PART 4

STANDARD MODIFICATIONS

AND SPECIAL PROVISIONS

TO THE STATE OF ALASKA

STANDARD SPECIFICATIONS

FOR

HIGHWAY CONSTRUCTION

2004 (USC)

CHIGNIK AIRPORT ACCESS ROAD REHABILITATION - REBID

STP-0001(214) / 54291

SECTION 101

DEFINITIONS AND TERMS

Standard Modifications

101-1.03 DEFINITIONS. Replace the definitions of SUBGRADE with the following:

SUBGRADE. The soil or embankment upon which the pavement structure is constructed. E22(1/1/06)

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. E32(01/27/07)

Add the following definition:

QUALIFIED PRODUCTS LIST. A list of companies and products that the Department has found conforms to the SSHC. E36(01/27/07)

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

Standard Modification

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. Replace the second paragraph with the following: The records of geotechnical investigations including boring logs, test results, geology data reports, soil reports, material site reports, and geotechnical reports included in a bid package or made accessible to bidders or Contractors, are for information purposes only. These records are not part of the Contract. These records indicate subsurface conditions only at specific locations and times, and only to the depths penetrated. They do not necessarily reflect variations in soil, rock, or groundwater conditions that may exist between or outside such locations. Actual conditions may differ from what is shown in the records. Material Sources referenced in these records may not contain materials of sufficient quantity or quality to meet project requirements. The accessibility of these records does not constitute approval, nor guarantee suitability of soils or sources, or the rights to use sources for this project, except as specifically provided in subsections 106-1.02.4.b Mandatory Sources and 106-1.02.4.c Designated Sources. The records shall not substitute for independent investigation, interpretation, or judgment of the bidder or Contractor. The Department is not responsible for any interpretation or conclusion drawn from its records by the bidder or Contractor.

Bidders and Contractors shall examine subsection 106-1.02 Material Sources for further information about material source development. E23(1/1/06)

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.
E18(6/30/04)

SECTION 105

CONTROL OF WORK

Standard Modifications

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

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

In the first sentence of the second paragraph after: "Work or material not conforming to the Plans and Specifications" add: and approved Working Drawings, E33(01/27/07)

Special Provisions

105-1.06 COOPERATION WITH UTILITIES. Add the following: Request locates from all the utilities having facilities in the area. Use the Alaska Digline, Inc. Locate Call Center for the following utilities:

ALASKA DIGLINE, INC. Locate Call Center Anchorage Area..... 278-3121 Statewide 800-478-3121 who will notify the following:
ACS

Call the following utilities and agencies directly:

Central Region Maintenance & Operations Office at (907) 269-0760 to obtain the appropriate District Superintendent's phone number for this project.

State of Alaska Department of Transportation at (907) 487-4952.

Alaska Communications Systems (ACS)

ACS will provide for the adjustment of underground cable and conduit, as required, between stations 55+00 and 66+00, and between 73+50 and 74+00. The Contractor shall coordinate the work with ACS and allow ACS access to the site to complete the adjustments.

City of Chignik, City Clerk or Public Works at (907) 749-2280 to obtain information for City operated utilities:

1. Water
2. Sewer
3. Electric
4. Cable TV

The City of Chignik will provide the labor, equipment and materials for the adjustment of water and sanitary sewer valve box assemblies, manholes and other pipeline appurtenances to final finished grade. The Contractor shall coordinate the work with the City of Chignik and allow the City access to the site for the adjustments.

There are various utility appurtenances located within the project limits. Utilities scheduled for relocation are addressed in this section. Cooperate with these utilities and coordinate schedule of work to allow them access to the project for their adjustments and/or relocation.

Work around those utilities not designated for relocation in the plans and the following utility specific coordination. The Contractor shall bear the expense for changes or additional relocation requested for the Contractor's convenience.

Work around utility facilities, either existing or relocated, throughout the project unless advised by the utility that the facility is abandoned in place.

The Contractor shall bear the responsibility for changes in contract scheduling that result in the conditions in this specification not being met. Additional coordination with the applicable utility will be required.

Schedule and coordinate the utility relocations with project construction as set forth in Section 108-1.03, Prosecution and Progress.

Right of Way and/or Construction surveying is required before utility relocation.

Payment will be made as follows:

1. Subsidiary to Item 642(1), Construction Surveying, if the Contractor is required to provide the surveying as part of the contract an/or

2. Under Item 642(3), Three Person Survey Party, if the construction or Right of Way staking required by the utility is either in advance of the two (2) week work plan, or not required by the contract.

The utility shall give the Contractor, through the Engineer, fifteen (15) calendar days advance written notice for required staking. (09/01/04)R3(modified 8/11/06 BEESE)

105-1.07 COOPERATION BETWEEN CONTRACTORS. Add the following: The following projects may be under construction concurrently with this project:

Water and Sewer Improvements
Electrical Transmission Improvements
Telephone Improvements

Contact: City of Chignik

Coordinate traffic control, construction, and material hauling operations with the prime contractor of the above projects to minimize impact on the traveling public, and to minimize conflicts with the work being performed under the other contract.
(02/01/00)R175M98(modified 8/11/06 BEESC)

Standard Modifications

105-1.13 MAINTENANCE DURING CONSTRUCTION. Add the following at the end of this subsection: 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.

E33(01/27/07)

105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION. Modify the first paragraph, Item 4., after: "DOLWD" add: and State Department of Revenue. (6/30/04)E19

Special Provisions

105-1.17 CLAIMS FOR ADJUSTMENT AND DISPUTES. Add the following Appeals to the superior court under AS 36.30.685 must be filed in the Third Judicial District. (03/21/01)R93

Standard Modification

Add the following subsection 105-1.18:

105-1.18 RESERVED FOR WARRANTIES.

E33(01/27/07)

SECTION 106

CONTROL OF MATERIALS

Standard Modification

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* E36(01/27/07)

Special Provisions

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

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

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), scrap, 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 that remain in place at the Contractor's convenience (e.g., sheet pilings, and forms).

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

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

Take whatever steps are necessary to ensure that 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. (02/07/05)R13

Standard Modification

106-1.02 MATERIAL SOURCES.

1. a. General. Within Item a. delete text and replace with: Utilize Useable Excavation according to subsection 104-1.04 before using material sources listed in subsection 106-1.02.4. When there is insufficient useable excavation furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract.

4. Type of Sources. Replace the first paragraph with the following: The Contractor shall utilize Useable Excavation according to subsection 104-1.04 before using material sources listed in this subsection. When there is insufficient Useable Excavation, the Contractor shall furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract.

When there is insufficient Useable Excavation, the Contractor shall supply additional required material from the following sources:

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

4. e. Excluded Material Sources. Replace the paragraph with the following: Some material sources may not be considered acceptable regardless of location or ownership. The bid documents may identify some material sources excluded from use. The Department reserves the right to exclude a material sources or any portion of a material source, at any time after Contract award, that is determined by material testing to be unsuitable for use on the project. E24(1/1/06)

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 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.

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 review submittals within 30 days after they are received. 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 Department will review resubmittals within 30 days after they are received.

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.

Add the following subsection 106-1.09:

106-1.09 RESERVED.

E34(01/27/07)

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Special Provisions

107-1.02 PERMITS, LICENSES, AND TAXES. Add the following: Obtain a written statement from the State Historic Preservation Officer stating that material disposal, extraction, stockpiling or staging, on off project site, is not expected to impact cultural resources. The State Historic Preservation Officer is with the Department of Natural Resources in Anchorage, and may be contacted at (907) 269-8715. If cultural resources are discovered during construction activities, stop work at that site and notify the Engineer.

Provide a wetland specialist able to conduct wetlands determinations and delineations according to the Corps of Engineers 1987 Wetland Delineation Manual. The wetland specialist shall conduct the determination and delineations of sites outside the project limits or not previously permitted, impacted by the Contractor's operations. These delineations will be subject to Corps of Engineers approval.

Provide the Engineer a copy of permits or clearances received before using sites outside the project limits. Additionally, provide the Engineer a written statement that permits or clearances have been obtained. Also provide a written statement to the Engineer listing agencies or offices contacted that responded that no additional action is required. (05/29/02)R7M98

Obtain an additional Temporary Water Use Permit if needed for the project.

Add the following: The Department has received the following permits on the Contractor's behalf:

1. Alaska Department of Environmental Conservation (ADEC) – Storm Water Letter of Non-Objection
2. Fish Habitat Permit FH 06-II-0231 (Water Withdrawal – Indian Creek)
3. Fish Habitat Permit FH 06-II-0168 (Culvert Replacements/Channel Realignment – Unnamed Crk, STA 87+00 and 88+55)
4. Fish Habitat Permit FH 06-II-0169 (Culvert Replacement – Unnamed Crk, STA 90+42)
5. U.S. Army Corps of Engineers Authorization under Nationwide Permit (NWP) #23 dated July 21, 2006, and Categorical Exclusions and regional conditions
6. U.S. Army Corps of Engineers clarification of actions under Nationwide Permit (NWP) #23 dated August 24, 2006
7. Temporary Water Use Authorization, TWUP A2006-76
8. Alaska Coastal Management Program (ACMP) review, Coastal Project Questionnaire and Certification Statement, GCD's #8 - Temporary/Permanent Use of Water, and #7 - Culvert Installation
9. Lake and Peninsula Borough Development Permit

(3/15/07)BEESC

Provide information to comply with the US Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) General Permit for Alaska to discharge storm water from the construction site. Refer to Section 641, Erosion, Sediment, and Pollution Control for requirements for this permit.

