

CONTRACT DOCUMENTS & SPECIFICATIONS

JOYCE DRIVE IMPROVEMENTS

Project No. ITB 25-12

May 2025



Prepared by:

City of Fairbanks, Engineering Department
800 Cushman Street
Fairbanks, Alaska 99701

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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 City will include a paper copy of the State wage rates in the signed Contract.

CITY OF FAIRBANKS
INVITATION TO BID NO. ITB 25-12

The City of Fairbanks is requesting sealed bids for furnishing all labor, equipment, materials, and performing all work necessary for the **JOYCE DRIVE IMPROVEMENTS** project. Work includes, but is not limited to, installation of new storm drain pipe, manholes, and catch basins and roadway resurfacing on Joyce Drive between Shannon Drive and Jeanne Drive, as described in the specifications and shown on the Plans.

Contract documents will be available online at <http://www.agcak.org>, <http://www.theplansroom.com>, and <https://www.fairbanksalaska.us/rfps>. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents is retained on file at the City of Fairbanks Engineering Dept. Office in City Hall, 800 Cushman Street.

Sealed bids are to be received by the City Clerk's Office, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701, until **2:00 P.M. local time, June 5, 2025**, and will immediately thereafter be publicly opened and read aloud in the Engineering Conference Room at the same address.

The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

PUBLISH: Fairbanks Daily News-Miner: May 15 and 16, 2025

PART I - INSTRUCTIONS TO BIDDERS

DIVISION 000 – INSTRUCTIONS TO BIDDERS

000-1.01 CONSTRUCTION DOCUMENTS ONLINE. Contract documents are available only electronically at <http://www.agcak.org>, <http://www.theplansroom.com>, and <https://www.fairbanksalaska.us/rfps>. The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents, construction plans, and technical specifications is retained on file at the City of Fairbanks Engineering Department Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

000-1.02 RECEIPT AND OPENING OF BIDS. The City of Fairbanks, Alaska (hereinafter called the "Owner"), invites bids submitted on the forms described herein. Bids including any amendments or withdrawals must be received by the City Clerk's Office, at or prior to, the designated time. Bids not received by the City Clerk's Office at, or prior to, the designated time will not be accepted and will be returned to the bidder unopened. Mailed or hand-delivered envelopes containing the bids must be sealed, addressed to the City Clerk at 800 Cushman Street, Fairbanks, Alaska 99701-4615, and designated as specified in the "Invitation to Bid."

000-1.03 BID SECURITY. Bid security is required with each bid in the following amount:

1. Ten Percent of the amount of the bid if the bid does not exceed \$100,000; or
2. Ten percent of the first \$100,000 and five percent of the amount of the bid over \$100,000 if the bid exceeds \$100,000 up to a maximum of \$200,000 in security.

000-1.04 EQUAL OPPORTUNITY. The City of Fairbanks hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

000-1.05 NOTICE TO BIDDERS. Bidders are hereby notified that data to assist in preparing bids is available as follows:

- Construction standards, Golden Heart Utilities (GHU) - Most current version available for download at <https://www.myutility.us/akwater/account-billing/information-for-builders>
- Alaska Test Methods and the Construction Surveying Requirements manuals - Most current versions available for download at <http://www.dot.state.ak.us/stwddes/dcspubs/index.shtml#>.
- The Standard Specifications for Highway Construction [English Edition] dated 2020 can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcspubs/index.shtml>.
- AKDOT&PF Standard Drawings link: <http://www.dot.state.ak.us/stwddes/dcspubs/index.shtml>
For further information contact Statewide Design & Engineering Services at (907) 465-2960.

000-1.06 BID QUESTIONS.

All questions relating to bidding procedures, design features, constructability, quantities, discrepancies, request for correction, or other technical aspects of the project must be submitted via email to the City of Fairbanks Engineering Department via kloaiza@fairbanks.us, attention Kirsten Loaiza, Project Manager.

Questions must be submitted to the Owner via email at least seven calendar days prior to the date fixed for the opening of the bids.

