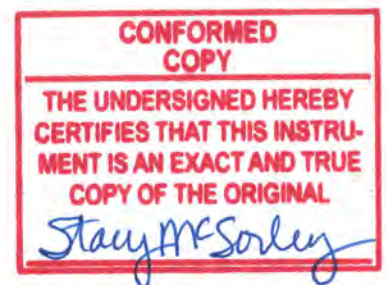


**State of Alaska
Department of Transportation
&
Public Facilities
Northern Region**

AWARDED 04/17/2020



**QAP
FIVE ADDENDA**

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

**Richardson Highway MP 159-167
Reconstruction
Project No. 0713013/Z6225300000**

BASIC BID

To be used in conjunction with State of Alaska Standard Specifications for Highway Construction dated 2017 and the Plans for the above referenced project.

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(Federal-Aid Highways)

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ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 1
<u>Addendum No.</u> 5	<u>Date Addendum Issued</u> March 24, 2020
<u>Project Name:</u> Richardson Highway MP 159-167 Reconstruction	
<u>Project No.:</u> 0713013/Z622530000	

THE PLANS ARE MODIFIED AS FOLLOWS:

MAKE THE FOLLOWING PEN & INK CHANGES:

SHEET G1: Add the following to the Approach Summary table:

APPROACH SUMMARY									
Approach	Centerline Station	LT	RT	Skew Angle (DEG)	Width (FT)	Radius (FT)	Approach Length (FT)	639(3) Approach	Remarks
Haggard Creek Turnout	1648+00	X						X	See Sheet G4
Turnout	1725+00		X					X	See Sheet G4

ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 1
<u>Addendum No.</u> 4	<u>Date Addendum Issued</u> March 16, 2020
<u>Project Name:</u> Richardson Highway MP 159-167 Reconstruction	
<u>Project No.:</u> 0713013/Z622530000	

THE STANDARD SPECIFICATIONS ARE MODIFIED AS FOLLOWS:

643-3.02 ROADWAY CHARACTERISTICS DURING CONSTRUCTION. Add the following: Once work has begun on one lane of a segment, a continuous construction effort shall be made until the segment is open to two lanes of traffic.

The Contractor may fully close the road during rock excavation from Monday to Friday 12 A.M. to 6 A.M. up to 4 weeks (or up to 20 accumulated days, excluding legal holidays). When feasible, coordinate work to minimize the days of closures necessary. Closures shall be limited to 6 hours in length and must comply with public notice requirements set out in Subsection 643-3.03. Closures must be scheduled and notice given 14 days in advance. The Road Closure TCP must be approved by the Engineer before the Contractor may provide public notification of the road closure.

Access for over width/weight vehicles through the project will be provided by the Contractor when a 24 hour notification and a 2 hour notification is provided by commercial vehicle operators. Contact (MSCVE) Measurement, Standards & Commercial Vehicle Enforcement Permit Officer at (800) 478-7636 or (907) 365-1200, provide MSCVE Permit Officer with a schedule of the approved closures and restrictions (14) days prior to implementation and keep MSCVE Permit Officer and Project updated of any approved changes to schedule.

Coordinate construction operations with Copper River School District to ensure school bus routes are not delayed.

Provide Message board notification in Delta and Tok Cut-Off Junction at Gakona.

643-3.03 PUBLIC NOTICE. Delete the first paragraph in its entirety and substitute the following: The Worksite Traffic Supervisor shall give notices at least 14 days before major changes, delays, lane restrictions, or road closures to the following officials, transportation organizations and business, including but not limited to:

- Alaska Trucking Association
- Alaska Carriers Association
- Alaska State Troopers - Delta Junction
- Alaska State Troopers - Glennallen
- Alaska State Troopers - Valdez
- Alyeska Pipeline Service Co.
- BLM Glennallen Visitor Center
- DOT&PF Tazlina M&O
- Division of Measurement Standards
- Local Fire Department
- Local Emergency Medical Services
- Local Media (newspapers, radio, television)
- U.S. Postal Service
- Major Tour Operations

ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 1
<u>Addendum No.</u> 3	<u>Date Addendum Issued</u> March 16, 2020
<u>Project Name:</u> Richardson Highway MP 159-167 Reconstruction	
<u>Project No.:</u> 0713013/Z622530000	

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS:

Delete the Bid Forms in their entirety and substitute the revised Bid Forms identified as Attachment No. 1 to this Addendum.

THE SPECIAL PROVISIONS ARE MODIFIED AS FOLLOWS:

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. *Delete the second paragraph in its entirety and substitute the following:* Prior to seasonal shutdown, any portion of the roadway which has been disturbed by construction activities, carries the traveling public and does not have an asphalt surface shall be covered with 4" of Aggregate Base Course, Grading D-1. Un-paved disturbed roadway surfaces shall accommodate two 12-foot wide vehicle lanes with 6-foot wide shoulders for two-way traffic.

643-3.08 CONSTRUCTION SEQUENCING.

1. Detour. *Add the following:* Detours must be removed before project completion. Re-establish the natural topography in areas outside of the project improvement limits. Grade the detour area(s) to drain, matching surrounding topography in a neat acceptable condition, then seed disturbed areas.

644-2.05 VEHICLES. *Delete the second paragraph and substitute the following:* The State of Alaska is responsible for damage to any vehicle caused by its own negligent operation.

THE PLANS ARE MODIFIED AS FOLLOWS:

Delete Plan Sheet Nos. B1, B3, C1, C2, and T2 and substitute revised Plan Sheet Nos. B1, B3, C1, C2, and T2 identified as Attachment Nos. 2 through 6 to this Addendum.

INFORMATION TO BIDDERS

The following documents are available for inspection at Department of Transportation, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska and can be viewed at:

<https://www.bidx.com/ak/lettings>

- Revised Material Worksheet_031320.pdf.
- 2006 Rich 159-173 Final Wetland Report.pdf
- Test Hole 13-5 temperatures.pdf

Addendum Cover Page

Proposal Descr:	Richardson Highway MP 159 - 167 Reconstruction		
Program Number:	Z622530000	Addendum No.:	02
Federal Number:	0713013	Date Issued:	March 10, 2020
Letting Date/Time:	03/26/2020 2:00 PM	Number of Pages:	1
Previous Addenda Issued:			
No.:	ADD01	Date Issued:	March 10, 2020
		Issuing Officer:	Ryan F. Anderson, P.E. - Northern Region Director
		Email:	nrdotpfcontracts@alaska.gov
		Address:	Department of Transportation & Public Facilities 2301 Peger Road Fairbanks, AK, 99709

Bidders are required to acknowledge receipt of this addendum prior to the hour and date set for the bid letting by one of the following methods:

- (a) By acknowledging receipt of this addendum on the bid submitted.
- (b) By fax or email, listed above, which includes a reference to the project and addendum number.

The bid documents require acknowledgement individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any bid received without acknowledgement of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by fax or email, provided such a fax or email, makes reference to this addendum and is received prior to the opening hour and date specified above. In the event of a bid delay, bidders submitting an electronic bid that have already submitted their bid prior to the bid delay must resubmit their bid utilizing all Bid Forms EBSX Files or their bid will not be received.

The Letting Date is hereby delayed until March 26, 2020.

ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 3
<u>Addendum No.</u> 1	<u>Date Addendum Issued</u> March 10, 2020
<u>Project Name:</u> Richardson Highway MP 159-167 Reconstruction	
<u>Project No.:</u> 0713013/Z622530000	

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS:

Delete the Bid Forms in their entirety and substitute the revised Bid Forms identified as Attachment No. 1 to this Addendum.

THE STANDARD SPECIFICATIONS ARE MODIFIED AS FOLLOWS:

643-3.02 ROADWAY CHARACTERISTICS DURING CONSTRUCTION. Add the following:

Shot Rock Embankments: The use of shot rock in embankment construction does not relieve the Contractor from providing a smooth and even surface for the traveling public at all times. Additional manipulation and/or breaking down of the rock prior to routing traffic on to the embankment shall be considered subsidiary. Traffic Price Adjustment will apply if at any time the traffic is routed to an embankment that in the opinion of the Engineer is not of adequate smoothness.

643-3.04 TRAFFIC CONTROL DEVICES. Delete numbered paragraph 8 in its entirety and substitute the following:

8. Portable Changeable Message Board Signs. Provide two (2) Portable Changeable Message Board Signs for the duration of the project, incorporating messages as directed by the engineer and from approved Traffic Control Plans.

643-3.08 CONSTRUCTION SEQUENCING. Add the following:

1. Detour. Design and construct one or multiple Detour(s) within the ROW limits to meet the requirements on the plans for routing traffic through the traffic control zone, as fit in the Contractor's construction phasing schedule and operation activities. Provide a smooth and even surface for the traveling public at all times. Protect and control traffic according to Section 643 and approved traffic control plan.

It is the contractor's responsibility to determine where and how many of detours are needed to accommodate the Contractor's means of construction of the project. Submit each Detour design to the Engineer for approval before it can be implemented.

643-5.01 BASIS OF PAYMENT.

1. Traffic Maintenance. Add the following: The two Portable Changeable Message Board signs required in 643-3.04 are subsidiary to Item 643.0002.0000 Traffic Maintenance. If more than two Portable Changeable Message Board signs are required at any one time, additional message boards will be paid for under 643.0025.0000 Traffic Control.

Add the following:

18. Detour. Payment for Item 643.0033.0000. The lump sum payment is full compensation for all design, surveying, labor, equipment, resources and materials to necessary to furnish, construct, repair, maintain, and remove detours. This includes all required clearing, excavation, backfill, stockpiling, double handling, borrow, Aggregate Base Course, disposal of excess or unsuitable material and compaction, temporary

culvert(s), dewatering, drainage diversions, reconstruction of driveways, removal and re-installation of roadway appurtenances such as signs, mailboxes, and driveway culverts.

Traffic control setup for each Detour consists of all traffic control devices, flaggers, pilot cars, portable traffic signals, portable concrete barriers, end treatments, and other items necessary to implement the TCP as submitted to and approved by the Engineer. Detour traffic control devices are paid under 643.0025.0000 Traffic Control.

Add the following pay item:

Pay Item	Pay Unit
643.0033.0000 Detour	Lump Sum

722-2.01 BRIDGE RAILING. Delete "Posts", "Anchor bolts", "Shims, plates, angles and sleeves" and substitute the following:

Posts	ASTM A709, Grade 50
Anchor bolts and rods	ASTM F3125, Grade A325 or ASTM A449, Type 1
Shims, plates, plate washers, angles and sleeves	ASTM A709, Grade 50

THE SPECIAL PROVISIONS ARE MODIFIED AS FOLLOWS:

202-3.06 RELOCATE STOCKPILE. Delete the last paragraph in its entirety and substitute the following: Submit survey developed post-relocated stockpile volumes with backup data and calculations to the Engineer. The Contractor should expect a loss of material between the pre and post stockpile volumes (floor loss). The Contractor must produce a volume of equivalent material equal to the difference between the two volumes.

202-5.01 BASIS OF PAYMENT.

1. Relocate Stockpile. Add the following: All work and resources required to produce, haul and place material for floor loss is subsidiary.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Delete the second paragraph in its entirety and substitute the following: Prior to seasonal shutdown, the roadway must have two 12-foot wide vehicle lanes with 6-foot wide shoulders for two-way traffic. Any portion of the roadway which has been disturbed by construction activities, carries the traveling public and does not have an asphalt surface shall be covered with 4" of Aggregate Base Course, Grading D-1.

THE PLANS ARE MODIFIED AS FOLLOWS:

Delete Plan Sheet Nos. A1, B1, B2, B3, B4, C1, C2, D1, E2, E10, F8, F9, F14, N13, T1 and substitute revised Plan Sheet Nos. A1, B1, B2, B3, B4, C1, C2, D1, E2, E10, F8, F9, F14, N13A, N13B, T1, T2 identified as Attachment Nos. 2 through 18 to this Addendum.

Addendum No. 1 Project Name: Richardson Highway MP 159-167 Reconstruction Project No.: 0713013/Z622530000	Page 3 of 3
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INFORMATION TO BIDDERS

The following documents are available for inspection at Department of Transportation, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska and can be viewed at:

<https://www.bidx.com/ak/lettings>

- Rich 159-167 Final PS&E Cross Sections. Delete cross section sheet number 13 and substitute with Cross Section Sheet 13
- Rich 159-167 Revised Quantity Computations Appendix A. Delete the Material Worksheet (1 page) and replace it with the Revised Material Worksheet (2 pages)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. Nat'l Ins Northeast 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Colaska, Inc. d/b/a QAP 240 W. 68th Avenue Anchorage AK 99518	E-MAIL ADDRESS:	CMeCertProduction@LibertyMutual.com
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: LM Insurance Corporation	33600
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 54491168

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Per Project Aggregate <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		TB2-631-004202-580	4/1/2020	4/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		AS2-631-004202-590	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5-631-004202-570	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Automobile Physical Damage: ** All Medium, Heavy, Extra Heavy ** All Private Passengers,			AS2-631-004202-590 and Trailer Types Pick Ups and Vans	4/1/2020	4/1/2021	Comp & Coll Deds: \$1,500 Comp & Coll Deds: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This is to certify that the policies described herein comply with all aspects of the insurance requirements for Richardson Highway MP 159-167 Reconstruction; Project No. 0713013/Z622530000. State of Alaska is named as additional insured. Waiver of Subrogation for W/C.

CERTIFICATE HOLDER

CANCELLATION

State of Alaska/DOT & PF
Project: Richardson Hwy MP 159-167
Reconstruction/ 62253
2301 Peger Road
Fairbanks, Alaska 99709

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diane Beaudoin

Diane Beaudoin

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

04/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Colaska Inc. dba QAP 240 W. 68th Avenue Anchorage, AK 99518	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Berkshire Hathaway Specialty Insurance Com</td><td>22276</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Berkshire Hathaway Specialty Insurance Com	22276	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Insurance Company	23035														
INSURER B: Berkshire Hathaway Specialty Insurance Com	22276														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W16114869**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0	Y	Y	TL2-631-510040-820	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	1st Excess Liability	Y	Y	47-XSF-302408-05	04/01/2020	04/01/2021	Each Occ./Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Richardson Highway MP 159-167 Reconstruction, Project No. 0713013/Z622530000

Excess policy is 'Follow Form' and is subject to all of the terms and conditions of the underlying policy(ies).

CERTIFICATE HOLDER**CANCELLATION**

State of Alaska/DOT & PF 2301 Peger Road Fairbanks, AK 99709	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>John O'Brien</i></p>
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Addendum

UNDERLYING POLICIES: The insurance policies underlying Excess Policy no. TL2-631-510040-820:

CARRIER	COVERAGE	POLICY NO.	TERM
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-720	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004202-580	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004090-600	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-780	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004090-870	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-720	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-509718-530	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004090-020	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-660	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004090-030	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004090-610	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004090-860	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-670	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-730	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-790	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004202-590	04/01/20 – 04/01/21

UNDERLYING POLICIES: The insurance policies underlying Excess Policy no. 47-XSF-302408-05:

Liberty Mutual Fire Ins Co	Excess Liability	TL2-631-510040-820	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004090-010	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004090-590	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004090-850	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-650	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-710	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-770	04/01/20 – 04/01/21
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004202-570	04/01/20 – 04/01/21

2. To the two lowest responsive and responsible bidders immediately after Contract award.

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

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

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

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

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

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

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

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

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

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

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

103-1.06 INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the Department covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide

protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (1) are permitted to transact the business of insurance in the State of Alaska under AS 21 and (2) have a financial rating acceptable to the Department. A certificate of insurance must be furnished to the Department prior to award. The certificate of insurance must provide for notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

1. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:
 - a. Waiver of subrogation against the State;
 - b. Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
 - c. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
 - d. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
 - e. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water.
2. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:
 - a. \$1,000,000 Each Occurrence;
 - b. \$1,000,000 Personal Injury;
 - c. \$2,000,000 General Aggregate; and
 - d. \$2,000,000 Products-Completed Operations Aggregate.
3. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.
4. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State of Alaska shall be named as an additional insured on policies required by items 2 thru 4 above. All of the above insurance coverages shall be considered to be primary and non-

SECTION 103

contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as an additional named indemnitee and as an additional insured.

The apparent low bidder shall furnish evidence of insurance to the Department before award of the Contract. The evidence shall be issued to the Department and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements;
5. Be executed by the carrier's representative; and
6. If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number). The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

The Department's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.

103-1.07 EXECUTION AND APPROVAL OF CONTRACT. The successful bidder shall execute and return the Contract Form and all other required documents to the Department within the time specified, or within 15 days after receipt by the bidder if no time is specified. A contract is awarded only after it has been signed by the Contracting Officer.

103-1.08 FAILURE TO EXECUTE CONTRACT. If the successful bidder fails to appropriately execute and return the Contract Form and other documents within time specified, as required above, the Department may cancel the intent to award and keep the bid guaranty. The Department will then, in its discretion, award the Contract to the next lowest responsive and responsible bidder or readvertise the work.

103-1.09 ORAL STATEMENTS. The written terms of the Contract are binding. No oral statement of any person shall, in any manner or degree, modify or otherwise affect, change, or amend the terms of the Contract.

103-1.10 INTEGRATED CONTRACT. This Contract is an integrated document and contains the complete agreement and understanding of the parties. There are no unwritten agreements or understandings between the parties. Changes ordered or agreed upon, Directives given, or

Alaska Business License #

281024

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

QAP

240 WEST 68TH AVENUE ANCHORAGE AK 99518

owned by

COLASKA, INC.

is licensed by the department to conduct business for the period

October 04, 2018 through December 31, 2020

for the following line of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Mike Navarre

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING**

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database
Download / Professional Licenses / License Details

LICENSE DETAILS

License #: CONE27495

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: QAP

Issue Date: 01/12/2001

Effective Date: 11/29/2018

Expiration Date: 12/31/2020

Mailing Address: ANCHORAGE, AK, UNITED STATES

Owners

Owner Name	Entity Number
COLASKA INC	52620D

Relationships

No Relationships Found

Designations

No Designations Found

Agreements/Actions/Accusations

No Agreements/Actions/Accusations Found

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DEVELOPMENT · EMAIL THE WEBMASTER



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION TO BID

for Construction Contract

Date February 25, 2020

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 17th day of March 2020**. On that date, the Department will assemble, open, and then publicly announce the timely-received bids at **Engineering Services Building, Room 4, 2301 Peger Road, Fairbanks, Alaska at 2:00 PM**, or as soon thereafter as practicable.

Location of Project: Gakona, Alaska

Contracting Officer: Ryan F. Anderson, P.E., Regional Director

Issuing Office: Northern Region DOT&PF

State Funded ☐

Federal Aid ☒

Description of Work:

Reconstruct the Richardson Highway between MP 159 and MP 167 and construct Haggard Creek Bridge #0576.

Project DBE Utilization Goal: ☒ Race-Neutral, Goal is N/A ☐ Race-Conscious, Goal is XX.X%

The Engineer's Estimate is between \$30,000,000 and \$40,000,000

All work shall be completed in N/A Calendar Days, or by **October 15, 2022**.

The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 50% of the contract and a performance bond in the amount of 50% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

Submission of Bidding Documents

Bidders may submit bidding documents electronically via the Department's approved online bidding service, through the mail or hand delivered. For mailed or hand delivered bids and for electronically submitted bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Bidding Documents for Project:
0713013/Z622530000
Richardson Highway MP 159-167
Reconstruction

ATTN: Chief of Contracts
State of Alaska
Department of Transportation & Public Facilities
2301 Peger Road
Fairbanks, Alaska 99709-5316

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: nrdotpfcontracts@alaska.gov or fax number: (907) 451-5390.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

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

NOTICE TO BIDDERS

Bidders must have a Vendor ID or your bid may not be accepted. More information can be obtained at the following website:
<http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf>

The following data may assist a bidder in preparing its bid:

- Quantity Calculations
- Cross Sections
- Geotechnical Reports
- Other applicable information

All supplemental information can be found under the letting for this project which may be selected using the following link:
<https://www.bidx.com/ak/lettings>

A bidder may obtain hard copy project plans and specifications for the price of \$100, from:

Engineering Services Building, Room 3

2301 Peger Road

Fairbanks, Alaska 99709

Phone: (907) 451-2247

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

If a bidder has a question relating to design features, constructability, quantities, or other technical aspects of the project, it may direct its inquiry to the questions and answers area of the Bid Express proposal page: <https://www.bidx.com/ak/lettings>

A bidder requesting assistance in viewing the project site must make arrangements at least 48 hours in advance.

The point of contact for inquiries for this project is **Guangyan Griffin, P.E.**

Email: guan.griffin@alaska.gov

Phone: (907) 451-5087

For questions relating to electronic bidding or for assistance with your Bid Express account, contact Bid Express customer support at customer.support@bidx.com or call toll free (888)352-BIDX(2439) Monday through Friday 7:00am to 8:00pm (Eastern).

A bidder may direct questions concerning bidding procedures and requirements to:

Construction Contracts Coordinator

Email: stacy.mcsorley@alaska.gov

Phone: (907) 451-2219

Other Information:

CROSS-REFERENCE FOR PAY ITEM NUMBERS

Pay item numbers in the Bid Schedule are cross-referenced to the pay item numbers in all other contract documents. The cross-reference for pay item numbers is included in the Estimate of Quantities table on the plans.

To report bid rigging activities call: 1-800-424-9071

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

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



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUIRED DOCUMENTS

Federal-Aid Contracts
(FHWA)

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

1. Bid Forms

- a. Bid Cover Sheet
- b. Bid Schedule
- c. Bid Attachments (as applicable)
 - There are no required attachments for this solicitation
- d. Addenda Acknowledgement
- e. Bidder's Acknowledgement and Certification

2. Bid Security

REQUIRED FOR BID MODIFICATIONS. Any bid revisions must be submitted by the bidder prior to bid opening. Use the following form to modify Manual (paper) bids:

3. Bid Modification (Form 25D-16)

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

1. Subcontractor List (Form 25D-5)
 2. Summary of Good Faith Effort Documentation (Form 25A-332A), and Contact Reports (Form 25A-321A)
 3. DBE Utilization Report (Form 25A-325C)
 4. Prime Contractor's Written DBE Commitment (Form 25A-326) for each DBE to be used on the project.
-

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

1. Construction Contract (Form 25D-10H)
2. Payment Bond (Form 25D-12)
3. Performance Bond (Form 25D-13)
4. Contractor's Questionnaire (25D-8)
5. Certificate of Insurance (from carrier)
6. EEO-1 Certification (Form 25A-304)
7. Training Utilization Report (Form 25A-311), and/or DOT&PF Training Program Request (Form 25A-310), if required
8. Material Origin Certificate (Form 25D-60)
9. Bidder Registration (Form 25D-6) Bidders must register annually with the Civil Rights Office in order to be eligible for award.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

FEDERAL EEO BID CONDITIONS

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

Authority and Guidelines.

The Alaska Department of Transportation & Public Facilities (Department), as a State Transportation Agency (STA), has authority under 23 U.S.C. 140 and its implementing regulations to conduct a compliance program addressing Equal Employment Opportunity (EEO) and Affirmative Action (AA) in employment on non-exempt federal and federally-assisted construction contracts that are awarded in the State of Alaska. The STA's authority to administer a contract compliance with Nondiscrimination, EEO and AA programs are authorized under 23 U.S.C., 49 U.S.C., Title VI of the Civil Rights Act of 1964, MAP-21 and implementing regulations. The provisions of 23 CFR 200 and 49 CFR 21 provide authority to determine, and where necessary obtain compliance with the nondiscrimination provisions of Title VI. Under the provisions of Title VI 23 USC and related regulations, including 49 CFR 21 and 26, and 23 CFR Part 200, 230 and 633, it is the STA's responsibility to ensure compliance with and to enforce on all projects of Federal-aid contractors and subcontractors, whether a particular contract or work-site involves Federal-aid funds or not.

These citations confirm the requirement for contractors to provide, and States to obtain information that ensure non-discrimination in employment on all of Federal and federally-assisted projects, and through these provisions, provide for EEO for minorities and women in all terms and conditions of their employment at all of their facilities and on all projects.

1. Definitions. As used in these specifications:

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

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve an equal representation of minority and female employment under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 5(a) through 5(p) of these specifications.
5. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Civil Rights Office's Contract Compliance Officer when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 5(b) above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female

employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-use toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 5(a) through 5(p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 5(a) through 5(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are

reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual EEO obligations, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

7. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation if a particular group is employed in a substantially disparate manner.
8. The Contractor shall not use the equal employment or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
9. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts.
10. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 5(a-p) above, so as to achieve maximum results from its efforts to ensure equal employment opportunities.
11. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
12. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
13. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
14. EEO/AA obligations are applicable to all of the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of equalizing minority and female employment percentages shall be a violation of the contract. Compliance with equal minority and female employment utilization will be measured against the total work hours performed.
15. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.
16. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

RICHARDSON HIGHWAY MP 159-167 RECONSTRUCTION; Project No. 0713013/Z622530000

Project Name and Number

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

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security.

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

Check as applicable: ☐ All Work on the above-referenced project will be accomplished without subcontracts

Or

☒ List all first tier Subcontractors as follows:

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED
ELP Engineering 2120 Tudor Hills Court Anchorage, AK 99507	BL 716508 DBE 9900694 907-349-9433	SWPPP
Advanced Blasting Services, LLC 281 S. Conquest Circle Wasilla, AK 99623	BL 310650 CL 31128 907-357-2900	203.0002.0000 640.0001.0000 Partial
Alaska Land Clearing, LLC P.O. Box 190909 Anchorage, AK 99519	BL 261138 CL 25965 907-243-6200	201.0001.0000
BUSH CONSTRUCTION SURVEYS P.O. BOX 876390 WASILLA, AK 99687	BL 176601 CL 19537 907-373-6996	642.0001,0013,2002.0000

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

General Manager

Title

QAP

Company Name

240 W. 68th Avenue, Anchorage, AK 99518

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

03/31/2020

Date

907-522-2211

Phone Number

2. What percent of the total value of this contract do you intend to subcontract? 20 %

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

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

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

C. EXPERIENCE

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

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

See Attachment B

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

See Attachment C

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

QAP

Name of Contractor



Signature

Todd Porter, General Manager

Name and Title of Person Signing

April 2, 2020

Date

ATTACHMENT A

QAP
CONTRACTOR'S QUESTIONNAIRE

April 2, 2020

Richardson Highway, MP 159-167 Reconstruction
Project No. 0713013/Z622530000

B. EQUIPMENT

1. List and describe the major equipment you have available for this work:

ITEM	QTY.	MAKE	MODEL	SIZE CAPACITY	PRESENT MARKET VALUE
Asphalt Plant	1	CMI	1900	350T/Hr.	\$800,000
Crushing Plant	1	Eljay		500T/Hr.	\$1,000,000
Loaders	3	CAT	962, 988, 980	7, 9, 5 CY	\$1,000,000
Loaders	5	CAT	980G	7 CY	\$1,500,000
Graders	3	CAT	16, 14	16'	\$500,000
Dozers	5	CAT	D10		\$750,000
Haul Truck	10	CAT	773	30 CY	\$1,000,000
Paving Machine	1	CAT	AP1055		\$500,000
Asphalt Rollers	3	CAT	C868, C864	10 Ton	\$150,000
Grader Rollers	3	Various		10 Ton	\$100,000

ATTACHMENT B

QAP
CONTRACTOR'S QUESTIONNAIRE

April 2, 2020

Richardson Highway, MP 159-167 Reconstruction
Project No. 0713013/Z622530000

C. EXPERIENCE

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

- Seward Hwy: Dimond Blvd. to Dowling Road
#CFHWY00162/0A31(057)
\$55,969,370.00
- Parks Hwy, MP 83-99 Rehabilitation
#PRKPAV2017
\$18,937,554.72
- Parks Hwy, MP 99-123.5 Rehabilitation
#CFHWY00092
\$13,727,979.00
- Glenn Hwy: S. Inner Springer Loop to W. Arctic Avenue
#. 0A15036/CFHWY00317
Glenn Hwy: S. Inner Springer Loop to W. Arctic Avenue Pathway
0A15035/CFHWY00316
\$36,616,095.00
- AMATS: Abbott Loop Road, Phase 2
#CFHWY00091
\$5,167,568.00
- ANC Runway 15/33 Rehabilitation
#Z5904900000
\$2,882,604.00
- Beaver Loop Road Improvements
#0001453/Z534560000
\$8,294,856.42
- Minnesota Drive
#CFHWY00106
\$14,387,307.15

ATTACHMENT C

QAP CONTRACTOR'S QUESTIONNAIRE

April 2, 2020

Richardson Highway, MP 159-167 Reconstruction
Project No. 0713013/Z622530000

C. EXPERIENCE

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

Lake Otis Parkway Surface Rehab Final 12/3/2012	Project #MGS-0001(354)/57433 Contract \$7,466,586.01
Tudor Road & Lake Otis Parkway Final 03/18/2013	Project # ARA-HPRL-0001(359)/58890 Contract \$8,796,568.65
Parks Hwy., MP 146-163 Final 09/12/2014	Project # IM-0A4-2(007)/54147 Contract \$15,321,030.24
ANC R/W 7R/25L, Phase I Final 10/31/2014	Project #AIP3-02-0016-129-2010/58540 Contract \$36,166,412.79
ANC R/W 7R/25L, Phase II Final: 10/27/2014	Project #AIP3-02-0016-142-2011/52405 Contract \$37,558,412.40
PARKS HWY: MP 35-40 Final: 10/23/2017	Project #0001(487)/56703&58571 Contract \$ 16,945,534.45
PARKS HWY: MP 123.5-146 Final: 10/23/2017	Project #0A42(009)/57700 Contract \$25,721,336.18
MULDOON RD. CHANNELIZATION Final: 10/23/17	Project #0544(020)/57341 Contract \$2,318,510.31
TUNUNAK AIRPORT RELOCATION Final: 10/23/17	Project #AIP 3-02-0486-001-2012/51791 Contract \$19,537,136.26
PARKS HWY, MP 192-194 Resurfacing Final: 01/09/18	Project #0A43022/60741 Contract \$2,076,086.00
PARKS HWY: MP 194 Broad Pass Final: 03/06/18	Project #REH-HHE-3(16)/Z612770000 Contract \$22,159,481.59
HSIP: Johns Road & Klatt Road Final: 09/28/18	Project #0001(457)/Z545990000 Contract \$4,598,943.95
Schrock Road Pavement Preservation Final: 01/21/19	Project #0001516/Z575280000 Contract \$9,616,430.35

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Bid Forms

Bid Cover Sheet

Letting ID: Z622530000_1
03/26/2020 02:00:00 PM

Proposal ID: Z622530000

Richardson Highway MP 159 - 167 Reconstruction

Project ID(s):
Z622530000

QAP

Company Name

240 W. 68th Avenue Anchorage 99518

Company Address

9075222211

Phone Number

cortega@colaska.com

Email

Bid Schedule

Line Number	Item Number	Quantity	Unit	Unit Bid Price	Amount Bid
Section 1					
Basic Bid					
10	201.0001.0000	136.00	ACRE	\$1,400.00	\$190,400.00
	Clearing				
20	201.0002.0000	53.50	ACRE	\$4,000.00	\$214,000.00
	Grubbing				
30	202.0017.0000	55.00	EACH	\$1.00	\$55.00
	Removal of Culvert Pipe				
40	202.2030.0000	1.00	LS	\$50,000.00	\$50,000.00
	Relocate Stockpile				
50	203.0002.0000	567000.00	CY	\$15.50	\$8,788,500.00
	Rock Excavation				
60	203.0003.0000	540000.00	CY	\$5.50	\$2,970,000.00
	Unclassified Excavation				
70	203.0009.0000	21700.00	SY	\$8.00	\$173,600.00
	Obliteration of Roadway				
80	205.0006.0000	1360.00	CY	\$50.00	\$68,000.00
	Structural Fill				
90	301.0001.00D1	45000.00	TON	\$20.00	\$900,000.00
	Aggregate Base Course, Grading D-1				
100	304.0001.000F	107000.00	TON	\$14.00	\$1,498,000.00
	Subbase, Grading F				
110	401.0001.002B	29900.00	TON	\$90.00	\$2,691,000.00
	HMA, Type II; Class B				
120	401.0004.5240	1800.00	TON	\$1.00	\$1,800.00
	Asphalt Binder, Grade PG 52-40				
130	401.0008.002B	152000.00	CS	\$1.00	\$152,000.00
	HMA Price Adjustment, Type II; Class B				
140	401.0009.0000	195000.00	CS	\$1.00	\$195,000.00
	Longitudinal Joint Density Price Adjustment				
150	401.0010.0001	325000.00	CS	\$1.00	\$325,000.00
	Pavement Smoothness Price Adjustment, Method 1				
160	401.0012.002B	270.00	TON	\$200.00	\$54,000.00
	HMA, Driveway, Type II; Class B				
170	401.0015.0000	243750.00	CS	\$1.00	\$243,750.00
	Asphalt Material Price Adjustment				
180	406.0001.0000	1.00	LS	\$25,000.00	\$25,000.00
	Rumble Strips				
190	501.0001.0000	1.00	LS	\$412,000.00	\$412,000.00
	Class A Concrete				
200	501.0007.0000	6.00	EACH	\$83,000.00	\$498,000.00
	Precast Concrete Member, 131'-0" Decked Bulb-Tee				
210	503.0001.0000	1.00	LS	\$97,500.00	\$97,500.00
	Reinforcing Steel				
220	503.0002.0000	1.00	LS	\$112,000.00	\$112,000.00

Epoxy-Coated Reinforcing Steel				
230	505.0005.2405	1174.00 LF	\$185.00	\$217,190.00
Furnish Structural Steel Piles, 2'-0" Dia. x 1/2" Pipe				
240	505.0006.2405	12.00 EACH	\$26,000.00	\$312,000.00
Drive Structural Steel Piles, 2'-0" Dia. x 1/2" Pipe				
250	507.0001.0002	348.00 LF	\$335.00	\$116,580.00
Steel Bridge Railing, 2-Tube				
260	508.0001.0000	1.00 LS	\$70,000.00	\$70,000.00
Waterproofing Membrane, Spray-Applied				
270	603.0001.0024	350.00 LF	\$120.00	\$42,000.00
CSP 24 Inch				
280	603.0001.0036	3404.00 LF	\$180.00	\$612,720.00
CSP 36 Inch				
290	606.0001.0000	1350.00 LF	\$26.00	\$35,100.00
W-Beam Guardrail				
300	606.0013.0000	4.00 EACH	\$3,100.00	\$12,400.00
Parallel Guardrail Terminal				
310	606.0016.0000	4.00 EACH	\$3,000.00	\$12,000.00
Transition Rail				
320	610.0001.0000	2120.00 CY	\$40.00	\$84,800.00
Ditch Lining				
330	611.0001.0001	1023.00 CY	\$50.00	\$51,150.00
Riprap, Class I				
340	611.0001.0002	960.00 CY	\$50.00	\$48,000.00
Riprap, Class II				
350	613.0002.0000	84.00 EACH	\$54.00	\$4,536.00
Culvert Marker Post				
360	615.0001.0000	63.20 SF	\$225.00	\$14,220.00
Standard Sign				
370	616.0002.0050	5.00 EACH	\$4,600.00	\$23,000.00
Thaw Pipe 1/2 Inch Diameter				
380	618.0002.0000	6800.00 LB	\$70.00	\$476,000.00
Seeding				
390	630.0002.0001	204600.00 SY	\$3.00	\$613,800.00
Geotextile, Stabilization, Class 1				
400	630.0003.0001	55500.00 SY	\$3.00	\$166,500.00
Geotextile, Reinforcement - Type 1				
410	631.0002.0001	4200.00 SY	\$4.40	\$18,480.00
Geotextile, Erosion Control, Class 1				
420	639.2000.0000	7.00 EACH	\$4,000.00	\$28,000.00
Approach				
430	640.0001.0000	1.00 LS	\$700,000.00	\$700,000.00
Mobilization and Demobilization				
440	640.0004.0000	1.00 LS	\$700,000.00	\$700,000.00
Worker Meals and Lodging, or Per Diem				
450	641.0001.0000	1.00 LS	\$8,000.00	\$8,000.00
Erosion, Sediment and Pollution Control Administration				
460	641.0003.0000	1.00 LS	\$95,000.00	\$95,000.00

Temporary Erosion, Sediment and Pollution Control					
470	641.0004.0000	50000.00	CS	\$1.00	\$50,000.00
Temporary Erosion, Sediment and Pollution Control Additives					
480	641.0006.0000	0.00	CS	\$1.00	\$0.00
Withholding					
490	641.0007.0000	1.00	LS	\$10,000.00	\$10,000.00
SWPPP Manager					
500	641.2001.0000	6230.00	CY	\$25.00	\$155,750.00
Rock Blanket					
510	642.0001.0000	1.00	LS	\$154,000.00	\$154,000.00
Construction Surveying					
520	642.0013.0000	60000.00	CS	\$1.00	\$60,000.00
Three Person Survey Party					
530	642.2002.0000	1.00	LS	\$6,000.00	\$6,000.00
Contractor-Furnished Cross Sections					
540	643.0002.0000	1.00	LS	\$429,000.00	\$429,000.00
Traffic Maintenance					
550	643.0023.0000	0.00	CS	\$1.00	\$0.00
Traffic Price Adjustment					
560	643.0025.0000	1000000.00	CS	\$1.00	\$1,000,000.00
Traffic Control					
565	643.0033.0000	1.00	LS	\$531,000.00	\$531,000.00
Detour					
570	644.0001.0000	1.00	LS	\$45,000.00	\$45,000.00
Field Office					
580	644.0002.0000	1.00	LS	\$30,000.00	\$30,000.00
Field Laboratory					
590	644.0003.0000	1.00	LS	\$7,000.00	\$7,000.00
Curing Shed					
600	644.0006.0000	1.00	LS	\$110,000.00	\$110,000.00
Vehicle					
610	644.0015.0000	1.00	EACH	\$5,500.00	\$5,500.00
Nuclear Testing Equipment Storage Shed					
620	645.0001.0000	2000.00	LH	\$1.00	\$2,000.00
Training Program, 4 Trainees / Apprentices					
630	646.0001.0000	1.00	LS	\$5,000.00	\$5,000.00
CPM Scheduling					
640	654.2006.0000	1.00	LS	\$45,000.00	\$45,000.00
Channel Realignment					
650	670.0001.0000	1.00	LS	\$41,000.00	\$41,000.00
Painted Traffic Markings					
660	802.2000.0000	90000.00	CS	\$1.00	\$90,000.00
Contaminant Soil Removal and Disposal, Meiers Lake Material Source					
Section 1 Total					\$26,897,331.00

Item Total	\$26,897,331.00
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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES

BID SCHEDULE INFORMATION

Richardson Highway MP 159 - 167 Reconstruction

Proposal ID: Z622530000

Bidders Please Note: Before preparing this Bid Schedule read carefully the Invitation to Bid.

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

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

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

Additional information, including the basis of award, can be found in the Specifications, Information to Bidders, General Provisions, and General Conditions, as applicable.

Conditioned or qualified bids will be considered nonresponsive.

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID ATTACHMENTS

Richardson Highway MP 159 - 167 Reconstruction

Proposal ID: Z622530000

It is the bidder's responsibility to ensure all documents required for this proposal per the Required Documents form have been attached. If submitting manually, all attachments must be printed and submitted with the bid. For multiple-project bid openings, if allowed by the specifications, bidders may attach the referenced statement to disqualify their successful bids. If attaching more than eight documents, combine all documents into one PDF and attach below. Scanned copies of a bid guaranty will not be accepted as an attachment to your electronic bid submittal and your bid will be found nonresponsive. A bid guaranty other than electronic bond verification through SurePathNetwork or Surety2000 with a valid Bond ID must be hand delivered or mailed to the designated regional contracts office and received before the time specified in the Invitation To Bid.

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES

ADDENDA ACKNOWLEDGMENT

Richardson Highway MP 159 - 167 Reconstruction

Proposal ID: Z622530000

An addendum is a clarification, correction, or change to the plans, specifications, or other documents in the bid package issued graphically or in writing by the Department after the advertisement but prior to bid opening.

The bidder can view, download, and print addenda from the AKDOT&PF's BidExpress Proposal page. The bidder is solely responsible for obtaining, reviewing, applying and acknowledging all addenda. Bidder's failure to acknowledge all addenda that the Department has issued for this advertisement may cause the Department to reject the bid as nonresponsive.

The Undersigned acknowledges receipt of the following addenda (give number and date of each).

Addendum Number: 1 **Date Issued:** 03 / 10 / 2020 (MM/DD/YYYY)

Addendum Number: 2 **Date Issued:** 03 / 10 / 2020 (MM/DD/YYYY)

Addendum Number: 3 **Date Issued:** 03 / 16 / 2020 (MM/DD/YYYY)

Addendum Number: 4 **Date Issued:** 03 / 16 / 2020 (MM/DD/YYYY)

Addendum Number: 5 **Date Issued:** 03 / 24 / 2020 (MM/DD/YYYY)

Addendum Number: **Date Issued:** / / (MM/DD/YYYY)

Addendum Number: **Date Issued:** / / (MM/DD/YYYY)

Addendum Number: **Date Issued:** / / (MM/DD/YYYY)

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Addendum Number: **Date Issued:** / / (MM/DD/YYYY)

Addendum Number: **Date Issued:** / / (MM/DD/YYYY)

Additional Addenda Acknowledgment (if required): [Addendum XX, MM/DD/YYYY]

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BIDDER'S ACKNOWLEDGMENT & CERTIFICATION

Richardson Highway MP 159 - 167 Reconstruction

Proposal ID: Z622530000

The undersigned bidder acknowledges that:

1. It has carefully examined the bid package; the Department has afforded the bidder sufficient opportunity to examine the site of the work; it is familiar with regulatory and construction-related code requirements that may affect cost, progress, and performance of the work; and it possesses sufficient information to formulate its bid for performance of the project according to the terms and conditions of the bid package;
2. The quantities, where specified in the bid schedule or on the plans for this project, are approximate only and subject to increase or decrease and the undersigned bidder is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the bid package;
3. If the Department accepts its bid, the bidder will execute the advertised contract and provide required bonds within the time and in the amount specified in the Invitation to Bid; if the bidder fails to do so, it further agrees that it will forfeit its bid bond to the Department as liquidated damages and that the Department may award the contract to another bidder;
4. If the Department awards the bidder the advertised contract, the bidder will furnish and deliver all materials and do all work and labor required for the timely completion of the project according to the plans and specifications and for the amount and prices stated in its bid schedule, which is made a part of this bid; and
5. In a matter relating to a procurement or a contract claim, it is unlawful for a person to make a misrepresentation to the State through a trick, scheme, or device. AS 36.30.687.

By applying my signature below, I certify under penalty of perjury that:

1. The undersigned bidder has not made a misrepresentation to the Department in connection with this procurement;

2. Consistent with 2 AAC 12.800, the undersigned bidder has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. This bidder, its employees, and its agents have not divulged the contents of this proposal to any person who is not an employee or agent of the bidder or the surety furnishing bond(s) for bidder on this project; nor will they divulge such contents before the Department's public opening of bidder's proposal; and

3. I am the duly appointed representative of the undersigned bidder, who has authorized and empowered me to legally bind it concerning this bid proposal.

QAP

Company Name

240 W. 68th Avenue Anchorage 99518

Company Address

9075222211

Phone Number

cortega@colaska.com

Email

Todd H. Porter

Signature

Todd Porter, General Manager

Printed Name and Title

03 / 26 / 2020 (MM/DD/YYYY)

Date

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID GUARANTY

Richardson Highway MP 159 - 167 Reconstruction

Proposal ID: Z622530000

Submitting Electronic bond verification

Bond ID: 5BJS-7HTB-WYG8-KNQV

Surety Registry Service: SurePathNetwork

If submitting a paper bid bond, use the Bid Bond Form (25D-14) included in the proposal bid package.

A bid guaranty other than electronic bond verification through SurePathNetwork or Surety2000 with a valid Bond ID must be hand delivered or mailed to the designated regional contracts office and received before the time specified in the Invitation To Bid.

The Bond Goal below is the minimum mandatory requirement.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

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

QAP

Company Name

240 W. 68th Avenue, Anchorage, AK 99518

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

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

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

Twenty Six Million, Eight Hundred Ninety-Seven Thousand, Three Hundred Thirty-One & NO/100 Dollars

(\$26,897,331.00-----), and such other items as are mentioned in the original Bid, which Bid and prices named,

together with the Contract Documents are made a part of this Contract and accepted as such. *The Alaska Standard Specifications for Highway Construction, 2017 Edition* is incorporated by reference and made a part hereof as if set forth in full. *The Alaska Standard Specifications for Highway Construction* can be downloaded at <http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>.

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **OCTOBER 15, 2022** or within N/A calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover **Three Thousand and NO/100-----** dollars **(\$3,000.00-----)** per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ 13,448,665⁵⁰ Payment Bond, and \$ 13,448,665⁵⁰ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

CONTRACTOR

QAP

Company Name

Signature of Authorized Company Representative

Todd Porter, General Manager

Typed Name and Title

April 2, 2020

Date



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Signature of Contracting Officer

Ryan F. Anderson, P.E.

Typed Name

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. 015209779

For

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That **QAP**

of **240 W. 68th Avenue, Anchorage, AK 99518** as Principal,

and **Liberty Mutual Insurance Company**

of **175 Berkeley Street, Boston, MA 02116** as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

Thirteen Million, Four Hundred Forty-Eight Thousand, Six Hundred Sixty-Five & 50/100--- Dollars

(\$13,448,665.50-----) good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the 17th of April A.D., 2020, for construction of the above-referenced project, said work to be done according to the terms of said contract.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Hartford, CT, this 13th day of April A.D., 2020.

Principal: **QAP**

Address: **240 W. 68th Avenue, Anchorage, AK 99518**

By: 

Contact Name: **Todd Porter, General Manager**

Phone: (907) **522-2211**

Surety: **Liberty Mutual Insurance Company**

Address: **175 Berkeley Street, Boston, MA 02116**

By:  **Donna M. Planeta, Attorney-in-Fact**

Contact Name: **Saykham Chanthasone**

Phone: (860) **241-4424**

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

Ryan F. Anderson, P.E.

Alaska Department of Transportation & Public Facilities Authorized Representative

4/17/2020
Date

See Instructions on Reverse

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. 015209779

For

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That **QAP**
of **240 W. 68th Avenue, Anchorage, AK 99518** as Principal,
and **Liberty Mutual Insurance Company**
of **175 Berkeley Street, Boston, MA 02116** as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

Thirteen Million, Four Hundred Forty-Eight Thousand, Six Hundred Sixty-Five & 50/100-- Dollars
(~~\$13,448,665.50~~) good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the 17th of April
A.D., 2020, for construction of the above-named project, said work to be done according to the terms of said contract.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Hartford, CT,
this 13th day of April A.D., 2020.



Principal: **QAP**

Address: **240 W. 68th Avenue, Anchorage, AK 99518**

By: [Signature]

Contact Name: **Todd Porter, General Manager**

Phone: (907) **522-2211**

Surety: **Liberty Mutual Insurance Company**

Address: **175 Berkeley Street, Boston, MA 02116**

By: [Signature] **Donna M. Planeta, Attorney-in-Fact**

Contact Name: **Saykham Chanthasone**

Phone: (**860**) **241-4424**

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

Ryan F. Anderson, P.E.

Alaska Department of Transportation & Public Facilities Authorized Representative

4/17/2020
Date

See Instructions on Reverse

INSTRUCTIONS

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202409-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Bryan M. Caneschi, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Kristopher Pisano, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba, Jynell Marie Whitchcad

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of April, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums.....	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense	21,532,853,787
*Other Bonds.....	12,645,608,792	Funds Held Under Reinsurance Treaties.....	507,868,920
*Stocks	16,385,435,431	Reserve for Dividends to Policyholders.....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums.....	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities	4,117,460,075
Other Admitted Assets.....	11,957,106,292	Total	\$34,292,195,090
Total Admitted Assets.....	<u>\$51,103,579,523</u>	Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus.....	6,723,636,983
		Surplus to Policyholders	16,811,384,434
		Total Liabilities and Surplus	<u>\$51,103,579,524</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID BOND

For

Z622530000

Richardson Highway MP 159-167 Reconstruction

Project Name and Number

BVN No. 5BJS-7HTB-WYG8-KNQV

DATE BOND EXECUTED: March 11, 2020

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

QAP

240 W 68th Avenue

Anchorage, AK 99518

☐ Individual
☐ Joint Venture

☐ Partnership
☒ Corporation

STATE OF INCORPORATION: AK

SURETY(IES) (Name and business address):

A.

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

B.

C.

PENAL SUM OF BOND: 5%

Five Percent of Amount Bid

DATE OF BID: March 17, 2020

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

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

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


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

PRINCIPAL QAP

Signature(s)	1.	2.	3.
	N/A Electronic Bid Bond		
Name(s) & Title(s) (Typed)	1.	2.	3.
			Corporate Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

Surety A	Name of Corporation Liberty Mutual Insurance Company	State of Incorporation MA	Liability Limit \$1,289,139,000.00
Signature(s)	1. See Attached Digital Signature	2.	
Name(s) & Titles (Typed)	1. Donna M Planeta, Attorney-in-Fact	2.	

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

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

INSTRUCTIONS

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Donna M Planeta of the city of New York, state of NY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: QAP

Obligee Name: State of Alaska

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



MATERIAL ORIGIN CERTIFICATE

Federal-Aid Highway Contracts

Richardson Highway MP 159-167 Reconstruction,

Project Name and Number: **0713013/Z622530000**

FOREIGN MANUFACTURED PRODUCTS ¹	COUNTRY OF ORIGIN	COST ²
None		

I certify under penalty of law that all steel and iron products to be furnished for this project are manufactured in the United States, and comply with the requirements of 23 CFR 635.410 and Contract subsection 106-1.01, Buy America Provisions; except for those foreign manufactured products that are listed on this page or on a separate and clearly identified attachment.³ The term "manufactured in the United States" is defined in Contract subsection 106-1.01, Buy America Provision.

I certify that I have knowledge that submitting false statements and/or information may result in civil and criminal penalties.

A handwritten signature in blue ink, appearing to be "Todd Porter", is written over a horizontal line.

Authorized Corporate Signature

Todd Porter

Printed Name

General Manager

Position Title

April 2, 2020

Date

QAP

Contractor's Company Name

Form 25D-60 Instructions:

1. Enter "NONE" on the first line if there are no exceptions.
2. Invoice cost for foreign manufactured products as delivered to the project including freight.
3. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate, the Contractor shall submit an updated Material Origin Certificate. The Department of Transportation and Public Facilities shall not accept or approve any Material Origin Certificate over the limit specified in the contract.
4. Attach additional complete form sheets if necessary to include more than one page of products.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

EEO-1 CERTIFICATION

Federal-Aid Contracts

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

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

PLEASE CHECK APPROPRIATE BOXES

The ☒ Bidder ☐ Proposed Subcontractor hereby CERTIFIES:

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

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

☒ NO (go to PART B)

☐ YES (go to PART C)

Instructions and blank Standard Report Form 100 may be obtained by contacting:

EEOC - Surveys Division
131 M Street, NE - Room 4SW22G
Washington, D.C. 20507
Telephone number: (877)392-4647 or (866)286-6440

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

☐ NO

☒ YES

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

PART C.

Signature of Authorized Company Representative

General Manager

Title

QAP

Company Name

240 W. 68th Avenue, Anchorage, AK 99502

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

April 2, 2020

Date

(907) 522-2211

Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

TRAINING UTILIZATION REPORT
Federal-Aid Highway Contracts

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

Training Program Special Provision, Section 645 specifies the number of minorities and/or women to be trained and the number of hours of training to be provided under this Contract; the Contractor may train non-minority males in compliance with Section 645, but only if documentation of good faith efforts has been submitted to, and approved by, the Engineer, prior to the employment of such non-minority male(s). Good faith efforts, at a minimum, must be as extensive as the recruitment efforts listed in the EEO Bid Conditions (Form 25A-301).

The number of individuals to be trained under this Contract is 4.

The number of hours of training to be provided is 2000.

This Training Special Provision implements 23CFR 230, Subpart A, Appendix B. Contractors can use either training programs approved by the U.S. Department of Labor, Office of Apprenticeship (USDOL/OA), or training programs approved by DOT&PF. The Contractor must complete this form indicating the type of training to be provided, the number of individuals to be trained in each trade or job classification, the number of hours of training to be provided,³ and the anticipated training start date.