107-1.07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. Change the first sentence to the following: When operations encounters historic or prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, (shell heaps, land or sea mammal bones or tusks, or other items of historical significance), cease operations immediately and notify the Engineer.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. Add the following: If required water for construction purpose from a nonmunicipal water source, obtain a Temporary Water Use Permit from the Water Resource Manager, and provide a copy to the Engineer. The Water Resource Manager is with the Department of Natural Resources in Anchorage and may be contacted at (907) 269-8624. (05/29/02)R7M98

Standard Modification

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: Before beginning 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. Before demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that 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 there from, together with permits required by law for such dumping. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before beginning work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer before use of the sites.

E35(01/27/07)

Special Provisions

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 25A-301
EEO-1 Certification	Form 25A-304
DBE Subcontractable Items	Form 25A-324
ADOT&PF Training Program Request	Form 25A-310
Training Utilization Report	Form 25A-311
Contact Report	Form 25A-321A
DBE Utilization Report	Form 25A-325C
Summary of Good Faith Effort Documentation	Form 25A-332A
Required Contract Provisions, Federal-Aid Contracts	Form 25D-55

In addition to the sanctions provided in the above references, non-compliance with these requirements is grounds for withholding of progress payments. (01/22/02)S80

SECTION 108

PROSECUTION AND PROGRESS

Special Provisions

108-1.03 PROSECUTION AND PROGRESS. Delete the last sentence of the first paragraph and substitute the following: Submit the following at the Preconstruction Conference:

Delete item 1. A progress schedule. and substitute the following:

1. A Critical Path Method (CPM) Schedule is required, in a format acceptable to the Engineer, showing the order the work will be carried out and the contemplated dates the Contractor and subcontractors will start and finish each of the salient features of the work, including scheduled periods of shutdown. Indicate anticipated periods of multiple-shift work in the CPM Schedule. Revise to the proposed CPM Schedule promptly. Promptly submit a revised CPM Schedule if there are substantial changes to the schedule, or upon request of the Engineer.
(12/13/02)R261M98

SECTION 109

MEASUREMENT AND PAYMENT

Standard Modification

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. E11(6/30/04)

Special Provisions

109-1.02 MEASUREMENT OF QUANTITIES. Under subtitle Electronic Computerized Weighing System item (1) add the following to the end of the first sentence: ", CD, or a USB device."

109-1.05 COMPENSATION FOR EXTRA WORK.
Under item 3. Equipment, item a. add the following to the second paragraph: The rental rate area adjustment factors for this project shall be as specified on the adjustment maps for the Alaska - South Region. (4/31/05)R14

Add the following Section:

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. 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 cannot 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, submit, in writing, the designation of a DBE/EEO officer.

b. **DBE Creditable Work**. The CUF work items and creditable dollar amounts shown for a DBE on the DBE Utilization Report (Form 25A325C) shall be included in any subcontract, purchase order or service agreement with that DBE.

c. **DBE Replacement**. If a DBE replacement is approved by the Engineer, replace the DBE with another DBE for the same work in order to fulfill its commitment under the DBE Utilization Goal. In the event 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 cannot 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 cannot 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 (5) 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 percent 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 three (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 four (4) days of notification that it has failed to meet the requirements of this subsection.
c. The DBE Liaison Officer will render a written decision on reconsideration and provide notification to the bidder. The written decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
d. The result of the reconsideration process is not administratively appealable to US DOT.

120-3.03 COMMERCIALLY USEFUL FUNCTION (CUF).

1. **Creditable Work**. Measurement of attainment of the DBE Utilization Goal will be based upon the actual amount of money received by the DBEs for creditable CUF work on this project as determined by the Engineer in accordance with this Section. CUF is limited to that of a:

a. regular dealer;
b. manufacturer;
c. broker;
d. subcontractor;
e. joint-venture; or
f. prime contractor.

2. **Determination of Commercially Useful Function**. In order for the CUF work of the DBE to be credited toward the goal, the Contractor will ensure that all of the following requirements are met:

a. The CUF performed by a DBE certified in a supply category will be evaluated by the Engineer to determine whether the DBE performed as either a broker, regular dealer, or manufacturer of the product provided to this project.

b. A DBE trucking firm certified and performing work in a transportation/hauling category is restricted to credit for work performed with its own trucks and personnel certified with the CRO prior to submitting a bid to a contractor for DBE trucking. The DBE trucking firm must demonstrate that it owns all trucks (proof of title and/or registration) to be credited for work and that all operators are employed by the DBE trucking firm. A DBE trucking firm that does not certify its trucks and personnel that it employs on a job will be considered a broker of trucking services and limited to credit for a broker. (This does not effect the CUF of that same firm, when performance includes the hauling of materials for that work.)

c. The DBE is certified in the appropriate category at the time of

1) the Engineer's approval of the DBE subcontract, consistent with the written DBE commitment; and

2) the issuance of a purchase order or service agreement by the Contractor to a DBE performing as either a manufacturer, regular dealer, or broker (with a copy to the Engineer).

d. The Contractor will receive credit for the CUF performed by DBEs as provided in this Section. Contractors are encouraged to contact the Engineer in advance of the execution of the DBE's work or provision of goods or services regarding CUF and potential DBE credit.

e. The DBE may perform work in categories for which it is not certified, but only work performed in the DBE's certified category meeting the CUF criteria may be credited toward the DBE Utilization Goal.

f. The work of the DBE firm must meet the following criteria when determining when CUF is being performed by the DBE:

1) The work performed will be necessary and useful work required for the execution of the Contract.

2) The scope of work will be distinct and identifiable with specific contract items of work, bonding, or insurance requirements.

3) The work will be performed, controlled, managed, and supervised by employees normally employed by and under the control of the certified DBE. The work will be performed with the DBE's own equipment. Either

the DBE owner or DBE key employee will be at the work site and responsible for the work.

4) The manner in which the work is sublet or performed will conform to standard, statewide industry practice within Alaska, as determined by the Department. The work or provision of goods or services will have a market outside of the DBE program (must also be performed by non-DBE firms within the Alaskan construction industry). Otherwise, the work or service will be deemed an unnecessary step in the contracting or purchasing process and no DBE credit will be allowed.

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

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

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

6) All subcontract work, with the exception of truck hauling, will be sublet by the same unit of measure as is contained in the Bid Schedule unless prior written approval of the Engineer is obtained.

7) The DBE will control all business administration, accounting, billing, and payment transactions. The prime contractor will not perform the business, accounting, billing, and similar functions of the DBE. The Engineer may, in accordance with AS 36.30.420(b), inspect the offices of the DBE and audit the records of the DBE to assure compliance.

g. On a monthly basis, 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, immediately notify the Engineer of the default and the circumstances surrounding the default.

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 cannot 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 percent 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 percent 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 percent 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 percent 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 percent 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 percent 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 percent 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. (11/17/00)S33

SECTION 203

EXCAVATION AND EMBANKMENT

Special Provisions

203-4.01 METHOD OF MEASUREMENT. Delete Item 1 and replace with the following:

1. Items 203 (5) and 203(20). The volume measured in final position.

Add the following:

The Borrow is paid by design volume; the quantity will be measured in cubic yards of material, measured in its final compacted position. Pay quantities will be computed by the method of average end areas, as determined from original ground cross sections before placement and to the neat lines staked and verified by the Engineer after placement. No allowance will be made for subsidence of the subgrade or for material placed outside the staked neat line limits. The quantity to be paid for will be the cubic yards of material placed and accepted in the completed embankment. No shrink or swell factor will be used.

203-5.01 BASIS OF PAYMENT.

Add the following pay item:

203(20) Shot Rock, will be made under:

Pay Item No.	Pay Item	Pay Unit
203(20)	Shot Rock	Cubic Yard

(02/28/07)BEESC

SECTION 204

STRUCTURE EXCAVATION FOR CONDUITS AND MINOR STRUCTURES

Special Provisions

204-1.01 DESCRIPTION. Add the following. Excavate and backfill for culvert headwalls. Excavation is expected to encounter bedrock and require blasting in areas along the large bluff.

Standard Modification

204-3.01 CONSTRUCTION REQUIREMENTS. In the first sentence of paragraph four, delete: "bedding and"
E37(01/27/07)

Special Provisions

204-5.01 BASIS OF PAYMENT. Add the following: Structure Excavation for headwalls is subsidiary to Class A Concrete. (10/06/06)BEESC

SECTION 303

RECONDITIONING

Special Provisions

303-1.01 DESCRIPTION. Add the following: Reconditioning ditches includes grading to ensure proper drainage. This work also consists of all excavation and shaping required to reconstruct superelevations to grade as determined by the Engineer. Additional excavation, beyond the depth shown on the Plans, may be required in order to reduce the superelevation rate to the proposed rate.

303-3.01 CONSTRUCTION REQUIREMENTS. Add the following to the second paragraph: Grade ditches to ensure proper drainage. Expect ditch grading to include cutting ditch bottom up to 2 feet to match the invert of new culvert installations.

303-5.01 BASIS OF PAYMENT. Add the following: Work required to reconstruct superelevations as detailed in Subsection 303-1.01 will not be paid for separately, but shall be subsidiary to item 303(1), Reconditioning.

Selected Material, Type A required to reconstruct superelevations will be paid for as required in Section 203. (11/05/02)R254M98 (modified 10/11/04 EG)

SECTION 501

STRUCTURAL CONCRETE

Special Provisions

501-1.01 DESCRIPTION. Add the following after the first sentence: Provide appurtenances called out in the plans, including safety rail for concrete headwalls with heights greater than 6 feet.

501-2.01 MATERIALS. Add the following:

Headwall Safety Rail. Use the sizes designated on the plans.

