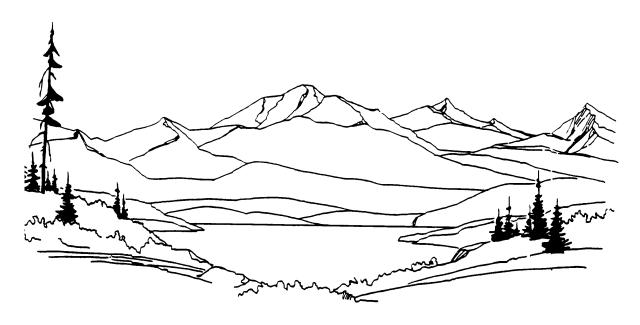
DIVISION OF PARKS AND OUTDOOR RECREATION



PROPOSAL, CONTRACT, BOND AND SPECIAL PROVISIONS

COAL CREEK TO CENTER PIT ROAD RESTORATION

PROJECT NUMBER 52959-7

COPY __

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(Federal Aid)

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Federal wage rates can be obtained at 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.

6. State Wage Rates

State wage rates can be obtained at 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.



INVITATION TO BID

for Construction Contract

MENT OF NAU	Date: 4/23/2025	
Coal Creek to Center Pit Ro	ad Restoration, Project Number 52959-7	
	t Name and Number	
project described below. The Department will only conside source) on the <u>21st</u> day of <u>May 2025</u> . On the timely-received bids at <u>550 W. 7th Avenue</u> , <u>Suite 1340</u>	ning all labor, equipment, and materials and performing all work for the er bids received before 2:00 PM local time (per the Department's time hat date, the Department will assemble, open, and then publicly announce Anchorage, AK 99501 , at 2:15 PM , or as soon thereafter as practicable.	
Location of Project: Near Healy, AK		
Contracting Officer: Rys Miranda, P.E.		
Issuing Office: DNR, Division of Parks and Outdoo		
State Funded	☐ Federal Aid ⊠	
Description of Work:		
1. Provide all equipment, labor, and materials necessary across Coal Creek Crossing to the Center Pit.	y to rehabilitate a section of the Healy Valley Access Road located	
*Note:		
Project DBE Utilization Goal: Race-Neutral, Goal is 0	0% ☐ Race-Conscious, Goal is 0%	
The Engineer's Estimate is: ☐ less than \$100,000	□ between \$1,000,000 and \$2,500,000	
□ between \$100,000 and \$2	50,000	
\boxtimes between \$250,000 and \$500,000 \square greater than \$5,000,000		
□ between \$500,000 and \$1	,000,000	
	0/31/2025. The Department will identify an interim completion date (for	
road work) in the Special Provisions. The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% 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.		
	of Bidding Documents	
	or hand delivered. For mailed or hand delivered bids with a paper bid	
guaranty, documents shall be submitted in a sealed envelo	pe marked as follows:	
Bidding Documents for Project:	ATTN: DNR, Division of Parks and Outdoor Recreation 550 W. 7th Avenue, Suite 1340	
Coal Creek to Center Pit Road Restoration, Project Number 52959-7	Anchorage, AK 99501	
	dments, and/or withdrawal arrive, in its entirety, at the location and before ent or withdrawal via email or fax must transmit its documentation to the ov or fax number: (907) 269-8917.	
	to 5% of the amount bid. (When calculating the bid amount for purposes 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. 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:

Katie Winter, P.E. Engineer II, Design & Construction 550 W. 7th Ave., Suite 1340 Anchorage AK 99501

E-Mail: katie.winter@alaska.gov

Phone: (907) 269-6410

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

SPECIAL NOTICE TO BIDDERS

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

- 1. <u>Publications</u>. These items are available upon request in the Anchorage Department of Transportation and Public Facilities Building Plans Room located at 4111 Aviation Avenue:
- a. Standard Specifications for Highway Construction 2020. (\$25.00) Available online at: https://dot.alaska.gov/stwddes/dcsspecs/
- b. Alaska Test Methods Manual (Lab & Field), 2007 Edition. (\$25.00) Available online at:

https://dot.alaska.gov/stwddes/desmaterials/mat_waqtc/testman.shtml

- 2. <u>Other Publications</u>. 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. <u>High Visibility Clothing</u>. 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.
- 4. <u>Section 641</u>. ESCP has been provided by the Department in the Appendix C.
- 5. <u>General Information</u>. 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 DOCUMENTS

Federal-Aid Contracts (Non-FHWA)

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

- 1. Bid Forms
 - a. Bid 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)

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.

E STATE OF NATURE

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

FEDERAL EEO BID CONDITIONS

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

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

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

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

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

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

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

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

The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women

evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor 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*

Timetable Goal **

Until Further Notice 6.9%

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

ALASKA GOALS AND TIMETABLE FOR MINORITY UTILIZATION

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

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

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

SUBCONTRACTOR LIST

Coal Creek to Center Pit Road Restoration, Project Number 52959-7

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	he bid security.	in within the time thower will be declared non
Scope of work must be clearly defined. If a of work to be done by each.	n item of work is to be performed by m	nore than one firm, indicate the portion or percent
Check as applicable: All Wornsubconti	1 0	ect will be accomplished without
	<u>Or</u>	
☐ List all i	first tier Subcontractors as follow	ws:
FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED
For projects with federal-aid funding, I here	tract. For projects without federal-aid	and Contractor Registrations will be valid for all funding (State funding only), I hereby certify the
Signature of Authorized Company Represe	entative Title	
Company Name	Company Addi	ress (Street or PO Box, City, State, Zip)
Date	Phone Number	

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



CONTRACTOR'S QUESTIONNAIRE

Coal Creek to Center Pit Road Restoration, Project Number 52959-7
Project Name and Number

FINANCI 1. Have y	you ever failed to co	omplete a contract	due to insufficient	resources?		
□ No	☐ Yes	If YES, explain:				
2. Descri	ibe any arrangement	ts you have made t	to finance this work	x:		
EQUIPME 1. Descri	ENT ibe below the equip	ment you have ava	ilable and intend to	use for this project	i.	
	ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE

	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 pr □ No □ Yes If YES, describe type, quantity, an		
-				
	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 fo ☐ Yes ☐ No If NO, please explain:	r this project?	
-				
C.	EX	XPERIENCE		
	1.	Have you had previous construction contracts or subcontracts ☐ Yes ☐ No	with the State of Alaska?	
		Describe the most recent or current contract, its completion of	late, and scope of work:	
- -				
_	2.	List, as an attachment to this questionnaire, other construction of work, and total contract amount for each project complete		
l	hei	ereby certify that the above statements are true an	d complete.	
•	Nai	ame of Contractor Na	ne and Title of Person Signing	
-	Sign	gnature Date	e	



BID FORM

for

Coal Creek to Center Pit Road Restoration, Project Number 52959-7 **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 2 sheets, which is made a part of this Bid. The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents. The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of 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 N/A 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.

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
		_			
		NON-COLLUSIO	N DECLARATI	ON	
				United States, that no or indirectly, entered	
				ee competitive biddi	
10.					
Undersigned hee	s read the foreg	oing and haraby	agrees to the co	anditions stated the	arain by affiving
	s read the foreg	oing and hereby	agrees to the co	nditions stated the	erein by affixing
	s read the foreg	oing and hereby	agrees to the co	onditions stated the	erein by affixing
	s read the foreg	oing and hereby	agrees to the co	onditions stated the	erein by affixing
	s read the foreg	oing and hereby	agrees to the co	enditions stated the	erein by affixing
	s read the foreg		agrees to the co		erein by affixing
	s read the foreg				erein by affixing
	s read the foreg		uthorized Company		erein by affixing
	s read the foreg	Signature of Au	uthorized Company		erein by affixing
	s read the foreg	Signature of Au	uthorized Company nd Title		erein by affixing
	s read the foreg	Signature of Au Typed Name au	uthorized Company nd Title	Representative ()	erein by affixing
	s read the foreg	Signature of Au Typed Name au () Phone Number	uthorized Company nd Title	Representative ()	erein by affixing
	s read the foreg	Signature of Au Typed Name au () Phone Number	uthorized Company nd Title	Representative ()	erein by affixing
Undersigned has	s read the foreg	Signature of Au Typed Name au () Phone Number	uthorized Company nd Title	Representative ()	erein by affixing
	s read the foreg	Signature of Au Typed Name au () Phone Number	uthorized Company nd Title	Representative ()	erein by affixing



BID SCHEDULE

Project Name: Coal Creek to Center Pit Road Restoration

Project Number: 52959-7

Before preparing this bid schedule, read carefully, Section 102 of the 2020 edition of the Standard Specifications for Highway Construction, and the following:

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

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

Conditioned or qualified bids will be considered non-responsive.