1. **To be completed by Contractors using USDOL/OA Training Programs:** Indicate below the number of apprentices, total number of hours, type of training, and anticipated start dates for each craft selected:

APPROVED CRAFTS, CERTIFICATION NUMBERS AND JURISDICTIONAL AREAS

STATEWIDE JURISDICTION				SOUTH OF THE 63° PARALLEL			
Craft/Cert Number	No. of Appr.	No. of Hrs.	Start Date	Craft/Cert Number	No. of Appr.	No. of Hrs.	Start Date
Asbestos Worker #90032				Carpenter #74032			
Bricklayer #85040				Painter #72820			
Cement Mason & Plasterer #78533				Pipefitter #72586			
Electrician #81299				Plumber #83534 ¹			
Ironworker #76779				Sheetmetal Worker #74072			
Op. Engineer #X90349	2	1,000	w/in 30 days of NTP	Other #			
Roofer #X90317				NORTH OF THE 63° PARALLEL			
Piledriver ² (3/30/75)				Carpenter #47990			
Camp Culinary ² (4/25/74)				Painter #77750			
Laborer #XAK92T017	2	1,000	w/in 30 days of NTP	Fitter/Plumber #75055			
Other #				Sheetmetal #76781			
Other #				Other #			
				Other #			

1. Juneau Jurisdictional area is #83534 and Anchorage area is #72586.
2. U.S. DOL does not assign Certification numbers to these training programs. Only approval dates.
3. The total number of hours of training shall equal the hours of training shown in the Bid Schedule, Pay Item 645(1).

2. To be completed by Contractors using DOT&PF training programs: Indicate below the type of training, number of trainees, number of hours of training (500 hours per trainee), and anticipated start dates.

Job Classification	No. Trainees	Total No. Hrs.	Anticipated Start Date(s)

3. To be completed by all Contractors as part of the Contractor's EEO affirmative action program, the Contractor certifies that all training will be provided by the Contractor as stated in items 1 OR 2 above, in accordance with Training Program Special Provision, Section 645.

QAP

Company Name

240 W. 68th Avenue, Anchorage, AK 99518

Company Address

Christine M. Ortega, EEO Officer

Point of Contact

cortega@colaska.com / 907-522-2211

E-mail / Phone Number



April 2, 2020

Signature of Authorized Company Representative

Date

To be completed by the DOT&PF OJT Coordinator prior to contract award:

Training Program(s) approve for this Project and Date Approved:

Training Program	Trainee (s) / Apprentice (s)	Hours	Date Approved
Operating Eng.	2 Apprentices/Trainees	1,000 @ 500/	04-13-2020
Laborer	2 Apprentices/Trainees	1,000 @ 500/	04-13-2020

Signature of DOT&PF OJT Coordinator

04-13-2020

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

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

Richardson Highway MP 159-167 Reconstruction, 0713013/Z622530000

Project Name and Number

The undersigned hereby certifies on behalf of the bidder that:

- A. It ☐ is ☒ is not a DOT&PF certified DBE or DBE joint venture.
- B. The required good faith efforts (GFE) documentation is attached.
- C. Listed below are the **certified** DBEs to be used in this contract. Included are the firm name, bid items or portions of work to be performed by the item number, type of DBE credit claimed, and the creditable dollar amount to be counted toward the Department's overall DBE Utilization Goal.

FIRM NAME	BID ITEM, WORK, OR PRODUCT	SUBCONTRACT AMOUNT*	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT**
ELP Engineering, LLC	SWPPP	\$3,300.00	Sub	\$ 3,300.00
				\$
				\$
				\$
				\$
				\$

*or expenditure amount or fee/commission amount. ** (Subcontract amount x Creditable CUF % per 120-4.01).

If more room necessary, submit additional, signed copies of this form.

Total creditable DBE Utilization Amount \$ 3,300.00

Basic Bid Amount \$ 26,897,331.00

DBE Utilization as % of Basic Bid Amount 0.0123 %

Department's Overall DBE Utilization Goal*** 8.83 %

***This is the overall goal of the Department and is not a set DBE Goal specific to this contract.


Signature of Authorized Company Representative

QAP

Company Name
March 31, 2020

Date

General Manager

Title

240 W. 68th Avenue, Anchorage, AK 99518

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

(907) 522-2211

Phone Number



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

PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT

Federal-Aid Contracts

Richardson Highway MP 159-167 Reconstruction; Project No. 0713013/Z622530000

Project Name and Number

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

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

Name of DBE Firm: ELP Engineering

Street Address: 2120 Tudor Hills Court

Mailing Address: _____ City: Anchorage

State: Alaska Zip Code: 99515

Telephone Number: 907-344-9433 Fax number: Same

Description of the work that DBE firm will perform: SWPPP

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ 3,300.00

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

[Signature]
Prime Contractor Signature _____ Date _____

Elaine Pflugh
DBE Firm Signature _____ Date 03/31/20

Prime Contractor Firm: QAP

Address: 240 W. 68th Avenue

Anchorage, AK 99518

Telephone Number: 907-522-2211 Fax number: 907-344-7723

State of Alaska, Standard Specifications
for Highway Construction, Dated 2017 are
modified as follows:

STANDARD MODIFICATIONS

STANDARD MODIFICATIONS
Project No. 0713013/Z622530000
Richardson Highway MP 159-167
Reconstruction

SECTION 101 DEFINITIONS AND TERMS

07/01/18 (HSM18-1)

101-1.03 DEFINITIONS. Delete the definition for "BID" and substitute the following:

BID (OR PROPOSAL). The bidder's offer, on the prescribed forms, to perform the specified work at the prices quoted.

Add the following definitions:

BID FORMS. Department-furnished forms that a bidder must complete and submit when making a bid in response to an advertised project. Bid forms may include a bid schedule, certification forms, acknowledgment forms, and other documents.

DIGITAL SIGNATURE. An electronic signature that conforms to the Uniform Electronic Transactions Act, AS 09.80.010 et seq.

ELECTRONIC BID. A bid that a bidder (i) prepares on the Department's bid forms accessed through the Department's approved online bidding service and (ii) submits to the Department through use of that bidding service's online submittal process.

ELECTRONIC MAIL (EMAIL). A system for sending messages from one person to another via telecommunications links between computers or terminals using dedicated software.

MANUAL BID. A bid that a bidder (i) prepares on the Department's bid forms accessed either through the Department's approved online bidding service or obtained from the Department's Regional Contracts Office and (ii) submits to the Department in physical paper form by hand delivery, U.S. Mail, or courier service.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

07/01/18 (HSM18-1)

102-1.05 PREPARATION OF BID. Delete this subsection in its entirety and substitute the following: A bidder shall prepare its bid using either the Department approved bid preparation software or the Department provided bid forms or legible copies of the Department's forms. All entries shall be legible and in ink or type.

Bidders shall:

1. Enter all prices required on the Bid Schedule, in figures;
2. Enter a unit price for each contract item for which a quantity is given;
3. Enter the products of the respective unit prices and quantities in the column provided;
4. Enter lump sum prices for lump sum contract items in the column(s) provided; and
5. Enter the total amount of all contract items for the basic bid and, when specified, any alternates.

When a bid item contains a choice to be made by the bidder, the bidder shall indicate a choice according to the Specifications for that item. No further choice is permitted.

The bid must be signed in ink or by a digital signature by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer or agent with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

A bidder submitting an electronic bid agrees that its digital signature constitutes a binding signature.

The bidder shall make no claim against the Department in the event it is unable to submit its bid through approved online bidding service and/or approved online bidding service is unable to submit the bid(s) to the Department. The Department reserves the right to postpone the public bid opening in the event of technical problems.

For multiple-project bid openings, the bidder may limit the total dollar amount or number of projects to be accepted by completing and attaching the following statement with its bid for at least one of the projects. The Department will then determine which of the low bids it will accept, up to the total indicated.

"We wish to disqualify all of our successful bids at this bid opening which exceed the total of \$_____ or _____ contracts and hereby authorize the Department to determine which bids to disqualify, based on this limit."

102-1.06 NONRESPONSIVE BIDS. Delete this subsection in its entirety and substitute the following:

1. A bid shall be rejected as nonresponsive if it:
 - a. Is not properly signed by an authorized representative of the bidder and in a legally binding manner;
 - b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
 - c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award, except for an award limitation under Subsection 102-1.05;
 - d. Fails to include an acceptable bid guaranty with the bid;
 - e. Is materially unbalanced; or
 - f. Fails to meet any other material requirement of the Invitation To Bid.
2. A bid may be rejected as nonresponsive, in the Department's discretion, if it:
 - a. Is not typed or completed in ink;
 - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
 - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

102-1.07 BID GUARANTY. Delete this subsection in its entirety and substitute the following: Bids shall be accompanied by a bid guaranty in the amount specified on the Invitation To Bid. The guaranty shall be unconditionally payable to the State of Alaska and shall be in the form of an acceptable paper Bid Bond (Form 25D-14), an electronic bid bond acceptable to the Department and verified through its online bidding service, a certified check, a cashier's check, or a money order.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each paper Bid Bond (Form 25D-14).

An individual surety will not be accepted as a bid guaranty.

102-1.08 DELIVERY OF BIDS. Delete this subsection in its entirety and substitute the following: Bids shall be submitted electronically through the online bidding service, or shall be submitted in a sealed envelope. When bids are submitted in a sealed envelope, the envelope shall clearly indicate its contents and the designated address, as specified on the Invitation to Bid. Bids for other work may not be included in the envelope. In the event of a bid delay, electronic bidders that have already submitted their bid prior to the bid delay must resubmit their bid utilizing all Bid Forms EBSX Files or their bid will not be received.

The Department will not accept a bid submitted by email or fax unless specifically called for in the Invitation To Bid.

102-1.09 WITHDRAWAL OR REVISION OF BIDS. DELETE the subsection in its entirety and replace with the following: Manual Bids may be withdrawn or revised in writing delivered by mail, fax, or email, provided that the designated office receives the withdrawal or revision before the deadline stated in the Invitation To Bid. Withdraw requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder. Revisions shall include both the modification of the unit bid price and the total modification of each item modified but shall not reveal the amount of the total original or revised bids.

Electronic Bids may be withdrawn or resubmitted through the online bidding service. Revisions to electronic bids delivered by mail, fax, or email will not be permitted. If electronic bid withdrawal is unsuccessful, electronic bids may be withdrawn in writing delivered by mail, fax, or email provided that the designated office receives the withdrawal before the deadline stated in the Invitation To Bid. Written withdrawal requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder.

102-1.11 ADDENDA REQUIREMENTS. Delete this subsection in its entirety and substitute the following: The Department will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid opening date are needed. The Department may send addenda by any reasonable method such as fax, email, or may post the addenda on its website or online bidding service. Unless picked up in person or included with the bid documents, addenda or notice that an addendum has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the email address or fax number on the plan holders' list. Notwithstanding the Department's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation To Bid. Bidders must acknowledge all addenda on the Bid Forms, by fax, or by email before the deadline stated in the Invitation to Bid.

102-1.12 RECEIPT AND OPENING OF BIDS. Delete this subsection in its entirety and substitute the following: The Department will only consider bids, revisions, and withdrawals received before the deadline stated in the Invitation To Bid.

The Department will assemble, open, and publicly announce bids at the time and place indicated in the Invitation to Bid, or as soon thereafter as practicable. The Department is not responsible for prematurely opening or failing to open bids that are improperly addressed or identified.

Add the following subsection:

102-1.14 ELECTRONIC MAIL. Within its submitted bid, a bidder must include a current electronic mail (email) address of bidder's representative who possesses authority to receive, process, and respond to Department emails regarding the advertised project.

The Department may send notices and information to a bidder by using the furnished email address of the bidder's authorized representative.

A bidder shall notify the Department if the bidder requests the Department to send email notices or information to an address different from the email address initially provided in its bid forms. The bidder shall notify the Department of such change by sending a request in writing to the Contract's point of contact identified on the Invitation to Bid that is signed by a representative who is authorized and empowered to legally bind the bidder.

Delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30 pm shall be deemed to have occurred at the opening of business on the next working day.

If needed, the Department may demonstrate proof of email delivery by affidavit or certification that includes the following:

1. The date and time that the Department sent the email message;
2. The email address from which the Department sent the message;
3. The name and email address to which the Department sent the message;
4. A statement that the Department sent the email message and that the person signing the affidavit or certification believes the transmission to have been complete and without error; and
5. An attached copy of the subject email.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

07/01/18 (HSM18-1)

103-1.01 CONSIDERATION OF BIDS. *Delete this subsection in its entirety and substitute the following:*

After the bids are opened and read, the bids will be mathematically checked and compared on the basis of the sum of the products of the bid schedule quantities and the unit bid prices. The unit bid prices govern if there is an error in extending the unit bid prices, or in totaling the extensions, or if an extension is missing. The results of the bid comparisons will be made available to the public as soon as practicable.

Until the Award, the Department may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the Department, in its discretion, determines that to do so is in the best interests of the State.

A bidder may request withdrawal of a bid after opening and before the Award only in accordance with AS 36.30.160(b) and State procurement regulations. Submit the request to the Contracting Officer.

An interested party, as defined in AS 36.30.699, may protest a proposed Award of contract as per AS 36.30.560 and AS 36.30.565. Submit the protest to the Contracting Officer.

WHOLLY STATE-FUNDED PROJECTS. On wholly state-funded projects, determination of the low bidder will include bidder preferences as required under AS 36.30.321, according to subsections 1-3 below. Alaska Bidder Preference, Alaska Veteran Preference, and Alaska Product Preference are not applicable on projects with federal funding.

1. Alaska Bidder Preference: A bidder claiming this preference shall provide with their bid an Alaska Bidder Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Bidder Preference according to AS 36.30.

If the bidder qualifies as an Alaska bidder, a five percent (5%) preference will be applied to the price of the bid. "Alaska bidder" means a person who:

- a. holds a current Alaska business license;
 - b. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
 - c. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
 - d. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state; and
 - e. If a joint venture, is composed entirely of ventures that qualify under (a) through (d), above.
2. Alaska Veteran Preference: A bidder claiming this preference shall provide an Alaska Veteran Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Veteran preference according to AS 36.30.

If a bidder qualifies as an Alaska bidder and is a qualifying entity, an Alaska Veteran Preference of 5 percent shall be applied to the bid price. The preference may not exceed \$5,000 (AS 36.30.321). A "qualifying entity" means a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- (1) served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- (2) was separated from service under a condition that was not dishonorable.

3. Alaska Product Preference: A bidder claiming this preference shall complete and sign the Alaska Product Preference Worksheet, according to the worksheet instructions, and submit the completed worksheet with their bid.

Except for timber, lumber and manufactured lumber products used in the construction project under AS 36.30.322(b), an Alaska products preference will be given as required under AS 36.30.326 - 36.30.332 when the bidder designates the use of Alaska products.

If the successful bidder/contractor proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful bidder/contractor according to AS 36.30.330(a).

Each Alaska product declared on the Alaska Product Preference Worksheet must have an "Approval" date on the Alaska Product Preference Program List, that is on or before the bid opening date for this contract, and that does not expire before the bid opening date for this contract.

103-1.03 AWARD OF CONTRACT. *Delete this subsection in its entirety and substitute the following:* The Department will award the Contract to the lowest responsible and responsive bidder unless it rejects all bids. The Department will notify all bidders in writing via email, fax, or U.S. Mail of its intent to award.

The Department will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 40 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

SECTION 109 MEASUREMENT AND PAYMENT

07/01/18 (HSM18-1)

109-1.01 GENERAL. *Add the following after the second paragraph:* Pay item numbers in the Bid Schedule are cross-referenced to the pay item numbers in all other contract documents. The cross-reference for pay item numbers is included in the Estimate of Quantities table on the Plans.

SECTION 120 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

12/22/17 (SM-3)

120-1.01 DESCRIPTION. *Delete the second paragraph in its entirety and substitute the following:* The Department, in coordination with the Federal Highway Administration (FHWA), adopted a Race-Neutral DBE Program with an overall DBE Utilization Goal of 8.83 percent for Alaska's FHWA Federal-Aid program. Although the Race-Neutral program does not establish or require individual project DBE Utilization Goals, 49 CFR establishes the Bidder is responsible to make a portion of the work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to facilitate DBE participation.

Delete Section 606 in its entirety and substitute the following:

SECTION 606 GUARDRAIL

12/22/17 (SM-4)

606-1.01 DESCRIPTION. Construct new guardrail, terminal sections, and transition rail of the kind and type specified.

Remove and reconstruct or remove and dispose of existing guardrail, terminal sections, and transition rail.

606-2.01 MATERIALS. Use materials that conform to the following:

Concrete	Section 501, Class A
Flexible Delineator Posts	Section 730-2.05
Guardrail Connection Plate	Section 722
Guardrail Hardware	Subsection 710-2.07
Guardrail Posts and Blockouts	Subsection 710-2.06
High Strength Bolts	Section 722
Metal Beam Rail	Subsection 710-2.04
Terminals	Subsection 710-2.11
Wire Cable	Subsection 709-2.02

Terminal Markers. Single piece marker, meeting the requirements of Section 730-2.05 Flexible Delineator Posts.

Post-mounted flexible delineators. Single piece marker, meeting the requirements of Section 730-2.05 Flexible Delineator Posts.

Furnish terminal markers, color as shown on the plans, nominally 0.125 by 3.75 inches by 66 inches long or as shown on the plans, with a 3 inch by 12 inch retroreflective sheeting matching the color of the adjacent lane line, or as shown on the plans.

Furnish post-mounted flexible delineators, color and dimensions as shown on the plans, with a 3 inch by 12 inch retroreflective sheeting matching the color of the adjacent lane line, or as shown on the Plans.

Fabricate side-mounted guardrail reflector assembly brackets from aluminum alloy.

Retroreflective sheeting for terminal markers, post-mounted flexible delineators, and side-mounted guardrail reflectors shall meet ASTM D4956 requirements for Type VIII, IX, or XI.)

CONSTRUCTION REQUIREMENTS

606-3.01 GENERAL. Install guardrail and terminals at the locations shown on the Plans. Conform with the Standard Drawings and these Specifications.

At locations where public traffic is adjacent to guardrail work, have all materials on site, including crashworthy terminals, that are required to completely install a segment of guardrail before beginning work on that segment.

Start guardrail installation at the "upstream" end (the end adjacent traffic will encounter first) by either installing a crashworthy terminal or connecting to an existing barrier. Continue installation in the direction of traffic. Exception: if the guardrail run will connect to existing barrier, buried in the backslope, or guardrail, existing or new bridge railing, or other existing structure at the "downstream" end, guardrail installation may be started at the point of connection.

Do not leave posts installed for guardrail within the clear zone for more than 48 hours before installing the rail. At the end of each work shift, install drums or Type II barricades with flashing warning lights to delineate incomplete sections of guardrail and terminal sections.

If guardrail runs are not completed within 10 calendar days after beginning installation, install temporary crash cushions meeting NCHRP 350 or MASH test level 3 at all non-crashworthy guardrail ends within the clear zone. Apply Traffic Price Adjustment if the Contractor does not comply with the crash cushion requirement.

Where necessary, adjust the height of existing guardrail to provide a smooth transition to new guardrail. Use 25 linear feet of guardrail or two 12' 6" pieces of guardrail to transition to match the existing or new guardrail elements and/or end treatments.

After shaping the slopes and staking proposed guardrail terminal section locations, request the Engineer to field verify their locations. Receive approval of the staked locations before installing terminal sections.

Treat field cuts to timber posts and blockouts according to AWP standard M 4.

Install blockouts according to manufacturer's recommendations and as shown on the Plans.

Install side-mounted guardrail reflectors and post-mounted flexible delineators as follows:

1. At intervals noted on the plans or Standard Drawings, starting with the first guardrail post beyond terminal sections
2. With the retroreflective sheeting facing approaching traffic
3. With retroreflective sheeting on both sides, on two-way roadways
4. Not on the terminal sections, except as shown on the plans

Attach terminal markers, in a vertical position, to the P.T. post of Short Radius Guardrail sections and to the post where the flare begins for parallel guardrail terminals. Coordinate terminal marker locations with the Engineer.

At the end of each work shift, install drums or Type II barricades with flashing warning lights to delineate incomplete sections of guardrail and terminal sections.

606-3.02 POSTS. Set posts to accommodate the line, grade, and curvature shown on the Plans.

Use either wood or steel posts when allowed by the type of guardrail specified, subject to the following:

1. Use one type of post material on the project unless extending an existing run of guardrail.
2. Match existing post material to extend an existing run of guardrail.

Set posts as follows:

1. Set posts plumb, in the location and to the depth shown on the Plans or Standard Drawings.
2. Choose an installation method that does not damage the post, adjacent pavement, structures, utility conduits, and final slopes. Repair all damage to the satisfaction of the Engineer, or replace the damaged item, as per subsection 105-1.11.

3. Set wood or steel posts in dug, drilled, or pre-punched holes. Steel posts may also be set by ramming or driving if:
 - a. The underlying material is no larger than six inch; and
 - b. The posts are not damaged during installation.
4. For placement in solid rock or broken rock embankment greater than six inch, set wood or steel posts in pre-dug, pre-drilled, or pre-punched holes.
5. Backfill and compact around posts with material as specified in the typical section to firmly support the post laterally and vertically. Compact under and around posts to the Engineer's satisfaction.

606-3.03 BEAM RAIL. Fabricate metal work in the fabricator's shop. Bend curved guardrail elements with radii less than or equal to 100 feet in the fabricator's shop or with an approved bending apparatus.

Receive approval before field punching, cutting, or welding. Repair damaged spelter coat areas on galvanized rail elements according to AASHTO M 36.

Lap rail elements so that the exposed ends face away from approaching traffic in the adjacent lane.

Use bolts long enough to extend at least 1/4 inch beyond the nuts. Except where required for adjustments, do not extend bolts more than 1 inch beyond the nuts.

Locate bolts at expansion joints at the center of the slotted holes.

Tighten bolts at expansion joints to snug-tight. Make all other bolts fully-tight.

606-3.04 CABLE RAIL. Install cable guardrail according to the Plans and Specifications. Install at the locations shown on the Plans.

606-3.05 TERMINAL SECTIONS.

1. Parallel Terminals. Install terminal sections according to the manufacturer's recommendations for the entire length of the terminal then, if required, transition rail height over 25' to match guardrail height and splice location. Install where shown on the Plans.

Follow Section 203 for excavation and embankment requirements.

Install ASTM D4956 Type III, IV, or V retroreflective sheeting on the end section of parallel terminals consisting of yellow and black bars sloping 45 degrees downward toward the traffic side of the terminal according to guidance for Object Markers for Obstructions Adjacent to the Roadway in Chapter 2C of the ATM.

2. Buried-in-Backslope Terminals. Install buried-in-backslope terminals where shown on the plans. If required, transition rail height over 25' to match guardrail height and splice location.

Attach terminal markers, in a vertical position, to the first post of each parallel guardrail terminal, and to the post where the flare begins for parallel guardrail terminals and buried-in-backslope terminals. Orient terminal markers to face traffic approaching in the near lane. Coordinate terminal marker locations with the Engineer.

606-3.06 REMOVAL AND RECONSTRUCTION OF GUARDRAIL. Remove and reconstruct guardrail as specified. Replace lost or damaged materials without extra compensation.

606-3.07 REMOVAL AND DISPOSAL OF EXISTING GUARDRAIL. Remove the existing guardrail shown on the Plans, including the rail, cable elements, terminal sections, hardware, posts, concrete bases, and steel tubes. Backfill resulting holes with material in 6-inch layers that is similar to the existing embankment and compact to the same approximate density. Removed items become your property.

606-3.08 ADJUST EXISTING GUARDRAIL. When called for on the Plans, reset existing guardrail to the height shown on the applicable Standard Drawing, measured from the top of the rail to the finished shoulder surface below the rail. Raise and lower the posts several times to prevent settlement and then re-drive them to the height shown on the Plans. Use other methods if approved.

606-3.09 INSTALL NEW GUARDRAIL. Install guardrail as shown on the applicable Standard Drawings, measured from the top of the rail to the finished shoulder surface below the rail.

Install MASH Test Level 3-compliant W31 guardrail as shown on the Plans. Install new guardrail in conformance with tolerances shown on the plans.

606-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

1. Guardrail. Measured along the face of the rail or cable, from the center of the end posts.

Short Radius Guardrail. Per each, installed in place.

When the guardrail is connected to a terminal section, the pay limit for the rail ends where the specified terminal section begins.

2. Terminals. Per each, installed in place.
3. Transition Rail (Bridge Rail Thrie Beam Transition or Bridge Rail W-Beam Transition). Per each accepted connection.

606-5.01 BASIS OF PAYMENT. Payment for temporary crash cushions installed to protect motorists from guardrail installations that have not been completed within 10 calendar days of beginning installation is subsidiary to other items.

1. Guardrail. Side-mounted guardrail reflectors, post-mounted flexible delineators, terminal markers, guardrail beam, posts, blockouts, and associated hardware are subsidiary. Installation of downstream anchors, transitions for rail height and splice locations, long span guardrail sections, and guardrail stiffening sections are subsidiary to guardrail installation.
2. Short radius guardrail sections. The contract price includes all materials from the terminal anchor to and including the first wood or steel post of standard guardrail or guardrail end terminal, and including the terminal anchor assembly, in-line anchor, terminal posts, CRT posts, rail elements, terminal markers, and associated hardware required for a complete installation.
3. Terminal Sections.
 - a. Parallel Guardrail Terminal. The contract price includes rail elements, posts, blockouts, pipe sleeves, cable assemblies, guardrail extruders, terminal markers, and all associated hardware required for a complete installation.
 - b. Buried in Backslope Guardrail Terminal. The contract price includes rail elements, posts, blockouts, concrete, rebar, anchors, and all associated hardware required for a complete installation.

4. Transition Rail. The contract price includes all brackets, beam sections, transition pieces, and all posts and associated hardware required for a complete connection of the guardrail section to a bridge rail or barrier.

All material required for embankment widening for guardrail and terminal sections is paid for under the appropriate pay items shown in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
606(1) W-Beam Guardrail	Linear Foot
606(2) Thrie Beam Guardrail	Linear Foot
606(3) Box Beam Guardrail	Linear Foot
606(4) Cable Guardrail	Linear Foot
606(5) Removing and Reconstructing Guardrail	Linear Foot
606(6) Removing and Disposing of Guardrail	Linear Foot
606(7) Raising Existing Guardrail (Retired)	Linear Foot
606(8) Double-faced, W-Beam Guardrail	Linear Foot
606(9) Short Radius Guardrail	Each
606(10) Slotted Rail Terminal (SRT-350) (Retired)	Each
606(11) Extruder Terminal (ET-2000) (Retired)	Each
606(12) Guardrail/Bridge Rail Connection (Retired)	Each
606(13) Parallel Guardrail Terminal	Each
606(14) Buried in Backslope Guardrail Terminal	Each
606(15) Adjust Existing Guardrail	Linear Foot
606(16) Transition Rail	Each

Delete Section 630 in its entirety and substitute the following:

**SECTION 630
GEOTEXTILE FOR EMBANKMENT AND ROADWAY
SEPARATION, STABILIZATION AND REINFORCEMENT**

10/12/18 (HSM18-3)

630-1.01 DESCRIPTION. Prepare ground surface, and furnish and place geotextiles for separation, stabilization, and/or reinforcement as shown on the Plans.

630-2.01 MATERIALS. Use materials that conform to the following:

Geotextiles and Sewn Seam Strength Subsection 729-2.01

Sewing Thread. Use high strength polypropylene, or polyester. Do not use nylon thread. Use thread of contrasting color to that of the geotextile itself.

630-3.01 CONSTRUCTION.

1. Surface Preparation. Prepare ground surface by removing stumps, brush, boulders, and sharp objects. Fill holes and ruts over 3 inches deep, with material shown on the Plans or as approved by the Engineer.

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2. **Geotextile Placement.** Unroll geotextile directly onto the prepared surface. Stretch geotextile to remove any creases, folds or wrinkles. Do not drag the geotextile through mud or over sharp objects that could damage the geotextile. Do not expose geotextiles to sunlight for longer than 14 days after removal of protective covering. Do not allow geotextiles to get wet prior to installation.
 - a. **Separation and Stabilization.** Lay geotextile for embankment separation and stabilization parallel to roadway centerline. On horizontal curves, place in segment lengths not exceeding those listed in Table 630-1, with butt ends cut to match and sewn or overlapped. On tangents, straighten the geotextile and sew or overlap butt ends. Shingle overlaps in the same direction as fill placement. Prevent overlapped edges from lifting during construction.
 - b. **Reinforcement.** Lay the machine direction of the geotextile for embankment reinforcement perpendicular to the roadway centerline or as shown on the Plans. Join segments by sewing or an approved bonding or attachment process. Shingle overlaps in the same direction as fill placement if seams are not sewn. Prevent overlapped edges from lifting during construction.

**TABLE 630-1
GEOTEXTILE PLACEMENT ON CURVES**

Degree of Curve	Maximum Segment Length (ft.)
1	125
2	90
3	75
4	65
5	55
6	50

3. **Joining.** Join adjacent geotextiles for separation or stabilization by overlapping or sewing. Join adjacent geotextiles for reinforcement by sewing or as shown on the Plans.
 - a. Sew seams with a Butterfly or J-Seam using a double-thread chain stitch (lock stitch). Bring adjacent sections of geotextile together and fold so that the stitching penetrates four layers of geotextile for the full seam length. Make the stitching line 1-1/4 inches ($\pm 1/4$ inch) from the folded edge of the seam and at least 1/2 inch from the free edge of the geotextile. Sew seams so that they face upward and can be easily inspected by the Engineer. Illustrations showing correct stitch formation and seam configurations are provided in Figure 1-2 (page 1-28) of the FHWA publication, *Geosynthetic Design & Construction Guidelines*, FHWA-NHI-07-092, August 2008.
 - b. Overlap geotextile sections by a minimum of 3 feet at all longitudinal and transverse joints. Place the beginning of each new roll beneath the end of the previous roll to prevent the advancing fill from lifting the geotextile. Shingle in the direction of construction.
4. **Material Placing and Spreading.** During placing and spreading of material, maintain a minimum depth of 12 inches of cover material; or a minimum depth equal to the separation distance between multiple layers of geotextile as shown on the Plans when this separation distance is less than 12 inches; at all times between the geotextile and the wheels or tracks of the construction equipment. Limit the size and weight of construction equipment to reduce rutting in the initial lift above the geotextile to not greater than 3 inches deep to prevent overstressing the geotextile.

Spread the material in the direction of the upper overlapped geotextile. Maintain proper overlap and geotextile continuity. If sewn or bonded seams are used, place the cover material and spread in only one direction for the entire length of the geotextile. On weak subgrades limit height of dumped cover material to prevent localized subgrade and/or geotextile failure. Do not drop stones or frozen material larger than 1 foot in diameter directly onto the geotextile from a height of more than 1 foot.

Compact using a smooth drum roller. Do not allow construction equipment to make sudden stops, starts, or turns on the cover material. Do not allow turning of vehicles on the initial lift of cover material above the geotextile. Fill any ruts over 3 inches deep occurring during construction with material shown on the Plans; do not grade adjacent material into rut; and compact to the specified density.

5. Geotextile Repair. Repair and replace damaged geotextile (torn, punctured, or disturbed at the overlaps or sewn joints). For damage evidenced by visible geotextile damage, subgrade pumping, intrusion, or embankment distortion, remove the backfill around and under the damaged or displaced area, and repair with material matching the damaged material. Make patches overlap or sew patches to the existing geotextile.
 - a. Separation and Stabilization. Overlay torn area with geotextile with a minimum 3 foot overlap around the edges of the torn or damaged area or sew and bond according to Subsection 630-3.01.3.a. Ensure the patch remains in place when cover material is placed over the affected area.
 - b. Reinforcement. Sew according to Subsection 630-3.01.3.a unless joining by overlap is shown on the Plans. Ensure the patch remains in place when cover material is placed over the affected area.

630-4.01 METHOD OF MEASUREMENT. By multiplying plan neat line width by the measured length in final position parallel to installation centerline along the ground surface. No allowance will be made for overlap, whether at joints or patches.

630-5.01 BASIS OF PAYMENT. Payment will be made at the contract unit price per square yard. Material used to fill ruts and holes will be paid for under separate materials pay items.

Pay Item	Pay Unit
630(1) Geotextile, Separation, Class 3	Square Yard
630(2) Geotextile, Stabilization, Class 1	Square Yard
630(3A) Geotextile, Reinforcement – Type 1	Square Yard
630(3B) Geotextile, Reinforcement – Type 2	Square Yard

Delete Section 631 in its entirety and substitute the following:

SECTION 631 GEOTEXTILE FOR SUBSURFACE DRAINAGE AND EROSION CONTROL

10/12/18 (HSM18-3)

631-1.01 DESCRIPTION. Prepare ground surface, and furnish and place geotextiles for subsurface drainage and erosion control, as shown on the Plans.

631-2.01 MATERIALS. Use materials that conform to the following for the class specified in the bid schedule:

Geotextiles and Sewn Seam Strength Subsection 729-2.01

Sewing Thread. Use high strength polypropylene, or polyester. Do not use nylon thread. Use thread of contrasting color to that of the geotextile itself.

631-3.01 CONSTRUCTION.

1. Surface Preparation. Prepare ground surface by removing stumps, brush, boulders, and sharp objects. Fill holes and ruts over 3 inches deep, with material shown on the Plans or as approved by the Engineer. Construct smooth and stable trench walls.
2. Geotextile Placement. Unroll geotextile directly onto the prepared surface. Stretch geotextile to remove any creases, folds or wrinkles. Place geotextile in a manner which will ensure intimate contact between the trench wall and the geotextile (i.e., no voids, folds, or wrinkles). The geotextile may be held in place with securing pins at 3-foot spacing along all edges (but not closer than 2 inches from the edge) to prevent movement during construction. Do not expose geotextiles to sunlight for longer than 14 days after removal of protective covering. Do not allow geotextile rolls to get wet prior to installation.
 - a. Subsurface Drainage. In trenches, after placing the geotextile and material shown on the Plans, fold the geotextile over the top of the material shown on the Plans to produce a minimum overlap of 12 inches, for trenches greater than 12 inches wide. In trenches less than 12 inches wide, make the overlap equal to the width of the trench. Then cover the geotextile with the subsequent course of material.
 - b. Erosion Control. Place and anchor geotextile on the approved surface so it will not be torn or excessively stretched by placement of the overlying materials. Secure the geotextile to the slope but secure it loosely enough so that the geotextile will not tear when riprap or other cover material is placed on the geotextile. The geotextile shall not be keyed at the top of the slope until the riprap or other cover material is in place at the top of the slope. Anchor the terminal ends of the geotextile using key trenches or aprons with a minimum of 24 inches depth into the soil substrate at the crest and toe of slope, or as shown on the Plans. Place geotextile with the machine direction parallel to the direction of water flow (normally parallel to the slope for erosion control runoff and wave action, and parallel to the stream or channel).
3. Joining. Join geotextile by sewing or overlapping.
 - a. Sew seams with a Butterfly or J-Seam using a double thread chain stitch (lock stitch). Bring adjacent sections of geotextile together and fold so that the stitching penetrates four layers of geotextile for the full seam length. Make the stitching line 1-1/4 inches ($\pm 1/4$ inch) from the folded edge of the seam and at least 1/2 inch from the free edge of the geotextile. Sew seams so that they can be easily inspected by the Engineer or representative. Illustrations showing correct stitch formation and seam configurations are provided in Figure 1-2 (page 1-28) of the FHWA publication, *Geosynthetic Design & Construction Guidelines*, FHWA-NHI-07-092, August 2008. Conform both factory and field sewn seams to the strength requirements of Table 1 as outlined in the AASHTO M288 for subsurface drainage and erosion control applications.
 - b. Overlap geotextile sections by a minimum of 3 feet at all longitudinal and transverse joints. Overlap successive geotextile sheets in the direction of flow so that the upstream sheet is placed over the downstream sheet and/or upslope over downslope. In trenches, where overlapped seams are constructed in the longitudinal trench direction, make the overlap equal to the width of the trench.
4. Placement of Cover Material. Following placement of the geotextile on the prepared surface, place cover material of the type shown on the Plans. Place the cover material and armor from the bottom to the top of the slope using methods which minimize tearing and/or excessive stretching of the geotextile. In underwater applications, place the geotextile and the required thickness of cover material in the same day. Maintain proper overlap and geotextile continuity. Do not exceed the allowable drop heights for cover material shown in Table 631-1. Do not allow stones with a weight of more than 100 pounds to roll down the slope on the geotextile. Do not grade the slope in a way that

will disturb the cover material or armor stone once it has been placed. Backfill all voids in the riprap or other cover material, which allows the geotextile to be visible, with material shown on the Plans, so that the geotextile is completely covered.

TABLE 631-1 ALLOWABLE DROP HEIGHT FOR GEOTEXTILE

INDIVIDUAL STONE Max. Weight (lbs)	ALLOWABLE DROP HEIGHT (ft)	
	UNPROTECTED GEOTEXTILE	PROTECTED GEOTEXTILE*
< 5	3	3
5-250	0	3
> 250	0	0**

* Protected geotextile is defined as having a gravelly covering (cushion layer) at least 6 inches thick.

** If stones greater than 250 pounds must be dropped or if a height of drop greater than 3 feet is required, then perform field trials to determine the minimum cushion thickness and/or maximum height of safe drop without damaging the geotextile.

Maintain a minimum depth of 12 inches of cover material between the geotextile and the wheels or tracks of the construction equipment.

5. **Geotextile Repair.** Should the geotextile be torn, punctured, or the overlaps or sewn joints disturbed – as evidenced by visible geotextile damage – remove the backfill around the damaged area and repair or replace the damaged area at no additional expense to the State. Make repairs to the damaged area with a patch of the same type of geotextile originally placed. Overlay torn area with geotextile with a minimum 3 foot overlap around the edges of the torn area. Ensure that the patch remains in place when material is placed over the affected area.

631-4.01 METHOD OF MEASUREMENT. By multiplying plan neat line width by the measured length in final position parallel to installation centerline along the ground surface. No allowance will be made for geotextile in key trenches or for overlap, whether at joints or patches.

631-5.01 BASIS OF PAYMENT. Payment will be made at the contract unit price per square yard. Material used to fill ruts and holes will be paid for under separate materials pay items at the unit price for the type of material used.

Pay Item	Pay Unit
631(1) Geotextile, Drainage, Class <u>2</u>	Square Yard
631(2) Geotextile, Erosion Control, Class <u>1</u>	Square Yard

Delete Section 632 in its entirety and substitute the following:

SECTION 632 PAVING FABRIC

10/12/18 (HSM18-3)

632-1.01 DESCRIPTION. Furnish and install geotextile paving fabric where shown on the Plans.

632-2.01 MATERIALS. Use materials that conform to the following:

Paving Fabric	Subsection 729-2.03
Asphalt Binder	Subsection 702-2.01 (for grade of asphalt used in the overlay)
Emulsified Asphalt	Subsection 702-2.03

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632-3.01 CONSTRUCTION.

1. Surface Preparation. Prepare the surface on which the fabric is to be placed as follows:
 - a. Remove excess asphalt material, loose aggregate, and other foreign materials from the surface.
 - b. Fill all potholes and cracks wider than 1/4 inch with emulsified asphalt (CSS-1) sand slurry.
2. Application of Sealant. Apply asphalt sealant by distributor meeting all requirements set forth under Subsection 402-3.02. Apply asphalt sealant (tack coat) uniformly at 0.20 to 0.30 gallons per square yard and at a temperature between 295°F and 320°F in the distributor tank, or as recommended by the Paving Fabric manufacturer. Do not apply asphalt material on a wet surface or when the ambient air temperature is below 45 °F or when other conditions would prevent proper application.
3. Fabric Laydown Equipment. Use approved mechanical laydown equipment to place fabric.
4. Fabric Placement. Place fabric directly on top of the asphalt sealant (tack coat) before the sealant has cooled and lost its tackiness. Lay fabric in full rolls without wrinkles and/or folds. Place the fabric per the manufacturer's recommendations. Overlap geotextile joints to ensure full closure of the joint, but do not exceed 6 inches of overlap. Overlap transverse joints in the direction of paving. Apply 0.20 gallons per square yard of additional asphalt sealant beneath all fabric joints. Remove and replace damaged geotextiles. Removal and replacement of damaged geotextiles is subsidiary to Section 632 Pay Items.
5. Bituminous Surface Course Overlay. Place the bituminous surface course closely following the fabric laydown to avoid exposure of uncovered fabric overnight or to traffic or inclement weather. Do not allow the temperature of the hot-mix asphalt to exceed manufacturer's recommendations. If asphalt sealant bleeds through the fabric before the placement of the overlay, apply sand or bituminous surface course evenly over the affected area to prevent fabric pick-up by construction equipment. Prevent paver or other construction equipment from turning and/or pivoting on the fabric.

632-4.01 METHOD OF MEASUREMENT. By multiplying plan neat line width by the measured length in final position parallel to installation centerline along the ground surface. No allowance will be made for overlap, whether at joints or patches.

632-5.01 BASIS OF PAYMENT.

Pay Item	Pay Unit
632(1) Paving Fabric	Square Yard

Delete Section 633 in its entirety and substitute the following:

SECTION 633 SILT FENCE

10/12/18 (HSM18-3)

633-1.01 DESCRIPTION. Furnish, install, maintain, and remove temporary silt fence as shown on the Plans or as directed.

633-2.01 MATERIALS. Use materials that conform to the following:

Geotextile	Subsection 729-2.01
Silt Fence	Subsection 729-2.04
Posts	Wood 1.5-inch x 1.5-inch x 36-inch min., steel, or approved synthetic material.
Prefabricated Silt Fence	Meet the Plans and Section 633 requirements.
Attachment Devices	Staples; wire; self-locking nylon, plastic, wire ties; or other approved means to attach fabric to posts.
Support Mesh between Posts	14-gage welded wire fencing, metal chain-link fabric, or geosynthetic mesh with equivalent strength. Use maximum mesh spacing of 6 inches. Use height shown on the Plans, or specified in the Bid Schedule.

633-3.01 CONSTRUCTION. Install silt fence according to Plans. Use Trenchless Detail when installing silt fence over permanently frozen ground. Drill holes for support posts, if required. When joining to another roll, place both end posts together and wrap them with silt fence by turning them one full rotation. Drive the wrapped posts.

633-3.02 MAINTENANCE. Maintain the integrity of the fence to contain sediment in runoff until final stabilization.

633-3.03 REMOVAL. After disturbed area has been accepted as permanently stabilized or when sediment protection is no longer needed, remove silt fence.

633-4.01 METHOD OF MEASUREMENT. Section 109. Measure silt fence by the length of fence installed. No allowance will be made for overlap, whether at joints or patches.

633-5.01 BASIS OF PAYMENT. The contract price includes installation, maintenance, removal and disposal of the silt fence.

Pay Item	Pay Unit
633(1) Silt Fence	Linear Foot
633(2) Support Mesh Reinforced Silt Fence	Linear Foot

Delete Section 634 in its entirety and substitute the following:

SECTION 634 GEOGRID FOR EMBANKMENT AND ROADWAY STABILIZATION AND REINFORCEMENT

10/12/18 (HSM18-3)

634-1.01 DESCRIPTION. Furnish and install geogrid material as shown on the Plans.

634-2.01 MATERIALS. Use materials that conform to the following:

Geogrid	Subsection 729-2.04
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634-3.01 CONSTRUCTION.

1. Surface Preparation.
 - a. Soft Ground (CBR ≤ 3). Prepare surface by removal of stumps, brush, boulders, and sharp objects. Fill holes and ruts over 3 inches deep, with material shown on the Plans or as approved by the Engineer.
 - b. Firm Ground (CBR > 3). Compact and finish subgrade or subbase prior to placement of the geogrid.
2. Geogrid Placement. Unroll geogrid directly onto the prepared ground surface in the direction of advancing construction, parallel to the centerline of the roadway or according to the Plans. Do not drag the geogrid across the subgrade. Install the geogrid in the longest continuous practical length, free from folds, creases or wrinkles. Hold the geogrid in place with pins, staples, sandbags or piles of granular material. Do not expose geogrids to sunlight for longer than 14 days after removal of protective covering.
 - a. Soft Ground (CBR ≤ 3). Overlap geogrid panels a minimum of 24 inches at all joints with the upper geogrid in the direction that fill will be placed. Tie panels together securely with cable ties or hog rings at 20 foot intervals, or according to the manufacturer's recommendations.
 - b. Firm Ground (CBR > 3). Overlap geogrid panels a minimum of 12 inches at all joints in the direction that fill will be placed. Tie panels together securely with cable ties or hog rings at 20 foot intervals and hand-tension geogrid and stake to the ground at the edges, overlaps, and in the center of each roll, at 30 foot intervals or as shown on the Plans.

Place the beginning of each new roll beneath the end of the previous roll to prevent the advancing fill from lifting the geogrid. Stagger end overlaps at least 10 feet from other end overlaps in adjacent rolls.

3. Placement of Cover Material. Do not operate equipment directly on the unprotected geogrid. Spread fill material in the direction of the fabric overlap. Compact using a smooth drum roller. Do not allow construction equipment to make sudden stops, starts, or turns on the cover material.
 - a. Very Soft Ground (CBR < 1). End-dump material onto previously placed material and spread over the geogrid with a low ground pressure dozer to the depth permitted. Maintain a minimum depth of 12 inches of cover material at all times between the geogrid and the wheels or tracks of the construction equipment unless otherwise shown on the Plans. Do not dump material directly onto the geogrid. To prevent a mud wave, end-dump fill along the edges of the geogrid to form toe berms or access roads that extend one to two panel widths ahead of the remainder of the embankment fill placement. After constructing the two berms, spread fill in the area between the toe berms by placing material parallel to the alignment and symmetrical from the toe berms inward toward the center to maintain a U-shaped leading edge (i.e., concave outward) to contain the mud wave. Limit height of dumped piles above the geogrid to avoid local bearing failure. Traffic on the first lift should be parallel to the embankment alignment. Do not allow construction equipment to turn on the first lift. Compact first lift by tracking in place with dozers or end-loaders. Compact with specified compaction equipment once embankment is at least 2 feet above the geogrid.
 - b. Soft Ground ($1 \leq \text{CBR} \leq 3$). End-dump material onto previously placed material and spread over the geogrid with a low ground pressure dozer to the depth permitted. Maintain a minimum depth of 6 inches of cover material at all times between the geogrid and the wheels or tracks of the construction equipment unless otherwise shown on the Plans. Place the end-dumped material along the roadway centerline and spread it outward to the roadway edges to prevent the development of wrinkles or movement of the geogrid during construction. Fill in any ruts that form during construction with material shown on the Plans. Do not cut down the fill adjacent to the ruts.

- c. Firm Ground (CBR > 3). Maintain a minimum depth of 6 inches of cover material at all times between the geogrid and the wheels or tracks of the construction equipment.
4. Geogrid Repair. Should the geogrid be torn, punctured, or the overlaps disturbed – as evidenced by visible geogrid damage – remove the backfill around the damaged area and repair or replace the damaged area at no additional expense to the State. Make repairs to the damaged area with a patch of the same type of geogrid originally placed. Overlay torn area with geogrid with a minimum 3 foot overlap around the edges of the torn area and secure as recommended by the geogrid manufacturer.

634-4.01 METHOD OF MEASUREMENT. By multiplying plan neat line width by the measured length in final position parallel to installation centerline along the ground surface. No allowance will be made for overlap, whether at joints or patches.

634-5.01 BASIS OF PAYMENT. Payment will be made at the contract unit price per square yard. Material used to fill ruts and holes will be paid for at the unit price for the type of material used.

Pay Item	Pay Unit
634(1) Geogrid, Stabilization, Class _____	Square Yard
634 (2) Geogrid, Reinforcement, Class _____	Square Yard

SECTION 641 EROSION, SEDIMENT, AND POLLUTION CONTROL

04/30/17 (SM-2)

641-3.03 SWPPP INSPECTIONS, AMENDMENTS, REPORTS, AND LOGS. Delete subparagraph 5. Stabilization before Seasonal Thaw and substitute the following:

5. Stabilization before Fall Freeze up and Spring Thaw. Construction Activities within the Project Zone must be stabilized with appropriate BMPs prior to the anticipated date of fall freeze up, in accordance with the CGP, Section 4.12.

Exceptions to stabilization prior to anticipated date of fall freeze up include:

When stabilization activities are precluded by snow cover or frozen ground conditions prior to the anticipated date of fall freeze up, or

When winter construction activity is authorized by the Engineer and conducted according to the contract.

Construction Activities within the Project Zone must be stabilized with appropriate BMPs prior to spring thaw, as defined in the CGP.

SECTION 710 FENCE AND GUARDRAIL

07/01/18 (HSM18-2)

710-2.11 GUARDRAIL TERMINALS. Delete this subsection in its entirety and substitute the following: W-beam shall meet requirements of AASHTO M 180, Class A, Type II. Galvanize after fabrication.

Components made from rolled pressed and forged shapes, castings, plates, bars, and strips shall meet the coating requirements of AASHTO M 111. Galvanize after fabrication.

All hardware or fasteners supplied shall meet the coating requirements of AASHTO M 232.

Provide one of the following terminal types, as shown on the plans, for single-rail W-beam guardrail. Design requirements: 31-inch top of rail height, 8-inch blockouts, W6 x 8.5 steel posts, 12ft-6in W-beam panels, and mid-span splice connection to run of rail.

1. Parallel Terminal.
 - a. Provide terminals meeting the following:
 - (1) Crashworthiness: MASH-compliant Test Level 3 terminals
 - (2) Length: 50 feet nominal effective length.
 - (3) End Offset: 0 to 2 feet (25:1 or flatter straight taper) Offset end as shown on the Plans.
2. Buried in Backslope Terminal: Provide MASH-compliant Test Level 3 terminals.

Delete Section 729 in its entirety and substitute the following:

SECTION 729 GEOSYNTHETICS

10/12/18 (HSM18-3)

729-2.01 GEOTEXTILE FOR SUBSURFACE DRAINAGE, SEPARATION, STABILIZATION, EROSION CONTROL AND EMBANKMENT REINFORCEMENT.

1. Subsurface Drainage. Meet AASHTO M 288 for Subsurface Drainage, except provide a minimum permittivity of 0.50 sec^{-1} , and meet Class 2 Strength Property Requirements.
2. Separation. Meet AASHTO M 288 for Separation, except provide a minimum permittivity of 0.50 sec^{-1} , and meet Class 3 Strength Property Requirements.
3. Stabilization. Meet AASHTO M 288 for Stabilization, except provides a minimum permittivity of 0.50 sec^{-1} , and meet Class 1 Strength Property Requirements.
4. Erosion Control. Meet AASHTO M 288 for Permanent Erosion Control and meet Class 1 Strength Property Requirements.
5. Reinforcement. Meet the requirements in Table 729-1 for Type 1 or Type 2.

Package, label, handle and store geotextile materials according to ASTM D 4873.

**TABLE 729-1
GEOTEXTILE REINFORCEMENT PROPERTIES**

Property	Test Method	Units	Requirement ^a	
			Type 1	Type 2
Grab Tensile	ASTM D4632	lb.	200/200	400/400
Grab Elongation	ASTM D4632	% (MD)	10	10
Wide Width Tensile	ASTM D4595	lb/in. (ultimate)	200/200	400/400
Wide Width Tensile	ASTM D4595	lb/in. (@ 5% strain)	100/100	200/200
Seam Breaking Strength	ASTM D4632	lb./in.	180	360
Puncture	ASTM D6241	lb.	500	1500
Trapezoidal Tear	ASTM D4533	lb.	100	150
AOS	ASTM D4751	U.S. sieve size	#30 ^b	#30 ^b
Permittivity	ASTM D4491	sec ⁻¹	0.20	0.20
Flow Rate	ASTM D4491	gal./min./ft ²	10	10

^a Minimum Average Roll Values (MARV) in machine direction (MD) / cross-machine direction (XD) unless otherwise specified

^b Maximum average roll value

729-2.02 SILT FENCE. Meet AASHTO M 288 for Temporary Silt Fence.

729-2.03 PAVING FABRIC. Meet AASHTO M 288 for Paving Fabric.

729-2.04 GEOGRID FOR EMBANKMENT AND ROADWAY STABILIZATION AND REINFORCEMENT.

Provide geogrid consisting of a regular network of connected polymer tensile elements with aperture geometry sufficient to provide significant mechanical interlock with the surrounding material. Provide dimensionally stable geogrid that is able to retain its geometry during construction. Provide geogrid structure that resists ultraviolet degradation and all forms of chemical and biological degradation encountered in the material in which it is buried.

Package, label, handle, and store geogrid material according to ASTM D 4873.

1. Stabilization. Provide geogrid that meets the survivability requirements in Table 729-2 and meets the physical requirements in Table 729-3.
2. Reinforcement. Provide geogrid that meets the survivability requirements in Table 729-2 and as shown on the Plans.

**TABLE 729-2
GEOGRID SURVIVABILITY REQUIREMENTS**

Property	Test Method	Units	Requirement	
			CLASS 1	CLASS 2
Ultimate Multi-Rib Tensile Strength ^a	ASTM D6637	lb./ft.	1230	820
Junction Strength ^a	ASTM D7737	lb.	25	25
Ultraviolet Stability (Retained Strength)	ASTM D4355	%	50% after 500 hours of exposure	

^a Minimum Average Roll Value (MARV) in any rib direction.

