

**State of Alaska
Department of Transportation
&
Public Facilities

Northern Region**



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

**Northern Region Stop/Yield
Sign Replacement 2010**

Project No. STP-000S(742)/63637

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.

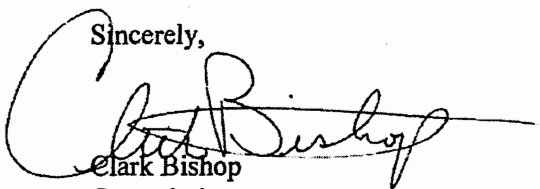
One advantage to your company of hiring local residents who are veterans, welfare recipients, or unemployed is that it earns you tax credits. The Work Opportunity Tax Credit (WOTC) program is a surefire boost to local hire efforts. For more information on the tax credit program, contact your nearest 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.

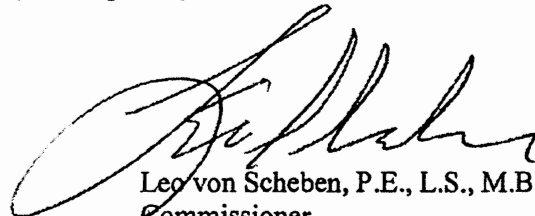
The State of Alaska can assist by connecting you with skilled workers close to your work site. If you are awarded a contract, we will send you additional information on the business benefits of hiring locally and how to use the free Alaska Labor Exchange System to find qualified Alaska residents.

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	1-3	
	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-16N	(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	1-17	
	APPENDIX A- MATERIAL CERTIFICATION LIST		
	APPENDIX B - EROSION AND SEDIMENT CONTROL PLAN		
	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-01.00, S-05.01, and S-20.10		



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION TO BID
for Construction Contract

Date September 21, 2010

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

Project Name and Number

Location of Project: Northern Region

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

Issuing Office: Northern Region DOT&PF

State Funded ☐

Federal Aid ☒

Description of Work:

Replacement of approximately 980 stop and yield signs throughout the Northern Region.

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, or by **July 1, 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 12th 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:
STP-000S(742)/63637
Northern Region Stop/Yield
Sign Replacement 2010

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.

Plans and Specifications may be ordered, for the price of **\$50**, 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:

Joseph Kemp, P.E.

Assistant Maintenance Engineer

2301 Peger Road

Fairbanks, Alaska 99709

Phone: (907) 451-2214 Fax: (907) 451-2989 Email: joseph.kemp@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/dcs/precon/stdwdwgeng.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.

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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	Identify specialty: _____
Service Provider?	☐ Yes	☐ No	Identify service: _____
Material Supplier?	☐ Yes	☐ No	Identify material: _____
Manufacturer?	☐ Yes	☐ No	Identify product: _____
Certified DBE? *	☐ Yes*	☐ No	* 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
PO Box 196900
Anchorage, Alaska 99519-6900**

(907) 269-0847

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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 21, 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 Northern Region, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 3 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, or by July 1, 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	Northern Region Stop/Yield Sign Replacement 2010 Project No. STP-000S(742) / 63637
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Bidders Please Note: Before preparing this Bid Schedule, read carefully, the "Invitation for Bids".

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.

Available construction funding will be publicly announced at the bid opening prior to opening the bids.

Contract award and the order of bidders will be based on the lowest sum of the Basic Bid plus additive alternates up to the amount of the available construction funding for the Project. At the sole discretion of the Department, the award may include the Basic Bid plus any combination of additive alternates up to the amount of available funding, so long as this method of award does not affect the order of the two lowest bidders.