1. Metal Pipe Posts:
   a. Fabricated from steel pipe to meet AASTM A-53 Standard Weight (Schedule 40), Type E or S, Grade B.
   b. Hot-dip galvanize to meet AASHTO M 111 after fabrication. When cutting metal posts after hot dip galvanizing, minimize damage to the zinc coating and protect all exposed surfaces by treating the exposed area.
   c. Repair galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating to meet the applicable provision of AASHTO M 36.

2. Turnbuckles: Drop forged steel, Federal Specification FF-T-7916, Type 1, Form 1, coarse threads, galvanized, Eye and Eye.

3. Eyebolts: Drop forged steel, coarse threads, galvanized, with zinc plated steel elastic locknuts.

4. Cable: Galvanized Improved Plow Steel, 6x19 IWRC, with strength per Federal Specification RR-W-410.

5. Thimble: Type 316 Stainless Steel, Standard pattern.

6. Compression Sleeves: N-Type, zinc plated copper sleeves, oval and stop.

7. Washers: Type 316 Stainless Steel.

8. Cable Clamps: U-bolt wire rope clamps, Forged steel, hot-dip galvanized.

501-5.01 BASIS OF PAYMENT. Add the following after the third paragraph: Safety railing is subsidiary to concrete. Structure Excavation for headwalls is subsidiary to concrete.
(8/11/06)BEESC

SECTION 503

REINFORCING STEEL

Special Provisions

503-1.01 DESCRIPTION. Add the following: This work will also include the epoxy coating of appropriate reinforcing steel bars. The reinforcing steel in the exposed vertical face of a retaining wall facing the roadway and as noted on the Plans shall be epoxy coated. (02/08/96)R38

503-5.01 BASIS OF PAYMENT. Add the following: If epoxy coating the reinforcing steel is required, it will be a subsidiary obligation and no separate payment will be made. (02/08/96)R38

SECTION 602

STRUCTURAL PLATE PIPE

Special Provisions

602-1.01 DESCRIPTION. Add the following: Structural plate pipes shall be constructed using galvanized corrugated steel. Provide culvert bedload collectors where shown on the plans.

Add the following: Corrugated Steel Pipe Arch, 10 gage, (CSP Arch) per Section 603 can be substituted for structural plate pipe. Provide 6"x2" corrugations for Item 602 (2).

602-3.01 CONSTRUCTION REQUIREMENTS. Add the following: Attach the bedload collector baffles to the culvert bottom in a secure fashion. Submit a baffle attachment plan to the Engineer for review and approval.

602-5.01 BASIS OF PAYMENT. Add the following to the first paragraph: The following items will be considered subsidiary to 602 and 603 Items:

1. Bedload Collector
2. Riprap all classes
3. Culvert Lining
4. Geotextile and Insulation Board
5. Temporary Diversion

(12/12/06)BEESC

SECTION 603

CULVERTS AND STORM DRAINS

Special Provisions

603-1.01 DESCRIPTION. Add the following: This work shall also consist of installing culvert marker posts. (08/27/03)R42USC This work also consists of inspecting and cleaning existing culverts and installing bedload collectors where shown on the plans. (8/10/06)BEESC

603-2.01 MATERIALS. Delete the second paragraph and substitute the following: For Item 603 (2B), furnish Aluminum Pipe. Also for Item 603(2B), aluminum can be substituted for steel where shown in the culvert bedload collector details. When Item 603(17-xx), Pipe, is listed in the bid schedule, furnish either Corrugated Steel Pipe (CSP) or Reinforced Concrete Pipe. Corrugated Polyethylene Pipe is not allowed. End Sections for Metal Pipe must be of the same material as the pipe. (12/13/06)BEESC

Add the following: Culvert marker posts shall meet the requirements of subsection 730-2.05, Flexible Delineator Posts. The color shall be blue with no other markings. The 2.5-inch by 6 foot post shall be rectangular in cross section with reinforcing ribs capable of a minimum bending radius of 9 inches. (08/27/03)R42USC

603-3.01 GENERAL. Add the following: Attach the bedload collector baffles to the culvert bottom in a secure fashion. Submit a baffle attachment plan to the Engineer for review and approval. (12/13/06)BEESC

Add the following:

603-3.04 CULVERT CLEANING. Where shown on plans, clean out the inside of exiting culverts.

The Contractor shall provide equipment that is capable of cleaning culverts. The equipment shall be inspected and accepted by the Engineer before use on this project. The Contractor shall provide traffic control while cleaning culverts.

The work shall include disposal of silt, trash, debris and other material removed from each culvert. This material may be disposed at the City of Chignik Landfill. (8/10/06)BEESC

Add the following subsection:

603-3.06 CULVERT MARKER POSTS. Culvert marker posts shall be installed on the approach side of storm drain outfalls 30 inches and smaller, field inlets not in paved parking lots, all end sections to cross culverts, or as directed by the Engineer. Forty two inches of post shall remain above the ground after driving.

603-4.01 METHOD OF MEASUREMENT. Add the following: Culvert marker posts will not be measured for payment. (08/27/03)R42USC

Item 603(30), Clean Culverts will be measured for payment on a time and materials basis for authorized Work in accordance with subsection 109-1.05, Compensation for Extra Work. (12/13/06)BEESC

603-5.01 BASIS OF PAYMENT. Add the following: Culvert marker posts will not be paid for directly, but will be subsidiary to pipe items. (08/27/03)R42USC

Payment for Item 603(30) shall be full compensation for all labor and materials required to remove debris from existing culverts within the Project Limits at the direction of the Engineer. The Contractor will be paid on a time and materials basis for authorized Work in accordance with subsection 109-1.05, Compensation for Extra Work.

The following items will be considered subsidiary to 602 and 603 Items:

1. Culvert marker posts
2. Bedload Collector
3. Riprap all classes
4. Culvert Lining
5. Geotextile and Insulation Board
6. Temporary Diversion

Add the following pay item:

603(30) Clean Culvert, will be made under:

Pay Item No.	Pay Item	Pay Unit
603(30)	Clean Culvert	Contingent Sum

(8/10/06)BEESC

SECTION 611

RIPRAP

Special Provision

611-1.01 DESCRIPTION. Add the following: Place Rip Rap and Culvert Lining Material in and around culverts, stream channels, and ditches where shown on the plans. Rip Rap and Culvert Lining are subsidiary to culverts. (7/15/05)BEESC

611-2.01 MATERIALS. Add the following after the first sentence: Apparent specific gravity will be determined by WAQTC FOP for AASHTO T85. R277USC(11/07/05)

Add the following to the first paragraph: Use stones with a minimum degradation value of 25 when tested in accordance with ATM 313. Use Armor stones with a greatest to least dimension not greater than 3:1.

Add the following material classifications:

Designation	**Weight**	**Nominal Diameter**	**Allowable % Smaller by Stone Count**
5. Underlayer		1.6 in.	0 – 15%
		3.1 in.	30 – 50%
		6.2 in.	100%
6. Filter Stone	30 lb.	8 in.	0 – 5%
	360 lb.	18 in.	30 – 50%
	600 lb.	21 in.	100%
7. Armor Stone, Class I	1000 lb.	25 in.	0 – 5%
	2300 lb.	33 in.	30 – 50%
	3000 lb.	36 in.	100%
8. Armor Stone, Class II	1800 lb.	31 in.	0 – 5%
	3600 lb.	39 in.	30 – 50%
	5400 lb.	44 in.	100%
Designation	**Size**	**Percent Passing**	**Comments**
9. Culvert Lining Material	8 in	100%	Use round and durable stones. % Pass is by Wt per WAQTC FOP for AASHTO T 27/T 11
	3 in Sieve	25-75%	
	No. 4 Sieve	5-10%	

Add the following:

Recover and reuse existing materials found along the bluff areas when meeting general requirements before importing slope protections materials. Determine the quantity of recoverable materials and propose a plan to produce additional materials to the Engineer for approval. Allow

inspection of recovered materials before reusing. Quality and gradation requirements apply to produced materials. Obtain acceptance of produced materials before placement.
Add the following Subsections:

611-3.02 CONSTRUCTION REQUIREMENTS FOR UNDERLAYER, FILTER STONE, AND ARMOR STONE. If stockpiling recovered materials, pile materials separately based on type. Coordinate with the Engineer to determine the acceptable material for each type of recovered stone. When stockpiling material, whether recovered or imported, construct stockpiles in lifts not exceeding 7.5 feet with the final height of stockpile not exceeding 15 feet. Any method of stockpiling which would cause segregation within the stockpile or excessive breakage will not be permitted. Do not stockpile material in wetlands either on or off the project, unless stockpiled in an area designated as a fill zone and covered under the Corps of Engineers Section 404 permit.

Whether recovered or imported, place armor and riprap underlayer stones on prepared slopes within the limits shown on the Plans, such that the finished condition presents a uniform and regular surface with slopes no steeper than those shown. Maintain slope protection materials until final acceptance, and replace any displaced material to the slopes, lines and grades shown on the Plans, at the Contractors expense.

Place all materials (recovered and imported) in a manner that produces a well-keyed mass of stone with a uniform gradation. Finish the surfaces of all layers to be free from pockets of single size stone. Do not place small stone in armor and filter stone layers to choke the spaces between large stones or to level the surface. Allowable production methods do not include breaking individual pieces in place by blasting or mechanical methods. Place materials to the full course thickness in a manner that avoids displacing underlying materials. Acceptable placement does not include methods likely to cause segregation, such as end dumping, side dumping or pushing into position with earth-moving equipment. Obtain the desired distribution of the various sizes of armor and filter stones throughout the mass by selective loading and by controlled placement of successive loads during placing. Do not use materials that do not meet the specified requirements for size, quality or distribution of sizes.

Orient each stone individually so that the long axis of the stone is perpendicular to the structure's sloped surface. Rearrange individual stones as required to correct deficiencies and to provide a uniform, well-keyed slope.

