STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS
AND
OUTDOOR RECREATION

PROPOSAL, CONTRACT, BOND
AND SPECIAL PROVISIONS

COAL CREEK
ROAD RESTORATION
PROJECT NO.52959-4
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6. **State Wage Rates**

   State wage rates can be obtained at [http://www.labor.state.ak.us/lss/pamp600.htm](http://www.labor.state.ak.us/lss/pamp600.htm). Use the State wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the State wage rates in the signed Contract.

(01/19)
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

INVITATION TO BID
for Construction Contract

Date: June 16, 2022

Coal Creek Road Restoration, Project No. 52959-4
Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received before 2:00 PM local time (per the Department’s time source) on the 7th day of July 2022. On that date, the Department will assemble, open, and then publicly announce the timely-received bids at 550 W. 7th Avenue, Suite 1340; Anchorage, AK 99501, at 2:15 PM, or as soon thereafter as practicable.

Location of Project: near Healy, Alaska
Contracting Officer: Rys Miranda, P.E.
Issuing Office: DNR, Division of Parks and Outdoor Recreation

Description of Work:

Provide all equipment, labor and materials necessary to reestablish access along an existing but overgrown and unmaintained road as specified in the special provisions.

Project DBE Utilization Goal:
☐ Race-Neutral, Goal is 0%
☐ Race-Conscious, Goal is 0%

The Engineer’s Estimate is:
☐ less than $100,000
☒ between $100,000 and $250,000
☐ between $250,000 and $500,000
☐ between $500,000 and $1,000,000
☐ between $1,000,000 and $2,500,000
☐ between $2,500,000 and $5,000,000
☐ greater than $5,000,000

All work shall be completed in [N/A] Calendar Days, or by August 20, 2022. The Department will identify interim completion dates, if any, in the Special Provisions.

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

Submission of Bidding Documents

Bidders may submit bidding documents through the mail or hand delivered. For mailed or hand delivered bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Bidding Documents for Project:
Coal Creek Road Restoration
Project No. 52959-4

ATTN:
DNR, Division of Parks and Outdoor Recreation
550 W. 7th Avenue, Suite 1340
Anchorage, AK 99501

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address:  or fax number: (907) 269-8917.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. (When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)
The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

### NOTICE TO BIDDERS

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

### SEE SPECIAL NOTICE TO BIDDERS

A bidder may download project plans and specifications from: [http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm](http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm).

For additional information contact:

- Division of Parks and Outdoor Recreation
- Design & Construction Section
- Phone: (907) 269-8731

If a bidder has a question relating to design features, constructability, quantities, or other technical aspects of the project, it may direct its inquiry to the contact listed below.

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

The point of contact for inquiries for this project is:

- Rys Miranda, P.E.
- Chief, Design & Construction
- 550 W. 7th Ave., Suite 1340
- Anchorage AK 99501
- E-Mail: rys.miranda@alaska.gov
- Phone: (907) 269-8736

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

- Rys Miranda, P.E.
- Chief, Design & Construction
- 550 W. 7th Ave., Suite 1340
- Anchorage AK 99501
- E-Mail: rys.miranda@alaska.gov
- Phone: (907) 269-8736

### Other Information:

Bid results are available approximately 30 minutes after bid opening at [http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm](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:

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 7th Avenue, Suite 1380, Anchorage, AK:
   a. Estimate of Quantity Computations.

3. Materials Certification List (MCL). The MCL provides the Engineer with the appropriate approving authority. Contractor, submit certification for each material to the Engineer. The MCL is included in Appendix E.

4. High Visibility Clothing. The Department requires all workers within the project limits to wear an outer visible surface or layer of high visibility color and retro reflectivity. See subsection 643-3.11.

5. Section 641. ESCP has been provided by the Department in the Appendix C.

6. General Information. There is a locked gate at the Suntrana Creek crossing. Prior to visiting the site, it will be necessary to contact Usibelli Coal Mine, at (907) 683-2226 to arrange for a gate key. Ensure the gate is locked after entering and prior to leaving.
REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. **Bid Forms**
   a. Bid Form
   b. Bid Schedule
   c. Bid Attachments (as applicable)
   d. Addenda Acknowledgement

2. **Bid Security**

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

3. **Bid Modification (Form 25D-16)**

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

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

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

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


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**

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<tr>
<th>Timetable</th>
<th>Goal **</th>
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<tr>
<td>Until Further Notice</td>
<td>6.9%</td>
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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**

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<tr>
<th>Timetable</th>
<th>Economic Area (EA)***</th>
<th>Goals **</th>
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<tr>
<td>Until Further Notice</td>
<td>Anchorage SMSA Area</td>
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<td>Remainder of State</td>
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* 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.
SUBCONTRACTOR LIST

Coal Creek Road Restoration, Project No. 52959-4

Project Name and Number

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

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

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

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

Or

□  List all first tier Subcontractors as follows:

<table>
<thead>
<tr>
<th>FIRM NAME, ADDRESS, PHONE NO.</th>
<th>AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.</th>
<th>SCOPE OF WORK TO BE PERFORMED</th>
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CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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

__________________________________________________________
Signature of Authorized Company Representative

__________________________________________________________
Title

__________________________________________________________
Company Name

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

__________________________________________________________
Date

__________________________________________________________
Phone Number
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</tbody>
</table>
# Contractor's Questionnaire

## A. Financial

1. Have you ever failed to complete a contract due to insufficient resources?  
   - □ No  
   - □ Yes  
   If YES, explain:  
   
   
   
   

2. Describe any arrangements you have made to finance this work: __________________________

   __________________________

   __________________________

## B. Equipment

1. Describe below the equipment you have available and intend to use for this project.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUAN.</th>
<th>MAKE</th>
<th>MODEL</th>
<th>SIZE/CAPACITY</th>
<th>PRESENT MARKET VALUE</th>
</tr>
</thead>
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<tr>
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</tbody>
</table>

Form 25D-08DNR (08/01, 01/19)  
Page 1 of 2
2. What percent of the total value of this contract do you intend to subcontract? _____ %

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

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

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

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
   ☐ Yes  ☐ No
   Describe the most recent or current contract, its completion date, and scope of work:

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

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

Name of Contractor _____________________________ Name and Title of Person Signing _____________________________

Signature _____________________________ Date __________
BID FORM

for

Coal Creek Road Restoration, Project No. 52959-4

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 to Bid dated __________, 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 Healy, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of Click or tap here to enter text. sheets, which is made a part of this Bid.

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

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

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within N/A calendar days, after the effective date of the Notice to Proceed, or by _____, 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.
The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

<table>
<thead>
<tr>
<th>Addenda Number</th>
<th>Date Issued</th>
<th>Addenda Number</th>
<th>Date Issued</th>
<th>Addenda Number</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**NON-COLLUSION DECLARATION**

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed Name and Title

( ) ( )
Phone Number Fax Number

Email Address
STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

BID SCHEDULE

Project Name: Coal Creek Road Restoration

Project Number: 52959-4

Before preparing this bid schedule, read carefully, Section 102 of the 2017 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.

<table>
<thead>
<tr>
<th>Pay Item Number</th>
<th>Pay Item Description</th>
<th>Pay Unit</th>
<th>Quantity</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>201.0003.0000</td>
<td>Clearing and Grubbing</td>
<td>Acre</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203.0003.0000</td>
<td>Unclassified Excavation</td>
<td>C.Y.</td>
<td>1,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>302.0003.0000</td>
<td>Subgrade Modification</td>
<td>Station</td>
<td>42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>640.0001.0000</td>
<td>Mobilization and Demobilization</td>
<td>L.S.</td>
<td>All Req'd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>641.0001.0000</td>
<td>Erosion, Sediment &amp; Pollution Control Administration</td>
<td>L.S.</td>
<td>All Req'd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Type</td>
<td>Quantity</td>
<td>Rate</td>
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<tr>
<td>641.0002.0000</td>
<td>Temporary Erosion, Sediment &amp; Pollution Control</td>
<td>C.S.</td>
<td>All Req’d</td>
<td>$</td>
<td></td>
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<tr>
<td>641.0006.0000</td>
<td>SWPPP Price Adjustment</td>
<td>C.S.</td>
<td>All Req’d</td>
<td>$</td>
<td></td>
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<tr>
<td>641.0007.0000</td>
<td>SWPPP Manager</td>
<td>L.S.</td>
<td>All Req’d</td>
<td>$</td>
<td></td>
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<tr>
<td>642.0001.0000</td>
<td>Construction Surveying</td>
<td>L.S.</td>
<td>All Req’d</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>642.0003.0000</td>
<td>CPM Scheduling</td>
<td>L.S.</td>
<td>All Req’d</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>647.0002.0000</td>
<td>Wide Pad Dozer, 65 HP Minimum</td>
<td>Hour</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>647.0006.0000</td>
<td>Hydraulic Excavator, 1 CY, 65 HP, Minimum</td>
<td>Hour</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>647.0007.0000</td>
<td>Motor Grader, 220 HP Minimum</td>
<td>Hour</td>
<td>10</td>
<td>$</td>
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</tr>
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</table>

**TOTAL BASIC BID** $
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. The Alaska Standard Specifications for Highway Construction, _2020_ Edition is incorporated by reference and made a part hereof as if set forth in full. The Alaska Standard Specifications for Highway Construction can be downloaded at http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml.

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: ____________________ or within _______ calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover __________________________________ dollars ($_________________________) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.
The bonds given by the Contractor in the sum of $_________ Payment Bond, and $________________ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

________________________________________

CONTRACTOR

______________________________
Company Name

______________________________
Signature of Authorized Company Representative

______________________________
Typed Name and Title

______________________________
Date

(Corporate Seal)

______________________________
STATE OF ALASKA

______________________________
DEPARTMENT OF NATURAL RESOURCES

______________________________
Signature of Contracting Officer

______________________________
Typed Name

______________________________
Date
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PAYMENT BOND

For

Coal Creek Road Restoration, Project No. 52959-4

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

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  

Coal Creek Road Restoration, Project No. 52959-4  
Project Name and Number  

KNOW ALL WHO SHALL SEE THESE PRESENTS: 

That _________________________ of _________________________  
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

**Coal Creek Road Restoration, Project No. 52959-4**
**Project Name and Number**

**DATE BOND EXECUTED:**

<table>
<thead>
<tr>
<th>PRINCIPAL (Legal name and business address):</th>
<th>TYPE OF ORGANIZATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Individual</td>
</tr>
<tr>
<td></td>
<td>☐ Partnership</td>
</tr>
<tr>
<td></td>
<td>☐ Joint Venture</td>
</tr>
<tr>
<td></td>
<td>☐ Corporation</td>
</tr>
<tr>
<td>STATE OF INCORPORATION:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SURETY(IES) (Name and business address):</th>
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<tbody>
<tr>
<td>A.</td>
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<tr>
<td>B.</td>
</tr>
<tr>
<td>C.</td>
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</table>

**PENAL SUM OF BOND:**

<table>
<thead>
<tr>
<th>DATE OF BID:</th>
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</table>

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**

<table>
<thead>
<tr>
<th>Signature(s)</th>
<th>1.</th>
<th>2.</th>
<th>3.</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Name(s) &amp; Title(s) (Typed)</th>
<th>1.</th>
<th>2.</th>
<th>3.</th>
</tr>
</thead>
</table>

See Instructions on Reverse

**Corporate Seal**
## CORPORATE SURETY(IES)

<table>
<thead>
<tr>
<th>Surety</th>
<th>Name of Corporation</th>
<th>State of Incorporation</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature(s)</td>
<td>1.</td>
<td>2.</td>
<td>Corporate Seal</td>
</tr>
<tr>
<td>Name(s) &amp; Titles (Typed)</td>
<td>1.</td>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature(s)</td>
<td>1.</td>
<td>2.</td>
<td>Corporate Seal</td>
</tr>
<tr>
<td>Name(s) &amp; Titles (Typed)</td>
<td>1.</td>
<td>2.</td>
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<tr>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature(s)</td>
<td>1.</td>
<td>2.</td>
<td>Corporate Seal</td>
</tr>
<tr>
<td>Name(s) &amp; Titles (Typed)</td>
<td>1.</td>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

### 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.
Modification Number: ___________________
Note: Use this form to modify Manual (paper) bids only.
  • Group items and provide subtotals by bid schedule section.
  • All revisions shall be made to the unadjusted bid amount(s).
  • Changes to the adjusted bid amounts will be computed by the Department.

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>ITEM NO.</th>
<th>PAY ITEM DESCRIPTION</th>
<th>REVISION TO UNIT BID PRICE +/-</th>
<th>REVISION TO BID AMOUNT +/-</th>
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TOTAL REVISION: $____________________

Name of Bidding Firm

Responsible Party Signature          Date

This form may be duplicated if additional pages are needed.
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

EEO-1 CERTIFICATION
Federal-Aid Contracts

Coal Creek Road Restoration, Project No. 52959-4
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

<table>
<thead>
<tr>
<th>Signature of Authorized Company Representative</th>
<th>Title</th>
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<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address (Street or PO Box, City, State, Zip)</th>
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<th>Date</th>
<th>Phone Number</th>
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</table>
SPECIAL PROVISIONS

to the

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

2020 STANDARD SPECIFICATIONS for HIGHWAY CONSTRUCTION

HEALY, ALASKA

COAL CREEK ROAD RESTORATION

PROJECT NUMBER 52959-4
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

PROJECT. Replace with the following: The specific site together with all facilities and construction to be performed thereon under the contract. (01/01/01)PARKS-Special Provision

ROADWAY. Replace with the following: The portion of a highway or park facility including shoulders within the limits of construction. (01/01/01)PARKS-Special Provision
105-1.02 PLANS AND WORKING DRAWINGS. Add the following to the first paragraph: Full size plan sheets are 11" by 17". Plans are available upon request in CAD digital format. 
(01/01/01) PARKS-Special Provision

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.