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
615 (1)	Standard Sign	Square Foot	3,712.8		
615 (7)	Additional Standard Sign	Contingent Sum	All Req'd.	Contingent Sum	5,000.00
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 (7)	Pollution Control	Lump Sum	All Req'd.	Lump Sum	
643 (2)	Traffic Maintenance	Lump Sum	All Req'd.	Lump Sum	
644 (6)	Vehicles	Lump Sum	All Req'd.	Lump Sum	
Total Basic Bid				\$	

State of Alaska Department of Transportation & Public Facilities Northern Region	BID SCHEDULE	Northern Region Stop/Yield Sign Replacement 2010 Project No. STP-000S(742) / 63637
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The bidder shall insert a price for each pay item listed below. Type or print legibly.

Basic Bid

Additive Alternate A

Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
615 (1)-A	Standard Sign	Square Foot	1,054.5		
615 (7)-A	Additional Standard Sign	Contingent Sum	All Req'd.	Contingent Sum	5,000.00
640 (1)-A	Mobilization And Demobilization	Lump Sum	All Req'd.	Lump Sum	
640 (4)-A	Worker Meals and Lodging, or Per Diem	Lump Sum	All Req'd.	Lump Sum	
641 (7)-A	Pollution Control	Lump Sum	All Req'd.	Lump Sum	
643 (2)-A	Traffic Maintenance	Lump Sum	All Req'd.	Lump Sum	
644 (6)-A	Vehicles	Lump Sum	All Req'd.	Lump Sum	
Total Additive Alternate A				\$	

Additive Alternate B

Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
615 (1)-B	Standard Sign	Square Foot	1,265.75		
615 (7)-B	Additional Standard Sign	Contingent Sum	All Req'd.	Contingent Sum	5,000.00
640 (1)-B	Mobilization And Demobilization	Lump Sum	All Req'd.	Lump Sum	
640 (4)-B	Worker Meals and Lodging, or Per Diem	Lump Sum	All Req'd.	Lump Sum	
641 (7)-B	Pollution Control	Lump Sum	All Req'd.	Lump Sum	

State of Alaska Department of Transportation & Public Facilities Northern Region	BID SCHEDULE	Northern Region Stop/Yield Sign Replacement 2010 Project No. STP-000S(742) / 63637
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The bidder shall insert a price for each pay item listed below. Type or print legibly.

Additive Alternate B					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
643 (2)-B	Traffic Maintenance	Lump Sum	All Req'd.	Lump Sum	
644 (6)-B	Vehicles	Lump Sum	All Req'd.	Lump Sum	
Total Additive Alternate B				\$	
Bid Section		Total Bid			
Basic Bid		\$			
Additive Alternate A		\$			
Additive Alternate B		\$			
Totals:		\$			



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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.
See Instructions on Reverse			Corporate Seal

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637
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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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)

1. Date _____ Method: [] 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

1. Date _____ Method: [] 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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637

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

Northern Region Stop/Yield Sign Replacement 2010, STP-000S(742)/63637
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

STANDARD MODIFICATIONS
Project No. STP-000S(742)/63637
Northern Region Stop/Yield
Sign Replacement 2010

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

01/27/07 (E32)

101-1.03 DEFINITIONS, 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.

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. STP-000S(742)/63637

Northern Region Stop/Yield

Sign Replacement 2010

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 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

SPECIAL PROVISIONS
Project No. STP-000S(742)/63637
Northern Region Stop/Yield
Sign Replacement 2010

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

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).

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637

Northern Region Stop/Yield

Sign Replacement 2010

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 (H55)

106-1.02 MATERIAL SOURCES.

4. Types of Sources.

- 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.

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

107-1.02 PERMITS, LICENSES, AND TAXES. 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.

02/09/05 (H11)

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

4. Hazardous Materials. Add the following:

- g. Fuel storage facilities shall not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling shall not occur within the annual floodplain.

08/13/98 (S80)

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

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637

Northern Region Stop/Yield

Sign Replacement 2010

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 1, 2011. 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.

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.
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.

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637
Northern Region Stop/Yield
Sign Replacement 2010

- 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 COMMERCIALY 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.

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637
Northern Region Stop/Yield
Sign Replacement 2010

- 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 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.

