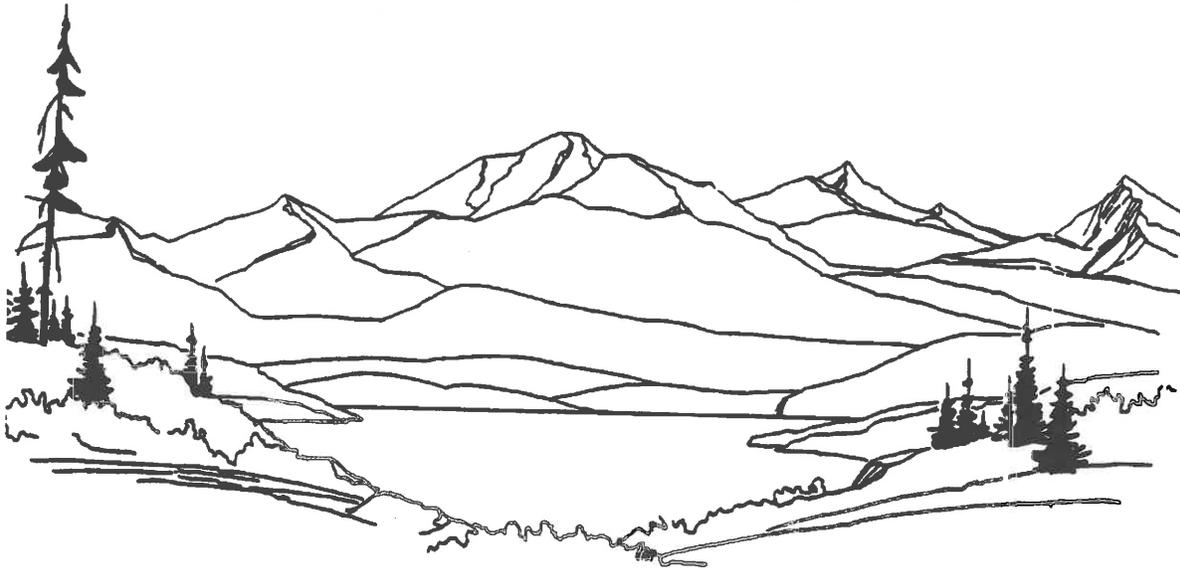


**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

**DIVISION OF PARKS
AND
OUTDOOR RECREATION**



**PROPOSAL, CONTRACT, BOND
AND SPECIAL PROVISIONS**

**BINGS LANDING UNIT, KRSMA
FLOATING DOCK
PROJECT NO. 74056-1**



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

INVITATION FOR BIDS
for Construction Contract

Date November 8, 2016

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1

Project Name and Number

Location of Project: Sterling, AK
Contracting Officer: Marlys Hagen, DNR Procurement Officer
Issuing Office: Design & Construction Section, Division of Parks and Outdoor Recreation
State Funded Federal Aid

Description of Work:

Work under this contract consists of, but is not limited to, installation of 6" and 8" piles, elevated light penetrating walkway, gangway, and two dock sections.

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

All work shall be completed in N/A Calendar Days, or by June 22, 2017.
Interim Completion dates, if applicable, will be shown in the Special Provisions.

Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at 2:00 PM local time, at 550 W. 7th Ave., Suite 1380; Anchorage, AK 99501 on the 6th of December 2016.

SUBMISSION OF BIDS

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

Bid for Project: Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1	ATTN: Design & Construction Section Division of Parks & Outdoor Recreation 550 W. 7th Ave., Suite 1380 Anchorage AK 99501
---	---

Bids, amendments or withdrawals transmitted by mail must be received at the above specified address no later than 30 minutes prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received at the above specified address prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to the above specific address. Fax number: (907) 269-8917.

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

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

NOTICE TO BIDDERS

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

SEE SPECIAL NOTICE TO BIDDERS

Plans and Specifications may be downloaded from: <http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm>
For additional information contact:

Kathleen Raynor
550 W. 7th Ave., Suite 1380
Anchorage AK 99501
Phone: (907) 269-8731

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

Jacob S. Gondek, P.E.
Project Manager
550 W 7th Suite 1380
Anchorage, AK 99501
Fax: (907) 269-8917 Phone: (907) 269-8756 Email: jacob.gondek@alaska.gov

All questions concerning bidding procedures should be directed to:

Rys Miranda, P.E.
Chief, Design & Construction
550 W. 7th Ave., Suite 1380
Anchorage AK 99501
Phone: (907) 269-8736

Other Information:

Bid results are available approximately 30 minutes after each bid opening at
<http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm>

SPECIAL NOTICE TO BIDDERS

The Department hereby notifies bidders that information to assist in preparing bids is available.

1. **Publications**. These items are available upon request in the Anchorage Department of Transportation and Public Facilities Building Plans Room located at 4111 Aviation Avenue:
 - a. **Standard Specifications for Highway Construction 2004.** (\$25.00) Available online at: http://www.dot.state.ak.us/stwddes/dcsspecs/pop_hwyspecs_english.shtml
3. **Materials Certification List (MCL)**. The MCL provides the Engineer with the appropriate approving authority. Contractor, submit certification for each material to the Engineer. The MCL is included in Appendix D.
4. **High Visibility Clothing**. The Department requires all workers within the project limits to wear an outer visible surface or layer of high visibility color and retroreflectivity. See subsection 643-3.11.
5. **Prevailing Wage Requirements**. The Lt. Governor certified the revised regulatory definition of "on-site" in 8 AAC 30.910 to clarify the scope of activities covered by Alaska's Little Davis Bacon Act (AS 36.05.010 - AS 36.05.110) as proposed by the Department of Labor and Workforce Development (DOLWD) proposed a. For a copy of the revised definition of 8 AAC 30.910, go to:
<https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=92888>

The Commissioner of the DOLWD has made a determination effective July 1, 2015 through June 30, 2017 requiring a 90 percent Alaska Resident hiring preference on public works contracts throughout the State. For a copy of this determination, go to:
http://labor.alaska.gov/lss/forms/2015-07-01-Res_Hire_Info_Notice.pdf
6. **Section 641**. ESCP has been provided by the Department in the Appendix C.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

REQUIRED DOCUMENTS
State Funded Contracts

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

1. **Bid Form (Form 25D-9DNR)**
 2. **Bid Schedule**
 3. **Bid Security (Form 25D-14DNR or Certified Check)**
 4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:
Bid Modification (Form 25D-16DNR)
-

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

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

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-10ADNR)**
2. **Payment Bond (Form 25D-12DNR)**
3. **Performance Bond (Form 25D-13DNR)**
4. **Contractor's Questionnaire (Form 25D-8DNR)**
5. **Certificate of Insurance (from carrier)**



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

SUBCONTRACTOR LIST

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1

Project Name and Number

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

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

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

Check as applicable: All Work on the above-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.

^{or} Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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's Registration were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

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

Date

Phone Number

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

3. Do you propose to purchase any equipment for use on this project?

NO YES If YES, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work?

NO YES If YES, describe type and quantity:

5. Is your bid based on firm offers for all material necessary for this project?

NO YES If NO, explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?

NO YES If YES, explain:

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

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

Name of Contractor

Name & Title of Person Signing

Signature

Date



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID FORM

for

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1
Project Name and Number

by

Company Name

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

**TO THE CONTRACTING OFFICER,
DEPARTMENT OF NATURAL RESOURCES:**

In compliance with your Invitation for Bids dated **December 6, 2016**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near **Sterling**, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of **1** sheets, which is made a part of this Bid.

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

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

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within **N/A** calendar days, after the effective date of the Notice to Proceed, or by **June 22, 2017**, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening. A product with expired certification at the bid opening date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible. The Alaska Product Preference Program List of certified products is available online at: <http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm> or may be obtained by contacting the local DCED office or writing: Dept. of Commerce & Economic Development, Alaska Products Preference List, P. O. Box 110800, Juneau, Alaska 99811-0800.

BIDDERS INSTRUCTIONS:

- A. General.** The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.
- B. Form Completion – BASIC BIDS.**
- (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
 - (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
 - (3) For each suitable product submitted under the "Basic Bid" enter:
 - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT".
 - The company name of the Alaska producer under the heading "Manufacturer", and
 - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/%" heading.
 - (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
 - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work,) and
 - The resulting preference – i.e. the preference percentage times the total declared value amount – under the heading "REDUCTION AMOUNT".
 - (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # ___ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
 - (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
 - (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
 - (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.
- C. Form Completion – ALTERNATE BIDS.**
- (1) Enter project number and name, the words "ALTERNATE BID #___", and CONTRACTOR'S name in the heading of each page as provided.
 - (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #___", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #___".
 - (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #___ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.
 - (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
 - (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
 - (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID ___ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
 - (7) At the bottom of the final page enter the words "ALTERNATE BID #___ PREFERENCE GRAND" immediately before the word "TOTAL".
 - (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #___) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid.

BID SCHEDULE

STATE OF ALASKA – DEPARTMENT OF NATURAL RESOURCES – DIVISION OF PARKS AND OUTDOOR RECREATION

Project Name: **Bings Landing Unit, KRSMA Floating Dock**

Project Number: **74056-1**

Before preparing this bid schedule, read carefully, Section 102 of the 2015 edition of the Standard Specifications for Highway Construction, and the following:

The Bidder shall insert, as called for, a unit price or lump sum price in figures opposite each pay item for which an estimated quantity appears in the bid schedule. A unit price or lump sum price is not to be entered or tendered for any pay item not appearing in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "All Required" (All Req'd) and as further specified in the contract.

Whenever a Contingent Sum is shown for any item in this schedule, such amount shall govern and be included in the bid total.

Conditioned or qualified bids will be considered non-responsive.

Notice: Contract award will be made on the basis of the total adjusted basic bid.