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

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

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid	
	******* BASIC BID *******					
201.0003.0000	Clearing & Grubbing	Acre	2.0	\$	\$	
203.0005.000A	Borrow, Type A	CY	450	\$	\$	
302.0003.0000	Processing for Subgrade Modification	Station	34.15	\$	\$	
618.0001.0000	Seeding	Acre	0.6	\$	\$	
640.0001.0000	Mobilization and Demobilization	LS	All Req'd	\$ (Lump Sum)	\$	
641.0001.0000	Erosion, Sediment & Pollution Control Administration	LS	All Req'd	\$ (Lump Sum)	\$	
641.0002.0000	Temporary Erosion, Sediment & Pollution Control	CS	All Req'd	\$28,930.00	\$28,930.00	
641.0006.0000	SWPPP Price Adjustment / Witholding	CS	All Req'd	\$0.00	\$0.00	
642.0001.0000	Construction Surveying	LS	All Req'd	\$ (Lump Sum)	\$	

BID SCHEDULE Coal Creek to Center Pit Road Restoration Project No. 52959-7

Name of Bidding Firm

Page **1** of **2**

646.0001.0000	CPM Scheduling	LS	All Req'd	\$ (Lump Sum)	\$	
647.0002.0000	Wide Pad Dozer, 65 HP Minimum	Hour	10	\$	\$	
647.0006.0000	Hydraulic Excavator, 1 CY, 100 HP, Minimum	Hour	10	\$	\$	
647.0007.0000	Motor Grader, 220 HP Minimum	Hour	10	\$	\$	
	TOTAL BASIC BID					

No:	Expires	No:	Expires
Alaska Business License	- ·	Alaska Contractor's License	



CONSTRUCTION CONTRACT

Coal Creek to Center Pit Road Restoration, Project Number 52959-7

Project Name and Number
This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, herein called the Department, acting by and through its Contracting Officer, and
Company Name
Company Address (Street or PO Box, City, State, Zip)
a/an Individual Partnership Joint Venture Sole Proprietorship Corporation incorporated under the laws of the State of , its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.
WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of, 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. <i>The Alaska Standard Specifications for Highway Construction</i> ,
It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.
The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: October 31, 2025 or within N/A calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover five hundred and fifty and 0/100 dollars (\$550.00) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$100% (of the contract) Payment Bond Bond, to secure the proper compliance with the terms and provisions of this Contract, are	, and \$100% (of the contract) Performance 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 RESOUR	RCES		
Signature of Contracting Officer	_		
Signature of Contracting Officer			
Typed Name	_		
Date	_		



PAYMENT BOND

Bond No.____

For

	Coal Creek to Center Pit Road Restoration, Project Number 52959-7	_
	Project Name and Number	
KNOW ALL WHO SHALI	SEE THESE PRESENTS:	
That		D : 1
and		as Principal,
of		as Surety,
firmly bound and held unto	o the State of Alaska in the penal sum of	
		Dollars
(\$	good and lawful money of the United States of America for the payment whe	
well and truly to be paid t jointly and severally, firml	to the State of Alaska, we bind ourselves, our heirs, successors, executors, administ by these presents.	rators, and assigns,
	ipal has entered into a written contract with said State of Alaska, on the o tion of the above-referenced project, said work to be done according to the terms of s	
of law and pay, as they bec under said contract, whethe	nditions of the foregoing obligation are such that if the said Principal shall comply we ome due, all just claims for labor performed and materials and supplies furnished up resaid labor be performed and said materials and supplies be furnished under the or uly authorized modifications thereto, then these presents shall become null and void; oct.	oon or for the work iginal contract, any
IN WITNESS WHEREOF,	we have hereunto set our hands and seals at	,
this	day of	
	Principal:	
	Address:	
	<u>By:</u>	
	Contact Name:	
	Phone: ()	
Surety:		
Address:		
By:		
Contact Name:		
Phone: ()		
Th	e offered bond has been checked for adequacy under the applicable statutes and regulations:	
Alaska Department of Nat	ural Resources Authorized Representative Date	
<u> </u>	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.



PERFORMANCE BOND

For

Coa	l Creek to Center Pit Road Restoration, Project Number 52959	-7
VNOW ALL WILL CHALL CE	Project Name and Number	
KNOW ALL WHO SHALL SE	E THESE PRESENTS:	
That of		as Principal,
and		as Filicipal,
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 payn	nent whereof,
well and truly to be paid to the jointly and severally, firmly by	the State of Alaska, we bind ourselves, our heirs, successors, executors, as these presents.	dministrators, and assigns,
	has entered into a written contract with said State of Alaska, on the nof the above-named project, said work to be done according to the terms	
complete all obligations and w Transportation and Public Facili	tions of the foregoing obligation are such that if the said Principal shall work under said contract and if the Principal shall reimburse upon demities any sums paid him which exceed the final payment determined to be a become null and void; otherwise they shall remain in full force and effect	and of the Department of due upon completion of the
IN WITNESS WHEREOF, we this this	have hereunto set our hands and seals at A.D., 20	
	Principal:	
	Address:	
	By:	
	Contact Name:	
	Phone: ()	
Surety:		
Address:		
By:		
Contact Name:		
Phone: ()		
The of	fered bond has been checked for adequacy under the applicable statutes and regula	tions:
Alaska Department of Natura	Resources Authorized Representative Date	<u> </u>

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.



BID BOND

For

	Road Restoration, Project Num	ber 52959-7		
	DATE BOND EXECUTED:			
PRINCIPAL (Legal name and business address): TYPE OF ORGANIZATION:				
	Individual Joint Venture STATE OF INCO	Partnership Corporation RPORATION:		
SURETY(IES) (Name and business address):				
A. B.	C.			
PENAL SUM OF BOND:	DA	TE OF BID:		
the amount stated above, for the payment of which successors, jointly and severally, by this instrument. THE CONDITION OF THE FOREGOING OBLIGAT date as shown above, on the above-referenced Project in Officer, and under the Invitation for Bids therefor, and If the Principal's bid is accepted and he is offered the contract, then the obligation to the State created by this If the Principal enters into the contract, then the foregod PRINCIPAL	TION is that the Principal has submin accordance with contract document is required to furnish a bond in the e proposed contract for award, and s bond shall be in full force and effe	itted the accompanying bid in writing, nts filed in the office of the Contracting amount stated above. if the Principal fails to enter into the		
1	2.	3.		
Signature(s)				
Name(s) 1. & Title(s) (Typed)	2.	3.		
See Instructions on F	Reverse	Corporate Seal		

CORPORATE SURETY(IES)

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

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

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

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.



BID MODIFICATION

		k to Center Pit Road Restoration, Projet Name and Number	et i tumber 32/3/ i	
Modificatio		1/ 1/ 1		
• Gro • All	revisions shall be made t	al (paper) bids only. bototals by bid schedule section. to the unadjusted bid amount(s). amounts will be computed by the Department.		
LINE NO.	ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-
	тот	AL REVISION: \$		
		Name of Bidding Firm		
		Responsible Party Signature	Date	



Certificate of Buy America Act Compliance Federal-Aid Highway Contracts

PART 1:

Project Name and Number Coal Creek to Center Pit I	oad Restoration, Project Number 52959-7
Supplier Company Name	
Supplied to: Contractor or Subcontractor Company Name	
Materials: Bid Item No. / Bid Item Description	Quantity
Description of Material Manufactured in United States:	
PART 2: IF MATERIAL IS NOT COMPLIANT WITH BU	Y AMERICA THAN FILL OUT THE TWO BOXES BELOW:
Description of foreign-made materials and the Country of C	igin:
The Cost for the foreign-made materials (invoice cost for for	ign manufactured products as delivered to the project including freight):
United States, and complies with the requirements of Provision. The steel or iron product identified on Par product. The term "Manufactured in the United States"	duct identified on Part 1 of this form is manufactured in the 23 CFR 635.410 and Contract subsection 106-1.01, Buy America 2 of this form or an attachment is a foreign manufactured 3" is defined in Contract subsection 106-1.01, Buy America ertification is included in Contract subsection 106-1.01, Buy
I certify that I have knowledge that submitting false spenalties.	tatements and/or information may result in civil and criminal
Authorized Corporate Signature	Date
Printed Name	Supplier's Company Name
Position Title	
orm 25D-62 (5/17)	



STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

EEO-1 CERTIFICATION

Federal-Aid Contracts

Coal Creek to Center Pit Road Restoration, Project Number 52959-7

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 Sub	ocontractor hereby CERTIFIES:		
	nore year-round employees and a federal contract amounting to Report Form 100 during each year that the two conditions exist		
The company named below (Part C) is exempt from the requir	ements 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 obtato:	ined from a local U.S. Department of Labor office, or by writing		
The Joint Reporting Comm P.O. Box 779 Norfolk, Virginia 23501	nittee		
Telephone number: (757) 461-1213			
PART B The company named below has submitted the Stand	dard Report Form 100 this year.		
□ NO □ YES			
Note : Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.			
PART C			
Signature of Authorized Company Representative	Title		
Company Name	Company Address (Street or PO Box, City, State, Zip)		
	()		
Date	Phone Number		

SPECIAL PROVISIONS

to the

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
2020 STANDARD SPECIFICATIONS for HIGHWAY CONSTRUCTION

HEALY, ALASKA COAL CREEK TO CENTER PIT ROAD RESTORATION PROJECT NUMBER 52959-7 3-27-25 FINAL

SECTION 101 DEFINITIONS AND TERMS

101-1.03 DEFINITIONS.

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

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

SECTION 105 CONTROL OF WORK

105-1.02 PLANS AND WORKING DRAWINGS. Add the following to the first paragraph: Full size plan sheets are 11" by 17". Plans are 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.		
	Locate Call Centers:	
Anchorage		278-3121
Statewide		(800) 478-3121

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. <u>In the third paragraph, first sentence, replace:</u> "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. <u>Replace</u> the <u>BUY</u> AMERICA PROVISION with the following:

BUY AMERICA PROVISION. On projects using federal funds, the Contractor shall comply with the requirements of Public Law No. 117-58, Sections 70901-52 and 23 CFR 635.410, Buy America requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate (Form 25D-60), the Contractor shall submit an updated Material Origin Certificate (Form 25D-60). All construction materials, steel products and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of construction materials, steel products and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

The Contractor shall ensure that all manufacturing processes for each covered product comply with this Buy America Provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and debarment.

Provide a Certificate of Buy America Act Compliance Form 25D-62 from the supplier for each construction material, steel product, or iron product and each component that is manufactured predominantly of steel or iron, prior to incorporating any construction material, steel products, iron products or any components manufactured predominantly of steel or iron into the project. The supplier certifying Form 25D-62 may be the original manufacturer, fabricator, vendor, contractor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with the certification statement on the form. Provide mill certificates when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

Buy America does not apply to construction materials, steel products, and iron products brought to the construction site and removed at or before the completion of the project. Further, it does not apply to construction materials, steel products, and iron products which remain in place at the Contractor's convenience.

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

Construction Materials

A construction material includes an article, material, or supply other than

- 1. an item of primarily iron or steel;
- a manufactured product;
- cement and cementitious materials;
- 4. aggregates such as stone, sand, or gravel;
- 5. or aggregate binding agents or

additives – that is or consists primarily of

- 1. Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- 4. Lumber; or
- 5. Drywall.

For construction materials, manufactured in the United States means the final manufacturing process and the immediately preceding manufacturing stage were undertaken in the United States.

An item that consists of two or more construction materials combined together through a manufacturing process, and items that include at least one construction material combined with another material through a manufacturing process, will be treated as a manufactured product instead of a construction material. Manufactured products that are not predominantly steel or iron are not subject to Buy America requirements.