Add the following: The Engineer may order additional signs to be installed by Directive. These signs shall be measured and paid for under Pay Item 615(7) Additional Standard Sign.

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637
Northern Region Stop/Yield
Sign Replacement 2010

615-5.01 BASIS OF PAYMENT. Delete the first sentence and substitute the following: Sign posts, bases, mounting hardware and all traffic control devices necessary for removal, installation, reconstruction or maintenance of 615 pay items are subsidiary to 615 items.

Add the following:

Additional Standard Sign. Additional signs are measured by the square foot and paid for by the contract unit price for Pay Item 615(1) Standard Sign.

Add the following pay items:

Pay Item	Pay Unit
615 (1-A) Standard Sign – Additive Alternate A	Square Foot
615 (1-B) Standard Sign – Additive Alternate B	Square Foot
615 (6-A) Salvage Sign – Additive Alternate A	Each
615 (6-B) Salvage Sign – Additive Alternate B	Each
615 (7) Additional Standard Sign	Contingent Sum

Delete Section 641 in its entirety and substitute the following:
02/27/08 (H9)

SECTION 641

POLLUTION CONTROL

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

641-1.02 DEFINITIONS.

1. 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.
2. 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.

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 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.

641-2.01 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.

641-2.02 SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN REQUIREMENTS.

Prepare and implement a SPCC Plan when 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).

Comply with 40 CFR 112 and address the following issues in your SPCC Plan:

1. Operating procedures that prevent petroleum spills;
2. Control measures installed to prevent a spill from reaching navigable waters; and
3. Countermeasures to contain, clean up, and mitigate the effects of a petroleum spill.

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.

CONSTRUCTION REQUIREMENTS

641-3.01 GENERAL. 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

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637

Northern Region Stop/Yield

Sign Replacement 2010

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.

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

641-4.01 METHOD OF MEASUREMENT. This item will not be measured for payment. All administration, work, and materials required under this Section will be paid for under pay item 641(7).

641-5.01 BASIS OF PAYMENT.

1. Item 641(7) Pollution Control. At the contract lump sum price to perform all work under this Section.

Payment will be made under:

Pay Item	Pay Unit
641(7) Pollution Control	Lump Sum

SECTION 644

SERVICES TO BE FURNISHED BY THE CONTRACTOR

644-2.05 VEHICLES. Delete this subsection in its entirety and substitute the following: Furnish and maintain vehicles and all required accessories for exclusive use by the Department throughout the duration of the project. Provide vehicles two weeks before commencing the work, and deliver to the project site or DOT facility in Fairbanks as directed by the Engineer. The vehicles will be returned to the Contractor no more than two weeks after project completion.

All vehicles must be in new condition and have less than 500 miles on the odometer. All accessories must be in brand new condition and used only as needed to demonstrate proper function.

Provide the following vehicles:

One full-size extended- or crew-cab pickup truck equipped as follows:

- Four wheel drive
- V-8 or diesel engine
- Automatic transmission
- Power steering
- Fire extinguisher & Basic First Aid Kit
- Handyman style jack
- 4-way lug wrench
- Load range D tires in new condition
- Load range D spare mounted on rim
- Two strobe lights mounted on the top of the vehicle operated by a switch in the cab
- The vehicle must be unmarked. No logos or decals shall be permitted on the vehicle

SPECIAL PROVISIONS

Project No. STP-000S(742)/63637

Northern Region Stop/Yield

Sign Replacement 2010

The Contractor shall supply all insurance, fuel, fluids, lubricants, and tire repair/replacement for the engineering vehicles. The Contractor shall maintain the vehicles in satisfactory running condition throughout the duration of the contract, promptly including any incidental maintenance required. If the vehicle is required to be taken out of service for maintenance, the Contractor must provide a similarly equipped vehicle. Any additional vehicles so provided are subsidiary to 644 items, and shall not be measured for payment.