<table>
<thead>
<tr>
<th>Locate Call Centers</th>
<th>278-3121</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anchorage</td>
<td>278-3121</td>
</tr>
<tr>
<td>Statewide</td>
<td>(800) 478-3121</td>
</tr>
</tbody>
</table>

105-1.08 SURVEY CONTROL. Replace with the following: Horizontal and vertical control to be used for construction survey tasks, including earthwork construction and volumetric measurements has been established by the Engineer, as shown on the Plans. Any control that is damaged or destroyed during construction shall be the Contractor's responsibility and shall be replaced at his own expense. At least one on-site Contractor employee other than the construction foreman shall be designated as responsible for setting grades. 
(06/04/14) AML-Special Provision

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

(02/02/15) PARKS-Special Provisions

105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION. Add the following to the first paragraph:

6. Submit a Performance Guarantee at the completion of the final estimate in accordance with Subsection 618-5.01 if a second application of fertilizer is required in accordance with Subsection 618-3.04.

(01/01/01) PARKS-Special Provision

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

105-1.18  CONSTRUCTION LIMITATIONS. It is the intent of this contract to construct this project 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.

(01/08/09)AML-Special Provision
SECTION 106

CONTROL OF MATERIAL

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

Buy American Act. Comply with the requirements of 41 USC 10. The Contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any listed in this contract.

The following terms apply to this clause:

1. **Components.** As used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

2. **Construction Material.** As used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life systems, such as emergency lighting, fire alarm, and audio evacuation system, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

3. **Domestic Construction Material.** As used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to 48 CFR 25.108 shall be treated as domestic.

(03/09/17)PARKS-Special Provision

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 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.

Sample each type of produced material at a frequency of one per 5,000 CY and provide results to the engineer.

(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 boundaries. (06/04/14) AML-Special Provision
SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.02 PERMITS, LICENSES, AND TAXES.

Add the following to item 1 of the second paragraph:

Permits are found in Appendix A.

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 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).

(02/1/14)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

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Under Item 7. Protected areas, add the following: Construction equipment will not be allowed on land outside the project limits of the proposed developments without the approval of the Engineer. Any structures or camps required by the Contractor shall be established within the project limits, unless otherwise approved by the Engineer.

1/09/09)AML-Special Provision

If more than 500 gallons per day of water is required for any construction purpose from a non-municipal 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.
Any maintenance or upkeep of the haul roads, including water for dust control, shall be the Contractor's responsibility. Upon completion of hauling over a roadway it shall be left in as good or better condition than prior to commencing of hauling operations.

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


Eagles. Eagles are protected under 16 U.S.C. 668-668c Protection of Bald and Golden Eagles, that prohibits “takes” of 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 minimum 330 feet as an undisturbed habitat buffer around nesting eagles. If topography or vegetation does not provide an adequate screen or separation, extend the buffer to 1,320 feet, 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 feet and 660 feet from a 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, extend the buffer up to 2,640 feet. No blasting, logging and other noisy, disturbing activities should occur during the nesting period (February 1 – August 31) within the primary or secondary zones.

Do not disturb a nesting eagle. Notify the Engineer when an active eagle nest is within the primary or secondary zones.

Add the following Subsection:

107-1.21 FEDERAL AFFIRMATIVE ACTION. Affirmative steps must be taken to comply with Federal Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) requirements as applicable to this Contract. The Alaska Department of Transportation and Public Facilities maintains a list of registered DBEs and may be contacted at (907) 269-0851 to obtain a copy of that list. Exercise good faith effort to comply with affirmative action requirements and make all documentation available to the Engineer upon request.
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 allow ordering 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 July 18, 2022.

(2-10-10)AML-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.

(1/29/21) PARKS-Special Provision

108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME AND SUSPENSION OF WORK.

Replace item 2. Completion Date. with the following:

2. Completion Date. All work under the Contract shall be completed by August 20, 2022.
SECTION 109

MEASUREMENT AND PAYMENT

109-1.01 GENERAL
Replace the 2nd paragraph with the following:

When more than one type of material or work is specified for a pay item, the proposal line number, and the description are used to differentiate the material or work.

(01/01/2020)CR109.4-Special Provision

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-Central. (04/31/05)R14-Special Provision
SECTION 201
CLEARING AND GRUBBING

201-1.01 DESCRIPTION. Replace the entire Subsection with the following: Clear and grub. Remove all vegetation and debris per template within access and excavation areas and stockpile at locations designated by the Engineer within the project limits. Preserve from injury all vegetation and objects designated to remain.

(03/16/22) AML Special Provision

201-3.01 GENERAL. Add the following: All clearing and grubbing activities shall abide by the Migratory Bird Treaty Act (MBTA). (09/15/08) PARKS-Special Provision

Add the following: The Contractor shall perform the work necessary to preserve and/or restore land monuments and property corners from damage. A land monument or property corner that is disturbed shall be restored according to Section 642 at the Contractor's expense. An undisturbed area 5 feet in diameter may be left around existing monuments and property corners. Temporary survey stakes, tie points, and other control points damaged or destroyed by earthwork shall be replaced by new control points located outside disturbance zones at Contractor’s expense. Consult with the Engineer to determine the locations and coordinates of any Survey marks.

(06/10/04)R107-Special Provision; (02/07/22) AML Special Provision

201-3.06 DISPOSAL. Replace the entire Subsection with the following: Dispose of all vegetation and debris removed by clearing or grubbing at locations shown on the Plans, or otherwise approved by the Engineer. No burial or burning will be allowed.

Add the following Subsection:

201-3.07 SALVAGE SOIL AND ORGANICS. Replace the first paragraph with the following: Remove and salvage all stumps, roots, moss, grass, turf, debris, other ground cover, and soils to a depth of up to 1 foot below grade, from designated areas within the project limits.

Stockpile all salvaged organic materials within areas designated by the Engineer.

(03/16/22) AML Special Provision

201-4.01 METHOD OF MEASUREMENT. Replace this subsection with the following: Follow provisions of Section 109. Final acceptance by the Engineer of work completed under this section will constitute measurement.

201-5.01 BASIS OF PAYMENT.

Add the following:

SPECIAL PROVISIONS
Project Number: 52929-4
Coal Creek Road Restoration 12
Payment will be made under:

<table>
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<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
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<tbody>
<tr>
<td>201.0003.0000</td>
<td>Clearing and Grubbing</td>
<td>Acre</td>
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</table>
203-3.01 GENERAL.

Replace the second sentence of the third paragraph with the following: Prevent disturbing material and vegetation outside of designated grading, borrow site, or access limits. (03/16/22) AML Special Provision

Add the following to the first paragraph: All materials used for embankment construction of designated fill areas must meet minimum compaction requirements, per 203-3.06. (6/05/14) AML-Special Provision

Replace the first sentence of the tenth paragraph with the following: Place embankment materials in horizontal layers not to exceed 12 inches uncompacted. Compact to specification before additional material is placed. (03/16/22) AML Special Provision

Add the following to paragraph eleven: Do not place rocks greater than 2 inches within 12 inches of finished grade. (03/16/22) AML Special Provision

Replace paragraph twelve with the following: Rocks too large to be embanked, as specified in paragraph eleven, shall be stockpiled for future use. Useable unclassified excavation materials shall not be wasted. (03/16/22) AML Special Provision

Eliminate subsection 203-3.05 and substitute the following:

203-3.06 COMPACTION. Construct embankments with specified material placed and compacted until embankment does not rut under loaded hauling equipment. Do not cover any lift with additional material until the required compaction has been completed, or to the satisfaction of the project engineer. (11/05/19) AML-Special Provision

203-5.01 BASIS OF PAYMENT. This item is subsidiary.
SECTION 302
SUBGRADE MODIFICATION

302-3.01 PROCESSING. Replace the entire Subsection with the following: Blade to required grade and smooth road surfaces within the work areas shown on the Plans. First remove and dispose of weeds, sod, grass, roots, or other objectionable material from the surface. Grade roadsides ditches and shoulders to conform to template. Material excavated from roadsides for placement on road surface shall meet requirements of Section 703-2.07. Spread the material obtained from surface grading uniformly over the roadbed to fill low spots.

Scarify the existing road surface as shown on the Plans for a minimum depth of 12 inches including realignment areas. Grade to establish finish grades to typical sections shown on the Plans. Compact road surface in conformance with Subsection 203-306.

302-3.02 FINISHING. Replace the entire Subsection with the following: Smooth all regraded road surfaces. Finish evenly so that final grades shall have uniform slopes, with positive drainage off the road prism. Compact all finished surfaces as specified in section 203-3.06.

302-4.01 METHOD OF MEASUREMENT. Replace the entire Subsection with the following:

Section 109 and the following:

Processing for subgrade modification is measured by station for full roadway width of section completed as measured along centerline.

302-5.01 BASIS OF PAYMENT. Replace the entire Subsection with the following: The contract price for processing includes all work described in 302-3.01 and 302-3.02, including finishing and maintenance of the completed surface. Water required for compaction and maintenance is subsidiary.

Payment will be made under:

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<tr>
<td>Item Number</td>
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<tr>
<td>302.0003.0000</td>
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</table>
SECTION 618
SEEDING

618-1.01 DESCRIPTION. This work consists of establishing a perennial stand of grass and other specified living vegetative cover in the areas indicated on the Plans and to acceptably maintain the cover for the term of the Contract, in order to establish permanent revegetative cover.

Apply seed and fertilizer to all cleared banks, roadside ditches, shoulders, berms, and any other areas disturbed and not covered by vegetation or aggregate by the Contractor during project activities, except access roads. Track walk or roughen suitable growth media surfaces per template or as designated by the Engineer, and apply seed, fertilizer, and water. Provide a living ground cover on all erodible surfaces, as required by the CGP.

(4/05/2022)AML-Special Provision

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

<table>
<thead>
<tr>
<th>Material</th>
<th>Section/Subsection</th>
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</thead>
<tbody>
<tr>
<td>Seed</td>
<td>Section 724</td>
</tr>
<tr>
<td>Fertilizer</td>
<td>Section 725</td>
</tr>
<tr>
<td>Water</td>
<td>Subsection 712-2.01</td>
</tr>
</tbody>
</table>

CONSTRUCTION REQUIREMENTS

618-3.01 SOIL PREPARATION. Roughen areas before applying seed and fertilizer. Retain and distribute elements of surface roughness in all areas to aid reestablishment of vegetation. Desired elements include stones, native plant growth, sticks, stumps, and other debris or irregularities that encourage vegetative regrowth.

Apply seed and fertilizer to slopes and designated surfaces, once clearing, embankment, finish grading, and surface preparation has been achieved. (02/01/2019)AML-Special Provision

618-3.02 SEEDING SEASONS. Seed disturbed areas that require seeding within 14 days of the permanent cessation of ground disturbing activities in that area. (01/27/07)E42-Standard Modification

Apply the seed as soon as practicable after surface preparation, within a period not to exceed one week. Ensure that seed and fertilizer are spread uniformly over all the areas per template or as designated. (01/27/07)E42-Standard Modification
Seed and fertilize during the local growing season. Do not seed during windy conditions or when climatic conditions or ground conditions would hinder placement or proper growth. The seeding season is from May 15 and August 1 (Interior Alaska). Written approval from the Engineer is required to seed at a different date.

618-3.03 APPLICATION. Apply seed, mulch and fertilizer as follows per 1000 ft². Apply seed and fertilizer in one application.

<table>
<thead>
<tr>
<th>Item</th>
<th>Ingredients</th>
<th>Application Rate (per 1000 S.F.)</th>
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<tbody>
<tr>
<td>Seed Mix</td>
<td>Arctared and/ or Boreal Red Fescue</td>
<td>0.60 lbs</td>
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<tr>
<td></td>
<td>Nortran Tufted Hairgrass</td>
<td>0.35 lbs</td>
</tr>
<tr>
<td></td>
<td>Annual Ryegrass (Lolium)</td>
<td>0.05 lbs</td>
</tr>
<tr>
<td></td>
<td>Total = 1.00 lbs</td>
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</tr>
<tr>
<td>Fertilizer</td>
<td>20-20-10</td>
<td>12.0 lbs</td>
</tr>
</tbody>
</table>

Dry broadcast application methods are suitable. Do not remove the required tags from the seed bags.

618-3.04 PLANT ESTABLISHMENT AND MAINTENANCE. Protect seed areas against traffic and erosion. Promptly repair surfaces that are gullied or otherwise damaged following seeding by re-grading, reseeding, and re-fertilizing as needed.

Water and maintain seeded areas until acceptance of the work. Use equipment that can water all seeded areas without damaging the seed bed.

Reseed any areas not showing evidence of satisfactory growth within 3 weeks of seeding. Erosion gullies over 4 inches deep must be filled and reseeded. Fill the entire erosion gully to surrounding grade, including the portions less than 4 inches deep.

(2/1/2014) PARKS-Special Provision

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

Reseed areas that are not acceptable to the Engineer.

618-3.06 PERIOD OF ESTABLISHMENT. Establishment periods extend for one complete growing season following acceptable seeding. Employ all possible means to preserve the new vegetative mat in a healthy and vigorous condition to ensure successful establishment.
Reseed areas that do not meet the specifications. Watering and reseeding after the final inspection are subsidiary.

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

(01/27/07)E42-Standard Modification

618-4.01 METHOD OF MEASUREMENT.

Seeding by the acre. By the area of ground surface acceptably seeded and maintained.

The work described under subsection 618-3.01 Soil Preparation is subsidiary to the seeding item. The amounts of fertilizer, seed, water for application used in this work, including any required reseeding and re-fertilization are subsidiary.

Water used in maintenance of seeded areas will not be measured directly for payment and will be considered subsidiary to the seeding item.