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

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
***** BASIC BID *****					
505(5-6)	Furnish 6" Structural Steel Piles	L.F	120	\$	\$
505(5-8)	Furnish 8" Structural Steel Piles	L.F.	80	\$	\$
505(6-6)	Drive 6" Structural Steel Piles	Each	6	\$	\$
505(6-8)	Drive 8" Structural Steel Piles	Each	2	\$	\$
640(1)	Mobilization and Demobilization	L.S.	All Req'd	\$	\$
641(1)	Erosion, Sediment, and Pollution Control Admin.	L.S.	All Req'd	\$	\$
641(2)	Temporary Erosion, Sediment, and Pollution Control	C.S.	All Req'd	\$ 2,000.00	\$ 2,000.00
642(1)	Construction Surveying	L.S.	All Req'd	\$	\$
642(3)	Three Person Survey Party	Hour	5	\$	\$

BID SCHEDULE
 Bings Landing Unit, KRSMA
 Floating Dock
 Project No. 74056-1

Name of Bidding Firm _____

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
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***** CONTINUE BASIC BID *****

643(2)	Traffic Maintenance	L.S.	All Req'd	\$	\$
647(6)	Hydraulic Excavator 1 CY, 100 HP Minimum	Each	5	\$	\$
650(12)	ELP Walkway	L.S	All Req'd	\$	\$
650(14A)	Dock – Float	Each	3	\$	\$
650(14B)	Dock – Gangway	Each	1	\$	\$
a) TOTAL BASIC BID (BB)					\$
b) ALASKA BIDDER PREFERENCE					-
c) ALASKA PRODUCTS PREFERENCE					-
d) AK VETERAN'S PREFERENCE					-
e) ADJUSTED BASIC BID AMOUNT					\$

No: _____ Expires _____
Alaska Business License

No: _____ Expires _____
Alaska Contractor's License

BID SCHEDULE
Bings Landing Unit, KRSMA
Floating Dock
Project No. 74056-1

Name of Bidding Firm _____



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

CONSTRUCTION CONTRACT

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, herein called the Department, acting by and through its Contracting Officer, and

Company Name

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

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

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

_____ Dollars

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

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **June 22, 2017** 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 (See Section 108-1.07) _____ dollars (\$ _____) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ **(100% of Contract)** Payment Bond, and \$ **(100% of Contract)** Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

Design & Construction Duly Authorized Representative (Signature)

Date

Typed Name

Signature of Contracting Officer

Date

Typed Name



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PAYMENT BOND

Bond No. _____

For

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

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

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

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

Alaska Department of Natural Resources Authorized Representative _____ 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 NATURAL RESOURCES

PERFORMANCE BOND

Bond No. _____

For

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

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

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

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

Alaska Department of Natural Resources Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID BOND

For

Bings Landing Unit, KRSMA Floating Dock Project No. 74056-1

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	[<input type="checkbox"/>] Individual	[<input type="checkbox"/>] Partnership
	[<input type="checkbox"/>] Joint Venture	[<input type="checkbox"/>] Corporation
STATE OF INCORPORATION: _____		

SURETY(IES) (Name and business address):

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

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

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

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

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

PRINCIPAL

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

Corporate Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

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

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

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

INSTRUCTIONS

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

State of Alaska
Department of Labor & Workforce Development
Laborers' & Mechanics' Minimum Rates of Pay
(Pamphlet No. 600)

can be found at: <http://www.labor.state.ak.us/lss/pamp600.htm>

SPECIAL PROVISIONS

to the

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

2015 STANDARD SPECIFICATIONS for HIGHWAY CONSTRUCTION

BINGS LANDING UNIT, KRSMA

FLOATING DOCK

PROJECT NUMBER 74056-1

SECTION 101

DEFINITIONS AND TERMS

101-1.03 DEFINITIONS.

DEPARTMENT. Replace with the following: The Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation. (01/01/01)PARKS-Special Provision

ROADWAY. Replace with the following: The portion of a highway or park facility including shoulders within the limits of construction. (01/01/01)PARKS-Special Provision

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. Replace the second paragraph with the following: Material Reports and/or Soils Investigation Reports are not available for this project. (01/01/01)PARKS-Special Provision

SECTION 105

CONTROL OF WORK

105-1.02 PLANS AND WORKING DRAWINGS. Add the following to the first paragraph: Full size plan sheets are 11" by 17". Plans are not available in CAD digital format. (01/01/01)PARKS-Special Provision

(01/27/07)E33-Standard Modification

105-1.06 UTILITIES. Add the following:

Request locates from the utilities having facilities in the area. Use the Alaska Digline, Inc. Locate Call Center for the following utilities.

ALASKA DIGLINE, INC.

Locate Call Centers:

Anchorage	278-3121
Statewide	(800) 478-3121

Call Centers will notify the following:

- Alaska Communications Systems (ACS)
- AT & T Alascom (AT&T)
- General Communications, Inc. (GCI)
- Homer Electric Association (HEA)

105-1.07 COOPERATION BETWEEN CONTRACTORS. Add the following:

The following state owned projects may be under construction concurrently with this project.

Project Name:	Project No.:
Bings Landing Unit, KRSMA Facility Improvements	74032-1

Coordinate traffic control, construction, and material hauling operations with the prime contractor of the above projects to minimize impact on the traveling public, and to minimize conflicts with the work being performed under the other contracts.

(11/03/09) CR1051-Special Provision

105-1.13 MAINTENANCE DURING CONSTRUCTION.

Replace the first sentence of the first paragraph with the following: The Contractor shall maintain the entire area located within the project limits from the date construction

begins until the Contractor receives a letter of substantial completion. (10/24/16) PARKS-Special Provision

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

(02/02/15) PARKS-Special Provision

105-1.17 CLAIMS. Add the following: Any appeal to the superior court under AS 36.30.685 must be filed in the third judicial district. (03/21/01)R93-Special Provision

Add the following Subsection:

105-1.19 INTERIM COMPLETION. This project includes one interim completion phase.

Interim Completion Phase:

Date: May 25, 2017

Work: Complete all items of the contract except for the installation of the dock – float and dock - gangway.

Final Completion Phase:

Date: See the Invitation for Bids for the final completion date.

Work: Complete installation of dock – float and dock - gangway.

(02/09/11)CR1052-Special Provision

SECTION 106

CONTROL OF MATERIAL

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. Add the following: Pursuant to AS 36.15.050 and AS 36.30.322, agricultural/wood products harvested in Alaska shall be used in state funded projects whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state.

The Contractor shall maintain records which establish the type and extent of agricultural/wood products utilized. When such products are not utilized, the Contractor shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The Contractor shall complete this documentation at a time determined by the Contracting Officer.

The Contractor's use of agricultural/wood products that fail to meet the requirements of this Subsection shall be removed and replaced in accordance with the last paragraph of Subsection 105-1.03, Conformity With Plans and Specifications.

(05/07/91)S18-Special Provision

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.02 PERMITS, LICENSES, AND TAXES.

Add the following to the second paragraph:

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

	Issue Date	Expire Date
a. Kenai Peninsula Borough Habitat Protection	7/20/2016	12/31/2017
b. Kenai Peninsula Borough Flood Plain Development	8/26/2016	8/26/2017
c. Department of Natural Resources Title 16 Fish Habitat Permit	7/15/2016	N/A
d. U.S. Army Corps of Engineers Nationwide Permit II: Temporary Recreational Structures	N/A	N/A

(10/24/16)PARKS-Special Provision

Add the following to the fourth paragraph:

5. Provide a wetland specialist to conduct the determination and delineations of sites outside the project limits or not previously permitted, impacted by the Contractor's operations. These delineations will be subject to Corps of Engineers approval. The wetland specialist shall conduct wetlands determinations and delineations according to the Corps of Engineers 1987 Wetland Delineation Manual, and the Regional Supplement to the Corps of Engineers Wetland Delineations Manual (Alaska Region, Version 2.0, September 2007).

(03/21/11)PARKS-Special Provision

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Add the following: If water is required for a construction purpose from a nonmunicipal water source, obtain a Temporary Water Use Permit from the Water Resource Manager, and provide a copy to the Engineer. The Water Resource Manager is with the Department of Natural Resources in Anchorage and may be contacted at (907) 269-8645.

(02/08/10)CR7-Special Provision

Under Item 5. Protection of natural resources, add the following:

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Bings Landing Unit, KRSMA
Floating Dock
Project Number 74056-1

- e. The Contractor shall revegetate all unauthorized disturbed areas at no cost to the Department. Areas within 50 feet of the Kenai River shall be revegetated in accordance with Kenai Peninsula Borough – Habitat Protection District Permit: 11684, located in Appendix A. Other areas shall be revegetated as approved by the Engineer. (10/24/16)PARKS-Special Provision

Add the following: All clearing and/or grubbing activities shall take place outside of the Migratory Bird Treaty Act (MBTA) window as determined by the U.S. Fish and Wildlife Service (FWS) under the website publication for the construction year:

http://alaska.fws.gov/fisheries/fieldoffice/anchorage/pdf/vegetation_clearing.pdf

(06/30/98)PARKS-Special Provision

Add the following:

Bald Eagles are protected under the Bald Eagle Protection Act (16 U.S.C. 668-668c) which prohibits “takes” of bald eagles, their eggs, nests, or any part of the bird. The Act defines “taking” as “to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb.”

Maintain a Primary Zone of a minimum 330 ft as an undisturbed habitat buffer around nesting bald eagles. If topography or vegetation does not provide an adequate screen or separation, extend this buffer to 0.25 miles, or a sufficient distance to screen the nest from human activities. The actual distance will depend on site conditions and the individual eagle’s tolerance for human activity. Within the Secondary Zone, between 330 ft and 660 ft from eagles nest tree no obtrusive facilities or major habitat modifications shall occur. If nesting occurs in sparse stands of trees, treeless areas, or where activities would occur within line-of-site of the nest, this buffer shall extend up to 0.5 miles. No blasting, logging and other noisy, disturbing activities should occur during the nesting period (March 1 – August 31) within the primary or secondary zones.

Extremely noisy activities such as road construction or other activities that occur within the Secondary Zone shall be conducted outside the nesting period to avoid disturbance to eagles. If activities occur in proximity to a nest site, employ an individual qualified to observe and assess the impact of such activities on nesting eagles. Behavior generally associated with disturbed eagles includes alarm calls, birds flushed from their nest or perch, and aggressiveness.

If nest trees are discovered within the vicinity of the project site, the U.S. Fish and Wildlife Service must be notified immediately by calling (907) 786-3503 or (907) 271-2772, before starting construction activities, for further site evaluation.

(08/12/10)CR1071-Special Provision

SECTION 108

PROSECUTION AND PROGRESS

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

Delete paragraph four and replace with the following:

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

(05/02/11)PARKS-Special Provision

108-1.02 NOTICE TO PROCEED. Add the following: The Contractor may request a Limited Notice to Proceed after the Award has been made, to permit him to order long lead materials which would cause delays in project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a Limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

Notice to Proceed will not be issued prior to **December 16, 2016.**

(6/30/98)PARKS-Special Provision

108-1.03 PROSECUTION AND PROGRESS. Replace the last sentence of the first paragraph with the following: Submit the following at the Preconstruction Conference:

Replace item 1. A progress schedule. with the following:

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

(12/13/02)R261-Special Provisions

SECTION 109

MEASUREMENT AND PAYMENT

109-1.02 MEASUREMENT OF QUANTITIES. Add the following:

14. Hour. Measured items by the hour shall be full payment for the work described in the contract including labor, equipment, and operating costs of the equipment. Items to be measured by the hour will be recorded to the nearest quarter-hour by the Engineer. The measurement shall start when the required equipment & operator, surveyor, or survey party begins work at the specified location as directed by the Engineer. The measurement will stop when the required work is accomplished, when the equipment fails, when directed to stop work by the Engineer, or when the operator stops work. Times will be reconciled with the Contractor on a daily basis.