000-1.07 OTHER INFORMATION:

Bid results are available after the bid opening by accessing the City of Fairbanks home page at <https://www.fairbanksalaska.us/rfps>.

The Standard Specifications for Highway Construction [English Edition] dated 2020 can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml>.

000-1.08 CONTRACT QUANTITIES IN BID SCHEDULE. The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

This project contains pay items with contract quantities as defined with technical and special provisions.

000-1.09 CONTRACT AWARD.

1. Except as provided in the Code of Ordinances, City of Fairbanks, Alaska, also cited Fairbanks General Code (FGC); contract award authority is by resolution of the City Council.
2. The awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder as provided in the FGC and these contract documents and specifications.
3. Local bidder preference will be used as a criterion in awarding this bid. (The provisions of local preference are not applicable to any contract funded by a Federal or State grant which expressly prohibits a local preference in awarding contracts.)

000-1.10 REQUIRED DOCUMENTS. Each bid must be submitted on the prescribed forms.

Required for Bid. Bids will not be considered if the following documents are not filled out completely and submitted at the time of bidding:

1. Bid and Non-Collusion Affidavits
2. Bid Schedule(s)
3. Bid Bond (with Power of Attorney when appropriate)
4. Legible reproduction of current Alaska Contractor's License or Certified License Statement
5. Copy of Current Alaska Business License
6. Copy of Current City of Fairbanks Business License

Required After Notice of Apparent Low Bidder. The apparent low bidder is required to complete and submit the following document within ten working days after receipt of written notification:

1. Sub-Contractors List

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 (Agreement)
2. Contract Bond (Performance)
3. Contract Bond (Payment)
4. Contractor's Questionnaire

5. Certificate of Insurance (from carrier)
6. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)

000-1.11 CHANGE IN PREVAILING WAGE REQUIREMENTS. The Department of Labor and Workforce Development (DOLWD) proposed a revised regulatory definition of "on-site" in 8 AAC 30.910 to clarify the scope of activities covered by Alaska's Little Davis Bacon Act (AS 36.05.010-AS 36.05.110). For a copy of the revised definition of 8 AAC 30.910, go to: <http://labor.alaska.gov>.

DOLWD will enforce the revised provisions on all projects with a bid opening date on or after February 15, 2011. Prospective bidders on projects with a bid opening date on or after February 15, 2011, must consider the impact of the revised regulation and bid accordingly. DOLWD will not enforce the new "onsite" definition on projects with a bid opening date prior to February 15, 2011.

000-1.12 USING APPRENTICES. Contractors must comply with Administrative Order 226, which establishes a 15% goal for hiring apprentices in certain job categories; on highway, airport, harbor, dam, tunnel, utility or dredging projects financed by the State of Alaska. This Administrative Order will apply to all such projects advertised after September 1, 2005, where the project construction cost exceeds 2.5 million dollars.

For additional details, please visit: <http://labor.alaska.gov/lss/forms/ApprenHireReq.pdf>.

000-1.13 SPECIAL NOTICE TO BIDDERS. The City of Fairbanks may cancel this solicitation either before or after bid opening, but prior to the issuance of the "Notice of Intent to Award" under Subsection 103-1.03 of the Standard Specifications for Highway Construction, 2020 Edition, if it is determined that award is not in the best interest of the City.

The City also reserves the right to cancel this solicitation after issuance of the "Notice of Intent to Award" and the declared apparent low bidder for the project is cautioned to not proceed with any aspect of contract performance until a "Letter of Award" and "Notice to Proceed" have been issued by the City. The apparent low bidder is not relieved from any of the procedural requirements of Section 103 of the Standard Specifications for Highway Construction, 2020 Edition. By submitting a bid for this project, the bidder agrees that the City will not provide compensation for, nor be held liable for, any bidder or prospective contractor incurred costs associated with bid preparation or other prospective contractor incurred costs.