618-5.01 BASIS OF PAYMENT. At the contract unit price per unit of measurement for the pay items listed below that appear on the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>PAY ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item Number</td>
</tr>
<tr>
<td>618.0001,0000</td>
</tr>
</tbody>
</table>
SECTION 640
MOBILIZATION AND DEMOBILIZATION

640-1.01 DESCRIPTION. Add the following: Areas along Healy Creek road may require improvement to allow vehicle and heavy equipment access to the project site. The unpaved road portion extends approximately 13 miles from Healy power plant to the project site. It is the contractor’s responsibility to make any necessary improvements, and to maintain access to the project site during project construction. Any work associated with access road repair and/or maintenance will be subsidiary to 640(1). Maintenance of bridge structures is not included, however any damage incurred is the Contractor’s responsibility.
(02/04/19)AML-Special Provision

640-4.01 METHOD OF MEASUREMENT. Replace Item 4 with the following:

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

640-5.01 BASIS OF PAYMENT.

Payment will be made under:

| PAY ITEM |
|----------|----------------------------------|--------|
| Item Number | Item Description | Unit |
| 640.0001.0000 | Mobilization and Demobilization | LS |
SECTION 641

EROSION, SEDIMENT, AND POLLUTION CONTROL

641-1.01 DESCRIPTION. Provide project administration and Work relating to control of erosion, sedimentation, and discharge of pollutants, according to this section and applicable local, state, and federal requirements, including the APDES Construction General Permit. The state APDES program is administered by DEC. Section 301(a) of the Clean Water Act (CWA) and 18 AAC 83.015 provide that the discharge of pollutants to water of the U.S. is unlawful except as allowed by the CGP.

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

ACTIVE TREATMENT SYSTEM (ATS) OPERATOR. The Contractor’s qualified representative who is responsible for maintaining and operating an active treatment system (as defined in the CGP) for storm water runoff.

ALASKA CERTIFIED EROSION AND SEDIMENT CONTROL LEAD (AK-CESCL). A person who has completed training, testing, and other requirements of, and is currently certified as, an AK-CESCL from an AK-CESCL Training Program (a program developed under a Memorandum of Understanding between the Department and others). The Department recognizes AK-CESCLs as “qualified personnel” required by the CGP. An AK-CESCL must be recertified every three years. (See Qualified Person)

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC). 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 DEC 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 establishment of construction materials or equipment storage or maintenance areas (e.g. material piles, borrow area, concrete truck chute wash-down, fueling); and industrial activities that may discharge storm water and are directly related to

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the construction process (e.g. concrete or asphalt batch plants).

CONSTRUCTION GENERAL PERMIT (CGP). The permit authorizing storm water discharges from Construction Activities, issued and enforced by Alaska DEC. It authorizes storm water discharges provided permit conditions and water quality standards are met.

CORPS OF ENGINEERS PERMIT (COE PERMIT). A U.S. Army Corps of Engineers Permit for construction in waters of the US. Such permit may be issued under Section 10 of the Rivers and Harbors Act of 1899, or Section 404 of the Clean Water Act.

ELECTRONIC NOTICE OF INTENT (ENOI). The electronic Notice of Intent submitted to DEC, to obtain coverage under the CGP.

ELECTRONIC NOTICE OF TERMINATION (ENOT). The electronic Notice of Termination submitted to DEC, to end coverage under the CGP.

ENVIRONMENTAL PROTECTION AGENCY (EPA). A federal agency charged to protect human health and the environment.

ERODIBLE STOCKPILE. Any material storage area or stockpile consisting of mineral aggregate, organic material, or a combination thereof, with greater than 5 percent passing the #200 sieve, and any material storage where wind or water transports sediments or other pollutants from the stockpile. Erodible Stockpile also includes any material storage area or stockpile where the Engineer determines there is potential for wind or water transport of sediments or other pollutants away from the stockpile.

EROSION AND SEDIMENT CONTROL PLAN (ESCP). The Department’s project specific document that illustrates measures to control erosion and sediment on the project. The ESCP provides bidders with the basis for cost estimating and guidance for developing an acceptable Storm Water Pollutant Prevention Plan (SWPPP).

FINAL STABILIZATION. Is defined in this section as it is defined in the CGP, Appendix C.

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 SWPPP.

INSPECTION. An inspection required by the CGP or the SWPPP, usually performed together by the Contractor’s SWPPP Manager and Department’s Storm Water Inspector.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT. A DEC storm water discharge permit issued to certain local governments and other public bodies, for operation of storm water conveyances and drainage systems. See CGP for further definition.

MULTI-SECTOR GENERAL PERMIT (MSGP). The Alaska Pollutant Discharge Elimination
LOW-ERODIBLE STOCKPILE. Any material stockpile identified in the CGP definition for Final Stabilization Section 1.b, and includes: riprap, gabion backfill, porous backfill, railroad ballast, and sub-ballast, ditch lining, or fill material with low erodibility. The stockpile shall not have a gradation of more than 5 percent passing the #200 sieve unless approved by an Engineer. There shall be no possibility of sediment transport due to water or wind erosion.

OPERATOR(S). The party or co-parties associated with a regulated activity that has responsibility to obtain permit coverage under the CGP. "Operator" for the purpose of the CGP and in the context of storm water associated with construction activity, means any party associated with a construction project that meets either of the following two criteria:

1. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

2. The party has day to day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

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, sediment, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt and industrial or municipal waste.

PROJECT ZONE. The physical area provided by the Department for Construction. The Project Zone includes the area of highway or facility under construction, project staging and equipment areas, and material and disposal sites; when those areas, routes and sites, are provided by the Contract. 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 Zone.

QUALIFIED PERSON. A person knowledgeable in the principles and practice of erosion and sediment controls. A qualified Person must be certified under the Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) training program. One of the following training and certification programs may substitute for AK-CESCL certification: CPESC, CESSWI, CPSWQ, OR CISEC (CGP, Appendix C).

RECORDS. Any record, report, information, document, or photograph required to be created or maintained pursuant to the requirements of the CGP, the CGP storm water requirements of the Clean Water Act; and applicable local, state, and federal laws and regulations regarding document preservation.

SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC PLAN). The System General Permit for storm water discharges associated with industrial activity.
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.

**STORM EVENT.** A rainfall event that produces more than 0.5-inch of precipitation in 24 hours and that is separated from the previous storm event by at least 3 days of less than 0.1 inch of rain per day.

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP).** The Contractor’s detailed project specific plan to minimize erosion and contain sediment within the Project Zone, and to prevent discharge of pollutants that exceed applicable water quality standards. The SWPPP includes, but is not limited to, amendments, records of activities, inspection schedules, and reports, qualifications of key personnel, and all other documentation, required by the CGP and this specification, and other applicable local, state, and federal laws and regulations.

**STORM WATER POLLUTION PREVENTION PLAN TWO (SWPPP2).** The Contractor’s detailed project specific plan to comply with CGP or MSGP requirements, for Contractor construction-related activities outside the Project Zone.

**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.

**SUBCONTRACTOR SWPPP COORDINATOR.** The subcontractor’s representative with authority to direct the subcontractor’s work, and who is responsible for coordination with the Superintendent and SWPPP Manager, and for the subcontractor’s compliance with the SWPPP.

**SUPERINTENDENT.** The Contractor’s duly authorized representative in responsible charge of the work. 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.

**SWPPP AMENDMENT.** A revision or document that adds to, deletes from, or modifies the SWPPP.

**SWPPP MANAGER.** The Contractor’s qualified representative who conducts Inspections, updates SWPPP records, and has authority to suspend work and to implement corrective actions required for CGP compliance.

**SWPPP PREPARER.** The Contractor’s qualified representative who is responsible for developing the initial SWPPP.
TEMPORARY STABILIZATION. Protecting soils from erosion and sediment loss by rainfall, snow melt, runoff, or wind with a temporary vegetative and/or non-vegetative protection cover. Temporary stabilization may include a combination of seeding, geotextiles, mulches, surface tackifiers, rolled erosion control products, low-erodible gravel or paving, or the mentioned BMP's combined together with trackwalking.

UTILITY SPILL RESPONSE COORDINATOR. The Utility’s representative with authority and responsibility for coordinating the Utility’s activities in compliance with the HMCP and SPCC Plan.

UTILITY SWPPP COORDINATOR. The Utility’s representative with authority to direct the Utility’s work, and who is responsible for coordination with the Superintendent and SWPPP Manager, and for the Utility’s compliance with the SWPPP.

641-1.03 PLAN AND PERMIT SUBMITTALS.

For plans listed in Subsection 108-1.03.5 (SWPPP, HMCP, and SPCC), use the Contractor submission and Department review deadlines identified in Subsection 641-1.03.

Partial and incomplete submittals will not be accepted for review. Any submittal that is resubmitted or revised after submission, but before the review is completed, will restart the submittal review timeline. No additional Contract time or additional compensation will be allowed due to delays caused by partial or incomplete submittals, or required re-submittals.

1. Storm Water Pollution Prevention Plan. Submit an electronic copy and three hard copies of the SWPPP to the Engineer for approval. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. Organize and bind the SWPPP and related documents for submittal according to the requirements of Subsection 641-2.01.2.

The Department will review the SWPPP submittals within 14 days after they are received. Submittals will be returned to the Contractor, and marked as either “rejected” with reasons listed or as “approved” by the Department. When the submittal is rejected, the Contractor must revise and resubmit the SWPPP. The 14-day review period will restart when the contractor submits an electronic copy and three hard copies of the revised SWPPP to the Engineer for approval.

After the SWPPP is approved by the Department, the Contractor must sign and certify the approved SWPPP using Form 25D-111. See Subsection 641-1.03.4 for further SWPPP submittal requirements.

2. Hazardous Material Control Plan. The HMCP Template can be found at the following webpage: http://www.dot.state.ak.us/stwddes/dcsconst/pop_constforms.shtml. Submit an electronic copy and three hard copies of the HMCP, as an appendix to the SWPPP, to the Engineer for approval. The HMCP submittal and review timeline, and signature requirements are the same as the SWPPP.
3. **Spill Prevention, Control, and Countermeasure Plan.** When a SPCC Plan is required under Subsection 641-2.03, submit an electronic copy and three signed hard copies of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.

4. **CGP Coverage.** The Contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project. Do not use the SWPPP for Construction Activities outside the Project Zone where the Department is not an operator. Use a SWPPP2 for Construction Activities outside the Project Zone.

   After Department approval of the SWPPP and prior to beginning Construction Activity, submit an eNOI with the required fee to DEC for coverage under the Construction General Permit (CGP). Submit a copy of the signed eNOI and DEC’s written acknowledgement (by letter or other document), to the Engineer as soon as practicable and no later than 3 days after filing eNOI or receiving a written response.

   Do not begin Construction Activity until the conditions listed in Subsection 641-3.01.1 are completed.

   The Department will submit an eNOI to DEC for Construction Activities inside the Project Zone. The Engineer will provide the Contractor with a copy of the Department’s eNOI and DEC’s written acknowledgment (by letter or other document), for inclusion in the SWPPP.

   Before Construction Activities occur, transmit to the Engineer an electronic copy of the approved and certified SWPPP, with signed Delegations of Signature Authorities on Forms 25D-107 and 25D-108, SWPPP Certifications on Forms 25D-111 and 25D-109, both permittee’s signed eNOIs and DEC’s written acknowledgement.

5. **Ending CGP Coverage.** Submit an eNOT to DEC within 30 days after the Engineer has determined the conditions listed in Subsection 641-3.01.6 have been met. Submit a copy of the signed eNOT and DEC’s acknowledgement letter to the Department within 3 days of filing the eNOT or receiving a written response.

6. **DEC SWPPP Review.** When CGP Part 2.1.3, requires DEC SWPPP review:

   a. Transmit a copy of the Department-approved SWPPP to DEC using delivery receipt confirmation;

   b. Transmit a copy of the delivery receipt confirmation to the Engineer within 7 days of receiving the confirmation; and

   c. Retain a copy of delivery receipt confirmation in the SWPPP.

7. **Local Government SWPPP Review.** When local government or the CGP Part 2.1.4, requires local government review:
a. Transmit a copy of the Department-approved SWPPP and other information as required to local government, with the required fee. Use delivery receipt confirmation;

b. Transmit a copy of the delivery receipt confirmation to the Engineer within 7 days of receiving the confirmation;

c. Transmit a copy of any comments by the local government to the Engineer within 7 days of receipt;

d. Amend the SWPPP as necessary to address local government comments and transmit SWPPP Amendments to the Engineer within 7 days of receipt of the comments;

e. Include a copy of local government SWPPP review letter in the SWPPP; and

f. File a notification with local government that the project is ending.

8. Modifying Contractor's eNOI. When required by the CGP Part 2.7, modify your eNOI to update or correct information within 30 calendar days of the change. Reasons for modification include a change in start or end dates, change in Owner/Operator address and contact information, change in site information, any changes in number of acres to be disturbed, change in decision to use or not use treatment chemicals, or change in location of SWPPP records.

The Contractor must submit an eNOT and then submit a new eNOI instead of an eNOI modification when: the operator has changed.

641-1.04 PERSONNEL QUALIFICATIONS. Provide documentation in the SWPPP that the individuals serving in these positions meet the personnel qualifications.

1. The SWPPP Preparer.

a. Total disturbed acreage, 20 acres or less, must meet at least one of the following qualifications:

   (1). Current certification as a Certified Professional in Erosion and Sediment Control (CPESC);

   (2). Current certification as AK-CESCL, and at least two years' experience in erosion and sediment control, as a SWPPP Manager or SWPPP writer, or equivalent. Provide documentation including project names, project timelines, and work responsibilities demonstrating the experience requirement; or

   (3). Professional Engineer registered in the State of Alaska with current certification as AK-CESCL.

b. Total disturbed acreage greater than 20 acres, must meet Subsection 641-1.04.1.a. above, and complete a SWPPP Preparation course.

