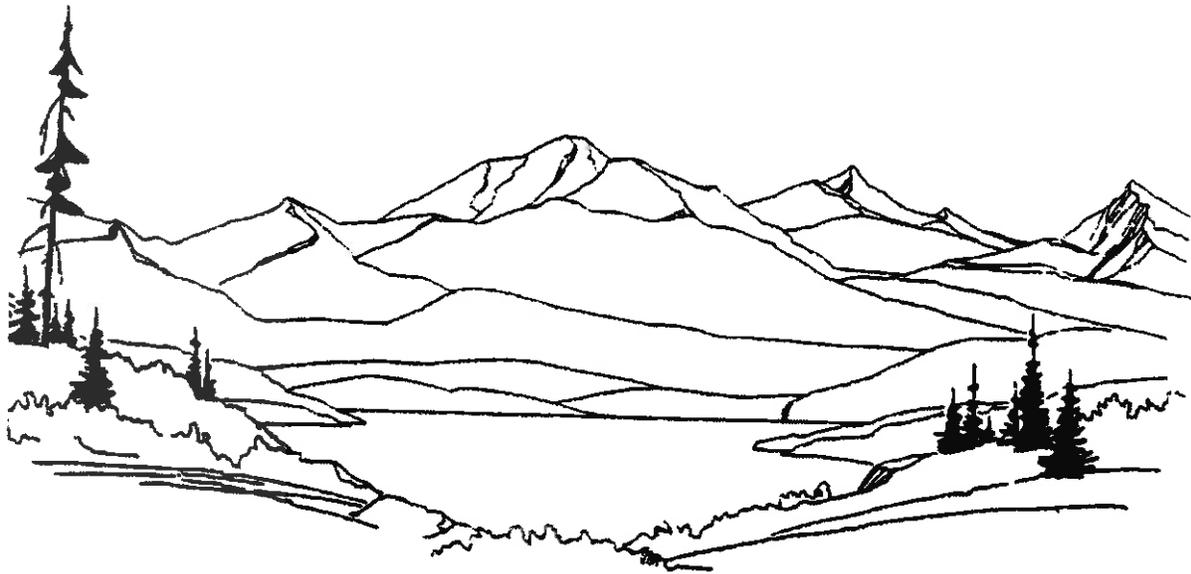


**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES**

**DIVISION OF PARKS  
AND  
OUTDOOR RECREATION**



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

**CONCRETE TOILET  
INSTALLATION 2016  
PROJECT NO. 76355-1**

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STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**INVITATION FOR BIDS**  
for Construction Contract

Date April 28, 2016

**Concrete Toilet Installation 2016, Project No. 76355-1**

Project Name and Number

Location of Project: Statewide – See Plans for Details

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 will include furnishing and installing concrete toilet units and accessories as described within the specifications and plans at two locations: Eklutna Tailrace, near Palmer and Pile Driver Slough, near Fairbanks.

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 September 16, 2016.  
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. 7<sup>th</sup> Ave., Suite 1380; Anchorage, AK 99501 on the 19 of May 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:

<p><b>Bid for Project:</b></p> <p><b>Concrete Toilet Installation 2016</b> <b>Project No. 76355-1</b></p>	<p><b>ATTN:</b></p> <p><b>Design &amp; Construction Section</b> <b>Division of Parks &amp; Outdoor Recreation</b> <b>550 W. 7<sup>th</sup> Ave., Suite 1380</b> <b>Anchorage AK 99501</b></p>
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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) 269-8907.

*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

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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

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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:

Jake Gondek, P.E.  
Project Manager  
Fax: (907) 269-8917      Phone: (907) 269-8756      Email: [jacob.gondek@alaska.gov](mailto:jacob.gondek@alaska.gov)

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All questions concerning bidding procedures should be directed to:

Rys Miranda, P.E.  
Chief, Design & Construction  
550 W. 7<sup>th</sup> Ave., Suite 1340  
Anchorage AK 99501  
Phone: (907) 269-8736

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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 2015. Available online at: [http://www.dot.state.ak.us/stwddes/dcsspecs/pop\\_hwyspecs\\_english.shtml](http://www.dot.state.ak.us/stwddes/dcsspecs/pop_hwyspecs_english.shtml)
  - b. Alaska Test Methods Manual (Lab & Field), 2016 Edition. Available online at: [http://www.dot.state.ak.us/stwddes/desmaterials/mat\\_waqtc/pop\\_testman.shtml](http://www.dot.state.ak.us/stwddes/desmaterials/mat_waqtc/pop_testman.shtml)
2. Other Publications. These items are available upon request from the Department of Natural Resources, Division of Parks & Outdoor Recreation, Design & Construction Section (DNR-DPOR-D&C) at 550 West 7<sup>th</sup> Avenue, Suite 1340, Anchorage, AK:
  - a. Quantity Computations.
3. Materials Certification List (MCL). The MCL provides the Engineer with the appropriate approving authority. Submit certification for each material to the Engineer. The MCL is included in Appendix C.
4. 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](http://labor.alaska.gov/lss/forms/2015-07-01-Res_Hire_Info_Notice.pdf)





STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**REQUIRED DOCUMENTS**  
Federal-Aid Contracts

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

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

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

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

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

1. **Construction Contract (Form 25D-10A)**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (25D-8)**
5. **Certificate of Insurance (from carrier)**
6. **EEO-1 Certification (Form 25A-304)**



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES



**SUBCONTRACTOR LIST**

**Concrete Toilet Installation 2016, Project No. 76355-1**

**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 day on the fifth working day after receipt of written or verbal 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 NUMBER	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE SIDE

I hereby certify that the listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of subcontract.

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:

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

NO       YES      If YES, describe type and quantity:

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

NO       YES      If NO, explain:

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**C. EXPERIENCE**

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

NO       YES      If YES, explain:

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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

**Concrete Toilet Installation 2016, Project No. 76355-1**

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 **April 28, 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 **Statewide**, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 2 sheets, which is made a part of this Bid.

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

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of 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 **September 16, 2016**, 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.



## BID SCHEDULE

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

Project Name: Concrete Toilet Installation 2016  
 Project Number: Project No. 76355-1

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: Bids will be compared on the basis of the adjusted bid amount for determination of the low bidder. Contract award will be made on the basis of the basic bid or the basic bid plus additive alternate(s) to the extent of the availability of construction funds. If the order of bidders is not affected, award may be made on any combination of alternates. If the order of bidders is affected, award may be made on any number of alternates in the order listed, or none, as may be in the best interest of the Department. Alternates are not, however, part of the 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 *****					
203(6A)	Borrow, Type A	C.Y.V.M.	84	\$	\$
301(1)	Aggregate Base Course, Grading D-1	Ton	60	\$	\$
640(1)	Mobilization and Demobilization	L.S.	All Req'd	\$	\$
641(1)	Erosion, Sediment, and Pollution Control Administration	L.S.	All Req'd	\$	\$
641(2)	Temporary Erosion, Sediment, and Pollution Control	C.S.	All Req'd	\$	\$
641(3)	ESCP Price Adjustment	C.S.	All Req'd	\$	\$
643(2)	Traffic Maintenance	L.S.	All Req'd	\$	\$

BID SCHEDULE  
 Concrete Toilet  
 Installation 2016  
 Project Number 76355-1

Name of Bidding Firm \_\_\_\_\_

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
***** CONTINUE BASIC BID *****					
647(6)	Hydraulic Excavator, 1C.Y., 100HP Minimum	Hour	6	\$	\$
650(21)	Barrier Rock	Each	12	\$	\$
654(2)	Double Concrete Vaulted Toilet	Each	3	\$	\$
TOTAL BASIC BID					\$

No: \_\_\_\_\_ Expires \_\_\_\_\_  
Alaska Business License

No: \_\_\_\_\_ Expires \_\_\_\_\_  
Alaska Contractor's License



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**CONSTRUCTION CONTRACT**

**Concrete Toilet Installation 2016, Project No. 76355-1**  
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: **September 16, 2016** 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**

---

**Email Address**

---

**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

**Concrete Toilet Installation 2016, Project No. 76355-1**

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

**Concrete Toilet Installation 2016, Project No. 76355-1**

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

**Concrete Toilet Installation 2016, Project No. 76355-1**

Project Name and Number

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	[ ] Individual	[ ] Partnership
	[ ] Joint Venture	[ ] Corporation
STATE OF INCORPORATION: _____		

SURETY(IES) (Name and business address):

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

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

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

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

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

**PRINCIPAL**

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

Corporate Seal

See Instructions on Reverse

**CORPORATE SURETY(IES)**

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

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

<b>Surety C</b>	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 NATURAL RESOURCES

## FEDERAL EEO BID CONDITIONS

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

1. Definitions. As used in these specifications:
  - a. “**Covered area**” means the geographical area described in the solicitation from which this contract resulted;
  - b. “**Director**” means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor (DOL), or any persons to whom the Director delegates authority;
  - c. “**Employer**” identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “**Minority**” includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or subcontractor’s failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period of an approved training program and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the DOL. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through 7(p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
16. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
17. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as set forth in item 20.