(02/23/15)PARKS-Special Provision

109-1.05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS. Under item 3. Equipment, subitem a. Hourly Rental Rate, add the following to the second paragraph: The rental rate area adjustment factors for this project shall be as specified on the adjustment maps for the Alaska – **SPECIFY REGION BASED ON RENTAL RATE BINDERS (CENTRAL)**. (04/31/05)R14-Special Provision

SECTION 201

CLEARING AND GRUBBING

201-3.01 GENERAL. Add the following: All clearing and/or grubbing activities shall abide by the Migratory Bird Treaty Act (MBTA) and the Kenai Peninsula Borough – Habitat Protection District Permit “plant two trees for every tree that will need to be removed to complete the project” within 50’ of ordinary high water. (10/24/16)PARKS-Special Provision

201-3.02 CLEARING. Add the following: Remove branches to provide 10 feet vertical clearance above elevated light penetrating walkway, gangway, and floating dock. (10/24/16)PARKS-Special Provision

201-3.06 DISPOSAL. Replace paragraphs three and four with the following: Combustible material from any operations shall be disposed of by transporting to locations outside the park controlled lands. Burning will not be permitted in other areas close to the park to cause, as determined by the Engineer, a fire danger to the park resources.

Burning will not be permitted on private lands without the written approval of the property owner. The approval of the Engineer shall be required on a day to day basis when burning is within a two mile radius of the park lands. Constant care by competent watchmen with immediate access to adequate fire fighting equipment shall be required during burning operations. Full compliance with applicable laws and ordinances will be the Contractor's responsibility.

(01/01/01)PARKS-Special Provision

201-4.01 METHOD OF MEASUREMENT.

Add the following: Removal of branches and installation of two trees for every one taken for vertical clearance in accordance with this Section will not be measured directly for payment but will be considered subsidiary to all other pay items. (10/24/16)PARKS-Special Provision

201-5.01 BASIS OF PAYMENT.

Replace with the following:

Clearing will not be paid for directly but will be considered subsidiary to all other pay items.

(10/24/16)PARKS-Special Provision

SECTION 202

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

202-1.01 DESCRIPTION. Replace the first sentence with the following: This work shall consist of, but not be limited to, the removal of and modification of the existing elevated light penetrating walkway to attach the new elevated light penetrating walkway and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the contract. (10/24/16)PARKS-Special Provision

202-3.01 GENERAL. Replace paragraphs three, four, and five with the following: Remove and satisfactorily dispose of materials not designated to be salvaged and materials determined by the Engineer to be unusable to the Department. (01/01/01)PARKS-Special Provision

202-5.01 BASIS OF PAYMENT. Replace with the following:

Removal of and modification of existing items to complete the work in the contract will be considered subsidiary to all other pay items. (10/24/16)PARKS-Special Provision

SECTION 505

PILING

505-3.01 PILE DRIVING EQUIPMENT. Add the following: 2. Pile Driving Plan.

d. If a driver with an eccentric moment of less than 2,200 in-lbs is proposed in the original plan, at least one alternate method must include using a driver with an eccentric moment of 2,200 in-lbs minimum. (11/03/16)PARKS-Special Provisions

505-3.03 DRIVING PILES. Add the following: Pile shall be driven to a minimum depth and bearing capacity as shown on the plans. (06/09/09)PARKS-Special Provisions

4. Obstructions. Second paragraph; first sentence delete "bridge" and replace with "structure".

505-5.01 BASIS OF PAYMENT. Replace with the following:

Furnish Piles. The contract price includes pile materials delivered to the site, pile shoes, reinforced tips and casing. Unused pile lengths removed by cut-offs and fresh heading are subsidiary. Pile caps, paint, galvanization, pile records, and bolts will be considered subsidiary to other pay items in this Section.

Drive Piles. The contract price includes:

1. All related work required to drive the piles to the minimum penetration and driving resistance, including: pile crew time (including payroll and administrative additives), equipment costs, and other fixed or variable items incurred during pile driving, the construction of temporary work platforms, fresh heading, splicing, restrike, pile cleanout and cutting off.
2. All related work required to construct performed pile holes in locations identified in the Contract.
3. All related work required to assist the Engineer in performing High Strain Dynamic Testing is subsidiary.

Payment will be made under:

Pay Item	Pay Unit
505(5-6) Furnish 6" Structural Steel Piles	Linear Foot
505(5-8) Furnish 8" Structural Steel Piles	Linear Foot
505(6-6) Drive 6" Structural Steel Piles	Each
505(6-8) Drive 8" Structural Steel Piles	Each

(10/24/16)PARKS-Special Provision

SECTION 640

MOBILIZATION AND DEMOBILIZATION

640-1.01 DESCRIPTION. Add the following:

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

Ensure subcontractors comply with the Federal and State DOLWD requirements.

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

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

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

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

(05/28/10)E89-Standard Modification

Add the following:

4. Progress payments for Worker Meals and Lodging, or Per Diem will be subsidiary to 640(1) Mobilization and Demobilization.

(09/15/07)PARKS-Special Provision

Replace Section 641 with the following:

SECTION 641

EROSION, SEDIMENT, AND POLLUTION CONTROL

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

641-1.02 DEFINITIONS. These definitions apply only to Section 641.

Alaska Department of Environmental Conservation (ADEC). The state agency authorized by EPA to administer the Clean Water Act's National Pollutant Discharge Elimination System.

Alaska Pollutant Discharge Elimination System (APDES). A system administered by ADEC that issues and tracks permits for storm water discharges.

Best Management Practices (BMPs). Temporary or permanent structural and non-structural devices, schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or minimize the discharge of pollutants to waters of the United States. BMPs also include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

Clean Water Act (CWA). Federal Water Pollution Control Amendments of 1972, as amended (33 U.S.C. 1251 et seq.).

Construction Activity. Physical activity by the Contractor, Subcontractor or utility company; that may result in erosion, sedimentation, or a discharge of pollutants into storm water. Construction Activity includes soil disturbing activities (e.g. clearing, grubbing, grading, excavating); and construction materials or equipment storage or maintenance (e.g. material piles, borrow area, concrete truck chute washdown, fueling); and other industrial storm water directly related to the construction process (e.g. concrete or asphalt batch plants).

Environmental Protection Agency (EPA). A federal agency charged to protect human health and the environment.

Erosion and Sediment Control Plan (ESCP). The Department's project specific document that illustrates measures to control erosion and sediment on the project.

Final Stabilization. Final stabilization occurs when soil disturbing activities at the site have been completed and one of the following methods, as identified in the contract, has been completed: (a) establish a uniform and evenly distributed perennial vegetative cover with a density of 70 percent of the native background vegetative cover, or (b)

construct non-erodible permanent stabilization measures (such as riprap, gabions, geotextiles, pavement, and crushed aggregate base course) where vegetative cover is not required.

Haul Route. Existing or newly constructed road where construction materials are transported and where disposition of sediments or erodible materials may result from the material hauling activity or from the Contractor's activity to construct or maintain the road.

Hazardous Material Control Plan (HMCP). The Contractor's detailed project specific plan for prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material (including, but are not limited to, petroleum products related to construction activities and equipment). The HMCP is included as an appendix to the ESCP.

Multi-Sector General Permit (MSGP). The Alaska Pollutant Discharge Elimination System General Permit for storm water discharges associated with industrial activity.

Pollutant. Any substance or item meeting the definition of pollutant contained in 40 CFR § 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt and industrial or municipal waste.

Project Area. The physical area provided by the Department for Construction. The Project Area includes the area of the facility under construction, project staging and equipment areas, and material and disposal sites; when those areas, routes and sites, are provided by the Department by the Contract and are directly related to the Contract. Support Activities including material sites, material processing sites, disposal sites, haul routes, staging and equipment storage areas; that are furnished by the Contractor or a commercial operator, are not included in the Project Area.

Spill Prevention, Control, and Countermeasure Plan (SPCC Plan). The Contractor's detailed plan for petroleum spill prevention and control measures that meet the requirements of 40 CFR 112.

Spill Response Field Representative. The Contractor's representative with authority and responsibility for managing, implementing, and executing the HMCP and SPCC Plan.

Subcontractor Spill Response Coordinator. The subcontractor's representative with authority and responsibility for coordinating the subcontractor's activities in compliance with the HMCP and SPCC Plan.

Superintendent. The Superintendent has responsibility and authority for the overall operation of the Project and for Contractor furnished sites and facilities directly related to the Project.

Temporary Stabilization. The protection of exposed soils (disturbed land) from wind and water erosion during the construction process until final stabilization occurs.

641-1.04 SUBMITTALS. Submit two copies each of the SPCC ,HMCP, and amended ESCP, if applicable, to the Engineer for approval. Sign submittals. Deliver these documents to the Engineer.

The Department will review the submittals within 14 calendar days. Submittals will be returned to the Contractor as either requiring modification, or as approved by the Department.

The final ESCP, approved HMCP, and submitted SPCC Plan become the basis of the work required for the project's erosion, sediment, and pollution controls.

641-2.01 EROSION SEDIMENT CONTROL PLAN (ESCP) REQUIREMENTS. The Department will develop the project's base ESCP and include it as an appendix in the Special Provisions. The Contractor shall prepare any amendments to the ESCP based on scheduling, equipment, and use of alternative BMPs. The ESCP must include both erosion control and sediment control measures. The plan must address first preventing erosion, then minimizing erosion, and finally trapping sediment before it leaves the project site. The plan must address site specific controls and management plan for the construction site. The plan must also incorporate the requirements of the project permits.

The Contractor is responsible for amending the ESCP to include site specific control and management plan for material sites, waste disposal sites, haul routes, and other affected areas, public or private.

Specify the line of authority and designate a field representative for implementing ESCP compliance.

641-2.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS. Prepare the HMCP for prevention of pollution from storage, use, containment, cleanup, and disposal of all hazardous material, including petroleum products related to construction activities and equipment. Include the HMCP as an appendix to the ESCP. Compile Material Safety Data Sheets in one location and reference that location in the HMCP.