2. The Superintendent must meet the following qualifications:
a. Current certification as AK-CESCL; and

b. Duly authorized representative, as defined in the CGP, Appendix A, Part 1.12.3.

3. The SWPPP Manager must have current certification as AK-CESCL. The SWPPP Manager must meet the experience, and authority requirements identified in the CGP for the Storm Water Lead and Storm Water Inspector positions.

4. The Active treatment System (ATS) operator must have current certification as AK-CESCL, and be knowledgeable in the principles and practices of treatment systems in general, and the operation of the project-specific ATS. The ATS operator must have at least three months field experience with ATS, or completion of an ATS manufacturer's training course, or completion of system operator certification course.

5. The Department accepts people having any of the following certificates as equivalent to AK-CESCL, if the certificates are current according to the sponsoring organization’s policies:

   a. CPESC, Certified Professional in Erosion and Sediment Control; or

   b. CISEC, Certified Inspector in Sediment and Erosion Control.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

1. **eNOI and eNOT.** The eNOI and eNOT must be signed and certified by a responsible corporate officer according to CGP Appendix A, Part 1.12. Signature and certification authority for the eNOI and eNOT cannot be delegated.

2. **Delegation of Signature Authority for Other SWPPP Documents and Reports.** Use Form 25D-108 to delegate signature authority and certification authority to the Superintendent position, according to CGP Appendix A, Part 1.12.3, for the SWPPP, Inspection Reports and other reports required by the CGP. The Superintendent position is responsible for signing and certifying the SWPPP, Inspection Reports, and other reports required by the CGP, except the eNOI and eNOT.

   The Engineer will provide the Department’s delegation on Form 25D-107, which the Contractor must include in the SWPPP.

3. **Subcontractor Certification.** Subcontractors must certify on Form 25D-105, that they have read and will abide by the CGP and the conditions of the project SWPPP.

4. **Signatures and Initials.** Handwrite signatures or initials on CGP documents and SWPPP forms, wherever a signature or initial is required.

641-1.06 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE.

1. The Department and the Contractor are jointly responsible for permitting and permit

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compliance within the Project Zone.

2. The Contractor is responsible for permitting and permit compliance outside the Project Zone. The Contractor has sole responsibility for compliance with DEC, COE, and other applicable federal, state, and local requirements, and for securing all necessary clearances, rights, and permits. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.

An entity that owns or operates, a commercial plant (as defined in Subsection 108-1.01.4) or material source or disposal site outside the Project Zone, is responsible for permitting and permit compliance. The Contractor has sole responsibility to verify that the entity has appropriate permit coverage.

3. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.

4. The Department is not responsible for permitting or permit compliance, and is not liable for fines resulting from noncompliance with permit conditions:
   a. For areas outside the Project Zone;
   b. For Construction Activity and Support Activities outside the Project Zone; and
   c. For commercial plants, commercial material sources, and commercial disposal sites.

641-1.07 UTILITY.

Relocation Coverage. A Utility company is not an Operator when utility relocation is performed concurrently with the Project, as outlined in Section 105-1.06. The Department maintains operational control over the Utility’s plans and specifications for coordination with project construction elements, and the Contractor has day-to-day control over the various utility construction activities that occur in support of the Project. A Utility company is considered a subcontractor for concurrent relocation.

After the Contractor has an active NOI for the Project, a Utility Company performing advance relocation work under a separate SWPPP no longer has Operator status and files the NOT for the Utility Company’s SWPPP covering only the completed utility work. Remaining utility relocation work is included in and performed under the Project SWPPP.

641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

1. SWPPP Preparer and Pre-Construction Site Visit.

   Use a SWPPP Preparer to develop the SWPPP and associated documents, according to the requirements of the CGP and COE permit. The SWPPP Preparer must put their
name, qualifications (including the expiration date of any certifications), title and company name in the SWPPP.

The SWPPP Preparer must conduct a pre-construction inspection at the Project site before construction activity begins. If the SWPPP Preparer is not a Contractor employee, the SWPPP Preparer must visit the site accompanied by the Contractor. Give the Department at least 7 days advance notice of the site visit, so that the Department may participate.

During the pre-construction inspection, the SWPPP Preparer must identify, or if a draft of the SWPPP has already been prepared verify that the SWPPP fully addresses and describes:

a. Opportunities to phase construction activities;

b. Appropriate BMPs and their sequencing; and

c. Sediment controls that must be installed prior to beginning Construction Activities.

Document the SWPPP Preparer’s pre-construction inspection in the SWPPP on Form 25D-106, SWPPP Pre-Construction Site Visit, including the names of attendees and the date.

2. Developing the SWPPP.

Use the Department’s project ESCP, Environmental commitments, and other Contract documents as a starting point for developing the SWPPP. The approved SWPPP replaces the ESCP.

Develop the SWPPP with sections and appendices, according to the current DOT&PF SWPPP template. Include information required by the Contract and described in the CGP Part 5.0.

a. Obtain the following forms after they have been completed by the Department and include them in the SWPPP:

(1) SWPPP Delegation of Signature Authority – DOT&PF (25D-107)

(2) SWPPP Certification for DOT&PF (25D-109)

(3) SWPPP Delayed Action Item Report (25D-113), if needed

b. Use the following Department forms for recording information in the SWPPP:

(1) SWPPP Amendment Log (25D-114)

(2) SWPPP Certification for Contractor (25D-111)
(3) SWPPP Construction Site Inspection Report (25D-100)
(4) SWPPP Corrective Action Log (25D-112)
(5) SWPPP Daily Record of Rainfall (25D-115)
(6) SWPPP Delegation of Signature Authority – Contractor (25D-108)
(7) SWPPP Grading and Stabilization Activities Log (25D-110)
(8) SWPPP Pre-Construction Site Visit (25D-106)
(9) SWPPP Project Staff Tracking (25D-127)
(10) SWPPP Subcontractor Certification (25D-105)
(11) SWPPP Training Log (25D-125)
(12) SWPPP Noncompliance (25D-143)

SWPPP Template forms and instructions are available online at:
http://www.dot.state.ak.us/stwddes/dcsconst/pop_constforms.shtml

Compile the SWPPP in three ring binders with tabbed and labeled dividers for each section and appendix.

3. SWPPP Considerations and Contents.

   a. The SWPPP must provide erosion and sediment control measures for all Construction Activity within the Project Zone. Construction activity outside the Project Zone must have permit coverage, using a separate SWPPP2, and separate Contractor Inspections.

   b. The SWPPP must consider the activities of the Contractor and all subcontractors and utility companies performing work in the Project Zone. The SWPPP must describe the roles and responsibilities of the Contractor, subcontractors, utility companies, and the Department with regard to implementation of the SWPPP. The SWPPP must identify all operators for the Project, including utility companies performing Construction Activity, and identify the areas:

      (1) Over which each operator has operational control; and

      (2) Where the Department and Contractor are co-operators.

   c. For work outside the Project Zone the SWPPP must identify the entity that has storm...
water permit coverage, the operator, and the areas that are:

(1) Dedicated to the Project and where the Department is not an operator; and

(2) Not dedicated to the project, but used for the project.

d. Account for the Contractor’s construction methods and phasing. Identify the amount of mean annual precipitation.

e. Comply with the CGP Part 1.4.3 Authorized Non-Storm Water Discharges. List locations where authorized non-storm water will be used, including the types of water that will be used on-site.

f. Include the Department’s Antidegradation Analysis in the SWPPP if storm water from the Project Zone discharges into receiving water that is considered a high quality water and that constitutes an outstanding national resource, according to CGP Part 2.1.6.

g. Where the project intersects a Public Water System (PWS), the Engineer will notify the PWS contact for the Department and Contractor according to the CGP Part 4.10. Contractor Amend a copy of the communications in Appendix Q.

h. There are special requirements in the CGP Part 3.2, for storm water discharges into an impaired water body, and they may include monitoring of storm water discharges. For Projects meeting the permit criteria, the Contractor shall implement a monitoring plan approved by the Department for the storm water within the Project Zone, and shall provide the required information and reports for inclusion in the SWPPP. The Contractor is responsible for monitoring and reporting outside the Project Zone.

i. Preserve natural topsoil unless infeasible. Delineate the site according to CGP Part 4.2.1. Use stakes, flags, or silt fence, etc. to identify areas where land disturbing activities will occur and areas that will be left undisturbed. Minimize the amount of soil exposed during Construction activity according to CGP Part 4.2.2.

j. Comply with CGP Part 4.4, and the DEC General Permit for Excavation Dewatering (AKG002000), requirements for dewatering for trenches and excavations.

k. The SWPPP must identify specific areas where potential erosion, sedimentation, or pollution may occur. The potential for wind erosion must be addressed. The potential for erosion at drainage structures must be addressed.

l. Describe methods and time limits, to initiate temporary or final soil stabilization, CGP Part 4.5.1.1. Begin stabilization no later than the end of the next work day, following the day when the earth-disturbing activities have permanently ceased on any portion of the site or temporarily ceased on any portion of the site and will not resume for a period exceeding:

(1) 7 days for areas with mean annual precipitation 40 inches or greater; or
(2) 14 days for areas with mean annual precipitation less than 40 inches.

Time allotted to complete temporary and final stabilization, Subsection 641-2.01, 3.m.

m. Within 7 days of initiating final stabilization, CGP Part 4.5.1.4, either complete final stabilization or continue maintenance of work until final stabilization is complete. Complete temporary stabilization within 14 days of initiating stabilization, CGP Part 4.5.1.2.

n. Include in the “Stabilize Soils” section of the SWPPP, a description of how you will minimize the amount of disturbed and unstabilized ground in the fall season. Identify anticipated dates of fall freeze-up and spring thaw. Describe how you will stabilize areas when it is close to or past the seasonal time of snow cover or frozen conditions, and before the first seasonal thaw. Include a plan for final stabilization.

o. Plans for Active Treatment Systems must be submitted to DEC for review at least 14 days prior to use of the system and the Operator of the ATS identified in the SWPPP. Any use of treatment chemicals must be identified on the NOI, documented in the SWPPP, and meet with the requirements in the CGP Part 4.6.

p. The SWPPP must provide designated areas for equipment and wheel washing, equipment fueling and maintenance, chemical storage, staging or material storage, waste or disposal sites, concrete washouts, paint and stucco washouts, and sanitary toilets. These activities must be done in designated areas that are located, to the extent practicable, away from drain inlets, conveyance channels, and waters of the US. No discharges are allowed from concrete washout, paint and stucco washout; or from release oils, curing compounds, fuels, oils, soaps, and solvents. Equipment and wheel washing water that doesn’t contain detergent may be discharged on-site if it is treated before discharge.

q. Design temporary BMPs for a 2 year 24 hour precipitation amount. Describe BMPs in the SWPPP and in SWPPP Amendments, including source controls, sediment controls, discharge points, and temporary and final stabilization measures. Describe the design, placement, installation, and maintenance of each BMP, using words, and drawings as appropriate. Describe the design capacity of sediment basins (including sediment ponds and traps). Provide a citation to the BMP Manual or publication used as a source for the BMP, including the manufacturer's or BMP manual specifications for installation (CGP Part 5.3.6.2). If no published source was used to select or design a BMP, then the SWPPP or SWPPP amendment must state that “No BMP manual or publication was used for this design.”

r. Describe the sequence and timing of activities that disturb soils and of BMP implementation and removal. Phase earth-disturbing activities to minimize unstabilized areas, and to achieve temporary or final stabilization quickly. Whenever practicable incorporate final stabilization work into excavation, embankment, and grading activities. Include drawings showing each phase of the project with the BMPs.
implemented in the Phase.

s. Provide a legible site map or set of maps in the SWPPP, showing the entire site and identifying boundaries of the property where construction and earth-disturbing activities will occur, as described in the CGP Part 5.3.5. Include all BMPs on the site map.

t. Identify the inspection frequency in the SWPPP:

(1) Inspect once every 7 calendar days regardless of the precipitation amount.

u. Linear Project Inspections, described in CGP Part 6.5, are not applicable to this contract.

v. The SWPPP must cite and incorporate applicable requirements of the Project permits, environmental commitments, COE permit, and commitments related to historic preservation. Make additional consultations or obtain permits as necessary for Contractor specific activities that were not included in the Department’s permitting and consultation.

w. The SWPPP is a dynamic document. Keep the SWPPP current by noting installation, modification, and removal of BMPs, and by using amendments, SWPPP amendment logs, Inspection Reports, corrective action logs, records of land disturbance and stabilization, and any other records necessary to document storm water pollution prevention activities and to satisfy the requirements of the CGP and this specification. See Subsection 641-3.03 for more information.

4. Recording Personnel and Contact Information in the SWPPP.

Identify the SWPPP Manager as the Storm Water Lead and Storm Water Inspector positions in the SWPPP. Document the SWPPP Manager’s responsibilities in Section 2.0 Storm Water Contacts, of the SWPPP template and:

a. Identify that the SWPPP Manager does not have authority to sign inspection reports (unless the SWPPP Manager is also the designated project Superintendent).

b. Identify that the SWPPP Manager cannot prepare the SWPPP unless the SWPPP Manager meets the Contract requirements for the SWPPP Preparer.

Include in the SWPPP, proof of AK-CESCL, or equivalent certifications for the Superintendent and SWPPP Manager, and for any acting Superintendent and acting SWPPP Managers. If the Superintendent or SWPPP Manager is replaced permanently or temporarily, by an acting Superintendent or acting SWPPP Manager, record in the SWPPP (use Form 25D-127) the names of the replacement personnel, the date of the replacement. For temporary personnel record their beginning and ending dates.

Provide 24-hour contact information for the Superintendent and SWPPP Manager.
Superintendent and SWPPP Manager must have 24-hour contact information for all Subcontractor SWPPP Coordinators and Utility SWPPP Coordinators.