**TABLE 729-3
GEOGRID PHYSICAL REQUIREMENTS**

Property	Test Method	Units	Requirement
2% Tensile Strength ^a	ASTM D6637	lb./ft.	≥ 400
5% Tensile Strength ^a	ASTM D6637	lb./ft.	≥ 800
Percent Open Area	COE, CW-02215	%	50 – 80
Aperture Size ^b	Direct measure	in.	0.5 – 3.0

^a Minimum Average Roll Value (MARV) in machine and cross-machine directions.

^b measured as the spacing between parallel ribs.

SECTION 730 SIGN MATERIALS

12/22/17 (SM-6)

730-2.05 FLEXIBLE DELINEATOR POSTS. *Delete this subsection in its entirety and substitute the following:* Durable fiberglass composite, polymer, or plastic material meeting the dimensions and colors shown on the Plans. Resistant to ultraviolet light, ozone and hydrocarbon damage and remain flexible at a temperature of minus 40 °F. Provide posts with reflectors that are capable of self-erecting and remaining serviceable after 5 head-on impacts at 55 mph and 10 impacts at 35 mph with an automobile at an air temperature of plus 40 °F.

SPECIAL PROVISIONS

**SECTION 103
AWARD AND EXECUTION OF CONTRACT**

01/01/06 (ES11)

Add the following subsection:

103-1.11 ESCROW OF BID DOCUMENTATION. Furnish a legible copy of your bid documentation and an affidavit, as instructed in writing by the Contracting Officer. Bid documentation consists of written documentation of all quantity takeoffs, construction schedules on which the bid is based, cost estimates, rates of production and progress, assumptions, calculations, quotes from subcontractors and suppliers, and other information used to prepare your bid for this project.

Obtain and furnish the same level of bid documentation, for each subcontractor, supplier or fabricator with a subcontract or agreement exceeding \$200,000, regardless of tier. Seal each entity's documentation in separate envelopes, labeled with the entity's name and address, submission date, and project name and number. Include a cover letter or quote signed by a responsible party.

Meet the following requirements:

1. Submitting Bid Documentation. Place bid documentation in a sealed container clearly marked "Bid Documentation" and labeled with the bidder's name and address, submission date, and project name and number. Deliver the sealed container to the Department-designated document Depository for safekeeping.
2. Affidavit. Submit directly to the Contracting Officer a signed and certified affidavit attesting that:
 - a. The affiant has examined the bid documentation and that it includes all documents used to prepare the bid;
 - b. The sealed container contains all bid documentation submitted;
 - c. The escrow materials were relied on to prepare the bid; and
 - d. Should a dispute arise, the Contractor's rights to use bid preparation documentation other than those in escrow are waived.
3. Access and Use of Escrow Documents. The bid documentation will remain in escrow, without access by either party, except as otherwise provided herein. In the event the Contractor (1) provides notice of intent to claim, (2) a claim, (3) a contract change order, or (4) initiates contract related litigation, the Department may obtain copies of the bid documentation as provided herein.

Both parties will submit to the Depository and copy to each other a list of personnel that are authorized to access the escrow documents. Use forms provided by the Depository.

Upon request, the Depository will set the time and place for access to escrow documents, will monitor the escrow documents review, and will arrange for a method of copying escrow documents. Access to escrow documents shall require at least five days advance written notice so that the other party has the opportunity to witness the escrow review, examination and use. There is no requirement that both parties witness the escrow document review, but if one party is absent then the review must occur in the presence of a neutral third-party observer to be designated by the Depository.

Notwithstanding paragraph five below, the Department will be allowed: to make copies of any and all escrow documentation (whether hard-copy, electronic, or otherwise); to use and review any copies made whether in the presence of the Contractor, or not; and to share copies with staff and consultants directly involved in the subject dispute.

Distribution is not authorized except as related to resolution of a dispute. The Department will be allowed to incorporate pertinent copies as supporting documentation in all significant contract change orders, contractual disputes, and the settlement of disputed claims.

The Department is not liable for any contractor costs associated with escrow review and use.

4. Failure to Provide Bid Documentation. Refusal or failure to provide your bid documentation or affidavit renders your bid nonresponsive. Failure or refusal to provide Subcontractor bid documentation, will result in subcontract disapproval.
5. Confidentiality of Bid Documentation. Materials held in escrow are your property. Except as otherwise provided herein, the escrow materials cannot be released without your approval.
6. Cost and Escrow Instruction. The Department pays to store all escrowed materials and instructs the depository regarding escrow.
7. Payment. Include within the overall Contract bid price all costs to comply with this subsection.
8. Return of Escrow Documentation. The original escrow documents will be returned to you once litigation is concluded, outstanding claims are resolved, you have completed the Contract, and the Department receives an executed Contractor's Release (Form 25D-117) with no exceptions listed.

SECTION 104 SCOPE OF WORK

11/30/12 (H5)

Add the following subsection:

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

SECTION 106 CONTROL OF MATERIAL

04/30/17 (N2)

106-1.02 MATERIALS SOURCES.

1. General. Add the following subparagraph:

- j. If pre-existing, naturally occurring, hazardous material is encountered in any Material Source under Department ownership, management, or permit; the Department will pay in accordance with Section 109-1.05 for the proper handling and disposal of the hazardous material. Avoid excavation activity in the vicinity of the hazardous material. The Department will not be liable for any delays or impacts to the production of any materials items due to encountering the hazardous material. Contractor shall adhere to Subsection 107-1.11(6). Nothing in this subsection relieves the Contractor of any statutory liability.

SECTION 201 CLEARING AND GRUBBING

201-3.01 GENERAL. Add the following: Avoid mechanized vegetation clearing during the recommended migratory bird nesting window for the project area (May 1 – July 15) unless a mitigative BMP is submitted by the Contractor and approved by the Engineer.

Add the following after the third paragraph: From April 1 to December 10 mechanized clearing is prohibited between station 1647+00 and station 1663+00. Use of equipment that damages the vegetative mat is prohibited. The Contractor must receive written authorization from the Engineer prior to beginning clearing activities.

201-5.01 BASIS OF PAYMENT. Add the following: All hand clearing shall be considered subsidiary to Item 201(1A) Clearing.

All work and resources to clear, grub, stockpile, double-handle, remove, transport and place or dispose of organic soil and vegetation/debris is subsidiary.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTION

202-1.01 DESCRIPTION. Add the following: Relocate existing stockpiles.

Add the following subsection:

202-3.06 RELOCATE STOCKPILE. Relocate three stockpiles as indicated on Plan sheet E12.

Following the requirements of Section 642, perform surveying work for the determination of pre-relocated and post-relocated stockpile volumes.

A minimum of 7 calendar days prior to relocating stockpiles:

1. Submit survey developed volumes with backup data and calculations for each existing stockpile to be relocated to the Engineer
2. Contact the Department's Tazlina superintendent at (907) 822-3222 to coordinate and get approval for final locations of relocated stockpiles.

Work in a manner that does not contaminate stockpile material with foreign materials. Make the floor of each stockpile site uniform in cross section, compacted and well drained. Deposit the material in uniform layers or lifts. Avoid segregation of the various sized of crushed stone or gravel in each stockpile. Place the material in each lift by trucks or other types of hauling units. Only rubber tired vehicles are allowed on the stockpile.

Relocated stockpiles to occupy the smallest feasible areas(s). Make the completed stockpiles neat and regular in form. Make the height of the piles, or their average depth, not less than 20 feet. Make the side slopes 1-1/2:1 or steeper.

Submit survey developed post-relocated stockpile volumes with backup data and calculations to the Engineer. If there is a loss of material between the pre and post stockpile volumes, the Contractor will be responsible to produce a volume of equivalent material equal to the difference between the two volumes.

202-4.01 METHOD OF MEASUREMENT. Add the following: Relocating stockpiles will not be measured for payment.

202-5.01 BASIS OF PAYMENT. Add the following:

1. Relocate Stockpile. The contract price includes all work and resources required to relocate stockpiles.

Add the following pay items:

Pay Item	Pay Unit
202(4)A Removal of Culvert Pipe	Each
202(2030) Relocate Stockpile	Lump Sum

**SECTION 203
EXCAVATION AND EMBANKMENT**

01/20/15 (N8)

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

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

Delete the eleventh paragraph and substitute the following: Obliteration of Roadways includes all grading operations necessary to remove the existing asphalt and base course. The remaining embankment shall be scarified and seeded. Seed in accordance with 618-3.02-3.07 requirements.

Add the following: At the direction of the Engineer, excavation and disposal of unsuitable material required from below the excavation limit shown on the Plans will be paid for under item 203(3) Unclassified Excavation. Any backfill or bedding material will be paid for at the contract unit price for the material being used.

203-3.02 ROCK EXCAVATION. Add the following:

5. Alyeska Pipeline Service Company Coordination: Follow the requirements defined in Alyeska's Letter of Non-Objection letter attached in Appendix A.

4/30/17 (N10)

203-3.03 EMBANKMENT CONSTRUCTION. Delete the fifth paragraph and substitute the following: Existing roadway embankments shall be spread to redistribute the material from the existing roadway for the full width and within the limits of the new roadway prism to form an approximately level surface, prior to placing new embankment. The spread material shall be compacted in accordance with 203-3.04. The minimum depth of excavation in spread existing roadway areas will be to the bottom of the lowest layer shown on the typical section. This work will be paid for as unclassified excavation.

01/20/15 (N11)

Delete the fourteenth paragraph and substitute the following: When embankments are to be constructed across wet or swampy ground, which will not support the weight of heavy hauling and spreading equipment, the Contractor shall choose such methods of embankment construction and use such hauling and spreading equipment as will least disturb the soft foundation. When soft foundations are encountered, and when approved by the Engineer, the lower part of the fill may be constructed by dumping and spreading successive vehicle loads in a uniformly distributed layer of a thickness not greater than that necessary to support the vehicle while placing subsequent layers, after which the remainder of the embankment shall be constructed in layers and compacted as specified.

It is not the policy of the State to allow an increase in the planned depth of embankment material over soft, wet, or swampy ground for the sole purpose of providing support for heavy hauling and spreading equipment, unless the Contractor proves to the satisfaction of the Engineer that the planned depth is inadequate to support light hauling vehicles. If use of smaller hauling vehicles or different methods of embankment construction than originally contemplated are necessary to comply with the foregoing, such shall not be the basis for a claim for extra compensation. The contract unit price for the various pay items involved shall be full compensation for all labor, materials, and equipment necessary to perform the work outlined herein.

01/20/15 (N12)

203-4.01 METHOD OF MEASUREMENT. *Add the following:* Borrow will not be weighed or used while free moisture is observed draining from the haul vehicle at the scale location.

203-5.01 BASIS OF PAYMENT. *Add the following:* Ten percent (10%) of the value earned in the progress period shall be withheld on progress payments for all Section 203 items of work. Five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization is initiated. The last five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization as defined by the *Construction General Permit* has been obtained and accepted by the Engineer.

The Contractor shall be required to stabilize work areas as sections of the work are completed. Ten percent (10%) of the payment for Unclassified Excavation shall be withheld until BMPs for permanent stabilization are in place and final stabilization as defined under Subsection 641-1.02 has been achieved and accepted by the Engineer. This applies to, but is not limited to, new cut faces, and waste stockpile locations and roadway embankment slopes.

Add the following to the list of subsidiary work:

10. Work and resources required to comply with Alyeska Pipeline Service Company's Letter of Non-Objection requirements.
11. All work and resources required to remove, salvage and relocate Alyeska's access road gate, construct berms, provide and place organic soil and boulders
12. All work and resources required to produce and place Section 703 embankment materials
13. All work and resources to excavate, stockpile, double-handle, haul, place and dispose of unsuitable or excess usable materials

SECTION 304 SUBBASE

04/30/17 (N15)

304-5.01 BASIS OF PAYMENT. *Add the following:* Ten percent (10%) of the value earned in the progress period shall be withheld on progress payments for all Section 304 items of work. Five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization is initiated. The last five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization as defined by the *Construction General Permit* has been obtained and accepted by the Engineer. Withholding will be made under Item 641(6) Withholding.

**SECTION 401
HOT MIX ASPHALT PAVEMENT**

10/17/18 (N76)

401-2.08 RECYCLED ASPHALT PAVEMENT. Add the following: When the specified asphalt binder is PG 52-40 the maximum amount of RAP in the HMA is limited to 15%.

04/30/17 (N66)

401-3.17 JOINTS. Delete the last sentence of the seventh paragraph.

Delete the last sentence of the tenth paragraph and substitute the following: Joints formed by paving in echelon while the mat temperature is over 200°F, as measured by the Engineer, within three inches of the joint are considered hot lapped and do not require tack coat or joint adhesive.

Add the following paragraph: When Pay Item Longitudinal Joint Density Price Adjustment appears in the Bid Schedule:

1. Longitudinal joint density will be evaluated for price adjustment according to Subsection 401-4.03.2.
2. Hot lapped joints will receive the full Longitudinal Joint Density Price Adjustment incentive without testing for joint density.

401-3.18 SURFACE REQUIREMENTS AND TOLERANCE. Delete the third paragraph and substitute the following: When Pay Item Pavement Smoothness Price Adjustment appears in the Bid Schedule:

1. Pavement smoothness will be evaluated for price adjustment according to Subsection 401-4.03.3.
2. The Engineer will use an inertial profiler to measure the top lift HMA surface in the driving lanes for surface smoothness within 21 days after paving is complete and driving lanes are delineated.

Delete the last paragraph.

401-4.03 EVALUATION OF MATERIALS FOR ACCEPTANCE. Delete the first two paragraphs and substitute the following: The Engineer may reject material which appears to be defective based on visual inspection. If a test of rejected material is requested, a minimum of two samples are collected from the rejected material and tested. If all test results are within specification limits, payment for the material is made.

The following methods are applied to each type of HMA when the corresponding Price Adjustment Pay Item appears in the Bid Schedule. These methods describe how price adjustments are determined based on the quality of the HMA, longitudinal joint density, and pavement smoothness.

Delete Section 406 in its entirety and substitute the following:

**SECTION 406
RUMBLE STRIPS**

03/30/17 (N69)

406-1.01 DESCRIPTION. Construct a series of indentations into the roadway pavement as shown on the Plans.

406-2.01 MATERIALS. None.

406-3.01 CONSTRUCTION REQUIREMENTS. Stake all locations where milling will start and stop at intersections, approaches, turn lanes, gang mailbox installations, on and off ramps, public turnouts, bridges, narrow shoulders, and railroad tracks. Do not begin milling until all start and stop locations have been approved by the Engineer.

Construct rumble strips with a milling machine designed specifically for milling rumble strips into asphalt pavement. The milling equipment shall provide a smooth cut (approximately 1/16 inch between peaks and valleys), and include a guidance system clearly visible to the operator to provide for consistent alignment of each rumble.

Make the edges of the milled indentation straight, smooth and free of spalling. Do not construct rumble strips on HMA longitudinal joints or on Portland Cement Concrete. Do not construct rumble strips before the lane edge line has been acceptably placed. Meet the following tolerances:

1. Length and Width of indentation: $\pm 1/2$ inch
2. Depth of indentation: $\pm 1/16$ inch
3. Spacing between indentations: $\pm 1/2$ inch
4. Alignment of rumble strip to lane edge line: ± 1 inch

Clean milling debris off the pavement immediately after milling by sweeping the debris onto the embankment foreslope. Do not allow an accumulation of millings to impede roadway drainage or enter any waterways or wetlands.

Rumble strips will be unacceptable if they do not meet the specified tolerances, or the pavement surface is damaged through spalling as a result of rumble strip installation. Unacceptable rumble strips shall be ground out full-width to a depth of 2-inches, repaved with HMA according to Section 401, and reinstalled to the satisfaction of the Engineer.

406-4.01 METHOD OF MEASUREMENT. This Item will not be measured for payment.

406-5.01 BASIS OF PAYMENT. The contract bid price shall be full compensation for staking locations of rumble strips, milling of rumble strips, and cleaning of milling debris.

Payment will be made under:

Pay Item	Pay Unit
406(1) Rumble Strips	Lump Sum

SECTION 503 REINFORCING STEEL

503-3.05 SPLICING.

2. Electric Resistance Butt Welded Joints. *Delete bullet c. in its entirety and substitute the following:*

c. Testing/Inspection.

Perform job control tests using a testing laboratory with experience with ASTM A370 and California Test Method 670. A job control test consists of the fabrication, under the same conditions used to produce the splice, and the physical testing of 4 sample splices for each lot of splices. An authorized Department representative will designate when samples for job control tests are to be fabricated and will determine the limits of the lot represented by each job control test.

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A lot of shop produced resistance welded butt joints is defined as no more than 150 splices of the same type of welds used for each combination of bar size and bar deformation pattern that is used in the work.

The Engineer or the Engineer's authorized representative shall witness the job control tests performed by the testing laboratory. Give the Engineer at least 7 working days' notice before beginning control tests.

Identify sample splices with tamper proof and weatherproof markings prior to shipment to the testing laboratory.

The sample shall consist of a resistance welded butt splice bar and a control bar that are identified and marked as a set. The same reinforcing bar (hoop) may be used to provide the test weld and control bar.

Test each sample to failure in accordance with ASTM A706, ASTM A370 and California Test Method 670. Determine the ultimate tensile strength for all control bars by testing the bars to failure.

The production lot will be rejected if:

- (1) a sample fails within one bar diameter of the splice at less than 95 percent of the ultimate tensile strength of the associated control bar
- (2) necking of the bar prior to rupture, as defined in California Test Method 670, is not observed
- (3) a sample does not meet the mechanical requirements of ASTM A706 Grade 60

4. Mechanical Butt Splices. *Delete bullets c. and d. in their entirety and substitute the following:*

- c. Qualifications and Submittals. A splice will be considered qualified if the splice can develop a minimum tensile strength of 80000 psi, based on the nominal bar area, and the bars within the splice do not exceed a total slip shown in Table 503-3, when tested according to the relevant material ASTM, ASTM A370 and California Test Method 670.

**TABLE 503-3
TOTAL SLIP LENGTH**

Reinforcing Bar No.	Total Slip (inch)
4	0.020
5	0.020
6	0.020
7	0.028
8	0.028
9	0.028
10	0.036
11	0.036
14	0.048
18	0.060

Submit the following information:

- (1) the manufacturer's name;
- (2) the name of the product or assembly;
- (3) the lot, heat, or batch number that identifies the splice;
- (4) the bar grade and size number to be spliced by the material;
- (5) a complete description of the splice and installation procedure; and,

(6) test results indicating the splice, used according to the manufacturer's procedures, complies with the minimum tensile strength requirements and the total slip requirements.

- d. Testing/Inspection. Perform job control tests consisting of the fabrication, under conditions used to produce the splice, and tensile testing of 6 sample splices for each lot of splices. The Engineer will designate when samples for job control tests are to be fabricated and will determine the limits of the lot represented by each job control test.

A lot of mechanical butt joints is defined as no more than 150 splices of the same type of mechanical butt splice used for each combination of bar size and bar deformation pattern that is used in the work.

Make splice samples using the same splice materials, position, equipment, and following the same procedures as used to make splices in the work. Make splice samples at least 5 feet long with the splice at mid-length. Shorter sample splice bars may be used if approved by the Engineer.

Perform job control tests in the presence of the Engineer. Splices tested in the absence of the Engineer may be rejected. Notify the Engineer, in writing, at least 7 working days prior to performing testing.

Identify sample splices with weatherproof markings prior to shipment to the testing laboratory.

Test each sample according to the relevant material ASTM, ASTM A370 and California Test Method 670. Tensile test each sample until partial or total fracture of the parent bar material, mechanical splice material, or bar-to-splice connection.

All splices in the lot represented by a test will be considered to meet the tensile strength requirements when the minimum individual tensile strength of the sampled splices is not less than 80000 psi, based on the nominal bar area.

5. Mechanical Lap Splices. *Delete bullets b. and c. in their entirety and substitute the following:*

- b. Qualifications. A splice will be considered qualified if the splice can develop a minimum tensile strength of 75000 psi, based on the nominal bar area, when tested according to the relevant material ASTM, ASTM A370 and California Test Method 670.

Submit the following information:

- (1) the manufacturer's name;
- (2) the name of the product or assembly;
- (3) the lot, heat, or batch number that identifies the splice;
- (4) the bar grade and size number to be spliced by the material;
- (5) a complete description of the splice and installation procedure; and,
- (6) test results indicating the splice, used according to the manufacturer's procedures, complies with the minimum tensile strength requirements.

- c. Testing/Inspection. Perform job control tests consisting of the fabrication, under conditions used to produce the splice, and tensile testing of 6 sample splices for each lot of splices. The Engineer will designate when samples for job control tests are to be fabricated and will determine the limits of the lot represented by each job control test.

A lot of mechanical butt joints is defined as no more than 150 splices of the same type of mechanical butt splice used for each combination of bar size and bar deformation pattern that is used in the work.

Make splice samples using the same splice materials, position, equipment, and following the same procedures as used to make splices in the work. Make splice samples at least 5 feet long with the splice at mid-length. Shorter sample splice bars may be used if approved by the Engineer.

Perform job control tests in the presence of the Engineer. Splices tested in the absence of the Engineer may be rejected. Notify the Engineer, in writing, at least 7 working days prior to performing testing.

Identify sample splices with weatherproof markings prior to shipment to the testing laboratory.

Test each sample according to the relevant material ASTM, ASTM A370 and California Test Method 670. Tensile test each sample until partial or total fracture of the parent bar material, mechanical splice material, or bar-to-splice connection.

All splices in the lot represented by a test will be considered to meet the tensile strength requirements when the minimum individual tensile strength of the sampled splices is not less than 75000 psi, based on the nominal bar area.

503-3.06 HEADED BAR REINFORCING STEEL. *Delete this subsection in its entirety and substitute the following:* Use headed bar reinforcing steel consisting of deformed reinforcing steel bars with a head attached to one or both ends. Attachment can be accomplished through welding or forging of heads onto the bar ends, by internal threads in the head mating to threads on the bar end or by a separate threaded nut to secure the head to the bar. Heads may be forge formed, machined from bar stock, or cut from plate.

Perform production control tests consisting of the installation, using the same procedure as used in the work, and tensile testing of 3 sample headed bar assemblies for each lot of heads.

A production lot of headed bar reinforcing steel is defined as no more than 150 headed bar assemblies of the same bar size, with heads of the same size and type, and manufactured by the same method, produced from bar material of a single heat number and head material of a single heat number. For bars having heads on both ends, the bar will be counted as 2 reinforcing steel bars for the purposes of establishing and testing production lots.

Test each sample according to ASTM A970.

All headed bar assemblies in the lot represented by a test will be considered to meet the tensile strength requirements when the minimum individual tensile strength of the sampled headed bar assemblies meets the tensile strength requirements of ASTM A970. Failure of one or more sample headed bar assemblies will result in the rejection of the entire lot.

Provide the test reports to the Engineer for approval prior to placing concrete.

Delete Section 508 and substitute the following:

SECTION 508 WATERPROOFING MEMBRANE

508-1.01 DESCRIPTION. Furnish and install a liquid, spray-applied, waterproofing membrane system on concrete bridge decks where specified on the plans.

508-2.01 MATERIALS. Use a spray-applied waterproofing system that meets the following requirements.

ASTM D4541	Adhesion to concrete of 100 psi, minimum, with failure in concrete
ASTM D638	Tensile strength at break of 1500 psi, minimum
ASTM D638	Elongation at break of 130%, minimum
ASTM C1305	Crack bridging to pass at least 10 cycles of 1/8 inch when tested at -15°F

CONSTRUCTION REQUIREMENTS

508-3.01 SUBMITTALS. Submit for approval a copy of the manufacturer's latest product brochure, data sheets, third party physical property test results, installation procedure, curb and corner details, schedule, list of equipment, manufacturer's representative name and performance data. Provide one complete submittal not less than 30 days prior to installation of the waterproofing membrane system.

508-3.02 QUALITY ASSURANCE. Provide written authorization from the manufacturer that the Contractor applying the waterproofing membrane system is authorized to apply the system.

Install waterproofing membrane system under the on-site supervision of a representative from the manufacturer. The representative must be on site for the full duration of installation and testing operations. Do not substitute manufacturer's representative listed in the submittal without prior written approval from the Engineer.

508-3.03 CONSTRUCTION. Install the waterproofing membrane system in accordance with the manufacturer's published installation procedure.

Prepare the concrete surfaces that are to receive the waterproofing membrane system as required by the manufacturer but as a minimum provide an abrasive blast cleaning meeting the requirements of the *International Concrete Repair Institute Guideline 310.2* CSP 5 followed by an air pressure sweep immediately prior to placing the primer.

Hold a pre-placement meeting with the Engineer at least 3 days prior to application of the membrane.

Maintain spray and other installation equipment in proper operating condition throughout installation. Provide reserve equipment as required.

Place a tack coat recommended for use by the manufacturer.

Protect adjacent surfaces not to be covered with the membrane from splatter or coating.

508-3.04 FIELD QUALITY CONTROL. Record all readings and test results into a "Quality Control Daily Log". Submit a copy of each daily log at the end of each day.

Record environmental conditions readings at least once every 4 hours, when ambient conditions significantly change, or immediately prior to performing a new task (prior to installing primer, prior to installing base membrane, etc.), whichever is more frequent. Environmental condition readings include: temperature, humidity, weather, and wind speed.

Record material batch numbers, processing information, and quantity of each material used.

Perform tensile adhesion bond testing of both primer and base membrane in accordance with ASTM D4541.

Perform dry film thickness testing of base membrane in accordance with SSPC-PA2 or SSPC-PA9 Measurement of Dry Coating Thickness. Destructive or stroke per gallon methods are also acceptable methods of thickness assurance.

1. If on-site representative uses magnetic test equipment, perform testing in accordance with SSPC-PA2 Measurement of Dry Coating Thickness with Magnetic Gages.
2. If on-site representative uses ultrasonic test equipment, perform testing in accordance with SSPC-PA9 Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.
3. Calibrate spray equipment with the stroke count per gallon of material sprayed method.
4. Repair destructive areas by re-spraying or filling with special 2 component gun grade material provided by the manufacturer.
5. Test the thickness of the other components of system using wet film or stroke per gallon methods.

Perform testing as needed to ensure proper thickness of each application but not less than 1 test for every 100 square feet of coated area.

Perform visual inspections of all coated surfaces throughout the installation process. Identify and repair all holidays or other defects in the waterproofing membrane system.

508-3.05 VERIFICATION AND INSPECTION. Upon completion of installation and prior to the application of the asphalt overlay, saturate the deck with multiple slow passes of a water truck, or with a water hose. Ensure that all areas of the deck are wetted. Prevent or mitigate erosion of embankments at the ends of the bridge due to verification and inspection. If leakage is observed, repair the waterproofing membrane system in accordance with the manufacturer's recommendations and re-test for leakage. If leakage is observed after the repairs are completed, remove the membrane and reinstall in accordance with subsection 508-3.03 and retest for leakage.

508-4.01 METHOD OF MEASUREMENT. Section 109.

508-5.01 BASIS OF PAYMENT. The contract price includes all surface preparation, primer, waterproofing materials, labor, equipment, inspection, reporting, repairs and other items and materials needed to install, inspect and test the waterproofing membrane system accepted in place.

Payment will be made under:

Pay Item	Pay Unit
508.0001.0000 Waterproofing Membrane, Spray-Applied	Lump Sum

SECTION 516 EXPANSION JOINTS AND BEARINGS

516-3.03 WATER STOPS. Delete this subsection in its entirety and substitute the following: Furnish and install a water stop sealant system where specified on the Plans. Maximize continuity using full-length segments of water stop strip tape for straight portions of joints.

Furnish a water stop that is capable of accommodating joint movement equal to half the bearing pad height or as shown on the Plans.

Follow the manufacturer's instructions for water stop adhesive and strip application.

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Blast clean concrete surfaces to receive water stops to the manufacturer's specification. Surfaces must be clean and dry according to manufacturer's instructions when the adhesive is applied.

Thermally bond overlapping water stop segments according to manufacturer's instructions. Overlap segments as per the manufacturer, but no less than 2 inches.

Do not damage water stop when backfilling adjacent to the system and structure. Remove and replace damaged water stops at no additional cost to the Department.

SECTION 603 CULVERTS AND STORMDRAINS

01/20/15 (N21)

603-3.03 JOINING PIPE. Delete numbered subparagraphs 2.a.2) & 3) and substitute the following:

- (2) Bands shall have a minimum width of 22 inches.

Delete numbered subparagraphs 2.b.2), 3) and 4) and substitute the following:

- (2) Bands shall have a minimum width of 22 inches and shall have two circumferential rows of projections for each pipe end being joined.
- (3) Furnish and install these bands with a gasket that resists infiltration and leakage.

SECTION 606 GUARDRAIL

606-4.01 METHOD OF MEASUREMENT. Add the following:

- 1. Guardrail. Extra guardrail elements required for nested guardrail are subsidiary to other 606 pay items.

11/01/16 (N67)

606-5.01 BASIS OF PAYMENT. Add the following: All traffic control devices necessary for removal, installation, reconstruction, or maintenance of 606 Pay Items shall be subsidiary to the respective 606 Pay Items.

SECTION 610 DITCH LINING

610-2.01 MATERIALS. Delete this subsection in its entirety and substitute the following: Use Selected Material Type A. Meet 703-2.07 requirements.

**SECTION 611
RIPRAP**

01/20/15 (N23)

611-2.01 MATERIALS. Add the following after the first sentence: WAQTC FOP for AASHTO T 85 will determine apparent specific gravity.

01/20/15 (N24)

611-3.01 CONSTRUCTION REQUIREMENTS. Add the following after the first sentence of the second paragraph: The Contractor shall not deposit excavated materials in adjacent stream channels or other bodies of water or in areas subject to flooding during high flows.

611-5.01 BASIS OF PAYMENT. Add the following:

Pay Item	Pay Unit
611(1)A Riprap, Class I	Cubic Yard
611(1)B Riprap, Class II	Cubic Yard

Delete Section 613 in its entirety and substitute the following:

01/20/15 (N25)

**SECTION 613
MONUMENTS AND MARKERS**

613-1.01 DESCRIPTION. This work consists of furnishing and installing culvert marker posts in conformance with the plans and specifications or as directed.

613-2.01 MATERIALS. Steel mounting supports shall conform to the requirements of ASTM A 36. Steel mounting supports and fasteners for culvert marker posts shall be galvanized in accordance with AASHTO M 232.

Culvert marker posts shall be Carsonite CIB-380 flexible markers, or approved equal.

613-3.01 CONSTRUCTION REQUIREMENTS. Culvert marker posts shall be installed as detailed on the plans.

613-4.01 METHOD OF MEASUREMENT. The quantities paid for shall be the actual number of culvert marker posts furnished, installed, and accepted.

If Item 613(2) does not appear on the bid schedule all costs associated with providing and installing culvert marker posts shall be considered subsidiary to culvert installation and will not be measured or paid for separately.

613-5.01 BASIS OF PAYMENT. Culvert marker posts shall be paid for at the contract price, per unit of measurement, for the pay item shown in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
613(2) Culvert Marker Post	Each

SECTION 615 STANDARD SIGNS

01/20/15 (N27)

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

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

11/01/16 (N68)

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

Delete Section 618 in its entirety and substitute the following:

01/20/15 (N30)

SECTION 618 SEEDING

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

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

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618-3.02 SEEDING SEASON. Perform seeding after the ground is free of snow and no sooner than May 31 and no later than August 15. Perform seeding when wind conditions, climatic conditions, and soil conditions will not hinder seeding and establishment.

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

Hydraulic Method:

1. Seeding by the hydraulic method consists of furnishing and placing a slurry of dye, seed, fertilizer, trace mulch, water, and a second application of mulch.
2. Do not place seed in the slurry prior to 30 minutes before application.
3. Add the proportionate amount of seed to the water slurry in the hydraulic seeder after the proportionate amounts of trace mulch and fertilizer have been added.
4. Apply the slurry mixture in a manner that results in an even distribution of all materials. Apply seed, fertilizer, and trace mulch together in one application.
5. Hydraulic seeding equipment must maintain continuous slurry agitation so that a homogeneous, uniform mixture is applied through a spray nozzle, for the complete tank load. The pump must be capable of producing sufficient pressure to maintain a continuous, nonfluctuating spray capable of reaching the extremities of the seeding area with the pump & nozzle unit located on the roadbed. Provide sufficient hose to reach areas not practical to seed from the pump & nozzle unit situated on the road bed.
6. A second application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

Mechanical Method:

1. Use mechanical spreaders, seed drills or other approved mechanical seeding equipment when seed and fertilizer are to be applied in dry form.
2. Water seeding area both prior to and after the application of fertilizer.
3. Spread fertilizer separately from seed.
4. An application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

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

MATERIALS	TYPE	APPLICATION RATE PER 1,000 SQUARE FEET
Seed*	'Nortran' Tufted Hairgrass	.35 lb
	'Arctared' Red Fescue	.25 lb
	'Wainwright' Slender Wheatgrass	.25 lb
	'Boreal' Red Fescue	.10 lb
	Annual Ryegrass	.05 lb
	Total	1.0 lb
Fertilizer	20-20-10	10 lb
Trace mulch**	See Subsection 727-2.01	20 lb

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

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

618-3.05 MAINTENANCE. Protect seeded areas against erosion and sedimentation. Protect seeded areas against traffic by approved warning signs or barricades. Water seeded areas, in a non-erosive manner, as required to establish a uniform living perennial vegetative cover. Be responsible for identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas. The second application of mulch shall be maintained so it properly performs its temporary stabilization function until final stabilization is achieved. Rescarify, reseed, refertilize and remulch unproductive areas as directed by the Engineer.

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

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

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

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

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

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

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

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

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

Payment will be made under:

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

SECTION 621 PLANTING TREES AND SHRUBS

621-1.01 DESCRIPTION. Add the following: Restore wetlands at the Haggard Creek Trailhead as indicated on the Plans.

This work also includes harvesting and transplanting vegetative mat, providing and storing dormant Willow cuttings to be used in the live staking and live siltation for protection and re-vegetation of channel banks.

Existing vegetative mat, shrubs and trees smaller than 2-inch caliper at the new Haggard Creek bridge site shall be salvaged, stockpiled and replanted at the direction of the Engineer. The vegetative mat is to be transplanted over constructed bank and flood plain at Haggard Creek as shown on the Plans.

Stockpiled vegetation will be watered to maintain viability between harvesting and replanting.

621-2.01 PLANT STOCK.

2. Collected Stock. Add the following: Woody plants acceptable for dormant cuttings are as follows:

Barclay Willow	(Salix Barclayi)
Diamond Willow	(Salix Pulchra)
Felt Leaf Willow	(Salix Alaxenis)
Little Tree Willow	(Salix Arbusculoides)
Pacific Willow	(Salix Lasiandra)

Collect dormant cuttings and vegetative mat under the supervision of a plant material consultant provided by the Contractor and approved by the Engineer. The Contractor is responsible for locating, harvesting, storing, maintaining and providing a controlled cold storage facility for dormant cuttings and vegetative mat. At least one week before the harvest the Contractor shall submit a harvest site location sketch/map for the Engineer's approval.

- a. Dormant Willow Cuttings. Harvest dormant cuttings from living woody plants when the plants are not actively growing. Collect the cuttings from the species specified unless the Engineer approves alternates. Do not mix invasive vines or plant materials with the cuttings. Leave such material at the harvest site.

Provide live dormant cuttings ½ inch to 2 inches in diameter, 3 feet to 4 feet long. Handle live dormant cuttings with care to avoid bark stripping and trunk wood splitting. Make cuts 8 inches to 12 inches from the ground. Make cuts flat or at a blunt angle with pruning shears. Cut the basal ends, not the growing tips to obtain the required length.

Collect cuttings, to be used for spring and early summer plantings, during winter/early spring before leaves appear but no later than March 31. For fall dormant plantings, collect cuttings in the late summer/early fall, after plants have gone dormant, after leaves change color, and have dropped. Flower buds ("pussy willows") are not acceptable. These buds typically occur at the tips of branches produced during the last growing season.

1. Binding. Group cuttings and bind together securely with twine at the harvesting site for ease of handling and for protection during transport. Keep side branches intact. Place growing tips in the same direction. Do not damage the cuttings.
2. Identification. Label live dormant cuttings. Securely attach labels to the bundles and/or groups of cuttings, indicating plant species and the date collected.

3. Transportation to Cold Storage. Place cuttings in the transport vehicle using hoisting belts, in an orderly manner, and cover to prevent damage or bruising and to prevent drying out. Schedule cutting and delivery to the cold storage facility so that the materials can be processed the day they arrive.
4. Inspection. Upon arrival at the cold storage facility, the Engineer will inspect labeled dormant cuttings for proper length, diameter, binding, labeling, and the presence of unapproved plants.
5. Cold Storage. Store live dormant cuttings in a secure refrigerated area. If collection of dormant cuttings occurs while daytime temperatures remain below freezing, freeze not colder than 0°F until planting. If daytime temperatures are above freezing during collection, refrigerate cuttings at temperatures between 31°F and 40°F, with 60 to 70 percent humidity, until planting.

Place cuttings in ventilated plastic bags or a plastic cover. Monitor temperature and humidity to prevent cuttings from drying out, sprouting, or mildew. Discard cuttings that have mold, are dried out, or have sprouted. Shade and protect outside storage locations from wind. Protect cuttings from drying.

6. Transportation to Work Site. Before use, soak cuttings in cool water for at least 24-hours before, but for no more than 48-hours. Take cuttings directly from the cold storage site to the planting site. Deliver only plant material, to be installed that day, to the work site. Do not return unplanted cuttings to cold storage. Shade and protect cuttings from damage, bruising, wind, and drying during transport and while on site.
- b. Vegetative Mat. The vegetative mat shall be harvested from the Haggard Creek streambank and flood plain areas at the new bridge installation. Harvest the vegetative mat by cutting the shoots and root/soil mass into a block. Cut the root/soil mass as deeply as possible. Lift the mat from the ground by hand or with mechanized equipment. Transport the mat to a temporary storage site located adjacent to Haggard Creek and out of the way of construction activities.

621-2.02 FERTILIZER. Add the following: Keep fertilizer out of stream channels. Fertilizer shall not be applied to vegetative mat, Willow cuttings, or live Willow stakes.

621-3.01 TEMPORARY STORAGE. Add the following: The Contractor shall store, water and maintain the vegetative mat until it is installed at the Haggard Creek restoration site as shown on the Plans. Temporary storage may last for more than one growing season. Temporary storage and maintenance of the vegetative mat shall follow and meet Subsection 621-3.03 and 621-3.07.

621-3.03 PLANTING.

1. Plant Season. Delete subparagraph 1.a and 1.b in their entirety and substitute the following:
 - a. Live Siltation, Live Staking and Vegetative Mat: Plant before July 1st.
5. Placing Plants. Add the following subparagraphs:
 - d. Live Siltation: Excavate a v-shaped trench behind coir logs installed where shown in the plans. Excavate the trench so that it parallels the toe of the streambank, and is approximately 2 feet deep. Lay a thick layer of willow branches (8-10 inches before compaction) in the trench so that 1/3 of the branch length is above the trench and the branches angle out toward the stream. Place a minimum of 15 willow branches per foot in the trench.

Live stake upslope from live siltation where required, then seed the finished surface in accordance with Section 618.

- e. Live Staking: On the top of the bank and live siltation layer, after the vegetative mat and final soil layer has been placed, prepared smooth and uniform, install the dormant stakes 24 to 36 inches on center at random spacing. Use rebar, 3/4 inch or less in diameter, to create a planting hole for longer stakes, particularly when planting in compact and gravelly soils. Plant the stakes vertically, placing at least 3/4 of the stake below ground so that a minimum of 12 inches and no more than 1/4 of the total plant/branch length extends above the soil surface. Tightly pack the soil around the stake so that no air pockets remain.

Seed construction access and any cleared areas in accordance with Section 618 after live siltation and live staking to prevent erosion.

- f. Vegetative Mat: Prepare the planting site by excavating the existing road embankment down to native soils. Scarify or place topsoil as necessary to accommodate the dimensions of the vegetative mat.

When the vegetative mat is placed to adjacent vegetative mats, place mat to ensure there is no gap between them so the edges are not exposed to the air, which would dry and damage the roots. If needed, place soil in the spaces between veg mats to cover and protect the roots. Tamp down the vegetative mat so that it is in direct contact with the soil, and water the entire vegetative mat thoroughly. Cover the sides of the mat with soil. Trim the vegetative mat shoots back by 1/4 to compensate for root loss and to promote root growth. Water the vegetative mat as needed to establish plant growth and stability.

6. Backfilling. Add the following: Backfill over the branches of live siltation with organic topsoil and vegetative mat as shown on the Plans. Live stake upslope from live siltation where required, then seed the finished surface in accordance with Section 618.

621-3.04 PERIOD OF ESTABLISHMENT. Add the following subparagraph:

1. Live Siltation, Live Staking and Vegetative Mat. The establishment period shall extend for one complete growing season after the required planting is completed. A growing season is from May 1, to September 30.

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 according to Subsection 105-1.16.

621-3.06 PLANT REPLACEMENTS. Add the following: Engineer and Contractor's representative, in the spring of the year following the planting year and before June 30, shall inventory Willow cuttings planted on the project to determine the number/area of dead plants/organic materials.

1. Live Siltation and Live Staking. At least 4 cuttings per foot, on average over a 4-foot section, for each individual layer, shall be healthy and in a flourishing condition. For areas not meeting this requirement, replant the areas using live staking techniques; space the replacement live stakes at 6-inches along the layer or as directed by the Engineer. Do not remove the dead cuttings.

If the number of dead or unhealthy live plants is higher than 25% of the quantities originally planted, replace a sufficient number of plants to increase the number of healthy plants to 75% of the quantities originally planted.

Provide healthy replacement Willow cuttings of the same size as the original plantings.

Perform replacement planting between July 1 and July 15 according to the original planting procedures and as described in this subsection.

If after the maintenance period a survival rate, as described in 1 above, of planted organic material has not been attained, replant the materials to attain the levels of survival as described in 1 above, for each live organic material planted.

Contractor is responsible for replacing plants vandalized, stolen, or damaged during the maintenance period. Replace plants as soon as weather conditions permit. Provide replacement plant quality equal to, or better than, initially specified.

621-3.07 MAINTENANCE. Add the following: Install and maintain plastic safety fence meeting the requirements in Section 643. Install plastic safety fence per the manufacturer's recommendations upon completion of channel bank protection, re-vegetation and restoration. Remove plastic safety fence at the end of the maintenance period for the Live Siltation and Live Staking.

Deep water Live Siltation/Live Staking willows and Vegetative Mat immediately after planting. Deep watering shall provide water penetration throughout the entire layer, to the top of the channel bank fill, with minimum runoff. Rain will not be considered a substitute for deep watering unless permitted by the Engineer.

Deep water the Live Siltation/Live Staking willows and Vegetative Mat as follows:

1. Deep water at least twice a week during the first 45 days after planting.
2. 45 days after planting, deep water during the remainder of the first growing season ending September 30 of the same year as the planting, through the maintenance period ending September 30 of the second growing season, as follows:
 - a. Once a week in May, June and July.
 - b. Once between August 10 and August 20.
 - c. Once during the last week in September.
3. The Engineer may direct the Contractor to deep water past September 30 or provide supplemental waterings any time during the life of the project when weather conditions are excessively warm or dry.

Daily water Live Siltation/Live Staking willows and Vegetative Mat as directed by the Engineer.

Watering equipment shall be equipped with, or followed by a vehicle equipped with a Type B advance warning arrow panel using caution mode according to Part VI of the Alaska Traffic Manual.

The maintenance period extends from the time of planting to September 30 of the next growing season.

621-4.01 METHOD OF MEASUREMENT. Add the following: All work and resources required under this Section will not be measured for payment.

621-5.01 BASIS OF PAYMENT. Delete this subsection in its entirety and substitute the following: Excavation, topsoil, organic soil, backfill, seeding, fertilization, water for maintenance, disposal of all unsuitable and surplus material are subsidiary.

1. Wetlands Restoration. All work and resources required to restore wetlands at the Haggard Creek Trailhead are subsidiary.

Payment will be made under:

Pay Item	Pay Unit
621(2015) Wetlands Restoration	Lump Sum

All work and resources required under this Section are subsidiary to Section 654.

Delete Section 639 in its entirety and substitute the following:

SECTION 639 DRIVEWAYS

639-1.01 DESCRIPTION. Construct approaches at the locations shown on the Plans.

639-2.01 MATERIALS. Use materials that conform to the Plans.

639-4.01 METHOD OF MEASUREMENT. By the number of approaches as shown on the Plans or as directed.

639-5.01 BASIS OF PAYMENT. Excavation required beyond the limits of the adjacent mainline is subsidiary.

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

Payment will be made under:

Pay Item	Pay Unit
639(3) Approached	Each

SECTION 641 EROSION, SEDIMENT, AND POLLUTION CONTROL

641-2.05 MATERIALS. *Add the following:* Rock Blanket shall be Selected Material Type A. Meet 703-2.07 requirements.

641-5.01 BASIS OF PAYMENT. *Add the following pay item:*

Pay Item	Pay Unit
641(8) Rock Blanket	Cubic Yard

SECTION 642 CONSTRUCTION SURVEYING AND MONUMENTS

01/20/15 (N34)

642-3.01 GENERAL. *Delete the fifth paragraph and substitute the following:* Follow the Department's Construction Surveying Requirements, or if GPS survey is approved by the Engineer, use the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

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Add the following to the last sentence in the second to the last paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

01/20/15 (N35)

Add the following: Stake all environmental permit boundaries, including but not limited to Corps of Engineers permit boundaries and temporary work zone boundaries, with green colored stakes. Stake according to the permit and frequently enough that you can construct the project without risk of violating the permit conditions, but in no case set stakes further apart than 200 feet or as deemed necessary by the Engineer.

642-3.02 CROSS SECTION SURVEYS. Delete the first paragraph and substitute the following: A lump sum Schedule of Values describing the required deliverables must be agreed upon prior to beginning work under this special provision.

1. Cross-Section Sheets. After clearing and grubbing work is complete and prior to starting any work under Division 200, 300, or 400, submit Cross-Section Sheets to the Engineer. The Contractor shall allow a minimum of 96 hours, from the time the Cross-Section Sheets are submitted to the Engineer, for profile grade adjustments to be made by the Engineer.
2.
 - a. Provide right angle cross-sections to the construction centerline. Cross-sections may be taken using conventional survey methods, or GPS methods, and/or may be extrapolated from a DTM. Conform to the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).
 - b. Provide cross-sections on station, at 100-foot intervals on tangents and 50-foot intervals on curves, and at cross culverts with a diameter equal to or greater than four feet, and at the B.O.P. / E.O.P., and at all horizontal P.C.s and P.T.s.
 - c. Show on every cross-section the:
 - (1) construction centerline
 - (2) existing ground, annotate the elevation of the existing ground at the construction centerline
 - (3) proposed typical section, annotate the elevation of the proposed finished ground at the construction centerline
 - (4) slope stakes, annotate each slope stake offset and elevation
 - (5) section's station
 - (6) section's end area for each type of Division 200, 300, or 400 material or work that appears in the bid schedule. Show each point, annotated with offset and elevation, that was used to compute the end areas.
 - d. Provide Cross-Section Sheets on 22" x 34" sheets at a readable scale, as approved by the Engineer. Provide digital copies of the Cross-Section Sheets in an electronic format approved by the Engineer.
 - e. Provide a summary of quantities with running totals for each type of Division 200, 300, or 400 material or work that appears in the bid schedule and on the Cross-Section Sheets.
2. Profile Sheets. After clearing and grubbing work is complete and prior to starting any work under Division 200, 300, or 400, submit Profile Sheets to the Engineer. The Contractor shall allow a minimum of 96 hours, from the time the Profile Sheets are submitted to the Engineer, for profile grade adjustments to be made by the Engineer.
3. Provide a profile of the existing and proposed ground. The profile may be taken using conventional survey methods, or GPS methods, and/or may be extrapolated from a DTM. Conform to the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

- a. Show on profile sheets the:
 - (1) construction centerline profile of the existing ground
 - (2) construction centerline profile of the proposed finished ground
 - (3) B.O.P. and E.O.P., annotate station and elevation for the B.O.P. and E.O.P.
 - (4) all proposed vertical P.C.s and P.T.s, annotate station and elevation for the proposed vertical P.C.s and P.T.s. Annotate vertical curve lengths and Rates of Vertical Curvature (K).
 - (5) Annotate grades between vertical curves
- b. Provide Profile Sheets on 22" x 34" sheets at a readable scale, as approved by the Engineer. Provide digital copies of the Profile Sheets in an electronic format approved by the Engineer.

Add the following to the first paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Delete numbered paragraph 4 of the second paragraph in its entirety and substitute the following: Department's Construction Surveying Requirements or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

01/20/15 (N38)

642-4.01 METHOD OF MEASUREMENT.

Item 642(3A) Three Person Survey Party. Delete in its entirety and substitute the following: Contingent sum work will be measured according to subsections 101-1.03 and 109-1.02 or 109-1.05. This item, when appearing on the Bid Schedule, will be used only for additional or unanticipated work made necessary by changes in the Contract.

Add the following:

Item 642(103) Cross Sections. The lump sum payment for item 642(103) shall be permanently reduced for substandard surveying work, illegible or incomplete surveying work, and/or untimely surveying work. Timely is defined as at least 96 hours prior to starting any work under Division 200, 300, or 400.

The lump sum payment for item 642(103) shall be permanently reduced for failure to provide deliverables conforming to this specification as defined in the agreed upon Schedule of Values. Should the value of the impacts from non-conforming deliverables exceed the value bid for item 642(103), then the Department shall permanently reduce the value of other contract items by the corresponding amount.

Ten percent (10%) of the value earned in the progress period shall be withheld on the progress payments until the Cross-Section Sheets and Profile Sheets are delivered to and accepted by the Engineer.

All work and materials required to stake environmental permit boundaries will not be measured for payment, rather is subsidiary to other items of work.

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

Pay Item	Pay Unit
642(103) Cross Sections	Lump Sum

SECTION 643 TRAFFIC MAINTENANCE

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following: The embankment shall be constructed to the top of Aggregate Base Course for at least 184 days (one winter/summer freeze/thaw cycle) prior to placing ATB and HMA. ATB and HMA placement shall occur no earlier than June 15 of the

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construction season. Prior to placing ATB the Contractor shall re-grade to the design line and grade using Aggregate Base Course, Grading D-1.

Prior to seasonal shutdown, any portion of the roadway which has been disturbed by construction activities, carries the traveling public and does not have an asphalt surface shall be covered with 4" of Aggregate Base Course, Grading D-1.

1. Aggregate Base Course which has been placed on top of the Subbase, Grading F finish grade and accepted by the Engineer will be paid for under Item 301(1).
2. Aggregate Base Course which has not been placed on top of the Subbase, Grading F finish grade and accepted by the Engineer shall be considered subsidiary to other items of work.

643-3.07 MAINTENANCE OF TRAFFIC DURING SUSPENSION OF WORK. *Add the following.* The Contractor is responsible for roadway maintenance while actively working on site. At a minimum the Contractor is responsible for roadway maintenance from May 1 thru October 15.

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643-5.01 BASIS OF PAYMENT.

11. Traffic Control. *Add the following schedule:*

TRAFFIC CONTROL RATE SCHEDULE

TRAFFIC CONTROL DEVICE	PAY UNIT	UNIT RATE
Construction Signs	Each/Day	\$ 6.50
Special Construction Signs	Square Foot	\$ 28.00
Type II Barricade	Each/Day	\$ 3.30
Type III Barricade	Each/Day	\$ 11.00
Traffic Cone or Tubular Marker	Each/Day	\$ 1.10
Drums	Each/Day	\$ 3.30
Temporary Guardrail	Linear Foot	\$ 25.00
Portable Concrete or Steel F Shape Barrier (12.5 foot standard length or \$8/foot)	Each	\$ 100.00
Temporary Crash Cushion/ non-redirective Water filled barrier (all required per end)	Each	\$ 2,500.00
Temporary Crash Cushion / non-redirective Water filled Barrels (all required per end)	Each	\$ 3,285.00
Temporary Crash Cushion / non-redirective Sand filled Barrels (all required per end)	Each	\$ 4,325.00
Temporary Crash Cushion / Redirective	Each	\$ 9,230.00
Plastic Safety Fence	Foot	\$ 1.00
Temporary Sidewalk Surfacing	Square Foot	\$ 2.00
Flexible Markers (Flat Whip, Reflective)	Each	\$ 60.00
Flagging	Hour	\$58.00
Electronic Boards, Panels and Signals		
Sequential Arrow Panel	Each/Day	\$ 36.00
Portable Changeable Message Board Sign	Each/Day	\$ 130.00
Portable Traffic Signals (Two)	Each/Day	\$361.00

TRAFFIC CONTROL DEVICE	PAY UNIT	UNIT RATE
Cars and Trucks w/driver		
Pilot Car (4x2 ½ ton truck, or any car)	Hour	\$72.00
Watering Truck – up to 4900 gallon capacity	M-Gallon	\$ 28.00
Watering Truck – more than 4900 gallon	M-Gallon	\$ 21.00
Street Sweeping (Regenerative Sweeper, Vacuum Sweeper, Mechanical or Power Broom with vacuum)	Hour	\$ 214.00
40,000 GVW Truck with Crash Attenuator	Hour	\$ 162.00
Interim Pavement Markings		
Painted Markings	Linear Foot	\$ 0.30
Preformed Pavement Marking Tape (removable or non-removable)	Linear Foot	\$ 1.75
Temporary Raised Pavement Markers	Each	\$ 1.00
Word or Symbol Markings	Each	\$ 40.00
Temporary Cover Markings	Linear Foot	\$ 4.00
Removal of Pavement Markings	Linear Foot	\$1.25

Delete Section 644 in its entirety and substitute the following:
04/15/16 (N41)

SECTION 644 SERVICES TO BE FURNISHED BY THE CONTRACTOR

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

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

644-2.01 FIELD OFFICE. Furnish and maintain a suitable office for the Engineer to use during construction. Make the Field Office available for occupancy 2 weeks before commencing work on the project through one week after Project Completion. The Field Office shall be within one half of one mile from the project.