**CITY OF FAIRBANKS
BID AFFIDAVIT
ITB 25-12**

Bid of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____
doing business as _____*, to the CITY OF
FAIRBANKS, a municipal corporation of the State of Alaska (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the
JOYCE DRIVE IMPROVEMENTS PROJECT, in strict accordance with the CONTRACT DOCUMENTS,
within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies
as to its own organization, that this BID has been arrived at independently, without consultation,
communication, or agreement as to any matter relating to the BID with any other BIDDER or with any
competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the
NOTICE TO PROCEED and to fully complete the PROJECT by October 31, 2025. BIDDER further agrees
to pay liquidated damages in accordance with the Contract Documents.

BIDDER acknowledges receipt of the following ADDENDA (give number and date of each):

Addenda	Date Issued	Addenda	Date Issued

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit
prices or lump sum:

ON ATTACHED BID SCHEDULE(S)

Respectfully submitted:

Signature

Address

Title

Telephone Number

Date

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA
STATE OF ALASKA

I, _____, of

(Name of Officer)

(Firm Name)

_____, being duly sworn, do depose and
state:

That I, or the firm, association or corporation of which I am a member, a bidder, on the contract to be awarded, by the City of Fairbanks of the State of Alaska, for the construction of that certain project designated as: the **JOYCE DRIVE IMPROVEMENTS PROJECT**, located at Fairbanks, Alaska, in the State of Alaska, have not, 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 such contract.

(Signature)

Subscribed and sworn to this _____ day of _____ 2025.

Notary Public

My Commission Expires:

BID SCHEDULE

The Bidder shall insert a unit bid price or a lump sum price in figures opposite each pay item and total price for which an estimated quantity appears in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "all required" and as further specified in the contract.

City of Fairbanks ITB 25-12		JOYCE DRIVE IMPROVEMENTS PROJECT			
BID SCHEDULE		BASE BID			
Item No.	Item Description	Pay Unit	Quantity	Unit Price	Amount Bid
202.0001.0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	ALL REQUIRED		
203.0003.0000	UNCLASSIFIED EXCAVATION	CUBIC YARD	1650		
301.0001.00D1	AGGREGATE BASE COURSE, GRADING D-1	TON	935		
304.0001.000F	SUBBASE, GRADING F	TON	2885		
308.0001.0000	CRUSHED ASPHALT BASE COURSE	SQUARE YARD	2490		
401.0001.002B	HMA, TYPE II; CLASS B	TON	655		
401.0004.0000	ASPHALT BINDER, GRADE 52-28	TON	36		
603.0021.0012	CORRUGATED POLYTHELYENE PIPE 12 INCH	LINEAR FOOT	965		
603.0021.0018	CORRUGATED POLYTHELYENE PIPE 18 INCH	LINEAR FOOT	610		
603.0021.0024	CORRUGATED POLYTHELYENE PIPE 24 INCH	LINEAR FOOT	285		
604.0001.0000	STORM SEWER MANHOLE, 48 INCH	EACH	7		
604.0003.0000	RECONSTRUCT EXISTING MANHOLE	EACH	1		
604.0004.0000	ADJUST EXISTING MANHOLE	EACH	1		
604.0005.000A	INLET, TYPE A	EACH	16		
626.2014.0000	ADJUST FLUSHWELL	EACH	2		
639.0001.0000	DRIVEWAY	EACH	22		
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQUIRED		
641.0001.0000	EROSION, SEDIMENT AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM	ALL REQUIRED		
642.0001.0000	CONSTRUCTION SURVEYING	LUMP SUM	ALL REQUIRED		
642.0006.0000	REPLACE EXISTING WITH PRIMARY MONUMENT	EACH	4		

642.0010.0000	MONUMENT CASE	EACH	4		
643.0002.0000	TRAFFIC MAINTENANCE	LUMP SUM	ALL REQUIRED		
643.0023.0000	TRAFFIC PRICE ADJUSTMENT	CONTIGENT SUM	ALL REQUIRED	\$0	\$0
671.2000.0000	SPEED HUMP	EACH	4		
A: Total Base Bid:					
B: Local Bidders Preference (5%), \$50,000 max.					
(A – B): Adjusted Base Bid Amount:					