Include in the SWPPP, proof of AK-CESCL, or equivalent certifications of ATS operators. Record the names of ATS operators and their beginning and ending dates, on Form 25D-127.

The Department will provide proof of AK-CESCL, or equivalent certifications for the Department’s Project Engineer, Storm Water Inspectors, and Monitoring Person (if applicable), and names and dates they are acting in that position. Include the Department’s staff certifications in Appendix E. Include the Department’s staff names, dates acting, and assignments, in Section 2.0 of the SWPPP.

641-2.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS.

1. Prepare the HMCP using the DOT&PF template located at the following DOT&PF link; (http://www.dot.state.ak.us/stwddes/dcsconst/pop_constforms.shtml) 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 SWPPP. Compile Material Safety Data Sheets in one location and reference that location in the HMCP.

2. 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.

3. 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.

4. 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, under equipment during maintenance or repairs, and under leaky equipment.

5. 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.

6. Describe procedures for containment and cleanup of hazardous materials. Describe a

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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 spills or contaminated surfaces immediately.

7. 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.

8. 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 Plan) REQUIREMENTS.

Prepare and implement an SPCC Plan when required by 40 CFR 112; when both of the following conditions are present on the Project:

1. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and

2. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons)

Reference the SPCC Plan in the HMCP and SWPPP.
641-2.04 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT AND STORM WATER LEAD

The Superintendent is responsible for the overall operation of the Project and all Contractor furnished sites and facilities directly related to the Project. The Superintendent shall sign and certify the SWPPP, Inspection Reports, and other reports required by the CGP, except the NOI and NOT. The Superintendent may not delegate the task or responsibility of signing and certifying the SWPPP submitted under Subsection 641-1.03.1, Inspection Reports, and other reports required by the CGP.

The Superintendent may assign certain duties to the SWPPP Manager.

1. Ensuring Contractor’s and subcontractor’s compliance with the SWPPP and CGP;
2. Ensuring the control of erosion, sedimentation, or discharge of pollutants;
3. Directing and overseeing installation, maintenance, and removal of BMPs;
4. Performing Inspections; and
5. Updating the SWPPP including adding amendments and forms.

When Bid Item 641.0007 is part of the Contract, the SWPPP Manager must be available at all times to administer SWPPP requirements, and be physically present within the Project Zone or the project office, for at least eight hours per day when construction activities are occurring.

The Superintendent and SWPPP Manager shall be knowledgeable in the requirements of this Section 641, the SWPPP, CGP, BMPs, HMCP, SPCC Plan, environmental permits, environmental commitments, and historic preservation commitments.

The Superintendent and SWPPP Manager shall have the Contractor’s complete authority and be responsible for suspending construction activities that do not conform to the SWPPP or CGP.

641-2.05 MATERIALS.

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

Use the temporary seed mixture specified, and if not specified as directed.

Use soil stabilization material as specified in Section 727.

Use silt fences as specified in Section 729.

Use straw and straw products certified weed free of prohibited and restricted noxious weed
seed and quarantined pests, according to Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34). When straw or straw products certified according to 11 AAC 34 are not available, use non-certified products manufactured within Alaska before certified products manufactured in another state, country, or territory. Non-certified straw or straw products manufactured in another state, country, or territory shall not be used. Grass, legumes, or any other herbaceous plants produced as hay, shall not be substituted for straw, or straw products.

Use Oregon Scientific RGR126 wireless rain gauge with temperature, or Taylor 2751 Digital Wireless Rain Gauge with Thermometer, or approved equivalent.

641-2.06 CONTRACTOR REQUIREMENTS. The Contractor must be familiar with the requirements of the CGP because Contractor’s employees will be conducting duties that relate to compliance with the CGP.

641-3.01 CONSTRUCTION REQUIREMENTS. Comply with the SWPPP and the requirements of the CGP Part 5.0.

1. **Before Construction.**

   The following actions must be completed before Construction Activity begins:

   a. The SWPPP Preparer must visit the Project, the visit must be documented in the SWPPP Form (25D-106), and the SWPPP must be developed (or amended) with findings from the visit;

   b. The SWPPP must be approved by the Engineer on Form 25D-109;

   c. The Contractor must be authorized to begin by the Engineer;

   d. The Project eNOIs for the Department and for the Contractor, as well as any other eNOIs if there are additional operators, must be listed as Active Status on the DEC website;

   e. The Department approved SWPPP must be submitted to DEC and Local Government (when required); and

   f. The Contractor has transmitted to the Engineer an electronic copy, and at least one hardcopy of the approved SWPPP.

   g. The Delegation of Authority (Forms 25D-108 and 25D-107) for both the Contractor and DOT&PF Engineer are signed.

   h. Begin winter construction activity according to CGP Part 4.12.2, provided actions a, c, and g are completed. If winter construction activities may extend beyond spring thaw, the following actions must be completed before spring thaw:
(1) Actions a through g, listed above, and

(2) Appropriate control measures to minimize erosion and sediment runoff during spring thaw and summer rainfall are installed.

i. Post notices.

Include the following information:

(1) Copy of all eNOIs related to this project;

(2) Location of the SWPPP.

Post notices on the outside wall of the Contractor’s project office, and near the main entrances of the construction project. Protect postings from the weather. Locate postings so the public can safely read them without obstructing construction activities or the traveling public (for example, at an existing pullout). Do not use retroreflective signs for the SWPPP posting. Do not locate SWPPP signs in locations where the signs may be confused with traffic control signs or devices. Update the notices if the listed information changes.

j. Install an outdoor rain gauge per manufacturer’s guidance in a readily accessible location on the Project. Projects may utilize the nearest National Weather Service (NWS) precipitation gauge station, if within 20 miles of the project, to determine rainfall amounts during storm events.

k. Delineate the site for both land disturbing activities and areas that will be left undisturbed.

l. Install sediment controls and other BMPs that must be placed prior to the initiation of Construction Activity.

2. During Construction.

Before subcontractors or utility companies begin soil-disturbing activities, provide to them copies of applicable portions of the SWPPP, and require them to sign a SWPPP Subcontractor Certification, Form 25D-105. Include SWPPP Subcontractor Certifications as an appendix to the SWPPP. Ensure subcontractors and utility companies understand and comply with the SWPPP and the CGP. Inform subcontractors and utility companies of SWPPP amendments that affect them in a timely manner. Coordinate with subcontractors and utility companies doing work in the Project Zone so BMPs, including temporary and final stabilization are installed, maintained, and protected from damage.

Provide on-going training to employees and subcontractors, on control measures at the site and applicable storm water pollution prevention procedures. Training must be specific to the installation, maintenance, protection, and removal of control measures.
CGP 4.14. Training must be given at a frequency that will be adequate to ensure proper implementation and protection of control measures, and no less frequently than once a month during construction activity. Document on the SWPPP Training Log, Form 25D-125, the dates and attendees to these trainings. Include the SWPPP Training Log as an appendix to the SWPPP.

Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the SWPPP and the CGP.

Comply with Subsection 107-1.11 Protection and Restoration of Property and Landscape. Concrete washout must be fully contained.

Comply with CGP Part 4.8.2 for fueling and maintenance activities. Place absorbent pads or other suitable containment under fill ports while fueling, under equipment during maintenance or repairs, and under leaky equipment.

Comply with requirements of the HMCP and SPCC Plan, and all local, state, and federal regulations that pertain to the handling, storage, containment, cleanup, and disposal of petroleum products or other hazardous materials.

Keep the SWPPP and HMCP current (refer to Subsection 641-2.01.3, SWPPP Considerations and Contents)

3. **Pollutant and Hazardous Materials Reporting Requirements.**

If an incident of non-compliance occurs that may endanger health or the environment a report must be made, CGP, Appendix A, Part 3.4:

a. Orally report to the Engineer as soon as the permittee becomes aware of the incident,

b. Orally report to DEC within 24 hours after the permittee becomes aware of the incident, and

c. In writing, report to DEC within 5 days after the permittee becomes aware of the circumstances. To report in writing, complete the written noncompliance report on Form 25D-143, and file the written report with DEC. Coordinate the report with the Engineer. Include in the report:

(1) A description of the noncompliance and its causes;

(2) The exact dates and times of noncompliance;

(3) If not yet corrected the anticipated time the project will be brought back into compliance; and

(4) The corrective action taken or planned to reduce, eliminate and prevent
reoccurrence.

Notify the Engineer and COE Regulatory Program as soon as the permittee becomes aware of an incident of noncompliance with COE Permits.

Report spills of petroleum products or other hazardous materials to the Engineer as soon as the permittee becomes aware of the incident, the DEC (CGP Part 9.3), and other agencies as required by law. Use the HMCP and SPCC Plan (if available) for contact information to report spills to regulatory agencies.

4. Corrective Action and Maintenance of BMPs.

Implement maintenance as required by the CGP, SWPPP, and manufacturer's specifications, whichever is more restrictive.

a. Implement corrective action:

(1) If an incident of noncompliance with the SWPPP, or CGP is identified;

(2) If an Inspection or the Engineer identifies the SWPPP or any part of the SWPPP is ineffective in preventing erosion, sedimentation or the discharge of pollutants;

(3) If a required BMP was not installed according to the SWPPP schedule or phasing, or was installed incorrectly, or was not installed according to the CGP Part 4.0;

(4) If a BMP is not operating as intended, has not been maintained in an effective operation condition, or is unable to effectively perform the intended function;

(5) If sediment accumulates more than one-third of the distance of the above-ground height of the silt fence;

(6) If sediment accumulates to more than one-half retention height for an inlet BMP, check dam, berm, wattle, or other control measures;

(7) If a prohibited discharge of pollutants, as specified in CGP Part 4.7, is occurring or will occur; or

(8) If there is accumulation of sediment or other pollutants, that is in or near any storm water conveyance channels, or that may enter a discharge point or storm sewer system. If there is accumulation of sediment or other pollutants that is being tracked outside the project zone.

b. Implement corrective actions so that they comply with the following time requirements:

(1) For conditions that are easily remedied (i.e. removal of tracked sediment, maintenance of control measure, or spill clean-up), initiate corrective action within
24 hours and complete as soon as possible;

(2) If a discharge occurs during a local 2-year, 24-hour storm event, initiate a corrective action the day after the storm event ends;

(3) If installation of a new control measure is needed or an existing control measure requires redesign and reconstruction or replacement to make it operational, the corrective action must be completed within 7 calendar days from the time discovered.

(4) For all other conditions initiate corrective actions so both of the following requirements are met:

(a) Corrective action is completed in time to protect water quality; and

(b) Corrective action is completed no later than the Complete-by-Date that was entered in an Inspection Report (see Subsection 641-3.03.2 for more information).

If a corrective action is not implemented within the time requirements of this section, document the situation in the SWPPP, notify the Engineer, and implement corrective action as soon as possible.

If a corrective action could affect a subcontractor, notify the subcontractor within 3 days of taking the corrective action. Require in your written subcontract, that subcontractors must notify the Contractor within 24 hours of becoming aware of a condition that requires a corrective action.

5. **Stabilization.**

a. 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:

(1) Not later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased (CGP Part 4.5.1.1, Note:).

(2) As soon as necessary to avoid erosion, sedimentation, or the discharge of pollutants; and

(3) As identified in the SWPPP.

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

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

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

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

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

(1) At the culvert or drainage structure inlet and outlet; and

(2) In the areas upstream and downstream that may be disturbed by the process of installing the culvert, culvert end walls, culvert end sections, or drainage structure.

h. Before deactivating a stream bypass or stream diversion used for construction of a bridge, culvert, or drainage structure, install final or temporary stabilization when approved by the Engineer:

(1) At the inlet and outlet of the culvert, drainage structure, or bridge;

(2) In the area upstream and downstream of the culvert, drainage structure, or bridge, that is disturbed during installation or construction of the culvert, drainage structure, or bridge; and

(3) Under the bridge.

Within 7 days of initiating final stabilization, either complete final stabilization or continue
maintenance of work until final stabilization is complete, CGP Part 4.5.1.5,

Complete temporary stabilization within 14 days of initiating stabilization, CGP Part 4.5.1.2.

6. Ending CGP Coverage and BMP Maintenance in the Project Zone.

a. The Engineer will determine the date that all the following conditions for ending CGP coverage have been met within the Project Zone:

   (1) Land disturbing activities have ceased;

   (2) Final Stabilization has been achieved on all portions of the Project Zone, according to the CGP PART 4.5.2 (including at Department furnished material sources, disposal sites, staging areas, equipment areas, etc.); and

   3) Temporary BMPs have been removed.

b. After the Engineer has determined the conditions for ending CGP coverage have been met, the Department will:

   (1) Send written notice to the Contractor with the date that the conditions were met;

   (2) Submit an eNOT to DEC; and

   (3) Provide a copy of the eNOT and DEC’s acknowledgement letter to the Contractor.

The Contractor is responsible for ending permit coverage within the Project Zone, by submitting an eNOT to DEC within 30 days of meeting the conditions for ending CGP coverage. The Contractor is responsible for BMP maintenance and SWPPP updates until permit coverage is ended.

If the Contractor’s CGP eNOI acreage includes Support Activities and any other areas where the Department is not an Operator, the Contractor may not be able to file an eNOT at the same time as the Department. In this case, the Contractor must amend the SWPPP and separate SWPPP2(s), to indicate the Department’s CGP coverage has ended, and the Department is no longer an Operator within the Project Zone.

The Contractor must indicate in the SWPPP the areas that have reached Final Stabilization, and the dates land disturbing activities ended and Final Stabilization was achieved. The Contractor must submit an eNOT to DEC, and insert copies of the Department’s and the Contractor’s eNOTs with DEC’s acknowledgement letters in the appendix of the SWPPP.

The Contractor must submit a copy of each signed eNOT and DEC’s acknowledgement letter to the Department within 3 days of filing the eNOT or receiving a written response.
The Contractor is responsible for coordinating local government inspections of work and ending permit coverage with local government. See Subsection 641-1.03.5 for more information.