Place each class of stone to the full thickness and depth shown on the drawings; no minus tolerance will be permitted. A greater thickness will be permitted provided the outside slopes present a uniform appearance with a minimum of pieces projecting outside the plane of the finished slope surface.

Stone of a certain weight classification that is rejected because of cracks or seam defects, as described in the Quality Control subsection of this specification, may be used for a lower weight classification if other quality and shape requirements are met.

611-3.03 CONSTRUCTION SEQUENCING. Schedule construction activities in general conformance with the following sequencing plan.

a. Recover armor stone and riprap underlayer from the existing slope protection at the small and large bluff areas. If required, stockpile recovered materials for reuse on reconstructed embankment. Do not mix recovered armor with imported armor. Clearly delineate the limits of use of each type of stone, both in the field and on as-built drawings. Notify the Engineer when and where you plan to use the recovered armor stone.

b. Construct the embankment and slope protection in conformance with the plans and specifications.

611-3.04 QUALITY CONTROL. Establish and maintain quality control for produced stone to assure compliance with contract requirements and to maintain records of its quality control for all operations, including but not limited to the following:

a. Producing stone of the size specified, verifying sizes by selected samples when requested by the Engineer;

Visual inspection will be used to determine acceptability of stone quality per this Section. The Engineer may reject materials not found to meet the specified requirements at any time during the performance of the contract, at the source or project site.

a. Test stone material produced for this project for size, gradation and shape to assure compliance with the specifications. Conduct tests at the production site before transporting materials to the project site. Place materials that do not meet the specified requirements in a separate area to assure they do not get mixed in with acceptable materials. Perform tests at uniform intervals throughout the project to meet testing frequency requirements.

b. Before delivery of any materials to the project site, meet the Engineer at the production site and select stones that meet the required size and shape. Set these stones aside at the production site as reference samples. Clearly mark and retain reference samples representing each size in the stone gradation until completion of the project.

c. The following testing frequency for this project applies:

STONE	TYPE OF TEST	NO. OF TESTS
Armor	Visual Inspection/Measurement	10% of Stones
Riprap, Filter, Underlayer	Measurement	1% of Material Produced

Conduct all tests on individual stones. Failing tests do not count toward the number of tests required. Increase testing frequency as necessary to maintain quality control during production.

1. **Visual Inspections**: Make a visual check of stones at the production site for elongation, cracks, deterioration, and other defects visible to the naked eye, on at least $^2/_3$ of the surface area of the stone. Wet five percent of the stones checked for cracks and re-inspect for minute cracks to determine if they would be detrimental to the stone quality and if additional inspections are necessary on all stone. Do not transport stones with cracks that are detrimental to a long-lasting product to the placement site.

2. **Measurement**: Weight individual stones using a certified scale or measure stones on three mutually perpendicular axes and compute weight using the specific gravity of 2.72. Record weights and measurements daily and provide signed copies to the Engineer before the start of the next work shift. Select stones for measurement to represent all sizes specified in order to verify conformance with the specified shape and grading limits.

Provide quality tests on source material, performed by a certified lab. Meet the following requirements on quality tests for a minimum of two samples:

PROPERTY	TEST METHOD	LIMITS
Specific gravity (SSD)	AASHTO T-85	2.65 min.
Absorption	ASTM C 97	2% max.
Soundess (Sodium Sulfate)	ASTM C-88	5% max. loss
Solubility & Durability (Ethylene Glycol)	COE CRD-C-148	2% max. loss after 15 days
LA Abrasion	ASTM C-535	10% max. loss after 200 revs. & 50% max. loss after 1000 revs.
Degradation	ATM 313	25 min.

611-3.05 PLACEMENT. Before placing armor materials, establish clear and understandable construction control for workers. As a minimum control, delineate the horizontal limits of all stone classes, both toe and shoulder lines. Unless specified in writing, the limits of the in-place stone follow the slope lines and grades indicated on the drawings.

Survey each layer to document material placement. Make periodic checks as the work progresses to verify line and grade of the armor placement. Provide a copy of the check surveys to the Engineer for approval before placing the next layer of material. Approval of cross-sections does not constitute final acceptance. Take cross-sections at 25-foot intervals and at the ends of each typical section range. Take horizontal cross-section readings at 5-foot intervals and at grade breaks along the survey grades.

Submit a plan detailing how the check surveys will be completed, including the methodology and equipment proposed. Do not place stones until the Engineer approves the method for performing check surveys.

611-4.01 METHOD OF MEASUREMENT. Add the following: Use cross sections to determine neat line volumes. Include reused materials recovered from the bluff areas in volume measurements. Do not include materials placed in excess of neat lines in measurements for payment.

611-5.01 BASIS OF PAYMENT. Add the following Pay Items:

Pay Item	Pay Unit
611(5) Armor Stone, Class I	Cubic Yard
611(5a) Armor Stone, Class II	Cubic Yard
611(6) Filter Stone	Cubic Yard
611(7) Underlayer	Cubic Yard

All classes of Rip Rap and Culvert Lining Material are subsidiary to 602 and 603 Items. Beach preparation for placing filter and armor stone is subsidiary to 611 Items.

(7/15/05)BEESC

SECTION 615

STANDARD SIGNS

Standard Modification

615-2.01 MATERIALS. Delete the 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 signs except the following:

   a. Orange Background Signs: Use either Type II or Type III orange reflective sheeting or use Type VII or Type IX fluorescent orange reflective sheeting. For temporary installations place reflective sheeting on sheet aluminum, plastic, or plywood panels. (1/1/06) E26

      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. E41(01/27/07)

   b. Railroad Crossbucks and Vertical Crossbuck Supports: Use white Type VIII or Type IX reflective sheeting for background of sign and 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 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 according to 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 the 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. (1/1/06) E26

SECTION 616

THAW PIPE AND THAW WIRES

Special Provisions

616-1.01 DESCRIPTION. Add the following:

Refer to the modified Remote Thaw Wire Installation Regional Drawing included in plans.

Replace subsection 616-2.02 with the following:

616-2.02 THAW WIRE. Provide materials, devices, fittings, and hardware meeting NEMA standards and bearing the approval of a third party certification, meeting ANSI Z 34.1.

Deliver all warranties and guarantees provided by the manufacturer to the Engineer before acceptance of this work.

Material list for culvert heat trace and one-line diagram:

(1) Power inlet-20-amp 120/240-volt 1-phase 4 wire NEMA L14-20
- Neutral not used for 240-volt heat trace
- Mount in a NEMA-4 cast metal box with a wet-location metal inlet cover

(2) ¾-inch rigid steel conduit with three #12 AWG XHHW-2 conductors (Colors Black, Red, Green)

(3) Cast Aluminum NEMA-4X junction box with interface between the non-heating conductors and the heat trace cable. Raychem Catalog No. JDS-100A

(4) Heat Trace cable -10-watts/foot @ 240-volts self regulating, max temperature 150 degrees F. Raychem Catalog No. 10-BTV-2-CR, in 1 ½ -inch rigid steel conduit, sloped to drain. Max length of cable not to exceed 170 feet for starting at -40 degrees F (20-amp circuit)

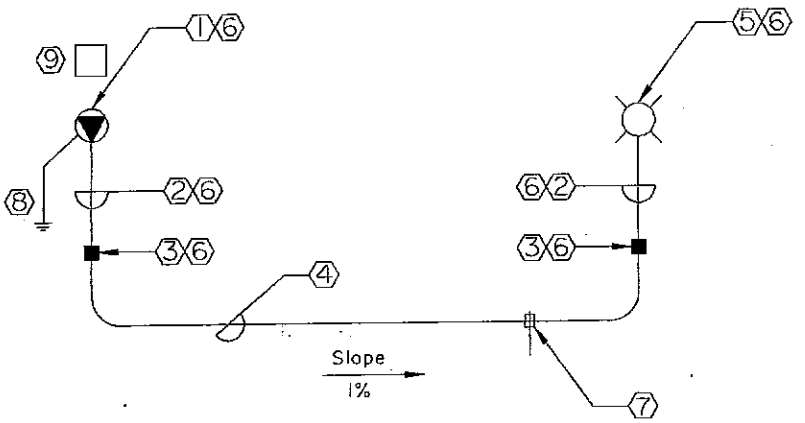
(5) Green wet location pilot light 240-volts. Mount in cast metal device box

(6) Mount on 4x4 treated wood post or 2"x2" perforated steel post conforming to specification 730-2.04,2

(7) Provide drain fitting in 1 1/2 –inch "T" conduit body to drain the conduit in the culvert.

(8) Ground connection - #6 AWG bare stranded copper to metal culvert.

⟨9.⟩ Provide sign above inlet conforming to specification 730-2.01 & the current Alaska Sign Design Specification Manual, per design shown on the plans.



ONE-LINE POWER DIAGRAM

(8/16/06)BEESC

SECTION 618

SEEDING

Special Provisions

618-1.01 DESCRIPTION. Add the following: Seed new or disturbed slopes in anadromous stream areas as stipulated in the Fish Habitat Permits and Erosion and Sediment Control Plan included in the appendix. Prepare the soil and apply seed and/or fertilizer, and water. Provide a living ground cover on slopes as soon as possible. (11/06/02)R52USC (8/16/06)BEESC

618-2.01 MATERIALS. Add the following to the list of material specifications:

Mulch	Subsection 727-2.01

(01/27/07)R52USC

Standard Modifications

618-3.01 SOIL PREPARATION. Delete the fourth paragraph and replace with the following: Roughen the surface to be seeded by grooving the soil in a uniform pattern that is perpendicular to the fall of the slope. Use one or more of the following grooving methods prior to the application of seed:

1. Manual raking with landscaping rakes;
2. Mechanical track walking with track equipment; or
3. Mechanical raking with a scarifying slope board. Form one inch wide grooves spaced no more than six inches apart.