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally and non-federally involved construction.

The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

20. Goal and Timetable

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

**ALASKA GOAL AND TIMETABLE FOR WOMEN\***

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

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

**ALASKA GOALS AND TIMETABLE FOR MINORITY UTILIZATION**

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

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

\*\* The Director, from time to time, shall issue goals and timetables for minority and female utilization that shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects, or construction contracts performed in specific geographical areas. The goals shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

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





STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**EEO-1 CERTIFICATION**  
Federal-Aid Contracts

**Concrete Toilet Installation 2016, Project No. 76355-1**  
Project Name and Number

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

**PLEASE CHECK APPROPRIATE BOXES**

The  Bidder  Proposed Subcontractor hereby CERTIFIES:

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

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

NO (go to PART B)  YES (go to PART C)

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

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

Telephone number: (757) 461-1213

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

NO  YES

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

**PART C**

Signature of Authorized Company Representative

Title

Company Name

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

Date

( )

Phone Number



# **SPECIAL PROVISIONS**

to the

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

2015 STANDARD SPECIFICATIONS for HIGHWAY CONSTRUCTION

**CONCRETE TOILET**

**INSTALLATION 2016**

**PROJECT NUMBER 76355-1**



## 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

**PLANS.** Replace with the following: The Department's Contract drawings, profiles, typical cross sections, standard drawings, and supplemental drawings or reproductions showing the location, character, dimensions, and details of the work. (01/27/07)E32-Standard Modification

**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

**SUBGRADE.** Replace with the following: The soil or embankment upon which the pavement structure is constructed. (01/01/06)E22-Standard Modification

Add the following definition:

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

## 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

**102-1.05 PREPARATION OF BID.** Modify the second sentence in the third paragraph, after: "If a bidder is a corporation, the bid must be signed by a corporate officer," add: or agent. (06/30/04)E18-Standard Modification

**102-1.11 ADDENDA REQUIREMENTS.** Add the following: No claim or protest will be allowed based on the bidder's allegation that he did not receive all of the addenda for an Invitation For Bids.  
(09/15/08)PARKS-Special Provision

## SECTION 103

### AWARD AND EXECUTION OF CONTRACT

Replace Subsection 103-1.05 with the following:

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

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

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

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

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

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

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

1. Becomes insolvent or is declared bankrupt;
2. Loses its right to do business in any state affecting the work;
3. Ceases to meet Contract requirements;

#### SPECIAL PROVISIONS

Concrete Toilet

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4. Fails to furnish reports of financial condition upon request; or
5. Otherwise becomes unacceptable to the Department.

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

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

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

(02/22/09)E65-Standard Modification

## SECTION 104

### SCOPE OF WORK

**104-1.01 INTENT OF CONTRACT.** Add to the end of this subsection:

The Contractor is responsible for the means, methods, techniques, sequence or procedures of construction, safety, quality control, and to perform or furnish the work in accordance with the Contract documents.

(07/28/08)E58-Standard Modification

**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.**

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Locate Call Centers:

Anchorage	278-3121
Statewide	(800) 478-3121

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(10/11/10) CR3-Special Provisions

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

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

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

(01/27/07)E33-Standard Modification

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

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

(07/28/08)E59-Standard Modification

**105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION.** Modify the first paragraph, Item 4., after: "DOLWD" add: and State Department of Revenue.  
(06/30/04)E19-Standard Modification

**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:

**105-1.18 CONSTRUCTION LIMITATIONS.** It is the intent of this contract to construct these facilities without entering land outside project limits. Equipment, materials, and manpower shall not be allowed outside project limits without prior approval of the Engineer. Excavation of any kind shall only be stored within project limits while awaiting final placement or disposal. The Contractor shall not use construction equipment or workers that, in the opinion of the Engineer, cannot consistently operate within project limits.

(01/01/01)PARKS-Special Provision

## SECTION 106

### CONTROL OF MATERIAL

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** Replace the first paragraph with the following: The materials used on the work shall meet all quality requirements of the contract. Approval, subject to field inspection, shall be given by the Engineer based on inspection reports indicating full compliance with the Specifications. Cost of testing for specification compliance shall be the Contractor's responsibility. (01/01/01)PARKS-Special Provision

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** In fifth paragraph, in two places remove the text: "Approved Products List" and replace with: *Qualified Products List* (01/27/07)E36-Standard Modification

Add the following:

Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Materials or equipment of other suppliers may be accepted by the Department if sufficient information is submitted by the Contractor which clearly demonstrates to the Department that the material or equipment proposed is equivalent or equal in all aspects to that named. Requests for review of substitute items of material and equipment will not be accepted by the Department from anyone other than the Contractor.

If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Department for approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and approval of the proposed substitute will not delay the Contractor's achievement of final completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents to adapt the design to the proposed substitute. Any payment of license fee or royalty in connection with the substitute shall be borne by the Contractor.

Submittals are required for all materials. Submittal approval by the Department is required prior to incorporation of materials into work. Complete submittal information is required to be on the job site at all times during construction. Contractor shall make materials available for inspection in a convenient manner, at the time of arrival, for conformance with the submittal information and contract documents. Materials found to differ from contract specifications shall be replaced at no additional expense to Department.

When materials or work are specified to be per manufacturer's recommendations, submit written manufacturer's recommendations for the materials or work prior to commencing work or incorporating materials into work.

(01/01/01)PARKS-Special Provision

#### **106-1.02 MATERIAL SOURCES.**

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

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

4. d. Available Sources. Replace the second paragraph with the following: When the Department furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the accuracy and completeness of this data, for assumptions the Contractor makes based on this data, and for exploring Available Sources to the Contractor's satisfaction.
  
4. e. Excluded Material Sources. Replace the paragraph with the following: Some material sources may not be considered acceptable regardless of location or ownership. The bid documents may identify some material sources excluded from use. The Department reserves the right to exclude a material sources or any portion of a material source, at any time after Contract award, that is determined by material testing to be unsuitable for use on the project.

(01/01/06)E24-Standard Modification

**106-1.03 TESTING AND ACCEPTANCE.** Replace the first paragraph under item 2. ACCEPTANCE TESTING, with the following: The Department has the exclusive right and responsibility for determining the acceptability of the construction and materials incorporated therein. Acceptance testing by the Department is not to be considered as a replacement for process control testing by the Contractor. When the Contractor is not

#### **SPECIAL PROVISIONS**

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providing adequate process control testing in his own behalf, the Engineer may refuse to carry out re-sampling and testing of materials which have been shown to be unacceptable by standard acceptance testing procedures. The Engineer may also refuse to resample and test unacceptable materials until and unless corrective action has been taken by the Contractor.

Approval of the Contractor's process control plan or of materials tested prior to incorporation into the work shall in no way obligate the Department to accept unacceptable materials. All materials used are subject to inspection, testing or rejection at any time prior to final acceptance of the completed work.

(01/01/01)PARKS-Special Provision

**106-1.06 STORAGE OF MATERIALS.** Add the following: Storage of any materials or equipment at the jobsite shall have the Engineer's approval and will be restricted to within the project limits. There shall be no disturbance allowed to land outside the project slope limits. (08/20/93)PARKS-Special Provision

Add the following Subsection:

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

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

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

Each copy of each submittal shall include a Submittal Summary sheet. The Contractor may use forms provided by the Department or a similar form of the Contractor's choice as approved by the Department. The Contractor shall sign submittals and submit them to the Engineer. The Department will review submittals within 30 days after they are received. The Department will return submittals to the Contractor as either: approved, conditionally approved with the conditions listed, or rejected with the reasons listed.