1. Submit office proposal to the Engineer prior to procurement or transporting office to the project. The Engineer will approve the office general condition, location, access, features, and physical layout prior to beginning any office setup work. If this office is part of your building, completely partition it from the rest of the structure and provide a separate outside door equipped with a lock.
2. Provide at least the following minimum requirements, or as approved by the Engineer:
 - a. Floor space of at least 1,000 ft²
 - b. Window area of at least 60 ft²
 - c. Lockable outside door(s)
 - d. 8 each plastic folding tables, 8 ft. long
 - e. Shelf space of at least 24 linear feet

- f. Adequate heating and cooling devices, and fuel or power to run the devices, to maintain an office temperature between 65° and 75°F.
- g. Adequate ventilation
- h. Continuous supply of drinking water from an approved source or commercial supplier
- i. Sanitary facilities including adequate hand soap, hand sanitizer, toilet paper, and paper towels
- j. Janitorial services at least weekly
- k. Provide electrical service as indicated in 644-2.09, #1 Field Office

l. Internet Service and Phone:

Furnish and install a high speed internet service and three telephones, with all necessary ancillary equipment.

The internet system shall have a send and receive capability supporting 1.0 Mbps download speed or higher and 0.5 Mbps upload speed at all times. The internet system shall have a minimum monthly data usage of 10 GB. Include a wireless router and an appropriately sized battery backup for the internet system. The system shall be for the exclusive use of the Engineer.

The telephone system shall consist of commercially available telephones with the necessary equipment for each line. Provide one telephone that includes a built in digital answering machine.

Internet and telephone service shall be supplied and operational no more than two weeks after the field office has been set up on site. Service plans shall be provided and remain in effect for the duration of the use of the field office.

m. One multifunction Color Printer/Scanner/Copier meeting the following requirements:

New or like-new condition
 Printing/copying at least 32 ppm
 Scan speed of 40 ppm at 400 DPI in color, at a minimum
 Print/Scan/Copy 8.5" X 11" and 11" X 17" in color, at a minimum
 Supports network scanning (FTP and SMB Support)
 Supports network printing (PCL and Postscript)
 Network card included
 Automatic Document Feeder

Furnish ink and toner and perform repairs and maintenance as necessary.

The Printer/Scanner/Copier remains property of the Contractor upon completion of the contract.

- n. Make the field office accessible according to the requirements of *Americans with Disabilities Act Accessibility Guidelines* (ADAAG). Provide at least one designated handicap parking space.
- o. One AED (Automated External Defibrillator), with carrying case and properly marked wall cabinet. Provide training on how to use the AED.
- p. One combination Smoke and Carbon Monoxide Detector minimum. Provide combination Smoke and Carbon Monoxide Detectors in any location requested by the Engineer.
- q. One 25 Person Trauma First Aid Kit.
- r. 3 mobile hotspots with month-to-month data plans. Include car charger and 5 gigabytes of data usage per month.

3. Provide electrical power to the Department's portable concrete compressive strength lab if there are any bridge items in the bid schedule as identified in 644-2.09, #9.

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4. Provide electrical power to the Department's portable nuclear storage trailer as identified in 644-2.09, #8.
5. Provide the following to the Department's portable asphalt lab if there are any asphaltic materials in the bid schedule and item 644(2) Field Laboratory does not appear in the bid schedule.
 - a. electrical service as identified in 644-2.09, #4 Asphalt Laboratory.
 - b. internet service as specified for the Field Laboratory.

All long distance calls made by State personnel will be paid by the State. Installation and maintenance fees, local calls, connection fees and internet service provider fees, and all other fees shall be paid by the Contractor. Paper used by the copier/scanner/printer will be paid by the State.

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

1. Grade and compact a site for the lab acceptable to the Engineer. Locate and level the structure on this site. If subsequent ground movement causes an unlevel or unstable condition, re-level or re-locate the facility as directed.
2. Provide a weatherproof structure suitable to field test construction materials, with the following minimum functional requirements:
 - a. Floor space of 300 ft²
 - b. Two 10-ft² windows that open and lock
 - c. Lockable door(s)
 - d. Work bench(es), 2-1/2 X 16 feet total, 3 feet high
 - e. Shelf space, 1 X 16 feet
 - f. One 18-inch deep sink with attached industrial faucet with hand sprayer attachment and approved drain
 - g. A gravity-fed 250-gallon tank or pressurized constant water supply of acceptable quality
 - h. electrical service as indicated in 644-2.09, #2 Field Laboratory
 - i. Heating equipment suitable to maintain a uniform room temperature of 65° to 75°F
 - j. Storage cabinet, 3 ft X 3 ft X 3 ft, lockable, securely fixed to an inside wall with a hinged door opening outward
 - k. Office desk and 2 chairs
 - l. One combination Smoke and Carbon Monoxide Detector minimum. Provide Combination Smoke and Carbon Monoxide Detectors at any location requested by the Engineer.
 - m. One 25 person Trauma First Aid Kit.
 - n. Internet Service and Phone:

Furnish and install a high speed internet service and a telephone, with all necessary ancillary equipment.

The internet system shall have a send and receive capability supporting 1.0 Mbps download speed or higher and 0.5 Mbps upload speed at all times. The internet system shall have a minimum monthly data usage of 10 GB. Include a wireless router and an appropriately sized battery backup for the internet system. The system shall be separate from the internet system of the contractor for exclusive use of the Department.

The telephone system shall consist of commercially available telephones with the necessary equipment for each line. Provide one telephone that includes a built in digital answering machine.

Internet and telephone service shall be supplied and operational no more than two weeks after the field laboratory has been set up on site. Service plans shall be provided and remain in effect for the duration of the use of the field laboratory.

3. If the lab is a mobile unit mounted on axles and wheels, block the structure under the frame so that the wheels do not touch the ground and the blocking rests firmly on the prepared site.
4. Provide a separate weatherproof shed within 20 feet of the main lab structure with the following minimum functional requirements:
 - a. Floor 8 ft X 12 ft, ceiling height 8 ft
 - b. Door 4 ft wide and window 5 ft² that opens, both lockable
 - c. electrical service as identified in 644-2.09, #3 Field Laboratory Out Building
 - d. Work table 3 ft X 1-1/2 ft X 3 ft high, capable of supporting 250 pounds and affixed to an inside wall as directed
 - e. Concrete-slab floor, 8 ft X 8 ft X 4 inches thick, cast-in-place or pre-cast. Install anchor bolts in the floor to accommodate the mounting pattern of the Gilson sieving machine at a location as directed.
 - (1) Comply with 1. above for slab foundation requirements.
 - (2) Found the slab directly on the prepared site.
5. For all types of installations, if the entryway is located higher than a single 7-inch rise, provide the following:
 - a. Stairway, 3 feet wide X 11-inch tread X 7-inch rise
 - b. Landing, 4 ft X 4 ft centered on the entryway
 - c. Handrail(s) firmly affixed to the stairway
6. Provide the following lab equipment and services:
 - a. Propane necessary for the lab operation, including two 100-lb tanks, regulators, hoses, fittings, and incidentals for a functional system
 - b. Specialized sampling equipment such as belt templates or belt sampling devices as required
 - c. Fuel and power necessary to continuously operate the facilities
7. Provide the following to the Department's portable asphalt lab if there are any asphaltic materials in the bid schedule.
 - a. electrical service as identified in 644-2.09, #4 Asphalt Laboratory.
 - b. internet service as specified for the Field Laboratory.

644-2.03 CURING SHED. Furnish and maintain a suitable weather tight shed for curing concrete test cylinders, with a suitable tank(s) for curing concrete test cylinders.

Provide a tank(s) large enough to contain at least 6 each 4" X 8" test cylinders from each pour that you propose to make during any 28-day period. Use a tank(s) at least 18 inches high, insulated, and constructed of heavy duty plastic or non-corrosive metal. Construct a lid to provide access to the tank(s).

Provide suitable heating to maintain the temperature in the tank between 70° and 77°F at all times when curing the test cylinders. In addition, provide suitable thermometers in the shed and tank(s) to check the temperature.

Provide a supply of calcium hydroxide (high-calcium hydrated lime) sufficient to maintain a fully saturated water bath in the tank(s). Provide a source of potable water.

Provide one combination smoke alarm and carbon monoxide detector.

Provide electrical service as identified in 644-2.09, #5 Curing Shed.

644-2.05 VEHICLES. Furnish and maintain vehicles in good condition that are less than three years old and with less than 36,000 miles on the odometer for the exclusive use of the Department throughout the project. Provide full-size four-wheel drive pickups or sport utility vehicles. The Special Provisions will state the required number and type of vehicles. Provide vehicles from two weeks before commencing work to one week after Project Completion. Maintain the vehicles in satisfactory running condition throughout the duration of the contract. Provide insurance, fuel, fluids, lubricants, tire repair/replacement, and windshield repair/replacements as needed. If a vehicle is down for more than 24 hours, provide a replacement Vehicle of the same type at no additional cost.

The Department is responsible for damage to any vehicle caused by its own negligent operation. The Department will provide non-owned auto liability insurance providing third party liability coverage for any accident during the Department's operation and use.

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

<u>Number of Vehicles</u>	<u>Type</u>
5	Full-sized pickup

Equip each vehicle as follows:

1. Four wheel drive
2. V-8 engine
3. Automatic transmission
4. Power steering
5. Air conditioning
6. Fire extinguisher & basic first aid kit
7. Jack and lug wrench
8. Load range D tires in good condition
9. Two full size load range D spare tires in good condition mounted on rims
10. 360-degree Permanent Beacon
11. 2 sets of keys
12. CB Radio with 48" Antenna for all projects more than 50 miles from Fairbanks.
13. 3 each AKDOT&PF magnetic stickers. Plans available at <http://dot.alaska.gov/documents/DOT-SOA-Construction-Magnets-Specs.pdf>

644-2.06 NUCLEAR TESTING EQUIPMENT STORAGE SHED. Design, furnish and maintain a weatherproof, heated, and ventilated nuclear densometer/testing equipment storage shed for the Engineer to use exclusively throughout the contract. Install the building at least 15-feet from an occupied area at a location approved by the Engineer. Install the shed at least one week before the commencement of construction activities and maintain it until one week after Project Completion. Provide sufficient floor area for the nuclear testing equipment and a portable electric heater to maintain a minimum room temperature of 50°F. Design the building with enough floor area to provide sufficient clearance between the equipment, heater, and combustibles. Provide a commercial grade metal-clad exterior entrance door of 3'-0" min width by 6'-8" height with dead-bolt lockset. Hang the door so that hinge pins are not accessible from the exterior. Provide the Engineer with 2 keys to control access. Provide a 5/16" X 10 foot long welded steel security chain securely attached inside the structure with tamperproof hardware for the Engineer to secure the testing equipment. Provide electrical service as identified in 644-2.09, #7 Nuclear Testing Equipment Storage Shed. Secure the structure to the ground with tamperproof anchors to resist wind loads and prevent unauthorized movement of the building. The Nuclear Testing Equipment Storage Shed remains the property of the Contractor. Remove the shed from the site following project completion. The Nuclear Testing Equipment Storage Shed must be windowless.

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

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

1. Provide electrical service and other facilities as follows:
 - a. 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.
 - b. Provide electrical service as identified in 644-2.09, #6 Storage Container.

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

644-2.08 FIELD COMMUNICATIONS. Furnish and maintain a satellite communications system that includes internet and phone for the Engineer to use exclusively throughout the contract. Provide a completely functional installation 2 weeks before commencing construction work through one week after Project Completion.

Two weeks prior to procuring the field office, submit to the Engineer the proposed communications system consisting of phone and internet service. Obtain the Engineer's approval of the communications system prior to procuring the system.

Furnish and install the approved high speed internet service and three telephones, with all necessary ancillary equipment. Provide internet and phone jacks in the field office and field laboratories in locations identified by the Engineer. Furnish one mobile satellite phone in addition to the phone system in the field office.

The internet system shall have a send and receive capability supporting 1.0 Mbps download speed or higher and 0.5 Mbps or higher upload speed at all times. Include a wireless router and an appropriately sized battery backup for the internet system. The system shall be separate from the internet system of the contractor.

The telephone system shall consist of commercially available telephones with the necessary equipment for each line. Provide one telephone that includes a built in digital answering machine.

Internet and telephone service shall be supplied and operational no more than two weeks after the field office has been set up on site. Service plans shall be provided and remain in effect for the duration of the use of the field office.

When Item 644(105), Field Communications appears in the bid schedule, internet and telephone service will be measured and paid under 644(105), and are not subsidiary to 644(1) and 644(2).

644-2.09 ELECTRICAL POWER. Furnish and maintain a constant source of power to the facilities specified in the contract for the Department's use during the project. Provide a completely functional installation 2 weeks before commencing construction work through 2 weeks after Project Completion.

1. FIELD OFFICE. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 65° to 75°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Wiring system to support a 40 amp user load demand with two 20-amp circuits
 - d. Eight conveniently spaced outlets on the interior wall, consistent with local codes
 - e. Eight 100-watt incandescent or sixteen 40-watt florescent
2. FIELD LABORATORY. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 65° to 75°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Wiring system to support a 40 amp user load demand with two 20-amp circuits, GFI Protected
 - d. Six conveniently spaced outlets on the interior wall, consistent with local codes
 - e. Four 100-watt incandescent or eight 40-watt florescent
 - f. Exhaust fan: 5 cfs
3. FIELD LABORATORY OUT BUILDING. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 65° to 75°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Wiring system to support a 20-amp user load demand, GFI Protected
 - d. Three conveniently spaced outlets on the interior wall, consistent with local codes
 - e. Two 100-watt incandescent or four 40-watt florescent
 - f. Exhaust fan: 5 cfs
4. ASPHALT LABORATORY. Provide electrical services as follows:
 - a. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - b. 100-amp service
5. CURING SHED. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 70° to 77°F
 - b. Two 100-watt incandescent or four 40-watt florescent
6. STORAGE CONTAINER. Provide electrical services as follows:
 - a. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - b. Wiring system to support a 20-amp user load demand, GFI Protected
 - c. Two conveniently spaced outlets on the interior wall, consistent with local codes
 - d. Four 100-watt incandescent or eight 40-watt florescent
7. NUCLEAR TESTING EQUIPMENT STORAGE SHED. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain minimum temperatures of 50°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Two 100-watt incandescent or four 40-watt florescent
 - d. Wiring system to support a 20-amp user load demand
8. NUCLEAR TESTING EQUIPMENT STORAGE SHED (STATE PROVIDED). Provide electrical services as follows:
 - a. Electrical current, 120/240 VAC, 60-cycle on 24-hour basis
 - b. Wiring system to support a 20-amp user load demand

9. PORTABLE CONCRETE COMPRESSIVE LABORATORY. Provide electrical services as follows:
- Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - Wiring system to support a 20-amp user load demand

If 644(15), Nuclear Testing Equipment Storage Shed is deleted the electrical power requirement are still required per 644-2.09, #8.

If the contract contains bridge items that require concrete or grout provide electrical power to the Department's Portable Concrete Compressive Laboratory per 644-2.09, #9.

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

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

644-4.01 BASIS OF PAYMENT.

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

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

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

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

Field Communications. Installation and maintenance of equipment and monthly invoice costs will be paid for by Contingent sum under Item 644(105), Field Communications. Provide invoices from vendor for installation, maintenance, and monthly subscription costs.

Payment will be made under:

Pay Item	Pay Unit
644(1) Field Office	Lump Sum
644(2) Field Laboratory	Lump Sum
644(3) Curing Shed	Lump Sum
644(6) Vehicles	Lump Sum
644(15) Nuclear Testing Equipment Storage Shed	Each
644(16) Storage Container	Each
644(101) Nuclear Testing Equipment Storage Shed	Lump Sum
644(105) Field Communications	Contingent Sum

Add the following:

SECTION 645 TRAINING PROGRAM

01/01/16 (SSP-39)

645-1.01 DESCRIPTION. This Statewide Special Provision for on-the-job training (OJT) implements 23 CFR 230, Subpart A, Appendix B.

As part of the Equal Employment Opportunity Affirmative Action Program, the Contractor shall provide on-the-job training aimed at developing full journey status in the type of trade or job classification involved. The number of individuals to be trained and the number of hours of training to be provided under this contract will be as shown on the bid schedule.

645-2.01 OBJECTIVE. Training and upgrading of minorities and women toward journey status is the primary objective of this program. The Contractor shall enroll minorities and/or women, where possible, and document good faith efforts prior to the hire of non-minority males in order to demonstrate compliance with this Training Special Provision. Specific good faith efforts required under this Section for the recruitment and employment of minorities and women are found in the Federal EEO Bid Conditions, Form 25A-301.

645-3.01 GENERAL. The Contractor shall determine the distribution of the required number of apprentices/trainees and the required number of hours of training among the various work classifications based upon the type of work to be performed, the size of the workforce in each trade or job classification, and the shortage of minority and female journey workers within a reasonable area of recruitment.

Training will be provided in the skilled construction crafts unless the Contractor can establish prior to contract award that training in the skilled classifications is not possible on a project; if so, the Department may then approve training either in lower level management positions such as office engineers, estimators, and timekeepers, where the training is oriented toward construction applications, or in the unskilled classifications, provided that significant and meaningful training can be provided. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Credit for offsite training hours indicated above may only be made to the Contractor where the apprentices/trainees are concurrently employed on the project and the Contractor does one or more of the following: contributes to the cost of the training, provides the instruction to the apprentice/trainee, or pays the apprentice's/trainee's wages during the offsite training period.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

Prior to award of the contract, the Contractor shall submit Form 25A-311, Training Utilization Report, indicating the training program to be used, the number of apprentices/trainees to be trained in each selected classification, the number of hours of training to be provided, and the anticipated starting time for training in each of the classifications.

Training must begin within 2 weeks of the anticipated start date(s); unless otherwise authorized by a Directive. Such authorization will be made only after submission of documentation by the Contractor, and approval by the Engineer, of efforts made in good faith which substantiate the necessity for a change.

Contractors may use a training program approved by the U.S. Department of Labor, Office of Apprenticeship (USDOL/OA); or one developed by the Contractor using Form 25A-310 and approved prior to contract award by the OJT Coordinator in the DOT&PF Civil Rights Office.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor. Training program approval by the Department for use under this section is on a project by project basis.

It is expected that each apprentice/trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist or until training has been completed. It is not required that apprentices/trainees be continuously employed for the duration of the contract.

If, in the judgment of the Contractor, an apprentice/trainee becomes proficient enough to qualify as a journey worker before the end of the prescribed training period and the Contractor employs that individual as a journey worker in that classification for as long as work in that area remains, the individual's training program will be considered completed and the balance of training hours required for that apprentice/trainee shall be waived.

The Contractor shall furnish each ADOT&PF training program trainee a copy of the program (Form 25A-310) to be followed during training on the project, and with a written certification showing the type and length of training completed on the project. Existing USDOL/OA apprentices should already have a copy of their program. No employee shall be employed for credit as an apprentice/trainee in a classification in which that employee has previously worked at journey status or has previously completed a training course leading to journey status.

The Contractor shall periodically review the training and promotion potential of minority and women employees and shall encourage eligible employees to apply for such training and promotion.

The Contractor shall provide for the maintenance of records and the furnishing of periodic reports documenting the progress of each apprentice/trainee. The Contractor must submit Form 25A-313 by the 15th of each month and provide each ADOT&PF trainee written evaluation reports for each unit of training provided as established on Form 25A-310.

645-3.02 WAGES. Trainees in ADOT&PF approved training programs will be paid prevailing Davis-Bacon fringe benefits plus at least 60 (but less than 100) percent of the appropriate minimum journey rate specified in the contract for the first half of the training period, at least 75 (but less than 100) percent for the third quarter of the training period, and at least 90 (but less than 100) percent for the last quarter of the training period. Trainee wages shall be identified on Form 25A-310. Apprentices in USDOL/OA training programs shall be paid in accordance with their approved program. Beginning wages of each trainee/apprentice enrolled in a Section 645 Training Program on the project shall be identified on Form 25A-312.

645-3.03 SUBCONTRACTS. In the event the Contractor subcontracts a portion of the work, he shall determine how many, if any, of the apprentices/trainees are to be trained by the subcontractor. Any such subcontracts shall include this Section 645, Form 25A-311 and Form 25A-310, where appropriate. However, the responsibility for meeting these training requirements remains with the Contractor; compliance or non-compliance with these provisions rests with the Contractor and sanctions and/or damages, if any, shall be applied to the Contractor in accordance with Subsection 645-5.01, Basis of Payment.

645-4.01 METHOD OF MEASUREMENT. The Contractor will be credited for each approved apprentice/trainee employed on the project and reimbursed on the basis of hours worked, as listed in the certified payrolls. There shall be no credit for training provided under this section prior to the Contractor's submittal and approval by the Engineer of Form 25A-312 for each apprentice/trainee trained under this Section. Upon completion of each individual training program, no further measurement for payment shall be made.

645-5.01 BASIS OF PAYMENT. Payment will be made at the contract unit price for each hour of training credited. Where a trainee or apprentice, at the discretion of the Contractor, graduates early and is employed as a journey worker in accordance with the provisions of Subsection 645-3.01, the Contractor will receive payment only for those hours of training actually provided.

This payment will be made regardless of any other training program funds the Contractor may receive, unless such other funding sources specifically prohibit the Contractor from receiving other reimbursement.

Payment for training in excess of the number of hours specified on the approved Form 25A-311 may be made only when approved by the Engineer through Change Order.

Non-compliance with these specifications shall result in the withholding of progress payments until good faith efforts documentation has been submitted and acceptable remedial action has been taken.

Payment will be at the end of the project following the completion of all training programs approved for the project. No payment or partial payment will be made to the Contractor if he fails to do any of the following and where such failure indicates a lack of good faith in meeting these requirements:

1. provide the required hours of training (as shown in the Bid Schedule and approved Form 25A-311),
2. train the required number of trainees/apprentices in each training program (as shown in the Bid Schedule and approved Form 25A-311), or
3. hire the apprentice/trainee as a journey worker in that classification upon completion of the training program for as long as work in that area remains.

Failure to provide the required training damages the effectiveness and integrity of this affirmative action program and thwarts the Department's federal mandate to bring women and minorities into the construction industry. Although precise damages to the program are impractical to calculate, they are at a minimum, equivalent to the loss to the individuals who were the intended beneficiaries of the program. Therefore, where the Contractor has failed, by the end of the project, to provide the required number of hours of training and has failed to submit acceptable good faith efforts documentation which establishes why he was unable to do so, the Contractor will be assessed an amount equal to the following damages to be deducted from the final progress payment:

Number of hours of training not provided, times the journey worker hourly scale plus benefits. The journey worker scale is that for the classification identified in the approved programs.

Payment will be made under:

Pay Item	Pay Unit
645(1) Training Program, ____ Trainees/Apprentices	Labor Hour

Delete Section 646 in its entirety and substitute the following:

01/20/15 (N42)

SECTION 646 CPM SCHEDULING

646-1.01 DESCRIPTION. Provide and maintain a Critical Path Method (CPM) progress schedule for the project. Use the schedule in coordinating and monitoring of all work under the Contract including activity of subcontractors, manufacturers, suppliers, and utility companies, and submittal review by the Department. Update the CPM as described in this specification.

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Provide to the Engineer a legal copy of the software program to be utilized for the CPM Schedule item on the project. The software program shall have the full capacity to analyze and modify the CPM Schedule.

646-2.01 SUBMITTALS.

1. Submit a detailed initial CPM schedule at least 5 working days prior to the preconstruction conference, for the Engineer's approval. The construction schedule, for the entire project, may not exceed the specified contract time.

Following the Engineer's review, if revisions to the proposed CPM schedule are required, do so promptly. The CPM schedule must be finalized within 15 days of the Notice to Proceed.

No contract work may be pursued at the project site without an approved CPM schedule.

2. Weekly Work Plans. Submit a Weekly Work Plan in conjunction with Weekly Progress Meeting agenda. Detail your proposed operations for the upcoming week. This work plan shall reflect a true and accurate assessment by the Contractor concerning the actual progress on the project. Include:
 - a. Tasks / work activities
 - b. Work hours
 - c. Subcontractors
 - d. Location of the work to be performed

The approval by the Department of the initial CPM Schedule, subsequent CPM updated schedules, and the weekly Work Plans shall not relieve the Contractor as the responsible party for development and execution of the means, method, and timing of performance reflected in the schedule, nor completing the project within the specified contract time.

646-3.01 REQUIREMENTS AND USE OF SCHEDULE.

1. Schedule Requirements. Prepare the CPM schedule as a Precedence Diagram Network developed in the activity-on-node format which includes:
 - a. Activity description
 - b. Activity duration
 - c. Critical Sequence of activities and Critical Path.

Show on the activity-on-node diagram the sequence and interdependence of all activities required for complete performance of all items of work under this Contract, including shop drawing submittals and reviews and fabrication and delivery activities. The maximum review period allowed by the contract shall be shown where review functions by the Department are noted on the schedule

The contract completion time will be adjusted only for causes specified in this Contract. As determined by CPM analysis, only delays in critical path activities which affect milestone dates or contract completion dates will be considered for a time extension.

2. Weekly Progress Meetings. Hold Weekly job site progress meetings with the Engineer for the purpose of reviewing and updating the CPM schedule. Review progress and verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed time estimate revisions. At a minimum, the Contractor's Project Manager, Project Superintendent, Traffic Control Supervisor shall attend the weekly job site meetings.

Provide an updated CPM schedule when the critical path on the CPM schedule has changed by 7 or more days.

646-4.01 METHOD OF MEASUREMENT. Section 109.

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646-5.01 BASIS OF PAYMENT. If the requirements of Item 646 CPM Scheduling are not in full compliance, five percent (5%) of the total progress payment value earned during the progress period will be withheld until the requirements of Item 646 CPM Scheduling are in full compliance.

Payment will be made under:

Pay Item	Pay Unit
646(1) CPM Scheduling	Lump Sum

Add the following section:

SECTION 651 WORK BY OTHERS

01/20/15 (N43)

651-1.01 DESCRIPTION. Coordinate construction schedule and phasing according to Section 105.

651-3.01 DESCRIPTION OF WORK AND SCHEDULE. Adjust schedule and phasing as necessary to allow utility owners, their contractors, and other third-party entities to complete their work on or before the completion date given in the utility relocation agreement.

Utility adjustments by others are shown on the Plans and are scheduled to be performed under relocation agreements, as follows:

Utility Type	Utility Company	Agreement Completion Date
Communications	AT&T	October 1, 2018

Utility relocation agreement plans are available for inspection by making arrangements with the contact for pre-bid information, as listed on the Invitation for Bids.

Prior to field work activities, contact the Alyeska Civil Maintenance Coordinator at (907) 450-4906 and Alyeska Security at (907) 450-5707 to inform and coordinate construction activities. Follow the requirements in Alyeska's Letter of Non-objection attached in Appendix A

Add the following section:

SECTION 654 CHANNEL REALIGNMENT

654-1.01 DESCRIPTION. The work under this Section consists of performing all operations pertaining to the construction of the new channel and stream banks at Haggard Creek using stream substrate, coir logs, brush layering, salvaged vegetative mat.

Construction of the stream channel consists of furnishing and installing vegetation and rock material to simulate natural stream profile, grade control structures, and stream bed reconstructed stream channels. Works includes but is not limited to developing, transporting, and storing materials; sediment control; placing bedding and fill to construct stream simulation channels in locations shown on plans, reconstructing existing channels and banks.

Location of reconstructed Haggard Creek channel and banks is shown on the Plans. The Contractor is advised to review this plan and submit any changes to the Engineer in writing before implementing a modified plan.

Refer to "Stream Bank Re-vegetation and Protection: A Guide for Alaska", published by the Alaskan Department of Fish and Game and available online or in hard copy, for technique descriptions and visual aids.

654-2.01 MATERIALS. Use materials that conform to the following:

Plant Stock	Section 621
Riprap, Class I	Subsection 611-2.01
Aggregate Base Course, Grading D-1	Table 703-2

1. Stream substrate. Riprap, Class I having voids filled with Aggregate Base Course, Grading D-1
2. Choir Logs. 12 inch diameter high density coir logs consisting of interwoven coconut fibers bound with biodegradable netting of the diameter shown on the Plans.

CONSTRUCTION REQUIREMENTS

654-3.01 GENERAL. Maintain equipment utilized in and around streams in a clean and orderly fashion. Immediately repair any fluid or fuel leaks. To the greatest extent possible, remove all contaminated material from the site and dispose of in accordance with all State and Federal laws. An oil spill containment kit is required on the job site when working in and around the stream. At a minimum, the kit shall include tarps and oil-absorbent pads.

Base equipment selection on the minimum size necessary to perform the work and minimize the impacts to the adjacent banks and streambed. Submit a list of equipment anticipated to be used for the job to the Engineer prior to commencing construction activities.

654-3.02 EXCAVATION. Excavate according to Section 203 Unclassified Excavation. Control excavated material to minimize disturbance to the adjacent channel and banks. Incorporate salvaged streambed materials into the project if required gradations are in accordance with the Drawings and Specifications or directed by the Engineer.

654-3.03 CHANNEL REALIGNMENT. Construct stream channel and banks as specified on the Plans, including the use of stream substrate, coir log, live siltation, live willow staking and vegetative mat. All disturbances resulting from construction of the new channel shall be contained by appropriate erosion and sediment control devices.

Construct banks before placing materials in the reconstructed channel. Construct bank faces to be uneven, protrude into the channel, and rough in appearance. Construct the top of the bank to be fairly uniform and matching the existing surrounding grade.

1. Coir Log, Live Siltation and Live Staking. Refer to pages 34 through 36, 38 and 39 and 62 through 65 in the "Streambank Revegetation and Protection" guide. Construct coir log and live siltation in the following sequence.
 - a. Install erosion control measures to the satisfaction of Engineer
 - b. Excavate trench for coir log such that middle of coir log will sit at the normal summer water elevation mark or 2/3 the height of the log, to be determined in coordination with Engineer prior to excavation
 - c. Install coir log, securing log in place with wooden stakes as shown on the Drawings
 - d. Tie adjacent logs together with biodegradable twine

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- e. Secure the upstream and downstream ends by positioning coir logs so they transition smoothly into a stabilized bank. A minimum of 2 feet of the coir logs shall be buried into the stream banks at each end
- f. Compact soil around and over logs to form an angled bench for placing the Live Siltation
- g. Once the bench is complete, place dormant willow cuttings for live siltation on top of the lift per section 621-3.03(d). Make sure that cut ends of willow branches are placed to the back of the bench area. Plant tips or shoots should be pointing out into the creek channel as shown on the Plans.
- h. Place willows in a crisscross pattern. Place 15 willow cuttings per foot of prepared area. Reference pages 38 and 39 in the "Streambank Revegetation Techniques for Alaska" guide
- i. Place vegetative mat on top of the willows as shown in the Drawings. Vegetative mat should be from the immediate area and as intact as possible. Vegetative mat should be at least 9 inches thick
- j. Place willows for Live Staking per Subsection 621-3.03(e). Reference pages 34 through 36 in the "Streambank Revegetation Techniques for Alaska" guide.

654-4.01 METHOD OF MEASUREMENT. Section 109.

654-4.01 BASIS OF PAYMENT. All work and resources required for Channel Realignment are subsidiary. This includes but is not limited to all materials, collecting, harvesting, planting, storing, maintaining plant stock, surface water diversion, dewatering, excavation, backfill, topsoil, seeding, sediment & erosion control and the disposal of unsuitable or surplus material.

Payment will be made under:

Pay Item	Pay Unit
654(1) Channel Realignment	Lump Sum

SECTION 670 TRAFFIC MARKINGS

670-3.05 PRELIMINARY SPOTTING. Add the following: Obtain the services of a traffic consultant qualified in the layout of no-passing zones utilizing the criteria below and the procedures in the Alaska Traffic Manual. The method and the individuals used to layout the no-passing zones shall be approved by the Engineer. The "eyeball" method is not acceptable. Allow 5 days for review and acceptance of the no-passing zones layout prior to placement of traffic markings.

NO PASSING ZONE LAYOUT CRITERIA

Object Height	3.5 ft.
Eye Height	3.5 ft.
Minimum Length No-Passing Zone Stripe	500 ft.
Minimum Sight Distance (70 mph)	1,200 ft.
Minimum Gap Between Successive No-Passing Zones (70 mph)	1,030 ft.

670-5.01 BASIS OF PAYMENT.

1. Lump Sum: Add the following: Work and resources required to establish no-passing zones as described in Section 670-3.05 is subsidiary.

SECTION 703 AGGREGATES

703-2.07 SELECTED MATERIAL.

2. Type A. *Delete this bullet in its entirety and substitute the following:* Well graded rock material with 100% fractured faces (as determined by the Engineer) that has been excavated or blasted from a rock quarry or road cut containing no muck, frozen material, roots, sod or other deleterious matter and with a plasticity index not greater than 6 as tested by ATM 204 and ATM 205. Meet the following gradation as determined by WAQTC FOP for AASHTO T 27/T11:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
8 in	100
No. 200	0-6% determined on the minus 3-inch portion of the sample

12/08/15 (N63)

703-2.09 SUBBASE. *Add the following:*

Subbase, Grading F. Aggregate containing no muck, frozen material, roots, sod or other deleterious matter and with a plasticity index not greater than 6 as tested by ATM 204 and ATM 205. Table 703-8 and the first paragraph of Subsection 703-2.09 do not apply to Grading F. Meet the following gradation as tested by ATM 304:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
2 in	100%
No. 4	15-65%
No. 200	0-6%

SECTION 707 METAL PIPE

04/30/17 (N48)

707-2.01 CORRUGATED STEEL PIPE, PIPE ARCHES, AND UNDERDRAINS. *Add the following:* All seams on pipes manufactured with helical corrugations shall have a continuous weld extending from end to end of each length of pipe in conformance with AASHTO M 36. Seams shall be welded in such a manner that they develop 90% of the average ultimate strength of the base metal. A test shall be performed by an independent lab in accordance with AASHTO T 241 Section 4 during the year in which the pipe is fabricated. The Supplier shall maintain quality control test results and provide them upon request. A copy of the test results containing the information specified in Section 4.6 of AASHTO T 241 shall be furnished to the Engineer.

A Supplier of welded helically corrugated pipe which qualifies for inclusion in the current publication of the Department's QUALIFIED PRODUCTS LIST is not required to perform the test.

01/20/15 (N49)

707-2.03 CORRUGATED ALUMINUM ALLOY CULVERT PIPE AND UNDERDRAINS. *Delete the first sentence and substitute the following:* This pipe shall conform to the requirements of AASHTO M 196 except that helical corrugations shall not be allowed.

SECTION 708 PAINTS

08/02/18 (N61)

708-2.03 PAINT FOR TRAFFIC MARKINGS. *Delete this subsection in its entirety and substitute the following:*

1. Pigment Composition: Pigments shall be first quality paint grade pigments. The inert or filler pigments must be of a type and quality generally recognized as first quality paint grade products, and shall not contribute to settling of the paint in storage.
2. Vehicle or Resinous Binder Composition: The vehicle may be any combination of natural or synthetic resinous materials that are not prohibited per this specification. All resins used must be permanently capable of re-dissolving in the solvent combination used in the paint. Paint and binder combinations shall minimize build-up of the paint on the sides of tanks, paint lines, and clogging of spray equipment from un-dissolvable skins.
3. Use material that satisfies the requirements in Table 708-1

**TABLE 708-1
PAINT FOR TRAFFIC MARKINGS**

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Viscosity @ 77°F, (25°C), KU	75	90	ASTM D562
Weight per Gallon at 77°F, (25°C)	11.0	---	ASTM D1475
Fineness of Grind, Hegman	2	---	ASTM D1210
Drying Time for no-pick-up, Minutes	---	5	ASTM D711
Contrast Ratio @ 5 mils wet, White and Colors (Black)	0.95 (1.0)	---	ASTM D2805
Colors: Yellow 33538; White: 37925; Blue 35180; Red 31138; Black 37038 or approved equals	Pass		FED-STD-595C
Directional reflectance of white paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	85	---	ASTM E1347
Directional reflectance of yellow paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	45	---	ASTM E1347
Volatile Organic Compounds (VOC), grams/liter (lbs./gallon)	-	150 (1.25)	EPA 40 CFR Part 59, ASTM D3960
Total Solids, % by Weight	70	-	ASTM D2369
Total Solids, % by Volume	43	-	ASTM D2697

4. Prohibited Materials: The Manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200.
5. Condition in Container: Store according to the manufacturer's recommendations. For a minimum of one year from the date of manufacture, the paint shall meet each of the following conditions:
 - a. Not show excessive settling in a freshly opened full can
 - b. Show no curdling, livering, caking, lumps, skins, or color separation
 - c. Be easily re-dispersed when mixed with a paddle

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- d. Be easily re-dispersed after 5 minutes of mechanical shaking using a standard commercial paint shaker
 - e. Water Resistance: Guaranteed water resistant when applied properly.
6. Weathering: Guaranteed against cracking and weathering under extreme conditions when applied properly.
7. Storage Stability:
- a. There must be no viscosity increase of 5 Krebs Units over the originally reported viscosity after aging in the container or decomposition of the product. Field examination of previously unopened containers must not disclose evidence of un-dissolvable gelatinous vehicle separation, heavy skin formation, or corrosion of the container of batches in storage one year or less. Containers stored under adverse conditions such as uncovered areas unprotected from the elements must show no evidence of the above conditions over a period of 6 months from date of shipment from manufacturer.
8. Application Temperature: The manufacturer's recommended minimum application temperature (air, surface and material) must be 40° Fahrenheit or lower.

SECTION 710 FENCE AND GUARDRAIL

07/01/18 (N50)

710-2.04 METAL BEAM RAIL. Delete this subsection in its entirety and substitute the following:

- 1. W-Beam and Thrie Beam Guardrail. Meet AASHTO M 180, Class A, Type II.
- 2. Box-Beam Guardrail. Meet:
 - a. ASTM A500 Grade B, galvanize per ASTM A123, or
 - b. ASTM A501.

Galvanize after fabrication.

SECTION 711 CONCRETE CURING MATERIALS AND ADMIXTURES

711-2.03 FLY ASH. Delete this subsection in its entirety.

711-2.04 MICROSILICA ADMIXTURE. Delete this subsection in its entirety and substitute the following:
RESERVED

Delete Section 715 in its entirety and substitute the following:

SECTION 715 STEEL FOR PILES

715-2.01 SCOPE. Steel used for Structural Steel Piling and Sheet Piling.

715-2.02 GENERAL REQUIREMENTS. Furnish steel piles of the dimensions, weights, cross-sections, and grades specified. Satisfy the impact test requirements of Subsection 716-2.02.

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Meet the following:

1. Structural Steel HP Piling. Furnish HP shape piles meeting ASTM A709, Grade 50T3.
2. Structural Steel Pipe Piling. Furnish pipe piles meeting one of the following:
 - a. American Petroleum Institute (API) 5L X52 PSL2 with one longitudinal seam.
 - b. ASTM A709, Grade 50T3 with one longitudinal seam fabricated and monogrammed according to API 2B.
 - c. ASTM A709, Grade 50T3 fabricated according to the following:
 - (1) General. Fabricate single seam helical weld pipe piling from coiled skelp. Use skelp material that does not contain repair welds. Use skelp having a width not less than 0.8 times the outside diameter of the pipe and not greater than 3.0 times the outside diameter of the pipe. Form pipe when the steel temperature is below 400°F. Locate junctions of skelp end welds and the helical seam welds at distances greater than 1.0 times the outside diameter of the pipe from the pipe ends and at distances greater than 5.0 times the outside diameter of the pipe from other junctions of skelp end welds and helical seam welds.
 - (2) Welding. Use complete joint penetration welds produced by the automatic submerged-arc welding process, the automatic gas metal-arc welding process, or a combination of both processes. Perform welding according to Section 504.
 - (3) Welding Inspection. Perform welding inspection according to AWS D1.1. Provide 100% visual inspection of welds on the inside and outside surfaces of the pipe.
 - (4) Non-Destructive Examination. Randomly examine 10% of the total length of helical seam welds and skelp end welds. Examine welds by performing one of the following tests:
 - (a) Radiographic testing according to the requirements of AWS D1.1 Section 6, Part E with Subsection 6.12.3 of AWS D1.1.
 - (b) Ultrasonic testing according to the requirements of AWS D1.1 Section 6, Part F with Subsection 6.13.3.1 of AWS D1.1.

If more than 10% of the weld lengths examined are defective, examine a second random sample of 25% of the total length of welds. If more than 10% of the weld length examined in the second sample are defective, examine 100% of the total length of welds.

Repair all weld defects in accordance with AWS D1.1.

 - (5) Destructive Examination. Perform destructive examination on specimens from finished pipe of each specified outside diameter, wall thickness, steel type, heat, and grade. Examine specimens at a frequency of at least one set of tests for each lot representing 2000 linear feet of finished pipe or once per week during each production run, whichever occurs first. Do not use specimens containing repaired welds.
 - (a) Tensile Tests. Meet the specified tensile requirements for yield strength, tensile strength, and elongation. Perform tension tests according to ASTM A370 using one base metal specimen and two weld specimens taken at 90° to the length of the weld with the weld across the center of the sample. For base metal specimen, determine and report yield point, yield strength, tensile strength, and elongation. For weld test specimens, determine and report tensile strength.

Each lot of pipe will be considered to meet the tensile requirements if the base metal test results meet the specified yield strength, tensile strength, and elongation and the weld test results meet the specified tensile strength result.

- (b) Bend Tests. Perform transverse side bend tests according to ASTM E190. Each lot of pipe will be considered to meet the bend test requirements if no cracks occur in the specimen.

(6) Tolerances. Meet the following tolerances:

- (a) Roundness. Limit the difference between the major and minor outside diameter to 1% of the specified outside diameter of the pipe or 1/4 inch, whichever is less.
- (b) Circumference. Limit the outside circumference to 1% of the nominal outside circumference of the pipe or 1/2 inch, whichever is less.
- (c) Straightness. Do not deviate from a straight line parallel to centerline of the pile more than 1/8 inch per 10 feet of length, but not to exceed 3/8 inch in any 40-foot length.
- (d) Length. $\pm 1\text{-}1/2$ inch per 10 feet of length.

(7) Defects. The Engineer may reject piles containing surface defects. The depth of the surface defect will be measured as the gap between the lowest point of the defect and a prolongation of the original contour of the pipe. Use of piles containing surface defects may be authorized according to the following requirements based on the depth of the surface defect:

- (a) If the surface defect is not greater than 5% of the wall thickness in depth, the defect need not be repaired.
- (b) If the surface defect is deeper than 5%, but not greater than 7%, of the specified wall thickness, grind smooth the surface defect. Remove abrupt changes in contour, but do not reduce the thickness in the ground area more than 7% of the specified wall thickness.
- (c) If the surface defect is deeper than 7%, but not greater than 20%, of the specified wall thickness, repair the defect by welding according to Section 504.
- (d) If the surface defect is deeper than 20% of the specified wall thickness, repairs will not be permitted and the pile will be rejected.

- 3. Pile Tip Reinforcing. Use pile tip reinforcement conforming to the requirements of ASTM A27 Grade 65-35 or ASTM A148 Grade 90-60. Make each pile tip in one piece of cast steel. Weld tip reinforcing to the piles in conformance with the manufacturer's written directions.
- 4. Structural Steel Sheet Piling. Furnish sheet piles meeting AASHTO M 202. Provide piling and connectors of the same ASTM designation and grade shown on the Plans. Do not mix piling of different grades.

715-2.03 CERTIFICATION. Furnish a certified test report from the manufacturer or an independent testing laboratory containing a list of dimensional, chemical, metallurgical, electrical, physical, and other required test results of the specified material certifying that the product or assembly has passed all specified tests. Include the following:

- 1. the project name and number;
- 2. the manufacturer's name;
- 3. the name of the product or assembly;
- 4. a complete description of the material;

5. country of origin;
6. the lot, heat, or batch number that identifies the material;
7. all required test results for the specified material from the same lot, heat, or batch defined in Subsection 715-2.03.6; and,
8. a statement, signed by a person having legal authority to act for the manufacturer or the independent testing laboratory, that the test results show that the product or assembly to be incorporated into the project has been sampled and tested and the samples have passed all specified tests.

For pipe manufactured to API 5L, submit an inspection certificate with test results according to API 5L 10.1.3.

715-2.04 MARKING. Mark all pipe and sheet piling using dot peen, die stamp or other low stress engraving process that is legible after coating or galvanizing. Mark the exterior and interior faces of one end of the piling with the lot number, heat number, batch number, or other appropriate identification that matches the accompanying certified test report.

Also mark helical welded pipe piles with the fabricator's name, measured major diameter, measured minor diameter, and nominal wall thickness on the exterior face at both ends.

SECTION 716 STRUCTURAL STEEL

716-2.03 FASTENERS. Delete bullet 1 in its entirety and substitute the following:

1. High Strength Bolts ASTM F3125, Grade A325

716-2.07 GALVANIZING. Delete the second sentence in the last paragraph and substitute with the following: Clean the damaged area according to SSPC-SP 10/NACE No. 2, Near-White Metal Blast Cleaning for repairs meeting Annex A1 and SSPC-SP 5/NACE No. 1, White Metal Blast Cleaning for repairs meeting Annex A3.

Delete Section 723 in its entirety and substitute the following:

SECTION 723 WATER STOPS

723-2.01 MATERIALS.

1. Strip Tape. Use waterproofing joint sealing system that complies with the requirements in Table 723-1.

**TABLE 723-1
WATERPROOFING STRIP TAPE REQUIREMENTS**

Quality characteristic	Test method	Requirement
Tensile strength (min, psi)	ASTM D412	1,500
Ultimate elongation (min, percent)	ASTM D412	500
Tear strength (min, lb/in, maintained to -40 °F)	ASTM D624, Die C	50
Peel Strength (7 days)	ASTM D903	No loss of adhesion

2. **Adhesive.** Use a high-modulus, high-strength, structural, epoxy paste adhesive that meets the water stop sealant system manufacturer's requirements
3. Obtain the Engineer's approval to use water stops of materials other than those specified.

Delete Section 724 in its entirety and substitute the following:
04/15/16 (N51)

SECTION 724 SEED

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

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

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

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

Seed which contains any prohibited noxious weeds as listed in the Alaska Department of Natural Resources Division of Agriculture's Prohibited and Restricted Noxious Weeds list shall be rejected. The Prohibited and Restricted Noxious Weeds list is located at the following URL:

<http://plants.alaska.gov/invasives/noxious-weeds.htm>.

Seed containing more than the maximum allowable tolerance of restricted noxious weeds shall be rejected. Restricted noxious weeds, with their maximum allowable tolerances are listed in the Alaska Department of Natural Resources Division of Agriculture's Prohibited and Restricted Noxious Weeds list. The Prohibited and Restricted Noxious Weeds list is located at the following URL:

<http://plants.alaska.gov/invasives/noxious-weeds.htm>.

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

TABLE 724-1
SEEDING REQUIREMENTS

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

SECTION 725 FERTILIZER

01/20/15 (N52)

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

SECTION 727 SOIL STABILIZATION MATERIAL

8/02/2018 (N54)

727-2.01 MULCH. *Delete this subsection in its entirety and substitute the following:* All mulch, excluding trace mulch, shall provide 100% ground coverage. Apply mulch at the manufacturer's recommended application rate and increase as needed to achieve 100% ground coverage. All mulch, including trace mulch, shall meet one of the following:

1. Wood Cellulose Fiber or Natural Wood Fiber. Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials, or from newsprint, corrugated cardboard, or a combination of these processed materials. Fiber shall not contain any rock, metal, or plastic. Fiber shall be treated with a green dye nontoxic to plant and animal life to facilitate inspection of the

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placement of the material. Fiber shall be manufactured in such a manner that after addition and agitation in slurry tanks with water, the fibers in the material will become uniformly suspended to form a homogenous slurry. When hydraulically sprayed on the ground, the material shall allow the absorption and percolation of moisture. The organic matter content shall be at least 90 percent on an oven-dry basis. The moisture content shall be no more than 15 percent as determined by oven dried weight. Each package of the cellulose fiber shall be marked by the manufacturer to show the dried weight. Product must be nontoxic to plant and animal life.

Wood Cellulose Fiber or Natural Wood Fiber may be used to stabilize slopes flatter than 4H:1V. On slopes 4H:1V or steeper Wood Cellulose Fiber or Natural Wood Fiber may be used if an approved tackifier is used, in addition to Wood Cellulose Fiber or Natural Wood Fiber, according to the Manufacturer's recommendations. Wood Cellulose Fiber or Natural Wood Fiber may not be used after August 1.

2. Wood Strand. Wood Strand shall be a blend of loose, long, thin wood pieces derived from native conifer or deciduous trees with high length to width ratio. A minimum of 95-percent of the wood strands shall have lengths between 2 and 10 inches, with a width and thickness between 1/16 and 3/8 inches. Wood Strand shall not contain resin, tannin, or other compounds in quantities that are detrimental to plant life. Sawdust or wood shavings shall not be used as Wood Strand. Wood Strand may be used on slopes flatter than 4H:1V. Wood Strand may not be used after August 1.
3. Straw. All straw material shall be in an air dried condition, free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable. Straw shall be suitable for spreading with mulch blower equipment. Straw may be used on slopes flatter than 4H:1V. Straw may not be used after August 1.
4. Bonded Fiber Matrix (BFM). The BFM shall be a hydraulically-applied blanket/mulch/covering composed of long strand, thermally processed wood fibers and crosslinked, hydro-colloid tackifier. The BFM may require a 24-48 hour curing period to achieve maximum performance. Once cured, the BFM shall form an intimate bond with the soil surface to create a continuous, absorbent, flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth. BFM may be used to stabilize slopes between 2H:1V and 4H:1V. BFM may be used after August 1.
5. Fiber Reinforced Matrix (FRM). The FRM shall be a hydraulically-applied, flexible erosion control blanket/mulch/covering composed of long strand, thermally processed wood fibers, crimped, interlocking fibers and performance enhancing additives. The FRM shall require no curing period and upon application shall form an intimate bond with the soil surface to create a continuous, porous, absorbent and erosion resistant blanket that allows for rapid germination and accelerated plant growth. FRM may be used to stabilize slopes 2H:1V and steeper. FRM may be used after August 1.

A list of pre-approved products can be found in Table 1.

Table 1. Pre-Approved Mulch Products List

Product Name	Product Type	Manufacturer
Astro-Mulch	Wood Cellulose Fiber	Thermo-Kool Inc. Wasilla, AK
Fibermulch	Wood Cellulose Fiber	Thermo-Guard Insulation, Spokane, WA
NaturesOwn High Density Paper Hydroseeding Mulch	Wood Cellulose Fiber	Hamilton Manufacturing, Inc., Twin Falls, ID
Hydro-Spray	Wood Cellulose Fiber	National Fiber, Belchertown, MA

Product Name	Product Type	Manufacturer
EcoFibre	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
EcoFibre plus Tack	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
Terra Novo Wood Fiber Plus Tackifier	Natural Wood Fiber	Terra-Novo Inc. Bakersfield, CA
Conwed Fiber 1000	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
Rainier Fiber plus Tack	Natural Wood Fiber	Fiber Marketing International, Spokane, WA
Terra Wood with Tack	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
Excel Fibermulch II	Natural Wood Fiber	American Excelsior Co., Rice Lake, WI
Mat-Fiber Plus	Natural Wood Fiber	Mat, Inc., Floodwood, MN
Mat-Fiber	Natural Wood Fiber	Mat, Inc., Floodwood, MN
EcoAegis	Bonded Fiber Matrix (BFM)	Profile Products LLC, Buffalo Grove, IL
ProMatrix Engineered Fiber Matrix	Bonded Fiber Matrix (BFM)	Profile Products LLC, Buffalo Grove, IL
Verdyol Virgin BFM	Bonded Fiber Matrix (BFM)	Erosion Control Blankets, Manitoba, Canada
Rainier Fiber Bonded Fiber Matrix	Bonded Fiber Matrix (BFM)	Fiber Marketing International, Spokane, WA
Profile Hydro-Blanket BFM	Bonded Fiber Matrix (BFM)	Profile Products LLC, Buffalo Grove, IL
Soil Guard	Bonded Fiber Matrix (BFM)	Mat, Inc., Floodwood, MN
Flexterra FGM	Fiber Reinforced Matrix (FRM)	Profile Products LLC, Buffalo Grove, IL
Flex Guard	Fiber Reinforced Matrix (FRM)	Mat, Inc., Floodwood, MN
Hydra CX	Fiber Reinforced Matrix (FRM)	Tensar North American Green Poseyville, IN

SECTION 802 CONTAMINATED SOIL

802-1.01 DESCRIPTION. Provide all work and resources to excavate and dispose of contaminated soil identified during the Meiers Lake Limited Phase II Environmental Site Assessment (ESA).