Rounding the top and bottom of slopes to facilitate tracking or raking and to create a pleasant appearance is acceptable, but disrupting drainage flow lines is not

618-3.02 SEEDING SEASONS. Add the following: Seed disturbed areas that require seeding within 14 days of the permanent cessation of ground disturbing activities in that area.

Seed between May 15 and August 15, or obtain written approval from the Engineer to seed at a different date. E42(01/27/07)

Special Provisions

618-3.03 APPLICATION. Add the following: Apply seed and fertilizer as follows per acre. Apply seed and fertilizer by dry method. After application hand rake the seed and fertilizer into the soil. In areas where Beach Wild Rye is already established (near culvert at 90+42) apply fertilizer only without seed.

Component	Ingredients	Application Rate (per Acre)
Seed	Norcoast Hairgrass Boreal Red Fescue Annual Ryegrass	20 lbs. 16 lbs. 4 lbs. Total = 1.00 lbs
Soil Stabilizer Slope = 3:1 Slope >3:1	 Mulch Mulch with tackifier	 46 lbs. 45-58 lbs.
Fertilizer	20-20-10	400-500 lbs.

Do not remove the required tags from the seed bags. (11/06/02)R52USC (8/16/06)BEESC

618-3.04 MAINTENANCE AND WATERING. Protect seeded areas against traffic by approved warning signs or barricades. Repair surfaces gullied or otherwise damaged following seeding. Maintain seeded areas in a satisfactory condition until final acceptance of work.

Water and maintain seeded areas. Water applied by this subsection is a paid Contract item. If, in the opinion of the Engineer, too much water is being applied, reduce amount of water as directed.

Reseed areas not showing evidence of satisfactory growth within 3 weeks of seeding. Bare patches of soil more than 10 square feet in area must be reseeded. Erosion gullies over 4 inches deep must be filled and reseeded. Fill the entire erosion gully to surrounding grade, even the portions less than 4 inches deep.

Contact ADNR for advice or corrective measures, when seeded areas are not showing evidence of satisfactory growth. The Contractor is responsible for retracking, reseeding, refertilizing and remulching areas that do not show satisfactory growth, and those actions are subsidiary.

618-3.05 ACCEPTANCE. During final inspection the Engineer will perform a visual inspection of seeding to determine final stabilization. During the visual inspection each station and each side of the road will be considered a separate area. The Engineer will accept seeding that has become a vegetative matt with 70% cover density in the inspection area.

Reseed areas that are not acceptable to the Engineer.

618-3.06 PERIOD OF ESTABLISHMENT. Establishment periods extend for one complete growing season following acceptable seeding. Employ possible means to preserve the new vegetative matt in a healthy and vigorous condition to ensure successful establishment. Reseed

areas that do not meet the specifications. Watering and reseeding after the final inspection are subsidiary.

The Engineer may, but is not required to, determine the Project is complete except for the period of establishment, and issue a letter of final acceptance. After final acceptance, work or materials due under this subsection during any remaining period of establishment are considered warranty obligations that continue to be due following final acceptance in accordance with subsection 105-1.16.

618-4.01 METHOD OF MEASUREMENT.

After Seeding by the Pound, delete text and replace with: By the weight of dry seed acceptably seeded and maintained.

618-5.01 BASIS OF PAYMENT. Delete paragraphs beginning: "Seeding by the Acre" and "Seeding by the Pound" and replace with:

Seeding by the Acre. Payment is for established vegetative matt. Soil preparation, fertilizer, and water required for hydraulic method are subsidiary.

Seeding by the Pound. Payment is for established vegetative matt. Soil preparation, fertilizer, and water required for hydraulic method are subsidiary.

Add new pay description:

Water for Seeding. Water applied for growth of vegetative matt. Water for hydraulic seeding, fertilizing or mulching is subsidiary. Water after project completion is subsidiary. E42(01/27/07)

Soil Preparation for Seeding. The work described under subsection 618-3.01, Soil Preparation is subsidiary to seeding(11/06/02)R52USC (8/16/06)BEESC

SECTION 631

GEOTEXTILE FOR SUBSURFACE DRAINAGE AND EROSION CONTROL

Special Provisions

618-5.01 BASIS OF PAYMENT. Add the following: Geotextile is subsidiary to Borrow, Type A when installed in the road embankment along the large bluff section. Geotextile is subsidiary to 602 and 603 items when installed at drainage structures and associated ditches and channels. (10/06/06)BEESC

SECTION 635

INSULATION BOARD

Special Provisions

618-5.01 BASIS OF PAYMENT. Add the following: Insulation board is subsidiary to Borrow, Type A. (10/06/06)BEESC

Delete this Section in its entirety and substitute the following:

SECTION 639

DRIVEWAYS

Special Provisions

639-1.01 DESCRIPTION. Construct approaches at the locations shown in the Plans. Clear brush within approach intersection sight triangles as directed by the Engineer.

639-2.01 MATERIALS. Use materials that conform to the standards for the main roadway.

639-3.01 CONSTRUCTION. Construct approaches to the dimensions shown on the Plans.

639-4.01 METHOD OF MEASUREMENT. By the number of approaches constructed as shown on the Plans or as directed. Pavement removal and excavation required beyond the limits of the adjacent mainline will be subsidiary.

639-5.01 BASIS OF PAYMENT. At the contract unit price shown in the bid schedule. The contract unit price for approaches shall be full compensation for furnishing equipment and labor necessary to complete the work as specified, including brush clearing for sight distance at approach intersections.

Materials required to construct approaches will be paid for separately under the respective items listed in the bid schedule.

Native material meeting the minimum requirements of Selected Material, Type C will not be paid for directly, but will be considered subsidiary to 639(6). (05/09/02)R58M98 (modified 10/7/04 EG)

Payment will be made under:

Pay Item	Pay Unit
639(6) Approach	Each

SECTION 640

MOBILIZATION AND DEMOBILIZATION

Standard Modification

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).

   Ensure subcontractors comply with the 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:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
640(4)	Worker Meals and Lodging, or Per Diem	Lump Sum

E27(1/01/06)

SECTION 641

EROSION, SEDIMENT, AND POLLUTION CONTROL

Special Provisions

641-1.02 DEFINITIONS. Replace the last sentence of item 1 with the following:

The Department describes common BMPs in the *Alaska Storm Water Pollution Plan Guide,* ··· most current edition.

Replace items 5 and 6 with the following:

5. eNOI. Notice of Intent to begin ground disturbing activities under the NPDES General Permit filed electronically.

6. eNOT. Notice of Termination of coverage under the NPDES General Permit filed electronically.

Replace subsection 641-1.03 with the following:

641-1.03 SUBMITTALS. For all projects submit 2 copies each of the SWPPP and HMCP to the Engineer for approval. Submit one copy of the SPCC Plan (if required under subsection 641-2.03) to the Engineer. Sign submittals. Deliver these documents to the Engineer.

The Department will review the SWPPP and HMCP submittals within 14 calendar days. Submittals will be returned to the Contractor as either requiring modification, or as approved by the Department. The approved SWPPP must contain a certification, and be signed by the Contractor according to the Standard Permit Conditions of the NPDES General Permit. The Contractor must receive an approved SWPPP before submitting the eNOI. The Contractor must receive an approved SWPPP before submitting the eNOI to EPA.

For projects that disturb 5 acres or more of ground, submit a copy of the approved and signed SWPPP, with the required permit fee to the Alaska Department of Environmental Conservation (ADEC) Storm Water Coordinator. Transmit proof of this submission to the Engineer.

For projects that disturb 1 acre or more, submit the signed eNOI to EPA. Submit copies of the signed eNOI receipt to the Engineer and to ADEC. Transmit proof of the ADEC submission to the Engineer. The Department will transmit the Department's eNOI to the EPA. Allow adequate time for state and federal processing, before beginning ground disturbing activities.

The active status eNOIs, approved SWPPP, approved HMCP, and submitted SPCC Plan (when required) become the basis of the work required for the project's erosion, sediment, and pollution control.

Submit the signed eNOT to EPA with a copy to the Engineer when notified by the Engineer that the Project is stabilized. The Department will transmit the Department's eNOT to the EPA.

641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS. Replace the first paragraph with the following: Prepare a Storm Water Pollution Prevention Plan for all projects. Use the Department's ESCP to develop a SWPPP based on scheduling, equipment, and use of alternative BMPs. Follow the format presented in the *Alaska Storm Water Pollution Prevention Plan Guide.* The plan must include both erosion control and sediment control measures. The plan must address first preventing erosion, then minimizing erosion, and finally trapping sediment before it leaves the project site.

Delete the last sentence.

Replace subsection 641-3.01 with the following:

641-3.01 CONSTRUCTION REQUIREMENTS.

Postings.

On projects with 1 acre or more of ground disturbing activity, do not begin ground disturbing work until the EPA has acknowledged receipt of the Contractor's eNOI and Department's eNOI, and has listed them as active status. The EPA will post the status of the eNOIs on the EPA website. On projects with less than 1 acre of ground disturbing activity, where submittal of an eNOI to EPA is not required, do not begin ground disturbing work until authorized by the Engineer.

Post at the construction site:
1. NPDES Permit number, if available, and a copy of the eNOI,
2. Name and phone number of the Contractor's local contact person, and
3. Location of a SWPPP available for viewing by the public.

The above notices must be posted at publicly accessible locations. At a minimum post notices at the BOP, EOP, near the intersection of the highway with any major side street, and the Project Office.

