional office for unloading, and to remove the storage shed. Electrical service and utility costs are subsidiary to this item.

Payment will be made under:

Pay Item	Pay Unit
644(2) Field Laboratory	Lump Sum
644(3) Curing Shed	Lump Sum
644(6) Vehicles	Lump Sum
644(15) Nuclear Testing Equipment Storage Shed	Each
644(16) Storage Container	Each

Delete Section 724 in its entirety and substitute the following:

02/09/05 (H88)

SECTION 724

SEED

724-2.01 DESCRIPTION. This specification provides the requirements for grass seed, used to provide a living vegetative cover.

724-2.02 MATERIALS. Grasses of the type specified shall meet the applicable requirements as outlined by the State of Alaska Department of Natural Resources, Division of Agriculture, "Seed Regulations," latest edition. Seed shall meet or exceed the percentages of purity and germination as specified in Table 724-1. Grass seed shall be furnished in standard containers on which shall be shown the following information:

- (1) the common accepted name of the specie (kind) and cultivar (variety) of the seed;
- (2) the country or state where the seed was grown;
- (3) the total percentage by weight of pure seed;
- (4) the total percentage by weight of all weed seed;
- (5) the total percentage by weight of inert matter;
- (6) the total percentage by weight of other crop seed;
- (7) the name and approximate number per pound of each kind of restricted noxious weed seed;
- (8) the percentage of germination of the seed, together with the month and year the seed was tested;
- (9) the percentage of hard seed, if any is present;
- (10) the name and address of the person labeling the seed or selling, offering, or exposing the seed for sale within the state; and
- (11) the lot number or other lot identification.

If furnished as a premixed seed, the containers shall state that the seed is a mixture; the name of the species and cultivars of seed; and total percentage by weight of each specie of seed present in order of predominance; and the information listed above: (4), (5), (7), (8), (10) and (11).

Seed which contains any of the following prohibited noxious weeds will be rejected:

Bindweed, field (*Convolvulus arvensis*);
Fieldcress, Austrian (*Rorippa austriaca*);
Galensoga (*Galensoga parviflora*);
Hempnettle (*Galeopsis tetrahit*);
Horsenettle (*Solanum carolinense*);
Knapweed, Russian (*Centaurea repens*);
Lettuce, blue-flowering (*Lactuca puichella*);
Quackgrass (*Agropyron repens*);
Sowthistle, perennial (*Sonchus arvensis*);
Spurge, leafy (*Euphorbia esula*);
Thistle, Canada (*Cirsium arvense*); and
Whitetops and its varieties (*Cardaria drabe*, *C. pubescens*, *Lepidium latifolium*).

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

The following are restricted noxious weeds, with their maximum allowable tolerances:

Annual bluegrass (*Poa annua*), 90 seeds per pound;
Blue burr (*Lappula echinata*), 18 seeds per pound;
Mustard (*Brassica kaber, juncea*), 36 seeds per pound;
Oats, wild (*Avena fatua*), 7 seeds per pound;
Plantain, buckhorn (*Plantago sp.*), 90 seeds per pound;
Radish (*Raphanus raphanistrum*), 27 seeds per pound;
Toadflax, yellow (*Linaria vulgaris*), 1 seed per pound;
Vetch, tufted (*Vicia cracca*), 2 seeds per pound; and
Wild Buckwheat (*Polygonum convolvulus*), 2 seeds per pound.

The Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory. Seed that has not been tested within nine (9) months shall be rejected. The Contractor shall not remove tags from the seed containers. Seed containers that do not have tags shall be rejected. Discrepancies in the lot numbers listed on the statement to the lot numbers indicated on the tags of the seed containers shall be grounds for rejection. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected seed from the project premises.

TABLE 724-1
SEEDING REQUIREMENTS

SPECIES (KIND)	CULTIVAR (VARIETY)	PERCENT PURITY	PERCENT GERMINATION	PURE LIVE SEED (PERCENT PURITY X PERCENT GERMINATION)
American Sloughgrass	Egan	90	80	72
Annual Ryegrass	---	85	80	68
Alpine Bluegrass	Gruening	90	90	81
Beach Wildrye	Benson, Reeve	95	40	38
Bering Hairgrass	Norcoast	95	75	71
Bluejoint	Sourdough	95	75	71
Brome	Manchar, Polar	90	80	72
Glaucous Bluegrass	Tundra	95	80	76
Kentucky Bluegrass	Merion, Nugget, Park	95	80	76
Perennial Ryegrass	---	85	80	68
Polargrass	Alyeska, Kenai	95	75	71
Red Fescue	Arctared, Boreal, Pennlawn	98	80	78
Timothy	Climax, Engmo	95	90	85
Tufted Hairgrass	Nortran	95	75	71
Wheatgrass	Wainwright	95	85	81

SECTION 725

FERTILIZER

02/09/05 (H91)

725-2.02 MATERIALS. *Add the following:* Fertilizer which has become wet, moldy or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected fertilizer from the project premises.