The ESA identified approximately 500 to 1,000 cubic yards of petroleum-based contaminated soil in the Meiers Lake material source (MS 71-3-008-5). See Figures 2 and 3 in the Final Meiers Lake Limited Phase II Environmental Site Assessment Report and Plan sheet E11.

802-2.01 REFERENCES. The documents listed below form a part of this specification.

1. *Final Report Meiers Lake Limited Phase II Environmental Site Assessment*, dated February 2019
2. Appendix A, Meiers Lake DEC contaminated soils clean-up correspondence dated December 12, 2018
3. State of Alaska Department of Environmental Conservation Oil & Hazardous Material Incident Final Report dated August 31, 2018
4. Alaska Department of Environmental Conservation Division of Spill and Prevention and Emergency Response Programs Transport, Treatment, & Disposal Approval Form for Contaminated Media, dated 12/2014

802-3.01 CONSTRUCTION REQUIREMENTS.

1. Prior to ground disturbing activities document the site with photos
2. Excavate and legally dispose of the petroleum-based contaminated soil identified in the Shannon & Wilson, Inc. February 2019 *Meiers Lake FINAL Limited Phase II Environmental Site Assessment (ESA)*. Using visual cues, the Engineer will delineate the excavation boundary and direct excavation limits
3. Backfill and compact the excavation with either excess, unsuitable, or Selected Material, Type C
4. Document the site with post-cleanup photos after excavation and backfilling activities are complete
5. Fill out and submit to the Engineer and Alaska Department of Environmental Conservation the following:
 - a. State of Alaska Department of Environmental Conservation Oil & Hazardous Material Incident Final Report
 - b. Alaska Department of Environmental Conservation Division of Spill and Prevention and Emergency Response Programs Transport, Treatment, & Disposal Approval Form for Contaminated Media form
 - c. Pre and Post site clean-up photos

802-3.02 SITE SAFETY AND HEALTH PLAN. Develop a Site Safety and Health Plan (SSHP) in accordance with applicable Occupational Safety and Health Administration (OSHA) and State of Alaska Statutes (AS) guidelines.

The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be accomplished, and the hazards anticipated. All subcontractors shall comply with the Contractor's SSHP. The SSHP shall provide evidence of applicable safety and health training received by the supervisors and employees. The SSHP shall be updated if new hazards are identified during execution of the work described in this section.

Provide personal protective equipment and other tools required for worker protection as appropriate for work conditions.

This Subsection does not relieve the Contractor of health and safety requirements that may be listed in other Sections.

802-3.03 DEWATERING. The Contractor shall schedule work to avoid excavating below the water table.

802-4.01 METHOD OF MEASUREMENT. Section 109.

802-5.01 BASIS OF PAYMENT. Contract price includes all work and resources required to excavate, backfill, segregate, stockpile, double handle, haul, disposal of petroleum contaminated material, develop the Site Safety and Health Plan and all necessary contaminated soil administration.

Payment will be made under:

Pay Item	Pay Unit
802(102)-A Contaminated Soil Removal and Disposal	Ton

APPENDIX A

PERMITS

Fish Habitat Permit

FH19-III-027

Haggard Creek Bridge



THE STATE
of **ALASKA**

GOVERNOR MICHAEL J. DUNLEAVY

Department of Fish and Game

DIVISION OF HABITAT
Fairbanks Region Office

1300 College Road
Fairbanks, AK 99701-1551
Main: 907.459.7289
Fax: 907.459.7303

FISH HABITAT PERMIT

FH19-III-0027

ISSUED: January 25, 2019

EXPIRES: Upon removal of structure

Brett Nelson
Alaska Department of Transportation and Public Facilities
Northern Region
2301 Peger Road
Fairbanks, AAK 99709

RE: Bridge Construction
Haggard Creek
Section 32, T11N, R01W, CRM, Gulkana C-3 Quad
Location: 62.6943°N, 145.4490°W

Dear Mr. Nelson,

Pursuant to AS 16.05.841, the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to construct a new bridge over Haggard Creek as part of the Richardson Highway MP 159-167 Reconstruction Project.

Project Description

Haggard Creek is approximately 8-ft wide and 3-ft deep. The stream bottom consists of silt/clay and has a gradient of approximately 0.3°. The existing fish passage culvert will be removed and the stream bed restored under permit FH19-III-0028. The new single-span, 134-ft pre-stressed concrete girder bridge will be constructed on the new Richardson Highway alignment approximately 300 ft downstream of the existing highway and culvert. In-water work will be required to place Class II riprap armoring for the new bridge. Approximately 250 cubic yards of material will be excavated from the stream bed, and an estimated 390 cubic yards of riprap will be placed below ordinary high water. Temporary fill and structures will be removed from the stream when construction is complete. Materials stockpiles will be located above the ordinary

high water mark, and appropriate erosion and sediment control measures will be implemented to minimize the transportation of sediment into Haggard Creek.

Fishway Act

Haggard Creek supports resident fish species such as Arctic grayling and slimy sculpin. Your project as proposed is not anticipated to obstruct the efficient passage and movement of fish.

In accordance with AS 16.05.841, your project is approved subject to the project description and permit terms, with the following stipulation:

- 1) The structure shall be designed, installed, and maintained to accommodate the efficient passage and movement of fish, both upstream and downstream, for the life of the structure. You must restore any obstruction of the free passage of fish to the satisfaction of ADF&G.

Permit Terms

This letter constitutes a permit issued under the authority of AS 16.05.841 and must be retained on site during project activities. Please be advised that this determination applies only to Division of Habitat regulated activities; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any provision contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is a Division of Habitat responsibility. Therefore, we recommend you consult the Division of Habitat before considering any deviation from the approved plan.

You shall give an authorized representative of the state free and unobstructed access to the permit site, at safe and reasonable times, for the purpose of inspecting or monitoring compliance with any provision of this permit. You shall furnish whatever assistance and information the authorized representative reasonably requires for monitoring and inspection purposes.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. You shall mitigate any adverse effect upon fish or wildlife, their habitats, or any restriction or interference with public use that the commissioner determines was a direct result of your failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

Please direct questions about this permit to Habitat Biologist Chelsea Clawson at (907) 459-7287 or chelsea.clawson@alaska.gov.

Sincerely,
Doug Vincent-Lang
Commissioner



By: Audra L. J. Brase
Fairbanks Regional Supervisor

ecc: Al Ott, ADF&G HAB, Fairbanks
Jill Baxter-McIntosh, ADOT&PF, Northern Region, Fairbanks
Russ Johnson, ADOT&PF, Northern Region, Fairbanks
Gillian O'Doherty, ADF&G SF, Anchorage
Mark Eisenman, ADF&G SF, Anchorage
Bob Henszey, USFWS, Fairbanks
Mark Somerville, ADF&G SF, Glennallen
Jenny March, ADNRR, Fairbanks
NOAA Fisheries, Anchorage
Ben Soiseth, USACE, Fairbanks
Permit Coordinator, ADF&G SF
AWT, Northern Detachment, Fairbanks

AB/cmc

Fish Habitat Permit

FH19-III-028

Haggard Creek



THE STATE
of **ALASKA**

GOVERNOR MICHAEL J. DUNLEAVY

Department of Fish and Game

DIVISION OF HABITAT
Fairbanks Region Office

1300 College Road
Fairbanks, AK 99701-1551
Main: 907.459.7289
Fax: 907.459.7303

FISH HABITAT PERMIT

FH19-III-0028

ISSUED: January 25, 2019
EXPIRES: December 31, 2024

Brett Nelson
Alaska Department of Transportation and Public Facilities
Northern Region
2301 Peger Road
Fairbanks, AAK 99709

RE: Stream Bed Restoration
Haggard Creek
Section 32, T11N, R01W, CRM, Gulkana C-3 Quad
Location: 62.6943°N, 145.4490°W

Dear Mr. Nelson,

Pursuant to AS 16.05.841, the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to remove the existing culvert on Haggard Creek and restore the streambed as part of the Richardson Highway MP 159-167 Reconstruction Project.

Project Description

Haggard Creek is approximately 8-ft wide and 3-ft deep. The stream bottom consists of silt/clay and has a gradient of approximately 0.3°. The existing 8-ft diameter fish passage culvert will be removed, and the existing road embankment excavated. The replacement bridge and roadway will be constructed approximately 300-ft downstream under permit FH19-III-027. During that construction, soil and vegetative mat will be harvested from the area that will be covered by the new road embankment. The stream bank and floodplain will be restored to match natural conditions using the transplanted vegetative mat, willow bundles, and coir logs. In order to minimize erosion at the old culvert site, 12" of Class I riprap will be placed along the stream bed and voids will be filled in with gravel. The culvert removal and stream bed restoration will result in approximately 80 cubic yards of material excavated from the stream bed, and then 30 cubic

yards of permanent fill including riprap, alluvial gravel, willows, and coir logs placed below ordinary high water. Temporary fill and structures will be removed from the stream when construction is complete. Materials stockpiles will be located above the ordinary high-water mark, and appropriate erosion and sediment control measures will be implemented to minimize the transportation of sediment into Haggard Creek.

Fishway Act

Haggard Creek supports resident fish species such as Arctic grayling and slimy sculpin. Your project as proposed should not obstruct the efficient passage and movement of fish.

In accordance with AS 16.05.841, your project is approved subject to the project description and permit terms.

Permit Terms

This letter constitutes a permit issued under the authority of AS 16.05.841 and must be retained on site during project activities. Please be advised that this determination applies only to Division of Habitat regulated activities; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any provision contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is a Division of Habitat responsibility. Therefore, we recommend you consult the Division of Habitat before considering any deviation from the approved plan.

You shall give an authorized representative of the state free and unobstructed access to the permit site, at safe and reasonable times, for the purpose of inspecting or monitoring compliance with any provision of this permit. You shall furnish whatever assistance and information the authorized representative reasonably requires for monitoring and inspection purposes.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. You shall mitigate any adverse effect upon fish or wildlife, their habitats, or any restriction or

interference with public use that the commissioner determines was a direct result of your failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

Please direct questions about this permit to Habitat Biologist Chelsea Clawson at (907) 459-7287 or chelsea.clawson@alaska.gov.

Sincerely,
Doug Vincent-Lang
Commissioner



By: Audra L. J. Brase
Fairbanks Regional Supervisor

ecc: Al Ott, ADF&G HAB, Fairbanks
Jill Baxter-McIntosh, ADOT&PF, Northern Region, Fairbanks
Russ Johnson, ADOT&PF, Northern Region, Fairbanks
Gillian O'Doherty, ADF&G SF, Anchorage
Mark Eisenman, ADF&G SF, Anchorage
Bob Henszey, USFWS, Fairbanks
Mark Somerville, ADF&G SF, Glennallen
Jenny March, ADNR, Fairbanks
NOAA Fisheries, Anchorage
Ben Soiseth, USACE, Fairbanks
Permit Coordinator, ADF&G SF
AWT, Northern Detachment, Fairbanks

AB/cmc

Meiers Lake Material Source

MS 71-2-008-5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Glennallen

Serial Number
AA-95323

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder State of Alaska Department of Transportation and Public Facilities receives a right to construct, operate, maintain, and terminate a ADOT office, staging of materials and equipment, soil disposal and asphalt plant on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Staging areas for the Richardson Highway realignment project between Mileposts 159 and 173.

These staging areas are authorized for: ADOT field offices, staging of construction equipment and materials, soil disposal to be used for final reclamation of material sites, and for a hot mix asphalt plant.

Secs 6-7, 17-19, T. 12 N., R. 1 W., CRM - Mile 169.5 Richardson Hwy, Meler's Lake Pit
Secs 13 and 24, T., 12 N., R. 2 W., CRM - Mile 169.5 Richardson Hwy, Meler's Lake Pit
Sec 7, T. 10 N., R. 1 W., CRM - Mile 158 Richardson Hwy, North Hogan's Hill pit

- b. The right-of-way or permit area granted herein is _____ feet wide, _____ feet long and contains _____ acres, more or less. If a site type facility, the facility contains 85 acres.
- c. This instrument shall terminate on December 31, 2024, 5 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) Stipulations, dated February 11, 2019, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Bay Kooser
(Signature of Holder)

NR ROW Chief
(Title)

6/5/19
(Date)

Marnie M
(Signature of Authorized Officer)

Field Manager
(Title)

6/11/19
(Effective Date of Grant)

Stipulations for MP 159-167 Richardson Highway Project, State of Alaska, Department of Transportation
February 11, 2019

1.0 Definitions

- 1.1 The Glennallen Field Manager or designated representative is the Authorized Officer (AO), as defined by 43 CFR 2920.0-5(c).
- 1.2 "Grantee" means State of Alaska, Department of Transportation, and any and all assignees that may be of record, including all agents, contractors, subcontractors, and employees.
- 1.3 "Grant" means the license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.

2.0 General

- 2.1 The grantee will address all matters to the Glennallen Field Manager, P.O. Box 147, Glennallen, Alaska 99588.
- 2.2 In case of change of address, the grantee shall immediately notify the AO.
- 2.3 Any modifications to the proposed activities must be approved in writing by the AO.
- 2.4 This grant is subject to all prior valid and existing rights, and the United States makes no representations or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.
- 2.5 The right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant is reserved to the AO.
- 2.6 It is the responsibility of the grantee to ensure that field party members are familiar with and adhere to these stipulations.
- 2.7 The holder, in exercising the privileges granted under this grant shall comply with the regulations of the Department of the Interior and all Federal, State, Borough and Municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this grant.
- 2.8 The grantee may be requested by the AO to furnish transportation and quarters for designated field representatives or observers while inspecting operations.
- 2.9 In the advent of a disagreement of the interpretation or implementation of these stipulations the grantee agrees that the AO shall have the final say in how these stipulations are interpreted and implemented.
- 2.10 This grant may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO.
- 2.11 The AO may revoke or terminate this grant in whole, or in part, upon a determination by the AO that the terms, conditions, or stipulations of the grant have been violated, or by

determination by the AO that the grantee's actions pose a threat to human health or safety, or irreparable harm to the surrounding environment.

- 2.12 The grantee shall not enclose or obstruct in any manner, or erect or maintain any signs or structures on roads or trails commonly used for public travel or access to public lands surrounding the grant.
- 2.13 This grant does not authorize the permittee to take from the public lands any mineral or vegetative material, including timber, without securing authorization under 30 USC 601 et seq.
- 2.14 This grant does not authorize any other use of the public lands or improvements belonging to the US Government.
- 2.15 Grantee shall comply with Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

3.0 Environmental

- 3.1 All operations will be conducted in such a manner as not to cause damage or disturbance to any fish or wildlife, or to impede rural residents from pursuing their traditional subsistence activities (ANILCA, P.L. 96-487).
- 3.2 Grantee will not intentionally harass or harm migratory birds or interfere with their nesting and brood rearing activities.
- 3.3 All activities shall be conducted so as to avoid or minimize disturbance to vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
- 3.4 All operations shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or cause the pollution or siltation of any stream or lake.
- 3.5 Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides or herbicides shall be used in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides or herbicides, the grantee shall obtain from the AO written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides or herbicides shall be approved in writing by the AO prior to such use.
- 3.6 The grantee shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way. If any scarring or damage occurs outside of approved areas as a result of the holder's operations, the areas shall be repaired and reseeded, or otherwise corrected as necessary to the satisfaction of the Authorized Officer.
- 3.7 The grantee will do everything reasonable, both independently and/or upon request of the authorized officer to prevent and suppress fires on or near the lands occupied under the right-of-way.

3.8 Petroleum products or by-products shall not be used for dust suppression.

3.9 Any revegetation will be with native species only.

4.0 Operational

4.1 There shall be no disturbance of any archaeological or historical sites, including graves and remains of cabins, and no collection of any artifacts whatsoever. Also, collection of vertebrate fossils, including mammoths and mastodon bones, tusks etc., is strictly prohibited. If historic resources are encountered then all artifacts will be respectfully left in place and the Glennallen Field Office's cultural resources staff will be notified immediately.

4.2 Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Grantee, or any person working on his behalf, on public or Federal lands shall be immediately reported to the Authorized Officer. Grantee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Grantee will be responsible for the cost of evaluation and the Authorized Officer will make any decision as to proper mitigation measures after consulting with the Grantee.

4.3 All waste generated during operation, maintenance, and termination activities under this authorization shall be removed or otherwise disposed of as required by state and federal law. In this case the waste must be dumped in a DEC approved landfill site. Waste in this subparagraph means all discarded matter, including but not limited to, human waste, trash garbage, refuse, and oil drums, petroleum products, ashes and discarded equipment.

4.4 Refueling of equipment will not be conducted in riparian areas or within 200 feet of the active floodplain of any fish-bearing waterbody or within 100 feet from non-fish bearing waterbodies. The AO may allow storage and operations at areas closer than the stated distance if properly designed to account for local hydrologic conditions.

4.5 Areas of operation shall be left clean of all unauthorized foreign objects. This shall include, but is not limited to, wires, pins, flags and reflectors.

4.6 All fuel or lubricant spills will be cleaned up immediately, taking precedence over all other matters, except the health and safety of personnel. Spills will be cleaned up utilizing absorbent pads or other Alaska State DEC approved methods. Any such spill sites will be documented so that they can be located during the compliance check.

4.7 Recovered spill fluids will be removed and incinerated in approved receptacles.

4.8 As soon as possible, but not later than 24 hours, notice of any such discharge as defined in Alaska Statute Title 18, Chapter 75, Article 2, will be given to the AO and any other Federal and State Officials as are required by law.

4.9 All State and Federal safety standards and regulations for fuel transportation and handling will be followed. Only fuel products and amounts specifically authorized shall be stored on site, and shall be located at least 100 feet away from any source of water. All fuel containers,

including barrels and propane tanks, shall be marked with the grantees name, product type, and year filled.

- 4.10 The grantee shall protect all Survey Monuments. In the advent of obliteration or disturbance of a survey monument, the grantee shall immediately notify the AO. The grantee will be financially responsible to re-establish the survey monuments to the Bureau standards.
- 4.11 No hazardous materials shall be transported or disposed within the area of authorized use.
- 4.12 Prior to abandonment of any portion of the facilities authorized by this grant, the grantee shall contact the Authorized Officer, and if the situation warrants, to arrange a joint inspection of the right-of-way. The inspection will be held to agree on an acceptable rehabilitation plan. The Authorized Officer must approve the plan in writing prior to the grantee commencing any abandonment and/or rehabilitation activities.
- 4.13 Any further ground disturbance will be done after approval by the Authorized Officer.
- 4.14 Water withdrawal from lakes may be authorized on a site specific basis depending on size, water volume, depth, fish population, and species diversification. Permits must be provided by the State and on hand during monitoring and inspection.
- 4.15 All permitted operations will be conducted in such a manner not to block any stream or drainage system, and to comply with State and Federal water quality standards.
- 4.16 Human use will be managed to meet and maintain water quality standards and avoid management problems and water quality impacts.
- 4.17 Minimize disturbance to riparian areas from development of stream crossings and material sites.
- 4.18 Grantee shall inform and ensure compliance of the grant and its stipulations by his/her agents, contractors, subcontractors, employees, and guests.
- 4.19 No new access trails or roads are authorized without written authorization from the Bureau of Land Management.
- 4.20 The site must be kept clean. All waste generated during the operation and termination activities of this lease shall be removed and disposed of as required by state and federal laws. As defined in this paragraph "waste" means all discarded matter, including but not limited to human waste, trash, garbage, litter, oil drums, petroleum, ashes, and discarded equipment.
- 4.21 Fuel storage containers, including slow test holding tanks and hazardous substances, with a total combined capacity larger than 55 gallons shall not be placed within 100 feet of the ordinary high water mark of any water body. Containers which exceed a total combined capacity of 110 gallons must be stored within an impermeable diked area or portable impermeable containment structure capable of containing 110 percent capacity of the largest independent container. All containers must clearly be marked with the content's and the Lessee' name. Drip pans and materials, such as absorbent pads, must be on hand to contain and clean up spills from any transfer or handling of fuel.

- 4.22 This authorization does not relieve the lessee from securing any other permits, licenses, or other authorizations required by federal, state, or local law.
- 4.23 The permittee, their employees, and their contractors are required to comply with the Migratory Bird Treaty Act (MBTA) in the execution of all activities under this permit. The U.S. Fish and Wildlife Service (USFWS) provide guidance for MBTA compliance in Alaska, including dates to avoid vegetation clearing. The suggested dates to avoid vegetation clearing for this portion of the state are May 1- July 15. Additional information can be found at http://www.fws.gov/alaska/fisheries/fieldoffice/anchorage/pdf/vegetation_clearing.pdf.
- 4.24 If Best Management Practices (CES 2014) are implemented, non-native invasive species occurrence and spread can be minimized and even prevented. Specifically: cleaning heavy equipment before it enter the project area and working non-infested areas first; avoiding areas with known infestations; cleaning heavy equipment prior to transport out of the infested gravel pit; early detection and rapid response to infestations, eradicating known infestations before they spread too far to contain and manage.
- 4.25 Best Management Practices described in PMC-00342 (CES 2014) are recommended for implementation at all actively operated and inactive gravel pits to prevent the introduction and spread of non-native invasive species into the otherwise weed-free environment of the Copper River Basin.
- 4.26 The timber is primarily Black Spruce with some White Spruce with little to no value, if timber reaches a 6-inch Diameter at 4 foot from base, timber should be salvaged and placed in an area accessible for the public to collect for fuelwood.
- 4.27 Administrative sites, and construction equipment staging areas shall not obstruct trailheads or access routes (trails or roads) providing access to public lands.
- 4.28 The use of Off-Highway Vehicles (OHV's) or other land transport vehicles associated with non-work activities shall occur only on designated or existing roads or trails and previously impacted areas. When sufficient snow cover is present (defined as 6"-inches ground frost or 12" inches of snow cover) cross country travel of OHV's or snowmachines is permitted.
- 4.29 If projects necessitate short term detours or variances from existing access routes to public lands, the contractor shall work with the BLM to identify suitable alternatives for access.
- 4.30 If projects alter or disturb established access routes to public lands they shall be restored upon project completion to their original state.
- 4.31 In an effort to inform federal subsistence users of potential encounters with construction, realignment or the associated ancillary activities, advance notice through the newspaper, radio, media, or signage should be provided to the public.
- 4.32 In order to minimize water quality degradation, avoid locating temporary structures and equipment in streams, riparian areas, and wetland areas. Avoid crossing streams with vehicles, personnel, and equipment.

4.33 When introducing the stream into the newly designed channel or culverts, avoid introduction during high water periods when stream velocities are highest and introduce at a gradual rate, not all at once.

8.6 Subsistence hunting season for caribou on Federal public lands runs from August 1 to September 30 and October 21 to March 31. Many subsistence hunters rely on the caribou migration and caribou may migrate through this area during these times. The permittee is to maintain vigilance for the presence of caribou during the subsistence hunting seasons listed in this paragraph. If groups of 30 or more caribou enter the right-of-way or permitted use areas within a radius of 330 feet of construction during the subsistence hunting seasons listed in this paragraph, work is to be stopped until the caribou have passed through the right-of-way or permitted use areas.


Permittee Signature


Date

BOOK 187 PAGE 309
Fairbanks Recording District
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Fairbanks Land Office
P.O. Box 1150
Fairbanks, Alaska 99701

Serial number below

FAIRBANKS

Serial No. 63-5457

Date: AUG 6 1963

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant Fairbanks 031376

Name of grantee State of Alaska, Department of Highways
Box 1841, Juneau, Alaska

Map showing the location
and dimensions of grant:

new M.P. 17C

Map designations Departmental Map, Project FAP 71
Parcel No. M.S. 22-309-63, dated May 1, 1963

Date filed June 6, 1963 M.S. 713-008-5 (WHS)

Permitted use by grantee Material Site

Authority for grant Federal Aid Highway Act of November 9, 1921

Regulations applicable to grant: (23 U.S.C. 317) as amended.

Code reference 43 CFR 244.54 through 244.56

Circular number 1915 and 2084

Date of grant AUG 6 1963

Expiration date of grant None

Rental:

Amount None

~~XXXXXXXXXXXXXXXXXXXX~~

RECORDED ☒

FILED ☐

FAIRBANKS RECORDING DISTRICT

Date AUG 20 1963

Time 2:34 P.M.

Requested by State of Alaska, Dept. of Hwy.

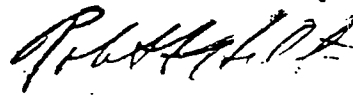
Address Right-of-Way Sec. 520 Ill.
Fairbanks, Alaska

Term and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961 (26 F.R. 8216), as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified herein.
3. Filing of proof of construction within 7 years from date of the grant.
4. Other: Subject to attached Material Site Stipulations which are made a part hereof by reference.

Info. copy to:
State of Alaska
Department of Highways
Box 1841
Juneau, Alaska



Robert F. Hilton
Chief, Lands Section

cc:
Director with map

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

FLO 201
March 1963

Serial No. F-031376

Description: Route No. FAP 71
Richardson Highway
Parcel No. M.S. 22-309-63

MATERIAL SITE STIPULATIONS

The Grantee, by accepting this material site under the Federal Highway Act, agrees and consents to comply with all of the provisions under 43 CFR, Part 244.9, and to the following terms and conditions, unless specifically authorized in writing:

1. All of the provisions of this material site protecting the government or third parties shall remain in effect until revocation or termination by the authorized officer.
2. The Grantee shall promptly notify the Bureau of Land Management when the material site is no longer needed.
3. The responsibility of identifying the boundaries of the material site and the protection of the survey monuments shall be the duty of the Grantee.
4. ~~The Grantee shall post the number of this material site on the land and in such a fashion that it may be readily seen by the general public. Such posting will serve as notice that the land is under authorized use.~~
5. The Grantee shall not cause damage or defacement of adjacent lands and shall save the government harmless of all liability and expense arising from, or consequential to, such damage. The Grantee shall contact the officer in charge immediately after such damage.
6. All borrow pits and clearings must be screened from the highway by leaving an untouched strip of vegetative cover 100 feet wide between the edge of the clearing and the nearest edge of the road right-of-way. Necessary access roads are authorized through the above reserve strip.
7. All brush and timber, standing or down, necessarily removed to expose materials must be buried or burned.
8. The Grantee shall take adequate measures for the prevention and suppression of fire on the material site area and adjacent land, as prescribed by the authorized officer.
9. Before revocation or termination of this material site, the area must be graded to blend with the existing landscape so that the pit will not present an unsightly appearance.
10. The Grantee shall submit to the Bureau of Land Management the kind, quantity, and uses made of the materials extracted during each fiscal year.

NO LONGER
REQUIRED.

U31316
Serial No. 63-
Chitina Recording District
FACED 1/17

INDEXED
RECORDED
FAIRBANKS RECORDING DISTRICT
Date
Requested by
Address

RECEIVED
BUREAU OF
LAND MANAGEMENT
1963 JUN 26 AM 11:27
LAND OFFICE
FAIRBANKS, ALASKA

ENGINEER'S STATEMENT

Andy Zahare STATES THAT HE IS BY OCCUPATION A CIVIL ENGINEER EMPLOYED BY ALASKA DEPT. OF HIGHWAYS TO SUPERVISE THE SURVEY OF HIGHWAY PROJECT NO. FAP 71 AS SHOWN ON THIS MAP; THAT THE SURVEY OF SAID PROJECT WAS MADE UNDER HIS SUPERVISION AND UNDER AUTHORITY; THAT THIS PARCEL WAS SURVEYED DURING THE SURVEY OF THIS HIGHWAY PROJECT WHICH WAS CONDUCTED IN 1963; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS PLAT.

ENGINEER Andy Zahare

APPLICANT'S CERTIFICATE

THIS IS TO CERTIFY THAT Andy Zahare WHO SUBSCRIBED THE STATEMENT HEREON IS THE PERSON EMPLOYED BY THE UNDERSIGNED APPLICANT TO SUPERVISE THE PREPARATION OF THIS MAP, WHICH HAS BEEN ADOPTED BY THE APPLICANT AS THE APPROXIMATE FINAL LOCATION OF THE PROJECT THEREBY SHOWN; AND THAT THIS MAP IS FILED AS A PART OF THE COMPLETE APPLICATION, AND IN ORDER THAT THE APPLICANT MAY OBTAIN THE BENEFITS OF THE ACT OF AUGUST 27, 1958 (72 STAT. 885, 23 U.S.C. 317); AND I FURTHER CERTIFY THAT THE RIGHT-OF-WAY HEREIN DESCRIBED IS DESIRED FOR ALASKA HIGHWAY PROJECT NO. FAP 71

COMMISSIONER OF HIGHWAYS, ALASKA DEPT. OF HWYS.

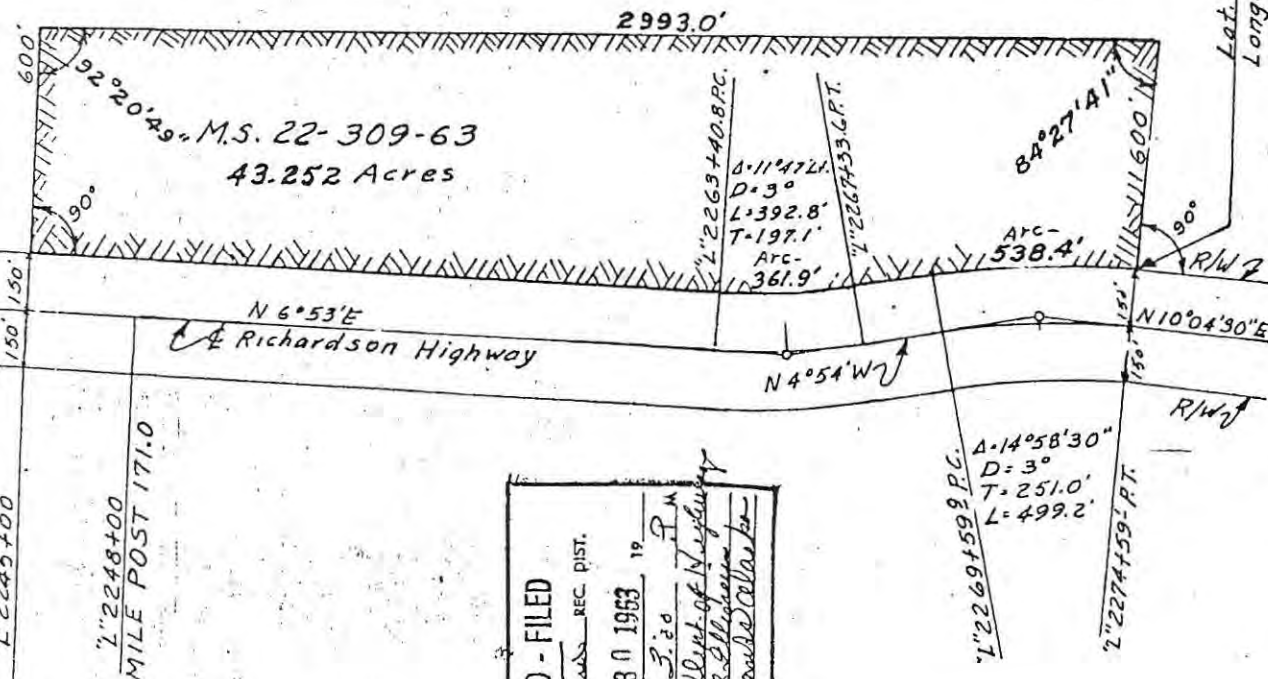
Attest: John A. Sogard

STATE OF ALASKA

DEPARTMENT OF HIGHWAYS

MAP
SHOWING Material Source REQUIRED
FOR

PROJECT FAP 71 Fairbanks DISTRICT
PARCEL NO. MS 22-30963 DATE May 1963



RECORDED - FILED
Chitina REC. DIST.
SEP 30 1963
DATE
TIME 3:20 PM
Requested by Dept. of Highways
Address 612 William
Fairbanks Alaska

SCALE 1" = 400' 43.252 ACRES
DRAWN BY

State of Alaska
Department of Transportation & Public Facilities

Mining and Reclamation Guidelines
Material Site 71-3-008-5
Richardson Hwy MP 170 / Meier's Lake Pit

These guidelines are subject federal (BLM) indefinite right-of-way grant F-031376 and stipulations contained therein. For each new project, the contractor shall submit a Project Mining and Reclamation Plan to DOT&PF for approval prior to any mining activities.

Legal Description

T12N, R1W, CRM, within Sect. 18 and 19 and T12N, R2W within Sect. 13 and 24.
Material site contains approximately 44 acres.

General Information

This site is located near Mile 170 Richardson Highway, just south of Meier's Lake. Material consists of alluvial sand and gravel with silt and cobbles. The site has been mined as a dry borrow pit using conventional excavation methods.

Alyeska Pipeline Service Company uses the adjacent pit, OMS 30-0. Borders of the two pits overlap, and access road 30-AMS-0 passes through MS 71-3-008-5. Middle Fork Trail and Spring Creek also cross the middle portion of the site.

Mining Guidelines

The Plan will adhere to the following guidelines.

1. Locate site boundaries and stay within them. Corner monuments should be present.
2. Coordinate site activities with Alyeska prior to work.
3. Place stripped organic/overburden at site perimeter or use directly for reclaiming final slopes.
4. Do not place organics/overburden piles in future mining area or where it would need to be moved again.
5. Pit perimeter slopes shall not exceed 3H:1V.
6. Maintain and/or re-establish a 100-foot-wide buffer along the highway ROW.
7. Maintain and/or re-establish the existing Middle Fork Trail access road through the material site.
8. After mining, grade pit floor level, remove all equipment and man-made debris from the site.
9. All mining and stockpiling activities shall be in accordance with applicable Construction General Permits (CGP) and Storm Water Pollution Prevention Plans (SWPPP)

Reclamation Objectives and Guidelines

The reclamation plan has several objectives:

1. To reclaim site perimeter slopes and buffer.
2. To allow reestablishment of native vegetation and wildlife habitat.
3. To leave the site in a safe condition that does not endanger people or wildlife.

Reclamation activities will include:

1. Grading slopes just inside the site perimeter to 3H: 1V.
2. Spreading available overburden and organic material on reclaimed slopes.
3. Consider re-establishing the highway ROW buffer by constructing a smooth, compressed berm that, when revegetated will serve as a screen.
4. Contact DOT Environmental staff to determine seeding and fertilizer requirements.

Project Mining and Reclamation Plan

Prior to use of the site for any project, the contractor shall submit a Project Mining and Reclamation Plan to DOT&PF that describes the proposed plan of operations. The plan shall comply with guidelines listed here and include:

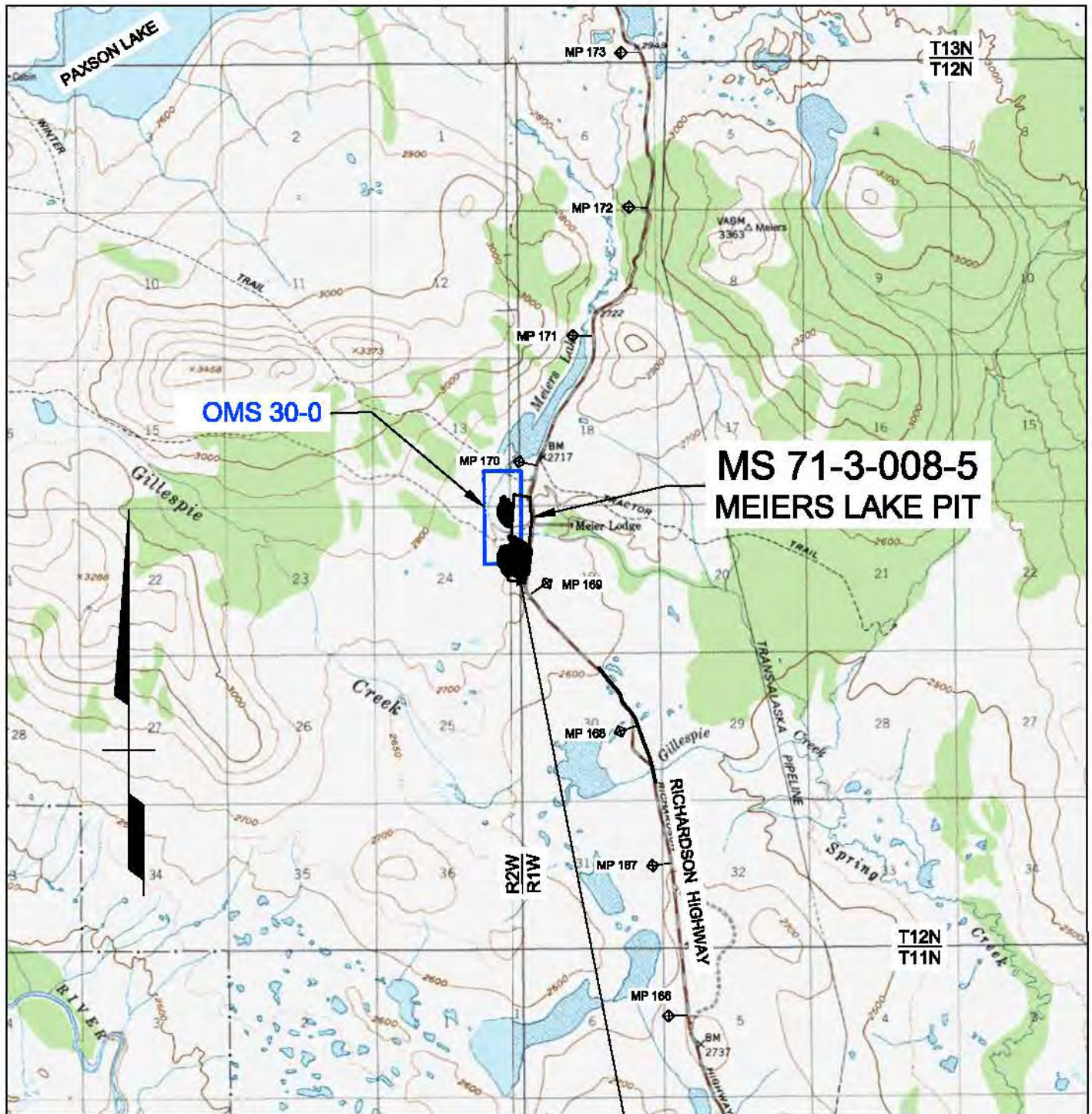
A sketch map with:

1. Site boundaries and buffers (to be marked on the ground)
2. Proposed working limits
3. Organic debris and overburden disposal/ reclamation areas
4. Work pad, stockpile locations, processing facilities.
5. Scale of drawing, north arrow, and specific dimensions as appropriate

A narrative with:

1. Methods of operation
2. Estimated quantities for removal
3. Length and times of operation (day, month, year, and working hours)
4. Air and water pollution control measures
5. Reclamation measures

LOCATION MAP



U.S.G.S. QUADRANGLE: GULKANA (D-3) & (D-4)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)

ZONE 6: N6,965,167 E576,427

AK STATE PLANE (NAD83-US SURVEY FT)

ZONE 3: N3,218,987 E1,723,932

ACTIVE - OPEN



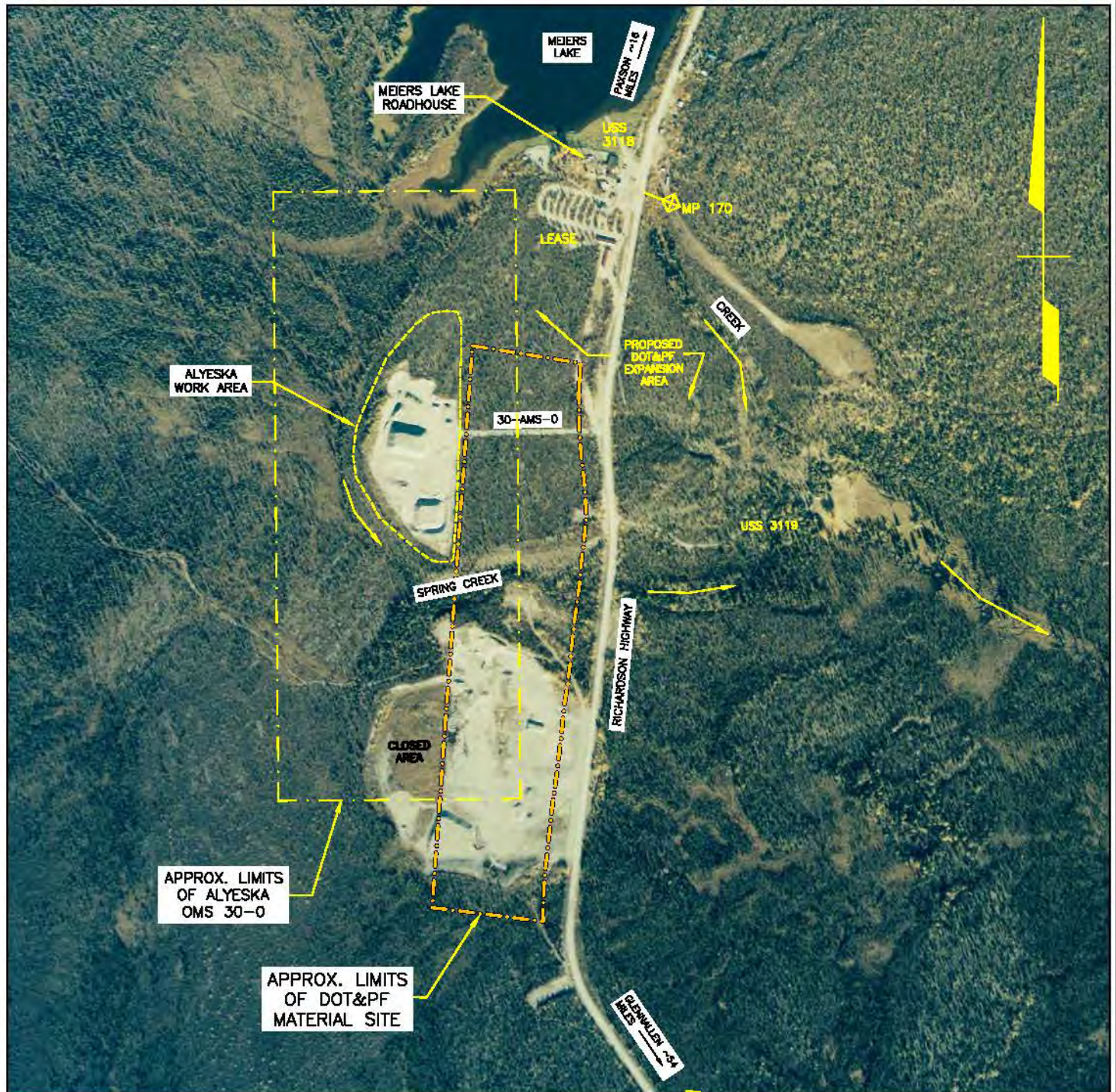
GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-3-008-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE JULY 2009	PAGE 2

Prepared By:
R&M CONSULTANTS, INC.

BASE MAP CREATED WITH TERRAIN NAVIGATOR PRO

SITE MAP



BASE MAP IS 2007 AERIAL PHOTOGRAPHY.
THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS
DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE
UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

ACTIVE - OPEN

0 400 800 1600 2400







GRAPHIC SCALE IN FEET

BASE MAP FROM AERIAL PHOTOS DATED 9/22/07


Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-3-008-5			
SCALE AS SHOWN	DRAWN P.K.H. CHECKED G.H.R.	DATE AUG. 2009	PAGE 3A



-  Aggregate Extraction Area
-  Staging Area, Field Offices, Asphalt Plant
-  Area of Reclamation
-  Meier's Lake Pit Boundary

500 250 0 500 Feet



STATE OF ALASKA
Department of Transportation and Public Facilities
2301 Peger Road Fairbanks, AK 99709

Meier's Lake Pit
MS 71-3-008-5

DATE: May 2018

Figure 3B

C:\pwworking\west01\d0548191\62253_Aerial Figures-Middle Fork Trail Mon, Nov/05/18 11:54am

STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA		2018	1	2

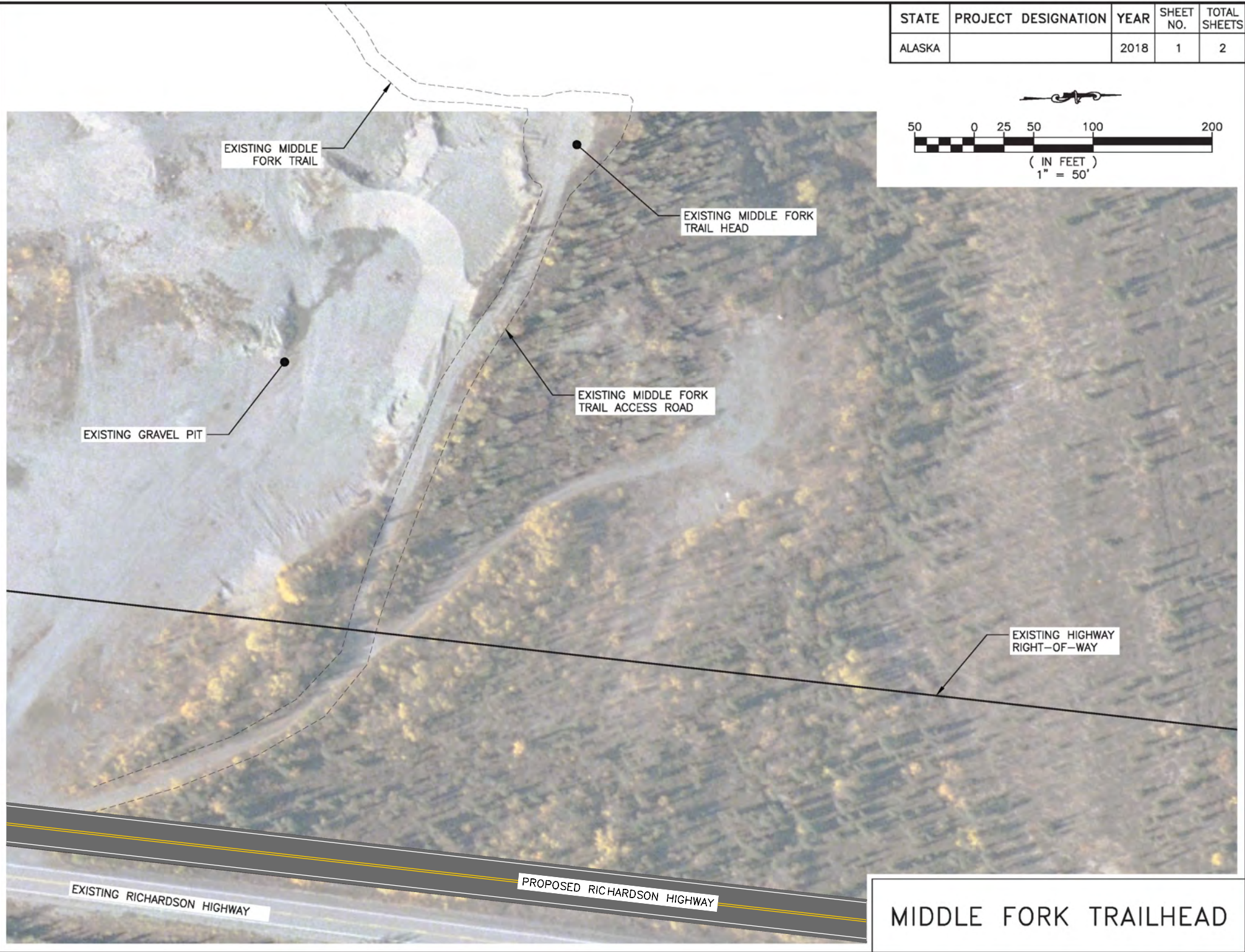
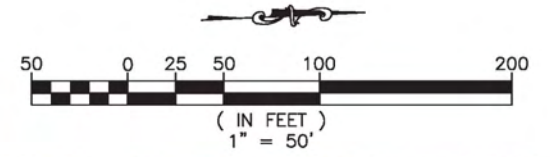
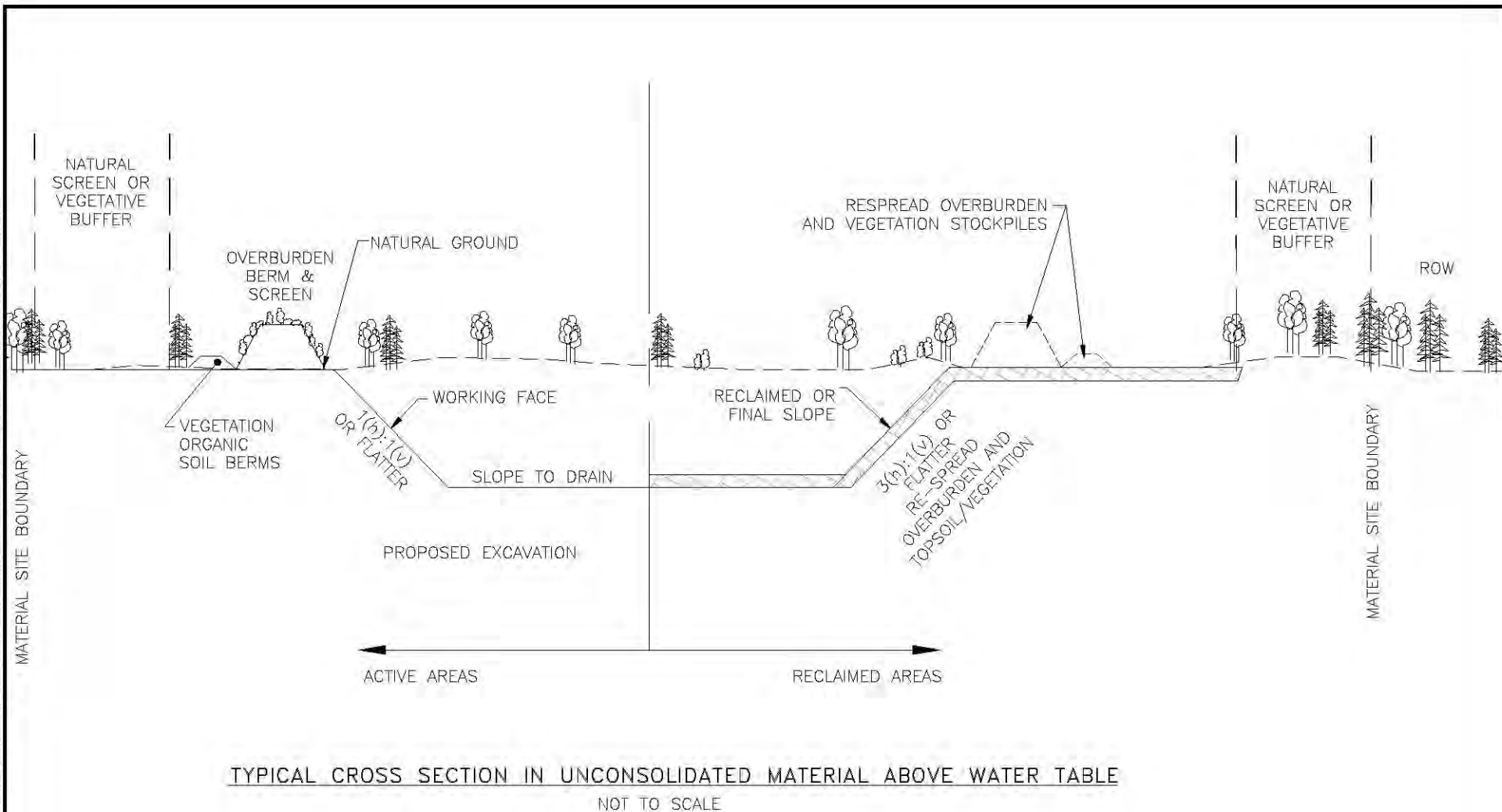


Figure 6



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

DATA:	MINING RECLAMATION TYPICAL SECTION.
DRAWN:	
APPROVED:	PROJECT NO.
DATE:	

North Hogan's Hill Material Source

MS 71-3-009-5

BLM Land Use Permit

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Glennallen

Serial Number
AA-95323

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder State of Alaska Department of Transportation and Public Facilities receives a right to construct, operate, maintain, and terminate a ADOT office, staging of materials and equipment, soil disposal and asphalt plant on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Staging areas for the Richardson Highway realignment project between Mileposts 159 and 173.

These staging areas are authorized for: ADOT field offices, staging of construction equipment and materials, soil disposal to be used for final reclamation of material sites, and for a hot mix asphalt plant.