City of Fairbanks ITB 25-12		JOYCE DRIVE IMPROVEMENTS PROJECT ADDITIVE ALTERNATE #1			
Item No.	Item Description	Pay Unit	Quantity	Unit Price	Amount Bid
308.0001.0000	CRUSHED ASPHALT BASE COURSE	SQUARE YARD	5250		
401.0001.002B	HMA, TYPE II; CLASS B	TON	595		
401.0004.0000	ASPHALT BINDER, GRADE 52-28	TON	33		
604.0004.0000	ADJUST EXISTING MANHOLE	EACH	3		
626.2014.0000	ADJUST FLUSHWELL	EACH	4		
627.0010.0000	ADJUSTMENT OF VALVE BOX	EACH	3		
639.0001.0000	DRIVEWAY	EACH	26		
641.0001.0000	EROSION, SEDIMENT AND POLLUTION CONTROL	LUMP SUM	ALL REQUIRED		
642.0001.0000	CONSTRUCTION SURVEYING	ALL REQUIRED	LUMP SUM		
642.0006.0000	REPLACE EXISTING WITH PRIMARY MONUMENT	EACH	5		
642.0010.0000	MONUMENT CASE	EACH	5		
643.0002.0000	TRAFFIC MAINTENANCE	ALL REQUIRED	LUMP SUM		
671.2000.0000	SPEED HUMP	EACH	2		
A: Total Base Bid:					
B: Local Bidders Preference (5%), \$50,000 max.					
(A – B): Adjusted Base Bid Amount:					

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned,
_____ as Principal,
and _____ as Surety,
are hereby held and firmly bound unto the CITY OF FAIRBANKS, ALASKA as Owner in the penal sum of
_____ for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF FAIRBANKS a certain Bid, attached hereto, and hereby made a part hereof to enter into a contract in writing, for the **JOYCE DRIVE IMPROVEMENTS**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By: _____

Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACTORS QUALIFICATION QUESTIONNAIRE

A. FINANCIAL

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

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

B. EQUIPMENT

1. Describe the equipment you have available and intend to use for this project. List the item, quantity, make, model, size/capacity and 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:

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

SUB-CONTRACTOR LIST

The apparent low bidder shall complete this form and submit it so as to be received by the City Engineer prior to the close of business on the tenth working day after receipt of written notice from the City. Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

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

Check as Applicable:

- ☐ All work on the above-referenced contract will be accomplished without sub-contracts greater than 1/2 of 1% of the contract amount.

OR

- ☐ Sub-contractor List is as follows, in accordance with Fairbanks General Code 54-162.

Firm Name, Address, Telephone No.	Alaska Business License No., Contractor's Registration No.	Scope of Work to be Performed

Continue sub-contractor information on additional sheets as necessary.

I hereby certify the above listed firms possessed current Alaska Business Licenses and Contractor Registrations that were valid on the day of the bid opening for this project.

Signature of Authorized Company Representative

Title

Company Name

Company Address

Date

Phone Number

CONSTRUCTION CONTRACT (AGREEMENT)

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between _____, hereinafter (the official name, form of organization, and address of Contractor - if partnership, name of partners) called the "Contractor" and City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615, hereinafter called the "Owner".

WHEREAS, pursuant to the invitation of the Owner, extended through an officially published "Advertisement for Bids," the Contractor did in accordance therewith, on the _____ day of _____ 2025, file with the Owner a Bid containing an offer which was invited by said notice; and

WHEREAS, the Owner has determined said offer was the lowest and best submitted:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain specifications entitled: **JOYCE DRIVE IMPROVEMENTS PROJECT** and *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full.

Second: That in consideration of faithful compliance with the terms and conditions of this Agreement the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of:

(the basic contract price both in words and figures)
which sum is subject, however, to increase or decrease in such proportion as the quantities named in the proposal are so changed, all as in the specifications and proposal provided.

Third: That the time of completion is **OCTOBER 31, 2025**.