The Contractor may resubmit a rejected submittal to the Engineer with more information or corrections. The Department will review resubmittals within 30 days after they are received.

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

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

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

(01/27/07)E34-Standard Modification

## 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:

PERMIT DESCRIPTION	ISSUE DATE	EXPIRE DATE
Mat-Su Borough Floodplain Permit	Pending	Pending
DEC Wastewater System Approval to Construct	Pending	Pending
DNR, Office of History and Archeology, Letter of No Historic Properties Affected	Pending	Pending

(03/03/2016)PARKS-Special Provision

Add the following to the fourth paragraph:

5. Obtain a written statement from the State Historic Preservation Officer stating that material disposal, extraction, stockpiling, or staging, on or off project site, is not expected to impact cultural resources. The State Historic Preservation Officer is with the Department of Natural Resources in Anchorage, and may be contacted at (907) 269-8715. If cultural resources are discovered during construction activities, stop work at that site and notify the Engineer.
6. 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

**107-1.04 WAGE RATES.** Add the following after the first sentence of the second paragraph: Provide a copy of the Department of Labor Notice of Work (NOW) or receipt of payment prior to the start of any physical work. (01/01/05)PARKS-Special Provision

**107-1.07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES.** Change the first sentence to the following: When operations encounters historic or prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, (shell heaps, land or sea mammal bones or tusks, or other items of historical significance), cease operations immediately and notify the Engineer. (02/08/10)CR7-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

**107-1.05 FEDERAL AID PROVISIONS.** Add the following after paragraph two:

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

Add the following paragraphs:

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

(01/27/07)E35-Standard Modification

## 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 August 22, 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:

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 – Eklutna Tailrace is Alaska-South and Pile Drivers Slough is Alaska-Central. (04/31/05)R14-Special Provision

**109-1.08 FINAL PAYMENT.** Add the following sentence to the first paragraph: The Department will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of Subsection 105-1.16. (06/30/04)E11-Standard Modification

## SECTION 203

### EXCAVATION AND EMBANKMENT

**203-3.01 GENERAL.** Replace the first sentence of the tenth paragraph with the following: Borrow material shall not be used until after all usable excavation has been placed in the fill. Placing and compacting selected material acquired from usable excavation is included in the scope of work of the excavation item. (09/02/96)PARKS-Special Provision

**203-3.03 EMBANKMENT CONSTRUCTION.** Add the following:

Cut and fill slopes shall be constructed to template. At the direction of the Engineer, the Contractor may be required to finish all slopes by a method of hand raking. This work shall be at no additional cost to the State. The finished slope surface parallel to the shoulder line shall not vary more than 0.10 foot when tested using a 10-foot straightedge. The finished slope surface perpendicular to the shoulder line shall not vary more than 0.10 foot for the following slope ratios and corresponding straightedge lengths: 2:1 slope and two-foot length; 3:1 slope and three-foot length; 4:1 slope and four-foot length; 5:1 slope and five-foot length; and 6:1 slope and six-foot length. (01/01/01)PARKS-Special Provision

**203-5.01 BASIS OF PAYMENT.** Add the following: The contract unit price for borrow is for furnishing the material if suitable selected material is not available in the unclassified excavation. The cost for placing and compacting the imported material is included in the contract unit price. The cost for placing and compacting selected material acquired from unclassified excavation shall be included in the contract unit price for the excavation items. Material paid for as excavation will not be paid for again as selected material. (01/01/01)PARKS-Special Provision

## SECTION 301

### AGGREGATE BASE COURSE

**301-3.03 SHAPING AND COMPACTION.** Add the following to the first paragraph: If the Engineer rejects compaction of a lift, the Contractor may recompact the lift to substantial compaction as determined by the Engineer or have compaction testing performed by a certified, Engineer-approved laboratory. If the tests show the compaction is not adequate, the Contractor will pay the total cost of the testing and recompact the lift as required. If the compaction is adequate, the Department will pay the Contractor for the total invoice cost of the compaction testing by Change Order and the Contractor may proceed with the next lift. Work stoppage for compaction testing will not be grounds for extra compensation or claims by the Contractor. All testing is the responsibility of the Contractor except as noted above. Payment will not be made for the required testing but will be considered subsidiary to the item furnished.  
(05/15/95)PARKS -Special Provision

**301-5.01 BASIS OF PAYMENT.** Add the following: If recycled asphalt material is substituted for aggregate base course, it will be paid for as Item 301(1) Aggregate Base Course, Grading D-1 at the unit price shown on the bid schedule for that item.  
(01/24/07)R176-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

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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.

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**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-

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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 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,

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blankets, mats, soil binders, non-erodible cover, dust palliatives, or other approved methods.

**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(6) SWPPP Price Adjustment, 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,

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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.

Item 641(3) ESCP Price Adjustment. At the Contract lump sum price for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs identified in 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. Installation and removal of temporary work pads;
- e. Temporary **accesses**;
- f. Temporary drainage pipes and structures;
- g. Diversion channels;
- h. Settling impoundment; and
- i. 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:

<b>Pay Item</b>	<b>Pay Unit</b>
641(1) Erosion, Sediment, and Pollution Control Administration	Lump Sum
641(2) Temporary Erosion, Sediment, and Pollution Control	Contingent Sum
641(3) ESCP Price Adjustment	Contingent Sum

(10/20/11)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:

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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 site may be closed to traffic. Site 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.

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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

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

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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

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.

**650-2.21 BARRIER ROCK.** Barrier rocks shall be 3 to 5 feet in diameter when measured in every direction.

### **CONSTRUCTION REQUIREMENTS**

**650-3.01 GENERAL.** The location shown on the drawings for park facilities placement are approximate. The Engineer will field locate park facilities at the time of construction.

**650-3.02 EXCAVATION AND BACKFILL.** Conform to the requirements of Section 204 and the details on the plans.

**650-3.03 BARRIER ROCK.** Place barrier rocks 4 feet apart, edge to edge, with approximately 20 percent of the height of each rock set below ground level. When finish surface is pavement or concrete, place barrier rocks prior to paving or pouring operations. Cutting pavement to place barrier rocks and then patching is not acceptable.

**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.

Excavation and embankment for park facilities outside the limits shown on the plans will be measured for payment only if directed by the Engineer. Excavation and backfill required for items paid for under this Section will not be measured for payment.

**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

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place, and listed below excluding crushed aggregate base course, which shall be paid for separately at contract unit prices.

Payment will be made under:

Pay Item	Pay Unit
650(21) Barrier Rock	Each

(05/02/11)PARKS-Special Provision requirement

Add the following Section:

## SECTION 654

### VAULTED TOILET

**654-1.01 DESCRIPTION.** Provide all labor, materials, and equipment and services necessary to furnish and install accessible pre-manufactured concrete toilet and vaults finished and complete with all accessories and incorporating Sweet Smelling Technology.

Concrete Vaulted Toilet for ***Eklutna Tailrace*** shall be the following or approved equivalent:

- Manufacturer: CXT Precast Products
- Style: Two Double Rocky Mountain with Chase Area (Alaska State Parks Model)
- Roof Texture & Color: Simulated Delta in Rosewood
- Exterior Wall Texture & Color: Horizontal Lap in Golden Beige with Simulated Field Stone
- Other: -Marine Package
  - 654-2.05 Signs shall comply
  - Deadbolt shall be Schlage Model B660P
  - Exterior Doors and Trim shall be brown in color.
  - Supply padlocks for each toilet paper roll and manhole cover, complying with 654-2.06.

Concrete Vaulted Toilet for ***Pile Driver Slough*** shall be the following or approved equivalent:

- Manufacturer: CXT Precast Products
- Style: One Double Rocky Mountain (Alaska State Parks Model)
- Roof Texture & Color: Simulated Cedar Shake in Granite Rock
- Exterior Wall Texture & Color: Horizontal Lap in Western Wheat with Simulated Field Stone in Mountain Blend
- Other: -Marine Package
  - 654-2.05 Signs shall comply
  - Deadbolt shall be Schlage Model B660P
  - Exterior Doors and Trim shall be brown in color.
  - Supply padlocks for each toilet paper roll and manhole cover, complying with 654-2.06.

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If Concrete Vaulted Toilet is the approved equivalent, the toilet shall comply with the remainder of this section.