Secs 6-7, 17-19, T. 12 N., R. 1 W., CRM - Mile 169.5 Richardson Hwy, Meler's Lake Pit
Secs 13 and 24, T., 12 N., R. 2 W., CRM - Mile 169.5 Richardson Hwy, Meler's Lake Pit
Sec 7, T. 10 N., R. 1 W., CRM - Mile 158 Richardson Hwy, North Hogan's Hill pit

- b. The right-of-way or permit area granted herein is _____ feet wide, _____ feet long and contains _____ acres, more or less. If a site type facility, the facility contains 85 acres.
- c. This instrument shall terminate on December 31, 2024, 5 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) Stipulations, dated February 11, 2019, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Bay Kooser
(Signature of Holder)

NR ROW Chief
(Title)

6/5/19
(Date)

Muniel
(Signature of Authorized Officer)

Field Manager
(Title)

6/11/19
(Effective Date of Grant)

Stipulations for MP 159-167 Richardson Highway Project, State of Alaska, Department of Transportation
February 11, 2019

1.0 Definitions

- 1.1 The Glennallen Field Manager or designated representative is the Authorized Officer (AO), as defined by 43 CFR 2920.0-5(c).
- 1.2 "Grantee" means State of Alaska, Department of Transportation, and any and all assignees that may be of record, including all agents, contractors, subcontractors, and employees.
- 1.3 "Grant" means the license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.

2.0 General

- 2.1 The grantee will address all matters to the Glennallen Field Manager, P.O. Box 147, Glennallen, Alaska 99588.
- 2.2 In case of change of address, the grantee shall immediately notify the AO.
- 2.3 Any modifications to the proposed activities must be approved in writing by the AO.
- 2.4 This grant is subject to all prior valid and existing rights, and the United States makes no representations or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.
- 2.5 The right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant is reserved to the AO.
- 2.6 It is the responsibility of the grantee to ensure that field party members are familiar with and adhere to these stipulations.
- 2.7 The holder, in exercising the privileges granted under this grant shall comply with the regulations of the Department of the Interior and all Federal, State, Borough and Municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this grant.
- 2.8 The grantee may be requested by the AO to furnish transportation and quarters for designated field representatives or observers while inspecting operations.
- 2.9 In the advent of a disagreement of the interpretation or implementation of these stipulations the grantee agrees that the AO shall have the final say in how these stipulations are interpreted and implemented.
- 2.10 This grant may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO.
- 2.11 The AO may revoke or terminate this grant in whole, or in part, upon a determination by the AO that the terms, conditions, or stipulations of the grant have been violated, or by

determination by the AO that the grantee's actions pose a threat to human health or safety, or irreparable harm to the surrounding environment.

- 2.12 The grantee shall not enclose or obstruct in any manner, or erect or maintain any signs or structures on roads or trails commonly used for public travel or access to public lands surrounding the grant.
- 2.13 This grant does not authorize the permittee to take from the public lands any mineral or vegetative material, including timber, without securing authorization under 30 USC 601 et seq.
- 2.14 This grant does not authorize any other use of the public lands or improvements belonging to the US Government.
- 2.15 Grantee shall comply with Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

3.0 Environmental

- 3.1 All operations will be conducted in such a manner as not to cause damage or disturbance to any fish or wildlife, or to impede rural residents from pursuing their traditional subsistence activities (ANILCA, P.L. 96-487).
- 3.2 Grantee will not intentionally harass or harm migratory birds or interfere with their nesting and brood rearing activities.
- 3.3 All activities shall be conducted so as to avoid or minimize disturbance to vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
- 3.4 All operations shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or cause the pollution or siltation of any stream or lake.
- 3.5 Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides or herbicides shall be used in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides or herbicides, the grantee shall obtain from the AO written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency use of pesticides or herbicides shall be approved in writing by the AO prior to such use.
- 3.6 The grantee shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way. If any scarring or damage occurs outside of approved areas as a result of the holder's operations, the areas shall be repaired and reseeded, or otherwise corrected as necessary to the satisfaction of the Authorized Officer.
- 3.7 The grantee will do everything reasonable, both independently and/or upon request of the authorized officer to prevent and suppress fires on or near the lands occupied under the right-of-way.

3.8 Petroleum products or by-products shall not be used for dust suppression.

3.9 Any revegetation will be with native species only.

4.0 Operational

4.1 There shall be no disturbance of any archaeological or historical sites, including graves and remains of cabins, and no collection of any artifacts whatsoever. Also, collection of vertebrate fossils, including mammoths and mastodon bones, tusks etc., is strictly prohibited. If historic resources are encountered then all artifacts will be respectfully left in place and the Glennallen Field Office's cultural resources staff will be notified immediately.

4.2 Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Grantee, or any person working on his behalf, on public or Federal lands shall be immediately reported to the Authorized Officer. Grantee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Grantee will be responsible for the cost of evaluation and the Authorized Officer will make any decision as to proper mitigation measures after consulting with the Grantee.

4.3 All waste generated during operation, maintenance, and termination activities under this authorization shall be removed or otherwise disposed of as required by state and federal law. In this case the waste must be dumped in a DEC approved landfill site. Waste in this subparagraph means all discarded matter, including but not limited to, human waste, trash garbage, refuse, and oil drums, petroleum products, ashes and discarded equipment.

4.4 Refueling of equipment will not be conducted in riparian areas or within 200 feet of the active floodplain of any fish-bearing waterbody or within 100 feet from non-fish bearing waterbodies. The AO may allow storage and operations at areas closer than the stated distance if properly designed to account for local hydrologic conditions.

4.5 Areas of operation shall be left clean of all unauthorized foreign objects. This shall include, but is not limited to, wires, pins, flags and reflectors.

4.6 All fuel or lubricant spills will be cleaned up immediately, taking precedence over all other matters, except the health and safety of personnel. Spills will be cleaned up utilizing absorbent pads or other Alaska State DEC approved methods. Any such spill sites will be documented so that they can be located during the compliance check.

4.7 Recovered spill fluids will be removed and incinerated in approved receptacles.

4.8 As soon as possible, but not later than 24 hours, notice of any such discharge as defined in Alaska Statute Title 18, Chapter 75, Article 2, will be given to the AO and any other Federal and State Officials as are required by law.

4.9 All State and Federal safety standards and regulations for fuel transportation and handling will be followed. Only fuel products and amounts specifically authorized shall be stored on site, and shall be located at least 100 feet away from any source of water. All fuel containers,

including barrels and propane tanks, shall be marked with the grantees name, product type, and year filled.

- 4.10 The grantee shall protect all Survey Monuments. In the advent of obliteration or disturbance of a survey monument, the grantee shall immediately notify the AO. The grantee will be financially responsible to re-establish the survey monuments to the Bureau standards.
- 4.11 No hazardous materials shall be transported or disposed within the area of authorized use.
- 4.12 Prior to abandonment of any portion of the facilities authorized by this grant, the grantee shall contact the Authorized Officer, and if the situation warrants, to arrange a joint inspection of the right-of-way. The inspection will be held to agree on an acceptable rehabilitation plan. The Authorized Officer must approve the plan in writing prior to the grantee commencing any abandonment and/or rehabilitation activities.
- 4.13 Any further ground disturbance will be done after approval by the Authorized Officer.
- 4.14 Water withdrawal from lakes may be authorized on a site specific basis depending on size, water volume, depth, fish population, and species diversification. Permits must be provided by the State and on hand during monitoring and inspection.
- 4.15 All permitted operations will be conducted in such a manner not to block any stream or drainage system, and to comply with State and Federal water quality standards.
- 4.16 Human use will be managed to meet and maintain water quality standards and avoid management problems and water quality impacts.
- 4.17 Minimize disturbance to riparian areas from development of stream crossings and material sites.
- 4.18 Grantee shall inform and ensure compliance of the grant and its stipulations by his/her agents, contractors, subcontractors, employees, and guests.
- 4.19 No new access trails or roads are authorized without written authorization from the Bureau of Land Management.
- 4.20 The site must be kept clean. All waste generated during the operation and termination activities of this lease shall be removed and disposed of as required by state and federal laws. As defined in this paragraph "waste" means all discarded matter, including but not limited to human waste, trash, garbage, litter, oil drums, petroleum, ashes, and discarded equipment.
- 4.21 Fuel storage containers, including slow test holding tanks and hazardous substances, with a total combined capacity larger than 55 gallons shall not be placed within 100 feet of the ordinary high water mark of any water body. Containers which exceed a total combined capacity of 110 gallons must be stored within an impermeable diked area or portable impermeable containment structure capable of containing 110 percent capacity of the largest independent container. All containers must clearly be marked with the content's and the Lessee' name. Drip pans and materials, such as absorbent pads, must be on hand to contain and clean up spills from any transfer or handling of fuel.

- 4.22 This authorization does not relieve the lessee from securing any other permits, licenses, or other authorizations required by federal, state, or local law.
- 4.23 The permittee, their employees, and their contractors are required to comply with the Migratory Bird Treaty Act (MBTA) in the execution of all activities under this permit. The U.S. Fish and Wildlife Service (USFWS) provide guidance for MBTA compliance in Alaska, including dates to avoid vegetation clearing. The suggested dates to avoid vegetation clearing for this portion of the state are May 1- July 15. Additional information can be found at http://www.fws.gov/alaska/fisheries/fieldoffice/anchorage/pdf/vegetation_clearing.pdf.
- 4.24 If Best Management Practices (CES 2014) are implemented, non-native invasive species occurrence and spread can be minimized and even prevented. Specifically: cleaning heavy equipment before it enter the project area and working non-infested areas first; avoiding areas with known infestations; cleaning heavy equipment prior to transport out of the infested gravel pit; early detection and rapid response to infestations, eradicating known infestations before they spread too far to contain and manage.
- 4.25 Best Management Practices described in PMC-00342 (CES 2014) are recommended for implementation at all actively operated and inactive gravel pits to prevent the introduction and spread of non-native invasive species into the otherwise weed-free environment of the Copper River Basin.
- 4.26 The timber is primarily Black Spruce with some White Spruce with little to no value, if timber reaches a 6-inch Diameter at 4 foot from base, timber should be salvaged and placed in an area accessible for the public to collect for fuelwood.
- 4.27 Administrative sites, and construction equipment staging areas shall not obstruct trailheads or access routes (trails or roads) providing access to public lands.
- 4.28 The use of Off-Highway Vehicles (OHV's) or other land transport vehicles associated with non-work activities shall occur only on designated or existing roads or trails and previously impacted areas. When sufficient snow cover is present (defined as 6"-inches ground frost or 12" inches of snow cover) cross country travel of OHV's or snowmachines is permitted.
- 4.29 If projects necessitate short term detours or variances from existing access routes to public lands, the contractor shall work with the BLM to identify suitable alternatives for access.
- 4.30 If projects alter or disturb established access routes to public lands they shall be restored upon project completion to their original state.
- 4.31 In an effort to inform federal subsistence users of potential encounters with construction, realignment or the associated ancillary activities, advance notice through the newspaper, radio, media, or signage should be provided to the public.
- 4.32 In order to minimize water quality degradation, avoid locating temporary structures and equipment in streams, riparian areas, and wetland areas. Avoid crossing streams with vehicles, personnel, and equipment.

4.33 When introducing the stream into the newly designed channel or culverts, avoid introduction during high water periods when stream velocities are highest and introduce at a gradual rate, not all at once.

8.6 Subsistence hunting season for caribou on Federal public lands runs from August 1 to September 30 and October 21 to March 31. Many subsistence hunters rely on the caribou migration and caribou may migrate through this area during these times. The permittee is to maintain vigilance for the presence of caribou during the subsistence hunting seasons listed in this paragraph. If groups of 30 or more caribou enter the right-of-way or permitted use areas within a radius of 330 feet of construction during the subsistence hunting seasons listed in this paragraph, work is to be stopped until the caribou have passed through the right-of-way or permitted use areas.


Permittee Signature


Date



500 250 0 500 Feet

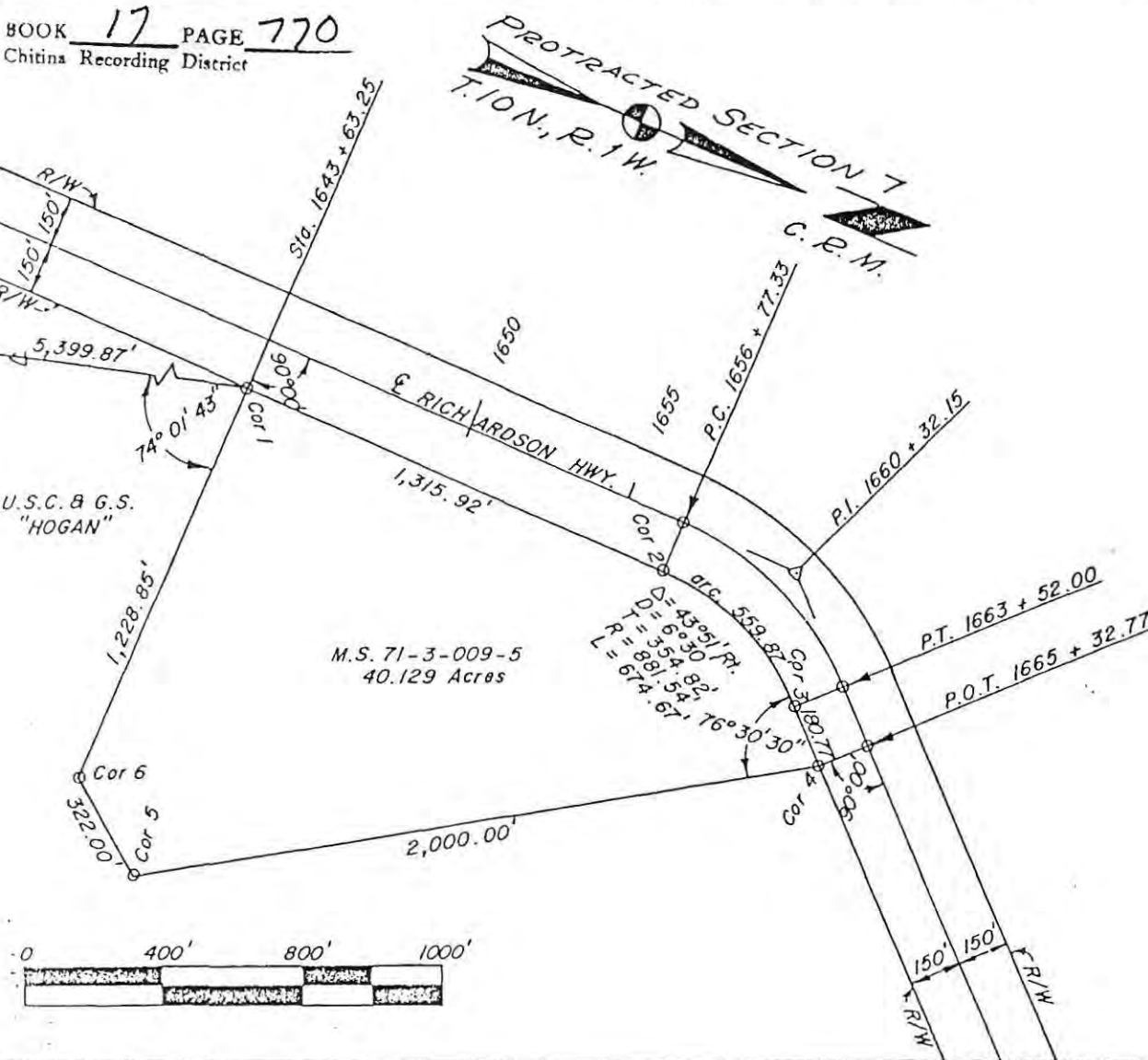
STATE OF ALASKA
Department of Transportation and Public Facilities
2301 Peger Road Fairbanks, AK 99709

North Hogan's Hill
MS 71-3-009-5

DATE: May 2018

Figure 2

BOOK 17 PAGE 770
Chitina Recording District



ENGINEER'S STATEMENT

LEE SAYLOR states that he is by occupation a land surveyor employed by Alaska Department of Transportation and Public Facilities to supervise the survey of Highway Project No. A81661 as shown on this plat; that the survey of said project was made under his supervision and under authority, that this parcel was surveyed during the survey of this highway project which was conducted in 1982; and that such survey is accurately represented upon this plat.

Engineer Lee Saylor

APPLICANT'S CERTIFICATE

This is to certify that STEPHEN C. GISK who subscribed the statement hereon is the person employed by the undersigned applicant to supervise the preparation of this plat, which has been adopted by the applicant as the approximate final location of the project thereby shown; and that this plat is filed as part of the complete application; and in order that the applicant may obtain the benefits of the act of October 21, 1976 (90 Statute 2776, 43 U.S.C. 1761) and I further certify that the right of way herein described is desired for Alaska Project No. A81661

Director, D.A.C. Stephen C. Gisk 5/12/83

Attest Heidi A. Morrison

DWN: <u>L.A.M.</u>	SCALE: <u>1" = 400'</u>	AREA: <u>40.129 Acres</u>
CKD: <u>J.D.R.</u>		
STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES MAP SHOWING M.S. 71-3-009-5 RICHARDSON HIGHWAY, MILE 129-186 F&P 71-3 PROJECT <u>A81661</u> SO. CENTRAL REGION PARCEL NO. _____ DATE <u>12/21/82</u>		

EXHIBIT A

**DEC Certificate of Reasonable
Assurance**

POA-2019-82



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental Conservation

DIVISION OF WATER
Wastewater Discharge Authorization Program

555 Cordova Street
Anchorage, Alaska 99501-2617
Main: 907.269.6285
Fax: 907.334.2415
www.dec.alaska.gov/water/wwdp

April 25, 2019

Alaska Department of Transportation and Public Facilities
Attn: Brett Nelson
2301 Peger Road
Fairbanks, Alaska 99709-5316

Re: DOT&PF, Richardson Highway Milepost 159-167 Reconstruction
POA-2019-82, Haggard Creek

Dear Mr. Nelson:

In accordance with Section 401 of the Federal Clean Water Act of 1977 and provisions of the Alaska Water Quality Standards, the Department of Environmental Conservation (DEC) is issuing the enclosed Certificate of Reasonable Assurance for placement of dredged and/or fill material in waters of the U.S., including wetlands and streams, associated with the reconstruction of the Richardson Highway between mileposts 159-167 near Paxson, Alaska.

DEC regulations provide that any person who disagrees with this decision may request an informal review by the Division Director in accordance with 18 AAC 15.185 or an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340. An informal review request must be delivered to the Director, Division of Water, 555 Cordova Street, Anchorage, AK 99501, within 20 days of the permit decision. Visit <http://dec.alaska.gov/commish/Review-Guidance/> for information on Administrative Appeals of Department decisions.

An adjudicatory hearing request must be delivered to the Commissioner of the Department of Environmental Conservation, PO Box 111800, Juneau, AK 99811-1800; Location: 410 Willoughby Avenue, Juneau within 30 days of the permit decision. If a hearing is not requested within 30 days, the right to appeal is waived.

By copy of this letter we are advising the U.S. Army Corps of Engineers of our actions and enclosing a copy of the certification for their use.

Sincerely,

A handwritten signature in black ink that reads "James Rypkema".

James Rypkema
Program Manager, Storm Water and Wetlands

Enclosure: 401 Certificate of Reasonable Assurance

cc: (with encl.)

Amy Tippery, USACE, Anchorage
Jill Baxter-McIntosh, DOT&PF

Jack Winter, ADF&G/Habitat, Anchorage
Fairbanks USFWS Field Office
Matt LaCroix, EPA, AK Operations

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CERTIFICATE OF REASONABLE ASSURANCE

In accordance with Section 401 of the Federal Clean Water Act (CWA) and the Alaska Water Quality Standards (18 AAC 70), a Certificate of Reasonable Assurance, is issued to the Department of Transportation and Public Facilities (Attn: Mr. Brett Nelson) at 2301 Peger Road, Fairbanks, Alaska 99709-5316. for placement of dredged and/or fill material in waters of the U.S. including wetlands and streams in association with the development of the reconstruction of the Richardson Highway between mileposts 159-167 near Paxson, Alaska.

The purpose of the proposed project is to improve safety on this stretch of highway. The proposed project consists of reconstructing a two-lane roadway, widening lanes to 12-foot with six-foot shoulders, and re-contouring and decreasing slopes to bring sharp horizontal and vertical curves and steep grades into current specifications. Proposed impacts include the permanent fill of 57.27 acres of waters of the U.S. located within the Haggard Creek channel and the project corridor. Approximately 400,000 cubic yards of permanent fill in waters of the U.S. will be placed as a result of the construction of stabilization berms, slope flattening, and channel work within Haggard Creek including construction of a new bridge and riprap for bridge abutments and culvert replacement. Approximately 14.12 acres of temporary fill may occur in a 10-foot wide active work area due to mechanized clearing and vehicle maneuvering.

A state issued water quality certification is required under Section 401 because the proposed activity will be authorized by a U.S. Army Corps of Engineers permit (POA-2019-82) and a discharge of pollutants to waters of the U.S. located in the State of Alaska may result from the proposed activity. Public notice of the application for this certification was given as required by 18 AAC 15.180 in the Corps Public Notice POA-2019-82 posted from March 19 to April 17, 2019.

The proposed activity is located within Section 5 and 6, T. 10 N., R. 1 W., Seward Meridian; the project begins at: 62.67423 N., -145.4699 W. near Glennallen, Alaska, and ends at 62.77906 N., -145.4683 W., in Paxson, Alaska.

The Department of Environmental Conservation (DEC) reviewed the application and certifies that there is reasonable assurance that the proposed activity, as well as any discharge which may result, will comply with applicable provisions of Section 401 of the CWA and the Alaska Water Quality Standards, 18 AAC 70, provided that the following additional measures are adhered to.

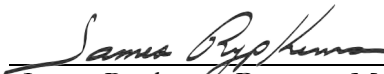
1. Reasonable precautions and controls must be used to prevent incidental and accidental discharge of petroleum products or other hazardous substances. Fuel storage and handling activities for equipment must be sited and conducted so there is no petroleum contamination of the ground, subsurface, or surface waterbodies.
2. During construction, spill response equipment and supplies such as sorbent pads shall be available and used immediately to contain and cleanup oil, fuel, hydraulic fluid, antifreeze, or other pollutant spills. Any spill amount must be reported in accordance with Discharge Notification and Reporting Requirements (AS 46.03.755 and 18 AAC 75 Article 3). The applicant must contact by telephone the DEC Area Response Team for Northern Alaska at (907) 451-2121 during work hours or 1-800-478-9300 after hours. Also, the applicant must contact by telephone the National Response Center at 1-800-424-8802.

3. Runoff discharged to surface water (including wetlands) from a construction site disturbing one or more acres must be covered under Alaska's General Permit for Storm Water Discharges from Large and Small Construction Activities in Alaska (AKR100000). This permit requires a Storm Water Pollution Prevention Plan (SWPPP). For projects that disturb more than five acres, this SWPPP must also be submitted to DEC (William Ashton, 907-269-6283) prior to construction.
4. During the work on the culverts and bridges, construction equipment shall not be operated below the ordinary high water mark if equipment is leaking fuel, oil, hydraulic fluid, or any other hazardous material. Equipment shall be inspected and recorded in a log on a daily basis for leaks. If leaks are found, the equipment shall not be used and pulled from service until the leak is repaired.
5. All work areas, material access routes, and surrounding wetlands involved in the construction project shall be clearly delineated and marked in such a way that equipment operators do not operate outside of the marked areas.
6. Natural drainage patterns shall be maintained, to the extent practicable, without introducing ponding or drying.
7. Excavated or fill material, including overburden, shall be placed so that it is stable, meaning after placement the material does not show signs of excessive erosion. Indicators of excess erosion include: gullyng, head cutting, caving, block slippage, material sloughing, etc. The material must be contained with siltation best management practices (BMPs) to preclude reentry into any waters of the U.S., which includes wetlands.
8. Include the following BMPs to handle storm water and total storm water volume discharges as they apply to the site:
 - a. Divert storm water from off-site around the site so that it does not flow onto the project site and cause erosion of exposed soils;
 - b. Slow down or contain storm water that may collect and concentrate within a site and cause erosion of exposed soils;
 - c. Place velocity dissipation devices (e.g., check dams, sediment traps, or riprap) along the length of any conveyance channel to provide a non-erosive flow velocity. Also place velocity dissipation devices where discharges from the conveyance channel or structure join a water course to prevent erosion and to protect the channel embankment, outlet, adjacent stream bank slopes, and downstream waters.
9. Prior to fill placement in the spring or summer, a silt fence or similar structure shall be installed on a line parallel to and within five feet of the proposed fill toe of slope within all wetland areas that contain standing water that is connected to any natural body of water or where the fill toe is within 25 feet of such a water body. This structure shall remain in place until the fill has been stabilized or contained in another manner.
10. The permittee must stabilize any dredged material (temporarily or permanently) stored on upland property to prevent erosion and subsequent sedimentation into jurisdictional waters of the United States. The material must be contained with siltation control measures to preclude reentry into any waters of the U.S., including wetlands.

11. Fill material (including dredge material) must be clean sand, gravel or rock, free from petroleum products and toxic contaminants in toxic amounts.
12. Any disturbed ground and exposed soil not covered with fill must be stabilized and re-vegetated with endemic species, grasses, or other suitable vegetation in an appropriate manner to minimize erosion and sedimentation, so that a durable vegetative cover is established in a timely manner.

This certification expires five (5) years after the date the certification is signed. If your project is not completed by then and work under U.S. Army Corps of Engineers Permit will continue, you must submit an application for renewal of this certification no later than 30 days before the expiration date (18 AAC 15.100).

Date: April 25, 2019



James Rypken, Program Manager
Storm Water and Wetlands

Meiers Lake DEC Contaminated Soils Clean-up Correspondence

Johnson, Russell M (DOT)

From: Sartz, Patrik P (DEC)
Sent: Wednesday, December 12, 2018 9:14 AM
To: Johnson, Russell M (DOT)
Cc: Adamczak, Ashley K (DEC)
Subject: RE: Richardson Hwy sites
Attachments: soil-tranpt-trt-form (1).pdf; final-report-form.pdf

Mr. Johnson,

ADEC-PPRP agrees with Mr. Hooper's comments below, as well as the recommendations provided by S&W.

If ADOT&PF decides to move forward with the cleanup, please find additional ADEC comments:

- Since the tar/binder appears to be contained within the surface soils, above bedrock, as well as within the approximate footprint of the stained surface material(s), visual cues can be utilized to determine cleanup endpoints (i.e. no need to collect any screening or confirmation samples out in the field). However, please make sure to document site conditions pre and post-cleanup with photos.
- After the cleanup is completed, the attached form (or another document that contains the same, or similar, information) can be used as a final report.
- If ADOT&PF decides to haul the contaminated material to OIT for disposal, please find attached Transport Approval Form. The form is required by OIT before accepting the material.

Both forms can also be found at <https://dec.alaska.gov/spar/ppr/spill-information/reporting>.

Please let me know if you have any questions, comments, or concerns.

Sincerely,
Patrik

Patrik Sartz

Environmental Program Specialist
Alaska Dept. of Environmental Conservation
Prevention, Preparedness, and Response Program
610 University Ave.
Fairbanks, AK 99709
(907) 451-2116 (office)
(907) 712-4080 (cell)
patrik.sartz@alaska.gov

From: Hooper, Michael A (DEC)
Sent: Tuesday, December 11, 2018 4:54 PM
To: Johnson, Russell M (DOT) <russell.johnson@alaska.gov>
Cc: Sartz, Patrik P (DEC) <patrik.sartz@alaska.gov>; Fish, James T (DEC) <james.fish@alaska.gov>
Subject: RE: Richardson Hwy sites

Hello Russell,

I have reviewed the Meier's Lake ESA report and I basically agree with Shannon & Wilson's recommendation to remove and dispose of the tar contaminated soils. As this is a small release without evidence of groundwater or immediate human health impacts Contaminated Sites does not need to be involved at this time and the Prevention, Preparedness, and Response Program PPRP will be managing it instead.

The PPRP project manager will again be Patrik Sartz. He may provide more comments on the ESA, which I have sent his way.

Thank you!

Michael Hooper

Environmental Program Specialist
Alaska Department of Environmental Conservation
Spill Prevention and Response – Contaminated Sites Program
610 University Ave, Fairbanks, Alaska
(907) 451-5174



The following written report is required by State regulations 18 AAC 75.300(e), following departmental notification of a discharge of oil and hazardous materials. The report is due within 15 days after the cleanup is completed, or if no cleanup occurs, within 15 days after the discharge. Forward the report to the nearest DEC office of the department. The report must contain, as applicable:

1. Date and time of the discharge:	
2. Location of the discharge:	
3. Name of the site, facility or operation:	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>4. Name, mailing address, and telephone number of:</p> <p>A. Person or persons causing or responsible for the discharge:</p> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div> </div> <div style="width: 48%;"> <p>B. Owner and operator of the site, facility or operation:</p> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div> </div> </div>	
5. Type and amount of each oil or hazardous substance discharged:	
6. Cause of the discharge:	
7. Description of any environmental damage caused by the discharge or containment, to the extent the damage can be identified:	

8. Description of cleanup actions taken:	
9. Estimated amount of: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> (A) oil or hazardous substance cleaned up: (B) oily or hazardous waste generated: </div>	
10. Date, location, and method of ultimate disposal of the oil, hazardous substance and any contaminated materials, including cleanup materials:	
11. Description of actions being taken to prevent recurrence of the discharge:	
12. Other information the department requires to fully assess the cause and impact of the discharge (receipts for disposal if available):	
Signature	Printed name
Date	Title

MAIL OR FAX TO the Closest A.D.E.C. Office below

Anchorage

Phone: 269-3063
 Fax: 269-7687
 555 Cordova Street
 Anchorage, AK 99501

Fairbanks

Phone: 451-2121
 Fax: 451-2362
 610 University Ave.
 Fairbanks, AK 99709-3643

Juneau

Phone: 465-5340 Fax:
 465-5245
 P.O. Box 111800
 Juneau, AK 99801-1800

DEC USE ONLY

ADEC Project Manager:	ADEC Spill #:
-----------------------	---------------



**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SPILL PREVENTION AND RESPONSE**

Contaminated Sites and Prevention and Emergency Response Programs

Transport, Treatment, & Disposal Approval Form for Contaminated Media

DEC HAZARD/SPILL ID #		NAME OF SPILL OR CONTAMINATED SITE	
SITE OR SPILL LOCATION			
CURRENT LOCATION AND TYPE OF CONTAMINATED MEDIA		SOURCE OF THE CONTAMINATION	
COMPOUNDS OF CONCERN	ESTIMATED VOLUME	DATE(S) GENERATED	
POST TREATMENT ANALYSIS REQUIRED <i>(such as GRO, DRO, RRO, BTEX, and/or Chlorinated Solvents)</i>			
COMMENTS			

Facility Accepting the Contaminated Media

NAME OF THE FACILITY	PHYSICAL ADDRESS/PHONE NUMBER

Responsible Party and Contractor Information

BUSINESS/NAME	ADDRESS/PHONE NUMBER

Name of the Person Requesting Approval (printed)

Title/Association

Signature

Date

Phone Number

-----DEC USE ONLY-----

Based on the information provided, ADEC approves transport of the above-described media for treatment in accordance with the approved facility operations plan. The Responsible Party or their consultant must submit to the DEC Project Manager a copy of weight/volume receipts of the loads transported to the facility and a post treatment analytical report. If the media is contaminated soil, it shall be transported as a covered load in compliance with 18 AAC 60.015.

DEC Project Manager Name (printed)

Project Manager Title

Signature

Date

Phone Number

Alyeska Letter of Non-objection



P.O Box 196660

ANCHORAGE, ALASKA 99519-6660

TELEPHONE (907) 787-8700

Date: October 16, 2019
(Alyeska signature)

LETTER OF NON-OBJECTION
Alyeska letter no. 43344

Alaska Department of Transportation and Public Facilities
2301 Peger Road, MS 2553
Fairbanks, Alaska 99709-5399

Attn.: Mr. Russ Johnson
Tel: (907)451-5059 Email: russell.johnson@alaska.gov

RE: Access to/across these Trans-Alaska Pipeline System ("TAPS") Facilities;
a) Existing Access Road 28 APL-1C (to be abandoned)
and its intersection with the Pipeline Workpad at Pipeline Milepost 642.8
b) New Access Road 28 APL-1CR (proposed)
and its intersection with the Pipeline Workpad at Pipeline Milepost 643.1
c) Access Roads 28 APL/AMS-1 and 29 APL-1 Only

Dear Mr. Johnson:

By your email received October 2, 2017 conveying preliminary drawings and subsequent communications including the Department's written application to the Bureau of Land Management transmitted by letter dated August 10, 2018, the Alyeska Road Rehabilitation Plan dated August 21, 2018 and the Preliminary PS&E plans dated October 30, 2018, on behalf of the Alaska Department of Transportation and Public Facilities ("Department") and persons represented by it including any employees, agents and/or contractors ("Applicant"), you have requested non-objection from Alyeska Pipeline Service Company ("Alyeska") to utilize those certain TAPS facilities described in the subject line above ("Subject Property") to gain access via limited road construction equipment from the Richardson Highway for the purpose of putting to bed TAPS Access Road 28 APL-1C, constructing proposed Access Road 28 APL-1CR, and reconfiguring the highway intersection and approach of existing Access Roads 28 APL/AMS-1 and 29 APL-1, all pertinent to Department Project no. F-071-3(10)/63186 (RHMP 159-167).

Alyeska does not warrant that the Subject Property is either suitable or safe to conduct applicant's activities.

To reflect Applicant's acceptance, please review the conditions stated in this letter, sign, date and return it to me. Department will ensure that all parties included in the collective Applicant comply with each and all provisions of this agreement. The copy of this letter, fully-signed, dated above and returned to you, may be used to demonstrate Alyeska's non-objection in obtaining any additional authorization(s) that may be required.

As agent for the Permittees of the Trans Alaska Pipeline System rights-of-way, Alyeska provides its non-objection to the described use by Applicant of the Subject Property, insofar as Alyeska may do so under rights granted by the pertinent landowners, including the Bureau of Land Management and State of Alaska, for a period commencing March 1, 2020 or the date signed by Applicant, whichever is later, and terminating November 1, 2022 if work is not substantially initiated or, if construction is initiated, at such time as Applicant completes their project. This non-objection is subject to the following conditions:

1. **APPLICANT WILL CONTACT THE ALYESKA CIVIL MAINTENANCE COORDINATOR (CMC) AT THE DELTA RESPONSE BASE, TELEPHONE (907)450-4906 or 895-6206x4906**, to obtain clearance in advance of Applicant's requested access and to make any other necessary arrangements including scheduling a pre-construction meeting. The CMC may require Applicant to submit a written work plan describing Applicant's procedures in detail, especially covering construction schedule, public access control, marking the buried pipeline, excavation control, sign post and gate locations, site stabilization and rehabilitation and other issues pertinent to protecting the safety of Alyeska personnel, the integrity of the subject property and the environmental quality within the TAPS right(s)-of-way.

During the term of this non-objection agreement, Applicant agrees to notify the CMC periodically as directed by the CMC including upon completion of the construction access.

2. **Applicant will contact Alyeska Security, 615 Bidwill Avenue, Fairbanks, telephone (907)450-5707**, in advance to identify each of its persons who will be on Subject Property and arrange for entry through any vehicle gate across Subject Property. Such gate entry arrangements may include Applicant's coordinating with Alyeska installation of a temporary buddy lock or Alyeska's issuing a TAPS key. Applicant will remove any buddy lock or return any key/s to Alyeska Security as requested by Alyeska Security but in no case any later than three (3) days after the completion of each construction seasonal or final termination date of this Letter of Non-Objection and will not have duplicate/s made of any TAPS key. If a buddy lock is not removed as described above, Alyeska will remove and dispose of it without further notice.

Applicant agrees to a) notify Alyeska Security of any personnel changes in advance, b) provide additional reasonable information as requested by Alyeska Security from time to time and c) notify Alyeska Security prior to each and every visit to Subject Property during the term of this non-objection unless the requirement for repeat notifications is specifically waived by Alyeska Security.

3. Applicant understands that there may be times when Alyeska blocks access to Subject Property due to adverse surface conditions, pipeline-related construction activities or security conditions, and Applicant agrees to abide by Alyeska's decision in this regard. Applicant further understands that Alyeska

does not provide support to Applicant for water, waste, food, lodging, minor medical or fuel.

4. Applicant will construct the proposed access road so that a) its approach to the highway is perpendicular for at least 100 feet, b) its horizontal and vertical curvature is sufficient to allow a low boy tractor trailer to easily enter from and exit to the highway in either direction, and c) no surface water ponding will occur at the pipeline intersection.

Applicant will install a double-section access gate on the new access road, 28 APL-21CR, approximately twenty feet west of the westerly edge of the pipeline workpad with each gate section to have 'Hold-Open Posts' with chain to secure gate section to the hold-open post and one gate section to have a section of sign post welded to its top for signage attachment.

Applicant will restrict its equipment and vehicles to that speed that is most safe and prudent under the weather and terrain conditions existing at the time of Applicant's use of Subject Property or to the posted speed limit, whichever is slower. Applicant will respect all vehicle block points and will not exit the workpad in vehicles except at the access roads included in Subject Property, Furthermore, Applicant will cross all low water crossings with the transmission engaged in four-wheel-drive and at a low speed, creating no waves or splashes, and not disengaging the transmission until all four wheels are on level ground and out of the channel.

Applicant will not conduct any snowplowing without the written permission of the CMC. Applicant will not cross or back up any vehicle in the direction of the pipeline, in either the buried or above-ground mode. Furthermore, Applicant will take all precautions necessary to prevent injuries to persons and damage to property including, but not limited to, roads, pads, water bars, transverse levies, survey monuments, cathodic protection devices, monitoring rods or any other Alyeska facilities and will promptly reimburse Alyeska for any related losses or damages.

Applicant will notify the CMC immediately on becoming aware of personal injuries or any disturbance or damage to property including, but not limited to, the pipeline or any other Alyeska facility. Applicant shall be responsible for all repairs for damages caused by its activities within Subject Property that may be reasonably required by the CMC including, but not limited to any rehabilitation, restoration, revegetation, re-scarification, or seeding.

5. Applicant will ensure that any and all access control gates are kept closed and locked and will provide for public access control and safety whenever the gates are open.

Applicant will not park its vehicles or stage equipment on Subject Property without the specific authorization of the CMC.

Applicant will not conduct any fueling or equipment/vehicle maintenance activities in Subject Property and will keep Applicant's vehicles and/or equipment in sound working order.

6. Applicant, at its sole cost, will comply with all applicable local, state and federal laws, regulations and ordinances, including but not limited to survey platting of the new access road and any required plat modifications of the existing roads.

Applicant will not conduct any camping, fishing, trapping, hunting or shooting within, from, or across the Subject Property.

Applicant will take all precautions necessary to prevent wild land fires. If a wild land fire is started, Applicant shall immediately report it to the appropriate public agencies and the CMC.

Applicant will take all precautions necessary to prevent spills or leaks of any hazardous substance as defined by Alaska Statute 46.03.826(5) including, but not limited to, crude oil, fuels, lubricants, hydraulic fluids or antifreeze. If such a spill or leak of any amount does occur, **Applicant shall immediately report it to the Alyeska CMC and to any appropriate public agencies.** Applicant is responsible for the containment and cleanup of any such spill to the satisfaction of the responsible public agencies and Alyeska.

7. Subject to a specific appropriation by the legislature for this purpose, Department agrees to indemnify Alyeska and its Owner Companies and their officers, employees, servants, and agents for any and all claims, suits, liabilities, damages, and expenses in connection with loss of life, bodily injury or property damage sustained by any person, including contract and lien claims of any nature, and all claims asserted by any governmental entity for injury to public lands or the violation of any state or federal law, which may be claimed to have arisen from or out of any occurrence in, upon, or in direct proximity to Subject Property, or from the occupancy or use by Department of Subject Property or any part thereof under the terms of this Letter of Non-objection, and which is claimed to have been occasioned wholly or in part by any act or omission of Department. All parties to this agreement recognize and agree that the agency has no appropriation currently available to it to indemnify Alyeska and its owners under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the legislature and the legislature's failure to make such an appropriation creates no further liability of obligation of Department.
8. At a minimum, the Department will require its contractor/s to carry and maintain with carriers approved to conduct business in the State of Alaska the following insurance covering its activities on Subject Property:
 - a. Comprehensive General Liability Insurance, including Contractual Liability insuring the indemnity obligations set out in this Letter of Non-Objection, with the minimum coverage of a combined single limit of \$1,000,000 (One Million Dollars) per occurrence for bodily and property damage liability.

- b. Business auto liability insurance covering with minimum coverage of a combined single limit of \$1,000,000 (One Million Dollars) per occurrence for bodily injury, including death, and property damage.
- c. If aircraft are owned or chartered by Applicant and used in the performance of Applicant's activities on the Subject Property, Aircraft Liability, including Passenger Legal Liability Insurance, in the combined single limit of \$5,000,000 (Five Million Dollars).
- d. Pollution Legal Liability Insurance, in the combined single limit of \$2,000,000 (Two Million Dollars) for any fuel deliveries in containers larger than 55-gallon drums.
- e. Workers' Compensation Insurance as required by AS 23.30.045.

All non-statutory insurance policies required in this Letter of Non-objection agreement must be primary to any and all other insurance of Alyeska, and contain a waiver of subrogation against Alyeska, the Trans Alaska Pipeline System Permittees/Lessees and their respective agents, employees, stockholders and affiliated companies. Applicant, including its contractors and/or subcontractors, will not waive the right to select independent counsel as provided under Alaska Statute 21.89.100 or otherwise.

The insurance required in no way limits or restricts Applicant's obligations to indemnify Alyeska in accordance with other provision of this Letter of Non-Objection, nor will any limitation on the scope of Applicant's indemnity obligations set out in this Letter of Non-Objection agreement in any way limit, negate or reduce the above described insurance coverage.

Failure to fully comply with the conditions set out in this letter of non-objection may result in Alyeska's revoking it.

SPACE INTENTIONALLY LEFT BLANK

The undersigned accepts and agrees to all provisions described in this letter of non-objection agreement and represents that s/he has full authority to accept and agree on behalf of Applicant, and to bind Applicant to the terms of this letter of non-objection.

Please call me at (907) 787-8170 if there are any questions.

Very truly yours,

ALYESKA PIPELINE SERVICE COMPANY
Agent for Owners of the
Trans Alaska Pipeline System

BP PIPELINES (ALASKA), INC.
EXXONMOBIL PIPELINE COMPANY
CONOCOPHILLIPS TRANSPORTATION ALASKA, INC.
UNOCAL PIPELINE COMPANY

By:


PETER C. NAGEL
Lands Manager

ACCEPTED AND AGREED to this
16th day of October, 2019.

By:


Signature

Name:

Barry Hooper

Title:

DOT&PF ROW Chief

cc: USBLM, Branch of Pipeline Monitoring
ADNR, State Pipeline Coordinator's Section

Corps Wetlands Permit

POA-2019-00082



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
WESTSIDE BUSINESS PARK
2175 UNIVERSITY AVENUE, SUITE 201E
FAIRBANKS, ALASKA 99709-4927

October 30, 2019

Regulatory Division
POA-2019-00082

Alaska Department of Transportation and Public Facilities
Attention: Mr. Brett Nelson
2301 Peger Road
Fairbanks, Alaska 99709

Dear Mr. Brett Nelson:

Enclosed is the signed Department of the Army (DA) permit, file number POA-2019-00082, Haggard Creek, which authorizes the permanent fill of 57.27 acres of waters of the United States (U.S.) located within the project corridor and Haggard Creek channel. Approximately 400,000 cubic yards of permanent fill in waters of the U.S. will be placed as a result of the construction of road stabilization berms, slope flattening, realignment and channel work within Haggard Creek including construction of a new bridge and placement of riprap for bridge abutments restoration. The project site is located between Richardson Highway Mileposts 159 -167 beginning at 62.779° N., 145.4699° W., and ending at 62.674° N., 145.4699° W. within the Copper River Meridian in the following Sections, Townships, Ranges and USGS quadrangle maps:

USGS Quadrangle	Township	Range	Section
Gulkana C-3	10 N.	01 W.	5,
Gulkana C-3	11 N.	01 W.	5, 8, 16, 17, 21, 28, 29, 32
Gulkana D-3	12 N.	01 W.	32

Also enclosed is a Notice of Authorization which should be posted in a prominent location near the authorized work.

If changes to the plans or location of the work are necessary for any reason, plans must be submitted to us immediately. Federal law requires approval of any changes before construction begins.

Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at amy.c.tippery@usace.army.mil, by mail at the address above, or by phone at (907) 458-1602 if you have questions or to request a hard copy of this letter and enclosures. For more information about the Regulatory Program, please visit our website at: www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

TIPPERY.AMY.CHRI
STINE.1404644021

Digitally signed by
TIPPERY.AMY.CHRISTINE.140464
4021
Date: 2019.10.30 10:08:55 -08'00'

Amy Tippery
Regulatory Specialist

Enclosures



**This notice of authorization must be
conspicuously displayed at the site of work.**

United States Army Corps of Engineers
HAGGARD CREEK

A permit to: Upgrade the Richardson Highway to current safety standards
resulting in permanent fill of 57.27 acres of waters of the United States
(U.S.) located within the project corridor and Haggard Creek channel.
Approximately 400,000 cubic yards of permanent fill in waters of the U.S.
will be placed as a result of the construction of road stabilization berms,
slope flattening, realignment and channel work within Haggard Creek
including construction of a new bridge and placement of riprap for bridge
abutments restoration.

at: Between Richardson Highway Mileposts 159 -167 beginning at
62.779° N., 145.4699° W., and ending at 62.674° N., 145.4699° W. within the
Copper River Meridian; Township/Ranges T 10 N.01 W., 11 N. 01 W., and
12N. 01W; in USGS quadrangle maps Gulkana C-3 and D-3.

has been issued to: Alaska Department of Transportation and Public
Facilities (ADOT&PF)

on: October 30, 2019 and expires: October 31, 2024

Address of Permittee: Alaska Department of Transportation and Public
Facilities, Attention: Mr. Brett Nelson, 2301 Peger Road Fairbanks, Alaska
99709

Permit Number:

POA-2019-00082

TIPPERY.AMY.CHRI
STINE.1404644021

Digitally signed by
TIPPERY.AMY.CHRISTINE.140464
4021
Date: 2019.10.30 10:09:51 -08'00'

FOR: *District Commander*
Amy Tippery
Regulatory Specialist
REGULATORY DIVISION

DEPARTMENT OF THE ARMY PERMIT

Permittee: Alaska Department of Transportation and Public Facilities (ADOT&PF)

Permit No.: POA-2019-00082

Issuing Office: U.S. Army Engineer District, Alaska

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

Upgrade the Richardson Highway to current safety standards resulting in the permanent discharge of fill into 57.27 acres of waters of the United States (U.S.), including wetlands, located within the project corridor and Haggard Creek channel. Approximately 400,000 cubic yards of permanent fill in waters of the U.S. will be placed as a result of the construction of road stabilization berms, slope flattening, realignment and channel work within Haggard Creek including construction of a new bridge and placement of riprap for bridge abutments restoration.

All work will be performed in accordance with the attached plan, sheets **[1-8]**, dated **October 7, 2019**.

Project Location:

The project site is located between Richardson Highway Mileposts 159 -167 beginning at 62.779° N., 145.4699° W., and ending at 62.674° N., 145.4699° W. within the Copper River Meridian in the following Sections, Townships, Ranges and USGS quadrangle maps:

USGS Quadrangle	Township	Range	Section
Gulkana C-3	10 N.	01 W.	5,
Gulkana C-3	11 N.	01 W.	5, 8, 16, 17, 21, 28, 29, 32
Gulkana D-3	12 N.	01 W.	32

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **October 31, 2024**.

If you find that you need more time to complete the authorized activity, submit your request for:

TIME EXTENSIONS: A time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- 1.Fill Material: The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete blocks with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
- 2.Mitigation Plan SP: The permittee shall implement within 360 days the "Approved Mitigation Plan" dated September 30, 2019 and attached as Attachment A.
- 3.Cultural and Historic: If human remains, historic resources, or archaeological resources are encountered during construction, all ground disturbing activities

shall cease in the immediate area and you shall immediately (within one business day of discovery) notify the U.S. Army Corps of Engineers, Alaska District, Regulatory Office at 2715 University Avenue, Suite #201 E, Fairbanks, AK 99709. Upon notification the Corps shall notify the appropriate Tribal Historic Preservation Office (THPO) and State Historic Preservation Office (SHPO). Based on the circumstances of the discovery, equity to all parties, and consideration of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or THPO, SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the SHPO and the Corps.

4. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment B) and submit it to the Corps (U.S. Army Corps of Engineers, Regulatory Division, 2715 University Avenue, Suite #201 E, Fairbanks, AK 99709. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a re-evaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Brett D. Nelson DOT+PF Env. manager
(PERMITTEE) AND TITLE

10/28/19

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

LYONS.ELLEN.HU Digitally signed by
LYONS.ELLEN.HUBER.126916777
BER.1269167773 ³
Date: 2019.10.28 12:06:10 -08'00'

FOR (DISTRICT COMMANDER)

(DATE)

Colonel Phillip J. Borders

Ellen Lyons, Chief

North Branch, Regulatory Division

When the structures or work authorized by this permit are still in existence at the time the property is transferred the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions have the transferee sign and date below.

(TRANSFEREE)

(DATE)



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental Conservation

DIVISION OF WATER
Wastewater Discharge Authorization Program

555 Cordova Street
Anchorage, Alaska 99501-2617
Main: 907.269.6285
Fax: 907.334.2415
www.dec.alaska.gov/water/wwdp

April 25, 2019

Alaska Department of Transportation and Public Facilities
Attn: Brett Nelson
2301 Peger Road
Fairbanks, Alaska 99709-5316

Re: DOT&PF, Richardson Highway Milepost 159-167 Reconstruction
POA-2019-82, Haggard Creek

Dear Mr. Nelson:

In accordance with Section 401 of the Federal Clean Water Act of 1977 and provisions of the Alaska Water Quality Standards, the Department of Environmental Conservation (DEC) is issuing the enclosed Certificate of Reasonable Assurance for placement of dredged and/or fill material in waters of the U.S., including wetlands and streams, associated with the reconstruction of the Richardson Highway between mileposts 159-167 near Paxson, Alaska.

DEC regulations provide that any person who disagrees with this decision may request an informal review by the Division Director in accordance with 18 AAC 15.185 or an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340. An informal review request must be delivered to the Director, Division of Water, 555 Cordova Street, Anchorage, AK 99501, within 20 days of the permit decision. Visit <http://dec.alaska.gov/commish/Review-Guidance/> for information on Administrative Appeals of Department decisions.

An adjudicatory hearing request must be delivered to the Commissioner of the Department of Environmental Conservation, PO Box 111800, Juneau, AK 99811-1800; Location: 410 Willoughby Avenue, Juneau within 30 days of the permit decision. If a hearing is not requested within 30 days, the right to appeal is waived.

By copy of this letter we are advising the U.S. Army Corps of Engineers of our actions and enclosing a copy of the certification for their use.

Sincerely,

A handwritten signature in black ink that reads "James Rypkema".

James Rypkema
Program Manager, Storm Water and Wetlands

Enclosure: 401 Certificate of Reasonable Assurance

cc: (with encl.)

Amy Tippery, USACE, Anchorage
Jill Baxter-McIntosh, DOT&PF

Jack Winter, ADF&G/Habitat, Anchorage
Fairbanks USFWS Field Office
Matt LaCroix, EPA, AK Operations

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CERTIFICATE OF REASONABLE ASSURANCE

In accordance with Section 401 of the Federal Clean Water Act (CWA) and the Alaska Water Quality Standards (18 AAC 70), a Certificate of Reasonable Assurance, is issued to the Department of Transportation and Public Facilities (Attn: Mr. Brett Nelson) at 2301 Peger Road, Fairbanks, Alaska 99709-5316. for placement of dredged and/or fill material in waters of the U.S. including wetlands and streams in association with the development of the reconstruction of the Richardson Highway between mileposts 159-167 near Paxson, Alaska.

The purpose of the proposed project is to improve safety on this stretch of highway. The proposed project consists of reconstructing a two-lane roadway, widening lanes to 12-foot with six-foot shoulders, and re-contouring and decreasing slopes to bring sharp horizontal and vertical curves and steep grades into current specifications. Proposed impacts include the permanent fill of 57.27 acres of waters of the U.S. located within the Haggard Creek channel and the project corridor. Approximately 400,000 cubic yards of permanent fill in waters of the U.S. will be placed as a result of the construction of stabilization berms, slope flattening, and channel work within Haggard Creek including construction of a new bridge and riprap for bridge abutments and culvert replacement. Approximately 14.12 acres of temporary fill may occur in a 10-foot wide active work area due to mechanized clearing and vehicle maneuvering.