Designate a Contractor's Spill Response Field Representative with 24 hour contact information. Designate a Subcontractor Spill Response Coordinator for each subcontractor. The Superintendent and Contractor's Spill Response Field Representative must have 24 hour contact information for each Subcontractor Spill Response Coordinator and the Utility Spill Response Coordinator.

List and give the location and estimated quantities of hazardous materials (Including materials or substances listed in 40 CFR 117 and 302, and petroleum products) to be

used or stored on the Project. Hazardous materials must be stored in covered storage areas. Include secondary containment for all hazardous material storage areas.

Identify the locations where fueling and maintenance activities will take place, describe the activities, and list controls to prevent the accidental spillage of petroleum products and other hazardous materials. Controls include placing absorbent pads or other suitable containment under fill ports while fueling, and under equipment during maintenance or repairs.

Use secondary containment under all stationary equipment (equipment that does not have a seat for driving) that contains petroleum products. Use secondary containment under pumps, compressors, and generators.

List the types and approximate quantities of response equipment and cleanup materials available on the Project. Include a list and location map of cleanup materials, at each different work site and readily available off site (materials sources, material processing sites, disposal sites, staging areas, etc). Spill response materials must be stored in sufficient quantity at each work location, appropriate to the hazards associated with that site.

Describe procedures for containment and cleanup of hazardous materials. Describe a plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by spills. Describe a plan for dealing with contaminated soil and water encountered during construction. Clean up of spills or contaminated surfaces must be initiated immediately and completed as soon as practicable.

Describe methods of disposing of waste petroleum products and other hazardous materials generated by the Project, including routine maintenance. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for hazardous material disposal.

Describe methods of complying with the requirements of AS 46.04.010-900, Oil and Hazardous Substances Pollution Control, and 18 AAC 75. Include contact information for reporting hazardous materials and petroleum product spills to the Project Engineer and reporting to federal, state and local agencies.

641-2.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC) REQUIREMENTS. Prepare and implement an SPCC Plan when required by 40 CFR 112; when both of the following conditions are present on the Project:

- a. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and
- b. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-

filled operational equipment, and not including containers with a storage capacity of less than 55 gallons)

Reference the SPCC Plan in the HMCP and ESCP.

641-2.05 MATERIALS. Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments according to the requirements of the CGP and the Specifications.

- Use the temporary seed mixture specified by special provision, or use annual rye grass if no temporary seed mix is specified.
- Use soil stabilization material as specified in Section 727.
- Use silt fences as specified in Section 729.
- Use straw that is certified as free of noxious weed by the United States Department of Agriculture, Natural Resources Conservation Service, Local Soil and Water Conservative District. Alaska Weed Free Forage Certification Program must be used when available. Hay may not be substituted for straw.
- Use a rain gauge.

641-3.01 CONSTRUCTION REQUIREMENTS. Comply with the requirements of the CWA.

1. Starting Construction.

- Do not begin Construction Activity until authorized by the Engineer

Post notices on the outside wall of the project office, and at publicly accessible locations near the beginning and end of the Project. Protect postings from the weather and locate so the public can read them without obstructing construction activities (for example, at an existing pullout). Include the following information in each of the postings:

- Name and phone number of Contractor

Keep the updated ESCP, HMCP and SPCC at the on-site project office. If there isn't an on-site project office, keep the information at a location suitable to the Engineer.

Ensure all subcontractors and utility companies operating within the Project understand and comply with the ESCP.

Install sediment controls in accordance with the ESCP and before beginning Construction Activity that may result in land disturbance.

2. During Construction.

Comply with requirements of the HMCP and SPCC, and all state and federal regulations that pertain to the handling, storage, cleanup, and disposal of petroleum products or other hazardous substances. Contain, clean up, and dispose of discharges of petroleum products and other hazardous materials. Perform fueling operations in a safe and environmentally responsible manner. Place absorbent pads under fill ports while fueling, and under equipment during maintenance or

repairs. Install secondary containment under all stationary equipment that contains petroleum products.

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

Comply with the requirements of the SWPPP. Implement temporary and permanent erosion and sediment control measures identified in the SWPPP. Keep the SWPPP current. If storm water discharges threaten water quality, take immediate action. Comply with the requirements of 18 AAC 70 State of Alaska Water Quality Standards, AS 41.14.870 Protection of Fish and Game, Section 404 of the CWA, and all other applicable federal, state, and local statutes and regulations.

Coordinate with subcontractors and utility companies doing work in the project area so BMPs, and temporary and permanent stabilization are installed, maintained, and protected from damage.

3. Maintenance of BMPs.

Maintain temporary and permanent erosion and sediment control measures in effective operating condition. Remove sediment and debris from sediment traps, silt fences, and sediment ponds before sediment or debris accumulates to 50% of the BMP's design capacity.

Implement corrective actions as soon as possible, and before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as possible.

4. Stabilization.

Stabilization may be accomplished using temporary or permanent measures. Initiate stabilization of disturbed soils, erodible stockpiles, disposal sites, and of erodible aggregate layers so that all of the following conditions are satisfied:

- a. As soon as practicable;
- b. As soon as necessary to avoid erosion, sedimentation, or the discharge of pollutants; and
- c. As identified in the SWPPP.

Land may be disturbed and stabilized multiple times during a project. Coordinate work to minimize the amount of disturbed soil at any one time. Do not disturb more soil than you can stabilize with the resources available.

Temporarily stabilize from wind and water erosion portions of disturbed soils, portions of stockpiles, and portions of disposal sites, that are not in active construction. Temporary stabilization measures may require a combination of measures including but not limited to vegetative cover, mulch, stabilizing emulsions, blankets, mats, soil binders, non-erodible cover, dust palliatives, or other approved methods.

Temporary or Permanent Seeding.

When temporary or permanent seeding is required, provide a working hydro seeding equipment located within 100 miles of the project by road; with 1,000 gallon or more tank capacity, paddle agitation of tank, and the capability to reach the seed areas with an uniform mixture of water, seed, mulch and tackifier. If the project is located in an isolated community the hydro-seeder must be located at the project.

Before applying temporary or permanent seeding, prepare the surface to be seeded to reduce erosion potential and to facilitate germination and growth of vegetative cover. Apply seed and maintain seeded areas. Reseed areas where growth of temporary vegetative cover is inadequate to stabilize disturbed ground.

Apply permanent seed according to Sections 618 and 724, within the time periods allowed by the CGP and the Contract, at locations where seeding is indicated on the plans and after land-disturbing activity is permanently ceased.

Stream By Pass.

When installing a culvert or other drainage structure where stream bypass is not used, install temporary or permanent stabilization concurrently or immediately after placing the culvert or drainage structure in a manner that complies with the SWPPP, applicable project permits and prevents discharge of pollutants.

Install temporary and permanent stabilization:

- a. At the culvert or drainage structure inlet and outlet; and
- b. In the areas upstream and downstream that may be disturbed by the process of installing the culvert, culvert end walls, culvert end sections, or drainage structure.

Before deactivating a stream bypass or stream diversion used for construction of a bridge, culvert, or drainage structure, install permanent stabilization:

- a. At the inlet and outlet of the culvert, drainage structure, or bridge;

- b. In the area upstream and downstream of the culvert, drainage structure, or bridge, that is disturbed during installation or construction of the culvert, drainage structure, or bridge; and
- c. Under the bridge.

641-3.04 FAILURE TO PERFORM WORK. The Project Engineer has authority to suspend work and withhold monies, for an incident that may endanger health or the environment. If the suspension is to protect workers, the public, or the environment from imminent harm, the Project Engineer may orally order the suspension of work. Following an oral order of suspension, the Project Engineer will promptly give written notice of suspension. In other circumstances, the Project Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions.

1. If the Contractor fails to take the corrective action within the specified time, the Project Engineer may:
 - a. Suspend the work until corrective action is completed;
 - b. Withhold monies due the Contractor until corrective action is completed;
 - c. Assess damages or equitable adjustments against the Contract Amount; and
 - d. Employ others to perform the corrective action and deduct the cost from the Contract amount.
2. Reasons for the Project Engineer to take action under this section include, but are not limited to, the Contractor's failure to:
 - a. Obtain appropriate permits before Construction Activities occur;
 - b. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the ESCP and applicable local, state, and federal requirements;
 - c. Perform duties according to the requirements of this Section 641; or
 - d. Meet requirements of permits, laws, and regulations related to erosion, sediment, or pollution control.

No additional Contract time or additional compensation will be allowed due to delays caused by the Project Engineer's suspension of work under this subsection.

641-4.01 METHOD OF MEASUREMENT. Section 109.

641-5.01 BASIS OF PAYMENT. See Subsection 641-3.04 Failure to Perform Work, for additional work and payment requirements.

The total value of this Contract will be adjusted as specified herein. Withholding will be determined by the Department and assessed under Pay Item 641(3) Withholding, as follows:

1. Fines and Penalties: A Price adjustment equal to any penalties and fines levied against the Department by local, state, or federal agencies for pollutant violations, including violations of the CWA, except when due to Department negligence. An amount equal to the anticipated penalties and fines for the violation or violations, excluding any due to negligence by the Department, will be withheld until the actual cost of the penalties and fines is known. Anticipated penalties and fines will be determined by the Project Engineer. The Contractor is also responsible for the payment of penalties and fines levied against the Contractor.
2. Failure to perform Corrective Action. By each 24 hour period following 24 hours after written notice by the Project Engineer, per occurrence, a price adjustment of \$750 will be assessed where the Contractor:
 - fails to initiate corrective action to respond to a deficiency noted by the Project Engineer.

The same deficiency remaining uncorrected will be considered an additional occurrence for each additional 24 hour period, without requiring additional written notice by the Project Engineer.

Item 641(1) Erosion, Sediment and Pollution Control Administration. At the Contract lump sum price for administration of all work under this Section. Includes, but is not limited to, ESCP and HMCP and SPCC Plan preparation and agency fees.

Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Pay Item 641(1) Erosion, Sediment and Pollution Control Administration.

Item 641(2) Temporary Erosion, Sediment and Pollution Control. At the contingent sum prices specified for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of approved temporary erosion, sedimentation, and pollution control BMPs required to implement the ESCP and SPCC Plan.

The Department will not release performance bonds until penalties and fines, assessed according to Section 641, are paid to the Department; and all requirements, according to Subsection 103-1.05, are satisfied.