Comply with requirements of the approved HMCP, the submitted SPCC Plan, and 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 products and/or other materials hazardous to the land, air, water, and organic life forms. Perform fueling operations in a safe and environmentally responsible manner. Comply with the requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substances Pollution Control. Report oil spills as required by federal, state and local law, and as described in the Contractor's SPCC Plan.

Comply with requirements of the NPDES General Permit, implement temporary and permanent erosion and sediment control measures identified in the SWPPP, and ensure that the SWPPP

remains current. Maintain temporary and permanent erosion and sediment control measures in effective operating condition.

Coordinate BMPs with Utility Companies doing work in the project area.

Inspections

Perform inspections and prepare inspection reports to comply with the project SWPPP and the NPDES General Permit.

1. Joint Inspections. Before start of construction, conduct a joint on site inspection with the Engineer, the SWPPP Preparer, and the Contractor's field representative to discuss the implementation of the SWPPP.

   Conduct the following additional joint on site inspections with the Engineer:

   a. During construction, inspect the following every 7 days and within 24 hours of the end of a storm exceeding 1/2 inch in 24 hours (as measured on the project site).
      (1) Disturbed areas that have not been finally stabilized
      (2) Areas used for storage of erodible materials that are exposed to precipitation
      (3) Sediment and erosion control measures
      (4) Locations where vehicles enter or exit the site
      (5) Offsite materials sources and waste sites

   b. During construction, ensure that the SWPPP preparer reviews the project site, materials sites, waste sites, and the SWPPP to conform to the NPDES General Permit. Conduct these reviews at least once per month and after every major change in earth disturbing activities.

   c. Before winter shutdown, to ensure that the site has been adequately stabilized and devices are functional.

   d. At project completion, to ensure final stabilization of the project.

2. Winter Inspections. During winter shutdown, conduct inspections at least once every month and within 24 hours of a storm resulting in rainfall of 1/2 inch or greater. The Engineer may waive monthly inspection requirements until one month before thawing conditions are expected to result in a discharge, if all of the following requirements are met:
   a. Below freezing conditions are anticipated to continue for more than 1 month.
   b. Land disturbance activities have been suspended.
   c. The beginning and ending dates of the waiver period are documented in the SWPPP.

3. Inspection Reports. Prepare and submit, within 3 working days of each inspection, a report on state Form 25D-100, with the following information:
   a. A summary of the scope of the inspection
   b. Name(s) of personnel making the inspection
   c. The date of the inspection
   d. Observations relating to the implementation of the SWPPP
   e. Any actions taken as the result of the inspection
   f. Incidents of noncompliance

   Where a report does not identify incidents of noncompliance, certify that the facility complies with the SWPPP and NPDES General Permit. The Contractor and the Engineer will sign the report according to the Standard Permit Conditions of the NPDES General Permit. Include reports as an appendix to the SWPPP.

Record Retention

Keep the SWPPP up to date at all times. The SWPPP shall denote the location, date of installation, date maintenance was performed, and the date of removal for BMPs. It shall also contain copies of inspection reports and amendments.

Maintain the following records as part of the SWPPP:

1. Dates when major grading activities occur;
2. Dates when construction activities temporarily or permanently cease on a portion of the site; and
3. Dates when stabilization measures are initiated.

Provide the Engineer with copies of SWPPP revisions, updates, records, and inspection reports at least weekly.

Retain copies of the SWPPP, and other records required by the NPDES General Permit, for at least 3 years from the date of final stabilization.

Amendments

If unanticipated or emergency conditions threaten water quality, take immediate suitable action to preclude erosion and pollution.

Submit amendments to the SWPPP to correct problems identified as a result of any:

1. Storm or other circumstance that threatens water quality, and
2. Inspection that identifies existing or potential problems.

Submit SWPPP amendments to the Engineer within 7 days following the storm or inspection. Detail additional emergency measures required and taken, to include additional or modified measures. If modifications to existing measures are necessary, complete implementation within 7 days.

Stabilize areas disturbed after the seeding deadline within 7 days of the temporary or permanent cessation of ground disturbing activities.

Notice of Termination

Submit a signed eNOT to EPA and a copy to the Engineer:

1. When the project site (including material sources, disposal sites) has been finally stabilized and storm water discharges from construction activities authorized by this permit have ceased, or
2. When the construction activity operator (as defined in the NPDES General Permit) has changed.

If the Contractor fails to coordinate temporary or permanent stabilization measures with the earthwork operations in a manner to effectively control erosion and prevent water pollution, the Engineer may suspend earthwork operations and withhold monies due on current estimates for such earthwork items until the aspects of the work are coordinated in a satisfactory manner.

Do not begin ground disturbing work until the Contractor receives written approval of that the SWPPP, HCMP, and NOI documents are in active status for the Contractor and the Department.

641-4.01 METHOD OF MEASUREMENT. Add the following: Item 641(5) will be measured by the specified price adjustments as determined by the Engineer.

641-5.01 BASIS OF PAYMENT. Replace the first sentence with the following: The Bid Schedule will include either Items 641(1), (2), and (5) or Items 641(1), (3), (4), and (5).

Replace items 2 and 3 with the following:

2. Item 641(2) Temporary Erosion and Pollution Control. At the prices specified in the Contract or as provided in the Directive authorizing the work to install and maintain temporary erosion, sedimentation, and pollution control measures.

3. Item 641(3) Temporary Erosion and Pollution Control. At the lump sum price shown on the bid schedule to install and maintain all temporary erosion, sedimentation, and pollution control measures required to complete the project according to the Plans and according to the BMP, the ESCP and the original approved SWPPP and HMCP.

Add the following:

4. Item 641(5) Erosion and Pollution Control Price Adjustment. If this item is shown on the bid schedule the total value of this contract will be adjusted as a pay deduction according to subsection 641-4.01.

Failure to:
1. Pursue work required by the approved SWPPP,
2. Respond to inspection recommendations and/or deficiencies in the SWPPP, or
3. Implement erosion and sedimentation controls identified by the Engineer,

will result in a permanent price adjustment under Item 641(5) Erosion and Pollution Control Price Adjustment as a deduction of $500 per day for each day of nonaction. In addition, the Engineer may, after giving written notice, proceed to perform the work and deduct the cost thereof, including project engineering costs under Item 641(5).

A price adjustment, equivalent to penalties levied against the Department by the EPA or any other state and/or federal agencies for violations of the Clean Water Act and the NPDES General Permit, will be made if the Department is issued a Notice of Violation (NOV) by these agencies. This price adjustment will be the actual cost of any fines levied against the Department. An amount equal to the maximum fine for the violation will be withheld temporarily until the actual

cost of the fine is known. The difference, excluding price adjustments will be released by the Engineer upon satisfactory completion of the requirements of the NPDES General Permit. The Contractor is responsible for the payment of the Contractor's fines.

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

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
641(5)	Erosion and Pollution Control Price Adjustment	Contingent Sum

(01/18/07)R272USC04

SECTION 643

TRAFFIC MAINTENANCE

Special Provisions

643-1.03 TRAFFIC CONTROL PLAN. Replace the last paragraph with the following: A waiver may be requested of regulation 17 AAC 25 regarding oversize and overweight vehicle movements within this project in writing. If the waiver is approved, movements of oversize and overweight vehicles in or near traffic within the project limits will be done according to the provisions of an approved Traffic Control Plan. Maintain a minimum12 foot lateral separation between the nonstreet legal vehicles and the motoring public. The Traffic Control plan shall specify the traffic control devices required for these operations. (02/10/06)R222USC04

Standard Modifications

643-2.01 MATERIALS. Under Item 16. Flagger Paddles, replace the last sentence with the following: 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. E29(3/15/06)

Special Provisions

643-2.01 MATERIALS. Add the following:

17. Flexible Markers. Refer to subsection 606-2.01 Materials. (02/10/06)R222USC04

Standard Modifications

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following: Immediately notify the Engineer of a traffic related accident that occurs within the project limits as soon as becoming aware of the accident. (03/15/06)E29

Special Provisions

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following: Whenever construction activity encroaches onto the safe route in a traffic control zone, station a flagger at the encroachment to assist pedestrians and bicyclists past the construction activity.

Maintain business accesses during flagging operations. (02/10/06)R222USC04

Standard Modifications

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). E29(3/15/06)

Special Provisions

643-3.04 TRAFFIC CONTROL DEVICES.
Delete the first sentence of the eighth paragraph and substitute the following: Items paid under this Section remain the Contractor's property unless stated otherwise.

Add the following to item 1. Embankments.: Close trenches and excavations at the end of each continuous work shift.

Add the following to item 3. Fixed Objects.: Remove obstructions greater than 4 inches above the nominal foreslope grade at the end of each continuous work shift.

Delete item 4.b. and replace with the following: Flagger Certification by ATSSA.

643-3.05 AUTHORITY OF THE ENGINEER. Replace the first sentence with the following: When existing conditions adversely affect the public's safety or convenience, the Contractor will receive an oral notice. A written notice will follow the oral notice according to subsection 105-1.01 Authority of the Engineer.

Add the following after the second sentence: In no case shall this time exceed 24 hours.

643-3.06 TRAFFIC PRICE ADJUSTMENT. Add the following: Failure to maintain an acceptable infrastructure or traffic control plan will result in a price adjustment equal to 100 percent of the applicable rate shown in Table 643-1, for the time the roadway or pedestrian facility is in an unacceptable condition.

Delete Table 643-1 and substitute the following:

TABLE 643-1
ADJUSTMENT RATES

Published ADT	Dollars/Minute of Delay/Lane
0-5,000	$30
5,001+	$40

643-3.08 CONSTRUCTION SEQUENCING. Delete the last sentence and substitute the following: Unless otherwise determined by the Engineer and on an approved Traffic Control Plan (TCP), do not restrict traffic during the times listed below.