SPECIAL PROVISIONS

Project No. TEA-000S(715)/63501
Tok Bike Path Rehabilitation

SECTION 727

SOIL STABILIZATION MATERIAL

02/09/05 (H87)

727-2.01 MULCH. *Delete this subsection in its entirety and substitute the following:*

Natural Wood Fiber or Wood Cellulose Fiber: Mulch shall consist of a specially prepared wood fiber processed to contain no growth or germination inhibiting factors and be colored green with a non-toxic dye to facilitate visual metering during application. The mulch shall be manufactured and processed in such a manner that the wood fibers will remain in uniform suspension in water under agitation and will blend with seed and fertilizer to form a homogeneous slurry. The processed mulch material shall have characteristics to form a blotter-like ground cover on application, having moisture absorption and percolation properties and the ability to cover and hold grass seed in contact with soil.

The mulch material shall be shipped in packages of uniform weight (plus or minus 5%) and bearing the name of the manufacturer and the air-dry weight content.

A commercial tackifier shall be used on all slopes steeper than 2:1. The amount added shall be as recommended by the manufacturer.

Mulch which has become wet, moldy or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected mulch from the project premises.

APPENDIX A

PERMITS

STATE OF ALASKA

SEAN PARNELL, GOVERNOR

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS & OUTDOOR RECREATION OFFICE OF HISTORY AND ARCHAEOLOGY

550 WEST 7TH AVENUE, SUITE 1310
ANCHORAGE, ALASKA 99501-3565

PHONE: (907) 269-8721
FAX: (907) 269-8908

April 14, 2010

File No.: 3130-1R FHWA

SUBJECT: Tok Bike Path Rehabilitation Project

Kathy Price
Alaska Department of Transportation
Statewide Design and Engineering Services Division
2301 Peger Road
Fairbanks, AK 99709-5316

Dear Ms. Price,

The Alaska State Historic Preservation Office has reviewed the referenced project (received March 2, 2010) for conflicts with cultural resources under Section 106 of the National Historic Preservation Act. We have also reviewed the comments submitted to you by Tanana Chiefs Conference (TCC) on March 18, 2010 and your response letter to TCC (4/8/2010). We concur that the proposed project will have no effect on historic properties if the following stipulations are met:

- Work and equipment buffers in the area around the geomorphological feature (abandoned channel), will be limited to the south side of the current path. No work will occur on the north side of the current path in this area.
- Work and equipment buffers in the vicinity of the pump station hill will be limited to the south side of the current path. Again, no work will occur on the north side of the current path in this area.
- Work in these areas of concern will not involve excavation.

Please contact Tracie Krauthoefer at 269-8722 if you have any questions or if we can be of further assistance.

Sincerely,



Judith E. Bittner
State Historic Preservation Officer

JEB:tak

**ENDANGERED, THREATENED, PROPOSED, CANDIDATE
AND DELISTED SPECIES IN ALASKA (Updated January 6, 2010)
SPECIES MANAGED BY U.S. FISH AND WILDLIFE SERVICE**

SPECIES AND STATUS	Date of status	CRITICAL HABITAT DESIGNATED	LEAD OFFICE	RANGE IN ALASKA
<u>Endangered</u>				
Short-tailed albatross (<i>Phoebastria albatrus</i>)	7/31/2000	n/a	Anchorage	U.S. Territorial waters, Gulf of Alaska, Aleutian Islands, Bering Sea Coast, Japan, Russia, high seas
Aleutian shield fern (<i>Polystichum aleuticum</i>)	2/17/1988	n/a	Anchorage	Adak Island
Eskimo curlew (<i>Numenius borealis</i>)	3/11/1967	n/a	Fairbanks	No longer occurs in Alaska
<u>Threatened</u>				
Polar bear (<i>Ursus maritimus</i>)	05/15/2008	Proposed 10/29/2009	Fairbanks	On sea ice and coastlines of Chukchi Sea and Beaufort Sea
Northern sea otter (<i>Enhydra lutris kenyoni</i>) (Southwest Alaska population)	8/09/2005	10/08/2009	Anchorage	Aleutian Islands, Alaska Peninsula, Kodiak Island
Steller's eider (<i>Polysticta stelleri</i>)	6/11/1997	2/2/2001	Fairbanks	Arctic Coastal Plain, Yukon Delta, coastal waters of southcentral, western, southwestern, and northern Alaska
Spectacled eider (<i>Somateria fischeri</i>)	5/10/1993	2/6/2001	Fairbanks	Yukon Delta, Arctic Coastal Plain, St. Lawrence Island, Bering/Chukchi Seas
<u>Proposed</u>				
None				
<u>Candidate</u>				
Yellow-billed loon (<i>Gavia adamsii</i>)	3/25/2009	n/a	Fairbanks	Arctic Coastal Plain, Seward Peninsula, coastal waters throughout Alaska, St. Lawrence Island and surrounding marine waters
Kittlitz's murrelet (<i>Brachyramphus brevirostris</i>)	4/4/2004	n/a	Anchorage	Coastal waters in southern and northwestern Alaska
<u>Delisted</u>				
Aleutian Canada goose (<i>Branta canadensis leucopareia</i>)	3/20/2001	n/a	Anchorage	Aleutian Islands, Semidi Islands
American peregrine falcon (<i>Falco peregrinus anatum</i>)	8/25/1999	n/a	Fairbanks	Interior Alaska
Arctic peregrine falcon (<i>Falco peregrinus tundrius</i>)	10/5/94	n/a	Fairbanks	Northern and western Alaska

SPECIES MANAGED BY NATIONAL MARINE FISHERIES SERVICE^{1,2}

SPECIES AND STATUS	FREQUENCY OF OCCURRENCE	RANGE IN ALASKA
<u>Endangered</u>		
Steller sea lion (<i>Eumetopias jubatus</i>) west of 144°	Regular	Bering Sea, North Pacific
Bowhead whale (<i>Balaena mysticetus</i>)	Regular	Chukchi Sea, Beaufort Sea
Cook Inlet beluga whale (<i>Delphinapterus leucas</i>)	Regular	Cook Inlet
Fin whale (<i>Balaenoptera physalus</i>)	Regular	Chukchi Sea, Bering Sea, Gulf of Alaska, No. Pacific
Humpback whale (<i>Megaptera novaeangliae</i>)	Regular	Bering Sea, Gulf of Alaska, North Pacific
Sperm whale (<i>Physeter macrocephalus</i>)	Regular	Bering Sea, Gulf of Alaska, North Pacific
Leatherback sea turtle (<i>Dermochelys coriacea</i>)	Rare	Gulf of Alaska
Blue whale (<i>Balaenoptera musculus</i>)	Rare	Bering Sea, Gulf of Alaska, North Pacific
North Pacific right whale (<i>Eubalaena japonica</i>)	Rare	Bering Sea, Gulf of Alaska, North Pacific
Sei whale (<i>Balaenoptera borealis</i>)	Rare	Gulf of Alaska, North Pacific
<u>Threatened</u>		
Steller sea lion (<i>Eumetopias jubatus</i>) east of 144°	Regular	Bering Sea, Gulf of Alaska, North Pacific
Green sea turtle (<i>Chelonia mydas</i>) (incl. <i>agassizi</i>)	Rare	Gulf of Alaska
Loggerhead sea turtle (<i>Caretta caretta</i>)	Rare	
<u>Proposed</u>		
None		
<u>Candidate</u>		
None		
<u>Delisted</u>		
Gray whale (<i>Eschrichtius robustus</i>)	Regular	Chukchi Sea, Bering Sea, Gulf of Alaska, No. Pacific

ENDANGERED, THREATENED, PROPOSED, CANDIDATE AND DELISTED SPECIES IN ALASKA (Updated November 20, 2009) (cont.)

¹ Under the Endangered Species Act of 1973, as amended, the National Marine Fisheries Service (NMFS) is responsible for listed anadromous fishes, marine fishes, and marine mammals other than sea otter, polar bear, walrus, manatee, and dugong.

² A number of listed trout and salmon species that spawn in the lower 48 Pacific Northwest may occur in Alaskan waters during the marine phase of their life cycles. For information on these species, you may call the NMFS Northwest Region at (907) 586-7221 or visit their website at http://www.nmfs.noaa.gov/prot_res/overview/es.html.

STATUS DEFINITIONS

E - Endangered: A species which is in danger of extinction throughout all or a significant portion its range.

T - Threatened: A species which is likely to become endangered within the foreseeable future throughout all or a significant portion of its range.

P - Proposed: A proposal rule to list this species as either threatened or endangered has been published in the Federal Register.

C - Candidate: A species for which the Service has on file sufficient information on biological vulnerability and threat(s) to support proposals as threatened or endangered.

D - Delisted: A species that has been removed from the list of threatened and endangered species. The Fish and Wildlife Service will monitor these species for a period of at least five years following delisting.

ADDRESSES AND PHONE NUMBERS

U.S. Fish and Wildlife Service
Anchorage Fish and Wildlife Field Office
605 West 4th Avenue, Room G-61
Anchorage, Alaska 99501
TEL: 907-271-2888
FAX: 907-271-2786

U.S. Fish and Wildlife Service
Fairbanks Fish and Wildlife Field Office
101 12th Ave. Box 19, Room 110
Fairbanks, Alaska 99701
TEL: 907-456-0203
FAX: 907-456-0208

U.S. Fish and Wildlife Service
Juneau Fish and Wildlife Field Office
3000 Vintage Blvd., Suite 201
Juneau, Alaska 99801-7100
TEL: 907-780-1160
FAX: 907-586-7099

U.S. Fish and Wildlife Service
Alaska Regional Office
Division of Endangered Species
1011 E. Tudor Road
Anchorage, Alaska 99503-6199
TEL: 907-786-3520
FAX: 907-786-3350

National Marine Fisheries Service
National Oceanic and Atmospheric Administration
Anchorage Field Office
222 West 7th Avenue, Box 43
Anchorage, Alaska 99513-7577
TEL: 907-271-5006
FAX: 907-271-3030

National Marine Fisheries Service
National Oceanic and Atmospheric Administration
Protected Resources Division
P.O. Box 21668
Juneau, AK 99802-1668
TEL: 907-586-7235
FAX: 907-586-7012



APPENDIX B

MATERIALS CERTIFICATION LIST (MCL)

HIGHWAY MASTER MATERIALS CERTIFICATION LIST, EXCEPT SECTION 660/661/740

(current 6/2/09)

Project Name **Tok Bike Path Rehabilitation**

Project Number **TEA-000S(715) / 63501**

Project Engineer Signature

Unshaded boxes indicate who approves the materials submittals.

If two boxes not shaded, either approving authority may be used.

Materials Item	Specification	Construction		Design			Statewide Materials		Manufacturer/ Remarks	Certificate Location e.g. Binder #
	2004 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	Qualified Products List (QPL)	State Materials or QA Engineer		
401 ASPHALT CONCRETE PAVEMENT										
Mix Design	401-2.01									
615 STANDARD SIGNS										
Sheet Aluminum	730-2.01/Plans									
Reflective Sheeting	730-2.03									
Orange Background Signs	615-2.01 or Std. Mod. E 26 or E 41									
Reflective Sheeting Warranty	Std. Mod. E 26									
Sign Posts										
Perforated Steel Posts	730-2.04									
Zinc Coating for Repairs	730-2.04									
618 SEEDING										
Seed	724									
Fertilizer	618-2.01/725									
619 SOIL STABILIZATION										
Mulch										
Wood Cellulose Fiber or Natural Wood Fiber	7:27-2.01									
643 TRAFFIC MAINTENANCE										

If two boxes not shaded, either approving authority may be used.

[illegible]

* Unshaded boxes under QPL do not indicate that the materials are currently on that list. They indicate materials with potential for being on the QPL once qualified.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUIRED CONTRACT PROVISIONS for FEDERAL-AID (FHWA) CONSTRUCTION CONTRACTS

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	4
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor	7
VII. Subletting or Assigning the Contract	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects	8
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	10

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section

V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States, or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training.”

2. **EEO Officer:** The contractor will designate and make known to the DOT&PF contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor’s EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor’s EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor’s EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor’s procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor’s EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor’s EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: “An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the

extent that the system permits the contractor’s compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor’s work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and

will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the DOT&PF and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the DOT&PF.

8. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from DOT&PF personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the DOT&PF and the U.S. DOT.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the DOT&PF each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees

which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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 be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The DOT&PF contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

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

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 U.S. Department of Labor, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 Wage and Hour Administrator for determination. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate 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.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she 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.

4. Apprentices and Trainees (Programs of the U. S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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.

c. **Helpers:** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT): Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and

trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:** The DOT&PF shall upon its own action or upon written request of an authorized representative of the DOL, withhold or cause to be withheld, from the contractor or subcontractor 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, as 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 DOT&PF contracting officer may, after written notice to the contractor, 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.

7. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:** The DOT&PF shall upon its own action or upon written request of any authorized representative of the U.S. Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):** The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 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, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish each week in which any contract work is performed to the DOT&PF resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers described in Section IV, paragraphs 4 and 5 and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402 or the Government Bookstore, 915 Second Avenue, Seattle, WA 98174. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or 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 set forth in the Regulations, 29 CFR 3;

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

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this section V available for inspection, copying, or transcription by authorized representatives of the DOT&PF, the U.S. DOT, or the DOL, 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 DOT&PF, the U.S. DOT, DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORDS OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on the Form FHWA-47.

c. Furnish, upon the completion of the contract, to the DOT&PF resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials

and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of this Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the DOT&PF contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the DOT&PF contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the DOT&PF has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the DOT&PF contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of

the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020, reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

"Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be

furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

"Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

"Shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both."

* * * * *

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, *et seq.*, as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the DOT&PF of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:** (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

3. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

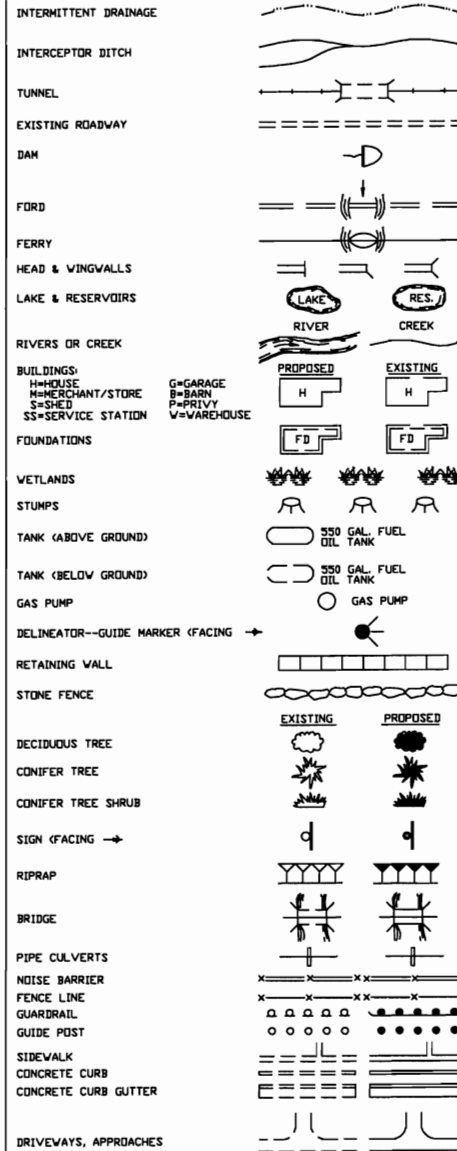
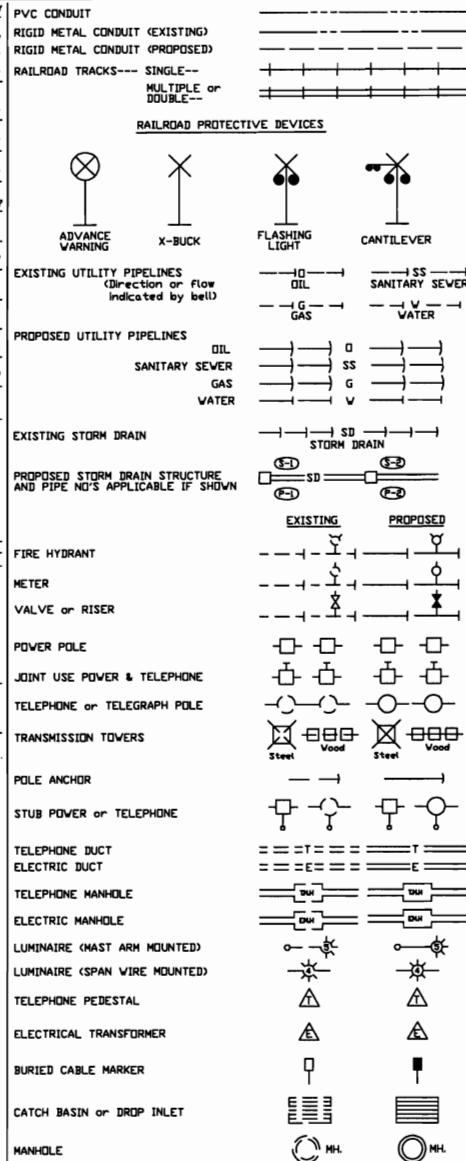
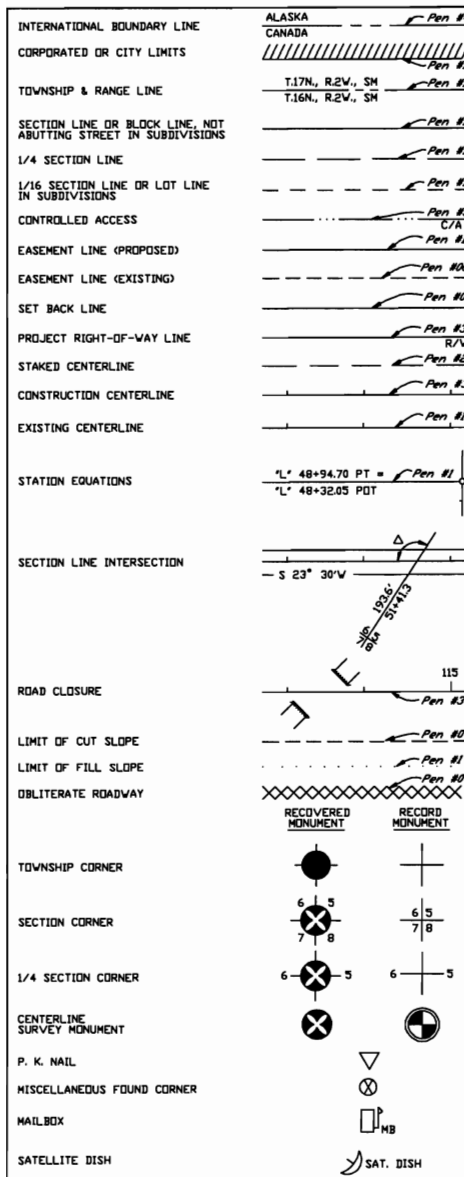
**ATTACHMENT A – EMPLOYMENT PREFERENCE
FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate,

notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



A-1

SHEET
1 of 1

	EXISTING	PROPOSED
SIGNAL FACE, VEHICULAR	--->	--->
SIGNAL FACE, BACKPLATE	--->	--->
SIGNAL FACE, LEFT TURN, BACKPLATE	--->	--->
SIGNAL FACE, PEDESTRIAN	---	---
JUNCTION BOX, TYPE I	[]	[]
JUNCTION BOX, TYPE II	[]	[]
JUNCTION BOX, TYPE III	[]	[]
DETECTOR, LOOP	[]	[]
DETECTOR, MAGNETOMETER	[]	[]
DETECTOR, RADAR	[]	[]
DETECTOR, SONIC	[]	[]
DETECTOR, OPTICOM	[]	[]
DETECTOR, PUSH BUTTON (DIRECTION →)	[]	[]
SIGNAL CONTROLLER	[]	[]
LOAD CENTER	[]	[]
SIGNAL POLE	[]	[]
SIGNAL POLE w/MASTARM	[]	[]

FOR STRIPING PLANS

SOLID WHITE STRIPE

SOLID YELLOW STRIPE

BROKEN WHITE or
YELLOW STRIPE

DASH YELLOW STRIPE

SOLID YELLOW STRIPE
with BROKEN YELLOW
STRIPE

REVISIONS		
Date	Description	By

State of Alaska
Department of Transportation
& Public Facilities

SYMBOLS

APPROVED

842

RAILROAD MILE POST

143

HIGHWAY MILE POST

S-00.10

1. See the standard specifications for the aluminum alloys that you may use for sign sheeting and wind framing members.

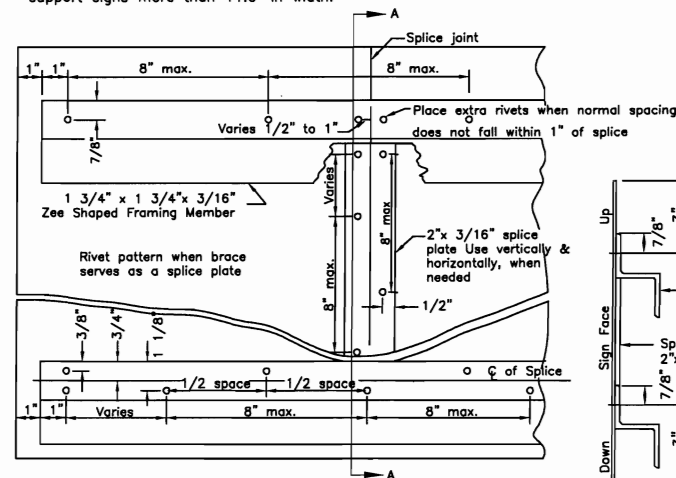
2. Fabricate all signs from 0.125" thick aluminum sheeting.
3. Sign fabricators may use alternates to the zee shaped framing member with approval of the engineer, if the frame manufacturer certifies their design equals or exceeds the strength of the zee shaped design.
4. Install one piece wind framing members on all signs up to 23.5' wide. Use one splice in each wind frame on all signs wider than 23.5'. Locate splices at least 18" from all posts and panel edges. Stagger splices in adjacent framing members at least 8.0' apart.
5. Attach wind framing members with rivets or with an engineer approved, double sided, high strength, adhesive tape. Clean and handle sheeting and framing members and apply tape in accordance with the tape manufacture's written instructions. Install two rivets in both ends of each framing member.
6. Use 3/16" diameter rivets conforming to aluminum alloy 6061-T6 for cold driven rivets, or aluminum alloy 6061-T43 for hot driven rivets.
7. Sign fabricators may use sign panels extruded with integral framing with approval of the engineer, if the manufacturer certifies their design equals or exceeds the strength of the 0.125" thick panel with framing attached to it.
8. Frame all signs taller than 8.0' with five wind framing members located (H-0.15)/4 spaces. If needed, make a horizontal splice at the middle wind frame.

W Shape Sign Post Spacing			
Sign Width (W)	No. of Posts	Distance Between Posts	Sign Overhang
11.5 ft to 13.0 ft	2	8.0 feet	Varies
13.5 ft to 20.0 ft	2	0.6W	0.2W
20.5 ft to 22.5 ft	3	8.0 feet	Varies
23.0 ft to 29.5 ft	3	0.35W	0.15W
30.0 ft to 31.5 ft	4	8.0 feet	Varies
32.0 ft to 40.0 ft	4	0.25W	0.125W

SIGN POST SPACING

SIGN POST SELECTION AND SPACING NOTES

1. Use one tube (solid or perforated) to support all signs that measure 48" or less in width or diameter, diamond shaped signs that measure 48" or less on a side, Class T roadway route marker assemblies, and E5-1 gore signs. Do not use pipe posts for single post signs.
2. Install combination stop and street name signs on a 2-1/2" perforated tube.
3. Use two pipes spaced according to the Pipe and Tube Sign Post Spacing table to support signs too large for one post and not more than 11.0' in width. Tubes may be substituted for pipes provided the tube size equals the nominal pipe size.
4. Do not use perforated tubing larger than 2" for two post installations.
5. Use the number of W shape posts specified in the W Shape Sign Post table to support signs more than 11.0' in width.



RIVET DETAIL FOR ZEE SHAPED WIND
FRAMING & SPLICE PLATE

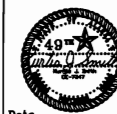
SECTION A-A

REVISIONS		
Date	Description	By

Sheet 1 of 1

State of Alaska
Department of Transportation
& Public Facilities

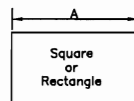
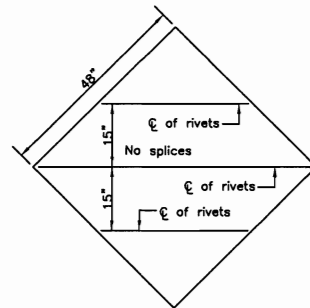
SIGN FRAMING AND POST SPACING



Dat



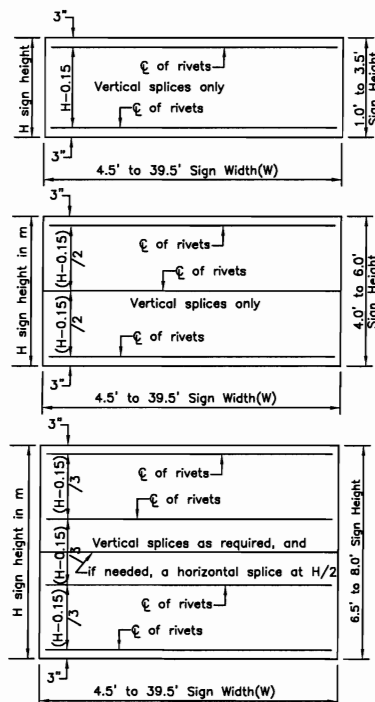
2/28/0



Maximum size unframed signs using 0.125" thick aluminum sheeting.	
Sign Shape	A
Squares, Shields, and Route Markers	48"
Rectangles	48"
Diamonds	48"
Triangles	48"
Rounds and Octagons	48"

Install wind framing on all signs that exceed the dimensions listed.

LIGHT SIGNS

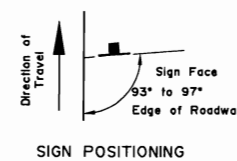
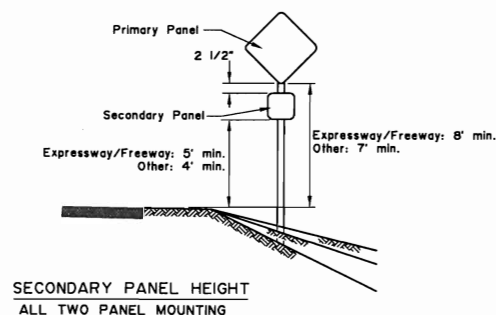
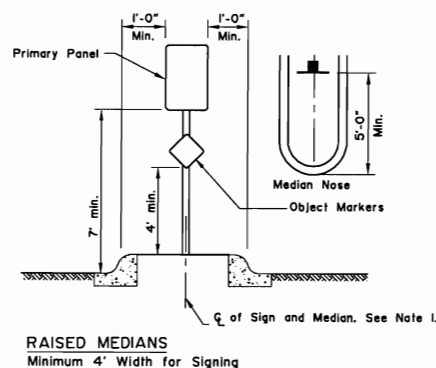
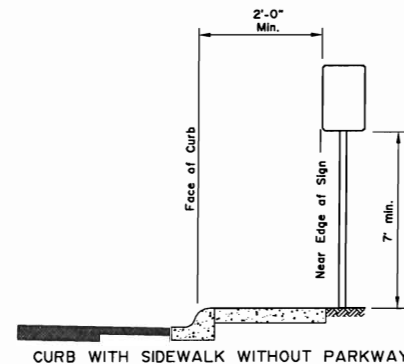
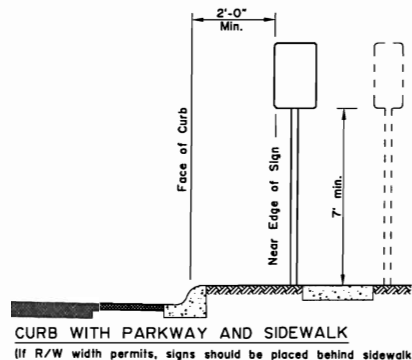
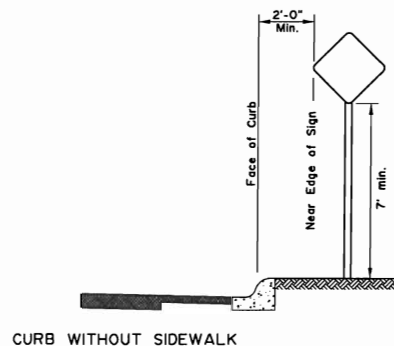
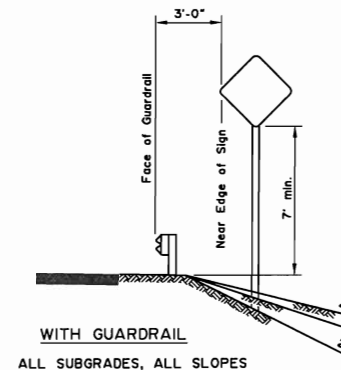
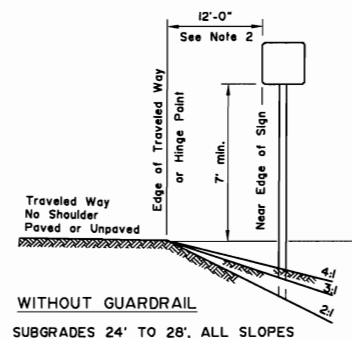
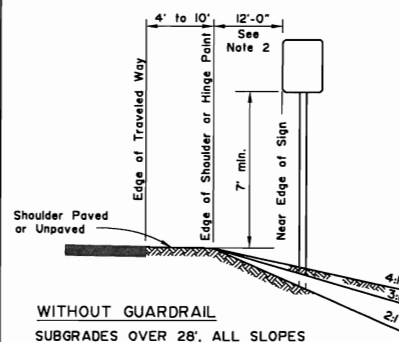


WIND FRAMING LOCATIONS

S-05.01

GENERAL NOTES

1. Unless shown otherwise on the plans, the standard sign offset is 12'. The minimum is 6'.
2. If signs extend over sidewalks, the minimum vertical clearance is 7'-0".
3. Add 6" to mounting height on unpaved roads.
4. If signs extend over bike paths, the minimum vertical clearance is 8'-0".
5. When signs are placed 30' or more from the edge of traveled way, mount them with the bottom of the sign at least 5' above the road surface at the near edge of the road.
6. When multiple hinged sign supports are used, mount hinges at least 7' above the ground.

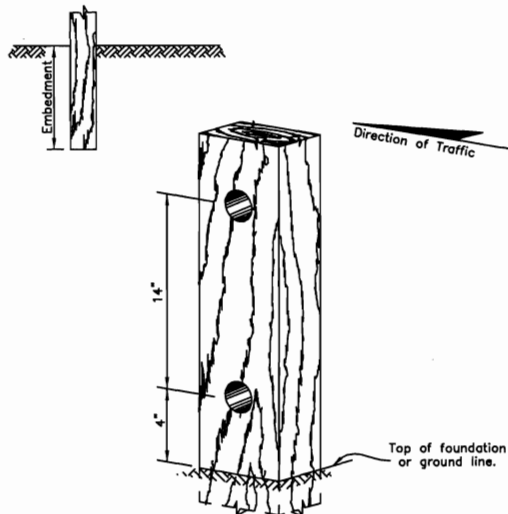


REVISIONS		
Date	Description	By
4/3/01	Revised Sign Heights	KJS
Sheet 1 of 1		
State of Alaska Department of Transportation & Public Facilities		
POST MOUNTED SIGN OFFSET AND HEIGHT		
APPROVED		
Date	7/15/82	

S-30.03

GENERAL NOTES:

1. Refer to Standard Drawing "Sheet Aluminum Sign and Framing" for light sign details.
2. See plans for type of post, size and embedment type.
3. To maintain crashworthiness, install no more than the number of P.S.T.s or wood posts specified in the tables within 7' of each other.
4. Do not install wood posts larger than 6"x8".
5. Use larger posts than shown on this sheet, with hinges, for multiple support signs where the supports are separated by more than 7 feet.

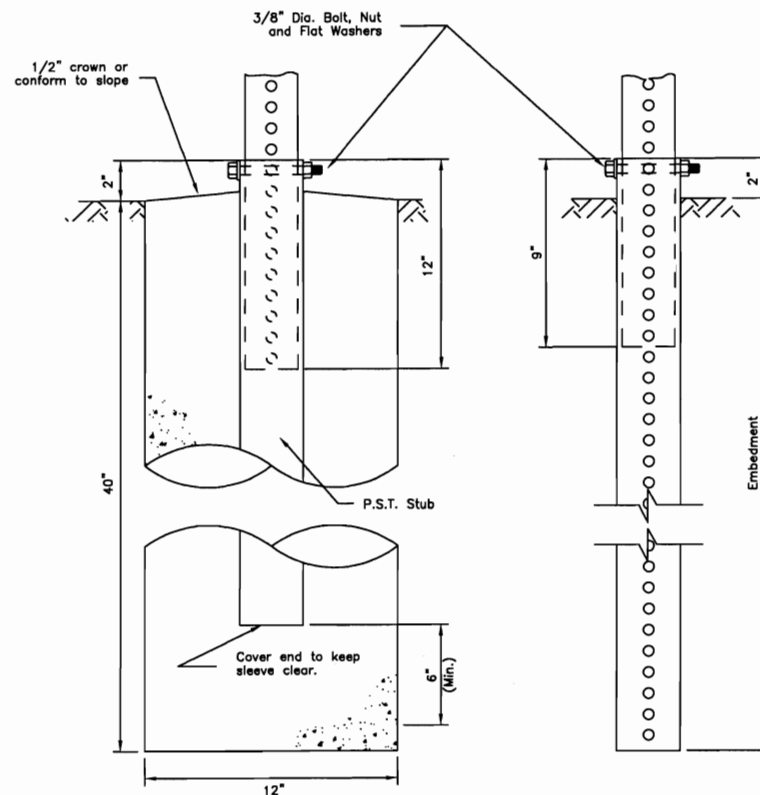


Note: If holes are field drilled after post has been treated, the holes shall be thoroughly swabbed with a 5% solution of pentachlorophenol and mineral spirits.

WOOD POSTS			
SIZE	HOLE DIA.	EMBEDMENT*	NUMBER OF POSTS WITHIN 7 FT. PATH
4"x4"	NONE	36"	2
4"x6"	1 1/2"	36"	2
6"x6"	1 1/2"	40"	1
6"x8"	3"	48"	1

* Embedment depth applies in both strong and weak soil.

WOOD POSTS



SLEEVE TYPE -CONCRETE FOUNDATION-

SLEEVE TYPE -SOIL EMBEDMENT-

PERFORATED STEEL TUBES (P.S.T.) (12 ga. - .105" Wall Thickness)		
POST SIZE (inch)	Embedment Depth	No. of P.S.T.s permitted within 7 ft path
1 1/2" x 1 1/2"	3'-0"	2
1 3/4" x 1 3/4"	3'-0"	2
2" x 2"	3'-6"	2
2 1/4" x 2 1/4"	4'-0"	1
2 1/2" x 2 1/2"	4'-6"	1

* Use 3"x3"x3/16" Stub for 2 1/2"x2 1/2" PST Applications.

PERFORATED STEEL TUBE (PST) POSTS

REVISIONS		
Date	Description	By
1/1/85	Redraft-Delete Post	Gdo
4/2/01	Revised PST table	Kja
	Added note 3	
2/12/02	Revised Wood Posts	Kja
Sheet 1 of 1		
State of Alaska Department of Transportation & Public Facilities		
LIGHT SIGN STRUCTURE POST EMBEDMENT		
APPROVED Karl J. Smith CE-500		
Date	7/15/82	

S-30.03