7. Transmit final SWPPP.

Transmit one copy of the final SWPPP, including all amendments, appendices, and maps, to the Engineer; when the project eNOTs are filed, or within 30 days of the Department’s eNOT being filed, whichever is sooner. Transmittal must be by both electronic and at least one hard copy.

641-3.02 SWPPP DOCUMENTS, LOCATION ON-SITE, AVAILABILITY, AND RECORD RETENTION.

The SWPPP and related documents maintained by the Contractor are the Record for demonstrating compliance with the CGP. Copies of SWPPP documents transmitted to the Engineer under the requirements of this specification are informational and do not relieve the Contractor’s responsibility to maintain complete records as required by the CGP and this specification.

Keep the SWPPP, HMCP, and SPCC Plan at the on-site project office. If there is not an on-site project office, keep the documents at a locally available location that meets CGP requirements and is approved by the Engineer. Records may be moved to another office for record retention after the eNOTs are filed. Records may be moved to another office during winter shutdown. Update on-site postings if records are relocated during winter shutdown. Provide the Department with copies of all Records.

Retain Records and a copy of the SWPPP, for at least three years after the date of eNOT. If EPA or DEC inspects the project, issues a Notice of Violation (NOV), or begins investigation for a potential NOV before the retention period expires, retain the SWPPP and all Records related to the SWPPP and CGP until at least three years after EPA and/or DEC has determined all issues related to the investigation are settled.

The SWPPP and related documents must be made available for review and copy, to the Department and other regulatory agencies that request them. See CGP Parts 5.10, 6.6 and 9.5.

641-3.03 SWPPP INSPECTIONS, AMENDMENTS, REPORTS, AND LOGS.

Perform Inspections, prepare Inspection Reports, and prepare SWPPP Amendments in compliance with the SWPPP and the CGP. Update SWPPP Corrective Action Log Form 25D-112, SWPPP Amendment Log Form 25D-114, SWPPP Grading and Stabilization Activities Log Form 25D-110, SWPPP Project Staff Tracking Form 25D-127, and SWPPP Daily Record of Rainfall Form 25D-115. For active projects update the Records daily.
1. **Inspection during Construction.**

   Conduct Inspections according to the schedule and requirements of the SWPPP and CGP.

   Inspections required by the CGP and SWPPP must be performed by the Contractor’s SWPPP Manager and the Department’s Storm Water Inspector jointly, unless approved by the Engineer, when:

   a. One of the inspectors is not on site, access is only by air, and weather delayed or canceled flights;

   b. One of the inspectors is sick;

   c. The project is on a reduced frequency inspection schedule with no staff on site, the only access to the site is by air, and it is economical to send only one inspector; or

   d. When the Engineer determines a safety concern that makes joint inspection impracticable.

   When this is the case, the Operator who conducts the Inspection must provide a copy of the Inspection Report to the other Operator within 3 days of the Inspection date and document the date of the report transmittal.

2. **Inspection Reports.**

   Use only the DOT&PF SWPPP Construction Site Inspection Report, Form 25D-100 to record Inspections. Changes or revisions to Form 25D-100 are not permitted; except for adding or deleting data fields that list: Location of Discharge Points, and Site Specific BMPs. Complete all fields included on the Inspection Report form; do not leave any field blank.

   Insert a Complete-by-Date for each corrective action listed that complies with:

   a. Section 641-3.01 (4), and

   b. The CGP.

   Provide a copy of the completed, unsigned Inspection Report to the Engineer by the end of the next business day following the inspection.

   The Superintendent must review, correct errors, and sign and certify the Inspection Report, within 3 days of the date of Inspection. The Engineer may coordinate with the Superintendent to review and correct any errors or omissions before the Superintendent signs the report. Corrections are limited to adding missing information or correcting entries to match field notes and conditions present at the time the Inspection was performed. Deliver the signed and certified Inspection Report to the Engineer on the
same day the Superintendent signs it.

The Engineer will sign and certify the Inspection Report and will return the original to the Contractor within three working days.

The Engineer may make corrections after the Superintendent has signed and certified the Inspection Report. The Engineer will initial and date each correction. If the Engineer makes corrections, the Superintendent must recertify the Inspection Report by entering a new signature and date in the white space below the original signature and date lines. Send a copy of the recertified Inspection Report to the Engineer on the day it is recertified.

If subsequent corrections to the certified Inspection Report are needed, document the corrections in an amendment memo that addresses only the omitted or erroneous portions of the original Inspection Report. The Superintendent and the Engineer must both sign and certify the amendment memo. The issuance of an amendment memo does not relieve the Contractor of liquidated damages that may have been incurred as a result of the error on the original certified inspection report.

3. **Inspection before Seasonal Suspension of Work.**

Conduct an Inspection before seasonal suspension of work to confirm BMPs are installed and functioning according to the requirements of the SWPPP and CGP.

4. **Reduced Inspection Frequencies.**

Conduct Inspections according to the inspection schedule indicated in the approved SWPPP. Any change in inspection frequency must be approved by the Engineer, and beginning and ending dates documented as an amendment to the SWPPP.

If the Engineer approves and the entire site is stabilized, the frequency of inspections may be reduced to at least one inspection every 30 days. At actively staffed sites, inspect within 2 business days of the end of a storm event that results in a discharge from the site.

When work is suspended due to fall freeze-up, the Engineer may suspend inspection requirements after fourteen days of freezing conditions if:

a. Soil disturbing activities are suspended; and

b. Soil stabilizing activities are suspended.

Inspections must resume according to the normal inspection schedule identified in the SWPPP, at least 21 days before anticipated spring thaw. See CGP Part 6.2.3.

The Engineer may waive requirements for updating the Grading and Stabilization
Activities Log and Daily Record of Rainfall during seasonal suspension of work. If so, resume collecting and recording weather data on the Daily Record of Rainfall form one month before thawing conditions are expected to result in runoff. Resume recording land disturbance and stabilization activities on the Grading and Stabilization Activities Log when Construction Activity resumes.

5. Stabilization before Fall Freeze-up and Spring Thaw.

Stabilize Construction Activities within the Project Zone with appropriate BMPs prior to the anticipated date of fall freeze-up, in accordance with the CGP Part 4.12.

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

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

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

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

6. Inspection before Project Completion.

Conduct Inspection to ensure Final Stabilization is complete throughout the Project, and temporary BMPs that are required to be removed are removed. Temporary BMPs that are biodegradable and are specifically designed and installed with the intent of remaining in place until they degrade, may remain in place after project completion.

7. Items and Areas to Inspect.

Conduct Inspections of the areas required by the CGP and SWPPP.

8. SWPPP Amendments and SWPPP Amendment Log.

The Superintendent and the SWPPP Manager are the only persons authorized to amend the SWPPP and update the SWPPP Amendment Log Form 25D-114. The Superintendent or the SWPPP Manager must sign and date amendments to the SWPPP and updates to the SWPPP Amendment Log.

SWPPP Amendments must be approved by the Engineer.

Amendments must occur:

a. Whenever there is a change in design, construction operation, or maintenance at the construction site that has or could cause erosion, sedimentation or the discharge of pollutants that has not been previously addressed in the SWPPP;
b. If an Inspection identifies that any portion of the SWPPP is ineffective in preventing erosion, sedimentation, or the discharge of pollutants;

c. Whenever an Inspection identifies a problem that requires additional or modified BMPs;

d. Whenever a BMP is modified during construction or a BMP not shown in the original SWPPP is added;

e. If the Inspection frequency is modified (note beginning and ending dates); or

f. When there is a change in personnel who are named in the SWPPP, according to Subsection 641-2.01.4.

Amend the SWPPP narrative as soon as practicable after any change or modification, but in no case, later than 7 days following identification of the need for an amendment. Every SWPPP Amendment must be signed and dated. Cross-reference the amendment number with the Corrective Action Log or SWPPP page number, as applicable. When a BMP is modified or added, describe the BMP according to Subsection 641-2.01.3.

Keep the SWPPP Amendment Log current. Prior to performing each scheduled Inspection, submit to the Engineer a copy of the pages of the Amendment Log that contain new entries since the last submittal. Include copies of any documents amending the SWPPP.

Keep the SWPPP Amendment Log as an appendix to the SWPPP.


Document installation, routine maintenance, and removal of BMPs by making notes on the SWPPP Site Maps. Include the date and the recording person’s initials by these notes. Identify areas where Construction Activities begin, areas where Construction Activities temporarily or permanently cease, and areas that are temporarily or permanently stabilized.


The Superintendent and SWPPP Manager are the only persons authorized to make entries on the SWPPP Corrective Action Log, Form 25D-112. Document the need for corrective action within 24 hours of either:

a. Identification during an inspection; or

b. Discovery by the Department's or Contractor’s staff, a subcontractor, or a regulatory agency inspector.

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Modification or replacement of a BMP, installation of a new BMP not shown in the original SWPPP, overdue BMP maintenance, or other reasons listed as corrective actions in 641-3.01.4 must be documented on the Corrective Action Log.

Within 24 hours of discovery, update the Corrective Action Log Form 25D-112, with the date of discovery and proposed corrective action. If discovered during an inspection, update log with inspection date and proposed corrective actions noted on the Inspection Report. If discovered outside of an inspection, update the log with the date of discovery, the proposed corrective action, and the date the corrective action was completed.

After the corrective action has been accomplished, note in the Corrective Action Log the action taken and if a SWPPP amendment was needed. Date and initial the entry.

Keep the Corrective Action Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection.

Keep the Corrective Action Log as an appendix to the SWPPP.

11. **Grading and Stabilization Activities Log.**

   The Superintendent and SWPPP Manager are the only persons authorized to date and initial entries on the SWPPP Grading and Stabilization Activities Log, Form 25D-110. Use the SWPPP Grading and Stabilization Activities Log, to record land disturbance and stabilization activities.

   Keep the Grading and Stabilization Activities Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection. Keep the Grading and Stabilization Activities Log organized and completed to demonstrate compliance with the CGP Part 4.5.

   Keep the Grading and Stabilization Activities Log as an appendix to the SWPPP.

12. **Daily Record of Rainfall.**

   Use SWPPP Daily Record of Rainfall, Form 25D-115, to record weather conditions at the Project. Update the form daily and include the initials of the person recording each day’s entry. Submit a copy to the Engineer prior to performing each scheduled Inspection. Keep the Daily Record of Rainfall as an appendix to the SWPPP.

13. **Staff Tracking Log.**

   Use the SWPPP Project Staff Tracking, Form 25D-127, to keep staff records current. Include Records of the AK-CESCL or equivalent qualifications for the Superintendent, SWPPP Manager, ATS operator, any acting Superintendent and acting SWPPP Managers, and beginning and end dates for temporary personnel assignments related to administration of the CGP or Section 641. Update the SWPPP Staff Tracking Log within 24 hours of any changes in personnel, qualifications, or other staffing items.
related to administration of the CGP or Section 641.

641-3.04 FAILURE TO PERFORM WORK.

The Engineer has authority to suspend work and withhold monies, for an incident of non-compliance with the CGP, or SWPPP, that may endanger health or the environment or for failure to perform work related to Section 641.

1. **Non-compliance.**

   a. **Incidents of Non-compliance.** Failure to:

      (1) Obtain appropriate permits before Construction Activities occur;

      (2) Perform SWPPP Administration;

      (3) Perform timely Inspections;

      (4) Update the SWPPP;

      (5) Transmit updated SWPPP, Inspection Reports, and other updated SWPPP forms to the Engineer;

      (6) Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP, the CGP, and applicable local, state, and federal requirements;

      (7) Perform duties according to the requirements of Section 641; or

      (8) Meet requirements of the CGP, SWPPP, or other permits, laws, and regulations related to erosion, sediment, or pollution control.

   b. **Notice of non-compliance,** either oral or written will include:

      (1) Reason/defects

      (2) Corrective actions required

      (3) Time allowed for completing the corrective action

   c. **Levels of Non-compliance and Response** correspond with harm to the workers, the public or the environment and whether the harm is:

      (1) **Not-imminent,** the Engineer will either orally or in writing, or both, provide notice to the Contractor indicating the incident of non-compliance.

      Contractor's that take corrective action and complete the action to the satisfaction
of the Engineer, within the time specified, may return to the status of compliance, and avoid elevating the response to imminent.

(2) **Imminent**, the Engineer will orally provide notice to the Contractor of non-compliance and promptly provide written notice to suspend work until corrective action is completed.

Additional actions, taken against the Contract whether the level of non-compliance is Not-imminent or Imminent, may include:

(1) Withholding monies until corrective action is completed

(2) Assessing damages or equitable adjustments

(3) Employing others to perform the corrective action and deduct the cost

No additional Contract time or additional compensation will be allowed due to delays caused by the Engineer’s suspension of work.

**641-3.05 ACCESS TO WORK.**

The Project, including any related off-site areas or support activities, must be made available for inspection, or sampling and monitoring, by the Department and other regulatory agencies. See CGP Part 6.6.

**641-4.01 METHOD OF MEASUREMENT.**

See Section 109 and as follows:

Item 641.0001 and 641.0007 are lump sum.

Item 641.0005 measured on a contingent sum basis as specified by the Directive authorizing the work.

Item 641.0006 measured on a contingent sum basis with withholding determined by the Department.

**TABLE 641-1 BMP VALUES - RESERVED**

Liquidated Damages assessed according to Table 641-2 are not an adjustment to the Contract amount. These damages charges are related to Contract performance but are billed by the Department to the Contractor, independent of the Contract amount. An amount equal to the Liquidated Damages may be withheld for unsatisfactory performance, from payment due under the Contract, until the Contractor remits payment for billed Liquidated Damages.