Fourth: That the contract documents which are hereby made a part of this Agreement by actual attachment or by this reference thereto are as follows:

1. The "Advertisement for Bids" - being the invitation to submit a proposal;
2. The Specifications named above by title;
3. The Detailed Plans listed and described in said specifications, together with those which may be issued as supplements thereof; and
4. The Bid of the Contractor, referred to as the Bid Schedule, which was submitted on _____, 2025, the original or a conformed copy of which is hereto attached and marked "Exhibit A".

CONSTRUCTION CONTRACT (AGREEMENT) (Continued)

IN WITNESS WHEREOF, Contractor and Owner have caused this Agreement to be executed on the day and year first above written.

(Contractor)

By:

(Name, Title)

(SEAL)

And/Attest

Witness: (If individual or Partnership)

(Name)

CITY OF FAIRBANKS, FAIRBANKS, ALASKA
(Owner)

(SEAL)

By:

DAVID PRUHS, Mayor

Attest:

DANYIELLE SNIDER, City Clerk

Approved as to substance:

ROBERT PRISTASH, P.E., City Engineer

Approved as to form:

THOMAS CHARD, City Attorney

Date

CONTRACT BOND (PERFORMANCE)

KNOW ALL BY THESE PRESENT:

That _____ of _____
as principal(s) and _____ of _____
as surety(sureties) are firmly bound and held unto the City of Fairbanks 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 made,
we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these
presents.

The amount of the Performance Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the _____
day of _____, 2025, for construction of the **JOYCE DRIVE IMPROVEMENTS**
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 principals shall well
and truly perform and complete all obligation and work under said contract and the proposal, and special
conditions attached hereto and made a part hereof and or the plans and specifications of the City of
Fairbanks, or the specifications of any participating Local, State or Federal Agency when such
specifications are designated by the City of Fairbanks as those governing the conduct of construction under
this contract of which reference is hereby made and which are by reference made a part hereof according
to the terms as the same are now constituted or as they may hereafter be modified in accordance with the
provisions of said contract and specifications and during the life of any guarantee required under the
contract, and if the said principals shall comply with all requirements of law and shall indemnify and save
harmless the City of Fairbanks and employees thereof against any damage or loss which they or any of
them may suffer or for which they or any of them become liable by the default of said principals, or by any
neglect or carelessness on the part of said principals, their agents, servants or employees in the
performance of said contract, then these presents shall become void, otherwise they shall remain in full
force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this
_____ day of _____ 2025.

Principals: _____

(Corporation Seal)

Countersigned: _____

Sureties: _____

Approved as to Form:

THOMAS CHARD, City Attorney

Date

CONTRACT BOND (PAYMENT)

KNOW ALL BY THESE PRESENT:

That _____ of _____
as principal(s) and _____ of _____
as surety(sureties) are firmly bound and held unto the City of Fairbanks 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 made,
we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these
presents.

The amount of the Payment Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the _____
day of _____, 2025, for construction of the **JOYCE DRIVE IMPROVEMENTS**
PROJECT said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if the said principals 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 with the percentage of change limitations as set forth in the specifications;
and if the principals shall indemnify and save harmless the City of Fairbanks and employees thereof against
any damage or loss which they or any of them may suffer or for which they or any of them become liable
by the default of said principals, or by any neglect or carelessness on the part of said principals, their agents,
servants or employees, then these presents shall become void, otherwise they shall remain in full force and
effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this
_____ day of _____ 2025.

Principals: _____

(Corporation Seal)

Countersigned: _____

Sureties: _____

Approved as to Form:

THOMAS CHARD, City Attorney

Date

CERTIFICATE OF RELEASE

TO: CITY OF FAIRBANKS, ALASKA

FROM: _____
(Name of Contractor)

RE: Contract entered into on the _____ day of _____ 2025

with

(Contractor) (Address) _____ for the construction of the
JOYCE DRIVE IMPROVEMENTS PROJECT, located in the town of Fairbanks, Alaska.

KNOW ALL BY THESE PRESENT:

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors or other arising out of the performance of this contract, which might be asserted against the CITY OF FAIRBANKS and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF FAIRBANKS, the undersigned will indemnify and save harmless the CITY OF FAIRBANKS from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF FAIRBANKS of all sums payable to the undersigned by the CITY OF FAIRBANKS under or pursuant to the above mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF FAIRBANKS has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF FAIRBANKS to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.
- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of Fairbanks by the Contractor have been paid in full.

CERTIFICATE OF RELEASE (Continued)

F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF FAIRBANKS from all claims arising under or by virtue of said contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____ 2025.

Signature

_____, being first duly sworn on oath, deposes and says that they
(Name)
are the _____ of the _____
(Title) (Name of Company)

Second, that they have read the foregoing certificate and subscribed it as the

_____ of the _____
(Title) (Name of Company)

The matters and things stated herein are, to the best of their knowledge and belief, true.

Subscribed and sworn to before me on this _____ day of _____, 2025.

Notary Public in and for the State of Alaska
My Commission Expires: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO: CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701-4615

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

, SURETY COMPANY

on bond of

, CONTRACTOR

HEREBY APPROVES OF THE FINAL PAYMENT TO THE Contractor, and agrees that final payment to the Contractor does not relieve the Surety Company of any of its obligations to:

, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____ 2025.

ATTEST:

Surety Company

Signature of Authorized Representative

Title

PART II – GENERAL PROVISIONS

DIVISION 100 – STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION FOR THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE MODIFIED AS FOLLOWS:

**SECTION 101
DEFINITIONS AND TERMS**

101-1.01 GENERAL. *Add the following:* In all specifications, *DELETE* all references to "Department" or "State" or "State of Alaska" or "The State of Alaska Department of Transportation and Public Facilities" and *REPLACE* with: "City" (meaning the City of Fairbanks). Also, *DELETE* all references to "Contracting Officer" and *REPLACE* with: "City Engineer".

**SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS**

04/30/22 (HSM20-42)

102-1.05 PREPARATION OF BID. *In the third paragraph, replace the fourth sentence with the following:* If the bidder is a joint venture, the bid must be signed by an officer or agent with authority to bind the joint venture.

**SECTION 104
SCOPE OF WORK**

11/30/2020 (HSM20-2)

104-1.06 VALUE ENGINEERING CHANGE PROPOSALS BY CONTRACTOR.

3. Conditions. *Delete paragraph e and substitute the following:*

- e. The Contractor may submit VECs for an approved subcontractor. If the Contractor elects to submit a VEC for an approved subcontractor and it is subsequently accepted by the Department, the Department will reimburse the Contractor per Subsection 104-1.06.5.

**SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

01/20/15 (N5)

Add the following subsection:

107-1.22 NOISE ABATEMENT. The Contractor will not disturb the peace in contravention of any applicable local Ordinance. Within the City of Fairbanks, the applicable ordinance is FGC Section 46-42. Any noise within the City of Fairbanks as described in FGC Section 46-42(A)(3) will be limited to the hours of 7 a.m. to 11 p.m. unless exempted by FGC Section 46-42(E).

**SECTION 108
PROSECUTION AND PROGRESS**

01/01/22 (HSM20-41)

108-1.01 SUBCONTRACTING OF CONTRACT. *In item 1.g delete "AS 45.45.101(a)" and substitute the following: AS 45.45.010(a).*

In item 2.f delete "AS 45.45.101(a)" and substitute the following: AS 45.45.010(a).

**SECTION 108
PROSECUTION AND PROGRESS**

07/01/24 (HSM20-43A)

108-1.07 FAILURE TO COMPLETE ON TIME. *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	1,000,000	\$1,500
1,000,000	5,000,000	2,900
5,000,000	25,000,000	5,500
25,000,000	-----	6,900

PART III - CITY SUPPLEMENTAL CONDITIONS

DIVISION 100 - GENERAL PROVISIONS OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE FURTHER MODIFIED BY THIS PROJECT AS FOLLOWS:

**SECTION 101
DEFINITIONS AND TERMS**

SECTION 101-1.01 GENERAL. Add the following: In all specifications, DELETE all references to "Department" or "State" or "State of Alaska" or "The State of Alaska Department of Transportation and Public Facilities" and REPLACE with: "City" (meaning the City of Fairbanks). Also, DELETE all references to "Contracting Officer" and REPLACE with: "City Engineer".