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

The vehicle may be used to make rounds trips to Fairbanks or other DOT facilities as needed.

Submit all vehicles for approval by The Engineer prior to delivery.

The Engineer, at his sole discretion, may delete Item 644(6), Vehicles, by Directive within 5 working days after the Preconstruction Conference. If Item 644(6), Vehicles, is deleted within the specified period, Subsection 109-1.09, Eliminated Items, shall not apply to Item 644(6), Vehicles.

APPENDIX A

MATERIALS CERTIFICATION LIST (MCL)

HIGHWAYS MASTER MATERIALS CERTIFICATION LIST, EXCEPT SECTIONS 660/661 (current 3/19/09)

Project Name Northern Region Stop / Yield Sign Replacement 2010

Project Number STP-000S(742) / 63637

Project Engineer Signature

Unshaded boxes indicate who approves the materials submittals. *Make changes needed during Design to match project needs.*
 If boxes for both an Engineer and QPL are not shaded, it is the Project Engineer's choice to use either as long as they both meet project specifications.

Materials Item or Test Requirement	Specification	Construction		Design			Statewide		Manufacturer/ Remarks	Certificate Location e.g. Binder #
	2004 or Std. Mod. if noted	Project Engineer	Regional Materials/QA Engineer	Design Engineer of Record	Statewide Bridge Engineer	Regional Traffic Engineer	Qualified Products List (QPL)	Statewide Materials/QA Engineer		

615 STANDARD SIGNS

Sheet Aluminum	730-2.01									
High Density Overlaid Plywood	730-2.02									
Sign Framing Members	Std. Dwg. S-20.00									
Reflective Sheeting Type_	730-2.03									
Orange Background Signs	615-2.01 or Std. Mod. E 26 or E 41									
<u>Sign Posts</u>										
Metal Pipe Posts	730-2.04									
Perforated Steel Posts	730-2.04									
Zinc Coating for Repairs	730-2.04								For all Sign Posts	

Additional Materials

APPENDIX B

EROSION AND SEDIMENT CONTROL PLAN

**Northern Region Stop / Yield Sign Replacement 2010
STP-0002(742)/63637**

Erosion and Sediment Control Plan

GENERAL

The Department developed this plan based on the scope of construction, available materials, equipment, and other relevant factors. Project activity is by Programmatic Categorical Exclusion.

SITE / PROJECT DESCRIPTION

This project consists of replacing approximately 980 stop and yield signs throughout the Northern Region. Signs will be replaced in place and on existing posts.

No erosion and sediment problems are expected. Work will be restricted to the existing embankment—there will be no ground disturbances.

CONTROLS

- **Temporary Erosion and Sediment Controls.** Identify and employ Best Management Practices (BMP) for all disturbed areas to inhibit erosion and/or sedimentation. Controlling the storm water runoff from the material site is of particular concern.

Possible temporary BMPs to be used could include one or more of the following, as appropriate:

- Silt Fence
- Straw Waddle Barrier
- Stabilization Matting
- Seeding
- Construction timing to take advantage of low precipitation periods.

BMPs used on this project will act to:

- Pass natural drainage water through, or divert around the construction site uncontaminated
- Minimize the area and time period that erodible soils are exposed to storm water
- Reduce and/or slow runoff to protect erodible soils
- Correct any problems occurring due to inadequate protection measures

Construction activities will halt should any historical or prehistoric resources be discovered, or if any contaminants are encountered.

- A. Pollution Controls.** Use good housekeeping measures to prevent contamination of the storm water or the ground. Good housekeeping measures may include secondary

containment of hazardous materials, covered storage for all materials, the use of covered dumpsters, drip pans/absorbent pads when not operating vehicles, and portable restroom facilities. Fuel storage or refueling will not be permitted within 100 feet of water bodies or wetlands.