1. Friday from 1200 hours to Sunday 2300 hours

2. Around any holiday:

   a. If a holiday falls on Sunday, Monday or Tuesday, the above stipulations apply from 1200 on the Friday before the holiday to 0300 on the day after the holiday.

   b. If a holiday falls on Wednesday, the above stipulations apply from 1200 on the Tuesday before the holiday to 0300 on the Thursday after the holiday.

c. If a holiday falls on Thursday, Friday or Saturday, the above stipulations apply from 1200 on the day before the holiday to 0300 on the Monday after the holiday.

Lane restrictions, if allowed shall be conducted so that no more than a 10 minute accumulated stopped delay, 40 vehicles, or 1/4 mile (1,320 feet) of traffic is detained, whichever occurs first, before releasing the detained motorists. If a queue of traffic develops at a stop, the entire queue must be emptied to include the last car that entered the queue at the time the queue was released.

Obtain the local school bus schedule and coordinate work efforts to ensure the school buses are not delayed through the construction zone. This plan shall be submitted, as a TCP, to the Engineer for approval before the implementation of the school bus coordination plan.
(02/10/06)R222USC04 (modified by BEESC 8/11/06)

Standard Modifications

Add the following new subsection:

643-3.11. HIGH VISIBILITY CLOTHING. Ensure workers within project limits wear an outer visible surface or layer that complies with the following requirements:

1. Tops.

   Wear fluorescent vests, jackets, or coverall tops at all times. Furnish each vest, jacket, or coverall top with at least one 360 degree horizontal retroreflective band around the torso; and two vertical retroreflective bands that begin at the horizontal band or lower in front, reach over the shoulder, and end at the horizontal band or lower in back. Furnish each jacket and coverall top with two horizontal retroreflective bands on each sleeve; one above and one below the elbow.

2. Bottoms.

   Wear fluorescent red-orange pants or coverall bottoms during nighttime work (sunset to sunrise). Worksite traffic supervisors, employees assigned to traffic control duties, and flaggers wear fluorescent orange-red pants or coverall bottoms at all times. Furnish each pants or coverall bottom with two horizontal retroreflective bands on each leg.

3. Raingear.

   Raingear tops and bottoms, when worn as the outer visible surface or layer, shall conform to the requirements listed in this subsection 643-3.11.

4. Exceptions.

   When workers are inside an enclosed compartment of a vehicle, they are not required to wear high visibility clothing.

5. Standard.

High visibility garments shall conform to the requirements of ANSI/ISEA 107-2004, Class 2 for tops or Class E for bottoms, and Level 2 retroreflective material.

Retroreflective bands are made of material conforming to either:

a. A 2 inch wide strip, fluorescent yellow-green color, made of retroreflective microprisms; or

b. A 2 inch wide strip, silver color, made of retroreflective lenses bonded to a durable cloth backing; and on 2 long edges apply 1 inch wide strips, fluorescent yellow-green color, made of durable cloth material. Total width of band is 4 inch.

6. Labeling.

Garments shall be labeled according to Section 10.2 of ANSI/ISEA-107-2004; except garments may be labeled to conform to ANSI/ISEA 107-1999 until 1/1/08.

7. Condition.

Furnish and maintain vests, jackets, coveralls, rain gear, hard hats, and other apparel in a neat, clean, and presentable condition. Maintain retroreflective material to Level 2 standards. (3/15/06)E29

Special Provisions

643-4.01 METHOD OF MEASUREMENT.

Replace the second sentence of Item 2 with the following: Special Construction Signs are measured by the total area of legend bearing sign panel, as determined under subsection 615-4.01 and compensation for a 24 hour period shall be made under Construction Signs in the Traffic Control Rate Schedule.

Add the following: No measurement required to provide a 24-hour toll free (1-800-###-####) "hotline road report" telephone with a prerecorded message, and weekly notices with daily updates. Work will be subsidiary to Item 643(1) or 643(2), Traffic Maintenance. (3/15/06)E29

Standard Modification

643-5.01 BASIS OF PAYMENT. Add the following: Payment for high visibility clothing for workers is subsidiary to other items. (3/15/06)E29

Special Provision

643-5.01 BASIS OF PAYMENT. Add the following: The Engineer does not require a change order/directive for Item 643(25) Traffic Control.

TRAFFIC CONTROL RATE SCHEDULE

Traffic Control Device	Pay Unit	Unit Rate
Construction Signs	Each/Day	$5.00
Special Construction Sign	Square Foot	$20.00
Type II Barricade	Each/Day	$ 3.00
Type III Barricade	Each/Day	$ 10.00
Traffic Cone or Tubular Marker	Each/Day	$ 1.00
Drums	Each/Day	$ 3.00
Sequential Arrow Panel	Each/Day	$55.00
Portable Concrete Barrier	Each	$60.00
Temporary Crash Cushion / ET-2000 LET	Each	$3,000.00
Pilot Car	Hour	$65.00
Watering	M-Gallon	$ 20.00
Plastic Safety Fence	Foot	$.75
Portable Changeable Message Board Sign	Calendar Day	$150.00
Temporary Sidewalk Surfacing	Square Foot	$1.15
Flexible Markers	Each	$50.00
Removal of Pavement Markings	Foot	$1.25
Temporary Guardrail	Foot	$21.00

The Engineer will pay for Item 643(15) Flagging on a contingent sum basis at the rate of $38/hour. The Engineer does not require a change order/directive for the flagging pay item. Flagging associated with Change Order work will be paid at the prices according to subsection 109-1.05 Compensation for Extra Work.

Delete Item 643(15) and substitute the following:

Pay Item No.	Pay Item	Pay Unit
643(15)	Flagging	Contingent Sum

(02/10/06)R222USC04 (BEESC 8/11/06)

SECTION 644

SERVICES TO BE FURNISHED BY THE CONTRACTOR

Special Provisions

644-2.01 FIELD OFFICE. Delete this subsection in its entirety and substitute the following: Furnish and maintain a suitable office for the Engineer, available for occupancy from 2 weeks before beginning work, through 30 days after issuance of the notice of project completion as defined in subsection 105-1.15. The following office requirements shall be met:

1. A minimum of 1,000 square feet of floor area. The office area shall be divided so that it contains an office room separated by a closable door. The office room shall have a minimum of 160 square feet of floor area.

2. A thermostatically controlled interior heating system with necessary fuel.

3. Adequate electrical lighting and 120 volt, 60 hertz power, with a minimum of 6 electrical outlets.

4. A minimum of 100 square feet of window area and adequate ventilation.

5. Adequate parking for a minimum of 16 vehicles, with one handicap parking space meeting the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG).

6. Attached indoor plumbing with sanitary lavatory facilities and potable drinking water provided.

7. Four telephone service lines available at the office location. One of the lines provided is to be available for a facsimile machine/dial-up Internet connection. Provide Internet connection with send and receive data capability supporting 56 kilobytes per second or higher data transfer rate.

8. If a part of the Contractor's building, it shall be completely partitioned off from the balance of the structure and provided with a separate outside door equipped with a lock.

9. Located within 3 miles of the project.

10. Weekly janitorial service consisting of emptying trash receptacles, vacuuming office area and cleaning restrooms and counter areas.

11. Provide one mobilization and one demobilization of the Engineer's office equipment and furniture from Anchorage.

644-2.02 FIELD LABORATORY. Delete subitem g of item 2 and substitute the following:

g. 500 gallon capacity tank with a pressure pump or a commercial pressurized system.

Replace item 6. a. with the following:

a. Supply 240 volt, 60 hertz power, a 100 pound propane bottle, and a 500 gallon capacity water tank with a pressure pump or a commercial pressurized system for a State provided portable asphalt lab at a location designated by the Engineer.

Add the following:

7. Provide one mobilization and one demobilization of the Engineer's laboratory equipment from Anchorage. (01/11/07)R63USC

644-2.05 VEHICLES. Add the following: If working after October 1, provide studded snow tires for vehicles provided for the Department's use.

Equip vehicles used by the Department with CB radios and yellow lightbars wired into the vehicle's electrical system with a dash mounted switch easily accessible to the vehicle operator. Provide Code 3; Model 6005H (formerly PE 6200 LE) lightbars, or approved equal. Approved equals shall have the following characteristics:

Four 55 watt rotators with amber filters
1200 flashes per minute
Two diamond mirrors
55 inches in length

Standard Modification

Add the following new subsection:

644-2.06 NUCLEAR TESTING EQUIPMENT STORAGE SHED. Design, furnish and maintain a weatherproof, heated, and ventilated nuclear densometer/testing equipment storage shed for the Engineer to use exclusively throughout the Contract. Install the building at least 15 feet from an occupied area at a location approved by the Engineer. Install the shed before beginning of construction activities and maintain it until one week after project completion. Provide sufficient floor area for the nuclear testing equipment and a portable electric heater to maintain a minimum room temperature of 50 °F in freezing weather. Design the building with enough floor area to provide sufficient clearance between the equipment, heater, and combustibles. Provide a commercial grade metal clad exterior entrance door of 3'-0" minimum width by 6'-8" height with dead-bolt lockset. Hang the door so that hinge pins are not accessible from the exterior. Provide the Engineer with 2 keys to control access. Provide a 5/16" x 10 foot

long welded steel security chain securely attached inside the structure with tamperproof hardware for the Engineer to secure the testing equipment. Provide 120 volt, 60 cycle power, an interior light, and a wall receptacle for the heater. Secure the structure to the ground with tamperproof anchors to resist wind loads and prevent unauthorized movement of the building. The nuclear testing equipment storage shed remains the property of the Contractor. Remove the shed from the site following project completion.

Add the following new subsection:

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

Deliver an empty and clean container to the Regional Materials Laboratory, or location acceptable to the Engineer, three weeks before transporting to the project site. Allow 7 days for the Department to load the container. Transport the loaded container to the project site. Set up container at a location approved by the Engineer prior to commencing construction work.