Subsidiary Items. Temporary erosion, sediment, and pollution control measures that are required outside the Project Area are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641(1) Erosion, Sediment and Pollution Control Administration.

Work under other pay items. Work that is paid for directly or indirectly under other pay items will not be measured and paid for under Section 641. This work includes but is not limited to:

- a. Dewatering;
- b. Shoring;
- c. Bailing;
- d. Permanent seeding;
- e. Installation and removal of temporary work pads;
- f. Temporary accesses;
- g. Temporary drainage pipes and structures;
- h. Diversion channels;
- i. Settling impoundment; and
- j. Filtration.

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

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

Payment will be made under:

Pay Item	Pay Unit
641(1) Erosion, Sediment, and Pollution Control Administration	Lump Sum
641(2) Temporary Erosion, Sediment, and Pollution Control	Contingent Sum

(10/20/11) PARKS-Special Provision

SECTION 642

CONSTRUCTION SURVEYING AND MONUMENTS

642-3.04 OFFICE ENGINEERING. Delete third sentence and replace with:

Perform the work by, or under the responsible charge of, a person registered in the State of Alaska as a Professional Land Surveyor or a Professional Engineer.

(05/01/07)E53-Standard Modification

642-4.01 METHOD OF MEASUREMENT. Add the following: Clearing required for stake visibility shall not be measured. Maintenance of stakes will not be measured.

(01/01/06)PARKS-Special Provision

642-5.01 BASIS OF PAYMENT. Add the following:

Clearing required for stake visibility is subsidiary to Item 642(1) and no separate payment shall be made. (01/01/06)PARKS-Special Provision

Replace Section 643 with the following:

SECTION 643

TRAFFIC MAINTENANCE

643-1.01 DESCRIPTION. Protect and control traffic during the contract. Furnish, erect, maintain, replace, clean, move and remove the traffic control devices required to ensure the safety of the park users and general public. Perform all administrative responsibilities necessary to implement the work. Site will be closed except for boat ramp.

643-1.02 DEFINITIONS.

Alaska Traffic Manual (ATM). The Manual on Uniform Traffic Control Devices (MUTCD) along with Alaska Supplement.

Traffic. The movement of the park users and general public through and around the project site. Traffic may consist of vehicles, pedestrians, and bicyclists.

Traffic Control Plan (TCP). A drawing or drawings indicating the method or scheme for safely guiding and protecting traffic and workers in a traffic control zone. The TCP depicts the traffic control devices and their placement and times of use.

Traffic Control Zone. A portion of the project that affects traffic and requires traffic control to safely guide and protect traffic and workers.

643-1.03 TRAFFIC CONTROL PLAN. Create and implement an approved TCP before beginning work within the project limits.

The TCP includes, but is not limited to, signs, barricades, traffic cones, plastic safety fence, and all other items required to direct traffic through or around the traffic control zone according to these Specifications and the ATM. Address in the TCPs placement of traffic control devices, including location, spacing, size, mounting height and type. Include code designation, size, and legend per the ATM and Alaska Sign Design Specifications (ASDS).

Submit new or modified TCPs to the Engineer for approval. Allow 1 week for the Engineer to review any TCP or each subsequent correction. You may change an approved TCP during construction provided you allow 48 hours for review and the Engineer approves the changes.

643-2.01 MATERIALS. Provide traffic control devices meeting the following requirements:

1. Signs. Use signs, including sign supports, that conform to Section 615, the ATM, and ASDS.
2. Barricades and Vertical Panels. Use barricades and vertical panel supports that conform to the ATM. Use Type III Barricades at least 8 feet long. Use reflective sheeting that meet AASHTO M 268 Type II or III.
3. Warning Lights. Use Type A (low intensity flashing), Type B (high intensity flashing) or Type C (steady beam) warning lights that conform to the ATM.
4. Drums. Use plastic drums that conform to the requirements of the ATM. Use reflective sheeting that meets AASHTO M 268 Type II or III.
5. Traffic Cones and Tubular Markers. Use reflectorized traffic cones and tubular markers that conform to the requirements of the ATM. Use traffic cones and tubular markers at least 28 inches high. Use reflective sheeting that meets AASHTO M 268 Type II or III.
6. Plastic Safety Fence. Use 4 foot high construction orange fence manufactured by one of the following companies, or an approved equal:
 - a. "Safety Fence" by Jackson Safety, Inc., Manufacturing and Distribution Center, 5801 Safety Drive NE, Belmont, Michigan, 49306. Phone (800) 428-8185.
 - b. "Flexible Safety Fencing" by Carsonite Composites, LLC, 19845 U.S. Highway 76, Newberry, South Carolina, 29108. Phone (800) 648-7916.
 - c. "Reflective Fencing" by Plastic Safety Systems, Inc., 2444 Baldwin Road, Cleveland, Ohio 44104. Phone (800) 662-6338.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Keep the work, and portions of the project affected by the work, in good condition to accommodate traffic safely. Provide and maintain traffic control devices and services inside and outside the project limits, day and night, to guide traffic safely.

The campground may be closed to traffic. Campground closure is intended to complete the work in this contract. All closures must be included in the Traffic Control Plan (TCP) and coordinated through the Project Engineer. Please give the Project Engineer 2 weeks notice prior to any closures.

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

643-3.02 TRAFFIC CONTROL DEVICES. Before starting construction, erect permanent and temporary traffic control devices required by the approved TCPs. Use traffic control devices only when they are needed.

Use only one type of traffic control device in a continuous line of delineating devices.

Keep signs, drums, barricades, and other devices clean at all times. Immediately replace any devices provided under this Section that are lost, stolen, destroyed, inoperable or deemed unacceptable while used on the project.

Use only traffic control devices that meet the requirements of the "Acceptable" category in the American Traffic Safety Services Association (ATSSA) "Quality Guidelines for Temporary Traffic Control Devices".

643-3.03 AUTHORITY OF THE ENGINEER. When existing conditions adversely affect the public's safety or convenience, the Contractor will receive an oral notice. A written notice will follow the oral notice according to Subsection 105-1.01, Authority of the Engineer. The notice will state the defects, the corrective actions required, and the time required to complete such actions. If you fail to take corrective actions within the specified time, the Engineer will immediately close down the offending operations until you correct the defects. The Engineer may require outside forces to correct unsafe conditions. The cost of work by outside forces will be deducted from any monies due under the terms of this Contract.

643-4.01 METHOD OF MEASUREMENT. Item 643(2) Traffic Maintenance is a lump sum item and will not be measured directly for payment. The approved schedule of values and Engineer's approval shall constitute method of measurement.

643-5.01 BASIS OF PAYMENT. Item 643(2) Traffic Maintenance will be paid for at the contract lump sum price. Payment shall be full compensation for all the labor, equipment, material, and incidentals necessary to complete the work under this Section.

Payment will be made under:

Pay Item	Pay Unit
643(2) Traffic Maintenance	Lump Sum

(06/18/13)PARKS-Special Provision

SECTION 646

CPM SCHEDULING

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

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

646-3.01 REQUIREMENTS AND USE OF SCHEDULE.

Delete item 2. 60-Day Preliminary Schedule.

Replace the first sentence of item 3. Schedule Updates. with the following: Hold job site progress meetings with the Engineer for the purpose of updating the CPM Schedule. Meet with the Engineer monthly or as deemed necessary by the Engineer.

(12/13/02)CR261-Special Provision

643-5.01 BASIS OF PAYMENT. Replace with the following: CPM Scheduling will be considered subsidiary to all other pay items. (10/24/16)PARKS-Special Provision

Add the following Section:

SECTION 647

EQUIPMENT RENTAL

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

The Engineer will provide direction to the Contractor's supervisory personnel only, not to the operators or laborers. In no case shall direction by the Engineer be construed as making the Department liable for the Contractor's responsibility to prosecute the work in the safest and most expeditious manner.

647-2.01 EQUIPMENT FURNISHED. In the performance of this work, furnish, operate, maintain, service, and repair equipment of the numbers, kinds, sizes, and capacities set forth on the Bid Schedule or as directed by the Engineer. The kinds, sizes, capacities, and other requirements set forth shall be understood to be minimum requirements. The number of pieces of equipment to be furnished and used shall be, as the Engineer considers necessary for economical and expeditious performance of the work. The equipment shall be used only at such times and places as the Engineer may direct.

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

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

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

Furnish, without direct compensation, a job superintendent or Contractor's representative together with such other personnel as are needed for Union, State, or Federal requirements and in servicing, maintaining, repairing and caring for the

Add the following Section:

SECTION 650

PARK FACILITIES

650-1.01 DESCRIPTION. This work shall consist of furnishing, constructing and placing park facilities in conformance with the plans and Special Provisions.

650-1.02 APPLICABLE ACCESSIBILITY STANDARD. Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities.

650-1.03 SUBMITTALS AND SUBSTITUTIONS. Conform to Subsection 106-1.01.

MATERIALS

650-2.01 GENERAL. All materials shall be new and conform to the details shown on the plans or as specified.

CONSTRUCTION REQUIREMENTS

650-3.01 GENERAL. The location shown on the drawings for park facilities placement are approximate. The Engineer will approve surveyed location of park facilities prior to installation.

650-4.01 METHOD OF MEASUREMENT. Park facilities with the unit measure each will be measured by the actual number of facilities completed and accepted.

Elevated Light Penetrating (ELP) Walkway will not be measured for payment but Engineers acceptance constitutes payment.

Dock – Float will be reviewed and accepted per each section of float.

Dock – Gangway will be reviewed and accepted by Engineer per each gangway.

650-5.01 BASIS OF PAYMENT. The accepted quantity of park facilities will be paid for at the contract unit price per unit of measurement for the type specified completed in place, and listed below.

ADA Accessible models of a park facility item will be compensated at the same unit price as the standard model.

Payment will be made under:

SPECIAL PROVISIONS
Bings Landing Unit, KRSMA
Floating Dock
Project Number 74056-1

equipment, tools, supplies, and materials provided by the Contractor and involved in the performance of the work.

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

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

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

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

647-4.01 METHOD OF MEASUREMENT. The number of hours of equipment operation to be paid for shall be the actual number of hours each fully operated specified unit of equipment is actually engaged in the performance of work in the designated areas according to the direction of the Engineer. The pay time will not include idle periods, time used in oiling, servicing, or repairing of equipment, or in making changeovers of parts to the equipment. Travel time to or from the work site project will not be authorized for payment.

647-5.01 BASIS OF PAYMENT. Payment for Item 647(6) Hydraulic Excavator, 1 CY, 100 HP, Minimum will be paid at the contract price for the number of hours required to complete the work according to the Engineer's direction. This shall be full compensation for furnishing, operating, maintaining, servicing and repairing the equipment, and for incidental costs related to the equipment. Furnishing and operating of equipment of heavier type, larger capacity, or higher wattage than specified will not entitle the Contractor to extra compensation.

Payment will be made under:

Pay Item	Pay Unit
647(6) Hydraulic Excavator, 1 CY, 100 HP, Minimum	Hour

(08/24/05)R15-Special Provision

Pay Item	Pay Unit
650(12) ELP Walkway	Lump Sum
650(14A) Dock – Float	Each
650(14B) Dock – Gangway	Each

(05/02/11) PARKS-Special Provision

APPENDIX A

PERMITS

PERMIT DESCRIPTION	ISSUE DATE	EXPIRE DATE
Kenai Peninsula Borough Habitat Protection	7/20/2016	12/31/2017
Kenai Peninsula Borough Flood Plain Development	8/26/2016	8/26/2017
Department of Natural Resources Title 16 Fish Habitat Permit	7/15/2016	N/A
U.S. Army Corps of Engineers Nationwide Permit II: Temporary Recreational Structures	N/A	N/A

PLEASE DISPLAY THIS SIGN SO IT IS VISIBLE FROM THE RIVER. THIS SIGN SHOULD BE POSTED DURING ALL PHASES OF CONSTRUCTION.



11684

RC#

RIVER CENTER PERMITTED PROJECT

Applicant **ADNR DPOR D and C**

KPB Parcel **06508125 and 06514001**

Legal Description : **T 5N R 8W SEC 20 Seward Meridian KN GOVT LOT 1 AND LOT 3**

Authorized Work: Applicant is proposing to extend the 100-foot existing walkway by adding the following Elevated Light Penetrating (ELP) walkways (6'x9'3/4", 6'x7'10", 6'x12', 6'x8') including a 4' section off the back to accommodate the lifting frame that is needed to control the new removable 18'x3'8" ELP gangway to a 8'x66" (2- 8'x33") floating dock. The purpose of the project is to increase functionality of the site while protecting sensitive riparian habitat from user impact and erosion.

Permits Issued:

KPB Floodplain

KPB Habitat Protection

ADFG Division of Habitat

Expiration:

8/27/2017

12/31/2017

Lifetime

Questions regarding this permit should be directed to the Gilman River Center, (907) 714-2460



514 Funny River Road • Soldotna, AK 99669 • (907) 714-2460 • Fax: (907) 260-5992

Mike Navarre
Borough Mayor

KENAI PENINSULA BOROUGH – HABITAT PROTECTION DISTRICT PERMIT

7/20/2016

RC Number: 11684

Issued: 7/20/2016

Expires: 12/31/2017

ADNR DPOR D and C
550 West 7th Ave Suite 1340
Anchorage, AK 99501

Dear Applicant:

Pursuant to KPB 21.18, the Kenai Peninsula Borough (KPB) River Center has reviewed and approved your permit application. The project must be completed as described in the submitted application and subject to the terms and conditions stated below.

The location of the work is as follows:

Parcel ID: 06508125 and 06514001
Legal Desc: T 5N R 8W SEC 20 Seward Meridian KN GOVT LOT 1 AND
LOT 3
Waterbody: Kenai River

Applicant's Project Description

Applicant is proposing to extend the existing 100-foot walkway by adding the following elevated light penetrating (ELP) walkways (6'x9³/₄", 6'x7'10", 6'x12', 6'x8') including a 4' section off the back to accommodate the lifting frame that is needed to control the new 18'x3'8" ELP gangway to a 8'x66' (2- 8'x33') floating dock. The purpose of the project is to increase functionality of the site while protecting sensitive riparian habitat from user impact and erosion. The walkway, gangway and docks will be seasonally removed.

Permitted Activity within the Habitat Protection District

This project is within the 50-foot habitat protection area and is allowable under KPB 21.18. In accordance with KPB 21.18, the following minimum requirements must be followed:

1. Applicant will plant two trees for every tree that will need to be removed to complete the

project.

The Gatewalk will be constructed according to the following conditions:

1. Construct 41-feet of 60% light penetrating (ELP) gatewalk along the river's edge, as described in submitted plans.
2. The ELP gatewalk, except for structural members, shall be constructed at least 4-inches above grade.
3. No portion of the gatewalk will be constructed below Ordinary High Water (OHW).
4. The riverside facing surfaces of the ELP gatewalk along the river will cantilever no more than one foot over the river's edge.
5. The structure must be securely anchored to resist flotation, collapse, or lateral movement during flood events.
6. Any portion of the gatewalk structure that collapses into the Kenai River due to natural erosion or structural deterioration shall be immediately removed.
7. Permittee will advise the River Center of any disturbance to the vegetation within the Habitat Protection District.

Conditions of the Permit

If changes to the approved project described above are proposed prior to or during its siting, construction, or operation the permittee is required to notify the Kenai Peninsula Borough at the River Center to determine if additional approval will be required.

The permittee shall minimize damage to all vegetation and shall revegetate any disturbed areas, from Ordinary High Water, landward to 50-feet, resulting from the construction project. Revegetation shall be accomplished according to approved River Center methods. Construction techniques and best management practices shall be utilized to ensure that runoff is detained, diverted or filtered prior to reaching a water body.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give authorized representatives of the Kenai Peninsula Borough free and unobstructed access, at safe and reasonable times, to the project site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

The permittee is responsible for the actions of the contractors, agents, or other persons who perform work to accomplish the approved activity. For any activity that deviates from the approved plan, the permittee shall notify the Kenai River Center and obtain written approval before beginning the activity.

The permittee is solely responsible for obtaining all necessary local, state, and federal permits before beginning work. Issuance of this specific permit does not constitute final approval.

Trees or other vegetation used in restoration work shall not be obtained within 50-feet of borough regulated anadromous water bodies.

In addition, the following conditions are necessary to ensure project consistency with the Kenai Coastal Management Program:

- **2.2. Erosion.** Developers shall retain existing vegetative cover in designated erosion-prone areas to the greatest extent practicable. In cases where development or other activities lead to removal of vegetation, erosion shall be prevented or, if it occurs, shall be remedied through revegetation (with native species if available) or by other suitable measures.

If you have any questions regarding this permit, you can contact me at 907-714-2463.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nancy Carver".

Nancy Carver
Resource Planner
Donald E. Gilman River Center



514 Funny River Road • Soldotna, AK 99669 • (907) 714-2460 • Fax: (907) 260-5992

Mike Navarre
Borough Mayor

INITIAL FLOODPLAIN DEVELOPMENT PERMIT

8/26/2016

RC Number: 11684

Issued: 8/26/2016

Expires: 8/26/2017

ADNR DPOR Design and Construction
550 West 7th Ave Suite 1340
Anchorage, AK 99501

Dear Chet Fehrmann:

Pursuant to KPB Chapter 21.06, Floodplain Management, this is the approved floodplain development permit for your proposed project. Please review the entire document, as you are responsible for meeting all terms and conditions contained herein. See below for the additional documentation that is required to complete this permit. This documentation must be submitted prior to the expiration date shown above for your project to be in compliance.

Project Location

KPB Parcel ID: 06508125 and 06514001
Legal Description: T 5N R 8W SEC 20 Seward Meridian KN GOVT LOT 1 AND LOT 3
Physical Address: Bing's Landing Campground and Day Use Area

Floodplain Determination

Map Panel: 020012-2070A
Effective Date: 5/19/1981
Flood Zone(s): A5, C, Floodway

Project Description

Authorization is requested to make the following improvements to the Bing's Landing Day Use Area: extend the 100-foot existing walkway by adding the following elevated light penetrating (ELP) walkways (6'x9'3/4", 6'x7'10", 6'x12', 6'x8') including a 4' section off the back to accommodate the lifting frame that is needed to control the new retractable 18'x3'8" ELP gangway to a 8'x66' (two 8'x33' floating sections) floating dock. The ELP walkway extension will be supported by six 6-inch pilings. The floating dock will be supported by two 8-inch pilings, a portion of each of which can be removed at 3 inches above grade. The gangway, removable pilings and floating dock will be removed seasonally. A pile driver will access the area at low water from the boat launch to install the pilings. The purpose of the project is to increase functionality of the site while protecting sensitive riparian habitat from user impact and erosion.

Permit Conditions

The proposed project within the special flood hazard area must be built to the following minimum requirements, in accordance with KPB Chapter 21.06.050:

Project activities may not result in an increase in base flood levels above, within or below the project limits.

You have submitted a no-rise certification and conveyance calculations that have been verified and accepted by the Floodplain Administrator. You are permitted to work in the regulatory floodway only as specifically described in this permit and your approved application.

All platforms, stairs, or floating docks must be anchored during placement and for the life of the project. "Duck bill" anchors attached with cables to components of the structures are an acceptable and recommended means of anchoring. Clips or other means of attaching the structures to the cables might be utilized to permit portability for seasonal removal, but the structures must be securely and continuously anchored while in the floodplain to resist flotation, collapse, or lateral movement during flood events.

All new construction and substantial improvements must be constructed using methods and practices that minimize flood damage and with materials and utility equipment that are resistant to flood damage.

All new construction and substantial improvements must be anchored to prevent unintended flotation, collapse, or lateral movement of the structure during flood events.

Heavy equipment used for this project may only be located in the regulatory floodway for the minimum time necessary to complete the project. When not in use, the equipment must be parked in an upland location outside of the floodway.

Required Additional Documentation

The following documentation must be submitted prior to the expiration of this permit for your project to be in compliance: photographs of the completed project from two perspectives. These photographs may be submitted by email to bharris@kpb.us.

Upon receipt of this additional documentation, a final inspection of the property may be required. Once all conditions and stipulations of this permit have been satisfied, your final floodplain development permit will be issued.

Advisories

Federal regulation 44 CFR §59 states that this floodplain development permit is valid until the expiration date above, provided that work on this project begins within 180 days of the issue date. If work does not begin within 180 days, this permit will expire at the end of that period and you will be required to resubmit your application.

KPB Chapter 21.06 states that all proposed construction or development in the flood hazard areas of the Kenai Peninsula requires a floodplain development permit. "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining,

dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

All encroachments in the regulatory floodway, including fill, new construction, substantial improvements, and other development are prohibited unless certification by an engineer or architect, licensed and registered in the State of Alaska, is provided demonstrating, through hydrologic and hydraulic analyses, that these encroachments will not result in any increase in flood levels during the occurrence of the base flood discharge. This certification is known as a conveyance calculation or a "no-rise" certification and must be submitted and verified before a floodplain development permit will be issued.