**654-1.02 CODES AND STANDARDS.**

ASTM A36	Standard Specification for Carbon Structural Steel
ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C309	Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel bars for Concrete Reinforcement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C979	Standard Specification for Pigments for Integrally Colored Concrete
ACI 1211.1	Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
ACI 306	Cold Weather Concreting
ACI 318	Building Code Requirements Structural Concrete and Commentary (includes Errata)
PCI MNL 116	Quality Control for Plants and Production of Precast Prestressed Concrete Products

**654-1.03 DESIGN AND PERMIT REQUIREMENTS.** Units must meet or exceed "Sweet Smelling Technology" (SST) as developed by Briar Cook of the U.S. Forest Service. Vault Clean-outs must be lockable and outside the toilet enclosure.

Units shall also meet 130mph (3 second gust) wind loading, Exposure C; 350 lbs/sq.ft. snow loading; and seismic zone 4 earthquake requirements in accordance with the current version of the IBC.

Units must comply with the American with Disabilities Act and Uniform Accessibility Standards, current as of the date of these special provisions.

**654-1.04 SUBMITTALS.** Submittals are required for the following:

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Shop Drawings: Shop drawings must be stamped by a professional engineer and shall include plans, elevations and a section of the pre-manufactured units. Include dimensions for sizes and locations of walls, floor, roof, vaults, vent pipes, wall vents, doors, windows, signs and accessories. Indicate reinforcement types, sizes and spacing. Provide details showing anchors or method of attachment for doors, windows, vents, vent risers and accessories.

Product Data: Provide manufacturer's product data for all doors, frames, hardware, toilet accessories, signs, manholes, risers and sealants. Submit data on all parts and accessories indicating manufacturer, supplier, model or part number and finish.

Samples: Submit two 8-1/2 inch x 11 inch samples each of the wood texture and simulated shake roof, clearly displaying texture and color for approval by the Engineer.

Quality Control:

Test Reports: Submit concrete test results.

Contract Closeout:

Operations and Maintenance Data: Submit information for repairs, replacement of parts and accessories.

Warranty:

1. Submit Manufacturer's warranty against leakage from the vault for 7 years.
2. Submit Manufacturer's warranty on all concrete components for 20 years, minimum.
3. Submit Manufacturer's warranty on paint for 5 years, minimum.

**654-1.05 QUALITY ASSURANCE.**

Manufacturer Qualifications:

1. Shall have three years minimum experience producing toilets of similar design.
2. Must be ISO 9001 certified
3. Plant must be PCI certified

Regulatory Requirements: Conform to ADA for accessibility requirements.

**654-1.06 DELIVERY, STORAGE, AND HANDLING.**

Acceptance at Site: Deliver pre-fabricated concrete double vaulted outhouse(s) to the Project site. The Contractor shall be responsible for repairing and/or replacing any damaged work or products.

Storage and Protection: Store all pre-fabricated items in the designated location at the Project Site. The items shall be protected from any damage. Do not stack or lean items against trees, equipment, or each another.

Handling: Protect all pick points or lifting lug locations with wooden or plastic plugs, metal covers, or their equivalent to protect the threads and exclude foreign matter or ice while in storage or in transit. Pre-fabricated toilet units shall only be lifted with cables or nylon chokers or straps and spreader bars in accordance with the manufacturers printed lifting/rigging instructions. Do not lift without spreader bars.

## MATERIALS

**654-2.01 GENERAL.** All material shall be new and conform to the manufacturer's plans. Toilet must meet ADA requirements.

### 654-2.02 MANUFACTURERS.

Toilets and Vaults: CXT Incorporated, Precast Products Division, 3808 N. Sullivan Road, Building 7 Spokane WA. 99216. Phone: (800) 696-5766 and Fax: (509) 928-8270 or approved equal.

Vault Liner:	"Lustran ABS" by Bayer Corporation– Polymers Division or approved equal
Vents/Louvers:	Anemostat or approved equal
Doors and Frames:	Amweld, Ceco, Curries, Fenestra, Republic, Steelcraft

#### Hardware:

Hinges (Butts):	Lawrence; McKiney; Hager
Locks/Pull Plates /Strikes:	IlcoUnican; Hager Companies; Schlage; Best
Closers:	LCN; Norton; Sargent
Door Stops:	Hager Companies; Glynn Johnson; Rixson; Quality
Door Silencers:	Quality; Glynn Johnson; Ives
Weatherstripping:	Pemko; Reese; Zero; 3M

Paint: Dunn Edwards, Dupont, Fuller O'Brien, Preservative Paint, Sherwin Williams, United Coatings.

#### Accessories:

Toilet Risers:	Romtec, Inc., Roseburg, Oregon or approved equal
Grab Bars:	ASI, Bobrick, Mckinney/Parker,

	Seachrome
Toilet Paper Dispenser:	Romtec, Inc., Aslin or approved equal
Double Coat Hook:	TSM, ASI, Bobrick, Ives
Signs:	Screen Tek, Inc.; Letters Unlimited or approved equal

**654-2.03 MANUFACTURED UNITS:** Pre-fabricated concrete toilet structure shall be provided by the Contractor. The Contractor shall provide the necessary equipment and materials to install the vaulted structures.

Vaults: One piece, 4 inch thick steel reinforced concrete, 1,000 gallon capacity each with bottoms sloped to cleanout and with one piece vault liner cast in place.

Vault Liners: One sheet black ABS/752 virgin plastic. Initial sheet thickness shall be a minimum of 0.375 inch with a final stamped thickness of a minimum of 0.060 inch. The vault liner shall have molded dovetail embeds to attach the liner to the concrete walls of the vault. The vault liner shall have two J-rails to attach the liner to the bottom of the vault. Vaults with the ABS liner shall be warranted against leads for a period of seven years into or out of the vault itself. ADEC Approved.

Concrete - General: The concrete mix design shall be designed to ACI 1211.1 to produce concrete of good workability.

Concrete shall contain a minimum of 675 pounds of cement per cubic yard. Cement shall be a low alkali type I or III conforming to ASTM C150. Coarse aggregates used in the concrete mix design shall conform to ASTM C33 with the designated size of coarse aggregate #67. Minimum water/cement ratio shall not exceed 0.45. Slump shall not exceed 4 inches.

Air-entraining admixtures shall not be used without approval of the Engineer.

Colored Concrete:

1. Color additives will conform to ASTM C979. A 12"x12"x1" color sample in the Departments chosen texture will be available for Department approval.
2. The following will contain concrete colored through nominal thickness to match exterior color:
  - a. Toilet building roof panels
  - b. Building walls
  - c. Screen panels
3. The same brand and type of color additive will be used throughout the manufacturing process.
4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color pigment throughout the concrete mix.

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Cold Weather Concrete: Cold weather concrete placement will be in accordance with ACI 306. Concrete shall not be placed if ambient temperature is expected to be below 35° F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete to at least 45° F. Materials containing frost or lumps of frozen materials shall not be used.

Hot Weather Concrete: The temperature of the concrete shall not exceed 80° F at the time of placement and when the ambient reaches 90° F, the concrete shall be protected with moist covering.

Concrete Reinforcement: All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.

Full lengths of reinforcing steel shall be used when possible. When splices are necessary on long runs, splices shall be alternated from opposite sides of the component for adjacent steel bars. Lap bars #4 or smaller a minimum of 12 inches. Lap bars larger than #4 a minimum of 24 bar diameters.

Steel reinforcement shall be centered in the cross-sectional area of the walls and shall have at least 1 inch of cover on the under surface of the floor and roof. The maximum allowable variation for center to center spacing of reinforcing steel shall be 1/2 inch.

Reinforcing bars shall be bent cold. No bars partially embedded in concrete shall be field bent unless approved by the Engineer.

Sealers and Curing Compounds: Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.

Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

Caulking, Adhesive and Grout: All caulking shall remain flexible and non-sag at temperatures from 50° to 140° Fahrenheit. Interior joints shall be caulked with a paintable rubber-based caulk. Exterior joints will be caulked with a tripolymer sealant caulk which compliments the exterior color.

Epoxy concrete adhesive will be two-component, rigid, non-sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive. Color shall compliment surrounding concrete as nearly as possible.

Grout shall be water-proof and resistant to alkali and freeze-thaw cycles. It shall be painted to match the color of surrounding concrete as nearly as possible.

Cement base coating shall be formulated with a very fine aggregate system and a built in bonding agent.