1. Provide electrical service and other facilities as follows:
   a. Electrical current, 120V (ac), 60 cycle on a 24 hour a day basis.
   b. Wiring system to support a 20 amp user load demand.
   c. 2 GFI protected outlets conveniently spaced on the interior walls.
   d. Four 100 watt incandescent or eight 40 watt fluorescent lights located for maximum illumination.
   e. Provide a stairway with railing, built to meet the International Building Code, if there is more than 12-inch difference in floor entry and existing ground elevation.

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

644-3.01 METHOD OF MEASUREMENT. Add the following items:

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

Storage Container. By the number of storage containers specified, to including components, installed and accepted as completed units and ready for materials and equipment storage.
E44(01/27/07)

Special Provisions

644-3.01 METHOD OF MEASUREMENT. Delete the third paragraph and substitute the following:

Vehicle. For each vehicle provided. If a replacement vehicle is necessary, no additional measurement will be made. (02/03/03)R245USC

Standard Modification

644-4.01 BASIS OF PAYMENT. Add the following items:

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

1. A percentage of the lump sum amount, to be determined by the Engineer, will be paid as full compensation for furnishing the facility at the site.

2. The balance of the lump sum amount will be prorated over the anticipated active construction period with a portion included as part of each interim payment, for maintenance, repairs, providing all utilities, and for removing it from the site. If anticipated construction period changes, the final increment will be held until final payment.

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

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

Add to Pay Items:

Pay Item No.	Pay Item	Pay Unit
644(15)	Nuclear Testing Equipment Storage Shed	Each
644(16)	Storage Container	Each

E44(01/27/07)

Special Provisions

644-4.01 BASIS OF PAYMENT. Add the following: Long distance calls made by State personnel and the Internet service provider will be paid by the State. Local calls and connection fees shall be paid by the Contractor.

Electricity, propane, and water supplied for the State provided portable asphalt lab will not be paid for separately, but will be subsidiary to Item 644(2) Field Laboratory. (01/11/07)R63USC

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
644(8)	Vehicle	Each

SECTION 646

CPM SCHEDULING

Special Provisions

646-2.01 SUBMITTAL OF SCHEDULE. Replace this subsection with the following: Submit a detailed initial CPM Schedule at the preconstruction conference for the Engineer's acceptance as set forth below.

The construction schedule for the entire Project shall not exceed the specified contract time. Allow the Engineer 14 days to review the initial CPM Schedule. Revise promptly. The finalized CPM Schedule must be completed and accepted before beginning work on the Project.

646-3.01 REQUIREMENTS AND USE OF SCHEDULE. Delete item 2. 60-Day Preliminary Schedule.

Delete the first sentence of item 3. Schedule Updates. and substitute the following: Hold job site progress meetings with the Engineer for the purpose of updating the CPM Schedule. Meet with the Engineer monthly, or as deemed necessary by the Engineer. (12/13/02)R261M98

Add the following Section:

SECTION 647

EQUIPMENT RENTAL

Special Provisions

647-1.01 DESCRIPTION. This item consists of furnishing construction equipment, operated, fueled and maintained, on a rental basis for use in construction of extra or unanticipated work at the direction of the Engineer. Construction equipment is defined as that equipment actually used for performing the items of work specified and shall not include support equipment such as, but not limited to, hand tools, power tools, electric power generators, welders, small air compressors and other shop equipment needed for maintenance of the construction equipment.

The work is to be accomplished under the direction of the Engineer, and the Contractor's operations shall at all times be in accordance with the Engineer's instructions. These instructions by the Engineer shall be to the Contractor's supervisory personnel only, not to the operators or laborers. In no case shall these instructions by the Engineer be construed as making the Department liable for the Contractor's responsibility to prosecute the work in the safest and most expeditious manner.

647-2.01 EQUIPMENT FURNISHED. In the performance of this work, the Contractor shall furnish, operate, maintain, service, and repair equipment of the numbers, kinds, sizes, and capacities set forth on the Bid Schedule or as directed by the Engineer. The operation of equipment shall be by skilled, experienced operators familiar with the equipment.

The kinds, sizes, capacities, and other requirements set forth shall be understood to be minimum requirements. The number of pieces of equipment to be furnished and used shall be, as the Engineer considers necessary for economical and expeditious performance of the work. The equipment shall be used only at such times and places as the Engineer may direct.

Equipment shall be in first class working condition and capable of full output and production. The minimum ratings of various types of equipment shall be as manufactured and based on manufacturer's specifications. Alterations will not be considered acceptable in achieving the minimum rating. Equipment shall be replaced at any time when, in the opinion of the Engineer, their condition is below that normal for efficient output and production.

Equipment shall be fully operated, which shall be understood to include the operators, oilers, tenders, fuel, oil, air hose, lubrication, repairs, maintenance, insurance, and incidental items and expenses.

647-2.02 EQUIPMENT OPERATORS AND SUPERVISION PERSONNEL. Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its capacity. Personnel furnished by the Contractor shall be, and shall remain during the work hereunder, employees solely of the Contractor.

The Contractor shall furnish, without direct compensation, a job superintendent or Contractor's representative together with such other personnel as are needed for Union, State, or Federal requirements and in servicing, maintaining, repairing and caring for the equipment, tools, supplies, and materials provided by the Contractor and involved in the performance of the work. Also, the Contractor shall furnish, without direct compensation, such transportation as may be appropriate for the personnel.

647-3.01 CONSTRUCTION REQUIREMENTS. The performance of the work shall be according to the instructions of the Engineer, and with recognized standards and efficient methods.

The Contractor shall furnish equipment, tools, labor, and materials in the kinds, number, and at times directed by the Engineer and shall begin, continue, and stop any of the several operations involved in the work only as directed by the Engineer.

Normally, the work is to be done when weather conditions are reasonably favorable, 6 days per week, Mondays through Saturdays, holidays excepted.

The Engineer will begin recording time for payment each shift when the equipment begins work on the project. The serial number and brief description of each item of equipment listing in the bid schedule and the number of hours, or fractions thereof to the nearest one quarter hour, during which equipment is actively engaged in construction of the project shall be recorded by the Engineer. Each day's activity will be recorded on a separate sheet or sheets, which shall be verified and signed by the Contractor's representative at the end of each shift, and a copy will be provided to the Contractor's representative.

647-4.01 METHOD OF MEASUREMENT. The number of hours of equipment operation to be paid for shall be the actual number of hours each fully operated specified unit of equipment, or each fully operated specified combination of units of equipment, is actually engaged in the performance of the specified work on the designated areas in accordance with the instruction of the Engineer. The pay time will not include idle periods, and no payment will be made for time used in oiling, servicing, or repairing of equipment, or in making changeovers of parts to the equipment. Travel time to or from the project, will not be authorized for payment.

647-5.01 BASIS OF PAYMENT. Payment for Item 647(1) Wide Pad Dozer, 65 hp Minimum will be paid on a contingent sum basis at the rate of $125/hour on a per hour basis at the rate shown on the bid schedule. This shall be full compensation for furnishing, operating, maintaining, servicing and repairing the equipment, and for incidental costs related to the equipment. Furnishing and operating of equipment of heavier type, larger capacity, or higher wattage than specified will not entitle the Contractor to any extra compensation.

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
647(1)	Wide Pad Dozer, 65 hp Minimum	Contingent Sum

(08/24/05)R15USC

SECTION 701

HYDRAULIC CEMENT

Standard Modification

701-2.01 PORTLAND CEMENT. After: "Meet AASHTO M 85" add: or ASTM C 150 E45(01/27/07)

SECTION 703

AGGREGATES

Special Provisions

703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE. Under Table 703-1, modify Degradation Value for Surface Course to the following:

25, min.

703-2.07 SELECTED MATERIAL. Add the following item:

4. Shot Rock. Can be either Selected Material Type A or shot rock. Shot rock used in the construction of the embankment shall be well graded with a maximum size of 16-inch diameter and no more than 10 percent passing the No. 4 sieve by weight. Shot rock embankment shall be free draining rock material obtained from a rock quarry by means of blasting or ripping.

(02/28/07)BEESC

SECTION 724

SEED

Special Provisions

724-2-02. MATERIALS. Delete Table 724-1 and substitute with the following:

TABLE 724-1
SEED REQUIREMENTS

Species	Sproutable Seed*, %, Min.
Arctared Red Fescue	78
Egan American Sloughgrass	67
Norcoast Bering Hairgrass	71
Nortran Tufted Hairgrass	71
Wainwright Slender Wheatgrass	88
Alyeska Polargrass	71
Bluejoint	71
Tilesy Sagebrush	71
Tundra Glaucous Bluegrass	76
Gruening Alpine Bluegrass	72
Nugget Kentucky Bluegrass	76
Beach Wildrye	70
Annual Ryegrass	76
Perennial Ryegrass	76

* Sproutable Seed is the mathematical product of Germination and Purity.

(01/27/07)R52USC

SECTION 730

SIGN MATERIALS

Special Provisions

730-2.04 SIGN POSTS. Add the following item:

7. Structural Tubing and W-Shape Beams.

   a. Structural tubing shall conform to either ASTM A500, grade B, or ASTM A501. The tubing shall be square and of the dimensions called for in the Plans with 0.2-inch thick walls. 0.4-inch diameter holes shall be drilled as required to permit mounting of the sign.

   b. W-shape beams shall conform to ASTM A36.

   c. Structural tubing and W-shape beams shall be hot dip galvanized according to 1.b. of this subsection. Damaged and abraded tubes and beams shall be repaired according to 1.c. of this Subsection. (06/22/04)R81USC04