A state issued water quality certification is required under Section 401 because the proposed activity will be authorized by a U.S. Army Corps of Engineers permit (POA-2019-82) and a discharge of pollutants to waters of the U.S. located in the State of Alaska may result from the proposed activity. Public notice of the application for this certification was given as required by 18 AAC 15.180 in the Corps Public Notice POA-2019-82 posted from March 19 to April 17, 2019.

The proposed activity is located within Section 5 and 6, T. 10 N., R. 1 W., Seward Meridian; the project begins at: 62.67423 N., -145.4699 W. near Glennallen, Alaska, and ends at 62.77906 N., -145.4683 W., in Paxson, Alaska.

The Department of Environmental Conservation (DEC) reviewed the application and certifies that there is reasonable assurance that the proposed activity, as well as any discharge which may result, will comply with applicable provisions of Section 401 of the CWA and the Alaska Water Quality Standards, 18 AAC 70, provided that the following additional measures are adhered to.

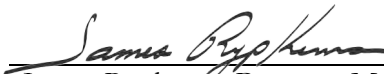
1. Reasonable precautions and controls must be used to prevent incidental and accidental discharge of petroleum products or other hazardous substances. Fuel storage and handling activities for equipment must be sited and conducted so there is no petroleum contamination of the ground, subsurface, or surface waterbodies.
2. During construction, spill response equipment and supplies such as sorbent pads shall be available and used immediately to contain and cleanup oil, fuel, hydraulic fluid, antifreeze, or other pollutant spills. Any spill amount must be reported in accordance with Discharge Notification and Reporting Requirements (AS 46.03.755 and 18 AAC 75 Article 3). The applicant must contact by telephone the DEC Area Response Team for Northern Alaska at (907) 451-2121 during work hours or 1-800-478-9300 after hours. Also, the applicant must contact by telephone the National Response Center at 1-800-424-8802.

3. Runoff discharged to surface water (including wetlands) from a construction site disturbing one or more acres must be covered under Alaska's General Permit for Storm Water Discharges from Large and Small Construction Activities in Alaska (AKR100000). This permit requires a Storm Water Pollution Prevention Plan (SWPPP). For projects that disturb more than five acres, this SWPPP must also be submitted to DEC (William Ashton, 907-269-6283) prior to construction.
4. During the work on the culverts and bridges, construction equipment shall not be operated below the ordinary high water mark if equipment is leaking fuel, oil, hydraulic fluid, or any other hazardous material. Equipment shall be inspected and recorded in a log on a daily basis for leaks. If leaks are found, the equipment shall not be used and pulled from service until the leak is repaired.
5. All work areas, material access routes, and surrounding wetlands involved in the construction project shall be clearly delineated and marked in such a way that equipment operators do not operate outside of the marked areas.
6. Natural drainage patterns shall be maintained, to the extent practicable, without introducing ponding or drying.
7. Excavated or fill material, including overburden, shall be placed so that it is stable, meaning after placement the material does not show signs of excessive erosion. Indicators of excess erosion include: gullyng, head cutting, caving, block slippage, material sloughing, etc. The material must be contained with siltation best management practices (BMPs) to preclude reentry into any waters of the U.S., which includes wetlands.
8. Include the following BMPs to handle storm water and total storm water volume discharges as they apply to the site:
 - a. Divert storm water from off-site around the site so that it does not flow onto the project site and cause erosion of exposed soils;
 - b. Slow down or contain storm water that may collect and concentrate within a site and cause erosion of exposed soils;
 - c. Place velocity dissipation devices (e.g., check dams, sediment traps, or riprap) along the length of any conveyance channel to provide a non-erosive flow velocity. Also place velocity dissipation devices where discharges from the conveyance channel or structure join a water course to prevent erosion and to protect the channel embankment, outlet, adjacent stream bank slopes, and downstream waters.
9. Prior to fill placement in the spring or summer, a silt fence or similar structure shall be installed on a line parallel to and within five feet of the proposed fill toe of slope within all wetland areas that contain standing water that is connected to any natural body of water or where the fill toe is within 25 feet of such a water body. This structure shall remain in place until the fill has been stabilized or contained in another manner.
10. The permittee must stabilize any dredged material (temporarily or permanently) stored on upland property to prevent erosion and subsequent sedimentation into jurisdictional waters of the United States. The material must be contained with siltation control measures to preclude reentry into any waters of the U.S., including wetlands.

11. Fill material (including dredge material) must be clean sand, gravel or rock, free from petroleum products and toxic contaminants in toxic amounts.
12. Any disturbed ground and exposed soil not covered with fill must be stabilized and re-vegetated with endemic species, grasses, or other suitable vegetation in an appropriate manner to minimize erosion and sedimentation, so that a durable vegetative cover is established in a timely manner.

This certification expires five (5) years after the date the certification is signed. If your project is not completed by then and work under U.S. Army Corps of Engineers Permit will continue, you must submit an application for renewal of this certification no later than 30 days before the expiration date (18 AAC 15.100).

Date: April 25, 2019



James Rypken, Program Manager
Storm Water and Wetlands

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: POA-2019-00082

Permittee's Name & Address (please print or type): Alaska Department of Transportation and Public Facilities Attention: Mr. Brett Nelson 2301 Peger Road, Fairbanks, Alaska 99709

Telephone Number: (907) 451-5212

Location of the Work: Between Richardson Highway Mileposts 159 -167 beginning at 62.779° N., 145.4699° W., and ending at 62.674° N., 145.4699° W. within the Copper River Meridian

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____
TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Full Name of Permittee (printed or typed)

Date

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: ADOT&PF, Attention: Brett Nelson		File Number: POA-2019-00082	Date: 11/04/2019
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at

http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Amy Tippery, RS
Alaska District Corps of Engineers
Fairbanks Regulatory Field Office (CEPOA-RD-N-C)
2175 University Avenue, Suite 201E
Fairbanks, Alaska 99709-4927
(907) 458-1602

If you only have questions regarding the appeal process you may also contact:

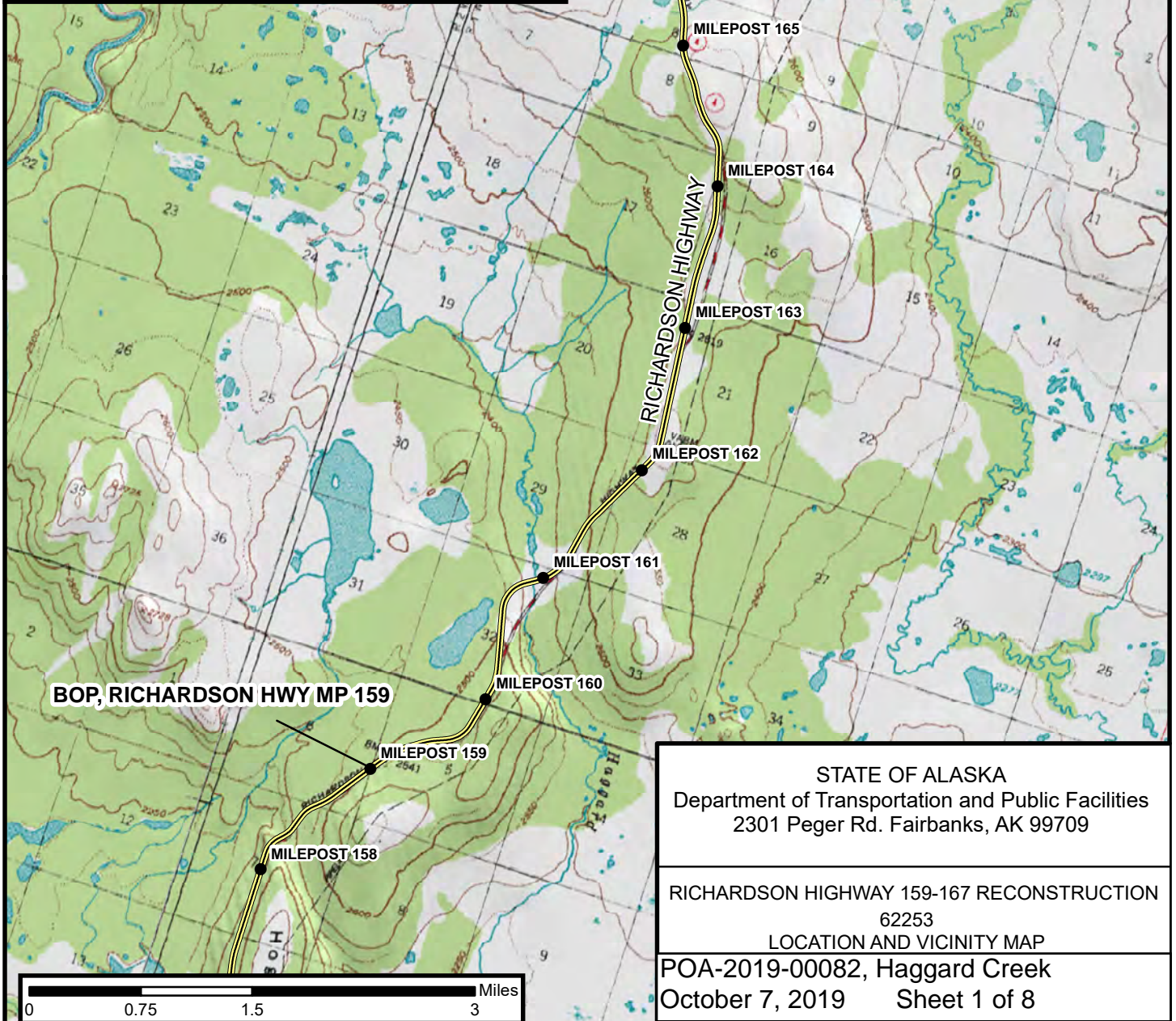
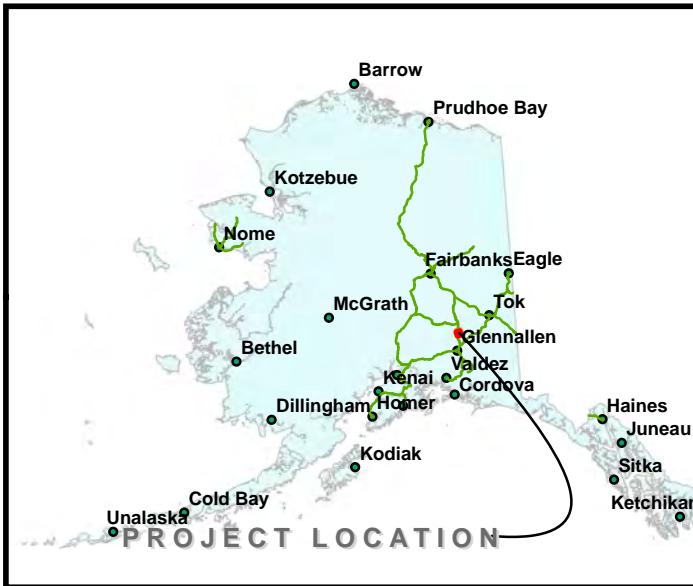
Regulatory Program Manager
U.S. Army Corps of Engineers, Pacific Ocean Division
CEPOD-PDC, Bldg 525
Fort Shafter, HI 96858-5440

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

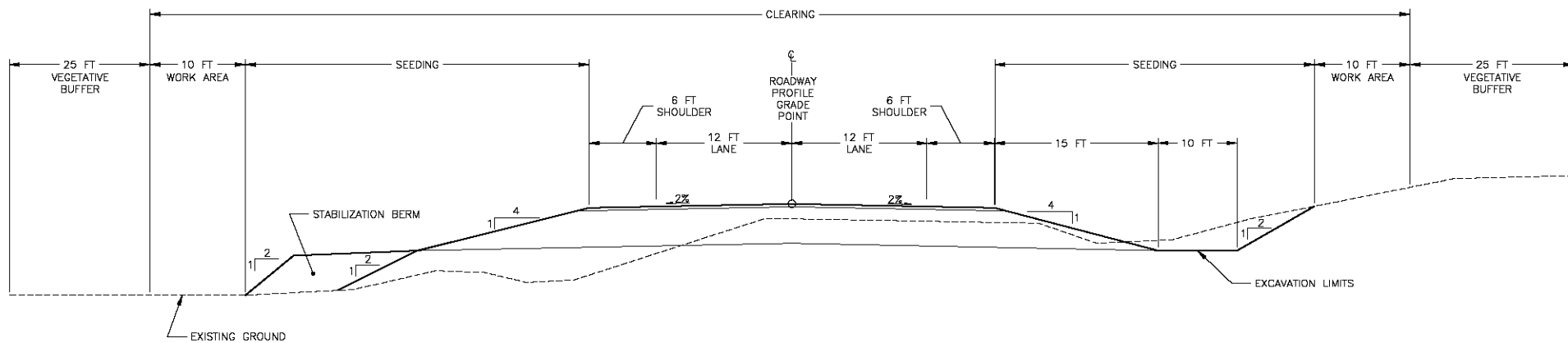
Telephone number:



STATE OF ALASKA
Department of Transportation and Public Facilities
2301 Peger Rd. Fairbanks, AK 99709

RICHARDSON HIGHWAY 159-167 RECONSTRUCTION
62253
LOCATION AND VICINITY MAP

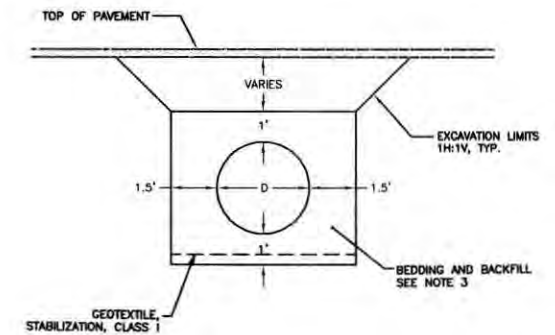
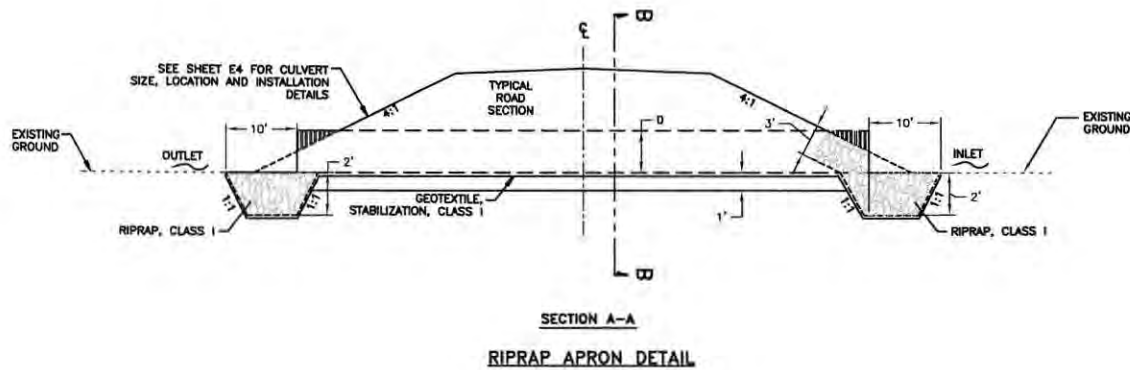
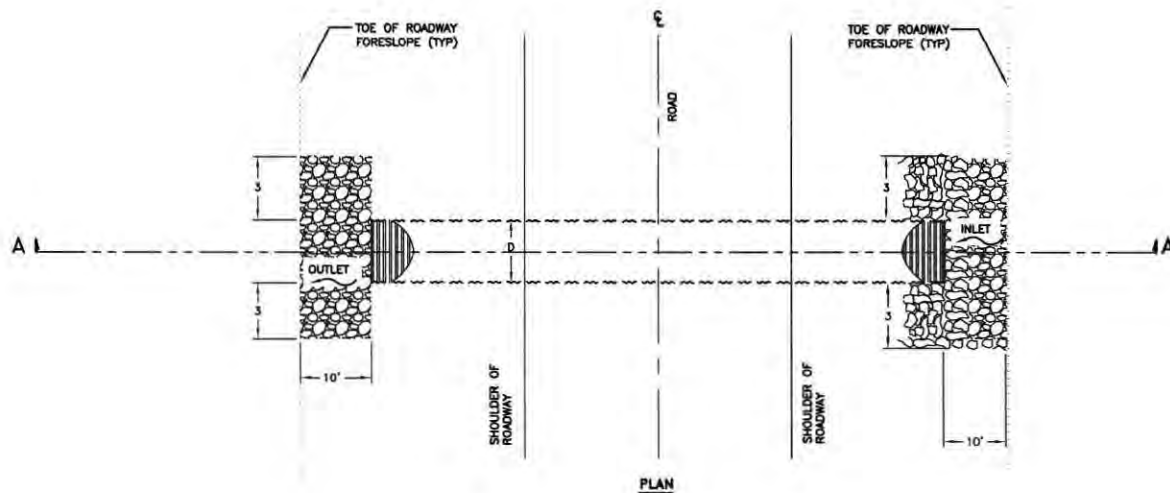
POA-2019-00082, Haggard Creek
October 7, 2019 Sheet 1 of 8



RICHARDSON HIGHWAY TYPICAL SECTION
NOT TO SCALE

<p>STATE OF ALASKA Department of Transportation and Public Facilities 2301 PEGER Rd. Fairbanks, AK 99709</p>	
<p>RICHARDSON HIGHWAY MP 159-167 RECONSTRUCTION</p>	
<p>0713013/Z622530000</p>	
<p>DATE: 11/27/2018</p>	<p>FIGURE 2</p>

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	0713013/Z622530000	2018	E5	E9



CULVERT BEDDING AND BACKFILL DETAIL

CULVERT DETAILS

POA-2019-00082
Haggard Creek
October 7, 2019
Sheet 3 of 8

PLANS DEVELOPED BY: HOR INC. 2525 C STREET, SUITE 500, ANCHORAGE ALASKA, 99503 (907)-644-2000
C:\pwworking\west01\60463514\62253_E DETAILS-Culvert Details (4 of 5) Wed, Jan/30/19 01:20pm



STATE OF ALASKA

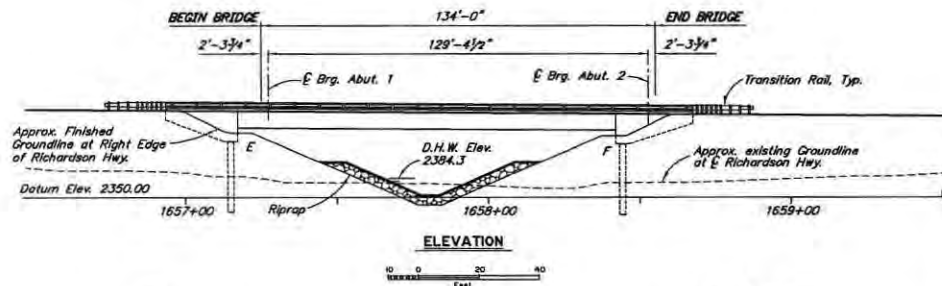
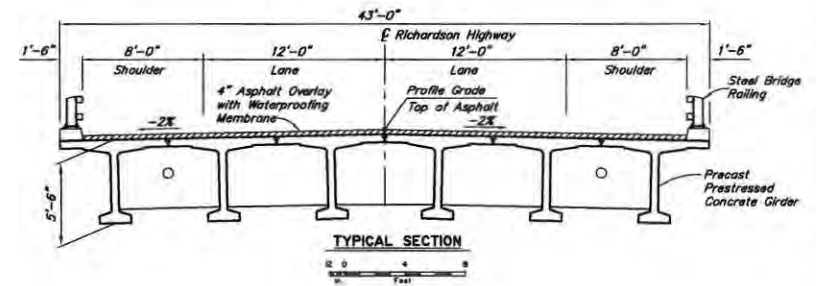
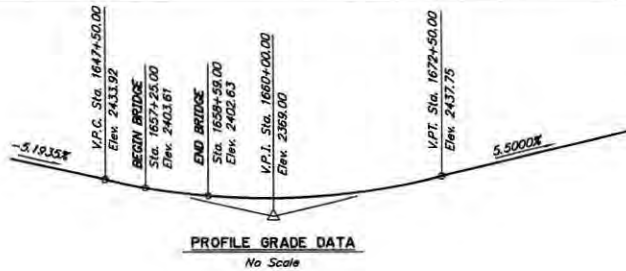
Department of Transportation and Public Facilities
2301 PEGER Rd. Fairbanks, AK 99709

RICHARDSON HIGHWAY MP 159-167 RECONSTRUCTION

POA-2019-00082, Haggard Creek

March 6, 2019 Sheet 4 of 8 (Figure 4)

STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	7622530000	2018		TUShik



ESTIMATE OF QUANTITIES

ITEM NO.	ITEM	PAY UNIT	ESTIMATING UNIT	SUBST.	SUPERST.	TOTAL QUANTITY
205.0006.0000	Structural Fill	CY	CY	1,360	---	1,360
501.0001.0000	Class A Concrete	LS	CY	139.9	139.1	279.0
501.0007.0000	Precast Concrete Member (131'-0" Decked Bulb-Tea)	EA	EA	---	6	6
503.0001.0000	Reinforcing Steel	LS	LBS	29,580	---	29,580
503.0002.0000	Epoxy-Coated Reinforcing Steel	LS	LBS	185	21,175	21,360
505.0005.0000	Furnish Structural Steel Piles (2'-0" dia. Pipe Piles)	LF	LF	1,323.0	---	1,323.0
505.0006.0000	Drive Structural Steel Piles (2'-0" dia. Pipe Piles)	EA	EA	12	---	12
507.0001.0000	Steel Bridge Railing	LF	LF	---	348.0	348.0
508.0000.0000	Waterproofing Membrane (Spray-on)	LS	SF	---	6,960	6,960
606.0016.0000	Transition Rail	EA	EA	---	4	4
611.0002.0002	Riprap, Class II	CY	CY	2000	---	2000
631.0001.0000	Geotextile, Erosion Control	SY	SY	2000	---	2000

Item numbers are for reference only. Quantities shown are not necessarily the pay quantities nor the total quantity of the particular item.

BRIDGE DRAWING INDEX

TITLE	DWG. NO.
GENERAL LAYOUT	1
SITE PLAN	2
RIPRAP LAYOUT	3
RIPRAP DETAILS	4
ABUTMENT 1	5
ABUTMENT 2	6
ABUTMENT DETAILS	7
WINGWALLS	8
FRAMING PLAN AND TYPICAL SECTION	9
GIRDERS	10
GIRDER DETAILS	11
APPROACH SLABS	12
STEEL BRIDGE RAILING	13
TEST BORING LOGS AND LOCATIONS	14-

① Approximate location of Bridge Number Plate.

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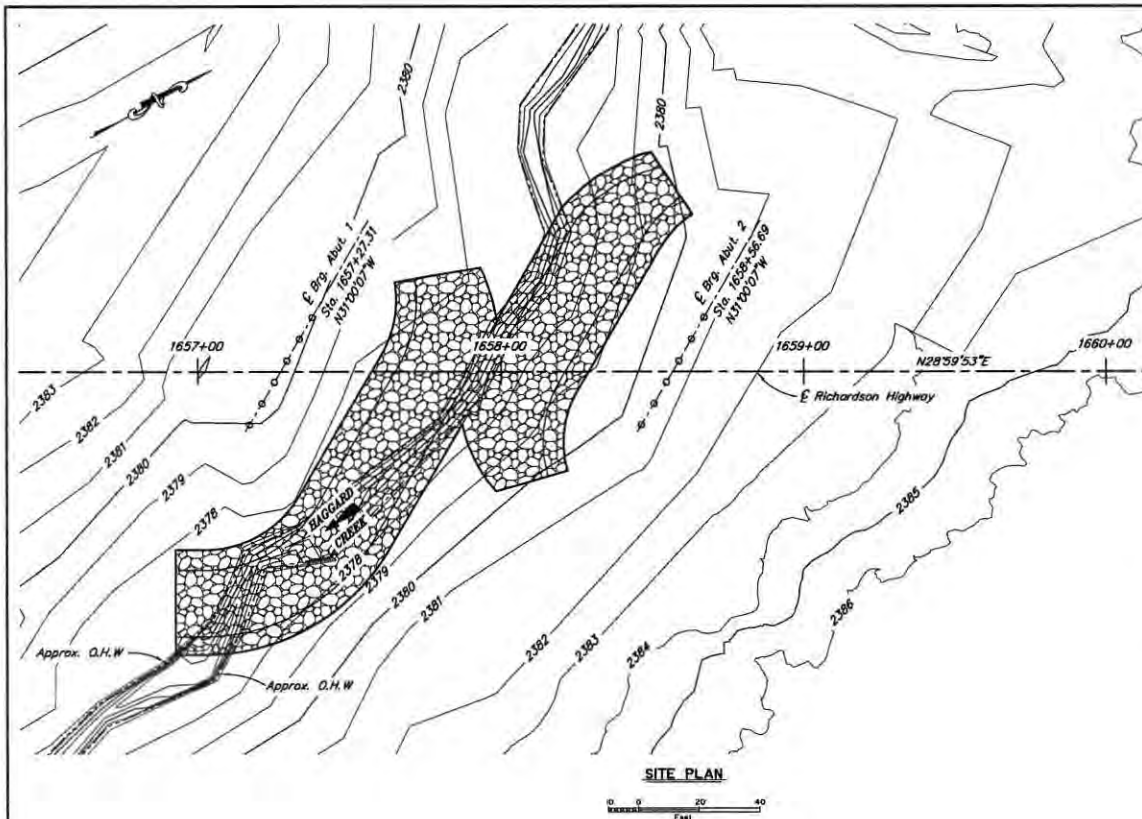
DESIGNED BY: Elmer E Marx	CHECKED: Andrew Biale	LAYOUT BY: Elmer E Marx	CHECKED BY: Andrew Biale
DRAWN BY: Sam Saults	CHECKED: Elmer E Marx	SPECIFICATIONS BY: Elmer E Marx	P S & E COMPARED: Andrew Biale
QUANTITIES BY: Elmer E Marx	CHECKED: Andrew Biale	APPROVAL RECOMMENDED BY: Rich Pratt	

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
BRIDGE SECTION
3132 Channel Drive
Juneau, Alaska 99801
907-485-2976

HAGGARD CREEK BRIDGE
RICHARDSON HIGHWAY
GENERAL LAYOUT

POA-2019-00082
Haggard Creek
October 7, 2019
Sheet 5 of 8

\\scc\apps\311\311-SITE PLAN.rvt, 04/19/18 08:18am



STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	2622530000	2018		TUShits

GENERAL NOTES

DESIGN:..... AASHTO LRFD Bridge Design Specifications, 2017 Edition, with latest interim specifications.

Seismic design per AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2011 with latest interim revisions.

LIVE LOAD:..... HL-93

DEAD LOAD:..... Includes 50 psf for all wearing surfaces.

SEISMIC PARAMETERS:.....
PGA = 0.20
S_s = 0.45
S₁ = 0.22
Site Class = D
Liquefaction Potential = High
AASHTO 7% probability of exceedance in 75 years.

REINFORCEMENT:..... ASTM A706, Grade 60, F_y = 60,000 psi
ASTM A970 Headed bars, Class HA.
Space reinforcement evenly unless otherwise noted.

PRESTRESSED CONCRETE:..... See "GIRDERS" Dwg.

CONCRETE:..... Class A Concrete unless otherwise noted, f_c = 4000 psi

STRUCTURAL STEEL:..... ASTM A709, Grade 36T3, F_y = 36,000 psi
Galvanize structural steel in accordance with AASHTO M111 unless noted otherwise.

STRUCTURAL STEEL PILING:..... API 5L X52 PSL2, F_y = 52,000 psi. or
ASTM A709 GR50T3, F_y = 50,000 psi.
Open Ended Pile Tip reinforcing is required.

PILE DATA TABLE

LOCATION	PILE TYPE	DRIVING CRITERIA			DESIGN DATA		
		MINIMUM PENETRATION (ft)	ESTIMATED PILE TIP ELEVATION (ft)	DRIVING RESISTANCE (k)	STRENGTH I FACTORED LOAD (k)	NOMINAL RESISTANCE (k)	RESISTANCE FACTOR, φ
Abutment 1	2'-0"x1/2" Pipe	75	2294	1495	890	1370	0.65
Abutment 2	2'-0"x1/2" Pipe	100	2270	1495	890	1370	0.65

Prebore to within 5 feet of minimum penetration.

ABBREVIATIONS:

E	= centerline	f _c	= specified concrete compressive strength
pl	= plate	F _y	= yield stress
and	= and	Galv.	= galvanize
at	= at	Hwy.	= highway
dia.	= diameter	ksf	= 1000 pounds per square foot
±	= approximate	lb	= pound
AASHTO	= American Association of State Highway and Transportation Officials	LF	= linear foot
ASTM	= American Society for Testing and Materials	LS	= lump sum
Abut.	= abutment	Lt.	= left
Approx.	= approximate	max.	= maximum
b.f.	= back/dirt face	min.	= minimum
bot.	= bottom	n.f.	= near face
br.	= bridge	No.	= number
btwn.	= between	O.C.	= on center
Brp.	= bearings	O.H.W.	= ordinary high water
C.I.P.	= cast in place	pcf	= pounds per cubic foot
CJP	= complete joint penetration	psf	= pounds per square foot
Clr.	= clear, clearance	psi	= pounds per square inch
CY	= cubic yard	V.P.C.	= point of vertical curve
dia.	= diameter	V.P.I.	= point of vertical intersection
Dwg.	= drawing	V.P.T.	= point of vertical tangent
E	= expansion	R.O.W.	= right of way
(E)	= existing	RL	= right
EA	= each	Rd.	= road
Elev.	= elevation	spc.	= space, spaces
e.f.	= each face	Sta.	= station
e.w.	= each way	SF	= square feet
F	= fixed	Symm.	= symmetric
f.f.	= front/air face	Typ.	= typical
		UT	= ultrasonic testing
		w/	= with

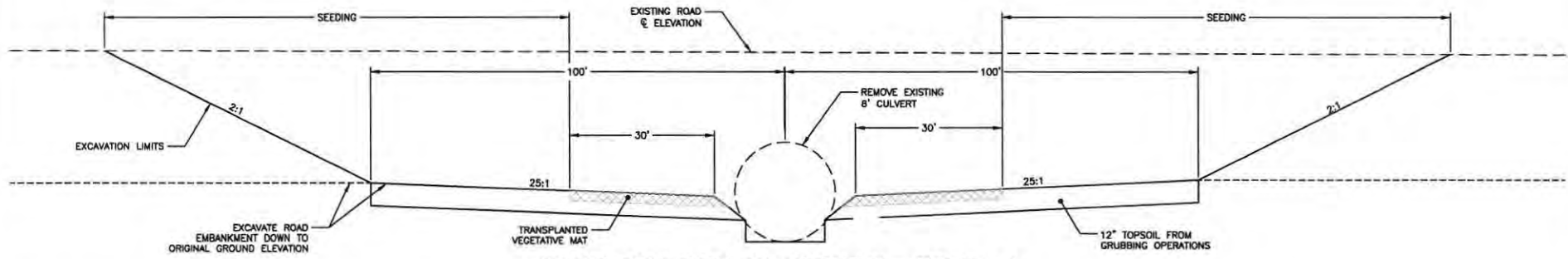
DESIGNED BY: Elmer E Marx	CHECKED: Andrew Wale	FOUNDATIONS REVIEWED BY: Dave Hunsford
DRAWN BY: Jim Sells	CHECKED: Elmer E Marx	
QUANTITIES BY: Elmer E Marx	CHECKED: Andrew Wale	

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
BRIDGE SECTION
3132 Channel Drive
Juneau, Alaska 99801
907-465-2975

HAGGARD CREEK BRIDGE
RICHARDSON HIGHWAY
SITE PLAN

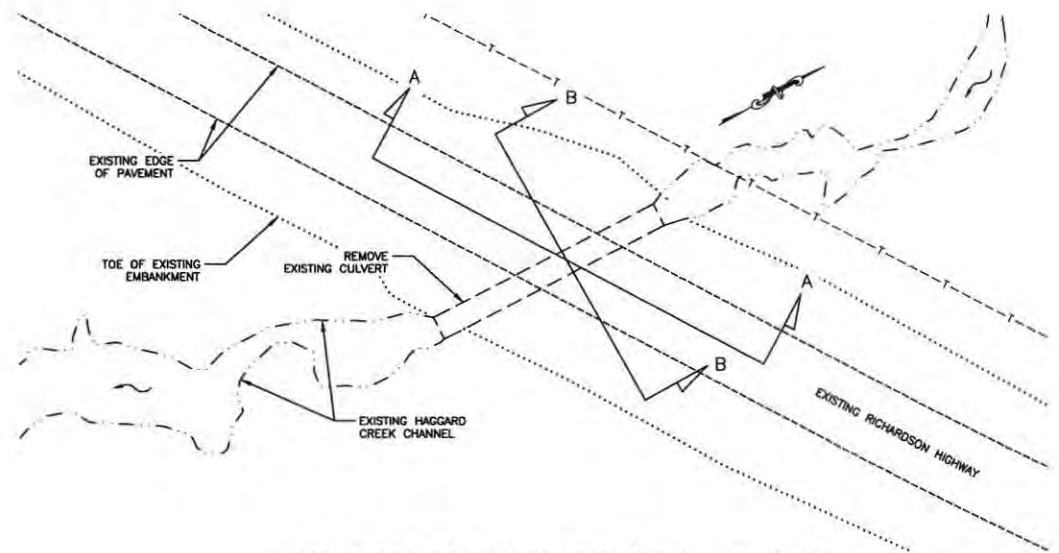
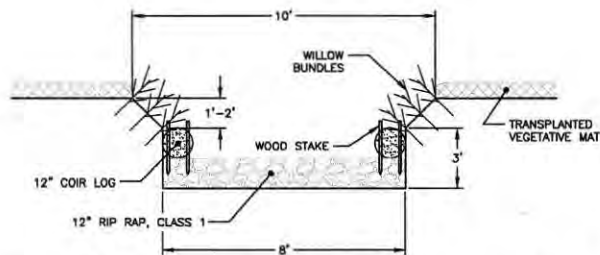
POA-2019-00082
Haggard Creek
October 7, 2019
Sheet 6 of 8

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	0713013/7622530000	2018		



STREAM BED RESTORATION NOTES:

1. FILL VOIDS IN RIP RAP WITH GRAVEL, WHICH SHALL CONSIST OF MINUS 3 INCH WELL GRADED MATERIAL. ALL GRAVEL WORK AND MATERIAL IS SUBSIDIARY TO PAY ITEM 611(1A).
2. AT BEGINNING AND ENDING OF STREAM BED RESTORATION, KEY COIR LOGS FIRMLY INTO BANK BY TRENCHING AND STAKING.
3. SALVAGE AND TRANSPLANT THE RIPARIAN ZONE VEGETATIVE MAT THAT WILL BE COVERED BY THE NEW ROAD ALIGNMENT AT HAGGARD CREEK BEFORE CONSTRUCTION OF THE NEW ROADWAY. THIS WORK WILL BE PAID FOR UNDER 621 PAY ITEMS.
4. TRANSPLANT VEGETATIVE MAT AND ALLOW TO OVERHANG TOP OF WILLOW BUNDLES.
5. ANCHOR COIR LOGS WITH WOOD STAKES 1.5" X 1.5" X 2' SPACED EVERY 3 FEET.

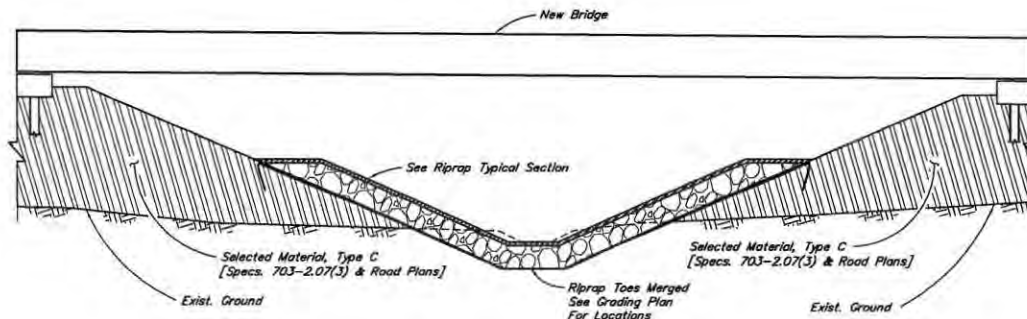


HAGGARD CREEK STREAM BED RESTORATION - PLAN VIEW
NOT TO SCALE

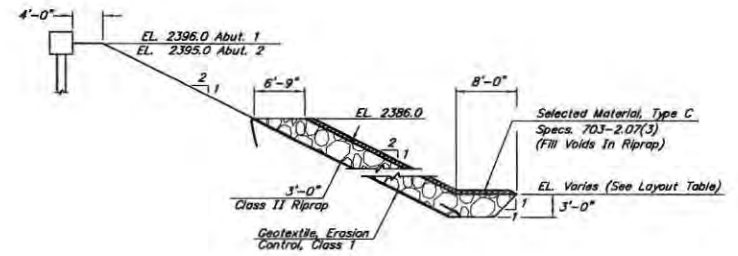
HAGGARD CREEK
RESTORATION

POA-2019-00082
Haggard Creek
March 6, 2019
October 7, 2019
Sheet 7 of 8

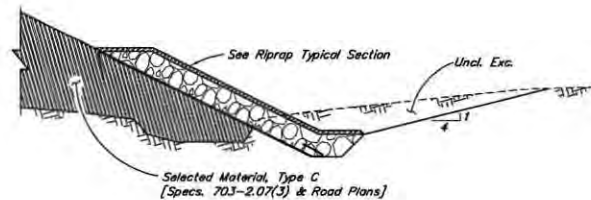
STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	2822530000	2018		



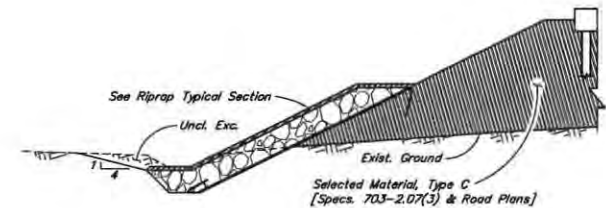
RIPRAP SECTION A-A
No Scale



RIPRAP TYPICAL SECTION
No Scale



RIPRAP SECTION B-B
No Scale



RIPRAP SECTION C-C
No Scale

DESIGNED BY: Michael Krapp	CHECKED:
DRAWN BY: Sam Sells	CHECKED: Michael Krapp
QUANTITIES BY: Michael Krapp	CHECKED:

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
BRIDGE SECTION
3132 Channel Drive
Juneau, Alaska 99801
907-465-2975

HAGGARD CREEK BRIDGE
RICHARDSON HIGHWAY
RIPRAP DETAILS

POA-2019-00082
Haggard Creek
October 7, 2019
Sheet 8 of 8

COMPENSATORY MITIGATION PLAN

1. OBJECTIVES

A description of the resource type(s) and amount(s) that will be provided, the method of compensation (i.e., restoration, establishment, enhancement, and/or preservation), and the manner in which the resource functions of the compensatory mitigation project will address the needs of the watershed, ecoregion, physiographic province, or other geographic area of interest.

The purpose of this section is to provide a compensatory mitigation plan for the unavoidable impacts to approximately 57.27 acres of wetlands and waters of the United States (U.S.) associated with improvements to the Richardson Highway between MP 159-167.

To compensate for the unavoidable impacts, DOT&PF, proposes to perform permittee-responsible mitigation (PRM) by the following:

- Removing an existing fish passage culvert.
- Installing a new bridge
- Restoring the stream bed by re-establishing the natural channel at Haggard Creek located approximately at MP 161.
- Revegetating the stream bank as listed on page 5

Removal of the fish passage culvert and installation of a new bridge would result in substantial wetlands functional uplift through improved riparian connectivity and stream hydraulics, enhanced fish habitat, native fish movement, and restored wetland functions associated with better water movement between both sides of the Richardson Highway.

All PRM will be completed within the Middle Copper River Watershed where the impacts from this project occurs.

2. SITE SELECTION CRITERIA

A description of the factors considered during the site selection process. This should include consideration of watershed needs, on-site alternatives where applicable, and the practicability of accomplishing ecologically self-sustaining aquatic resource restoration, establishment, enhancement, and/or preservation at the compensatory mitigation project site. (See §332.3(d).)

The factors considered during the mitigation site selection process included whether the mitigation site was:

- Within the Middle Copper River Watershed and near the Richardson Highway MP 159-167 Reconstruction Project area
- Acceptable to other resource agencies, particularly Alaska Department of Fish and Game (ADF&G)
- Exhibited the potential to enhance the movement of resident fish through Haggard Creek and to enable fish to transit to upstream wetland areas

3. SITE PROTECTION INSTRUMENT

A description of the legal arrangements and instrument, including site ownership, that will be used to ensure the long-term protection of the compensatory mitigation project site (see §332.7(a)).

The project will be managed and implemented by DOT&PF. The mitigation project will take place on State-owned land. No transfer of site ownership or protection through real estate or other legal instruments is needed or proposed.

Although the DOT&PF will not put conservation easements on the areas, no future DOT&PF development is planned in the PRM areas. If future development were proposed, a new USACE 404 permit will be required with additional compensatory mitigation, thus creating a no net loss of wetlands at this location.

4. BASELINE INFORMATION

A description of the ecological characteristics of the proposed compensatory mitigation project site and, in the case of an application for a DA permit, the impact site. This may include descriptions of historic and existing plant communities, historic and existing hydrology, soil conditions, a map showing the locations of the impact and mitigation site(s) or the geographic coordinates for those site(s), and other site characteristics appropriate to the type of resource proposed as compensation. The baseline information should also include a delineation of waters of the United States on the proposed compensatory mitigation project site.

Project Site

DOWL Engineers conducted wetland determinations and digital mapping of the project area (2006). All wetlands were mapped and coded based on the National Wetland Inventory (NWI) classification.

Wetlands were grouped into wetland classes by Cowardin classification and incorporating physiography and Viereck et al. (1992) Level IV vegetation class. A functional assessment was performed for each class by evaluating the hydrologic, water quality, ecologic, and sociologic functions of each using a descriptive approach to wetland function and value assessment developed by USACE (2015).

The project area is within the Richardson Highway corridor, and many wetlands in the area have experienced some degree of disturbance, ranging from mild (fugitive dust) to moderate (clearing or erosion). Most still generally provide watershed protection and wildlife habitat functions. No wetlands were considered rare or unique because they did not support federally listed threatened or endangered species or serve as valuable wildlife habitat, and did not have any irreplaceable ecological attributes. Specific details regarding the wetlands are summarized below.

The portion of the Richardson Highway to be improved under this project lies within the Copper River Plateau, with the Gakona River running north to south, approximately 7 miles east of the highway and the Gulkana River running north to south, approximately 5 miles west of the

highway. Along the project area, four Cowardin classes exist, with approximately 55% of the project area consisting of waters and wetlands (DOWL 2006). The most dominant wetland habitat found in the project area is mixed Saturated Palustrine Forested Needle-Leaved Evergreen and Scrub-Shrub Broad Leaved Deciduous, followed by mixed Temporarily Flooded Palustrine Scrub-Shrub Broad-Leaved Deciduous and Needle-Leaved Evergreen. The Copper River Plateau rivers, creeks and lakes are a main source of food and water for the area's resident wildlife and riparian vegetation.

The landscape is dominated by forest and shrub vegetation within the project corridor. Common plant species includes: black spruce (*Picea mariana*), paper birch (*Betula papyrifera*), American green alder (*Alnus crispa*), willow (*Salix* spp.), bluejoint reedgrass (*Calamagrostis canadensis*) and tussock cottongrass (*Eriophorum vaginatum*).

Area rivers, creeks, and lakes support lake trout (*Salvelinus namaycush*), rainbow trout (*Oncorhynchus mykiss*), grayling (*Thymallus thymallus*), northern pike (*Esox lucius*), and whitefish (*Coregonus princeps*) (DOWL 2006).

Wildlife habitat in the area supports a variety of bird and mammal species. The Common Raven (*Corvus corax*), gray jays (*Perisoreus canadensis*), boreal chickadees (*Parus hudsonicus*), black-capped chickadees (*Parus atricapillus*), and redpolls (*Carduelis flammea*) are the most common wintering species. Dominant mammal species are black bear (*Ursus americanus*), moose (*Alces alces*), caribou (*Rangifer tarandus*), wolf (*Canis lupus*) and various furbearers and rodents.

Proposed Mitigation Site

The PRM site is located along the Richardson Highway at approximate MP 161. See Figure 3 for a vicinity map showing the mitigation area. The dominant wetland type identified in the area is PF04/SS1B (Palustrine Forested Needle-Leaved Evergreen/Scrub-Shrub Broad-Leaved Deciduous, Saturated) typified by Black Spruce Woodland vegetation and poorly drained soils with 20+ inches of saturated vegetative mat. Permanently Flooded Riverine Open Water (ROWH) also dominates the area.

According to DOWL (2006), the function and value of wetlands in the compensatory mitigation site are for wildlife habitat, sediment retention, recreation and visual quality (see Table 1). Using the information provided in that report, DOT&PF classified these wetlands as functional Category III. They are common across Alaska, support similar habitats and are generally moderate to low functioning. The existing wetlands in the mitigation area do not provide suitable function for characteristics qualifying them as rare or unique such as groundwater recharge, habitat for T&E species, etc. The fish passage culvert at Haggard Creek, though in good condition with minimal corrosion or debris accumulation, restricts water flow through adjacent wetlands and fish passage up or downstream. Wetland connectivity and fish passage is diminished in these areas, effectively creating isolated habitats that are less equipped to withstand environmental disruption.

Table 1. Wetland Acreage Impacts from the Proposed Project

Project Work	NWI Code	Acres Impacted	Vegetation Classification	Category	Function(s)	Value
Roadway Embankment Flattening	PFO4/SS1B	38.14	Black Spruce Woodland	III	Wildlife habitat Sediment retention	Recreation Visual Quality
	PSS1/4A	14.81	Black Spruce Dwarf Tree Scrub Open Low Shrub Birch	III	Wildlife habitat Sediment retention	Recreation Visual Quality
	PSS1B	4.14	Black Spruce Woodland	III	Wildlife habitat Sediment retention	Recreation Visual Quality
	ROWH	0.18	Open Water	III	N/A	N/A
Total		57.27				

5. DETERMINATION OF CREDITS

A description of the number of credits to be provided, including a brief explanation of the rationale for this determination. (See §332.3(f).) (i) For permittee-responsible mitigation, this should include an explanation of how the compensatory mitigation project will provide the required compensation for unavoidable impacts to aquatic resources resulting from the permitted activity.

This PRM will provide compensation for unavoidable impacts to 57.27 acres of aquatic resources resulting from the permitted activity by conveying functional lift to wetlands through the removal of the fish passage culvert and rehabilitation of the channel to a more natural flowing channel with restored hydrologic and floodplain values at Haggard Creek.

Table 2. Estimated Wetland Functional Uplift from Proposed Compensatory Mitigation

Proposed Compensatory Mitigation	NWI Code	Current Acres	Current Function/Value	Current Category	Forecasted Acres	Forecasted Function/Value	Forecasted Category
Remove fish passage culvert and restore the streambank and streambed at Haggard Creek	PFO4/SS1B	2.41	Wildlife habitat and Sediment Retention / Recreation and Visual Quality	III	0.14	Habitat corridor connectivity, Improved nutrient transport, Improved sediment retention, Uplift in visual quality and Recreation potential	III
	ROWH	0.18	N/A	III	0.02	Anadromous use and natural reintroduction	V

The project causes the permanent loss of 14.81 acres of PSS1/4A wetlands with a functional value of Category III and 38.14 acres of PFO4/SS1B wetlands with a functional value of Category III. To compensate for this loss, the PRM project proposes to restore 80 linear feet of Haggard Creek, a culverted ROWH jurisdictional water body with a functional value of Category III to 100 linear feet of natural free-flowing ROWH channel with a functional value of Category V; and to create 0.14 acres of adjacent riparian PSS1B wetlands with functional value of Category III. The overall loss of 57.27 acres of Category III wetlands would be compensated for with the creation of 0.14 acres of Category III and 872 square feet (0.02 acres) of Category V wetlands and waterbodies.

The area of ecological uplift created by the culvert removal, streambed restoration, and installation of a new bridge is significant. The PRM will provide compensation for unavoidable impacts stemming from the repair and upgrade of the Richardson Highway. Through PRM, DOT&PF will improve the natural functions of Haggard Creek and surrounding aquatic resources. Wetland connectivity and stream hydraulics would be enhanced and water quality would be improved. This will create habitats of a greater function and value than the acres that will be lost by improving connectivity to upstream wetlands through habitat corridor connectivity improvements, improving the hydroperiod for off-site wetlands, improving nutrient transport for downstream wetlands, and uplifting aesthetic and recreation potential.

The surrounding wetlands sediment retention and shoreline stabilization functions will be enhanced through the planting of willow bundles along the stream bank and the native vegetative mat on the flattened slopes of the old alignment. The wetlands ability to prevent adverse effects of excess nutrients (flow from the road) will also be enhanced with the restoration of the stream bank. The native vegetative mat functions as a better nutrient and sediment trap than the existing rip rap around the culvert.

Restoration of the natural stream bed and stream bank will enhance the fish and wildlife habitat functions of Haggard Creek and the surrounding wetlands. The addition of 12-inches of rock substrate to the stream bed, planting of willow bundles to promote growth of overhanging shrubs, and planting of the native vegetative mat to provide an avenue to introduce carbon to the system will all contribute to the improvement of spawning conditions and promote the natural reintroduction of resident fish species. These actions will also increase potential for anadromous use.

6. MITIGATION WORK PLAN

Detailed written specifications and work descriptions for the compensatory mitigation project, including, but not limited to, the geographic boundaries of the project; construction methods, timing, and sequence; source(s) of water, including connections to existing waters and uplands; methods for establishing the desired plant community; plans to control invasive plant species; the proposed grading plan, including elevations and slopes of the substrate; soil management; and erosion control measures. For stream compensatory mitigation projects, the mitigation work plan may also include other relevant information, such as planform geometry, channel form (e.g., typical channel cross-sections), watershed size, design discharge, and riparian area plantings.

A new single-span, 134-ft pre-stressed concrete girder bridge will be constructed on a new Richardson Highway road alignment approximately 300-ft east of the existing culvert (Figure 3). Before construction of the re-aligned road, the existing riparian zone vegetative mat will be harvested at Haggard Creek in the area that will be covered by the new road alignment. The harvested vegetative mat will be stored locally, watered and maintained so the vegetation survives until transplanted to restore the stream bank at the removed fish passage culvert.

After completion of the new bridge and road alignment the existing fish passage culvert will be removed, surrounding road embankment fill will be excavated to original ground elevation and the stream bed and bank will be restored to their natural conditions (Figure 3 & 4) using the transplanted vegetative mat, willow bundles and coir logs. Twelve inches of rock substrate (a mixture of Class I riprap and gravels) will be placed on the stream bed to minimize erosion. BMPs will be utilized during construction to minimize impacts to surrounding areas. Stream bed restoration will provide hydrological uplift through the enhancement of nutrient retention, remediation of sediment transportation, provide channel stability, and feed the banks in the downstream floodplain.

This work plan has been coordinated with the ADF&G, Division of Habitat during application for fish habitat permits to authorize in-water work for construction of a new bridge at Haggard Creek to replace a fish-passage culvert and for the restoration of the stream bed where the culvert will be removed. These permits were issued January 25, 2019.

Practicable measures to minimize the introduction or spread of invasive species will be implemented. These measures include avoiding the use of listed noxious species seed mix for erosion control purposes, sequencing construction and restoration activities to minimize disturbed areas, implementing timely seeding of disturbed areas with non-invasive species providing adequate cover, and the implementation of control methods as outlined in the DOT&PF Integrated Vegetation Management Plan (IVMP).

Project Schedule

The DOT&PF will perform mitigation work concurrently with the Richardson Highway MP 159-167 Reconstruction Project. Construction is expected to be completed in three full seasons, May 2020 through October 2022. Restoration work is expected to be completed by the end of October 2022.

7. MAINTENANCE PLAN

A description and schedule of maintenance requirements to ensure the continued viability of the resource once initial construction is completed.

The mitigation work is being offered as a one-time effort to restore areas of wetlands and reestablish the natural stream bed and bank of Haggard Creek and alleviate decades of limited

upstream fish passage and habitat that was lost from the placement of the culvert at Haggard Creek during earlier Richardson Highway construction activities.

The harvested vegetative mat will be stored locally, watered and maintained so the vegetation survives until transplanted to restore the stream bank at the removed fish passage culvert.

The establishment period extends one complete growing season following acceptable planting. Trees and plantings will be maintained by the contractor by all means necessary to preserve them in a healthy and vigorous condition to ensure successful establishment, including frequent watering and application of appropriate erosion control measures stipulated in the Storm Water Pollution Prevention Plan (SWPPP) and Erosion Sediment Control Plan (ESCP).

The contractor will be required to deep water the staking willows and vegetative mat at least twice a week during the first 45 days after planting. The deep watering schedule following the first 45 days after planting is to continue for the remainder of the first growing season, ending September 30 of the same year as the planting, through the maintenance period ending September 30 of the second growing season as follows:

1. Once a week in May, June, and July,
2. Once between August 10 and August 20,
3. And Once during the last week in September.