B. Required Permits. There are no required permits for this project.

C. Stormwater Prevention Pollution Plan. It is not anticipated that the Contractor will be required to prepare a SWPPP. The Contractor may be required to prepare a SWPPP based on changes in estimated ground disturbance or additional ground disturbance outside the project limits.



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

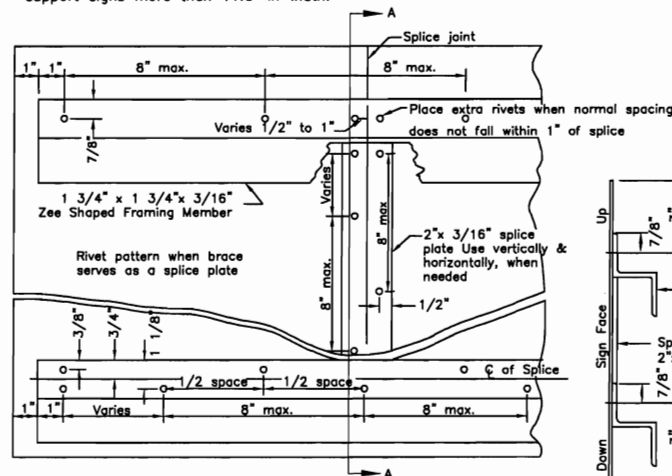
GENERAL NOTES

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.

SIGN POST SPACING

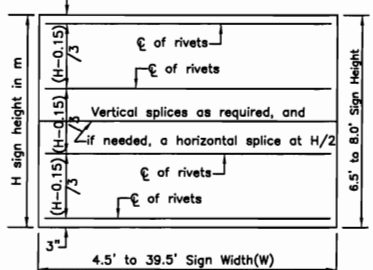
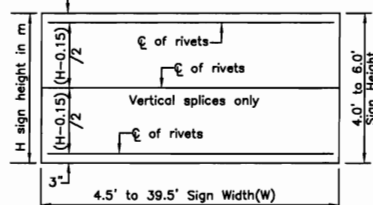
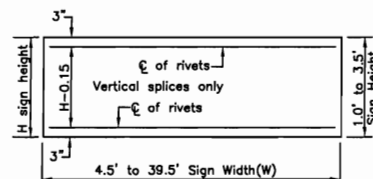
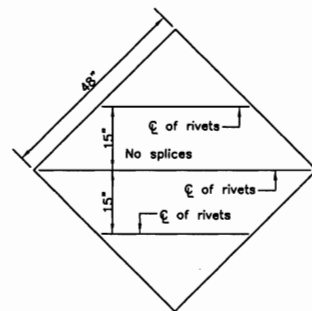
SIGN POST SELECTION AND SPACING NOTES

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.

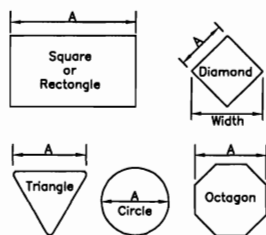


RIVET DETAIL FOR ZEE SHAPED WIND FRAMING & SPLICE PLATE

SECTION A-A



WIND FRAMING LOCATIONS



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

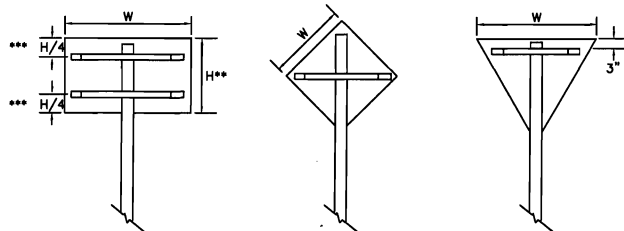
REVISIONS		
Date	Description	By

Sheet 1 of 1

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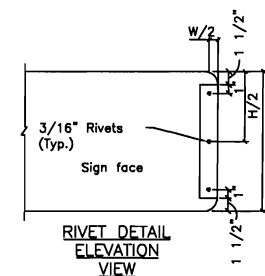
**SIGN FRAMING AND
POST SPACING**

APPROVED
2/28/03

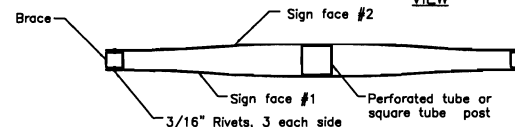


- *** Use one brace when $H \leq 18"$
 Use two braces when $18" < H < 48"$
 Use three braces when $H \geq 48"$
- ** Position of brace may be varied to match
 Predrilled mounting holes in panel

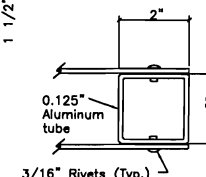
SIGN BRACING PLACEMENT



RIVET DETAIL
ELEVATION
VIEW

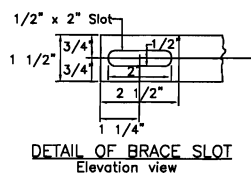


PLAN VIEW

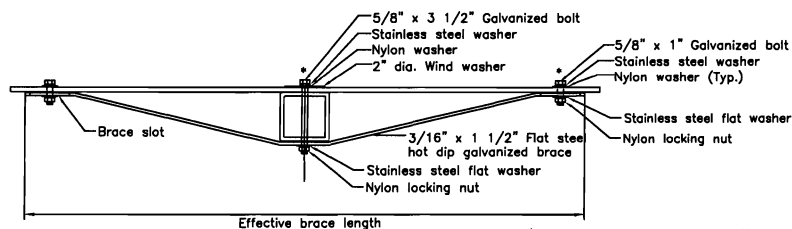


END BRACE DETAIL

SMALL STREET NAME SIGN (D3-1, D3-1A, D3-1D) BRACING DETAILS



DETAIL OF BRACE SLOT
Elevation view



* Adjust location of bracing so that bolts
 and washers will miss the sign legend

TUBE POST SIGN BRACING
Plan view

SIGN WIDTH(W)	EFFECTIVE BRACE LENGTH		
	WARNING	YIELD	OTHER
30"	36"	24"	24"
36"	42"	30"	30"
42"	48"	-	36"
48"	TWO POSTS	36"	42"

< 30" No bracing required and use square tube

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Sheet 1 of 1

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BRACING FOR SIGNS
 MOUNTED ON SINGLE POST

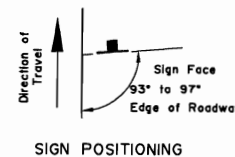
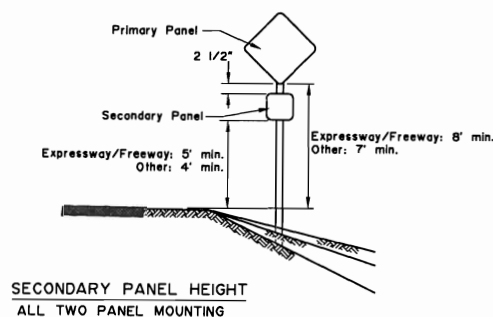
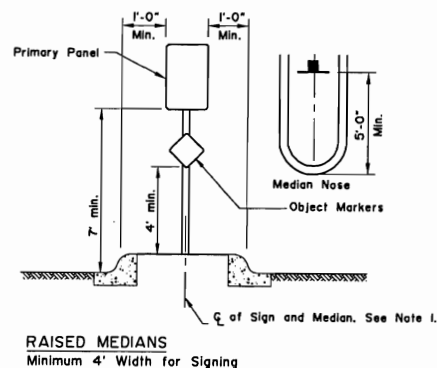
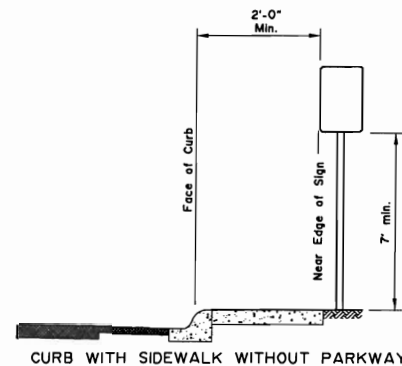
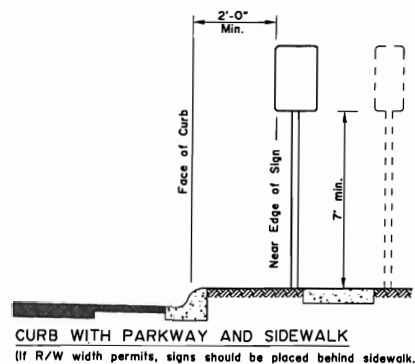
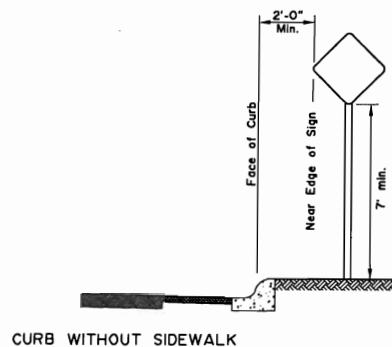
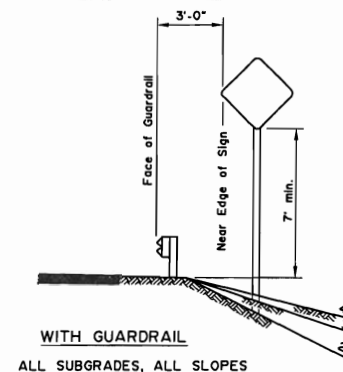
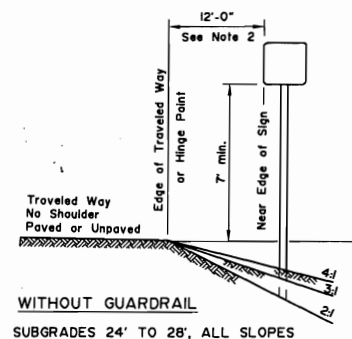
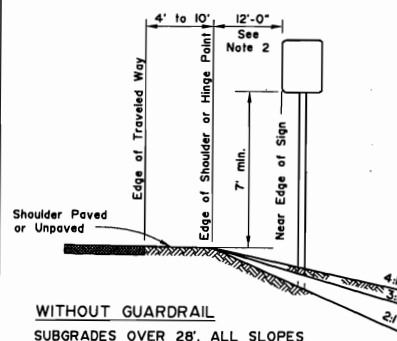
APPROVED

Date 2/20/03

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

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POST MOUNTED SIGN
OFFSET AND HEIGHT

APPROVED

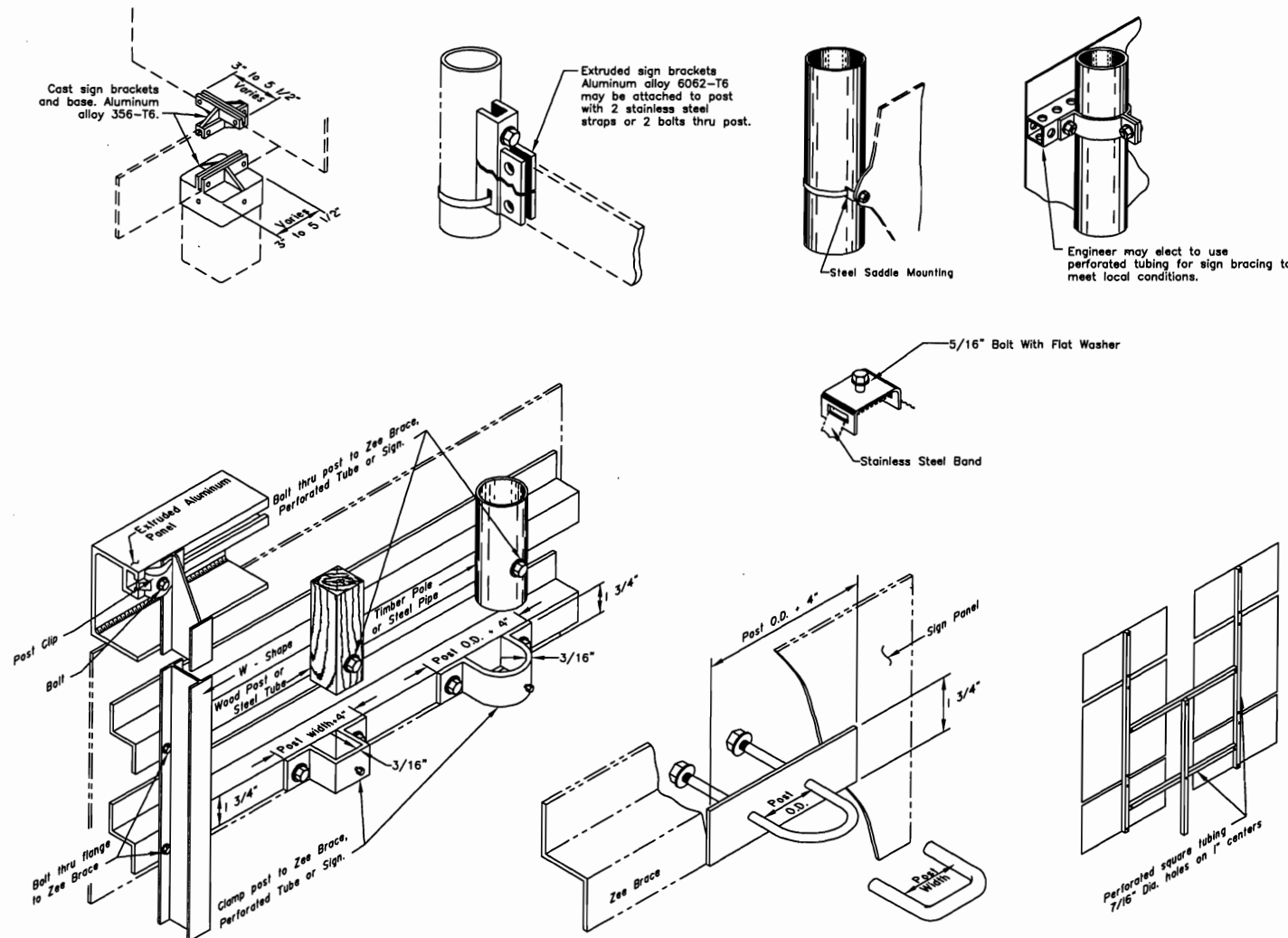
Date 7/15/92

GENERAL NOTES

1. Details shown indicate general design only. Dimensions and design may vary among the manufacturers.
2. Install weather tight caps on all pipe and tube post (except perforated tubing).
3. Protect sign posts installed using driving methods with drive caps during installation.
4. Bolt braces to posts at each point where they cross posts.
5. Install signs with top of post, mounting brackets, etc. with a minimum of 3" below top of sign.
6. Paint all sign mounting fasteners on sign face a color closely matching the sign face.
7. Attach all signs, zeos and braces mounted to the posts with 5/16" bolts.
8. Furnish all aluminum nuts, bolts and washers with anodized finish.

FASTENER SPECIFICATION TABLE

FASTENERS		ALUMINUM	STEEL	STAINLESS STEEL
BOLTS	MACHINE CARRIAGE "U"	2024-T4	A-307	A-276
NUTS	REGULAR LOCK	6061-T6 2017-T4	A-307	A-276
WASHERS		2024-T4	A-36	A-276
POST CLIP		356-T6		



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Sheet 1 of 1

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**SIGN TO SIGN POST
CONNECTIONS**

49th
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Date 2/28/03