The permittee named above is responsible for the actions of the contractors, agents, and any other persons who perform work to accomplish the approved plan. For any activity that deviates from the approved plan, the permittee shall notify the River Center and obtain written approval before beginning the activity.

Compliance with the conditions and stipulations of all other necessary local, state and federal permits is required. The permittee is solely responsible for obtaining all necessary local, state, and federal permits before beginning work.

Flood information used to issue this permit is based on the regulatory floodplain maps for the Kenai Peninsula Borough. This permit does not imply the referenced project areas will or will not be free from flooding or damage. Larger floods can and will occur on rare occasions. This information does not create liability on the part of the Borough, its officers or employees, or the Federal Insurance Administration, for any damage that results from reliance on this information.

Please contact me with any questions or modifications to the permitted project activities at (907) 714-2464 or bharris@kpb.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryr Harris", written in a cursive style.

Bryr Harris
Floodplain Administrator, CFM



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of
Fish and Game**

DIVISION OF HABITAT
Kenai Peninsula Office

514 Funny River Road
Soldotna, Alaska 99669-8255
Main: 907.714.2475
Fax: 907.260.5992

FISH HABITAT PERMIT FH 16-V-0259

ISSUED: July 15, 2016
EXPIRES: Lifetime of Structure

Alaska Department of Natural Resources (ADNR)
Division of Parks and Outdoor Recreation (DPOR) Design & Construction
Chet Fehrmann
550 W. 7th Ave., Suite 1340
Anchorage, AK 99501

Dear Mr. Fehrmann:

Re: Gangway/Floating Dock
Kenai River – Stream No. 244-30-10010
Section 21, T 5N, R 8W, S.M.
Kenai Peninsula Borough Parcel No. 065-140-01
River Center Tracking No. 11684

Pursuant to AS 16.05.871(b), the Alaska Department of Fish and Game (ADF&G), Division of Habitat, has reviewed your proposal to install and maintain a pile-supported floating dock, 66-foot by 8-foot, with an 18-foot retractable gangway to provide access to the floating dock. Outside the authority of this permit and above ordinary high water (OHW), an elevated, light penetrating (ELP) walkway will be installed as a downstream extension of the existing ELP walkway to provide access to the floating dock. The project will take place at the Bing's Landing boat launch on the right bank of the Kenai River at river mile 39.5, KN Govt. Lot 3.

Project Description

Six 6-inch diameter pilings will support the ELP walkway extension and two 8-inch pilings will support the floating dock. Two 33-foot by 8-foot floating sections will be connected together for the floating dock with a piling to support each section. The 8-inch pilings will have a removable portion 3 inches above grade. The gangway, pilings, and dock will be removed seasonally. A pile driver will access the area at low water from the boat launch to install the pilings.

Anadromous Fish Act

The Kenai River has been specified as being important for the migration, spawning and rearing of anadromous fish pursuant to AS 16.05.871 (a). The Kenai River provides spawning and migration habitat for Chinook, sockeye, pink, chum and coho salmon and other species of resident fish.

In accordance with AS 16.05.871(d), project approval is hereby given subject to the project description above and the following stipulations:

1. On all new docks, flotation shall be of materials which will not become waterlogged or sink when punctured. Closed cell (extruded) expanded polystyrene or equivalent material of good quality and manufactured for marine use is required. Styrofoam bead flotation shall be encapsulated within a durable outer containment liner that prevents fractured beads of Styrofoam from releasing into the waterbody.
2. The floating dock shall be removed seasonally from October 31 to April 15 and stored in an upland location.
3. The wooden portions of docks, access ramps, abutments, or pilings shall not be treated with any preservative containing pentachlorophenol or creosote. Wood preservatives must be applied using pressure treatment rather than painted on or allowed to soak into the wood.
4. All construction activities below the ordinary high water elevation shall occur at low water when the project site is de-watered. There shall be no tracked or wheeled equipment operated within the waters of the Kenai River.

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 stipulation 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 the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when a deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the project site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

This letter constitutes a permit issued under the authority of AS 16.05.871 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under

their respective authorities. This determination does not relieve you of your responsibility to secure other state, federal, or local permits. You are still required to comply with all other applicable laws.

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. The department reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which was a direct result of the 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.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330-630.

Any questions or concerns about this permit may be emailed to brian.blossom@alaska.gov or call (907) 714-2481.

Sincerely,

Sam Cotten, Commissioner



By: Ginny Litchfield
Kenai Peninsula Area Manager
ADF&G, Division of Habitat

cc: KRC File

By email only:

AWT Soldotna
ADF&G Soldotna

COE - KFO



514 Funny River Road • Soldotna, AK 99669 • (907) 714-2460 • Fax: (907) 260-5992

Mike Navarre
Borough Mayor

Dear ADNR DPOR D and C:

PARCEL ID: 06508125 and 06514001

PROJECT DESCRIPTION: Applicant is proposing to extend the 100-foot existing walkway by adding the following Elevated Light Penetrating (ELP) walkways (6'x9³/₄", 6'x7'10", 6'x12', 6'x8') including a 4' section off the back to accommodate the lifting frame that is needed to control the new removable 18'x3'8" ELP gangway to a 8'x66' (2- 8'x33') floating dock. The purpose of the project is to increase functionality of the site while protecting sensitive riparian habitat from user impact and erosion.

Enclosed please find the individual permits from the following River Center Agencies:

Expiration	Agency
<input type="checkbox"/> 12/31/2017	Kenai Peninsula Borough, Habitat Protection
<input type="checkbox"/> 8/27/2017	Kenai Peninsula Borough, Floodplain Development
<input type="checkbox"/> Lifetime	State of Alaska, Department of Fish & Game Habitat Division

Each of these permits have expiration dates. Please review them carefully. If you are unable to complete your project by the expiration dates, you must apply for an extension to your permits.

The permittee is responsible for the actions of the contractors, agents, or other persons who perform work to accomplish the approved plan. For any activity that deviates from the approved plan, the permittee shall notify the River Center and obtain written approval before beginning the activity.

If you have any questions regarding your project please contact the River Center at (907) 714-2460.

11. Temporary Recreational Structures. Temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as water skiing competitions and boat races or seasonal use, provided that such structures are removed within 30 days after use has been discontinued. At Corps of Engineers reservoirs, the reservoir manager must approve each buoy or marker individually. (Section 10)

APPENDIX B

SPECIAL REPORTS

Soil or Special Reports are not available for this project. Contractors are highly encouraged to conduct an examination of the work site as per Subsection 102-1.04 Examination of Plans, Specifications, Special Provisions, and Work Site.

APPENDIX C

EROSION SEDIMENT CONTROL PLAN

(ESCP)

The Alaska Department of Natural Resources (ADNR) Division of Parks and Outdoor Recreation (DPOR) Design and Construction Section (D&C) has created this Erosion and Sediment Control Plan (ESCP). This ESCP shall be amended by the Contractor to incorporate the projects material source sites, HMCP, SPCC, and any other modification the contractor determines is necessary.

The Contractor shall use the attached ESCP to meet Alaska Department of Environmental Conservation requirements for construction.

SITE DESCRIPTION:

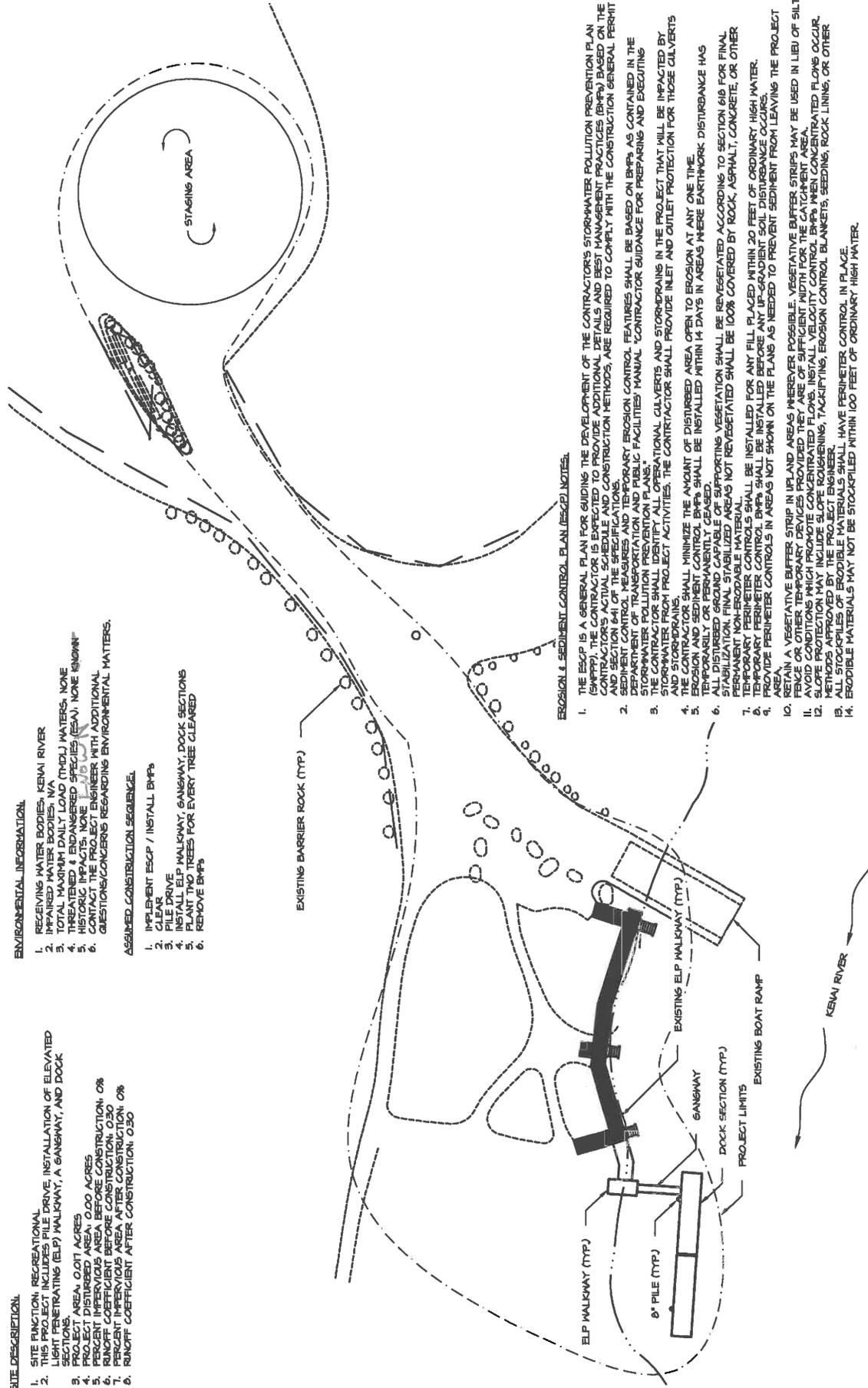
1. SITE FUNCTION: RECREATIONAL
2. THIS PROJECT INCLUDES PILE DRIVE, INSTALLATION OF ELEVATED WALKWAY PENETRATING (ELP) WALKWAY, A GANGWAY, AND DOCK
3. PROJECT AREA: 0.011 ACRES
4. PROJECT DISTURBED AREA: 0.00 ACRES
5. PERCENT IMPERVIOUS AREA BEFORE CONSTRUCTION: 0%
6. RUNOFF COEFFICIENT BEFORE CONSTRUCTION: 0.30
7. PERCENT IMPERVIOUS AREA AFTER CONSTRUCTION: 0%
8. RUNOFF COEFFICIENT AFTER CONSTRUCTION: 0.30