Steel and Iron Products

"Manufactured in the United States" means all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must

be undertaken in the United States. The definition of "manufacturing process" is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the requirements of Section 106-1.01, Buy America Provision and of the Buy America Act.

Buy America does not apply to iron ore, pig iron, and processed, pelletized and reduced iron ore.

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

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

107-1.04 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.

<u>Under Item</u> 7. <u>Protected areas, add the following</u>: 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.

(02/05/10)AML Special Provision

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. (01/01/01)PARKS-Special Provision

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

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

(06/30/98)PARKS-Special Provision

Add the following:

<u>Eagles</u>. 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.

(10/01/18)CR107.1-Special Provision

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.

(03/09/17)PARKS-Special Provision

SECTION 108 PROSECUTION AND PROGRESS

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

<u>Delete paragraph four and replace with the following:</u>

- 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 15, 2025.

(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. <u>Completion Date</u>. All work under the Contract shall be completed by October 31, 2025.

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

109-1.08 FINAL PAYMENT. Add the following after the fifth paragraph of this subsection: On federally funded projects, if the Department of Labor and Workforce Development Wage and Hour Administration notifies the Department of a pending prevailing wage investigation, and that the investigation is preventing the closing out of the project, the Contractor may place the notified amount in escrow under Wage and Hour for the exclusive purpose of satisfying unpaid prevailing wages. Upon receipt of notice from Wage and Hour that the contractor has satisfactorily transferred the necessary funds into escrow, the Department will proceed to issue final payment.

(11/30/2020)HSM20-3-Standard Modification

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. Add the following: Removal of branches for vertical clearance in accordance with Subsection 201-3.02 will not be measured directly for payment but will be considered subsidiary to work in this Section. (01/01/01)PARKS-Special Provision

Measurement includes approved stockpile and processing areas.

(03-05-20) AML Special Provision

201-5.01 BASIS OF PAYMENT.

Add the following:

Payment will be made under:

Pay Item		
Item Number	Item Description	Unit
201.0003.0000	Clearing and Grubbing	Acre

SECTION 203 EXCAVATION AND EMBANKMENT

203-2.01 MATERIALS. Add the following: Borrow from designated sources may be required to embank portions of the roadway where existing course material is insufficient, per Section 203-3.01, paragraph 9.

Replace Item 3 with the following:

2. <u>Borrow</u>. Approved material for embankments or for other portions of the work and obtained from sources within or outside the project limits that meets requirements of Section 703-2.07.

(03/16/22) AML Special Provision

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

Replace the first sentence of the tenth paragraph with the following: Placing and compacting selected material acquired from usable excavation is included in the scope of work of the excavation item.

(09/02/96)PARKS-Special Provision

Add the following: Excavation shall be measured in original or final position by ground surveys, neatline measurements, or other method per prior review and approval of the Project Engineer. (03/16/22) AML Special Provision

203-3.03 EMBANKMENT CONSTRUCTION.

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

Eliminate paragraph four in its entirety.

Replace paragraph 5 with the following: Scarify existing roadways to a depth of 12 inches, and recompact to meet subsection 203-3.06. (03/16/22) 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. Add the following:

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

Payment will be made under:

Pay Item		
Item Number	Item Description	Unit
203.0005.000A	Borrow, Type A	CY

(02/1/2014)PARKS-Special Provision

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 as needed 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 section shown on the Plans. Compact road surface in conformance with Subsection 203-306.

Provide additional embankment material from a designated material source should existing material be insufficient to establish finished grade, per Section 203-3.01, paragraph 9. (03/16/22) AML Special Provision

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:

Additional aggregate required for subgrade modification is measured in accordance with Section 203.

Processing for subgrade modification is measured by station for full roadway width of sections 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:

PAY ITEM		
Item Number	Item Description	Unit
302.0003.0000	Processing for Subgrade Modification	Station

Replace this entire Section with the following:

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:

Seed Section 724
Fertilizer Section 725

Water Subsection 712-2.01

CONSTRUCTION REQUIREMENTS

618-3.01 SOIL PEPARATION. 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 hinder placement or proper growth. The seeding season is from May 15 and August 1 (Interior Alaska). (02/03/25) AML-Special Provision

Written approval from the Engineer is required to seed at a different date.

(02/03/25) AML-Special Provision

618-3.03 APPLICATION. Dry broadcast application methods are suitable. Do not remove the required tags from the seed bags.

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

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 matt with 70% cover density in the inspection area.

Reseed areas that are not acceptable to the Engineer.

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

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

(01/27/07)E42-Standard Modification

618-4.01 METHOD OF MEASUREMENT. <u>Seeding by the acre.</u> By the area of ground surface acceptably seeded and maintained.

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

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

618-5.01 BASIS OF PAYMENT. Payment is for established vegetative mat. Soil preparation, fertilizer, mulch, and water required are subsidiary.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
618.0001.0000	Seeding	ACRE

(04/06/20)AML-Special Provision

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 15 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 Alaska Construction General Permit.

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

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 ACGP. An AK-CESCL must be recertified every three years.

Alaska Construction General Permit (ACGP). The permit authorizing storm water discharges from Construction Activities, issued and enforced by ADEC. It authorizes storm water discharges provided permit conditions and water quality standards are met.

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

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

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

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

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

storm water directly related to the construction process (e.g. concrete or asphalt batch plants).

Corp of Project Engineers Permit (COE Permit). A U.S. Army Corp of Project 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 ADEC, to obtain coverage under the ACGP.

Electronic Notice of Termination (eNOT). The electronic Notice of Termination submitted to ADEC, to end coverage under the ACGP.

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

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

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 contractor modified SWPPP.

Inspection. An inspection required by the ACGP or the SWPPP, usually performed together by the Contractor's SWPPP Manager and Department's Project Engineer.

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

Operator(s). The party or co-parties associated with a regulated activity that has responsibility to obtain permit coverage under the ACGP. "Operator" for the purpose of the ACGP 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, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt and industrial or municipal waste.

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

Support Activities including material sites, material processing sites, disposal sites, haul routes, staging and equipment storage areas; that are furnished by the Contractor or a commercial operator, are not included in the Project Area.

Records. Any record, report, information, document, or photograph required to be created or maintained pursuant to the requirements of the ACGP, the ACGP 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 Contractor's detailed plan for petroleum spill prevention and control measures that meet the requirements of 40 CFR 112. The SPCC plan is included as an appendix to the HMCP.

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 dry weather.

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 ACGP and this specification, and other applicable local, state, and federal laws and regulations.

Storm Water Lead. The Contractor's qualified representative who conducts Inspections

and has authority to suspend work and to implement corrective actions required for CGP compliance.

Storm Water Pollution Prevention Plan Two (SWPPP2). The Contractor's detailed project specific plan to comply with ACGP or MSGP requirements, for Contractor construction-related Support 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 Superintendent has responsibility and authority for the overall operation of the Project and for Contractor furnished sites and facilities directly related to the Project.

Support Activities. See ADEC CGP definition. Further defined as construction activities in which the Department is not an operator and the activity is outside the Project Area.

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 ACGP compliance.

SWPPP Preparer. The Contractor's qualified representative who is responsible for developing the initial SWPPP.

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 and HMCP) 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. <u>Storm Water Pollution Prevention Plan</u>. Submit one hard copy of the SWPPP to the Project Engineer for approval. Deliver this document to the Project 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 one hard copy of the revised SWPPP to the Project Engineer for approval.

Once the SWPPP is approved by the Department, submit two complete copies of the SWPPP to the Project Engineer.

- 2. <u>Hazardous Material Control Plan</u>. Submit the HMCP, as an appendix to the SWPPP, to the Project Engineer for approval. The HMCP submittal and review timeline, and signature requirements are the same as the SWPPP.
- 3. <u>Spill Prevention, Control and Countermeasure Plan</u>. When a SPCC Plan is required under Subsection 641-2.03, submit two signed hard copies of the SPCC Plan to the Project Engineer. Deliver these documents to the Project Engineer at least 21 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.
- 4. <u>ACGP Coverage</u>. The Contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project. The Contractor cannot use the SWPPP for Support Activities outside the Project Area where the Department is not an operator.

After Department approval of the SWPPP and prior to beginning Construction Activity, submit an eNOI with the required fee to ADEC for coverage under the Construction General Permit (ACGP). Submit a copy of the signed eNOI and ADEC's acknowledgement letter to the Project Engineer when the eNOI is submitted to ADEC

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

The Department will submit an eNOI to ADEC for Construction Activities inside the Project Area. The Project Engineer will provide the Contractor with a copy of the Department's eNOI and ADEC's acknowledgment letter, for inclusion in the SWPPP.

- 5. <u>Ending ACGP Coverage</u>. Submit an eNOT to ADEC, and submit both a copy of the signed eNOT and ADEC's acknowledgment letter to the Department, within 30 days after the Project Engineer has determined the conditions listed in Subsection 641-3.01.6 have been met.
- 6. <u>ADEC SWPPP Review</u>. When ACGP, Part 2.1.3 requires ADEC SWPPP review:
 - a. Transmit a copy of the Department-approved SWPPP to ADEC using delivery receipt confirmation:
 - b. Transmit a copy of the delivery receipt confirmation to the Project Engineer within seven days of receiving the confirmation; and
 - c. Retain a copy of delivery receipt confirmation in the SWPPP.
- 7. <u>Local Government SWPPP Review</u>. When local government or the ACGP 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 using delivery receipt confirmation;
 - b. Transmit a copy of the delivery receipt confirmation to the Project Engineer within seven days of receiving the confirmation;
 - c. Transmit a copy of any comments by the local government to the Project Engineer within seven days of receipt;
 - d. Amend the SWPPP as necessary to address local government comments and transmit SWPPP Amendments to the Project Engineer within seven days of receipt of the comments:
 - e. Include a copy of local government SWPPP review letter in the SWPPP; and
 - f. Before ending permit coverage file a project ending notification with local government and allow them to inspect the work.
- 8. Modifying Contractor's eNOI. When required by The ACGP Part 2.7, modify your eNOI to update or correct the information. Reasons for modification include change to the start or end dates, small changes in number of acres to be disturbed, change in decision to use or not use treatment chemicals, or changed location of SWPPP Records. The Contractor must submit an eNOT and then submit a new eNOI instead of an eNOI

The Contractor must submit an eNOT and then submit a new eNOT instead of an eNOT modification when: the operator has changed, the original eNOT indicates disturbed area less than five acres and the project will disturb more than five acres, or a project over

five disturbed acres grows by more than 50%.

641-1.04 PERSONNEL QUALIFICATIONS. The SWPPP Preparer must meet at least one of the following qualifications:.

- a. Current certification as a Certified Professional in Erosion and Sediment Control (CPESC);
- b. Current certification as AK-CESCL, and at least two years experience in erosion and sediment control, as a Storm Water Lead or SWPPP writer, or equivalent. Provide documentation including project names, project timelines, and work responsibilities demonstrating the experience requirement; or
- c. Professional Engineer registered in the State of Alaska with current certification as AK-CESCL.

For Projects disturbing more than 20 acres, the SWPPP Preparer is recommended to complete a Department-approved SWPPP Preparation course.

The Superintendent must meet the following qualifications:

- a. Current certification as AK-CESCL; and
- b. Duly authorized representative, as defined in the ACGP, Appendix A, Part 1.12.3

The Storm Water Lead must have current certification as AK-CESCL, and be knowledgeable in requirements of that position as defined in the ACGP, Appendix C, Qualified Person.

The Active Treatment System (ATS) operator must have current certification as AK-CESCL, and be knowledgeable in the principals 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's certification course.

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. <u>eNOI and eNOT</u>. The eNOI and eNOT must be signed and certified by a responsible corporate officer according to ACGP Appendix A, Part 1.12.2. Signature and certification authority for the eNOI and eNOT cannot be delegated.

- 2. <u>Delegation of Signature Authority for Other SWPPP Documents and Reports</u>. Use Form 25D-108 to delegate signature authority and certification authority to the Superintendent position, according to ACGP Appendix A, Part 1.12.3, for the SWPPP, Inspection Reports and other reports required by the ACGP. The Project Engineer will provide the Department's delegation Form 25D-107, which the Contractor must include in the SWPPP.
- 3. <u>Subcontractor Certification</u>. Subcontractors must certify that they have read and will abide by the ACGP and the conditions of the project SWPPP.

641-1.06 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE.

- 1. The Department and the Contractor are jointly responsible for permitting and permit 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 ADEC 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 Project Engineer.
- 3. An entity that owns or operates, a commercial plant (as defined in Subsection 108-1.01.3) 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. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Project 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 or Supprt Activities outside the Project Area;
 - b. 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.

SWPPP Preparer and Pre-Construction Site Visit. Use a SWPPP Preparer to develop
the SWPPP and associated documents, according to the requirements of the ACGP.
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 seven days 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. <u>Developing the SWPPP</u>. Use the Department's ESCP and other Contract documents as a starting point for developing the SWPPP. The approved SWPPP replaces the ESCP.

Develop the SWPPP framework according to the ADNR SWPPP template with additional information as required. Include information required by the ACGP, Part 5, and this specification.

When using the ADNR SWPPP template:

The following appendices can found on the ADNR D&C website: http://dnr.alaska.gov/parks/designconstruct/swppp.htm

Include the following appendices:

- Appendix A
 — Site Maps and Drawings
- Appendix B– BMP Details
- Appendix C- Project Schedule
- Appendix D

 Supporting Documentation: TMDLs, Endangered Species, & Project Permits
- Appendix E
 — Certifications and Delegation of Authority
- Appendix F

 Subcontractor Certifications
- Appendix G
 — Permit Conditions: Copy of Signed Notice of Intent (Include both Department's and Contractor's), Confirmation of Delivery of NOI to ADEC (Include both Department's and Contractor's), Copy of Letter from ADEC Authorizing Coverage with ADEC NOI Tracking Number (Include both Department's and Contractor's), and Copy of 2011 Alaska Construction General Permit
- Appendix H– Personnel Qualifications and Training Certificates for:
 - SWPPP Preparer
 - SWPPP Manager/Inspector
 - Contractor's ATS Operator
 - Qualified personnel must be described in a list with names and dates in positions
- Appendix I
 SWPPP Pre-Construction Site Visit
- Appendix J
 – Amendment Log
- Appendix K

 Corrective Action Log
- Appendix L

 Grading and Stabilization Records
- Appendix M- Hazardous Material Control Plan
- Appendix N

 Training Log
- Appendix O

 Rainfall Record
- Appendix P

 Inspection Reports
- Appendix Q

 Delayed Action Item Report
- Appendix R

 Project Staff Tracking Form
- Appendix S Monitoring Plan (If applicable) and Reports

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

- SWPPP Delegation of Signature Authority ADNR (25D-107)
- SWPPP Certification for ADNR (25D-109)

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

- SWPPP Amendment Log (25D-114)
- SWPPP Certification for Contractor (25D-111)
- SWPPP Construction Site Inspection Report (25D-100)
- SWPPP Corrective Action Log (25D-112)
- SWPPP Daily Record of Rainfall (25D-115)
- SWPPP Delegation of Signature Authority Contractor (25D-108)
- SWPPP Grading and Stabilization Activities Log (25D-110)
- SWPPP Pre-Construction Site Visit (25D-106)
- SWPPP Project Staff Tracking (25D-127)
- SWPPP Subcontractor Certification (25D-105)
- SWPPP Training Log (25D-125)

SWPPP Forms are at: http://dnr.alaska.gov/parks/designconstruct/swppp.htm Compile the SWPPP in three ring binders with tabbed and labeled dividers for each section and appendix.

3. SWPPP Considerations and Contents.

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

The SWPPP must consider the activities of the Contractor and all subcontractors and utility companies performing work in the Project Area. 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:

- a. Over which each operator has operational control; and
- b. Where the Department and Contractor are co-operators.

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

- a. Dedicated to the Project and where the Department is not an operator; and
- b. Not dedicated to the project, but used for the project.

Develop the SWPPP according to the requirements of the ACGP and this specification, and account for the Contractor's construction methods and phasing.

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 all temporary and permanent stabilization measures. Describe the

design, placement, installation, and maintenance of each BMP, using words and drawings as appropriate. Provide a citation to the BMP Manual or publication used as a source for the BMP, including the title of the BMP Manual or publication, the author (individual or agency), and date of publication. 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."

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.

Identify the inspection frequency in the SWPPP:

- a. Areas where the mean annual precipitation is 15 inches or less, inspect at least once every 14 days during construction and within 24 hours of the end of a storm event that resulted in a discharge from the project area;
- b. Areas where the mean annual precipitation is between 15 to 40 inches, inspect either once every seven 7 days;
- c. Areas where the mean annual precipitation is 40 inches or greater, inspect once every 7 days, and twice every 7 days during periods of relatively continuous precipitation or sequential storm events.

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 which were not included in the Department's permitting and consultation.

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 ACGP and this specification. See Subsection 641-3.03 for more information.

4. Recording Personnel and Contact Information in the SWPPP.

Include in the SWPPP, Records of the AK-CESCL cards or certificates for the Storm Water Lead, and for any acting Storm Water Lead. If the Storm Water Lead is replaced permanently or temporarily, by an acting Storm Water Lead, 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. The Superintendent and SWPPP Manager must have 24 hour contact information for all Subcontractor SWPPP Coordinators and Utility SWPPP Coordinators.

Include in the SWPPP, Records of the AK-CESCL cards or certificates of storm water inspectors, and ATS operators. Record their beginning and ending dates.

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

Prepare the HMCP for prevention of pollution from storage, use, containment, cleanup, and disposal of all hazardous material, including petroleum products related to construction activities and equipment. Include the HMCP as an appendix to the SWPPP. Compile Material Safety Data Sheets in one location and reference that location in the HMCP.

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

List and give the location and estimated quantities of hazardous materials (Including materials or substances listed in 40 CFR 117 and 302, and petroleum products) to be used or stored on the Project. Hazardous materials must be stored in covered storage areas. Include secondary containment for all hazardous material storage areas.

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

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

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

Describe procedures for containment and cleanup of hazardous materials. Describe a plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by spills. Describe a plan for dealing with contaminated soil and water encountered during

construction. Clean up spills or contaminated surfaces immediately.

Describe methods of disposing of waste petroleum products and other hazardous materials generated by the Project, including routine maintenance. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for hazardous material disposal. Describe methods of complying with the requirements of AS 46.04.010-900, Oil and Hazardous Substances Pollution Control, and 18 AAC 75. Include contact information for reporting hazardous materials and petroleum product spills to the Project Engineer and reporting to federal, state and local agencies.

641-2.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC 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:

- a. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and
- b. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons).

Reference the SPCC Plan in the HMCP and SWPPP.

641-2.04 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT AND STORM WATER LEAD

The Storm Water Lead 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. The Storm Water Lead shall sign Inspection Reports and other reports required by the ACGP, except the NOI and NOT. The Superintendent and Storm Water Lead 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 ACGP.

The Superintendent may assign certain duties to the Storm Water Lead; those duties may include:

- 1. Ensuring Contractor's and subcontractor's compliance with the SWPPP and ACGP;
- 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.

The Storm Water Lead has authority to work in the following positions named in the CGP, Appendix C, Qualified Person: Storm Water Lead and Storm Water Inspector. The Storm Water Lead has authority to work in all the positions of ATS Operator if they meet the knowledge and experience qualifications listed in 1.04.

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

The Superintendent and Storm Water Lead shall have the Contractor's complete authority and be responsible for suspending construction activities that do not conform to the SWPPP or ACGP.

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 ACGP and the Specifications.

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

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 ACGP requirements.

1. <u>Before Construction Activity may Begin</u>.

The following actions must be completed before Construction Activity begins:

 The SWPPP Preparer must visit the Project, the visit must be documented in the SWPPP, and the SWPPP must be developed (or amended) with findings from the visit;

- b. The SWPPP must be approved by the Project Engineer;
- c. The Contractor must be authorized to begin by the Project 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 ADEC website;
- e. The Department approved SWPPP must be submitted to ADEC and Local Government (when required); and

Post notices containing the following information:

- a. Copy of all eNOIs related to this project;
- b. Name and 24 hour phone number of SWPPP Manager; and
- c. 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 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.

Install an outdoor rain gauge per manufacturer's guidance, in a readily accessible location on the Project.

Delineate the site for both land disturbing activities and areas that will be left undisturbed. Install sediment controls and other BMPs that must be placed prior to the initiation of Construction Activity.

The ACGP Part 4.10.3 allows cutting of trees and brush while the ground is frozen, without disturbing the vegetative mat, prior to submitting an eNOI.

2. During Construction.

Make copies of the applicable portions of the SWPPP available to subcontractors and utility companies before they begin soil disturbing activities. Inform subcontractors and utility companies of SWPPP amendments that affect them in a timely manner. Ensure all subcontractors who engage in soil-disturbing activities understand and comply with the SWPPP and CGP, and signed a SWPPP Subcontractor Certification, Form 25D-105, before they conduct the activity. Include SWPPP Subcontractor Certifications as an appendix to the SWPPP. Provide SWPPP information to utility companies. Coordinate with subcontractors and utility companies doing work in the Project Area so that BMP's, including temporary and permanent 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. Training must be given at a frequency that will be adequate to ensure proper implementation and protection of control measures. 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 Project Engineer immediately if the actions of any utility company or subcontractor do not comply with the SWPPP and the ACGP.

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

Fuel the equipment in designated areas. Place absorbent pads or other suitable containment under fill ports while fueling, under equipment during maintenance or repairs. Install secondary containment under all stationary equipment that contains petroleum products.

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 there has been an incident of non-compliance with the ACGP that may endanger health or the environment, immediately report the incident to ADEC according to the ACGP, Appendix A, Part 3.0. Notify the Project Engineer immediately and to the extent possible coordinate reports to ADEC with the Project Engineer.

The report must include:

- a. A description of the noncompliance and its causes;
- b. The exact dates and times of noncompliance;
- c. If not yet corrected the anticipated time the project will be brought back into compliance; and

d. The corrective actions taken, or planned, to reduce, eliminate and prevent reoccurrence.

Report spills of petroleum products or other hazardous materials to the Project Engineer and other agencies as required by law. Use the HMCP and SPCC Plan (if available) for contact information to report spills to regulatory agencies. See CGP Part 4.8.

4. Corrective Action and Maintenance of BMPs.

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

Implement corrective action:

- a. If an incident of non-compliance with the SWPPP or ACGP is identified;
- b. If an Inspection or the Project Engineer identifies the SWPPP or any part of the SWPPP is ineffective in preventing erosion, sedimentation or the discharge of pollutants;
- c. If the Project Engineer determines the SWPPP or any part of the SWPPP is ineffective in preventing the erosion, sedimentation, or the discharge of pollutants;
- d. If a required BMP was never installed, was installed incorrectly, or not in accordance with the CGP Part 4.0;
- e. If any BMP is not operating as intended, or has not been maintained in an effective operational condition, or is unable to effectively perform the intended function;
- f. Before sediment or debris fills a BMP to the percentage of design camacity or available storage allowed by the CGP (or manufacturer's specifications or SWPPP requirements, whichever is lower);
- g. Whenever there is a change in conditions, design, construction, operation, or maintenance that could result in erosion, sedimentation, or the discharge of pollutants;
- h. If a prohibited discharge as specified in CGP Part 4.6 is occurring or will occur; or
- i. If there are accumulations and tracking of sediment or other pollutants, in or near any storm water conveyance channels, on roadways or parking lots within and adjacent to the project area, in the immediate vicinity of control measures, at discharge points or entry points into the storm sewer system, or in other areas within

the project area.

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

- a. 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;
- b. Corrective action is completed before the next storm event;
- c. Corrective action is completed in time to protect water quality; and
- d. 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 Project Engineer, and implement corrective action as soon as possible.

If a corrective action could affect a subcontractor, notify the subcontractor within three days of taking the corrective action.

5. Stabilization.

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

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

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

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

cover, dust palliatives, or other approved methods. Temporary or Permanent Seeding

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

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

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

Stream Bypass

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

Install temporary and permanent stabilization:

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

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

- a. At the inlet and outlet of the culvert, drainage structure, or bridge;
- b. In the area upstream and downstream of the culvert, drainage structure, or bridge, that is disturbed during installation or construction of the culvert, drainage structure, or bridge; and

c. Under the bridge.

Within seven days of initiating final stabilization, either complete final stabilization or continue maintenance of work until final stabilization is complete.

6. Ending ACGP Coverage and BMP Maintenance.

The Project Engineer will determine the date that all the following conditions for ending ACGP coverage have been met within the Project Area:

- a. Land disturbing activities have ceased;
- b. Final Stabilization has been achieved (including at Department furnished material sources, disposal sites, staging areas, equipment areas, etc.); and
- c. Temporary BMPs have been removed.

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

- a. Send written notice to the Contractor with the date that the conditions were met;
- b. Submit an eNOT to ADEC; and
- c. Provide a copy of the eNOT and ADEC's acknowledgement letter to the Contractor.

The Contractor is responsible for ending permit coverage within the Project Area, by submitting an eNOT to ADEC 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 Area.

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 ADEC, and insert copies of the Department's and the Contractor's eNOTs with ADEC's acknowledgement letters in the appendix of the SWPPP.

The Contractor must submit a copy of each signed eNOT and ADEC's acknowledgement letter to the Department within 30 days of receiving a written them.

7. Transmit final SWPPP.

Transmit one copy of the final SWPPP, including all amendments, appendices, and maps to the Project 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 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 Project 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 Project 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, but this will require updating on-site posted notices. 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 ADEC 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 ADEC 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. 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 Parts 5.10, 6.6, and 9.4.

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, SWPPP

Amendment Log, SWPPP Grading and Stabilization Activities Log, and SWPPP Daily Record of Rainfall forms. For active projects update the Records daily.

1. Inspection during Construction.

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

- a. Areas where the mean annual precipitation is 15 inches or less, inspect at least once every 14 days during construction and within 24 hours of the end of a storm event that resulted in a discharge from the project area;
- b. Areas where the mean annual precipitation is between 15 to 40 inches, inspect either once every seven 7 days;
- c. Areas where the mean annual precipitation is 40 inches or greater, inspect once every 7 days, and twice every 7 days during periods of relatively continuous precipitation or sequential storm events.

Inspections required by the CGP and SWPPP must be performed by the Contractor's Storm Water Lead. The Department's Project Engineer shall be contacted 24 hours prior to an Inspection. The Department's Project Engineer shall be present during inspections if available. If Department's Project Engineer is unavailable to attend the Inspection, the Contractor shall provide a copy of the Inspection to Project Engineer within three days of the Inspection date and pictures taken during the inspection.

2. Inspection Reports.

Use only the ADNR 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.

Unless otherwise directed by the Project Engineer, insert a Complete-by-Date for each corrective action listed that is (1) a date that complies with the time requirement listed in Subsection 641-3.01.4, or (2) seven days from the date of the Inspection, whichever is sooner. Provide a copy of the completed, unsigned Inspection Report to the Project Engineer by noon of the day after inspection.

The Superintendent must review the Inspection Report. The Project Engineer may coordinate with the Superintendent to review the Inspection 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 a copy of the signed and certified Inspection Report to the Project Engineer within three days.

The Project Engineer may recommend corrections on the Inspection Report after the Superintendent has signed and certified the Inspection Report. If the Superintendent 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 Project Engineer on the day it is recertified.

3. <u>Inspection before Seasonal Suspension of Work.</u>

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 Project Engineer, and beginning and ending dates documented as an amendment to the SWPPP.

The Project Engineer may waive winter Inspection requirements 14 days after the freeze-up. Inspections must be resumed 21 days before thawing conditions are expected to result in a discharge, if all the following requirements are met:

- a. Frozen conditions are anticipated to continue for more than one month; and
- b. Soil disturbing or stabilizing activities have been suspended.

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

The Project 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 Seasonal Thaw.

Construction Activities within the Project Area must be stabilized with appropriate BMPs prior to seasonal thaw. Seasonal thaw is the annual (first) recurrence of snow and ice melting after a prolonged period of freezing conditions.

6. <u>Inspection before Project Completion</u>.

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. <u>Items and Areas to Inspect.</u>

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

8. SWPPP Amendments and SWPPP Amendment Log.

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

SWPPP Amendments must be approved by the Project 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.

Do not record removal of BMPs as amendments to the SWPPP. See Subsection 641-3.03.9 for documenting removal of BMPs.

Amend the SWPPP narrative as soon as practicable after any change or modification, but in no case, later than seven 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 Project 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.

9. <u>Site Maps</u>.

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.

10. <u>Corrective Action Log.</u>

The Storm Water Lead is 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 discovery.

Modification or replacement of a BMP, installation of a new BMP not shown in the original SWPPP, or overdue maintenance (after a sediment trap exceeds 50% of design capacity) is a corrective action and must be documented on the Corrective Action Log. Do not record removal of BMPs on the Corrective Action Log.

After each Inspection Report has been signed and certified, update the corrective action

log with the date of inspection and include all proposed corrective actions noted on the Inspection Report.

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

Keep the Corrective Action Log current and submit a copy to the Project 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 Storm Water Lead is 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 Project Engineer prior to performing each scheduled SWPPP Inspection.

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 Project Engineer prior to performing each scheduled Inspection. Keep the Daily Record of Rainfall as an appendix to the SWPPP.

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

1. If the Contractor fails to take the corrective action within the specified time, the Project

Engineer may:

- a. Suspend the work until corrective action is completed;
- b. Withhold monies due the Contractor until corrective action is completed;
- c. Assess damages or equitable adjustments against the Contract Amount; and
- d. Employ others to perform the corrective action and deduct the cost from the Contract amount.
- 2. Reasons for the Project Engineer to take action under this section include, but are not limited to, the Contractor's failure to:
 - a. Obtain appropriate permits before Construction Activities occur;
 - b. Perform SWPPP Administration;
 - c. Perform timely Inspections;
 - d. Update the SWPPP;
 - e. Transmit updated SWPPP, Inspection Reports, and other updated SWPPP forms to the Project Engineer;
 - f. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP, the CGP, and applicable local, state, and federal requirements;
 - g. Perform duties according to the requirements of this Section 641; or
 - h. Meet requirements of the CGP, SWPPP, or other permits, laws, and regulations related to erosion, sediment, or pollution control.

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

641-4.01 METHOD OF MEASUREMENT. Section 109.

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

The total value of this Contract will be adjusted as specified herein. Withholding will be determined by the Department and assessed under Pay Item 641.0006 SWPPP Price Adjustment, as follows:

- 1. <u>Fines and Penalties:</u> A Price adjustment equal to any penalties and fines levied against the Department by local, state, or federal agencies for pollutant violations, including violations of the CWA and CGP, except when due to Department negligence. An amount equal to the anticipated penalties and fines for the violation or violations, excluding any due to negligence by the Department, will be withheld until the actual cost of the penalties and fines is known. Anticipated penalties and fines will be determined by the Project Engineer. The Contractor is also responsible for the payment of penalties and fines levied against the Contractor.
- 2. <u>Failure to perform Inspections:</u> By each 24 hour period, that a required SWPPP inspection is delayed or is not signed, certified, or completed in accordance with the schedule identified in the approved SWPPP a price adjustment of \$750 will be assessed.
- 3. <u>Failure to perform Corrective Action:</u> By each 24 period following 24 hours after written notice by the Project Engineer, per occurrence, a price adjustment of \$750 will be assessed where the Contractor:
 - fails to complete SWPPP administrative requirements as identified in the Contract or the CGP.
 - fails to initiate work required by the SWPPP, or
 - fails to initiate corrective action to respond to a deficiency notes during an inspection or by the Project Engineer.

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

Item 641.0001 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, Storm Water Lead (when not included as a separate Pay Item under 641.0006) 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.

Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Pay Item 641.0001 Erosion, Sediment and Pollution Control Administration.

Item 641.0002 Temporary Erosion, Sediment and Pollution Control. At the contingent sum

prices specified for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of approved temporary erosion, sedimentation, and pollution control BMPs required to implement the SWPPP and SPCC Plan.

Item 641.0006 SWPPP Price Adjustment. Withholding according to Section 641-3.04, equal to any penalties and fines levied against the Department by local, state, and federal agencies for pollutant violations, including violations of the CWA, CGP, and any other Permit, except when due to the Department's sole negligence. The Contractor is also responsible for the payment of any and all penalties and fines levied against the Department or Contractor by entities (including agencies) other than 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.

<u>Subsidiary Items</u>. Temporary erosion, sediment, and pollution control measures that are required outside the Project Area are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641.0001 Erosion, Sediment and Pollution Control Administration.

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

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

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

Work at the Contractor's Expense. Temporary erosion, sediment, and pollution control

measures that are required due to carelessness, negligence, or failure to install temporary or permanent controls as scheduled or ordered by the Project Engineer, or for the Contractor's convenience, are at the Contractor's expense.

Payment will be made under:

	Pay Item	Pay Unit
641.0001.0000	Erosion, Sediment, and Pollution Control Administration	Lump Sum
641.0002.0000	Temporary Erosion, Sediment, and Pollution Control	Contingent Sum
641.0006.0000	SWPPP Price Adjustment	Contingent Sum

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:

- 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 called for on the Plans.

Perform all other surveying and staking necessary to complete the project. This includes measurement of quantities for pay items 203.0005.0000 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 A.

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:

Pay Item			
Item Number	Item Description	Unit	
642.0001.0000	Construction Surveying	Lump Sum	

(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 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:

PAY ITEM

Item Number	Item Description	Unit
647.0002.0000	Wide Pad Dozer, 65 HP Minimum	HOUR
647.0006.0000	Hydraulic Excavator, 1 CY, 100 HP, Minimum	HOUR
647.0007.0000	Motor Grader, 220 HP Minimum	HOUR

(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:

Section 618
Section 619
Section 633
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.

<u>Fiber Rolls</u>: 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

PERMIT DESCRIPTION	ISSUE DATE	EXPIRE DATE
SHPO – No Historic Properties Affected Alaska State Historic Preservation Officer	4/18/2025	N.A.

Temporary Water Use:

The Hangar Pit, Cripple Creek, and Coal Creek are available water sources for compaction moisture and dust control, with the following conditions:

- a. Limiting use to a maximum of 500 gallons per day, which may be taken from any source indefinitely, or
- b. Limiting use to 5,000 gallons per day for up to 10 calendar days per source per calendar year.

Greater quantities of water use will require a Temporary Water Use Authorization, which may be acquired at:

https://dnr.alaska.gov/mlw/water/twua/

From: Herring, McKenzie S (DNR)

To: Irevs, Charles J (DNR)

Subject: RE: Sec. 106 Consultation for Healy Valley reclamation

Date: Friday, April 18, 2025 12:58:14 PM

File No: 3130-1R OSM/2025-00057

Dear Mr. Ireys:

The Alaska State Historic Preservation Office (AKSHPO) received the correspondence and associated documentation for review under Section 106 of the National Historic Preservation Act (36 CFR 800). We apologize for the delay in response, the e-mail was mistakenly placed into a spam folder. Upon review, we believe that a finding of **no historic properties adversely affected** is appropriate for the proposed undertaking.

Should previously unidentified archaeological 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. Herring
Archaeologist I - Review and Compliance
Alaska State Historic Preservation Office (AKSHPO)/Office of History and Archaeology (OHA)
550 W. 7th Ave, Suite 1310
Anchorage, AK 99507
(907) 269-8726
mckenzie.herring@alaska.gov

From: DNR, Parks OHA Review Compliance (DNR sponsored) <oha.revcomp@alaska.gov>

Sent: Tuesday, January 21, 2025 4:57 PM

To: Ireys, Charles J (DNR) <justin.ireys@alaska.gov>

Cc: Herring, McKenzie S (DNR) <mckenzie.herring@alaska.gov> **Subject:** FW: Sec. 106 Consultation for Healy Valley reclamation

Good afternoon,

The Office of History and Archaeology/Alaska State Historic Preservation Office received your documentation, and its review has been logged in with Mckenzie Herring under 2025-00057. Our office has 30 calendar days after receipt to complete our review and may contact you if we require additional information. Please contact the project reviewer or me by email if you have any questions or concerns.

Best, Sarah

Sarah Meitl

Review and Compliance Coordinator Alaska State Historic Preservation Office Office of History and Archaeology sarah.meitl@alaska.gov

From: Ireys, Charles J (DNR) < <u>justin.ireys@alaska.gov</u>>

Sent: Thursday, January 16, 2025 11:55 AM

To: DNR, Parks OHA Review Compliance (DNR sponsored) < oha.revcomp@alaska.gov>

Subject: Sec. 106 Consultation for Healy Valley reclamation

Hello,

The Abandoned Mine Lands Program is requesting Section 106 Consultation for a series of reclamation projects located in the Healy Valley. These efforts are a continuation of past projects undertaken by DNR's AML Program.

Please contact me if there are questions or if I have missed anything.

Respectfully,

Justin Ireys

C. 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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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)

	Stationing	HI	Closure	Horizontal Angle	Distance To center line	Grade
Additional cross sections	1.0	0.01	0.04	**	0.1	0.1
Benches		0.01	0.02			
Blue tops***	1.0	0.01	0.04		0.1	0.02
Bridges	*	0.01	0.02			0.01
Centerline	*			*		
Clearing & Grubbing	1.0				1.0	
Culverts	1.0	0.01	0.04	**	0.1	0.1
Curb & gutter	1.0	0.01	0.02		0.1	0.02
Grade stakes	1.0				0.1	0.1
Guardrail	1.0				0.1	
Manholes, catch basins & inlets	1.0	0.01	0.02		0.1	0.02
Monuments	*			*		
Red tops***	1.0	0.01	0.02		0.1	0.05
Riprap	1.0	0.1	0.04		1.0	0.1
Signs	1.0				0.1	
Slope stakes & RP's	1.0	0.01	0.04	**	0.1	0.1
Under drains & sewer	1.0	0.01	0.02		0.1	0.02

^{*} 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

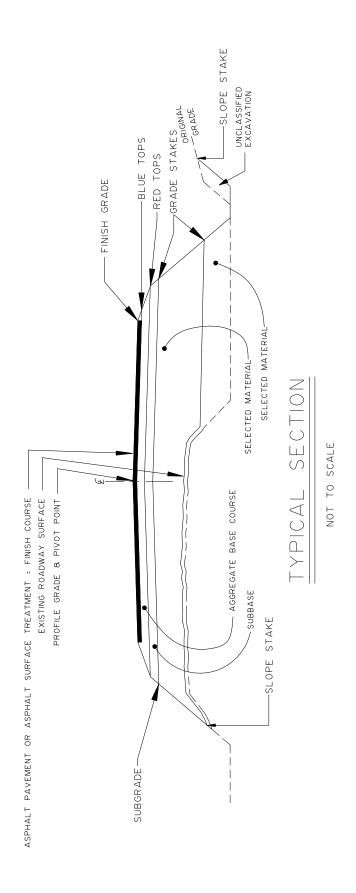
Table 2—Survey frequency requirements (in feet)

	Tangents	Curves	Interchange ramps	Stake each per plan	See special instructions on sample notes
Additional cross sections	*	*	*		
Bench marks					X
Blue tops	100	100**	25		X
Blue tops within 100 feet both sides of railroad track crossings and bridge approaches	25	25	25		X
Bridges				X	X
Center line	100	100**	25		
Clearing	100	100**	25		X
Culverts				X	X
Curb and gutter	25	25	25		
Grade stakes	100	100**	50		
Guardrail	25	25	25		
Manholes, catch basins & inlets				X	
Monuments				X	
Red tops	100	100**	25		X
Riprap	50	50	50		
Signs				X	
Slope stake / cross sections	100	100**	25		X
Under drains and sewers	50	25	25		

^{*} 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.

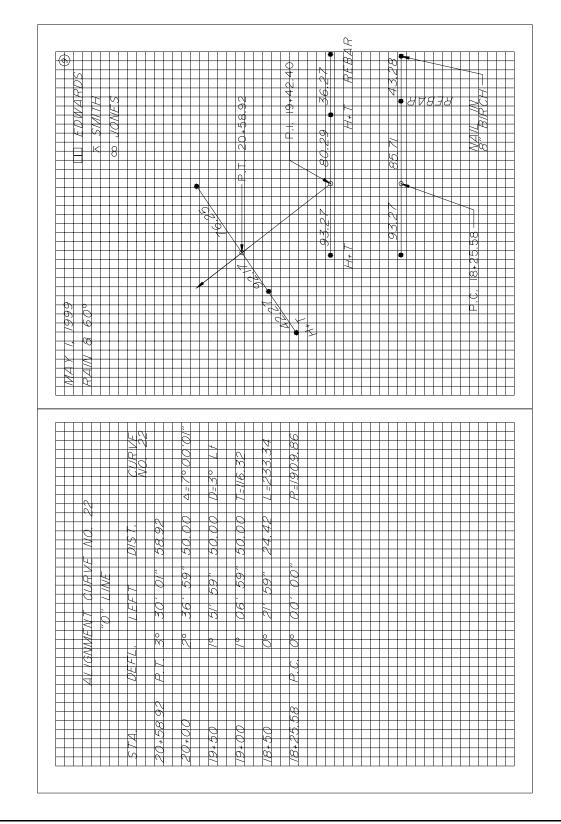
Table 3—Survey point materials requirements

	24" lath or whiskers	2" x 2" x 8" hub	2" x 2" x 12" hub	1" x 2" x 18" stake	1" x 2" x 24" stake	48" lath	Hub and tack	40d nail	60d nail	½" x 24" rebar
Benchmarks									X	
Blue tops	X	X								
Centerline P.C., P.T., P.O.T.			X	X			X *			X*
Centerline reference points			X	X			X *			X *
Centerline station				X				X		
Clearing						X				
Culvert stake			X		X	X				
Culvert stake references			X		X	X				
Curb and gutter			X		X		X			
Guardrail								X		
Major structures			X	X *	X *	X	X *			X *
Red tops	X	X								
Signs						X				
Slope stake					X	X				
Slope stake references			X		X	X				

^{*} 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.

© EDWARDS	⊼ SMITH	∞ JOMES											
	K	8											
				CL.RT.	215'	200,	216'	192,	200,				
1999		EAR			+12,								
AUG. 6, 1999		80°± CLEAR	CALM	CA TCH	203'	188,	204'	180,	188,				
1													
CRUBBING -				CA TCH	137'	152'	147'	155'	167,				
CLEARING &					+12,								
+ CLEA				CL.LT.	149,	164,	159'	167'	179'				
				<i>STA</i> .	5+50	00+9	6+50	2+00	7+50				

6. Typical level notes

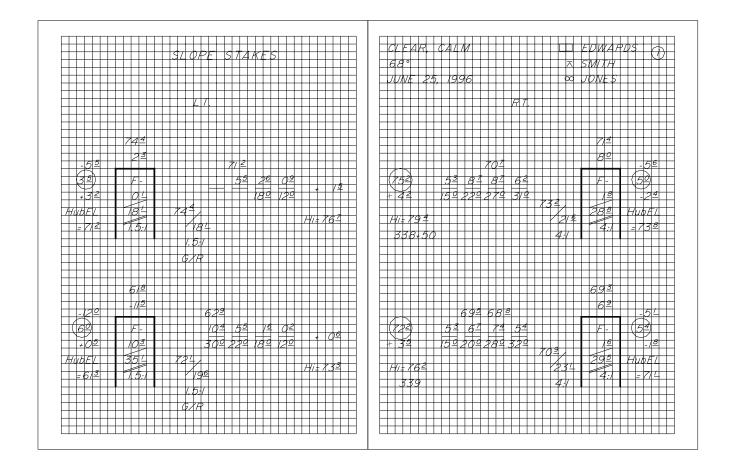
- ✓ Balance back sights and foresights.
- ✓ Establish all benchmarks and take the centerline profile before doing any staking involving elevations.
- ✓ Don't set benchmarks in utility poles.
- ✓ Don't use side shots on benchmarks.
- ✓ Use the turn through method when establishing benchmarks.
- ✓ Re-check 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.

STA.	BS+	HI	FS-	ELEV.	45°± CLE WARM CA	IAR ILM			⊼ Ш	ٷ EDWARDS
					WILD 413		3-2.	3-90		SMITH
TBM #10	71									
6+72				161.309		Nail in	base o	f 12" S	pruce	
	7.077	105 100					<i>85' 10</i>	<u>L</u> /.	6+72	
	3.877	165.186								
6+00			1.95	163.24						
6+25			2.32	162.87						
6+50			2.96	162.23						
0 7 00			2.50	702.20						
<i>T.P.</i>			3.246	161.940						
	1.103	163.043								
6+75			2.31	160.73						
7+00			2.56	160.48						
<i>T.P.</i>			2.823	160.220						
	2.332	162.552				Nail in	base d	of 18"	stumn	
TBM #1	02		1.143	161.409			" RT			161.413

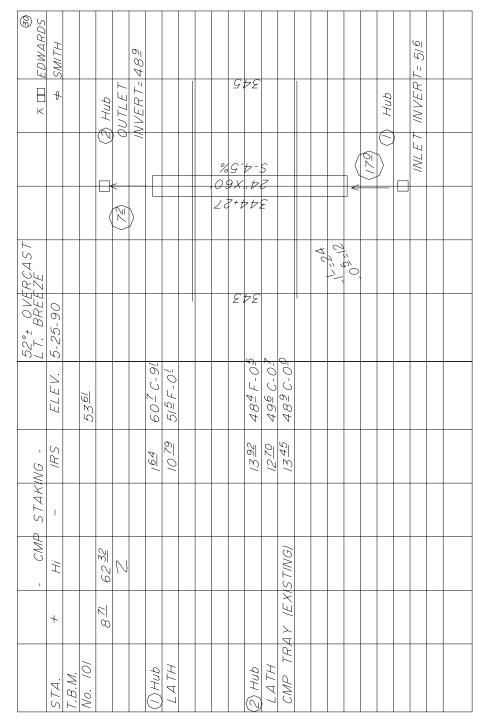
7. Typical slope stake notes

- ✓ 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.
- ✓ 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.
- ✓ 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.

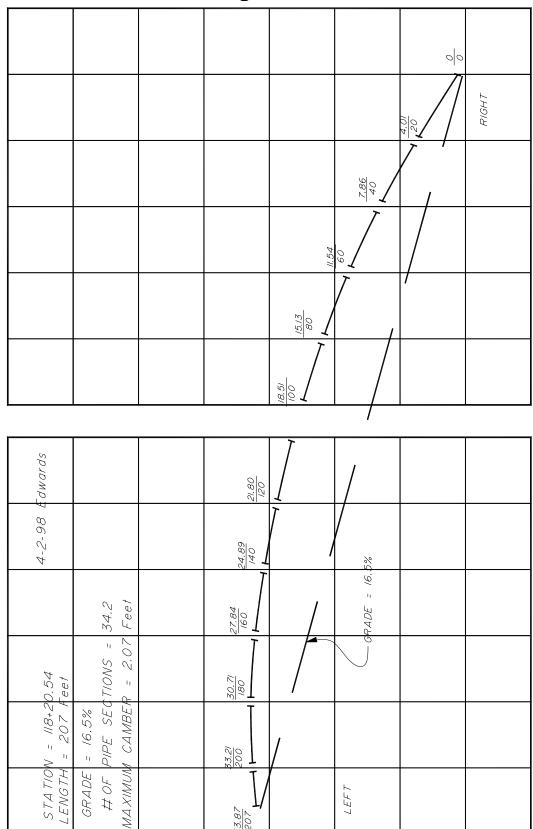


8. Typical culvert notes

- ✓ 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.



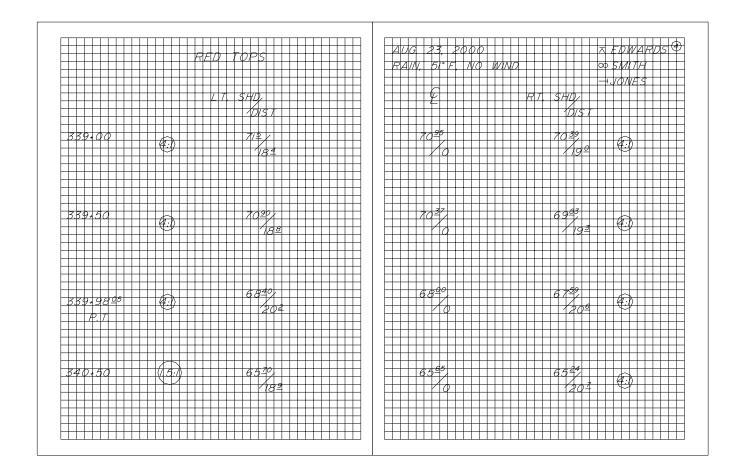
9. Typical culvert camber diagram



(US Customary Units)

10. Typical blue or red tops and grade stake notes

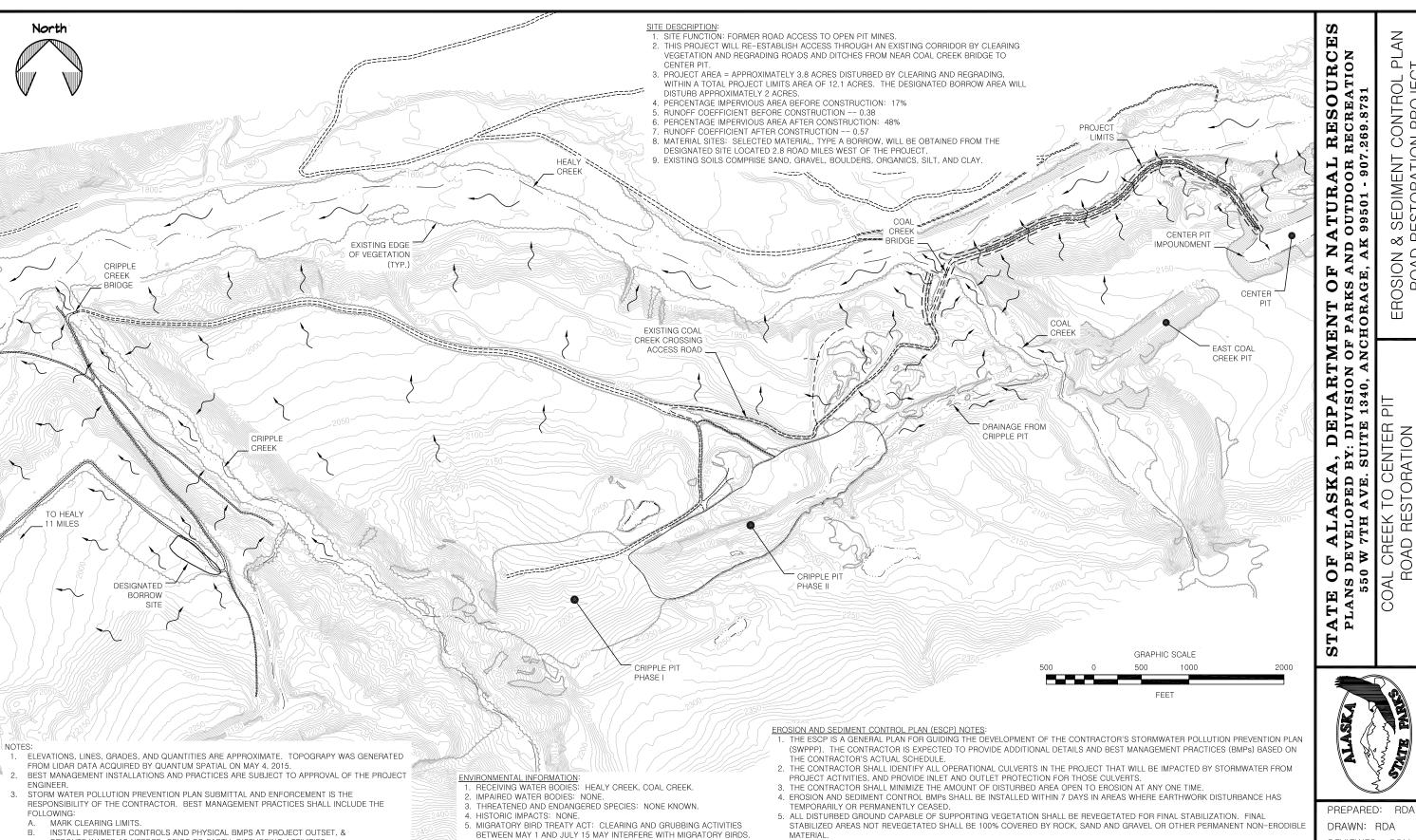
- ✓ Place blue and red tops at each break in typical section and on centerline.
- ✓ Use blue tops for top of base course.
- ✓ Use red tops for the bottom of the base course.
- ✓ Evenly space red/blue tops at and between crown section break points with a maximum spacing of 25 feet between red/blue tops.
- ✓ 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 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

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

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



REFER TO THE U.S. FISH AND WILDLIFF SERVICE FOR DETAILS

QUESTIONS/CONCERNS REGARDING ENVIRONMENTAL MATTERS

CONTACT THE PROJECT ENGINEER WITH ADDITIONAL

ASSUMED CONSTRUCTION SEQUENCE:

GRADE & COMPACT ROAD SURFACES

4. FINAL STABILIZATION (TOPSOIL & SEED).

CLEARING AND GRUBBING

1. BMP INSTALLATION.

5. REMOVE BMPS

REROUTE WATER AS NEEDED, PRIOR TO EARTH-DISTURBING ACTIVITIES.

EROSION OR CONTAIN SEDIMENTATION.

PROJECT FROM HEALY CREEK TO THE NORTH.

INSTALL BMPS AS SHOWN & NEEDED, ON AN ONGOING BASIS, TO PREVENT

WATER ROADWAYS AND ACCESS CORRIDORS TO SUPPRESS FUGITIVE DUST

RECEIVING WATERS. A 4,000 FOOT REACH OF HEALY CREEK, LYING 100-400 FEET NORTHWARD.

CONTROLS AND PRACTICES SHALL BE PUT IN PLACE TO PROTECT RUNOFF AND SEDIMENT FROM ENTERING HEALY AND COAL CREEKS IN THE VICINITY OF PROJECT.

BMPS CONSIST OF APPROXIMATELY 50-500 FEET OF VEGETATIVE BUFFER SEPARATING ROAD

COVER STOCKPILES TO PREVENT SEDIMENT MOBILIZATION.

S S A, DEPARTMENT OF NABY: DIVISION OF PARKS AND SUITE 1340, ANCHORAGE, AK EROSION 8 ROAD 딢 O CENTER 1 STATE OF ALLAS
PLANS DEVELOPED E
550 W 7TH AVE.

REVIEWED: RBM

DATE: 02/12/2025

SHEETS

SHEET

6. TEMPORARY PERIMETER CONTROL BMPs SHALL BE INSTALLED BEFORE ANY UPGRADIENT SOIL DISTURBANCE OCCURS.
7. PROVIDE PERIMETER CONTROLS IN AREAS NOT SHOWN ON THE PLANS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE

SEDIMENT BARRIERS FOR PERIMETER CONTROL WITH SUFFICIENT WIDTH FOR THE CATCHMENT AREA.

11. ALL STOCKPILES OF ERODIBLE MATERIALS SHALL HAVE PERIMETER CONTROL IN PLACE

OTHER METHODS APPROVED BY THE PROJECT ENGINEER.

8. RETAIN A VEGETATIVE BUFFER STRIP IN UPLAND AREAS WHEREVER POSSIBLE. VEGETATIVE BUFFER STRIPS MAY BE USED IN LIEU OF

9. AVOID CONDITIONS WHICH PROMOTE CONCENTRATED FLOWS. INSTALL VELOCITY CONTROL BMPs WHEN CONCENTRATED FLOWS

10. SLOPE PROTECTION MAY INCLUDE SLOPE ROUGHENING, TACKIFYING, EROSION CONTROL BLANKETS, SEEDING, ROCK LINING, OR

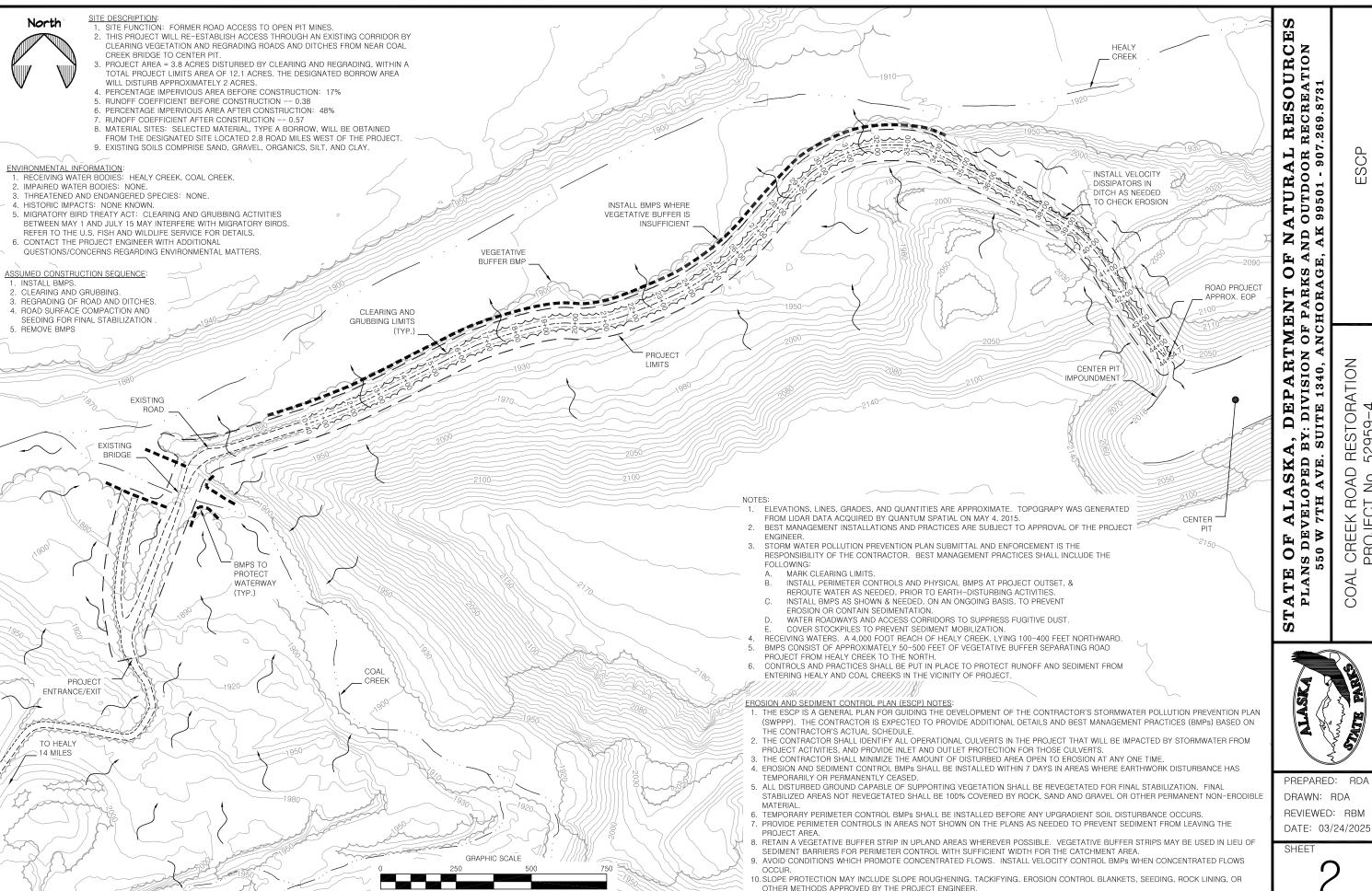
PROJECT AREA.

PLAN

CONTROL **PROJE**(

SEDIMENT

STORATION



11. ALL STOCKPILES OF ERODIBLE MATERIALS SHALL HAVE PERIMETER CONTROL IN PLACE.

RESTORATION 52959-4 ROAD CREEK COAL

PREPARED: RDA DRAWN: RDA REVIEWED: RBM

SHEET

2 SHEETS