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Caulking between vault and toilet floor to be 1 inch x 1 inch Butyl tape designed specifically to bond precast concrete to precast concrete

Steel Doors: Doors will flush panel type 1-3/4" thick, minimum 16 gauge galvanized steel, top painted with DTM ALKYD. Doors will have extra corrosion protection.

Door frames will be knockdown or welded type, single rabbet minimum 16 gauge galvanized steel top painted with DTM ALKYD, width to suit wall thickness with extra corrosion protection. Three (3) rubber door silencers will be provided on latch side of frame.

Door Hinges: Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, automatic-closing and extra corrosion protection for each door.

Lockset: Latch will be a Glynn-Johnson HL-6 commercial grade push/pull latch with 2-3/4 inch backset, government standard #161 cutout, minimum 1/2 inch bolt throw, US26D finish, non-handed, meeting ADA accessibility requirements. 1-1/2 inch x 4-1/2 inch handles to be mounted vertical with handles down and not projecting from door more than 2-5/8 inch. Latches shall have extra corrosion protection and be set to pull on the exterior handle to open the door and push on the interior handle.

Deadbolt: Deadbolt will be a Lori Lock standard model with a double cylinder, 2 3/4 inch backset, and US26D finish. The cylinder will be a standard 1 1/8 inch Schlage Mortise cylinder with compression ring and 626 finish; keyed to accept Schlage Series C, No. 56349. Provide two keys per deadbolt.

Doorstop: Doorstop will be a dome style stop meeting ANSI 156.16. Doorstop shall be wing wall mounted.

Door sweep: Door sweep will be provided at the bottom of door and will be an adjustable brush type.

Closers: shall be ANSI 156.4, BHMA C02022, Grade 1, similar to LCN 4041 (5 lb. closing force), heavy duty parallel arm, Cush mount, metal cover or approved equal accepted by the Contracting Officer. Closers shall be equipped with extreme temperature fluid and capable of adjustments for latches, closing speed and back check intensity. Closers shall have a corrosion protective coating on all metal surfaces.

Wall Stop: Wall stop shall be ANSI 156.16, BHMA LO2252, brass; rubber, 2-7/16 inch diameter bumper, convex pad, 13/16 inch projection.

Wall Louvers: Vent cover will be 14 gauge 304 stainless steel painted with DTM and anchored into the concrete wall with high strength anti-rust tap con fasteners. The vent louver frame and louvers will be non-vision .1" extruded aluminum jet coat finish. Vent to come with insect screen. Cover to be recessed a minimum 3/4" on exterior walls with a

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45 degree bevel. Interior to be flush mounted. Wall vent will not protrude from the wall. All components of wall vent will be of corrosion resistant material.

Windows and Frames: Windows and cleanout cover frames will be constructed from stainless steel. Window glazing will be 3/16" thick translucent pebbled finished mar-resistant Lexan. Windows to have 3/4" recess with 45 degree bevel. Windows frames to have vandal resistant fasteners.

Vault Cleanout Covers: Plate for vault cleanout cover will be 1/4" thick diamond plate stainless steel. Lid will be hinged and configured so that it can be locked with a padlock. A gasket will be provided across the entire width and length of the lid. A 1/2" steel vertical lip will be welded airtight around the base plate so once the lid shuts the gasket will provide a watertight seal between the lid, the 1/2" vertical lip, and the base plate.

Tank Vent Pipe: Tank vent pipe will be 12 inch diameter black HDPE pipe, impermeable with 1/2 inch thick walls similar to Plexco PE 3408 and a minimum 3 feet higher than the roof peak.

Tank Vent Pipe Screen: Tank vent pipe screen 12 inch non-reflective black powder coating, expanded metal top 1" elevation for unimpeded side ventilation.

Paint: All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-components". Paints will not contain more than .06 percent by weight of lead. Paint application will be per the manufacturer's recommendation.

Type of paints for toilets shall be as follows:

1. Inside concrete surfaces
  - a. Interior floors will be a chemical resistant urethane. The color will be gray.
  - b. Interior walls and ceilings will be a chemical resistant urethane. The color will be white followed by a clear acrylic anti-graffiti sealer.
- 2.. Metal surfaces both inside and out
  - a. DTM ALKYD
3. Exterior concrete surfaces
  - a. Exterior slab will be clear sealer
  - b. Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

Types of paints for toilets:

Interior Stain - "Canyon Tone Stain" by United Coatings or approved equal. Stain shall be single-component, water-based, and quick setting. Color shall be white. Inside stain shall be sealed

with "Monocryl 50" clear acrylic semi-gloss, water-repellent sealer by United Coatings or approved equal.

Floor Paint - "Armorseal Floor-plex 7100" by The Sherwin-Williams Company or approved equal. Shall be glossy, two component, water based epoxy floor coating capable of withstanding heavy traffic. Color shall be gray.

Floor Anti-Slip Additive - "SharkGrip" by H&C Beautiful Concrete Protection or approved equal.

Trim Paint - "Direct-To-Metal Enamel" by The Sherwin-Williams Company or approved equal. Enamel shall be a semi-gloss high-build alkyd coating with rust-inhibitive properties. Color shall be white.

Exterior Walls and Roof - Water repellent penetrating stain in the same color as the walls and/or roof followed by a clear acrylic anti-graffiti sealer.

Exterior slab shall be clear sealer

#### **654-2.04 ACCESSORIES:**

Toilet Risers: Toilet riser shall be cross-linked polyurethane. Toilet risers shall have a heavy duty seat and lid, and constructed with high-impact polystyrene. Risers shall be mounted at an 18 inch height from floor to top of seat. All mounting materials shall consist of stainless steel hardware. Riser will meet ADA Requirements.

Grab bars: Grab bars shall be 18 gauge, type 304 stainless steel with 1-1/2 inch clearance. Grab bars shall each be able to withstand 300 pound top loading. Grab bars shall be either two separate bars with supports each end, one 36 inches (914 mm) and the other 42 inches long or a single "L" shaped bar with 3 supports and one leg 54 inches long and the other 36 inches – 42 inches long.

Toilet Paper Dispenser (Two per Toilet Riser): Dispenser shall be constructed of 1/4 inch thick, 304 type stainless steel with a satin finish. Dispenser shall be capable of holding two standard rolls of toilet paper; 18 inch x 2 inch, "restricted" type and have a heavy duty locking feature. Toilet paper dispenser mechanical attachment system shall withstand 300 pound top loading. Dispenser must be ADA compliant.

Double Coat Hook: Coat hook will be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" from the wall. Lower hook will extend at least 1-1/4" from the wall.

Vent Rain Cap: Vent rain cap securely fastened to vent pipe and effective at preventing rain from entering the vent pipe. Similar or equal to CXT provided rain cap accessory.

#### **SPECIAL PROVISIONS**

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**654-2.05 SIGNS.**

**1. General**

Layout details of custom signs not shown shall conform to the Alaska Sign Design Specifications.

Base Material:	Solid color, alloy 6061-T6 aluminum
Base Color:	Brown
Total Thickness:	0.080 inch
Size:	Uniform for all signs, large enough to accommodate text and pictograms, 6 x 9 inches minimum
Edges:	Rounded

**2. Raised Character Size and Style:** Solid color, metal, character adhered to or integral with base material –

Character Color:	White
Background Color:	Brown
Sign Material:	Reflective sheeting shall be Type II (medium intensity)
Character Thickness:	1/32 inch
Height:	12 inch x 12 inch
Edges:	Square
Character Font:	Helvetica
Character Case:	Upper and lower
Braille:	Grade II
Text:	See Below



**3. Raised Pictogram Size and Style:** Solid color, metal, character adhered to or integral with base material –

Character Color:	White
Background Color:	Brown
Character Thickness:	1/32 inch
Size:	6 inch minimum Square
Edges:	Rounded
Character Font:	International Symbol
Mounting Hardware:	Mechanical, tamper resistant
Braille:	Grade II
Text:	"Toilet"
Pictograms:	Men & Women ("Unisex") and accessibility

**654-2.06 PADLOCK.** Master Lock No. 1 with 5/16 inch shackle diameter, 15/16 inch vertical clearance, 3/4 inch horizontal clearance, 1-3/4 inch case width, and keyed alike to a key number provided by the Engineer specific to the Park area. Provide two keys with each padlock.

**654-2.07 BEDDING.** Bedding material for the concrete vaulted toilet shall be Aggregate Base Course, Grading D-1, and shall meet all the requirements of Section 301.

### **FABRICATION AND CONSTRUCTION**

**654-3.01 SITE WORK.** Excavation and backfill shall conform to Subsection 204-3.01 and the details on the plans. Finish ground profile to slope away from the building except for areas that abut adjacent sidewalk or parking areas. Place aggregate base course extending a minimum 1 foot from all sides of the concrete floor at up to the floor finish grade except for areas that abut adjacent sidewalk or parking areas.

**654-3.02 MIXING AND DELIVERY OF CONCRETE.** Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.
2. Concrete will be discharged as soon as possible after mixing is complete. This time will not exceed 30 minutes.

**654-3.03 PLACING AND CONSOLIDATING CONCRETE.** Concrete will be consolidated by the use of mechanical vibrators. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

**654-3.04 FINISHING CONCRETE.** Interior floor and exterior slabs will be floated and troweled. A light broom finish will be applied to the exterior slab.

### **SPECIAL PROVISIONS**

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All exterior top portions of the building walls and exterior screen walls will be a board & batt siding texture. The bottom section of the walls will be a field stone textured stone finish.

All exterior surfaces of the roof panels will be cast to simulate a cedar shake roof. The underside of the overhang will have a smooth finish.

**654-3.05 CRACKS AND PATCHING.** Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected. Small holes, depressions and air voids will be patched with a suitable concrete material. The patch will match the finish and texture of the surrounding surface. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

**654-3.06 CURING AND HARDENING CONCRETE.** Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

**654-3.07 STRUCTURAL JOINTS.** Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6 inches long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear. Walls and roof will be joined with weld plates, 3 inch x 6 inch, at each building corner. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matched colored caulk on the outside and two weld plates 6 inches long per wall.

**654-3.08 PAINTING/STAINING.** An appropriate curing time will be allowed before paint is applied to concrete. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry. Painting will not be done outside in cold, frosty or damp weather. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher. Painting will not be done in dusty areas.

**654-3.09. TESTING.** The following tests will be performed on concrete used in the manufacture of toilets. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

1. The slump of the concrete will be performed on the first batch of concrete in accordance with ASTM C143. This slump will be in the 3-4 inch range. Slump may be increased using chemical admixtures provided that the concrete maintains same or lower water to cement ratio and does not exhibit segregation. Slump will never exceed 9 inches.
2. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.5% +/- 1%.
3. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7 days and one (1) for 28 days. The

## SPECIAL PROVISIONS

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release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.

4. A copy of all test reports will be available to the customer as soon as 28-day test results are available.

**654-3.10 EXCAVATION AND ELEVATION.** Excavate for the installation of the toilet vault to a depth that will allow the structure site to be free draining after installation is completed. Allow for a 2 inch leveling course beneath the toilet vault.

No excavation will be left open more than seven days unless otherwise approved by the Engineer. All excavations left open overnight will be fenced with wire mesh or plastic mesh fence secured to steel posts all around the excavation. Excess excavation shall be removed from site unless otherwise directed by the Engineer.

**654-3.11 BEDDING, BACKFILL AND COMPACTION.** Backfill and compaction shall conform to the requirements of Section 203 and Section 301. Rocks larger than six inches in maximum dimension shall not be placed within six inches of the exterior vault walls.

**654-3.12 FINISH GRADING.** Final grade shall be flush with the top of the front slab. Grade backfill away from the structure at maximum slope of five percent unless otherwise approved by the Engineer.

**654-3.13 VAULT TOILET RISER.** Polyurethane caulk will be applied between toilet riser flange and concrete floor before the toilet riser is installed.

**654-3.14 EXHAUST PIPE INSTALLATION.** After exhaust pipe is installed, seal around pipe at top and underside of roof with polyurethane caulk. Seal around pipe at top of floor slab will be accomplished by using polyurethane caulk.

**654-3.15 SIGNS.** Position signs level, 60 inches above finished floor (AFF) to the center and on the deadbolt side of the door.

**654-3.16 GRAB BARS.** Mount grab bars at 33-36 inches above finished floor.

**654-3.17 TOILET PAPER DISPENSERS.** Mount toilet paper dispensers at 19 inches minimum above finished floor to center for accessible units and 16 inches minimum above finished floor to center for standard units. Mount toilet paper dispensers at 36 inches maximum from rear wall.

**654-3.18 COAT HOOKS.** Mount coat hooks at 54 inches maximum above finished floor in accessible units.

**654-4.01 METHOD OF MEASUREMENT.** Measurement will be the actual number of pre-manufactured vaulted toilets completed and accepted. Excavation, embankment, and leveling course required for Concrete Vaulted Toilet construction are considered subsidiary to this item and will not be measured separately for payment.

## SPECIAL PROVISIONS

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**654-5.01 BASIS OF PAYMENT.** The accepted quantity of pre-manufactured vaulted toilets will be paid for the contract unit price for each Concrete Vaulted Toilet completed and in conformance with the plans and specifications.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
654(2) Double Concrete Vaulted Toilet	Each

(03/04/10)PARKS-Special Provision

Add the following Section:

## SECTION 690

### EROSION, SEDIMENT AND POLLUTION CONTROL - MEASURES

**690-1.01 DESCRIPTION.** Furnish, install, and maintain measures, countermeasures and associated materials as part of BMP(s) to prevent, control and contain erosion, erosion materials, sediments and pollution contaminants, on and off project site.

Measures:

- Permanent Measures – include, the materials, hardware, equipment, and labor required for installation and maintenance of erosion, sediment, and pollution control material(s).
- Temporary Measures - include, in addition to the requirements of Permanent Measures, removal and disposal of the erosion, sediment, and pollution control material(s).

Related Specifications:

Erosion, Sediment and Pollution Control	Section 641
Silt Fence	Section 633

#### 690-2.01 MATERIALS.

Erosion Sediment and Pollution Control – Materials Section 744

Others as specified in related Sections.

### CONSTRUCTION REQUIREMENTS

**690-3.01 GENERAL.** BMP(s) may include individual or a combination of measures and countermeasures, including but not limited to mulch, matting, staples, stabilizing emulsions, blankets and mats, soil binders, non-erodible cover, dustless sweeping, dust palliatives. Refer to Subsection 690-1.01, Related Specifications, for measures not included here.

**690-3.02 MATERIAL STORAGE AND PROTECTION.** General: Store materials elevated off the ground and covered protecting them from construction and or damage from the environment and as follows:

Fiber Rolls. Additionally, protect fiber rolls from: precipitation, extended ultraviolet radiant including sunlight, chemicals that are strong acids or other, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical property value of the rolls.

#### SPECIAL PROVISIONS

Concrete Toilet

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**690-3.03 MAINTENANCE.** Maintain the integrity of the erosion, sediment and pollution control measures for the duration of the project. Inspect as required by the APDES CGP and correct any deficiencies immediately. Remove and dispose of temporary measures including trapped sediment contaminants off project at approved locations. Materials manufactured as biodegradable may be left in place when approved by the Engineer.

**690-4.01 METHOD OF MEASUREMENT.** Section 109 and as follows:

Fiber Rolls: By length, measured along the centerline of the fiber roll, complete in place.

Silt Fence: Section 633.

**690-5.01 BASIS OF PAYMENT.** Section 641.

**SECTION 703**

**AGGREGATES**

**703-2.03 AGGREGATE FOR BASE.**

Delete Table 703-2 and substitute the following:

**TABLE 703-2  
AGGREGATE FOR UNTREATED BASE  
(Percent Passing By Weight)**

<b>Sieve Designation</b>	<b>Grading D-1</b>
<b>1 ½ inch</b>	<b>-</b>
<b>1 inch</b>	<b>100</b>
<b>¾ inch</b>	<b>70-100</b>
<b>⅜ inch</b>	<b>50-79</b>
<b>No. 4</b>	<b>35-58</b>
<b>No. 8</b>	<b>20-47</b>
<b>No. 30</b>	<b>10-26</b>
<b>No. 50</b>	<b>6-19</b>
<b>No. 200</b>	<b>0-6</b>

**703-2.07 SELECTED MATERIAL.** Under 1. Type A. Replace the gradation requirements with the following:

Under Table 703-6, replace the column labeled Grading A with the following:

<b>Grading A</b>	
<b>Sieve</b>	<b>% Passing</b>
<b>4 in</b>	<b>----</b>
<b>2 in</b>	<b>85-100</b>
<b>1 in</b>	<b>----</b>
<b>¾ in</b>	<b>----</b>
<b>#4</b>	<b>20-55</b>
<b>#200</b>	<b>* 6-12</b>

(01/01/01)PARKS-Special Provision

# APPENDIX A

## PERMITS

<b>PERMIT DESCRIPTION</b>	<b>ISSUE DATE</b>	<b>EXPIRE DATE</b>
Mat-Su Borough Floodplain Permit	<b>Pending</b>	<b>Pending</b>
DEC Wastewater System Approval to Construct	<b>Pending</b>	<b>Pending</b>
DNR, Office of History and Archeology, Letter of No Historic Properties Affected	<b>Pending</b>	<b>Pending</b>



# **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  
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 Concrete Toilet Installation 2016  
 Project Number 76355-1  
 Project Engineer Signature \_\_\_\_\_

**203 EXCAVATION AND EMBANKMENT**

203-2.01								
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Borrow, Type A

**301 AGGREGATE BASE COURSE**

301-2.01								
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Aggregate Base Course, Grading D-1

**633 SILT FENCE**

633-2.01								
633-2.01								

Geotextile  
Posts

**650 PARK FACILITIES**

650-2.02								
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Barrier Rock

**654 VAULTED TOILET**

654-2.01								
654-2.02								
654-2.02								
654-2.02								

General  
Manufacturers  
Toilets and Vaults  
Hardware  
Paint  
Accessories

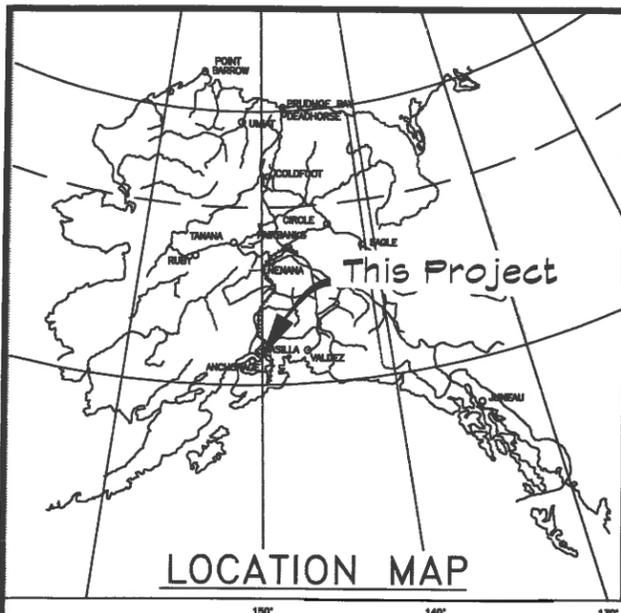


# **APPENDIX D EROSION AND SEDIMENT CONTROL PLAN (ESCP)**

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 DESCRIPTIONS**

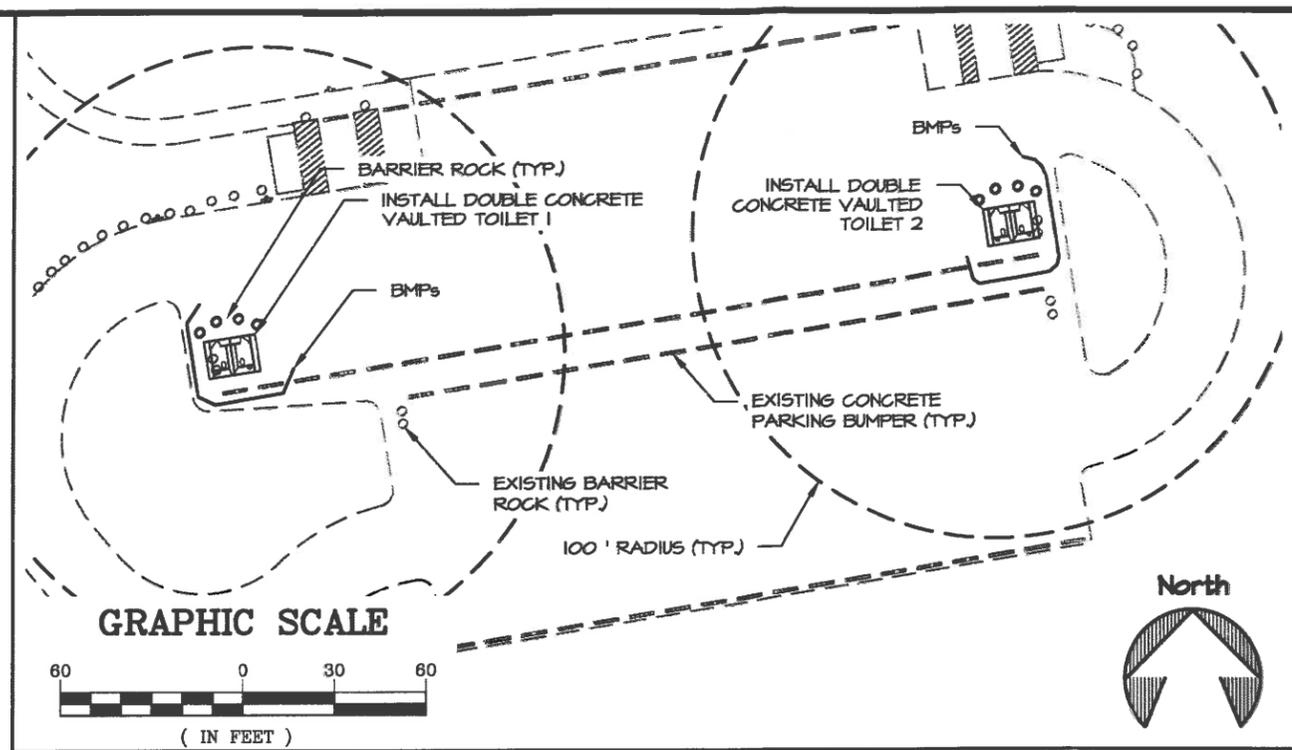
1. SITE FUNCTION: CONCRETE TOILET
2. THIS PROJECT INCLUDES INSTALLATION OF CONCRETE TOILET
3. PROJECT DISTURBED AREA = 500 S.F.
4. PERCENTAGE IMPERVIOUS AREA BEFORE CONSTRUCTION: 100%
5. RUNOFF COEFFICIENT BEFORE CONSTRUCTION: 0.55
6. PERCENT IMPERVIOUS AREA AFTER CONSTRUCTION: 100%
7. RUNOFF COEFFICIENT AFTER CONSTRUCTION: 0.61
8. MATERIAL SITES: CONCRETE TOILET, SELECTED MATERIAL, TYPE A, AGGREGATE BASE COURSE, GRADING D-1 WILL BE OBTAINED FROM CONTRACTOR FURNISHED SITES.

**ENVIRONMENTAL INFORMATION**

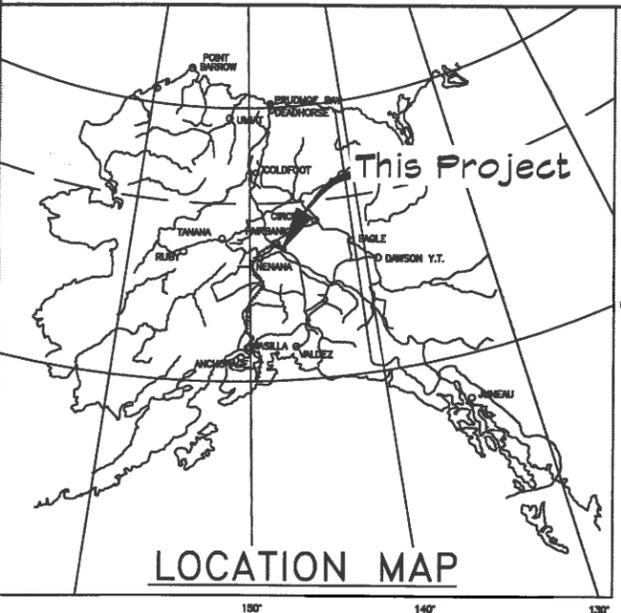
1. RECEIVING WATER BODIES: KNIK RIVER
2. IMPAIRED WATER BODIES: NONE
3. TOTAL MAXIMUM DAILY LOAD (TMDL) WATERS: NONE
4. THREATENED AND ENDANGERED SPECIES (ESA): NONE KNOWN
5. HISTORIC IMPACTS: NONE
6. MIGRATORY BIRD TREATY ACT: NO CLEARING OR GRUBBING.
7. CONTACT THE PROJECT ENGINEER WITH ADDITIONAL QUESTIONS/CONCERNS REGARDING ENVIRONMENTAL MATTERS.

**ASSUMED CONSTRUCTION SEQUENCE**

1. IMPLEMENT ESCP / INSTALL BMPs
2. EXCAVATE FOR TOILET VAULTS
3. PLACE CONCRETE TOILET VAULTS
4. PLACE FILL AROUND TOILET VAULTS
5. INSTALL CONCRETE TOILET
6. REMOVE ESCP / BMPs



1 EKLUTNA TAILRACE TOILET LOCATION  
SITE PLAN



**SITE DESCRIPTIONS**

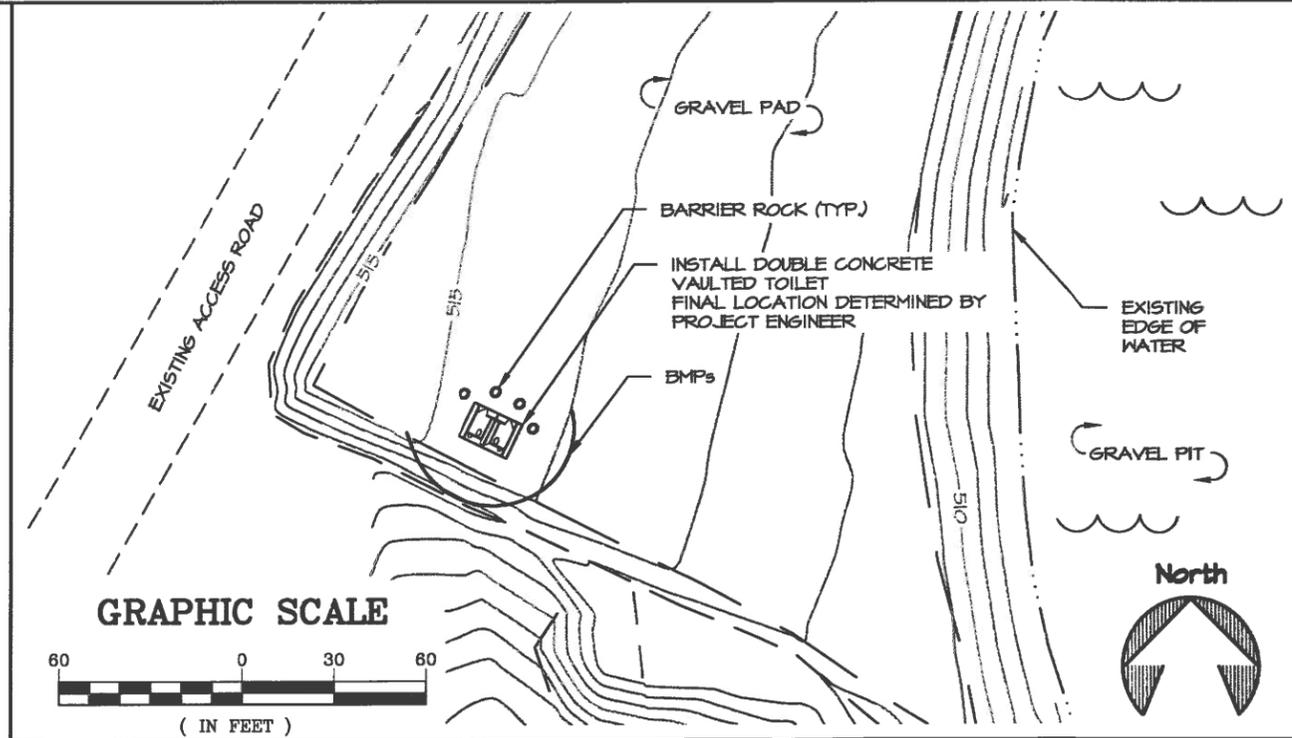
1. SITE FUNCTION: CONCRETE TOILET
2. THIS PROJECT INCLUDES INSTALLATION OF CONCRETE TOILET
3. PROJECT DISTURBED AREA = 500 S.F.
4. PERCENTAGE IMPERVIOUS AREA BEFORE CONSTRUCTION: 100%
5. RUNOFF COEFFICIENT BEFORE CONSTRUCTION: 0.55
6. PERCENT IMPERVIOUS AREA AFTER CONSTRUCTION: 100%
7. RUNOFF COEFFICIENT AFTER CONSTRUCTION: 0.61
8. MATERIAL SITES: CONCRETE TOILET, SELECTED MATERIAL, TYPE A, AGGREGATE BASE COURSE, GRADING D-1 WILL BE OBTAINED FROM CONTRACTOR FURNISHED SITES.

**ENVIRONMENTAL INFORMATION**

1. RECEIVING WATER BODIES: PILE DRIVER SLOUGH
2. IMPAIRED WATER BODIES: NONE
3. TOTAL MAXIMUM DAILY LOAD (TMDL) WATERS: NONE
4. THREATENED AND ENDANGERED SPECIES (ESA): NONE KNOWN
5. HISTORIC IMPACTS: NONE
6. MIGRATORY BIRD TREATY ACT: NO CLEARING OR GRUBBING.
7. CONTACT THE PROJECT ENGINEER WITH ADDITIONAL QUESTIONS/CONCERNS REGARDING ENVIRONMENTAL MATTERS.

**ASSUMED CONSTRUCTION SEQUENCE**

1. IMPLEMENT ESCP / INSTALL BMPs
2. EXCAVATE FOR TOILET VAULTS
3. PLACE CONCRETE TOILET VAULTS
4. PLACE FILL AROUND TOILET VAULTS
5. INSTALL CONCRETE TOILET
6. REMOVE ESCP / BMPs



2 PILE DRIVER SLOUGH TOILET LOCATION  
SITE PLAN

**EROSION AND SEDIMENT CONTROL PLAN (ESCP) NOTES**

1. THE ESCP IS A GENERAL PLAN FOR GUIDING THE DEVELOPMENT OF THE CONTRACTOR'S BEST MANAGEMENT PRACTICES (BMPs)
2. THE CONTRACTOR IS EXPECTED TO PROVIDE ADDITIONAL DETAILS AND BEST MANAGEMENT PRACTICES (BMPs) BASED ON THE CONTRACTOR'S ACTUAL SCHEDULE AND CONSTRUCTION METHODS. THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE CONSTRUCTION GENERAL PERMIT AND SECTION 641 OF THE SPECIFICATIONS.
3. SEDIMENT CONTROL MEASURES AND TEMPORARY EROSION CONTROL FEATURES SHALL BE BASED ON BMPs AS CONTAINED IN THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES' MANUAL "CONTRACTOR GUIDANCE FOR PREPARING AND EXECUTING STORMWATER POLLUTION PREVENTION PLANS."
4. THE CONTRACTOR SHALL MINIMIZE THE AMOUNT OF DISTURBED AREA OPEN TO EROSION AT ANY ONE TIME.
5. EROSION AND SEDIMENT CONTROL BMPs SHALL BE INSTALLED WITHIN 14 DAYS IN AREAS WHERE EARTHWORK DISTURBANCE HAS TEMPORARILY OR PERMANENTLY CEASED.
6. TEMPORARY PERIMETER CONTROLS SHALL BE INSTALLED FOR ANY FILL PLACED WITHIN 20 FEET OF ORDINARY HIGH WATER.
7. TEMPORARY PERIMETER CONTROL BMPs SHALL BE INSTALLED BEFORE ANY UP-GRADIENT 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. ALL STOCKPILES OF ERODIBLE MATERIALS SHALL HAVE PERIMETER CONTROL IN PLACE.
10. ERODIBLE MATERIALS MAY NOT BE STOCKPILED WITHIN 100 FEET OF ORDINARY HIGH WATER.

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

EROSION & SEDIMENT CONTROL PLAN

CONCRETE TOILET  
INSTALLATION 2016  
PROJECT No. 76955--1



PREPARED: LEB  
DRAWN: LEB  
REVIEWED: JSG  
DATE: 04/13/2016

SHEET

OF 1 SHEETS



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>

United States  
Department of Labor  
**Wage Determinations on Line (WDOL)**

can be found at <http://www.wdol.gov>