ENVIRONMENTAL INFORMATION:

1. RECEIVING WATER BODIES: KEVAI RIVER
2. IMPAIRED WATER BODIES: N/A
3. TOTAL MAXIMUM DAILY LOAD (TMMDL) WATERS: NONE
4. THREATENED & ENDANGERED SPECIES (ESA): NONE KNOWN
5. HISTORIC IMPACTS: NONE KNOWN
6. CONTRACT THE PROJECT ENGINEER WITH ADDITIONAL QUESTIONS/CONCERNS REGARDING ENVIRONMENTAL MATTERS.

ASSIGNED CONSTRUCTION SEQUENCE:

1. IMPLEMENT ESCP / INSTALL BMPs
2. CLEAR
3. PILE DRIVE
4. INSTALL ELP WALKWAY, GANGWAY, DOCK SECTIONS
5. PLANT TREES FOR EVERY TREE CLEARED
6. REMOVE BMPs



EROSION & SEDIMENT CONTROL PLAN (ESCP) NOTES:

1. THE ESCP IS A GENERAL PLAN FOR GUIDING THE DEVELOPMENT OF THE CONTRACTOR'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS EXPECTED TO PROVIDE ADDITIONAL DETAILS AND BEST MANAGEMENT PRACTICES (BMPs) BASED ON THE SPECIFIC SITE CONDITIONS AND CONSTRUCTION METHODS. THESE DETAILS AND BEST MANAGEMENT PRACTICES (BMPs) SHALL BE BASED ON THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES' MANUAL "CONTRACTOR GUIDANCE FOR PREPARING AND EXECUTING STORMWATER POLLUTION PREVENTION PLANS."
2. THE CONTRACTOR SHALL IDENTIFY ALL OPERATIONAL CULVERTS AND STORMDRAINS IN THE PROJECT THAT WILL BE IMPACTED BY THE PROJECT AND PROVIDE PROTECTION FOR THESE CULVERTS AND STORMDRAINS.
3. THE CONTRACTOR SHALL MINIMIZE THE AMOUNT OF DISTURBED AREA OPEN TO EROSION AT ANY ONE TIME.
4. EROSION AND SEDIMENT CONTROL BMPs SHALL BE INSTALLED WITHIN 14 DAYS IN AREAS WHERE EARTHWORK DISTURBANCE HAS OCCURRED AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
5. DISTURBED GROUND CAPABLE OF SUPPORTING VEGETATION SHALL BE REVEGETATED ACCORDING TO SECTION 618 FOR FINAL EROSION CONTROL. NON-ERODIBLE MATERIALS SHALL NOT BE REVEGETATED.
6. TEMPORARY PERIMETER CONTROLS SHALL BE INSTALLED FOR ANY FILL PLACED WITHIN 20 FEET OF ORDINARY HIGH WATER.
7. TEMPORARY PERIMETER CONTROLS BMPs SHALL BE INSTALLED BEFORE ANY UP-SLOPE SOIL DISTURBANCE OCCURS.
8. PROVIDE PERIMETER CONTROLS IN AREAS NOT SHOWN ON THE PLANS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA.
9. VEGETATIVE BUFFER STRIP IN INLAND AREAS WHEREVER POSSIBLE. VEGETATIVE BUFFER STRIPS MAY BE USED IN LIEU OF SILT FENCE OR OTHER TEMPORARY PERIMETER CONTROLS.
10. VEGETATIVE BUFFER STRIPS SHALL BE INSTALLED WITHIN 20 FEET OF ORDINARY HIGH WATER.
11. AVOID CONDITIONS WHICH PROMOTE CONCENTRATED FLOWS. SLOPE PROTECTION MAY INCLUDE SLOPE ROUGHENING, TACKIFYING, EROSION CONTROL BLANKETS, SEEDING, ROCK LINING, OR OTHER METHODS APPROVED BY THE PROJECT ENGINEER.
12. ALL STOCKPILES OF ERODIBLE MATERIALS SHALL HAVE PERIMETER CONTROL IN PLACE.
13. ERODIBLE MATERIALS MAY NOT BE STOCKPILED WITHIN 100 FEET OF ORDINARY HIGH WATER.



**APPENDIX D
MASTER MATERIAL CERTIFICATION
LIST (MCL)**

MATERIALS CERTIFICATION LIST

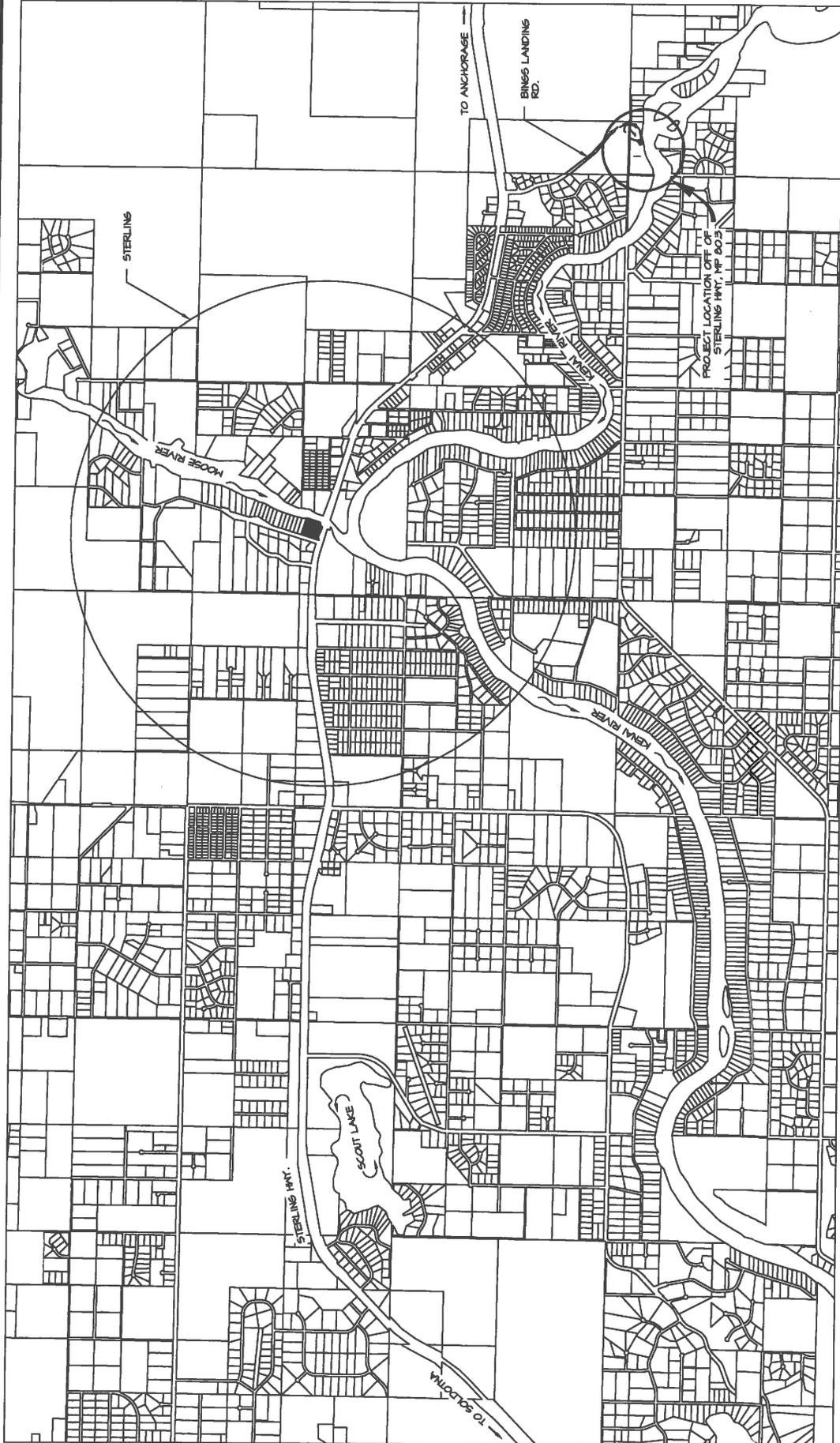
Specifications	Construction			Design			Statewide	Manufacturer/ Remarks
	Approved Products List	Project Engineer	QA/Materials Engineer	Design Engineer	Bridge Engineer	Traffic Engineer	State Materials Engineer	

Project Name: Blings Landing Unit, KRSMA Floating Dock
 Project Number: 74056-1
 Project Engineer Signature: _____

505 PILING Pile Material								
641 BMP BMP								
643 TRAFFIC CONTROL DEVICES Traffic Control Devices Permanent Construction Signs								
650 PARK FACILITIES - GENERAL Structural Steel Structural Aluminum Fasteners Paint								
Metal Primer Paint Enamel Paint Fiberglass Grating Grip Tape Hand Railing								
650 ELP WALKWAY Connectors								
650 DOCK FLOAT Connectors Aluminum Cleats Floats								
650 GANGWAY Gangway								

APPENDIX E

VICINITY MAP



GRAPHIC SCALE
(IN FEET)

PROJECT LOCATION:
1. T 5N R 6W SEC 21 SEWARD MERIDIAN KN GOV'T LOT 3

NOTES:
1. BASE MAP OBTAINED FROM THE KENAI BOROUGH GIS WEBSITE, 2015. LISTED MILEPOSTS ARE APPROXIMATE.