**TABLE 641-2- VERSION C**

SPECIAL PROVISIONS
Project Number: 52929-4
Coal Creek Road Restoration 51
<table>
<thead>
<tr>
<th>Code</th>
<th>Specification Section Number and Description</th>
<th>Deductible Amount in Dollars</th>
<th>Cumulative Deductible Amounts in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>641-1.04 Failure to have a qualified (AK-CESCL or equivalent) SWPPP Manager</td>
<td>Calculated in Code B or F</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Failure to meet SWPPP requirements of: (1) 641-2.01.1 Name of SWPPP Preparer (2) Not Applicable (3) 641-3.03.8 Sign and Date SWPPP amendments by qualified person. (4) 641-3.02 Records maintained at project and made available for review</td>
<td>$750 per omission</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Not Applicable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>641-3.03.5 Failure to stabilize a Project prior to fall freeze-up.</td>
<td>$5,000 per Project per year</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>641-2.01.1. Failure to conduct pre-construction inspections before Construction Activities on all projects greater than 1 acre.</td>
<td>$2,000 per Project</td>
<td></td>
</tr>
<tr>
<td>F*</td>
<td>641-3.03. Failure to conduct and record CGP Inspections 641-3.03.1 Personnel conducting Inspections and Frequency 641-3.03.2 Inspection Reports, use Form 25D-100, completed with all required information</td>
<td>$750 per Inspection</td>
<td>Additional $750 for every additional 7 day period without completing the required inspection.</td>
</tr>
<tr>
<td>G</td>
<td>641-3.01.4 Corrective action, failure to timely accomplish BMP maintenance and/or repairs. In effect until BMP maintenance and/or repairs is completed.</td>
<td>$500 per Project per day</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>641-3.01.3 Failure to provide to the Engineer and DEC a timely oral noncompliance report of violations or for a deficient oral noncompliance report</td>
<td>$750 for the first day the report is late or deficient</td>
<td>Additional $750 for every 14 day period without the required information</td>
</tr>
<tr>
<td>I</td>
<td>641-3.01.3 Failure to provide to the Engineer and DEC a timely written noncompliance report, use Form 25D-143, of violations or for a deficient written noncompliance report</td>
<td>$750 for the first day the report is late or deficient</td>
<td>Additional $750 for every 14 day period without the required information</td>
</tr>
<tr>
<td>J</td>
<td>641-3.04 Failure to comply with the requirements of the CGP, approved</td>
<td>$750 per occurrence for</td>
<td>Additional $750 for every day the</td>
</tr>
</tbody>
</table>
**SPECIAL PROVISIONS**

Project Number: 52929-4

Coal Creek Road Restoration 53

<table>
<thead>
<tr>
<th>Code</th>
<th>Specification Section Number and Description</th>
<th>Deductible Amount in Dollars</th>
<th>Cumulative Deductible Amounts in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SWPPP, and Section 641, except as listed above</td>
<td>the first day of noncompliance</td>
<td>deficiency remains uncorrected</td>
</tr>
</tbody>
</table>

**CODE F.** Liquidated Damages according to Code F will not be billed for typographic errors and minor data entry errors, except the liquidated damages will be assessed for these errors when:

a. the Contractor has previously been notified and subsequent inspection reports repeat the same or similar error,
b. multiple inspection reports are submitted after the submission due date and the same or similar errors are repeated on multiple overdue reports,
c. an error in recording the inspector's AK-CESCL certification date results in an inspector performing the inspection during a period when their certification was lapsed or was otherwise invalid

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

**Item 641.0001.** 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, SWPPP and HMCP and SPCC Plan preparation, agency fees for SWPPP reviews, SWPPP amendments, pre-construction Inspections, Inspections, monitoring, reporting, and Record keeping or copying Records related to the SWPPP and required by the CGP, and Record retention.

**Item 641.0005.** Temporary Erosion, Sediment and Pollution Control by Directive. At the contingent sum prices specified in the Directive using time and materials to authorize the work, for all labor, supervision, materials, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs. Prices for this item will be by time and materials according to Subsection 109-1.05, or by mutual agreement between the Engineer and Contractor. All additional Erosion, Sediment, and Pollution Control Administration necessary due to this item will not be paid for separately but will be subsidiary to other bid items.

**Item 641.0006.** Withholding. The Engineer may withhold an amount equal to Liquidated Damages, assessed according to Section 641, from payment due the Contractor. Liquidated Damages for violations of the Contract, CWA, and CGP are determined by the Engineer according to Table 641-2. The Engineer may withhold payment due the Contractors until the Contractor pays the Liquidated Damages to the Department.

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

**Item 641.0007.** Manager. At the Contract lump sum price for a SWPPP Manager that conforms to this specification. When Item 641.0007 appears in the Bid Schedule, the SWPPP Manager must be a different person than the superintendent, and must be physically present during construction activity with duties and authority as described in

**SPECIAL PROVISIONS**

Project Number: 52929-4

Coal Creek Road Restoration 53
Subsection 641-2.04. When Item 641.0007 does not appear in the Bid Schedule, the SWPPP Manager is subsidiary to Item 641.0001.

**Subsidiary Items.** Temporary erosion, sediment, and pollution control measures that are required outside the Project Zone are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641.0001 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:

1. Dewatering;
2. Shoring;
3. Bailing;
4. Permanent seeding;
5. Installation and removal of temporary work pads;
6. Temporary accesses;
7. Temporary drainage pipes and structures;
8. diversion channels;
9. Settling impoundment; and
10. 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 Engineer, or for the Contractor’s convenience, are at the Contractor’s expense.

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>641.0001</td>
<td>Erosion, Sediment and Pollution Control Administration</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>641.0005</td>
<td>Temporary Erosion, Sediment and Pollution Control by Directive</td>
<td>CS</td>
<td></td>
</tr>
<tr>
<td>641.0006</td>
<td>Withholding</td>
<td>CS</td>
<td></td>
</tr>
<tr>
<td>641.0007</td>
<td>SWPPP Manager</td>
<td>LS</td>
<td></td>
</tr>
</tbody>
</table>

(02/02/21)CR641-Special Provisions
Replace Section 642 with the following:

SECTION 642

CONSTRUCTION SURVEYING AND MONUMENTS

642-1.01 DESCRIPTION. Perform all surveying and staking essential for the completion of the project and perform the necessary calculations required to accomplish the work in conformance with the Plans and Specifications, and standard engineering practice.

This item consists of:

1) using, furnishing, placing, replacing and maintaining construction layout stakes, baseline stations, primary control points, or any disturbed property location monuments as necessary for the proper performance of the work under this contract,

2) generation of cross-sections, AutoCAD drawings, or TINS of the site, measuring pre- and post-construction surfaces,

3) measuring and calculating quantities for payment.

4) providing all documentation for review and payment on a CD compatible with Microsoft Office and AutoCAD Civil 3D, 2018 and a hard copy.

Add the following: Two control points have been established, referenced to NAD83 State Plane 4 datum, in feet coordinates, in Cripple Creek drainage approximately 1.5 miles west of this project. Recover and verify the position of these points and establish new points for project control, before commencing clearing, grubbing, and earthwork. Notify the Engineer immediately of any error is determined.

642-2.01 MATERIALS, PERSONNEL, AND EQUIPMENT. The Contractor shall furnish standard field books for use by the surveyors and said books shall remain the property of the Department upon completion of the work.

The contractor shall use competent, qualified personnel and suitable equipment for the layout work required and shall furnish all stakes, templates, straight edges and other devices necessary for establishing, checking and maintaining the required points, lines and grades.

642-3.01 CONSTRUCTION METHODS. The contractor shall submit for approval a plan of the proposed survey methods to the Engineer. The engineer will review the plan to ensure adequacy of survey methods for accurate pay item quantity calculations. No fieldwork on this item shall be performed without written approval of the methods from the Engineer.
Clearing for surveying outside the clearing and grubbing limits will not be allowed without written approval from the Engineer.

The Engineer will locate and reference one time, and one time only the control points necessary for proper layout of the work. The Contractor shall make all calculations involved and shall furnish and place all temporary control and staking.

The Contractor shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, grade stakes, road stationing, stakes for drainage, or other structures, supplementary bench marks, and any other horizontal or vertical controls necessary to secure a correct layout of the work.

The Contractor shall be responsible for staking the work, to conform to the lines, grades, elevations, and dimensions(170,407),(825,433) called for on the Plans.

Perform all other surveying and staking necessary to complete the project. This includes measurement of quantities for pay items 203.0003.0000 and 302.0003.0000.

Keep field notes in standard bound notebooks in a clear, orderly, and neat manner consistent with Departmental procedures, including titles, numbering, and indexing. Make field books available for inspection by the Department’s project personnel at any time.

Furnish a note keeper to record all field survey notes, including those which become documentation from which quantities for payment are computed. The note keeper shall be thoroughly familiar with generally accepted standards of good survey note keeping practice and the Department of Transportation & Public Facilities Construction Surveying Requirements, which are located in Appendix B.

Any inspection or checking of the Contractor’s layout by the Department and the acceptance of all or any part of it shall not relieve the contractor of his responsibility to secure the proper dimensions, grades, and elevations.

The Contractor shall exercise care in the preservation of existing stakes and bench marks and shall have them reset at his expense when any are damaged, lost, displaced, or removed. The Contractor shall use primary control points for re-establishing baseline stations wherever previously surveyed stations have been destroyed or removed. At a minimum, the Contractor shall confirm the location of existing baseline stations by field survey of each station’s relationship to a suitable primary control point. Should any discrepancies be found, primary control points shall supersede any existing baseline stations.

The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be done under the supervision, directed by, or to the standards of a Professional Engineer or Professional Land Surveyor.
Borrow material will be measured for payment. The Contractor shall survey designated material site surfaces before, and after material extraction is complete, to calculate pay item volumes.

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

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

(05/01/07)E53-Standard Modification

642-4.01 METHOD OF MEASUREMENT. Section 109, Lump Sum.

642-5.01 BASIS OF PAYMENT. Add the following: Construction Surveying includes all field and office work required to accomplish the work described in the contract including, but not limited to, furnishing all personnel, equipment, transportation and supplies.

Maintenance of stakes will not be measured.

Clearing required for stake visibility is subsidiary to Item 642.0001.0000 Construction Surveying and no separate payment shall be made. (01/01/06)PARKS-Special Provision

Add the following pay item:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>642.0001.0000</td>
<td>Construction Surveying</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

(02/25/10)CR6422-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 work is to be accomplished under the direction of the Engineer, and the Contractor's operations shall at all times be in accordance with the Engineer's instructions. These instructions by the Engineer shall be to the Contractor's supervisory personnel only, not to the operators or laborers. In no case shall these instructions by the Engineer be construed as making the Department liable for the Contractor's responsibility to prosecute the work in the safest and most expeditious manner.

647-2.01 EQUIPMENT FURNISHED. In the performance of this work, 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.

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

SPECIAL PROVISIONS
Project Number: 52929-4
Coal Creek Road Restoration 58
equipment, tools, supplies, and materials provided by the Contractor and involved in the performance of the work. Also, the Contractor shall furnish, without direct compensation, such transportation as may be appropriate for the personnel.

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

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 is for the time that fully operational equipment is engaged in the performance of the work directed by the Engineer. Time not paid for includes: idle periods, maintaining/servicing and repairing the equipment, making change-overs of equipment parts, and time to travel to and from the project. Payment will only be for time supported by certified payroll.

Payment 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 equipment of heavier type, larger capacity, or greater power than specified will not entitle the Contractor to extra compensation.

Payment will be made under:
SPECIAL PROVISIONS
Project Number: 52929-4
Coal Creek Road Restoration
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>647.2000.0000</td>
<td>Wide Pad Dozer, 65 HP Minimum</td>
<td>HOUR</td>
</tr>
<tr>
<td>647.2006.0000</td>
<td>Hydraulic Excavator, 1 CY, 100 HP, Minimum</td>
<td>HOUR</td>
</tr>
<tr>
<td>647.2007.0000</td>
<td>Motor Grader, 220 HP Minimum</td>
<td>HOUR</td>
</tr>
</tbody>
</table>

(01/29/21)PARKS-Special Provision: (03/01/2017)AML-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:

- Seeding Section 618
- Soil Stabilization Section 619
- Silt Fence Section 633
- Erosion, Sediment and Pollution Control Section 641

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 temporary seeding, 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 radiation 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.

690-3.04 PLACEMENT AND INSTALLATION. Place and install where shown and detailed
in the Plans and Specifications including Section 641, and as recommended by the manufacturer, directed by the Engineer and as follows:

Prepare the surface to be seeded to reduce erosion potential and to facilitate germination and growth of vegetation cover. Maintain seeded areas. Refer to Section 620 for further surface/topsoil preparation requirements.

Reseed where water quality standards are being exceeded as a result of insufficient vegetative cover. Review with Engineer prior to reseeding.

Refer to Section 618 for further information.

690-3.05 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 SWPPP 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:

Seeding: Section 618.

Stabilization: Section 619.

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.

Erosion, sediment, and pollution control measures that are not listed on the bid schedule or not included in other items are subsidiary to item 641(2) Temporary Erosion, Sediment, and Pollution Control.
## APPENDIX A

### PERMITS

<table>
<thead>
<tr>
<th>PERMIT DESCRIPTION</th>
<th>ISSUE DATE</th>
<th>EXPIRE DATE</th>
</tr>
</thead>
</table>
| SHPO – No Historic Properties Affected  
  Alaska State Historic Preservation Officer  
  File no.: 3130-2R DMLW                                                           | 5/5/22     | N.A.        |
File No: 3130-1R OSM/2022-00565

Dear Mr. Ireys:

The Alaska State Historic Preservation Office (AKSHPO) received the correspondence and associated documentation on April 4, 2022. Upon review, we believe that a finding of no adverse effect is appropriate for the proposed undertaking. This is based on the assumption that the historic-aged road is eligible as a historic property, and that the proposed maintenance activities would not adversely affect its historic integrity as they are in keeping with its original alignment and function. No formal evaluation of the roads potential significance has been made. Future activities that involve modification of the alignment or other potentially adverse effects may warrant a formal evaluation of its potential significance.