The contractor may be directed to deep water past September 30 or provide supplemental waterings any time during the life of the project when weather conditions are excessively warm or dry as directed by the project engineer.

8. PERFORMANCE STANDARDS

Ecologically-based standards that will be used to determine whether the compensatory mitigation project is achieving its objectives. (See §332.5.)

The Haggard Creek Bridge will be designed and constructed based on current DOT&PF design standards.

Stream Bed and Bank Restoration

The DOT&PF proposed to conduct this effort based on conversations with USACE and ADF&G. Stream bank restoration design was coordinated with ADF&G and based upon standard guidelines from the Streambank Revegetation and Protection Guide (2005). The DOT&PF will provide design details and oversee the stream bed and bank restoration installation and will monitor/inspect the installed restoration throughout the next season to ensure it is stable and functioning.

The wetlands and streambank restoration effort at Haggard Creek will be considered a success if the following conditions are met within a year following approved and accepted planting:

1. >70% aerial coverage of the hydroseed and transplanted vegetative mat
2. 75-85% survivorship of willow bundles and stakes

DOT&PF does not expect to see any dispersal, disappearance or washout of gravels and cobbles in the stream channel under normal flow conditions. Based on the natural conditions of the creek channel the substrate is expected to get covered with silt and sediment over time.

9. MONITORING REQUIREMENTS

A description of parameters to be monitored in order to determine if the compensatory mitigation project is on track to meet performance standards and if adaptive management is needed. A schedule for monitoring and reporting on monitoring results to the district engineer must be included. (See §332.6.)

Upon completion of the restoration work, DOT&PF will inspect the stream bed and bank restoration for preservation of stream velocity, stream depth, and that revegetation along the restored stream bank is achieved.

The restoration work will be monitored for 1 additional year following the completion of the project to evaluate the success of the revegetation of the restored wetland areas. Monitoring will begin the first growing season following restoration work and continue until the fall of 2023. During monitoring DOT&PF will estimate vegetative cover of hydroseeded areas and the transplanted vegetative mat and overall willow bundle survivorship by sampling transects and vegetation plots. The DOT&PF will prepare a report which will include a narrative and photographs from each transect and plot to document vegetative conditions. This report will be submitted to the USACE to show compliance with their permit mitigation stipulations.

10. LONG TERM MAINTENANCE PLANS

A description of how the compensatory mitigation project will be managed after performance standards have been achieved to ensure the long-term sustainability of the resource, including long-term financing mechanisms and the party responsible for long-term management. (See §332.7(d).)

This restoration and reclamation project is being offered as a one-time project. The project includes a monitoring plan, as described in the monitoring requirements section, in an effort to ensure stream bank restoration success.

11. ADAPTIVE MANAGEMENT PLAN

A management strategy to address unforeseen changes in site conditions or other components of the compensatory mitigation project, including the party or parties responsible for implementing adaptive management measures. The adaptive management plan will guide decisions for revising compensatory mitigation plans and implementing measures to address both foreseeable and unforeseen circumstances that adversely affect compensatory mitigation success. (See §332.7(c).)

The mitigation project work plan accommodates all aspects of the PRM, and there are no anticipated barriers to the project's success. Although unlikely, unexpected detrimental events

may alter the project site. In the event that monitoring indicates that the bridge or stream bank restoration is not functioning properly or revegetation is not occurring as expected, the DOT&PF would:

- 1) Determine the reason why the project is not succeeding as expected and determine how the problem could be remedied through discussions with the USACE, project engineers, ADF&G, and other experts.
- 2) Provide the results of the abovementioned discussion findings with the USACE to determine that best path forward to ensure project success.
- 3) Work with the USACE to develop a new plan.

Adaptive management allows for the possibility for subsequent changes to a project to ensure success. It should be noted, however, that if the project is not successful because of a severe storm event or other unexpected natural event, DOT&PF would not be responsible for additional restoration activities. In addition, DOT&PF will not be responsible for any unforeseen and unreasonable human activities that might make the project fail.

12. FINANCIAL ASSURANCES

A description of financial assurances that will be provided and how they are sufficient to ensure a high level of confidence that the compensatory mitigation project will be successfully completed, in accordance with its performance standards (see §332.3(n)).

The project identified in the mitigation work plan will be managed, implemented, and funded by DOT&PF, including but not limited to project management; project planning; project design; project permitting; hiring, managing, and paying contractors; and project construction. Additionally, the mitigation sites addressed in the project are located on State-owned lands; therefore no acquisition of land or transfer of site-ownership is required.

REFERENCES

DOWL Engineers. 2006. *Preliminary Wetlands Delineation and Functional Values Assessment: Richardson Highway Milepost 159-173 Reconstruction*. Prepared for State of Alaska Department of Transportation and Public Facilities.

Muhlbert, Gay (ADF&G) and Nancy Moore (DNR). 2005. *Streambank Revegetation and Protection: A Guide for Alaska*. Original Technical Report No. 98-3, March 1998.

U.S. Army Corps of Engineers (USACE). 2015. *The Highway Methodology Workbook Supplement: Wetlands Functions and Values; A Descriptive Approach*. NADEP-360-1-30a. U.S. Army Corps of Engineers, New England District.

Viereck, L. A., C. T. Dyrness, A. R. Batten, and K. J. Wenzlick. 1992. The Alaska vegetation classification. U. S. Dept. of Agric., Forest Serv., Pacific Northwest Research Station, Portland, OR. Gen. Tech. Rep. PNW-GTR-286.



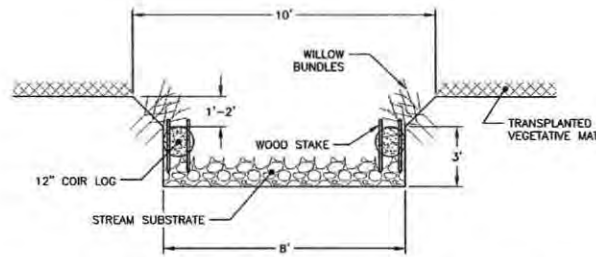


Dec 31, 2018 - 10:40am - Tab: Haggard Creek\working\west01\092441\Figures-Haggard Creek

Figure 3

1. SALVAGE AND TRANSPLANT THE RIPARIAN ZONE VEGETATIVE MAT THAT WILL BE COVERED BY THE NEW ROAD ALIGNMENT AT HAGGARD CREEK BEFORE CONSTRUCTION OF THE NEW ROADWAY. THIS WORK WILL BE PAID FOR UNDER 654 PAY ITEM.
2. TRANSPLANT VEGETATIVE MAT AND ALLOW TO OVERHANG TOP OF WILLOW BUNDLES.

3. INSTALL COIR LOGS AND ENSURE CONTACT WITH SUITABLE MINERAL SOIL, EQUIVALENT TO SELECT MATERIAL, TYPES C, ALONG THE ENTIRE LENGTH, AT NO TIME SHALL THE COIR LOGS SPAN ANY OPEN SPACE THAT MAY OCCUR BETWEEN ROCKS, LOGS, OR UNEVEN GROUND. THE TRENCH SHALL BE FREE OF MUCK; SUB-EXCAVATION OF THE STREAM BED AND SUBSEQUENT BACKFILL WITH SUITABLE MATERIAL MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER.



4. ANCHOR COIR LOGS WITH 2"x2"x36"(MIN) WOODEN STAKES AT A SPACING SHOWN IN THE DETAIL ON THIS SHEET. BIODEGRADABLE TWINE OR WIRE SHALL BE TIED FROM A NOTCH IN ONE STAKE TO A SIMILAR NOTCH IN THE STAKE DIRECTLY OPPOSITE, AND SHALL BE SECURE AGAINST THE TOP OF THE LOG. INSTALL STAKES SUCH THAT THEIR TOPS ARE FLUSH WITH THE TOP OF THE LOG.

5. TO ACHIEVE THE FULL LENGTH OF COIR LOGS REQUIRED BY THE PLANS, LACE TOGETHER THE ABUTTING ENDS OF INDIVIDUAL LOGS WITH BIODEGRADABLE TWINE BY MAKING A NUMBER OF PASSES IN THE END NETTING BETWEEN THE LOGS AND PILLING THE TWINE TAUT. WHERE A LOG DOES NOT ABUT ANOTHER LOG, THE END SHOULD BE BENT DOWNWARD AND AWAY FROM THE CHANNEL, AND BURIED IN THE EMBANKMENT TO PREVENT WATER FROM INTRUDING BEHIND THE LOG AND DISLODGING IT.
6. COIR LOG INSTALLATION IS SUBSIDIARY TO PAY ITEM 554.

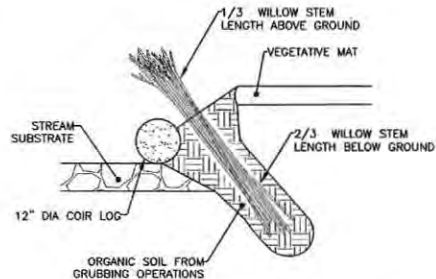


Diagram illustrating the layout of stakes for a channel. The diagram shows a cross-section of a channel with stakes driven into the soil. The stakes are labeled as follows:

- TIE DOWN STAKE PAIR (TYP)** (SEE NOTE 5): A pair of stakes used to secure the channel.
- SINGLE STAKE, CHANNEL SIDE**: A single stake driven into the soil on the channel side.

Dimensions are indicated by arrows:

- 3' TO 4' (TYP)**: The distance between the tie down stake pairs.
- 1'-6" TO 2' (TYP)**: The distance between the single stakes on the channel side.
- 6" TO (TYP)**: The distance from the tie down stake pair to the single stake on the channel side.

A small arrow at the bottom left indicates the **FLOW** direction.

EXISTING EDGE OF PAVEMENT

TOE OF EXISTING EMBANKMENT

REMOVE EXISTING CULVERT

EXISTING HAGGARD CREEK CHANNEL

EXISTING RICHARDSON HIGHWAY

HAGGARD CREEK STREAM BED RESTORATION - PLAN VIEW

NOT TO SCALE

Figure 4

APPENDIX B

MATERIALS CERTIFICATION LIST (MCL)

Unshaded boxes indicate who approves the manufacturer's certificate of compliance or materials submittals. If two boxes not shaded, either approving authority may be used.

Materials Item	Specification		Construction		Design		Regional Traffic Engineer		Statewide Materials		Manufacturer/ Remarks	Certificate Location e.g. Binder #
	2017 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer					
<u>Joint Sealer</u>												
Silicone Joint Sealant	705-2.02										See also Section 516	
<u>Curing Materials</u>												
Burlap Cloth	711-2.01											
Sheet materials	711-2.01											
Liquid Membrane-Forming Compounds	711-2.01											
502 PRESTRESSED CONCRETE STRUCTURES												
Concrete Mix Design	501-2.02											
<u>Curing Materials</u>												
Burlap Cloth	711-2.01											
Sheet materials	711-2.01											
Liquid Membrane-Forming Compounds	711-2.01											
<u>Reinforcing Steel</u>												
Deformed and Plain Billet- Steel Bars	709-2.01										ASTM A 706, Grade 60 required for all bridge reinforcing steel	
Epoxy-Coated Reinforcing Bars	709-2.01										ASTM 775	
Grout	701-2.05											
<u>Prestressing Steel and Fittings</u>												
Strand	721-2.02											
Wire	721-2.02											
Expanded Polyethylene Material	705-2.06										See also Section 516	

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See Section 106-1.05 for submittal requirements.

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	2017 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer		
503 REINFORCING STEEL										
Deformed and Plain Billet-Steel Bars	709-2.01								ASTM A 706, Grade 60 required for all bridge	
	709-2.01								Requires testing / ASTM A 970	
Headed Reinforcing Steel Bars									Mechanical and welded splices require	
Rebar Splicing	503-3.05									
Epoxy-Coated Reinforcing Bars	709-2.01								ASTM 775	
504 STEEL STRUCTURES										
Structural Steel										
Rolled Steel Plates, Shapes, Sheet Piling and Bars	716.2.02								ASTMA 709 Grade 36T3 for shear tabs	
	716.2.02									
	716.2.02									
Welded and Seamless, High Strength, Low-Alloy Tubing										
Welding Electrodes	AWS Specifications								All welding requires contractor-furnished QC	
Bolts										
High Tensile Strength Bolts, Nuts and Washers	716-2.03								ASTM F 3125 Grade A325 for most high strength bolts	
	716-2.05									
	716-2.06									
Machine Bolts										
Steel Pipe										
Galvanized Metal	716-2.07								AASHTO M 111 and AASHTO M 232	
505 PILING										
Structural Steel Piles	715-2.02								API 5L PSL2 X52 or ASTM A 709 Grade 50T3 with API 2B or the spiral weld provisions for pipe piles	
	715-2.02								ASTM A 27 Grade 65-35 or ASTM A 148 Grade 90-60	
Pile Tip Reinforcing										

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507 BRIDGE RAILING									
<u>Steel Railing</u>									
Steel Tube Rail Elements	722-2.01								
Steel Thrie Beam Elements	722-2.01								
Posts	722-2.01								
Machine Bolts, Cap Screws, Nuts & Washers	722-2.01								
High Strength Bolts, Nuts & Washers	722-2.01/16- 2.04								Either ASTM A 709 Grade 50 or Grade 36
Anchor Studs	722-2.01								
Shims, Plates and Sleeves	722-2.01								
Galvanizing	722-2.01								All railing and associated hardware is galvanized
Grout	701-2.05								Grout below rail posts
508 WATERPROOFING MEMBRANE									
Membrane Material (Spray-on)	508-2.01								QPL or as approved by Bridge Section
603 CULVERTS AND STORM DRAINS									
<u>Corrugated Steel Pipe & Pipe Arches</u>									
Zinc-Coated CSP, __ inch	707-2.01								
Zinc-Coated CSP Arch, __ inch	707-2.01								
Aluminum-Coated CSP Pipe, __ inch	707-2.01								
Aluminum-Coated CSP Pipe Arch, __ inch	707-2.01								
Aluminum-Zinc Alloy Coated CSP Pipe, __ inch	707-2.01								

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Aluminum-Zinc Alloy Coated CSP Pipe Arch, ___ inch	707-2.01									
606 GUARDRAIL										
Concrete Mix Design	501-3.01									
Pre-Mixed (Sac Crete)	606-2.01									
Wire Cable	709-2.02									
Metal Beam Rail	710-2.04									
<u>Guardrail Posts and Blocks</u>										
Wood Posts and Wood Blocks	710-2.06									
Steel Posts and Blocks	710-2.06									
Synthetic Blocks	710-2.06									
Guardrail Hardware	710-2.07									
<u>Terminals</u>										
All other Terminals	710-2.11									
Flexible Markers	606-2.01									
Guardrail Reflector Assembly Brackets	606-2.01									
Reflective Sheeting Type_	606-2.01									
613 MONUMENTS AND MARKERS										
Marker Posts	730-2.05/Plans									
615 STANDARD SIGNS										
Sheet Aluminum	730-2.01/Plans									
High Density Overlay Plywood	730-2.02									

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	2017 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer		
Sign Framing Members Reflective Sheeting Orange Background Signs Reflective Sheeting Warranty	Std. Dwg. S-20.10									
	730-2.03									
	615-2.01									
	615-2.01									
Sign Posts										
Perforated Steel Posts	730-2.04									
Zinc Coating for Repairs	730-2.04									
Flexible Delineator Posts	615-2.01 and 730-2.05									
Acrylic Prismatic Reflectors	730-2.06									
Sign Bases										
Slip Base	615-2.01/Plans									
Breakaway Base	615-2.01/Plans									
Frangible Couplings	615-2.01/Plans									
Concrete	615-2.01/501- 3.01									
616 THAW PIPE AND THAW WIRES										
Thaw Pipe										
Pipe	616-2.01									
Fittings	616-2.01									
Pipe Hangers	616-2.01									
Braces and Standpipe	616-2.01									
Bolts and Nuts	616-2.01									

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	2017 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer		
Galvanizing all but Nuts & Bolts	616-2.01									
Galvanizing Nuts & Bolts	616-2.01									
Thaw Wire										
Materials, devices, fittings and hardware	616-2.02									
Conduits and Fittings										
Conduit, Couplings, Elbows and Nipples	616-2.02									
Fittings and Miscellaneous Conduit Hardware	616-2.02									
618 SEEDING										
Seed	724									
Fertilizer	618-2.01/725									
630 GEOTEXTILE FOR EMBANKMENT SEPARATION AND STABILIZATION										
Geotextiles and Sewing Thread										
Stabilization	729-2.01									
631 GEOTEXTILE FOR SUBSURFACE DRAINAGE AND EROSION CONTROL										
Geotextiles and Sewing Thread										
Erosion Control, Class_	729-2.02									
641 EROSION, SEDIMENT AND POLLUTION CONTROL										
BMP Installations	641-2.05								641 Control and Stabilization Materials identified and documented in SWPPP and approved on project.	

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID (FHWA) CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012
Supplement, Cargo Preference Act -- Effective February 15, 2016

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27)

and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SUPPLEMENT to Form FHWA -1273
CARGO PREFERENCE ACT REQUIREMENTS

This provision requires compliance with the Cargo Preference Act (CPA) and its implementing regulations in 46 CFR 381 for all Federal Aid Projects awarded after February 15, 2016.

In accordance with 46 CFR 381.7, the following language must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of 46 CFR 381.7 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

"General Decision Number: AK20200001 01/31/2020

Superseded General Decision Number: AK20190001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0097-001 01/01/2018

Rates

Fringes

Asbestos Workers/Insulator
(includes application of all
insulating materials
protective coverings,
coatings and finishings to
all types of mechanical
systems).....\$ 38.68 21.57

HAZARDOUS MATERIAL HANDLER
(includes preparation,
wetting, stripping, removal
scrapping, vacuming, bagging,
and disposing of all
insulation materials, whether
they contain asbestos or not,
from mechanical systems).....\$ 37.38 19.55

BOIL0502-002 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 46.17	29.70

BRAK0001-002 07/01/2018

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 40.81	19.77
Tile & Terrazzo Finisher.....	\$ 34.79	19.62

CARP1501-001 09/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 36.74	22.99

CARP2520-003 09/01/2018

	Rates	Fringes
Diver		
Stand-by.....	\$ 42.65	25.66
Tender.....	\$ 41.65	25.66
Working.....	\$ 82.45	25.66
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	25.66
Sheet Stabber.....	\$ 38.34	25.66

Welder.....\$ 43.90 25.66

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$1.00 per foot
101 feet and deeper \$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET \$1.00 PER FOOT/DAY
51-100 FEET \$2.00 PER FOOT/DAY
101 FEET AND ABOVE \$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP4059-001 09/01/2018

	Rates	Fringes
CARPENTER		
Including Lather and		
Drywall Hanging.....	\$ 38.34	25.66

ELEC1547-004 04/01/2019

	Rates	Fringes
CABLE SPLICER.....	\$ 40.03	3%+27.23
ELECTRICIAN.....	\$ 39.70	3%+27.48

ELEC1547-005 04/01/2019

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 56.05	3%+31.78
Linemen (Including Equipment		
Operators, Technician).....	\$ 54.30	3%+31.78

Powderman.....	\$ 52.30	3%+31.78
TREE TRIMMER.....	\$ 36.21	3%+25.19

* ELEV0019-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.11	35.245

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

ENGI0302-002 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.53	23.65
GROUP 1A.....	\$ 42.29	23.65
GROUP 2.....	\$ 39.76	23.65
GROUP 3.....	\$ 39.04	23.65
GROUP 4.....	\$ 32.83	23.65
TUNNEL WORK		
GROUP 1.....	\$ 44.58	23.65
GROUP 1A.....	\$ 46.52	23.65
GROUP 2.....	\$ 43.74	23.65
GROUP 3.....	\$ 42.94	23.65
GROUP 4.....	\$ 36.11	23.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter

Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: ""A"" Frame Trucks, Deck Winches: single power drum;

Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 07/01/2019

	Rates	Fringes
IRONWORKER		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 35.25	32.63
GUARDRAIL INSTALLERS.....	\$ 36.25	32.63
GUARDRAIL LAYOUT MAN.....	\$ 35.99	32.63
HELICOPTER, TOWER.....	\$ 39.75	32.63

LAB00341-001 04/01/2019

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 30.71	27.51

GROUP 2.....	\$ 31.71	27.51
GROUP 3.....	\$ 32.61	27.51
GROUP 3A.....	\$ 35.89	27.51
GROUP 3B.....	\$ 39.68	24.80
GROUP 4.....	\$ 20.28	27.51
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 33.78	27.51
GROUP 2.....	\$ 34.88	27.51
GROUP 3.....	\$ 35.87	27.51
GROUP 3A.....	\$ 39.48	27.51
GROUP 3B.....	\$ 43.65	24.80

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer

Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

LAB00942-001 04/01/2019

Rates

Fringes

Laborers: North of the 63rd
Parallel & East of Longitude
138 Degrees

GROUP 1.....\$ 30.71

27.51

GROUP 2.....	\$ 31.71	27.51
GROUP 3.....	\$ 32.61	27.51
GROUP 3A.....	\$ 35.89	27.51
GROUP 3B.....	\$ 39.68	24.80
GROUP 4.....	\$ 20.28	27.51
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 33.78	27.51
GROUP 2.....	\$ 34.88	27.51
GROUP 3.....	\$ 35.87	27.51
GROUP 3A.....	\$ 39.48	27.51
GROUP 3B.....	\$ 43.65	24.80

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer

Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

PAIN1959-001 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates

Fringes

PAINTER

BRUSH/ROLLER PAINT OR WALL

COVERER.....	\$ 31.91	22.37
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 32.43	22.37

PAIN1959-002 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 29.75	22.52
Industrial Painter.....	\$ 31.10	22.52
Taper / Paper & Vinyl Hanger.....	\$ 31.00	22.52

PAIN1959-003 07/01/2019

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.40	24.87

PAIN1959-004 07/01/2019

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 28.75	14.44

PAIN1959-006 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.61	23.94

PLAS0867-001 04/01/2019

	Rates	Fringes
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PLASTERER

North of the 63rd parallel..\$	38.13	21.68
South of the 63rd parallel..\$	37.88	21.68

PLAS0867-004 04/01/2019

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..\$	38.13	21.68
South of the 63rd parallel..\$	37.88	21.68

PLUM0262-002 07/01/2019

East of the 141st Meridian

Rates	Fringes
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Plumber; Steamfitter.....\$	38.32	27.62
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PLUM0367-002 12/03/2018

South of the 63rd Parallel

Rates	Fringes
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Plumber; Steamfitter.....\$	39.00	26.70
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PLUM0375-002 07/01/2018

North of the 63rd Parallel

Rates	Fringes
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Plumber; Steamfitter.....\$	41.46	26.40
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PLUM0669-002 04/01/2019

Rates	Fringes
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SPRINKLER FITTER.....\$	47.25	26.49
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ROOF0189-006 04/01/2019

Rates	Fringes
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ROOFER.....\$	44.62	16.03
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SHEE0023-003 07/01/2018

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.70	26.40

SHEE0023-004 07/01/2017		

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.74	23.48

TEAM0959-003 03/01/2019		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.94	24.12
GROUP 1A.....	\$ 41.21	24.12
GROUP 2.....	\$ 38.68	24.12
GROUP 3.....	\$ 37.86	24.12
GROUP 4.....	\$ 37.28	24.12
GROUP 5.....	\$ 36.52	24.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with

pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: AK20200007 02/07/2020

Superseded General Decision Number: AK20190007

State: Alaska

Construction Type: Highway

Counties: Alaska Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	02/07/2020

SUAK2019-001 05/01/2019

	Rates	Fringes
CARPENTER.....	\$ 38.34	25.66
CEMENT MASON/CONCRETE FINISHER		

North of N 63 Latitude Including Yakutat and areas East and South.....\$ 38.13	21.68
South of N 63 Latitude.....\$ 37.88	21.68

ELECTRICIAN

Journeyman Electrician.....\$ 39.70	28.82
Line Installer-Repairman....\$ 47.53	30.82
Powderman.....\$ 52.30	33.50
Power Journeyman Lineman (Including Equipment Operator).....\$ 54.30	33.56
Tree Trimmer.....\$ 36.21	26.43

IRONWORKER

Guardrail and Fence/Barrier Installer.....\$ 34.40	31.13
Guardrail Layout Man.....\$ 35.14	31.13
Signalman, Stage Rigger, Structural, Ornamental, and Reinforcing.....\$ 37.90	31.48

**LABORER (North of N 63
Latitude Including Yakutat
and areas East and South)**

Group 1.....\$ 30.71	27.51
Group 2.....\$ 31.71	27.51
Group 3.....\$ 32.61	27.51
Group 3A.....\$ 35.89	27.51
Group 3B.....\$ 39.68	24.80

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer(curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzlemann; Landscape or Planter; Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast; Pot Tender; Saw Tenders; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Utiliwalk, Utilidor Laborer.

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work); Foam Gun or Foam Machine Operator; Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered Mortarless decorative block above 4 feet); Laser Instrument Operator; Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, Chain Saw Operator, Filer; Timberman

GROUP 3: Bit Grinder; Guardrail Machine Operator; High Rigger and Tree Topper; High Scaler; Multiplate; Slurry Seal Squeegee Man; Camera/Tool/Video Operator, Plastic Welding

GROUP 3A: Asphalt Raker, Asphalt Belly Dump Lay Down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker

LABORER (South of N 63
Latitude Excluding Yakutat
and areas East and South)

Group 1.....	\$ 30.71	27.51
Group 2.....	\$ 31.71	27.51
Group 3.....	\$ 32.61	27.51
Group 3A.....	\$ 35.89	27.51
Group 3B.....	\$ 39.68	24.80

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Landscape or Planter; Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material

Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast; Pot Tender; Saw Tenders; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Utiliwalk, Utilidor Laborer

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work); Foam Gun or Foam Machine Operator; Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered Mortarless decorative block above 4 feet); Laser Instrument Operator; Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, Chain Saw Operator, Filer; Timberman

GROUP 3: Bit Grinder; Guardrail Machine Operator; High Rigger and Tree Topper; High Scaler; Multiplate; Slurry Seal Squeegee Man; Camera/Tool/Video operator, Plastic Welding

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker

PAINTER (North of N 63 Latitude Including Yakutat and areas East and South)

Brush and Roller.....	\$ 32.29	21.99
Sandblast, Spray, and Structural.....	\$ 32.81	21.99

PAINTER (South of N 63 Latitude)

Brush, Roll and Spray.....	\$ 30.13	22.14
Sandblast and Structural....	\$ 31.48	22.14

PILEDRIVERMAN

Piledriver, Sheet Stabber...	\$ 38.34	25.66
Piledriver-Welder.....	\$ 39.34	25.66

PLUMBER/PIPEFITTER (First Judicial District).....	\$ 38.02	27.12
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PLUMBER/PIPEFITTER (North of N 63 Latitude Including Yakutat and areas East and South).....	\$ 41.46	26.40
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PLUMBER/PIPEFITTER (South of N 63 Latitude).....	\$ 39.00	26.70
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POWER EQUIPMENT OPERATOR

Group 1.....	\$ 40.53	23.50
Group 1A.....	\$ 42.29	23.50
Group 2.....	\$ 39.76	23.50
Group 3.....	\$ 39.04	23.50
Group 4.....	\$ 32.83	23.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: (a) Forklifts with telescopic boom and swing attachment, (b) Overhead and Front End, 2-1/2 yards through 5 yards, (c) Loaders (with forks or pipe clamps), (d) Loaders (elevating belt type, Euclid and similar types); Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Plant Operator (Asphalt & Concrete), Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradalls (3 yards and under); Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-

grader (Gurries, Reclaimer and similar types); Tack Tractor;
Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote
Machine; Unlicensed Off Road Hauler

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and
attachments): (a) Clamshells & Draglines (over 3 yards), (b)
Tower cranes; Loaders over 5 yds.; Certified Welder, Mechanic
(over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor
(finish: when finishing to final grade and/or to hubs, or for
asphalt); Power Plants: 1000 k.w. and over; Quad; Screed;
Shovels, Backhoes, Excavators with all attachments (over 3
yards); Sidebooms over 45 tons; Slip Form Paver C.M.I. and
similar types; Scrapers over 40 yards; Camera/Tool/Video
Operator (Slipline).

GROUP 2: Boiler-Fireman; Cement Hog and Concrete Pump
Operator; Conveyors (except as listed in Group 1); Hoists on
Steel Erection, Towermobiles and Air Tuggers;
Horizontal/Directional Drill Locator; Grade Technician;
Loaders (Elevating Grader and Material Transfer Vehicle);
Locomotives, Rod and Geared Engines; Mixers; Screening,
Washing Plant; Sideboom (cradling rock drill regardless of
size); Skidder; Trenching Machine under 16 inches.

GROUP 3: "A" Frame Trucks, Deck Winches; Bombardier (tack or
tow rig); Boring Machine; Brooms-power; Bump Cutter;
Compressor; Farm tractor; Forklift, Industrial Type; Gin Truck
or Winch Truck with poles when used for hoisting; Grade
Checker and Stake Hopper; Hoist, Air Tuggers, Elevators;
Loaders: (a) Elevating-Athey, Barber Green and similar types
(b) Forklifts or Lumber Carrier (on construction job site)
(c) Forklifts with Tower (d) Overhead and Front-end, under 2
1/2 yds.; Locomotives: Dinkey (air, steam, gas and electric)
Speeders; Mechanics (light duty); Oil, Blower Distribution;
Post Hole Diggers, Mechanical; Pot Fireman (power agitated);
Power Plant, Turbine Operator, under 200 k.w.; Pumps, Water;
Roller (other than Asphalt); Saws, Concrete; Skid Hustler;
Skid Steer (with all attachments); Straightening Machine; Tow
Tractor

GROUP 4: Crane Assistant Engineer/Rig Oiler; Drill Tender;
Parts & Equipment Coordinator; Spotter; Steam Cleaner; Swamper
(on trenching machines or shovel type equipment)

TRUCK DRIVER

Group 1.....	\$ 39.94	24.12
Group 1A.....	\$ 41.21	24.12
Group 2.....	\$ 38.68	24.12
Group 3.....	\$ 37.86	24.12

Group 4.....\$ 37.28 24.12

Group 5.....\$ 36.52 24.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Stringing truck; Partsman

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technian; Geaser-Shop; Thermal Plastic Layout Technician

GROUP 4: Buggymobile; Semi or Truck and Trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, Dual Rear Axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, Semi; Water Truck, Dual Axle; Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons and under); Bull Lifts and Fork Lifts, Fork Lifts with Power Boom and Swing Attachments (over 5 tons); Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck Dual Axle; Hydro Seeders, Dual Axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and Grease; Compactor (when pulled by rubber tired equipment); Ready Mix (up to and including 7 yards)

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, Single Rear Axle; Boom Truck/Knuckle Truck up to and including

5 tons; Pickups (pilot cars and all light duty vehicles); Water Truck (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor Truck Single Axle; Hydro-Seeders, Single Axle; Fuel Handler (station/bulk attendant); Batch Truck (up to and including 7 yards); Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



Laborers' & Mechanics' Minimum Rates of Pay

Effective September 1, 2019
Issue 39

What safety concerns can you identify in this photo?

See inside for more information

Safety note: When watching a welding job, remember to stay out of the direct line of arc from the welder.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

September 1, 2019

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2019.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2019, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in black ink, reading "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
Commissioner

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Wage Rates Pages 1-26

Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

*****Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here***

8 AAC 30.051. Purpose. The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

8 AAC 30.052. Board and lodging; remote sites. (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

8 AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

8 AAC 30.056. Alternative arrangement. Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

8 AAC 30.900. General definitions (selected excerpts only):

In this chapter and in AS 36

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

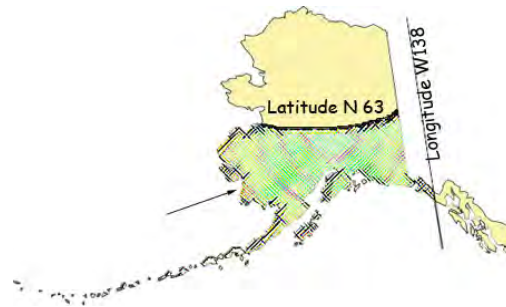
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

Per Diem Rate: As of May 1st, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

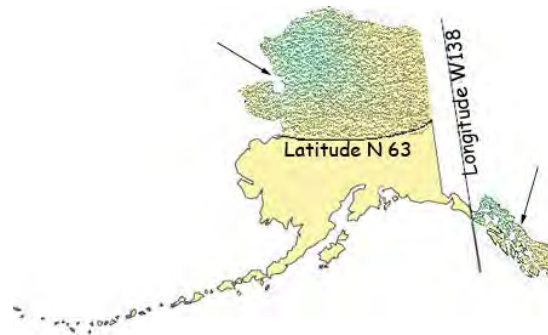
LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:

S1201-
S1206



N1201-
N1206



APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: statewide.wagehour@alaska.gov

DEPARTMENT OF LABOR and WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2019, and remains in effect through June 30, 2021. This determination will be applied to projects with a bid submission deadline on or after July 1, 2019 and to projects previously covered by the 2017 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
statewide.wagehour@alaska.gov

Juneau

PO Box 111149
Juneau, Alaska 99811
Phone: (907) 465-4842

Email:
statewide.wagehour@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour Administration or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

Publications are also available online at <http://labor.alaska.gov/lss/home.htm>

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Tim Banach, Individual
Boulder Creek Electric

Debarment Expires

February 23, 2021
February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

*See per diem note on last page

A0101	Boilermaker (journeyman)	46.13	8.57	16.42	1.65	VAC	SAF	
						3.50	0.34	76.61

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.13	9.83	8.50	0.55	L&M		
						0.15	0.87	62.03

Bricklayer

Marble or Stone Mason

Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)

Terrazzo Worker

Tile Setter

A0202	Tuck Pointer Caulker	42.13	9.83	8.50	0.55	L&M		
						0.15	0.87	62.03

Cleaner (PCC)

A0203	Marble & Tile Finisher	35.96	9.83	8.50	0.55	L&M		
						0.15	0.87	55.86

Terrazzo Finisher

A0204	Torginal Applicator	40.10	9.83	8.50	0.55	L&M		
						0.15	0.87	60.00

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M	SAF	
						0.10	0.10	64.95

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M	SAF	
						0.10	0.10	65.49

Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region I (North of N63 latitude)

*See per diem note on last page

						L&M	
N0401	Group I, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
						L&M	
N0402	Group II, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Form Setter						
						L&M	
N0403	Group III, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
						L&M	
N0404	Group IV, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Guniting Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
						L&M	
N0405	Group V, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Plasterer						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region II (South of N63 latitude)

*See per diem note on last page

						L&M	
S0401	Group I, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
						L&M	
S0402	Group II, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Form Setter						
						L&M	
S0403	Group III, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
						L&M	
S0404	Group IV, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Guniting Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
						L&M	
S0405	Group V, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Plasterer						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers							
A0501	Baker/Cook	28.37	7.40	6.97		LEG 0.07	42.81
A0503	General Helper	25.05	7.40	6.97		LEG 0.07	39.49
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	28.97	7.40	6.97		LEG 0.07	43.41
A0505	Head Housekeeper	25.45	7.40	6.97		LEG 0.07	39.89
	Head Kitchen Help						
Dredgemen							
*See per diem note on last page							
A0601	Assistant Engineer	39.76	10.00	12.50	1.00	L&M 0.10	0.05 63.41
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.60	10.00	12.50	1.00	L&M 0.10	0.05 62.25
A0603	Fireman	39.04	10.00	12.50	1.00	L&M 0.10	0.05 62.69
A0605	Leverman Clamshell	42.29	10.00	12.50	1.00	L&M 0.10	0.05 65.94
A0606	Leverman Hydraulic	40.53	10.00	12.50	1.00	L&M 0.10	0.05 64.18
A0607	Mate & Boatman	39.76	10.00	12.50	1.00	L&M 0.10	0.05 63.41
A0608	Oiler (dredge)	39.04	10.00	12.50	1.00	L&M 0.10	0.05 62.69
Electricians							
*See per diem note on last page							
A0701	Inside Cable Splicer	40.03	13.64	13.84	0.95	L&M 0.20	LEG 0.15 68.81

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Electricians							
*See per diem note on last page							
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	39.70	13.64	14.08	0.95	L&M 0.20 LEG 0.15	68.72
A0703	Power Cable Splicer	56.05	13.64	18.87	0.95	L&M 0.20 LEG 0.15	89.86
A0704	Tele Com Cable Splicer	49.28	13.64	16.13	0.95	L&M 0.20 LEG 0.15	80.35
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	54.30	13.64	18.82	0.95	L&M 0.20 LEG 0.15	88.06
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	47.53	13.64	16.08	0.95	L&M 0.20 LEG 0.15	78.55
A0707	Straight Line Installer - Repairman	47.53	13.64	16.08	0.95	L&M 0.20 LEG 0.15	78.55
A0708	Powderman	52.30	13.64	18.76	0.95	L&M 0.20 LEG 0.15	86.00
A0710	Material Handler	26.57	13.07	4.80	0.15	L&M 0.15 LEG 0.15	44.89
A0712	Tree Trimmer Groundman	27.54	13.64	12.23	0.15	L&M 0.15 LEG 0.15	53.86
A0713	Journeyman Tree Trimmer	36.21	13.64	12.49	0.15	L&M 0.15 LEG 0.15	62.79
A0714	Vegetation Control Sprayer	39.66	13.64	12.59	0.15	L&M 0.15 LEG 0.15	66.34
A0715	Inside Journeyman Communications CO/PBX	38.28	13.64	13.79	0.95	L&M 0.20 LEG 0.15	67.01

Elevator Workers

*See per diem note on last page

A0802	Elevator Constructor	40.06	15.58	17.51	0.62	L&M 0.42 VAC 4.44	78.63
A0803	Elevator Constructor Mechanic	57.23	15.58	17.51	0.62	L&M 0.42 VAC 6.35	97.71

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Heat & Frost Insulators/Asbestos Workers							
*See per diem note on last page							
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0904	Insulator, Group II	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0905	Fire Stop	38.68	9.24	11.01	1.20	SAF 0.12	60.25
IronWorkers							
*See per diem note on last page							
A1101	Ironworkers, including:	38.75	9.03	22.88	0.72	L&M 0.20 IAF 0.36	71.94
	Bender Operators						
	Bridge & Structural						
	Machinery Mover						
	Ornamental						
	Reinforcing						
	Rigger						
	Sheeter						
	Signalman						
	Stage Rigger						
	Toxic Haz-Mat Work						
	Welder						
A1102	Helicopter	39.75	9.03	22.88	0.72	L&M 0.20 IAF 0.36	72.94
	Tower (energy producing windmill type towers to include nacelle and blades)						
A1103	Fence/Barrier Installer	35.25	9.03	22.53	0.72	L&M 0.20 IAF 0.36	68.09
	Guard Rail Installer						
A1104	Guard Rail Layout Man	35.99	9.03	22.53	0.72	L&M 0.20 IAF 0.36	68.83
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)							
*See per diem note on last page							
N1201	Group I, including:	30.71	8.70	17.31	1.30	L&M 0.20 LEG 0.20	58.42
	Asphalt Worker (shovelman, plant crew)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Burning & Cutting Torch							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42

Cement or Lime Dumper or Handler (sack or bulk)
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Choker Splicer
 Chucktender (wagon, air-track & hydraulic drills)
 Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
 Culvert Pipe Laborer
 Cured Inplace Pipelayer
 Environmental Laborer (asbestos, marine work)
 Floor Preparation, Core Drilling
 Foam Gun or Foam Machine Operator
 Green Cutter (dam work)
 Guniting Operator
 Hod Carrier
 Jackhammer/Chipping Gun or Pavement Breaker
 Laser Instrument Operator
 Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
 Mason Tender & Mud Mixer (sewer work)
 Pilot Car
 Pipelayer Helper
 Plasterer, Bricklayer & Cement Finisher Tender
 Powderman Helper
 Power Saw Operator
 Railroad Switch Layout Laborer
 Sandblaster
 Scaffold Building & Erecting
 Sewer Caulker
 Sewer Plant Maintenance Man
 Thermal Plastic Applicator
 Timber Faller, Chainsaw Operator, Filer
 Timberman

						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

Bit Grinder
 Camera/Tool/Video Operator
 Guardrail Machine Operator
 High Rigger & Tree Topper
 High Scaler
 Multiplate

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42

Asphalt Worker (shovelman, plant crew)
Brush Cutter
Camp Maintenance Laborer
Carpenter Tender or Helper
Choke Setter, Hook Tender, Rigger, Signalman
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42

Environmental Laborer (asbestos, marine work)
Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Guniting Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
S1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
S1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
S1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Millwrights

*See per diem note on last page

						L&M		
A1251	Millwright (journeyman)	37.64	10.08	12.28	1.10	0.40	0.05	61.55

						L&M		
A1252	Millwright Welder	38.64	10.08	12.28	1.10	0.40	0.05	62.55

Painters, Region I (North of N63 latitude)

*See per diem note on last page

						L&M		
N1301	Group I, including:	32.29	8.21	12.70	1.08	0.07		54.35

Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

						L&M		
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87

Bridge Painter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region I (North of N63 latitude)

*See per diem note on last page

							L&M	
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							

N1304	Group IV, including:	39.78	8.21	15.23	1.05	0.05		64.32
	Glazier							
	Storefront/Automatic Door Mechanic							

N1305	Group V, including:	29.13	8.21	5.02	0.83	0.07		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Painters, Region II (South of N63 latitude)

*See per diem note on last page

							L&M	
S1301	Group I, including :	30.13	8.21	12.85	1.08	0.07		52.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							

							L&M	
S1302	Group II, including :	31.38	8.21	12.85	1.08	0.07		53.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region II (South of N63 latitude)								
*See per diem note on last page								
S1303	Group III, including :	31.48	8.21	12.85	1.08	L&M		53.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	39.99	8.21	14.27	1.08	L&M		63.62
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	29.13	8.21	5.02	0.83	L&M		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Piledrivers								
*See per diem note on last page								
A1401	Piledriver	38.34	10.08	15.23	1.10	L&M		64.95
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10	L&M		65.95
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10	L&M		69.26
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) **See note on last page	82.45	10.08	15.23	1.10	L&M		109.06
A1405	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M		69.26

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Piledrivers								
*See per diem note on last page								
A1406	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M 0.10	IAF 0.10	68.26
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M 0.10	IAF 0.10	70.51
Plumbers, Region I (North of N63 latitude)								
*See per diem note on last page								
N1501	Journeyman Pipefitter	41.46	9.75	17.00	1.40	L&M 0.65	S&L	70.26
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1501	Journeyman Pipefitter	39.00	10.33	15.02	1.35	L&M 0.20		65.90
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
*See per diem note on last page								
X1501	Journeyman Pipefitter	38.32	13.37	11.75	2.50	L&M 0.24		66.18
	Plumber							
	Welder							
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	40.53	10.00	12.50	1.00	L&M 0.10	0.05	64.18
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

*See per diem note on last page

						L&M		
A1601	Group I, including:	40.53	10.00	12.50	1.00	0.10	0.05	64.18
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	Helicopters							
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
	Hydro Ax, Feller Buncher & similar							
	Hydro Excavation (Vac-Truck and Similar)							
	Licensed Line & Grade							
	Loaders (2 1/2 yards through 5 yards, including all attachments):							
	(a) Forklifts (with telescopic boom & swing attachment)							
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
	(c) Loaders, (with forks or pipe clamp)							
	(d) Loaders, (elevating belt type, Euclid & similar types)							
	Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
	Micro Tunneling Machine							
	Mixers: Mobile type with hoist combination							
	Motor Patrol Grader							
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
	Off-Road Hauler (including Articulating and Haul Trucks)							
	Operator on Dredges							
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
	Plant Operator (Asphalt & Concrete)							
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
	Remote Controlled Equipment							
	Scraper (through 40 yards)							
	Service Oiler/Service Engineer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

*See per diem note on last page

A1601	Group I, including:	40.53	10.00	12.50	1.00	L&M 0.10	0.05	64.18
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Shot Blast Machine
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
Sideboom (under 45 tons)
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)
Sub Grader (Gurries, Reclaimer & similar types)
Tack Tractor
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
Wate Kote Machine

A1602	Group IA, including:	42.29	10.00	12.50	1.00	L&M 0.10	0.05	65.94
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Camera/Tool/Video Operator (Slipline)
Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
Cranes (over 45 tons or 150 feet including jib & attachments)
(a) Clamshells & Draglines (over 3 yards)
(b) Tower Cranes
Licensed Water/Waste Water Treatment Operator
Loaders (over 5 yards)
Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
Power Plants (1000 k.w. & over)
Quad
Scrapers (over 40 yards)
Screed
Shovels, Backhoes, Excavators with all attachments (over 3 yards)
Sidebooms (over 45 tons)
Slip Form Paver, C.M.I. & similar types

A1603	Group II, including:	39.76	10.00	12.50	1.00	L&M 0.10	0.05	63.41
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Boiler - Fireman
Cement Hogs & Concrete Pump Operator
Conveyors (except those listed in Group I)
Grade Checker
Hoists on Steel Erection, Towermobiles & Air Tuggers
Horizontal/Directional Drill Locator
Licensed Grade Technician
Locomotives, Rod & Geared Engines
Mixers
Screening, Washing Plant

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

*See per diem note on last page

A1603	Group II, including:	39.76	10.00	12.50	1.00	0.10	0.05	63.41
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Sideboom (cradling rock drill, regardless of size)
 Skidder
 Trenching Machines (under 16 inches)
 Water/Waste Water Treatment Operator

A1604	Group III, including:	39.04	10.00	12.50	1.00	0.10	0.05	62.69
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"A" Frame Trucks, Deck Winches
 Bombardier (tack or tow rig)
 Boring Machine
 Brooms, Power (sweeper, elevator, vacuum, or similar)
 Bump Cutter
 Compressor
 Farm Tractor
 Forklift, Industrial Type
 Gin Truck or Winch Truck (with poles when used for hoisting)
 Hoists, Air Tuggers, Elevators
 Loaders:
 (a) Elevating-Athey, Barber Greene & similar types
 (b) Forklifts or Lumber Carrier (on construction job sites)
 (c) Forklifts, (with tower)
 (d) Overhead & Front End, (under 2-1/2 yards)
 Locomotives: Dinkey (air, steam, gas & electric) Speeders
 Mechanics, Light Duty
 Oil, Blower Distribution
 Posthole Digger, Mechanical
 Pot Fireman (power agitated)
 Power Plant, Turbine Operator, (under 200 k.w.)
 Pumps, Water
 Roller (other than Asphalt)
 Saws, Concrete
 Skid Hustler
 Skid Steer (with all attachments)
 Stake Hopper
 Straightening Machine
 Tow Tractor

A1605	Group IV, including:	32.83	10.00	12.50	1.00	0.10	0.05	56.48
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Crane Assistant Engineer/Rig Oiler
 Drill Helper

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

*See per diem note on last page

A1605	Group IV, including:	32.83	10.00	12.50	1.00	L&M		
						0.10	0.05	56.48

Parts & Equipment Coordinator

Spotter

Steam Cleaner

Swamper (on trenching machines or shovel type equipment)

Roofers

*See per diem note on last page

A1701	Roofer & Waterproofer	44.62	11.75	3.41	0.81	L&M		
						0.10	0.06	60.75

A1702	Roofer Material Handler	31.23	11.75	3.41	0.81	L&M		
						0.10	0.06	47.36

Sheet Metal Workers, Region I (North of N63 latitude)

*See per diem note on last page

N1801	Sheet Metal Journeyman	48.04	11.20	13.61	1.65	L&M		
						0.12		74.62

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial food service equipment

Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

Sheet Metal Workers, Region II (South of N63 latitude)

*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1801	Sheet Metal Journeyman	42.70	11.20	13.89	1.68	0.43	L&M	69.90
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							
Sprinkler Fitters								
*See per diem note on last page								
A1901	Sprinkler Fitter	47.25	10.02	15.95	0.52	0.25	L&M	73.99
Surveyors								
*See per diem note on last page								
A2001	Chief of Parties	43.16	10.83	12.14	1.15	0.10	L&M	67.38
A2002	Party Chief	41.57	10.83	12.14	1.15	0.10	L&M	65.79
A2003	Line & Grade Technician/Office Technician/GPS, Drones	40.97	10.83	12.14	1.15	0.10	L&M	65.19
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	38.85	10.83	12.14	1.15	0.10	L&M	63.07
A2006	Chain Person (for crews with more than 2 people)	34.51	10.83	12.14	1.15	0.10	L&M	58.73

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

*See per diem note on last page

A2101	Group I, including:	39.94	10.83	12.14	1.15	L&M 0.10	64.16
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Air/Sea Traffic Controllers
Ambulance/Fire Truck Driver (EMT certified)
Boat Coxswain
Captains & Pilots (air & water)
Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
Helicopter Transporter
Liquid Vac Truck/Super Vac Truck
Lowboys (including attached trailers & jeeps up to & including 8 axles)
Material Coordinator or Purchasing Agent
Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
Semi with Double Box Mixer
Tireman, Heavy Duty/Fueler
Water Wagon (250 Bbls and above)

A2102	Group 1A including:	41.21	10.83	12.14	1.15	L&M 0.10	65.43
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Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
Jeeps (driver under load)
Lowboys, including tractor attached trailers & jeeps, 9 axles, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

A2103	Group II, including:	38.68	10.83	12.14	1.15	L&M 0.10	62.90
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All Deltas, Commanders, Rollagons, & similar equipment
Batch Trucks (8 yards & up)
Batch Trucks (up to & including 7 yards)
Boom Truck/Knuckle Truck (over 5 tons)
Cacasco Truck/Heat Stress Truck
Construction and Material Safety Technician
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards
Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
Mechanics
Oil Distributor Driver
Partsman
Ready-mix (up to & including 12 yards)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
*See per diem note on last page								
A2103	Group II, including:	38.68	10.83	12.14	1.15	0.10	L&M	62.90
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
A2104	Group III, including:	37.86	10.83	12.14	1.15	0.10	L&M	62.08
	Boom Truck/Knuckle Truck (up to & including 5 tons)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
	Expeditor (electrical & pipefitting materials)							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Greaser - Shop							
	Semi or Truck & Trailer							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10	L&M	61.50
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Cement Spreader, Dry							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Truck Drivers

*See per diem note on last page

							L&M	
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10		61.50

Rigger (air/water/oilfield)
Tireman, Light Duty
Track Truck Equipment
Truck Vacuum Sweeper
Warehouseperson
Water Truck (Below 250 Bbls)
Water Truck (straight)
Water Wagon, Semi

							L&M	
A2106	Group V, including:	36.52	10.83	12.14	1.15	0.10		60.74

Buffer Truck
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing
Attachments (up to & including 5 tons)
Bus Operator (up to 30 passengers)
Farm Type Rubber Tired Tractor (when material handling or pulling
wagons on a construction project)
Flat Beds, Single Rear Axle
Foam Distributor Truck Single Axle
Fuel Handler (station/bulk attendant)
Gear/Supply Truck
Gravel Spreader Box Operator on Truck
Hydro Seeders, Single axle
Pickups (pilot cars & all light-duty vehicles)
Rigger/Swamper
Tack Truck
Team Drivers (horses, mules, & similar equipment)

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

							L&M	LEG	
N2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20		61.49

Brakeman
Mucker
Nipper
Storm Water Pollution Protection Plan Worker (SWPPP Worker -
erosion and sediment control Laborer)
Topman & Bull Gang
Tunnel Track Laborer

							L&M	LEG	
N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20		62.59

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59

Burning & Cutting Torch
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Concrete Laborer
 Floor Preparation, Core Drilling
 Jackhammer/Chipping Gun or Pavement Breaker
 Laser Instrument Operator
 Nozzlemen, Pumpcrete or Shotcrete
 Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58

Miner
 Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19

Asphalt Raker, Asphalt Belly Dump Lay Down
 Drill Doctor (in the field)
 Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayer
 Powderman (Employee Possessor)
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
N2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65

Federal Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
 Stake Hopper

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49

Brakeman
 Mucker
 Nipper
 Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
 Topman & Bull Gang

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49

Tunnel Track Laborer

						L&M	LEG	
S2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59

Burning & Cutting Torch

Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Floor Preparation, Core Drilling

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

						L&M	LEG	
S2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58

Miner

Retimberman

						L&M	LEG	
S2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
S2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)

Stake Hopper

Tunnel Workers, Power Equipment Operators

*See per diem note on last page

						L&M		
A2207	Group I	44.58	10.00	12.50	1.00	0.10	0.05	68.23

						L&M		
A2208	Group IA	46.52	10.00	12.50	1.00	0.10	0.05	70.17

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Tunnel Workers, Power Equipment Operators								
*See per diem note on last page								
		L&M						
A2209	Group II	43.74	10.00	12.50	1.00	0.10	0.05	67.39
		L&M						
A2210	Group III	42.94	10.00	12.50	1.00	0.10	0.05	66.59
		L&M						
A2211	Group IV	36.11	10.00	12.50	1.00	0.10	0.05	59.76

* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation