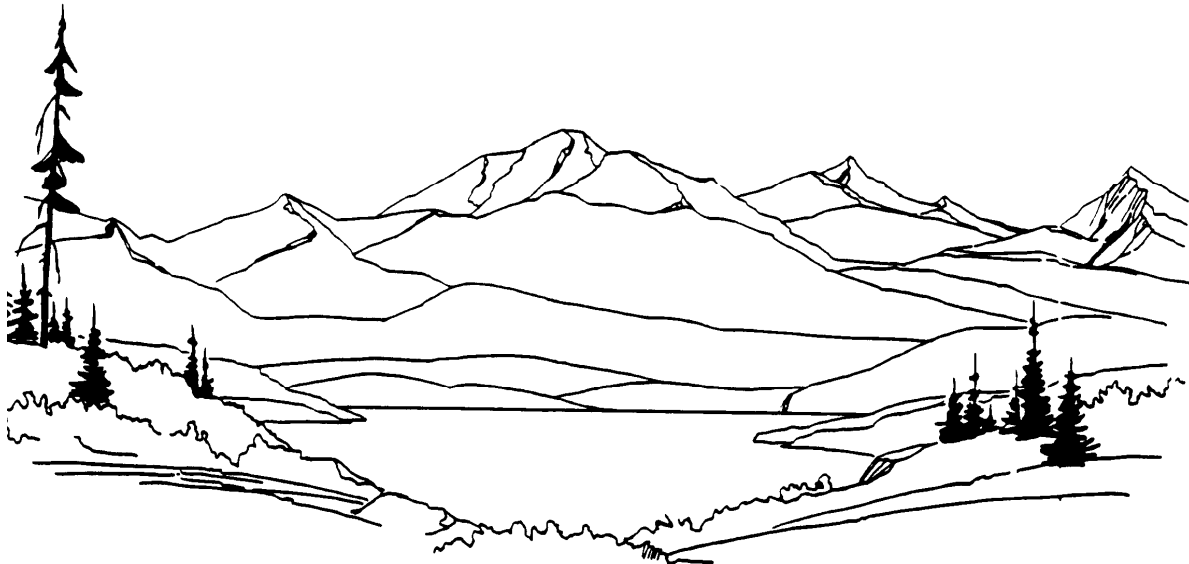


**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

**DIVISION OF PARKS
AND
OUTDOOR RECREATION**



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

**LOWER SITUK LANDING
SANITARY IMPROVEMENTS
PROJECT NO. 91007-1**

COPY _____

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Federal wage rates can be obtained at <https://sam.gov/content/wage-determinations> 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

Date: November 7, 2024

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 5th day of December 2024**. On that date, the Department will assemble, open, and then publicly announce the timely-received bids at **550 W. 7th Avenue, Suite 1340; Anchorage, AK 99501**, at **2:15 PM**, or as soon thereafter as practicable.

Location of Project: Yakutat, AK

Contracting Officer: Rys Miranda, P.E.

Issuing Office: DNR, Division of Parks and Outdoor Recreation

State Funded Federal Aid

Description of Work:

Work under this contract includes removing the existing Romtec vaulted toilet and concrete pad and installing a new CXT single vaulted toilet.

Project DBE Utilization Goal: Race-Neutral, Goal is 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 \$250,000 between \$2,500,000 and \$5,000,000
 between \$250,000 and \$500,000 greater than \$5,000,000
 between \$500,000 and \$1,000,000

All work shall be completed in N/A Calendar Days, or by June 30, 2025. The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of **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.

Submission of Bidding Documents

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

Bidding Documents for Project: LOWER SITUK LANDING SANITARY IMPROVEMENTS PROJECT NO. 91007-1	ATTN: DNR, Division of Parks and Outdoor Recreation 550 W. 7th Avenue, Suite 1340 Anchorage, AK 99501
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It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: dpor.dc@alaska.gov or fax number: (907) 269-8917.

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

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

NOTICE TO BIDDERS

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

SEE SPECIAL NOTICE TO BIDDERS

A bidder may download project plans and specifications from: <http://dnr.alaska.gov/parks/designconstruct/bidcalresults.htm>.
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:

Rangell Soriano, P.E.
Email: rangell.soriano@alaska.gov
Phone: (907) 269-8937

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. Publications. The following are available from the Plans Room, download online, or as noted:
 - a. Standard Specifications for Highway Construction, 2020 Edition comb bound (\$25.00), download at: www.dot.state.ak.us/stwddes/dcsspecs/assets/pdf/hwyspecs/sshc2020.pdf, or order bound book from LuLu at: <https://www.lulu.com/en/us/shop/state-of-alaska-dept-of-transportation/2020-alaska-standard-specification-for-highway-construction/paperback/product-1qq9j9qk.html>.
 - b. Alaska Test Methods Manual (Lab & Field), September 1, 2024 Edition (\$25.00). Available online at: www.dot.state.ak.us/stwddes/desmaterials/mat_waqtc/testman.shtml.
 - c. Alaska Storm Water Pollution Prevention Plan Guide, March 2021. Available at: www.dot.state.ak.us/stwddes/desenviron/resources/stormwater.shtml.
2. Other Publications. These items are available upon request from the Department of Natural Resources, Division of Parks & Outdoor Recreation, Design & Construction Section at 550 West 7th Avenue, Suite 1340, Anchorage, AK:
 - a. Erosion, Sediment Control Plan (ESCP) in the appendix.
3. Materials Certification List (MCL). The MCL provides the Engineer with the appropriate approving authority. Contractor, submit certification for each material to the Engineer. The MCL is included in Appendix C.
4. Build America, Buy America Act. Effective for Federal award obligations after October 23, 2023, meet the requirements at 2 CFR 184 for construction materials.
5. COVID-19 Management Plan. The Governor's emergency declaration and mandates relating to COVID-19 expired on February 14, 2021. However, contractors are encouraged to review COVID-19 Response and Recovery Health Advisories that can be accessed at: <https://covid19.alaska.gov/health-advisories/>.

Contractors will still be required to meet any applicable local ordinances or requirements currently in effect, and comply with any future federal, state, or local declarations or mandates that might be adopted while work on the project is ongoing.

Consistent with Section 107-1.01 of the Standard Specifications for Highway Construction, the Contractor will be responsible for paying all costs and expenses incurred to comply with any COVID-19 Health Mandates or Health Advisories in effect during times when the Contractor is performing project-related work activities. The Contractor will additionally be responsible for preparing any general or site-specific mitigation and response plans required for its forces, along with any attendant schedule delays or impacts.

6. Electronic Bidding. The Department is not able to receive bids electronically. All bidding documents must be submitted by mail or hand delivered. Documents shall be submitted in a sealed envelope.
7. Material Sources. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any federal-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify the Department prior to extracting material. The Department must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.
8. Cultural and Archaeological Survey for Material Sources. All material sources associated with this project must conform to AS 41.35.070 and have documented survey showing no adverse effects to historic, prehistoric, or archaeological resources. A list of qualified consultants approved to perform cultural/archaeological surveys can be found at: <http://dnr.alaska.gov/parks/oha/grant/contractorlistcurrent.pdf>.
9. Contract Price Adjustment(s). The Department will not provide cost escalation or de-escalation price adjustment for this contract, except for specific items described in the bid package at the time of bid opening.



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

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 (Form 25D-09DNR)**
 - b. **Bid Schedule**
 - c. **Bid Attachments (as applicable)**
 - d. **Addenda Acknowledgement (as applicable)**
2. **Bid Bond (Form 25D-14DNR)**

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-16DNR)**

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-5DNR)**

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

1. **Construction Contract (Form 25D-10HDNR)**
2. **Payment Bond (Form 25D-12DNR)**
3. **Performance Bond (Form 25D-13DNR)**
4. **Contractor's Questionnaire (25D-08DNR)**
5. **Certificate of Insurance (from carrier)**
6. **EEO-1 Certification (Form 25A-304DNR)**
7. **Material Origin Certificate (Form 25D-60)**



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

FEDERAL EEO BID CONDITIONS

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

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

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

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

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

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

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

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

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

evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

20. Goal and Timetable

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

ALASKA GOAL AND TIMETABLE FOR WOMEN*

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

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

ALASKA GOALS AND TIMETABLE FOR MINORITY UTILIZATION

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

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

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

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



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

SUBCONTRACTOR LIST

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

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

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

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

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

Or

List all first tier Subcontractors as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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

Signature of Authorized Company Representative

Title

Company Name

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

Date

Phone Number



CONTRACTOR'S QUESTIONNAIRE

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

A. FINANCIAL

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

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

B. EQUIPMENT

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

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 project?
 No Yes If YES, describe type, quantity, and approximate cost:

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

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

C. EXPERIENCE

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

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

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

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

Name of Contractor Name and Title of Person Signing

Signature Date



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID FORM

for

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

by

Company Name

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

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

In compliance with your Invitation to Bid dated November 7, 2024, 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 Yakutat, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 1 sheets, which is made a part of this Bid.

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

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of 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 June 30, 2025, unless extended in writing by the Contracting Officer.

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

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NON-COLLUSION DECLARATION

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

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

Signature of Authorized Company Representative

Typed Name and Title

() _____
Phone Number

() _____
Fax Number

Email Address



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID SCHEDULE

Project Name: LOWER SITUK LANDING SANITARY IMPROVEMENTS

Project Number: 91007-1

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.

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 *****					
202.0004.0000	Removal of Vaulted Toilet	L.S.	All Req'd	\$ [Lump Sum]	\$
640.0001.0000	Mobilization and Demobilization	L.S.	All Req'd	\$ [Lump Sum]	\$
641.0001.0000	Erosion, Sediment and Pollution Control Administration	L.S.	All Req'd	\$ [Lump Sum]	\$
641.0002.0000	Temporary Erosion, Sediment, and Pollution Control	C.S.	All Req'd	\$ 1,000.00	\$ 1,000.00
641.0006.0000	ESCP Price Adjustment	C.S.	All Req'd	\$ 0.00	\$ 0.00
643.0002.0000	Traffic Maintenance	L.S.	All Req'd	\$ [Lump Sum]	\$
647.0006.0000	Hydraulic Excavator, 1 C.Y., 100HP, Min.	Hour	5	\$	\$
654.2025.0000	Single Concrete Vaulted Toilet	L.S.	All Req'd	\$ [Lump Sum]	\$
TOTAL BASIC BID					\$

No: _____ Expires _____
Alaska Business License

No: _____ Expires _____
Alaska Contractor's License

BID SCHEDULE
LOWER SITUK LANDING
SANITARY IMPROVEMENTS
Project Number 91007-1

Name of Bidding Firm _____



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

CONSTRUCTION CONTRACT

LOWER SITUK LANDING SANITARY IMPROVEMENTS, NO. 91007-1

Project Name and Number

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

Company Name

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

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

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

_____ Dollars (\$ _____), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such. *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full. *The Alaska Standard Specifications for Highway Construction* can be downloaded at <http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml>.

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

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **June 30, 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 **[See Section 108-1.07]** dollars (\$**[See Section 108-1.07]**) 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 \$ [CONTRACT AMOUNT] Payment Bond, and \$ [CONTRACT AMOUNT] Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES**

Signature of Contracting Officer

Typed Name

Date



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PAYMENT BOND

Bond No. _____

For

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Natural Resources Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

PERFORMANCE BOND

Bond No. _____

For

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Natural Resources Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

BID BOND

For

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

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

SURETY(IES) (Name and business address):

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

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

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

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

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

PRINCIPAL

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

Corporate Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

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

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

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

INSTRUCTIONS

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

Form 25D-60 Instructions:

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



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

EEO-1 CERTIFICATION
Federal-Aid Contracts

LOWER SITUK LANDING SANITARY IMPROVEMENTS, PROJECT NO. 91007-1

Project Name and Number

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

PLEASE CHECK APPROPRIATE BOXES

The Bidder Proposed Subcontractor hereby CERTIFIES:

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

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

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

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

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

Telephone number: (757) 461-1213

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

NO YES

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

PART C

Signature of Authorized Company Representative	Title
Company Name	Company Address (Street or PO Box, City, State, Zip)
Date	() Phone Number

SPECIAL PROVISIONS

to the

STATE OF ALASKA

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

LOWER SITUK LANDING

SANITARY IMPROVEMENTS

PROJECT NUMBER 91007-1

**SECTION 101
DEFINITIONS AND TERMS**

101-1.03 DEFINITIONS.

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

ROADWAY. Replace with the following: The portion of a highway or facility including shoulders within the limits of construction. (03/01/24)PARKS-Special Provision

**SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS**

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

SECTION 105 CONTROL OF WORK

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

(01/01/01)PARKS-Special Provision

Add the following Subsection 105-1.011 Related Sections:

105-1.011 RELATED SECTIONS.

Section 651, Control of Work – Supplemental Requirements

CR105.5-012816R1

105-1.13 MAINTENANCE DURING CONSTRUCTION.

Replace the first sentence of the first paragraph with the following: The Contractor shall maintain the entire area located within the project limits from the date construction begins until the Contractor receives a letter of substantial completion.

(03/09/17) PARKS-Special Provision

105-1.15 PROJECT COMPLETION.

Replace the 1st sentence in the 3rd paragraph with the following:

When all physical work and cleanup provided for under the Contract is found to be complete, except for work specified for Period of Establishment, the Engineer will issue a letter of project completion.

CR105.6-23.0601

**SECTION 106
CONTROL OF MATERIALS**

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

Add the following:

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, including any future amendments thereto that are applicable to the project.

By submitting a bid or by execution of the contract, the Contractor certifies that it has not entered into a contract nor extended or renewed a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor further certifies that it has complied with the requirements of 2 CFR 200.216 and that it will continue to do so throughout the term of the Contract.

HSM20.20-21.1231

Replace the BUY AMERICA PROVISION with the following:

BUY AMERICA PROVISION. On projects using federal funds the Contractor shall ensure all iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States as required by 2 CFR Part 184 Buy America Preferences for Infrastructure Projects and 23 CFR §635.410, Buy America requirements. The Contractor shall submit a completed Non-Domestic Minimal Use and De Minimis Register, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Form 25D-60, the Contractor shall submit an updated Form 25D-60.

SPECIAL PROVISIONS
LOWER SITUK LANDING
SANITARY IMPROVEMENTS
Project No. 91007-1

The Contractor shall submit a certificate of compliance according to Subsection 106-1.05 for each item listed on the Material Certification List. The Engineer may authorize the use of materials based on a certificate of compliance and Form 25D-62 Certificate of Buy America Act Compliance. Materials incorporated into the project on the basis of a certificate of compliance may be tested at any time, whether in place or not, and if they do not conform to Contract specifications, they may be rejected and ordered removed under the Subsection 105-1.11.

Manufactured products that are not predominantly steel or iron, or a combination of both, or construction materials are not subject to Buy America provisions. Declare manufactured products on Form 25D-62 regardless of their exemption.

Non-domestic products in excess of the minimal use and/or the de minimis amounts shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and debarment.

The supplier certifying Form 25D-62 may be the manufacturer, fabricator, vendor, or supplier; provided they have sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with 23 CFR §635.410 and 2 CFR Part 184. The Prime Contractor shall also certify Form 25D-62. Provide additional certifications and backup documentation to signed Form 25D-62 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.

The United States, Mexico, Canada Agreement (USMCA) does not apply to the Buy America requirement.

Buy America does not apply to construction materials, steel products, and iron products, brought temporarily 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. Buy America does not apply to iron ore, pig iron, and processed, pelletized and reduced iron ore.

The following materials are exempt from Build America, Buy America requirements per Section 70917(c) of P. L. 117-58:

1. cement and cementitious materials
2. aggregates such as stone, sand, or gravel
3. aggregate binding agents or additives

De Minimis amount:

Small amounts of non-domestic construction materials, are allowed provided the total value of the non-domestic products is no more than the lesser of \$1,000,000 or 5% of total material costs for the project including freight to the project location.

The total material costs of the project include (Form 25D-60):

1. Predominantly Iron and Steel products
2. Construction Materials
3. Manufactured Products

Do not include the cost of materials exempted per Section 70917(c) of P. L. 117-58, earth materials, processed aggregates, asphalt, concrete, fuel, lubricant, equipment repair parts, etc. in the total material costs of the project.

PREDOMINANTLY STEEL OR IRON PRODUCTS. Products and materials where the cost of the iron and steel, or a combination of both, exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product, or a good faith estimate of the cost of iron or steel components.

To be classified as domestic, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Iron and Steel minimal use:

All predominately steel and iron, or a combination of both, products incorporated into the work, shall be manufactured in the United States except that minor amounts of steel 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 shipping.

CONSTRUCTION MATERIALS. The following list contains the categories of construction materials, and the requirements for domestic origin. Construction materials are an article, material, or supply that is:

1. **Non-ferrous metals.** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. **Plastic and Polymer-based products.** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. **Glass.** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. **Fiber Optic Cable.** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States.

States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

5. **Optical Fiber.** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. **Lumber.** All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. **Drywall.** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. **Engineered Wood.** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

If one construction material contains as inputs other construction materials, it remains classified as a construction material for the purposes of this section. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

MANUFACTURED PRODUCTS. Articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

If an item is classified as an iron or steel product, a construction material, or an exempted material per Section 70917(c) of P. L. 117-58 then it is not a manufactured product. An article, material, or supply classified as a manufactured product may include components that are construction materials, iron or steel products, or an exempted material per Section 70917(c) of P. L. 117-58

HSP20.7A-23.1114

106-1.02 MATERIAL SOURCES.

Add the following under 5. Rights, Permits and Plan Approvals for Material Sources.

- c. Provide proof to the Engineer that all material sources associated with this project have been surveyed for historical and cultural resources by a qualified surveyor and approved by the Alaska Office of History and Archaeology (OHA) or State Historic Preservation Officer (SHPO).

(01/29/21)PARKS-Special Provision

SPECIAL PROVISIONS
LOWER SITUK LANDING
SANITARY IMPROVEMENTS
Project No. 91007-1

Replace Subsection 106-1.05 with the following:

106-1.05 CERTIFICATES OF COMPLIANCE. A certificate of compliance must meet one of the following:

1. If by manufacturer's certification, the certificate must include the project name and number, the signature of the manufacturer, and must include information that clearly demonstrates the material or assembly complies with all Contract requirements except for domestic preference.
2. If by Contractor's summary sheet, the summary sheet must include the project name and number, the signature of the contractor, and must include attached documentation that clearly demonstrates the material or assembly fully complies with all Contract requirements except for domestic preference.

Electronic submittals that are submitted by email from the Contractor's email account are considered signed by the Contractor.

The Contractor shall submit additional certificates of compliance or test data if required by the Contract or by the Engineer. The Engineer may refuse permission to incorporate materials or products into the project based on a certificate of compliance that does not meet the Contract requirements.

HSP20.7A-23.1114

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.02 PERMITS, LICENSES, AND TAXES.

The Department will: Add No. 3:

3. See Appendix A for all Department-secured permits.

(03/01/24)PARKS-Special Provision

The Contractor shall:

Replace No. 1. with the following:

1. Acquire all permits and licenses required to complete the project that are not acquired by the Department.

CR107.2-070121

Add No. 10:

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

CR107.5-120117R

107-1.07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES.

Replace the 1st sentence including numbers 1, 2, and 3, with:

When operation encounters historic or prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, (shell heaps, land or sea mammal bones or tusks, or other items of historical significance), cease operations immediately and notify the Engineer.

CR107.3-051517

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Add the following:

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

CR107.3-051517

Add the following:

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

Maintain a Primary Zone of minimum 330-feet as an undisturbed habitat buffer around nesting eagles. If topography or vegetation does not provide an adequate screen or separation, extend the buffer to 1320-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 2640-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.

CR107.1-100118

**SECTION 108
PROSECUTION AND PROGRESS**

108-1.01 SUBCONTRACTING OF CONTRACT.

In item 1g. replace AS 45.45.101(a) with AS 45.45.010(a).

In item 2f. replace AS 45.45.101(a) with AS 45.45.010(a).

HSM20.41-010122

Replace Subsection 108-1.01 1h. with the following:

1h. Other required items listed in Form 25D-042 are included in the subcontracts;

Replace Subsection 108-1.01 2g. with the following:

2g. Other required items listed in Form 25D-042, are included in the lower tier subcontracts;

CR108.4-010120

Add the following Subsection 108-1.011 Related Sections:

108-1.011 RELATED SECTIONS.

Section 652, Prosecution and Progress – Supplemental Requirements

CR108.3-012816R

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. 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 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.

(03/01/24)PARKS-Special Provision

108-1.07 FAILURE TO COMPLETE ON TIME.

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LOWER SITUK LANDING
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Replace Table 108-1 with the following:

**Table 108-1
DAILY CHARGE FOR LIQUIDATED DAMAGES
FOR EACH CALENDAR DAY OF DELAY**

Original Contract Amount		Daily Charge
From More Than	To and Including	
\$ 0	500,000	\$1,400
500,000	1,000,000	1,700
1,000,000	5,000,000	2,600
5,000,000	10,000,000	3,800
10,000,000	25,000,000	4,500
25,000,000	-----	6,600

HSM20.43-070122

**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.

CR109.4-010120

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, Item a. 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 – South Region.

Provide a printed copy of the current EquipmentWatch rate sheet for each piece of equipment utilized on time and materials work.

CR109.2-110118

109-1.08 FINAL PAYMENT. Add the following after the fifth paragraph:

On federally funded projects, if DOLWD 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.

HSM20.3-113020R

**SECTION 120
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

Delete Section 120 Disadvantaged Business Enterprise (DBE) Program:

CR120.1-030117

120-1.01 DESCRIPTION.

In the first sentence of the second paragraph, replace "8.83 percent" with "8.28 percent".

120-3.01 DETERMINATION OF COMPLIANCE. Replace 2a. with the following:

2a. Written DBE Commitment. Complete Form 25A-326 for each DBE to be used on the project.

HSM20.21-123121

SECTION 201 CLEARING AND GRUBBING

201-3.01 GENERAL.

Add the following:

Timber for Public Removal. Cut timber, with a 5 inch diameter or larger at breast height, into 8 foot lengths, de-limbed, and stacked to a height no greater than 6 feet. Place the stacks at locations shown in the Plans, included in Specifications or at other locations approved by the Engineer. Make locations adjacent to the nearest turnout, side street, or other approved site that does not create a traffic hazard due to lack of adequate parking for the public. Access to the site(s) shall be maintained and controlled by flaggers, in accordance with Subsection 643-3.04. The Contractor shall provide and maintain a separate firewood telephone hotline that details when and where the wood is available to the public. Special Construction signs, in accordance with Subsection 643-2.01, shall be used to advertise the firewood telephone hotline. Provide two weeks for the public to access each area of the project where timber is made available. Dispose of the timber left by the public after the two week time period.

Mechanical loading by the public is not permitted.

CR201.2-010114

Add the following:

Perform the work necessary to preserve and/or restore land monuments and property corners from damage. Restore land monuments and/or property corners that are disturbed according to Section 642. An undisturbed area five feet in diameter may be left around existing monuments and property corners. A list of land monuments and property corners is shown on the Right of Way maps.

CR201.3-042313

Add the following:

Clearing and grubbing is not permitted within the migratory bird window of April 15 to July 15; except as permitted by Federal, State and local laws when approved by the Engineer.

CR201.1-010114

201-3.03 GRUBBING. Add the following: The Contractor has the option to screen organic soil obtained from grubbing to meet the gradation for topsoil as specified under Section 726, or as approved by the Engineer. The screened material may be used for topsoil onsite.

(05/02/11)PARKS-Special Provision

201-5.01 BASIS OF PAYMENT.

Add the following:

The work required to cut, de-limb, and stack timber for public removal is subsidiary to 201 Pay Items.

CR201.2-010114

Add the following:

The work required to preserve and restore land monuments and property corners is subsidiary to 201 Pay Items.

CR201.3-042313

Add the following:

Work for Clearing and Grubbing will be considered subsidiary to the Item 654.2025.0000 Single Concrete Vaulted Toilet.

Material not incorporated into the project and is disposed of offsite shall be subsidiary to clearing and grubbing items.

(05/06/11)PARKS-Special Provision

**SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

202-1.01 DESCRIPTION. Replace the first sentence with the following: This work shall consist of, but not be limited to, the removal of the existing Romtec Vaulted Toilet and concrete pad and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the contract.

(10/10/24)PARKS-Special Provision

Add the following Subsection 202-3.06 Salvage and Disposal of Construction and Demolition Materials:

202-3.06 SALVAGE AND DISPOSAL OF CONSTRUCTION AND DEMOLITION MATERIALS. Unless otherwise noted, remove, handle, salvage, transport, store, and dispose waste materials according to the Occupational, Safety, and Health Administration (OSHA), Environmental Protection Agency (EPA), Alaska Department of Environmental Conservation (ADEC), and other Federal, State and local government agency's statutes, rules and regulations.

Use disposal sites outside the project limits unless directed otherwise, in writing, by the Engineer. Obtain written consent from the private or public property owner for such disposal and a waiver of all claims against the State for any damage to such land which may result, together with all permits required by law for such disposal. Furnish a copy of such permission, waiver of claims, and permits to the Engineer before commencing work. Grade disposal areas to drain.

CR202.1-040120

Add the following Subsection:

202-3.07 REMOVAL OF TOILET. Work shall consist of pumping out toilet vault or pit and removing the building structure, toilet vault, concrete pad, and all debris associated with the toilet. The hole vacated by the vault or pit shall be treated with 100 pounds of lime and backfilled with compacted Selected Material, Type A. The top 6 inches of backfill shall be similar to surrounding materials.

202-5.01 BASIS OF PAYMENT.

Add the following:

PAY ITEM		
Item Number	Item Description	Unit
202.0004.0000	Removal of Vaulted Toilet	Lump Sum

CR202.8-20.0401R

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**SECTION 203
EXCAVATION AND EMBANKMENT**

203-3.04 COMPACTION WITH MOISTURE AND DENSITY CONTROL.

In the second paragraph delete "and ATM 214".

HSM20.5-113020R

**SECTION 301
AGGREGATE BASE AND SURFACE COURSE**

301-2.01 MATERIALS.

Add the following after the first sentence:

Recycled Asphalt Material (RAM) may be substituted for aggregate base course, inch for inch, if the following conditions are met:

1. RAM shall be crushed or processed to 100 percent by weight passing the 1.5 inch sieve and 95-100 percent by weight passing the 1 inch sieve.
2. The gradation of the extracted aggregate shall meet the following:

Sieve	Percent Passing by Weight
1 inch	100
3/4 inch	70 – 100
3/8 inch	42 – 90
No. 4	28 – 78
No. 16	11 – 54
No. 50	5 – 34
No. 100	3 - 22
No. 200	2 – 12

3. The asphalt content shall be 2.5 – 5.0 percent by weight of the RAM.

CR301.1-012407R

301-3.03 SHAPING AND COMPACTION.

In the second paragraph delete "and ATM 214".

HSM20.5-113020R

Add the following:

If recycled asphalt material is substituted for aggregate base course, the following conditions shall be met:

1. Density acceptance will be determined by control strip method ATM 412. Use a test strip with a vibratory compactor with a minimum dynamic force of 40,000 pounds. The

optimum density will be determined by the Engineer using a nuclear densometer gauge to monitor the test strip. Adequate water shall be added to aid compaction.

2. After the appropriate coverage with the vibratory compactor, a minimum of 6 passes with a pneumatic tire roller shall be completed. Tires shall be inflated to 80 psi (\pm 5 psi) and the roller shall have a minimum operating weight per tire of 3,000 pounds.

301-5.01 BASIS OF PAYMENT.

Add the following:

Aggregate Base Course, Grading D1 or Recycled asphalt material substituted for aggregate base course will be considered subsidiary to Item 654.2025.0000 Single Concrete Vaulted Toilet.

CR301.1-012407R

Replace Section 641 with the following:

**SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reference the SPCC Plan in the HMCP and ESCP.

641-2.04 MATERIALS. Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments according to the requirements of the CGP and the Specifications.

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

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

1. Starting Construction.

- Do not begin Construction Activity until authorized by the Engineer
Post notices on the outside wall of the project office, and at publicly accessible locations near the beginning and end of the Project. Protect postings from the weather and locate so the public can read them without obstructing construction activities (for example, at an existing pullout). Include the following information in each of the postings:
 - Name and phone number of Contractor
Keep the updated ESCP, HMCP and SPCC at the on-site project office. If there isn't an on-site project office, keep the information at a location suitable to the Engineer.

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

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

2. During Construction.

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

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

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

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

3. Maintenance of BMPs.

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

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

4. Stabilization.

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

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

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

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

Temporary or Permanent Seeding.

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

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

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

Stream By Pass.

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

Install temporary and permanent stabilization:

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

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

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

641-3.02 FAILURE TO PERFORM WORK. The Project Engineer has authority to suspend work and withhold monies, for an incident that may endanger health or the environment. If the suspension is to protect workers, the public, or the environment from imminent harm, the Project Engineer may orally order the suspension of work. Following an oral order of suspension, the Project Engineer will promptly give written notice of suspension. In other circumstances, the Project Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the

defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions.

1. If the Contractor fails to take the corrective action within the specified time, the Project Engineer may:
 - a. Suspend the work until corrective action is completed;
 - b. Withhold monies due the Contractor until corrective action is completed;
 - c. Assess damages or equitable adjustments against the Contract Amount; and
 - d. Employ others to perform the corrective action and deduct the cost from the Contract amount.

2. Reasons for the Project Engineer to take action under this section include, but are not limited to, the Contractor's failure to:
 - a. Obtain appropriate permits before Construction Activities occur;
 - b. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the ESCP and applicable local, state, and federal requirements;
 - c. Perform duties according to the requirements of this Section 641; or
 - d. Meet requirements of permits, laws, and regulations related to erosion, sediment, or pollution control.

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

641-4.01 METHOD OF MEASUREMENT. Section 109.

641-5.01 BASIS OF PAYMENT. See Subsection 641-3.02 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 641.0006.0000 ESCP Price Adjustment, as follows:

1. Fines and Penalties: A Price adjustment equal to any penalties and fines levied against the Department by local, state, or federal agencies for pollutant violations, including violations of the CWA, except when due to Department negligence. An amount equal to the anticipated penalties and fines for the violation or violations, excluding any due to negligence by the Department, will be withheld until the actual cost of the penalties and fines is known. Anticipated penalties and fines will be determined by the Project Engineer. The Contractor is also responsible for the payment of penalties and fines levied against the Contractor.

2. Failure to perform Corrective Action. By each 24 hour period following 24 hours after written notice by the Project Engineer, per occurrence, a price adjustment of \$750 will be assessed where the Contractor:

- fails to initiate corrective action to respond to a deficiency noted by the Project Engineer.

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

Item 641.0001.0000 Erosion, Sediment and Pollution Control Administration. At the Contract lump sum price for administration of all work under this Section. Includes, but is not limited to, ESCP and HMCP and SPCC Plan preparation and agency fees.

Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Pay Item 641.0001.0000 Erosion, Sediment and Pollution Control Administration.

Item 641.0002.0000 Temporary Erosion, Sediment and Pollution Control. At the contingent sum prices specified for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of approved temporary erosion, sedimentation, and pollution control BMPs required to implement the ESCP and SPCC Plan.

Item 641.0006.0000 ESCP Price Adjustment. Withholding according to Section 641-3.02, 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 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 penalties and fines, assessed according to Section 641, are paid to the Department; and all requirements, according to Subsection 103-1.05, are satisfied.

Subsidiary Items. Temporary erosion, sediment, and pollution control measures that are required outside the Project Area are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641.0001.0000 Erosion, Sediment and Pollution Control Administration.

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

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

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

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

Payment will be made under:

PAY ITEM

Item Number	Item Description	Unit
641.0001.0000	Erosion, Sediment and Pollution Control Administration	Lump Sum
641.0002.0000	Temporary Erosion, Sediment and Pollution Control	Contingent Sum
641.2006.0000	ESCP Price Adjustment	Contingent Sum

(03/01/24)PARKS-Special Provision

Replace Section 643 with the following:

SECTION 643 TRAFFIC MAINTENANCE

643-1.01 DESCRIPTION. Protect and control traffic during the contract. Furnish, erect, maintain, replace, clean, move and remove the traffic control devices required to ensure the safety of the facility users and general public. Perform all administrative responsibilities necessary to implement the work.

643-1.02 DEFINITIONS.

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

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

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

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

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

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

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

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

1. Signs. Use signs, including sign supports, that conform to Section 615, the ATM, and ASDS.

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

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

Access to the Lower Situk Landing must be maintained for facility users and staff. Contractor to submit TCP for areas to be used as Staging and equipment.

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

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

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

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

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

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

643-4.01 METHOD OF MEASUREMENT. Item 643.0002.0000 Traffic Maintenance is a lump sum item and will not be measured directly for payment. The approved schedule of values and Engineer's approval shall constitute method of measurement.

643-5.01 BASIS OF PAYMENT. Item 643.0002.0000 Traffic Maintenance will be paid for at the contract lump sum price. Payment shall be full compensation for all the labor, equipment, material, and incidentals necessary to complete the work under this Section.

Payment will be made under:

PAY ITEM

Item Number	Item Description	Unit
643.0002.0000	Traffic Maintenance	Lump Sum

(03/01/24)PARKS-Special Provision

**SECTION 646
CPM SCHEDULING**

Replace Subsection 646-2.01 with the following:

646-2.01 SUBMITTAL OF SCHEDULE.

Submit a detailed initial CPM Schedule at the preconstruction conference for the Engineer's acceptance as set forth below.

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

646-3.01 REQUIREMENTS AND USE OF SCHEDULE.

Replace the first sentence of No. 2 Schedule Updates. with the following:

Hold job site progress meetings with the Engineer for the purpose of updating the CPM Schedule. Meet with the Engineer monthly or as deemed necessary by the Engineer.

CR646.1-23.0501

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, but not limited to, 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, the Contractor shall 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 operation of equipment shall be by skilled, experienced operators familiar with the equipment.

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 at any time 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.

The Contractor shall furnish equipment, tools, labor, and materials in the kinds, number, and at times directed by the Engineer and shall begin, continue, and stop any of 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, 6 days per week, Mondays through Saturdays, except holidays.

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. Section 109.

Hourly Rental Rate: Includes the equipment rate plus the operating costs including: furnishing, travel time, operating, maintaining/servicing and repairing the equipment along with the costs incidental to the equipment and its' operation.

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.

Furnishing and operating equipment that is heavier, has larger capacity, or greater power than specified will not entitle the Contractor to extra compensation.

PAY ITEM

Item Number	Item Description	Unit
647.0006.0000	Hydraulic Excavator, 1 C.Y., 100HP, Min.	Hour

CR647-110316R

Add the following Section:

**SECTION 654
VAULTED TOILET**

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

Concrete Vaulted Toilet shall be the following or approved equivalent:

Manufacturer: CXT Precast Products

Style: Single Vault Rocky Mountain (Right Hand Model)

Roof Texture & Color: Simulated Cedar Shakes in Granite Rock

Exterior Wall Texture & Color: Horizontal Lap with Simulated Stone in Sand Beige

Other: - Marine Package

- 654-2.05 Signs shall comply
- Deadbolt shall be Schlage Model B660P
- Exterior Doors and Trim shall be brown in color.
- Doors shall have Privacy Latch ADA Handle.
- Supply padlocks for each toilet paper roll and manhole cover, complying with 654-2.06.

The Contractor shall obtain the necessary City and/or Borough permits for the construction and installation of the concrete toilet.

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

654-1.02 CODES AND STANDARDS.

1. ACI 211.1 - Standard Practice for selecting Proportions for Normal, Heavyweight and Mass Concrete.
2. ADA - Americans with Disabilities Act
3. ASTM C 33 - Specification for Concrete Aggregates
4. ASTM C 39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens
5. WAQTC FOP for AASHTO T119 - Test Method for Slump of Hydraulic Cement Concrete
6. ASTM C 150 - Specification for Portland Cement
7. ASTM C 192 - Method of Making and Curing Test Specimens in the Laboratory
8. PCI MINL 116 - Quality Control for Plants and Production of Precast Prestressed Concrete Products

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

Units shall also meet 120mph wind loading, 250 lbs/sq.ft. snow loading and seismic zone 4 earthquake requirements in accordance with the current version of the IBC.

The Contractor shall obtain the necessary City and/or Borough permits for the construction and installation of the concrete toilet.

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

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

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

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

Quality Control:

Test Reports: Submit concrete test results.

Contract Closeout:

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

Warranty:

1. Submit Manufacturer's warranty against leakage from the vault for 7 years.
2. Submit Manufacturer's warranty against materials and labor on the building for 1 year.

654-1.05 QUALITY ASSURANCE.

Manufacturer Qualifications:

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

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Regulatory Requirements: Conform to ADA for accessibility requirements.

654-1.06 DELIVERY, STORAGE, AND HANDLING.

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

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

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

MATERIALS

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

654-2.02 MANUFACTURERS.

Toilets and Vaults: CXT Incorporated, Precast Products Division, 606 N. Pines Road, Suite 202; Spokane Valley, WA. 99206. Phone: (800) 696-5766 and Fax: (509) 928-8270 or approved equal.

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

Hardware:

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

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

Accessories:

Toilet Risers:	Romtec, Inc., Roseburg, Oregon or approved equal
Grab Bars:	ASI, Bobrick, Mckinney/Parker, Seachrome
Toilet Paper Dispenser:	Romtec, Inc., Aslin or approved equal
Double Coat Hook:	TSM, ASI, Bobrick, Ives
Signs:	Screen Tek, Inc.; Letters Unlimited or approved equal

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

Toilets: Single vault toilets shall be "Single Rocky Mountain" by CXT Precast Products or approved equal meeting these specifications. Vaults shall be accessible. Texture shall "horizontal lap with simulated stone" on walls and "cedar shake" texture on roof as produced by CXT Precast Products or approved equal. Provide colors for board, stone, and roof.

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

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

Concrete - General: The concrete mix design shall be designed to ACI 211.1 to produce concrete of good workability.

Concrete shall contain a minimum of 610 pounds of cement per cubic yard. Cement shall be a low alkali type I or III conforming to ASTM C150. Coarse aggregates used in the concrete mix design shall conform to ASTM C33 with the designated size of coarse aggregate #67. Minimum water/cement ratio shall not exceed 0.45. Slump shall not exceed 4 inches.

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

Colored Concrete: The following items shall contain colored concrete:

Toilet building roof panels; Building walls; Screen panels

Color additives will conform to ASTM C979.

The same brand and type of color additive shall be used throughout the manufacturing process. All ingredients shall be weighed and the mixing operation shall be adequate to ensure uniform dispersion of the color. Wall panel color and roof color shall be Sand Beige and Granite Rock, respectively, as identified by CXT Precast Products, Inc. or approved equivalent.

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

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

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

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

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

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

Sealers and Curing Compounds: Curing compounds, if used, shall be colorless. Weather-proofing sealer for exterior of building shall be a clear water repellent penetrating sealer.

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

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

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

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

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

Steel Doors and Frames: Doors shall be 3 feet x 6 feet 8 inches, flush panel type, 1-3/4 inches thick, minimum 18 gauge prime-coated steel panels, minimum 12 gauge internal bracing channels, 14 gauge edge reinforcement, rigid foam plastic core, SDI grade II, model 2. Hinge reinforcement shall be 10 gauge minimum.

Door frames shall be welded type, single rabbet, minimum 16 gauge prime-coated steel, width to suit wall thickness, SDI grade II. Hinge reinforcement shall be 10 gauge minimum.

Doors and door frames shall be reinforced to accept butts, deadlock and strike.

Doors and frames shall be factory treated with a three stage iron phosphate and given one shop coat of synthetic resin, rust-inhibitive alkyd enamel primer.

Hardware: finish shall be BHMA 630 (Satin Stainless Steel)/US32D.

Hinges (Butts): Three per door. Hinges shall be ANSI 156.1, BHMA 5112, full mortise, ball bearing design with a stainless steel non-removable pin, stainless steel, 4-1/2 inches x 4-1/2 inches.

Strikes: Mortise ANSI strikes with strike boxes.

Handle: Mortise Latch w/ Thumbturn and Indicator.

Deadbolt: Heavy duty single cylinder deadbolt with 2-3/4 inch backset, ANSI 156.5 Grade 1, US26D, U.L. Listed. Deadbolt shall be Schlage Model B660P or approved equal. Deadbolt shall be keyed to accept Schlage Series C, No. 56349. Provide two keys per deadbolt.

Trim: Series 1000, Grade 2.

Closers: shall be ANSI 156.4, BHMA C02022, Grade 1, similar to LCN 4041 (5 lb. closing force), heavy duty parallel arm, Cush mount, metal cover or approved equal accepted by

the Contracting Officer. Closers shall be equipped with extreme temperature fluid and capable of adjustments for latches, closing speed and back check intensity. Closers shall have a corrosion protective coating on all metal surfaces.

Door Stop: Door stop shall be ANSI 156.16, BHMA LO2252, cast brass; rubber, 1-3/4 inch diameter bumper, convex pad, 1 inch projection, base thickness of 1/8 inch.

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

Door Silencers: Door silencers shall be BHMA LO3011. Three (3) rubber door silencers shall be provided on latch side of frame.

Door Sweep: Provide door sweep at the bottom of door. Polypropylene pile, adjustable brush type, 1/4 inch x 1-1/2 inches, Pemko 18062 CP or approved equal.

Wall Louvers: Louvers shall be 12 inches x 12 inches, fixed, inverted split Y, non-vision, 18 gauge cold rolled steel with a factory prime coat equal to FDLS series. One in each restroom.

Windows and Frames: Window frames shall be constructed from steel. Window glazing shall be 1/4 inch thick translucent LEXAN polycarbonate with a pebble finish.

Vault Cleanout Covers: Plate for vault cleanout cover shall be 1/4 inch thick, diamond plate steel. Lid shall be hinged and configured so that it can be locked with a padlock. Provide a neoprene gasket around the entire perimeter of lid for an airtight seal.

Paint: All paints and materials shall conform to all Federal specifications. Paints shall not contain more than .06 percent by weight of lead. Color shall be as selected from manufacturer's standard palette by the Engineer.

Types of paints for toilets:

Interior Stain - "Canyon Tone Stain" by United Coatings or approved equal. Stain shall be single-component, water-based, and quick setting. Color shall be white. Inside stain shall be sealed with "Monocryl 50" clear acrylic semi-gloss, water-repellent sealer by United Coatings or approved equal.

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

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

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

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

Exterior slab shall be clear sealer

654-2.04 ACCESSORIES:

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

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

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

Double Coat Hook: Coat hooks shall be constructed of stainless steel and have tamper-proof mounting screws.

Vent Riser: Shall be 12 inch I.D., unpainted, black, polyethylene vent pipe.

654-2.05 SIGNS.

1. General

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

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

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

Character Color:	White
Background Color:	Brown
Sign Material:	Reflective sheeting shall be Type II (medium intensity)
Character Thickness:	1/32 inch
Height:	12 inch x 8 inch
Edges:	Square
Character Font:	Helvetica
Character Case:	Upper and lower
Braille:	Grade II
Text:	See Below



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

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

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

654-2.07 BEDDING. Bedding material for the concrete vaulted toilet shall be aggregate base course, grading D-1, and shall meet all the requirements of Section 301.

FABRICATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

654-3.12 FINISH GRADING. Final grade shall be flush with the top of the front slab. Grade backfill away from the structure at maximum slope of five percent unless otherwise approved by the Engineer. Use Aggregate Base Course Grading D-1 on top of all fill slopes. Aggregate Base Course Grading D1 to be compacted per Section 301.

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

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

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

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

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

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

654-4.01 METHOD OF MEASUREMENT. 654.2025.0000 Single Concrete Vaulted Toilet is a lump sum item and will not be measured directly for payment. All survey work,

excavation, embankment, and leveling course required for Concrete Vaulted Toilet construction are considered subsidiary to this item and will not be measured separately for payment. All other backfill material, and grading materials needed to fill around the concrete toilet are considered subsidiary. Any clearing and grubbing needed will also be considered subsidiary.

Work required in preparing and acquiring the necessary City and Borough permits for the construction and installation of the concrete vaulted toilet and paying the applicable fees will be considered subsidiary to Concrete Vaulted Toilet.

654-5.01 BASIS OF PAYMENT. 654.2025.0000 Single Concrete Vaulted will be paid for at the contract lump sum price. Payment shall be full compensation for all the labor, equipment, material, and incidentals necessary to complete the work under this section.

Payment will be made under:

PAY ITEM

Item Number	Item Description	Unit
654.2025.0000	Single Concrete Vaulted Toilet	Lump Sum

(03/01/24)PARKS-Special Provision

**SECTION 703
AGGREGATES**

703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE.

In Table 703-1 replace the line for Degradation Value with the following:

**TABLE 703-1
AGGREGATE QUALITY PROPERTIES FOR BASE AND SURFACE COURSE**

PROPERTY	BASE COURSE	SURFACE COURSE	TEST METHOD
Micro-Deval	15%, max.	15%, max.	AASHTO T 327

HSM20.40-050122

703-2.07 SELECTED MATERIAL.

Replace 1. Type A with the following:

1. Type A. Aggregate containing no muck, frozen material, roots, sod or other deleterious matter and with a plasticity index not greater than 6 as tested by ATM 204 and ATM 205. Meet the following gradation as tested by ATM 304:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
No. 4	20-55%
No. 200	0-6%, determined on the minus 3-inch portion of the sample

CR703.1-050122

703-2.10 POROUS BACKFILL MATERIAL.

Add the following to the end of the paragraph:

Use Gradation A unless otherwise specified.

HSM20.33-123121

Replace Section 727 with the following:

SECTION 727 SOIL STABILIZATION MATERIAL

727-2.00 GENERAL. Free of restricted and prohibited noxious weeds (11 AAC 34), seeds, chemical printing ink, germination and growth inhibitors, herbicide residue, chlorine bleach, (except where specified: rock, metal, plastics) and other deleterious materials and not harmful to plants, animals and aquatic life. Wood cellulose "paper" fiber, wood chips, sawdust, and hay are not permitted as stand-alone stabilization materials.

727-2.01 MULCH. Flexible blanket/covering, temporary degradable (bio/photo) form of erosion control. Use one of the following:

Dry Erosion Control, Stabilization Products. Hand applied or spread with mulch blower equipment.

1. **Straw.** Use straw, in an air-dried condition, from oats, wheat, rye, barley, or other approved grain crops that are free from noxious weeds, seeds, mold, or other materials detrimental to plant life. Straw material shall be certified weed-free straw using North American Invasive Species Management Association (NAISMA) Standards. In-lieu of certified weed-free straw provide documentation that the material is steam or heat treated to kill seeds or provide U.S. or state's department of agriculture laboratory test reports, dated within 90 days prior to the date of application showing that there are no viable seeds in the straw.
2. **Shredded Bark Mulch.** Shredded bark and wood with the following characteristics:
 - a. Not containing resin, tannin, or other compounds in quantities harmful to plant life.
 - b. Maximum length of individual pieces is 2 inches with 75% passing through a 1 inch sieve.
 - c. Will form a uniform ground cover/mat, have moisture absorption, retention, and percolation properties, not be susceptible to spreading by wind or rain providing a good growth medium.
 - d. May contain up to 50% shredded wood material.
 - e. Shredded wood material aged 1 year minimum prior to use.

Hydraulic Erosion Control Products (HECPs) Applied hydraulically.

A fiber mulch matrix: biodegradable and composed of wood, straw, coconut and other fibers natural and man-made. When applied, create a continuous, porous, absorbent high water holding, flexible blanket/mat/mulch/covering making intimate contact with, and adhering to sloped soil surface; permitting water infiltration; resists erosion and promotes rapid germination and accelerated plant growth. The fibers may be thermally processed, and cross-linked with a hydro-colloidal or linear anionic tackifier (curing period 24-48 hours) or mechanically-bonded (no curing period). When agitated in slurry tanks with water the fibers will become uniformly suspended, without clumping to form homogeneous slurry.

The HECPs shall be delivered premixed by the manufacturer. The HECP will contain only the materials provided in the sealed containers from the manufacturer. No added components are permitted after the manufacturer seals the product container, before application, during application or otherwise. Submit documentation dated within 3 years of application, from an independent accredited laboratory as approved by the Engineer, showing that the product's testing performance meets the requirements for the slope(s) to be protected on the project, according to the National Transportation Product Evaluation Program (NTPEP), Erosion Control Technology Council (ECTC) and or the Texas DOT/Texas Transportation Institute (TTI) Laboratory.

If the HECP contains cotton or straw provide documentation that the material is certified weed free using NAISMA Standards. In-lieu of certified weed-free straw, provide documentation that the material is steam or heat treated to kill seeds or provide U.S. or state's department of agriculture laboratory test reports, dated within 90 days prior to the date of application showing that there are no viable seeds in the straw.

The HECP shall contain a dye to facilitate placement and inspection of the material.

1. Wood Strand, Fiber.

A blend of angular, loose, long thin wood pieces with a high length to width ratio and that are frayed. Minimum 95% of strands between 2 inches and 10 inches, at least 50% of the length shall have a width thickness between 1/16 and 1/8 inch. No single strand shall have a width or thickness greater than 1/2 inch. Processed wood fiber with the following characteristics:

- a. Will remain in uniform suspension in water under agitation and will blend with grass seed, fertilizer and other additives to form homogeneous slurry.
- b. Will form a blotter-like uniform ground cover on application, have moisture absorption, retention and percolation properties, the ability to cover, and hold grass seed in contact with soil, and not create a hard crust upon drying providing a good growth medium.

2. Dried Peat Moss. Partially decomposed fibrous or cellular stems and leaves of any of several species of Sphagnum mosses with the following characteristics:

- a. Chopped or shredded to allow distribution through normal hydraulic type seeding equipment and capable of being suspended in water to form part of a homogeneous slurry.
- b. Free from woody substances and mineral matter such as sulfur or iron and with a pH value of between 4.0 and 6.5.
- c. Furnished in an air dry condition and containing less than 35% moisture by weight. Have a water holding capacity of not less than 800% by weight on an oven dry basis.

3. Fiber Matrix (FM) Mulch - Types.

- a. Stabilized Mulch Matrices (SMMs)
- b. Bonded Fiber Matrices (BFMs)
- c. Mechanical Bonded Fiber Matrix (MBFM)
- d. Polymer Stabilized Fiber Matrix (PSFM)

- e. Fiber Reinforced Matrices (FRMs)
 - Flexible Growth Medium (FGM)
 - Extended-Term Flexible Growth Medium (ET-FGM)

727-2.02 MATTING. Fiber mulches, mulch matrices, nets and turf reinforcement mats manufactured from wood fibers, straw, jute, coir, polyolefins, PVC, nylon and others creating dimensionally stable nets, meshes, geotextiles and blankets; creating a continuous, porous, absorbent, flexible blanket/mat/mulch/covering making intimate contact with and adhering to sloped soil surface, resisting erosion and promoting rapid germination and accelerated plant growth.

Rolled Erosion Control Products (RECPs) (Temporary Degradable and Permanent Erosion Control)

Use RECPs that bear the Quality and Date Oversight and Review (QDOR) Seal from the ECTC. Independent test results from the NTPEP, that the mulch, when tested according to ASTM 6459 Standard Test Method for Determination of Rolled Erosion Control Products (RECP), Performance in Protecting Hillslopes from Rainfall-Induced Erosion, meets the performance requirement using the Revised Universal Soil Loss Equation (RUSL).

Functional Longevity.

1. Temporary Degradable.

a. Duration.

1) Short-Term RECPs. (RECPs 3 - 12 months)

$C_{\text{Factor}} = .15$ maximum

Test Soil Type = Sandy Loam

(National Resources Conservation Service (NCRS) Soil Texture Triangle)

2) Moderate (Extended) -Term RECPs. (RECPs 24 months)

$C_{\text{Factor}} = .05$ maximum

Test Soil Type = Sandy Loam (NCRS Soil Texture Triangle)

3) Long-Term RECPs. (RECPs 36 months)

$C_{\text{Factor}} = .01$ maximum

Test Soil Type = Sandy Loam (NCRS Soil Texture Triangle)

b. Product types.

1) Mulch-Control Nets (MCNs). Planar woven natural fiber or extruded geosynthetic mesh used to anchor loose fiber matting/mulches.

2) Erosion Control Blankets (ECBs). Processed natural and/or polymer fibers, yarns or twines mechanically, structurally, or chemically bound together to form a continuous matrix with a minimum weight of 8 oz/yd² and a limiting shear stress of 0.45 lb/ft².

- 3) Netless. Fibers mechanically interlocked and/or chemically adhered together.
- 4) Single-net and Double-net. Fibers mechanically bound together by single or double netting.
- 5) Open Weave Textiles (OWTs). Fibers woven into a continuous matrix.

c. Materials.

- 1) Burlap. Standard weave with a weight of 3.5 to 10 oz/yd².
- 2) Jute Mesh Fabric. Cloth of a uniform, open, plain weave of undyed and unbleached single jute yarn. Use yarn that is loosely twisted and not varying in thickness more than one-half its normal diameter. Furnish jute mesh in rolled strips meeting the following requirements:
 - a) Width: 45 to 48 inches, ± 1 inch
 - b) 78 warp-ends per width of cloth (minimum)
 - c) 41 weft-ends per yard (minimum)
 - d) Weight: 20 ounces per linear yard, $\pm 5\%$
- 3) Woven Paper or Sisal Mesh Netting. Woven from twisted yarns available in rolls 45 to 48 inches wide. Mesh may vary from closed to open weave, ranging from 1/8 to 1/4 inch openings. Shrinkage after wetting may not exceed 20% of the surface area.
- 4) Knitted Straw Mat. Commercially manufactured ECB. Use photodegradable netting and biodegradable thread. Use straw, in an air-dried condition, from oats, wheat, rye, barley, or other approved grain crops that are certified weed free of prohibited and restricted noxious weed seed and quarantined pests, according to Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34), and in conjunction with North American Invasive Species Management Association (NAISMA) standards, and free of mold, or other objectionable materials detrimental to plant life. When straw or straw products certified according to 11 AAC 34 are not available, use non-certified products manufactured within Alaska before certified products manufactured in another state, country, or territory. Non-certified products manufactured in Alaska In-lieu of certified weed-free straw, provide documentation that the material is steam or heat treated to kill seeds or provide U.S. or state's department of agriculture laboratory test reports, dated within 90 days prior to the date of application showing that there are no viable seeds in the straw. Non-certified straw or straw products manufactured in another state, country, or territory shall not be used. ECB may contain coconut or fiber to reinforce the straw.
- 5) Woven/Curled Wood blanket. Machine produced mat of curled wood shavings with a minimum of 80% 6-inch or longer fibers, with consistent thickness and the fibers evenly distributed over the entire area of the blanket. Smolder

resistant without the use of chemical additives. Cover the top side of the blanket with biodegradable extruded plastic mesh.

- 6) Coconut (Coir Fiber). Machine produced mat, ECB of consistent thickness and coir fiber evenly distributed over the area of the mat. Use bio/photo degradable netting and thread.

2. Permanent.

a. Product Types and Materials.

- 1) Turf Reinforcement Mats (TRMs). A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh, and/or other elements, processed into a permanent, three-dimensional matrix of sufficient thickness with a minimum weight of 8 oz/yd² and a minimum limiting shear stress of 1.5 lb/ft². TRMs (may be supplemented with degradable components) shall impart immediate erosion protection, enhance vegetation establishment during and after maturation and permanent vegetation reinforcement providing long-term functionality.

727-2.03 SEDIMENT RETENTION FIBER ROLLS (SRFRs). Fiber rolls also referred to as wattles. Manufacture of photodegradable or biodegradable fabric netting without preservative treatment, evenly woven, free of crusted material, cuts, and tears. Manufacture stakes of photodegradable or biodegradable material (wood stakes, except as approved by the Engineer).

1. Filter Sock (Wattle)

- a. Fabric netting.
- b. Filled with wood fiber, straw, flax, rice, coconut fiber material.
- c. Minimum diameter 5 inches.

2. Compost Sock.

- a. Extra Heavy weight fabric netting with a minimum strand width of 5 mils.
- b. Filled with coarse compost.
- c. Minimum diameter 8 inches.

3. Coir Log.

- a. Woven wrap bristle coir twine netting.
- b. Filled with 100% coconut (coir) fiber uniformly compacted.
- c. Segments maximum length 20 foot, diameter as suited to the application and a density of 7 lbs/pcf or greater.
- d. Coir twine strength equal to 80 lb minimum weaved to a 2 inch x 2 inch opening pattern.
- e. Ties made of hemp rope by 1/4 inch diameter.

727-2.04 COMPOST. Suitable for serving as a soil amendment or an erosion control material. Sanitized, mature compost meeting local, state, and Federal quality requirements tested and certified by the U.S. Composting Council (USCC) under the Seal

of Testing Assurance (STA) Program. Biosolids compost must meet the Standards for Class A biosolids outlined in 40 Code of Federal Regulations (CFR) Part 503. Additionally, meet the requirements of the AASHTO specifications:

1. Compost Blankets. Standard Practice for Compost for Erosion/Sediment Control (Compost Blankets) R 52.
2. Compost Filter Berms and Filter Socks. Standard Practice for Compost for Erosion/Sediment Control (Filter Berms and Filter socks) R 51.

727-2.05 TACKIFIER. Tackifier, viscous overspray, generally composed of dry powered vegetable gums derived from guar gum, psyllium and sodium alginase; asphaltic emulsions; petroleum distillates; co-polymer emulsions; and lignosulfonates and used to anchor soil, compost, seed, the mulch fibers to one another, and the ground. Contain no growth or germination inhibiting materials nor significantly reduce infiltration rates. Tackifier shall hydrate in water and readily blend with other slurry material. Tackifier options include:

1. Type A. Organic tackifier with certification of plant sources; or
2. Type B. Synthetic tackifier with certification confirming product is not harmful to plants, animals, or aquatic life.

727-2.06 POLYACRYLAMIDE (PAM). Use as a tie-down for soil, compost, seed and as a flocculent. Polyacrylamide (PAM) products shall meet the requirements of American National Standards Institute (ANSI)/National Sanitation Foundation International (NSF) Standard 60 for drinking water treatment, be anionic (not cationic), linear and not cross-linked with an average molecular weight greater than 5 Mg/mole, minimum 30 percent charge density; contain at least 80% active ingredients and a moisture content not exceeding 10% by weight.

Deliver PAM in a dry granular powder or liquid form.

727-2.07 GEOTEXTILE-ENCASED CHECK DAM AND SEDIMENT BARRIER. Urethane foam core encased in geotextile material (silt fence material Section 633), minimum 8 inches height by minimum base width of 16 inches by minimum 7 foot length. Overhang the geotextile 6 inch minimum each end with apron type ties by 24 inches each side of the foam core.

727-2.08 SANDBAG.

1. Sandbag Sack Fabric. Fabric shall be a nonwoven, needle punched design meeting the Minimum Average Roll Values (MARV) verified in accordance with ASTM D4759.
2. Seam Thread. Similar durability to the sandbag sack fabric.
3. Sandbag Fill Material.
 - a. Selected Material

703-2.07

Type B

4. Cinch Ties. Plastic ties or equivalent tie recommended by the sandbag manufacturer.

727-2.09 MANUFACTURED INLET PROTECTION SYSTEM.

1. Manufacturers:

- a. Ultra Tech International – Ultra-DrainGuard
- b. Bowhead Environmental and Safety - StreamGuard Exert II Sediment Insert
- c. Enpac - Catch Basin Insert, Oil and Sediment or
- d. Approved equal.

727-2.10 CLEAR PLASTIC COVERING. A clear plastic covering meeting the requirements of the National Institute of Standards and Technology (NIST) voluntary Product Standard PS 17 - 69 for polyethylene sheeting having a minimum thickness of 6 mils.

727-2.11 STAPLES. U-shaped staples for anchoring matting, approximately 6 inches long and 1 inch wide. Machine-made: No. 11 gage or heavier steel wire. Hand-made: 12-inch lengths of No. 9 gage or heavier steel wire.

CR727-12.0508R2

APPENDIX A

PERMITS

PERMIT DESCRIPTION	ISSUE DATE	EXPIRE DATE
Historic Properties Affected Determination Department of Natural Resources State Historic Preservation Office of History & Archaeology	TBD	N/A

APPENDIX B EROSION AND SEDIMENT CONTROL PLAN (ESCP)

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

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

SITE DESCRIPTIONS

1. SITE FUNCTION: RECREATIONAL FACILITY – RIVER ACCESS
2. THIS PROJECT INCLUDES: REMOVAL OF EXISTING VAULTED TOILET AND INSTALLATION OF NEW EXISTING TOILET
3. PROJECT AREA = 0.07 ACRES
4. PROJECT DISTURBED AREA = 0.07 ACRES
5. MATERIAL SITES: N/A

ENVIRONMENTAL INFORMATION

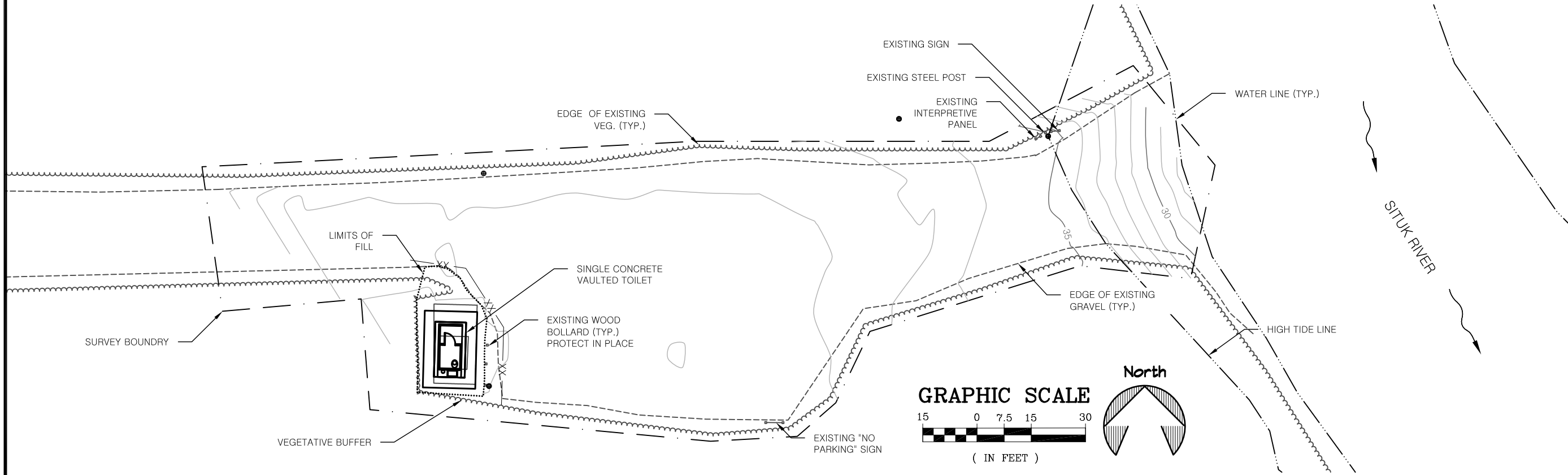
1. RECEIVING WATER BODIES: SITUK RIVER
2. IMPAIRED WATER BODIES: NONE
3. TOTAL MAXIMUM LOAD (TMDL) WATERS: N/A
4. THREATENED AND ENDANGERED SPECIES (ESA): NONE
5. HISTORIC IMPACTS: NONE KNOWN
6. MIGRATORY BIRD TREATY ACT: APRIL 15–JULY 15
7. CONTACT THE PROJECT ENGINEER WITH ADDITIONAL QUESTIONS/CONCERNS REGARDING ENVIRONMENTAL MATTERS.

ASSUMED CONSTRUCTION SEQUENCE

1. IMPLEMENT ESCP/INSTALL BMPs
2. REMOVE VAULTED TOILET
3. INSTALLED NEW VAULTED TOILET
4. REMOVE BMPs

EROSION AND SEDIMENT CONTROL PLAN (ESCP) NOTES

1. THIS DOCUMENT IS A GENERAL PLAN FOR GUIDING THE DEVELOPMENT OF THE CONTRACTOR'S BEST MANAGEMENT PRACTICES (BMPs)
2. SEDIMENT CONTROL MEASURES AND TEMPORARY EROSION CONTROL FEATURES SHALL BE BASED ON (BMPs) AS CONTAINED IN THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES' MANUAL "CONTRACTOR GUIDANCE FOR PREPARING AND EXECUTING STORMWATER POLLUTION PREVENTION PLANS."
3. THE CONTRACTOR SHALL MINIMIZE THE AMOUNT OF DISTURBED AREA OPEN TO EROSION AT ANY ONE TIME.
4. EROSION AND SEDIMENT CONTROL BMPs SHALL BE INSTALLED WITHIN 14 DAYS IN AREAS WHERE EARTHWORK DISTURBANCE HAS TEMPORARILY OR PERMANENTLY CEASED.
5. TEMPORARY PERIMETER CONTROLS SHALL BE INSTALLED FOR ANY FILL PLACED WITHIN 20 FEET OF ORDINARY HIGH WATER.
6. TEMPORARY PERIMETER CONTROL BMPs SHALL BE INSTALLED BEFORE ANY UP-GRADIENT SOIL DISTURBANCE OCCURS.
7. PROVIDE PERIMETER CONTROLS IN AREAS NOT SHOWN ON THE PLANS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA.
8. ALL STOCKPILES OF ERODIBLE MATERIALS SHALL BE COVERED AND HAVE PERIMETER CONTROL IN PLACE.
9. ERODIBLE MATERIALS MAY NOT BE STOCKPILED WITHIN 100 FEET OF ORDINARY HIGH WATER.



1 SITE PLAN
1 DETAIL

ESCP LEGEND

— XX — XX — BMP DEVICE BY CONTRACTOR APPROVED BY ENGINEER

STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
PLANS DEVELOPED BY: DIVISION OF PARKS AND OUTDOOR RECREATION
 550 W 7TH AVE. SUITE 1340, ANCHORAGE, AK 99501 - 907.269.8731

LOWER SITUK LANDING
 SANITARY IMPROVEMENTS
 PROJECT No. 91007-1

EXISTING CONDITIONS AND SITE PLAN



PREPARED: RCS
 DRAWN: RCS
 REVIEWED: D&C
 DATE: OCTOBER 2024

SHEET

1

OF 1 SHEETS

APPENDIX C
MATERIALS CERTIFICATION LIST (MCL)

MATERIALS CERTIFICATION LIST

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

Project Name	Lower Situk Landing Sanitary Improvements
Project Number	91007-1
Project Engineer Signature	

203 EXCAVATION AND EMBANKMENT

Borrow, Type A	203							
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301 AGGREGATE BASE COURSE

Aggregate for Base And Surface Course	301							
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641 EROSION, SEDIMENT, AND POLLUTION CONTROL

ESCP	641							
HMCP	641							
SPCC	641							
BMP Material	641							

654 VAULTED TOILET

Manufacturers	654							
Accessories	654							
Signs	654							
Padlocks	654							
Bedding	654							
Painting/Staining	654							
Exhaust Pipe	654							
Grab Bars	654							
Toilet Paper Dispensers	654							
Coat Hooks	654							