Should previously unidentified archaeological/historical resources be discovered during the project, work must be interrupted until the resources have been evaluated using the National Register of Historic Places eligibility criteria (36 CFR 60.4) in consultation with our office.

Thank you for the opportunity to review and comment. Please let me know if we can be of further assistance.

Mckenzie S. Johnson
Archaeologist I
Alaska State Historic Preservation Office/Office of History and Archaeology
550 W. 7th Ave, Suite 1310
Anchorage, AK 99501
Phone: 907-269-8726
E-mail: mckenzie.johnson@alaska.gov
I hope all is well with you.

Thanks,

Justin Ireys
Alaska Department of Natural Resources, DMLW
AML Program Manager
Office: (907) 269-8603
Mobile: (907) 229-2747
Fax: (907) 269-8930
APPENDIX B
SURVEY REQUIREMENTS

1. Alaska Construction Surveying Requirements (U.S. Customary Units)
Alaska Department of Transportation and Public Facilities

Alaska Construction Surveying Requirements (US Customary Units)
# Alaska Construction Surveying Requirements (US Customary Units)

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<td>2. Survey frequency requirements</td>
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<tr>
<td>3. Typical section drawing</td>
<td>3</td>
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<tr>
<td>4. Survey point materials requirements</td>
<td>4</td>
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<td>5. Typical alignment notes</td>
<td>5</td>
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<td>6. Typical clearing notes</td>
<td>6</td>
</tr>
<tr>
<td>7. Typical level notes</td>
<td>7</td>
</tr>
<tr>
<td>8. Typical slope stake notes</td>
<td>8</td>
</tr>
<tr>
<td>9. Typical culvert notes</td>
<td>9</td>
</tr>
<tr>
<td>10. Typical culvert camber diagram</td>
<td>10</td>
</tr>
<tr>
<td>11. Typical blue or red tops and grade stake notes</td>
<td>11</td>
</tr>
</tbody>
</table>
1. Survey accuracy requirements

Third order survey

- Use a 1/5000 horizontal closure.
- Use an angle closure of \( 30\sqrt{N} \) seconds, where \( N \) equals the number of angles in the traverse.
- An Alaska-registered professional land surveyor must perform or supervise replacement of survey monuments (property, USGS, USC&GS, BLM, etc.) or establishment of monuments (including centerline).
- All monument work must comply with AS 34.65.040 and meet standards in the latest version of the Alaska Society of Professional Land Surveyors’ Standards of Practice Manual.
- The allowable vertical error for misclosure is \( e = 0.05\sqrt{M} \) e = maximum misclosure in feet, \( M \) = length of the level circuit in miles.

Table 1—Survey accuracy requirements (in feet)

<table>
<thead>
<tr>
<th></th>
<th>Stationing</th>
<th>HI</th>
<th>Closure</th>
<th>Horizontal Angle</th>
<th>Distance To center line</th>
<th>Grade</th>
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<td>0.01</td>
<td>0.04</td>
<td>**</td>
<td>0.1</td>
<td>0.1</td>
</tr>
<tr>
<td>Benches</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue tops***</td>
<td>1.0</td>
<td>0.01</td>
<td>0.04</td>
<td></td>
<td>0.1</td>
<td>0.02</td>
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<tr>
<td>Bridges</td>
<td>*</td>
<td>0.01</td>
<td>0.02</td>
<td></td>
<td></td>
<td>0.01</td>
</tr>
<tr>
<td>Centerline</td>
<td>*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clearing &amp; Grubbing</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>1.0</td>
</tr>
<tr>
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<td>0.01</td>
<td>0.04</td>
<td>**</td>
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<td>0.1</td>
</tr>
<tr>
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<td>0.01</td>
<td>0.02</td>
<td></td>
<td>0.1</td>
<td>0.02</td>
</tr>
<tr>
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<td></td>
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</tr>
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<td>0.02</td>
<td></td>
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<td>0.02</td>
</tr>
<tr>
<td>Monuments</td>
<td>*</td>
<td></td>
<td></td>
<td>**</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>0.02</td>
<td></td>
<td>0.1</td>
<td>0.05</td>
</tr>
<tr>
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<td>0.1</td>
<td>0.04</td>
<td></td>
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<td>0.1</td>
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<tr>
<td>Signs</td>
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<td></td>
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<td></td>
<td>0.1</td>
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<td>0.01</td>
<td>0.04</td>
<td>**</td>
<td>0.1</td>
<td>0.1</td>
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<tr>
<td>Under drains &amp; sewer</td>
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<td>0.01</td>
<td>0.02</td>
<td></td>
<td>0.1</td>
<td>0.02</td>
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</tbody>
</table>

* Third order survey
** Right angle prism or transit angles from center line
*** Use blue tops for top of base course and red tops for the bottom of base course.
## 1. Survey frequency requirements

### Table 2—Survey frequency requirements (in feet)

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<tr>
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<th>Tangents</th>
<th>Curves</th>
<th>Interchange ramps</th>
<th>Stake each per plan</th>
<th>See special instructions on sample notes</th>
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<td>X</td>
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<tr>
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<td>100</td>
<td>100**</td>
<td>25</td>
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<td>X</td>
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<tr>
<td>Blue tops within 100 feet both sides of railroad track crossings and bridge approaches</td>
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<tr>
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<td></td>
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</tr>
<tr>
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<td>100**</td>
<td>25</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Clearing</td>
<td>100</td>
<td>100**</td>
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<td></td>
<td>X</td>
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<tr>
<td>Culverts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
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<td>25</td>
<td>25</td>
<td></td>
<td>X</td>
</tr>
<tr>
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<td>100**</td>
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<td></td>
</tr>
<tr>
<td>Guardrail</td>
<td>25</td>
<td>25</td>
<td>25</td>
<td></td>
<td>X</td>
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<tr>
<td>Manholes, catch basins &amp; inlets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Monuments</td>
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<td></td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>Riprap</td>
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<td>50</td>
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<td>Signs</td>
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<tr>
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</tbody>
</table>

* Establish additional cross sections and slope stakes at all breaks in topography and where structures begin and end.

**Curves shall be staked on 50-foot stations if the curve is greater than six degrees.
2. Typical Section Drawing
3. Survey point materials requirements

- These are minimum requirements; larger sizes may be necessary.
- Use only stakes with planed sides.

Table 3—Survey point materials requirements

<table>
<thead>
<tr>
<th></th>
<th>24” lath or whiskers</th>
<th>2” x 2” x 8” hub</th>
<th>2” x 2” x 12” hub</th>
<th>1” x 2” x 18” stake</th>
<th>1” x 2” x 24” stake</th>
<th>48” lath</th>
<th>Hub and tack</th>
<th>40d nail</th>
<th>60d nail</th>
<th>½” x 24” rebar</th>
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</thead>
<tbody>
<tr>
<td>Benchmarks</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Blue tops</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
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<td>X</td>
<td></td>
<td>X *</td>
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<td></td>
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<td></td>
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<td>X *</td>
<td></td>
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<tr>
<td>Centerline station</td>
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<td>X</td>
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</tr>
<tr>
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<td></td>
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<td></td>
<td></td>
<td>X</td>
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<tr>
<td>Culvert stake</td>
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<td></td>
</tr>
<tr>
<td>Curb and gutter</td>
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<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
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</tr>
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</tr>
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<td>X</td>
<td>X *</td>
<td></td>
<td></td>
<td>X *</td>
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<td></td>
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<tr>
<td>Red tops</td>
<td>X</td>
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<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Signs</td>
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<tr>
<td>Slope stake</td>
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<tr>
<td>Slope stake references</td>
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<td></td>
<td>X</td>
<td>X *</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Optional depending on conditions, and to be determined by the Project Engineer.
4. Typical alignment notes

✓ The Chief of Parties must prepare the alignment book before actual staking.
✓ Don’t use swing ties for reference points.
✓ Use three point right angle ties, two to the right and one left, or vice versa.
✓ Reference P.C., P.I., P.T., and P.O.T.
5. Typical clearing notes

✔ Exclude areas not needing clearing.
✔ Draw a diagram as required to show unusual or confusing areas.
6. Typical level notes

- Balance back sights and foresights.
- Establish all benchmarks and take the centerline profile before doing any staking involving elevations.
- Don’t set benchmarks in utility poles.
- Don’t use side shots on benchmarks.
- Use the turn through method when establishing benchmarks.
- Re-check benchmarks after each major freeze/thaw cycle and/or any environmental event that may change the benchmark elevation.
- Do not use double rodding.
- Run separate level loops between all benchmarks.
- Set benchmarks in trees of at least six-inch diameter, unless approved by the Project Engineer.
- Correct errors in benchmark elevations so they will not affect the elevations of succeeding benchmarks.
- Consult with the Project Engineer before placing benchmarks in areas of permafrost or other unstable ground.
- Establish benchmarks at intervals and locations consistent with good engineering practice, and generally not more than 1000 feet.
- Completely describe benchmarks when establishing or re-establishing their elevation. Give centerline stationing, offset, benchmark projection, and observable benchmark characteristics. When checking into or out of benchmarks, note the book and page number that contains the most recent elevation establishment for that benchmark.
- Write the station on the top twelve inches facing centerline, with numerals a minimum of one inch in height.

<table>
<thead>
<tr>
<th>STA.</th>
<th>BS+</th>
<th>HI</th>
<th>FS-</th>
<th>ELEV.</th>
<th>45°+ CLEAR</th>
<th>WARM</th>
<th>CALM</th>
<th>X</th>
<th>EDWARDS</th>
<th>SMITH</th>
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<tbody>
<tr>
<td>TBM #101</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WILD 41</td>
<td>3-23-90</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6+72</th>
<th>161,309</th>
<th>Nail in base of 12” Spruce</th>
<th>85’ 10” LT</th>
<th>6+72</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,877</td>
<td>165,166</td>
<td></td>
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</tbody>
</table>

| 6+00 | 1.95 | 163.24 |
| 6+25 | 2.32 | 162.87 |
| 6+50 | 2.96 | 162.23 |
| T.P. | 3.246 | 161.940 |
| 1.103 | 163.043 | |

| 6+75 | 2.31 | 160.73 |
| 7+00 | 2.56 | 160.48 |
| T.P. | 2.823 | 160.220 |
| 2.332 | 162.552 | |
| Nail in base of 18” stump |

| TBM #102 | 1.143 | 161.409 | 60° 4” RT | 7+21 | Elev. 161.413 |
7. Typical slope stake notes

- Enter the station, elevations, shoulder distance or ditch distances, and slope in the slope stake book before staking begins.
- In areas where slides or overbreak are anticipated, extend the sections beyond the construction limits.
- Slope-stake each section that is cross-sectioned.
- Final re-cross sections are required where there are overbreaks, undercuts, etc. Re-cross section book and page numbers shall be noted on the original cross-section and slope staking page for the relevant stations.
- Include at least the following information on the stake: (1) where to begin the cut or fill (2) the slope ratio (3) the depth of cut or height of fill and (4) the station.

- Use a hand level only for one turn up or down from the instrument.
- Clearly note hand level turns.
- Use a reference point that is 10-20 feet beyond the slope stake.
- The reference point must show the cut or fill to the slope stake and must include the slope stake information.
- Slope stake all abrupt changes in typical sections.
- Position all laths to face centerline.
8. Typical culvert notes

- Show at least the following information on culvert stakes:
  - station
  - size
  - length
  - type of pipe (e.g., 24” x 80’ CMP)
  - cut or fill from top of hub to inlet & outlet
  - skew angle
  - horizontal distance from hub to end of pipe
  - gradient of pipe
  - drop of pipe

- Ensure that all culverts have a minimum camber equal to 1% of the length of the pipe, unless the Project Engineer directs otherwise.

- Develop a culvert camber diagram showing each section of pipe and its elevation and offset.
9. Typical culvert camber diagram
10. **Typical blue or red tops and grade stake notes**

- Place blue and red tops at each break in typical section and on centerline.
- Use blue tops for top of base course.
- Use red tops for the bottom of the base course.
- Evenly space red/blue tops at and between crown section break points with a maximum spacing of 25 feet between red/blue tops.
- Establish horizontal control from centerline references and vertical control from benchmarks.
- Place blue tops at the same interval as slope stakes.
- Stake all curve transitions.
## APPENDIX C
### ROAD CENTERLINE COORDINATES

<table>
<thead>
<tr>
<th>PointNo.</th>
<th>Northing(Y)</th>
<th>Easting(X)</th>
<th>Elev(Z)</th>
<th>Description</th>
</tr>
</thead>
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<td>2,085.07</td>
<td>0+00</td>
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APPENDIX D

EROSION AND SEDIMENT CONTROL PLAN

To help you develop your construction site SWPPP, the Alaska Department of Natural Resources (ADNR) Division of Parks and Outdoor Recreation Design and Construction Section (D&C) has created this Erosion and Sediment Control Plan (ESCP).

It is based on the Environmental Protection Agency (EPA) SWPPP Template and can be used along with EPA’s Developing You Stormwater Pollution Prevention Plan to develop the SWPPP.

Both are available on EPA’s website at www.epa.gov/npdes/swpppguide
1. **Federal Wage Rates**

   Federal wage rates can be obtained at [http://www.wdol.gov/dba.aspx#0](http://www.wdol.gov/dba.aspx#0) for the State of Alaska. Use the federal wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the federal wage rates in the signed Contract.

2. **State Wage Rates**

   State wage rates can be obtained at [http://www.labor.state.ak.us/lss/pamp600.htm](http://www.labor.state.ak.us/lss/pamp600.htm). Use the State wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the State wage rates in the signed Contract.