SECTION 101-1.03 DEFINITIONS. Add the following:

SUBMITTAL. A bound document prepared by the contractor consisting of a compilation of product data, shop drawings calculations, certifications and reports to be submitted to the Engineer.

**SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS**

102-1.07 BID GUARANTY. DELETE the second sentence and SUBSTITUTE the following: The guaranty must be unconditionally payable to the City of Fairbanks and must be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

102-1.09 WITHDRAWAL OR REVISION OF BIDS. Add the following to the first paragraph: Modifications to bids shall be submitted on forms furnished by the City or reasonable facsimiles thereof. If a form other than that provided is used it must be of a very similar format, containing at a minimum the information required on the provided form.

**SECTION 103
AWARD AND EXECUTION OF CONTRACT**

103-1.01 CONSIDERATION OF BIDS. In the first sentence of the fourth paragraph after "...may protest a proposed Award of contract" add the following: "..., award of a contract, or a solicitation for construction ..."

103-1.06 INSURANCE REQUIREMENTS.

DELETE Item 1: Workers' Compensation and see new subsection Certificate of Insurance.

DELETE Item 2: Commercial General Liability and see new subsection Certificate of Insurance.

DELETE Item 3: Automobile Liability and see new subsection Certificate of Insurance.

DELETE 4th paragraph and SUBSTITUTE the following:

The City of Fairbanks shall be named as an additional insured on policies required by paragraphs 2 through 4 above. All of the above insurance coverages will be considered to be primary and noncontributory to any other insurance carried by the City of Fairbanks, whether through self-insurance or otherwise.

Add the following [new] subsections:

Certificate of Insurance

Contractor must furnish a certificate of insurance within 10 days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a 30-day notice prior to cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy must be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement must be endorsed to provide that such insurance applies as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement must be endorsed to name the Owner as additional insured. All insurance must be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance must be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage must be included for such injuries or claims. The coverage must include waiver of subrogation against the City.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. **Limits may be a combination of primary and excess (umbrella) policy forms.**

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

4. Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor, and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, must specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. (Only if applicable)

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or where requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements must reference policy number and the project name and project number. The Owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Fairbanks its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner is entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

**SECTION 104
SCOPE OF WORK**

11/30/12 (H5)

Add the following subsections:

104-1.07 FROZEN GROUND. Frozen areas, ice lenses, and saturated soils may be encountered on this project and related material sources. Specific locations and specific content of frozen areas, ice lenses, and saturated soils are not defined. Any such area that may be encountered by the Contractor in the performance of the contract work will not be considered unforeseeable within the terms of the contract such as to entitle the Contractor to any adjustment in contract price or contract time. Reference is made to Subsection 203-3.03 of these Specifications.

104-1.08 RECORD DRAWINGS. The Contractor shall maintain a "mark-up" set of plans which shall be revised by the Contractor as the work progresses to reflect current conditions. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc. encountered or installed.

The mark-up plans become the property of the City prior to final acceptance and payment of demobilization.

104-1.09 CLAIMS FOR ADJUSTMENTS AND DISPUTES. All submitted cost and price data must be certified according to FGC Section 54-345 COST OR PRICING DATA.

No time related claims will be compensated to the contractor for owner delay prior to the Contractual End Date.

**SECTION 105
CONTROL OF WORK**

105-1.18 WARRANTIES. Add the following:

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy of the premises by the Owner constitutes an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work resulting therefrom which shall appear within a period of one year from the date of the substantial completion of Work, unless a longer period is specified. The Owner or Engineer will give notice of observed defects with reasonable promptness.

**SECTION 106
CONTROL OF MATERIAL**

106-1.03 TESTING AND ACCEPTANCE. DELETE item 2. entirety and SUBSTITUTE the following:

2. ACCEPTANCE TESTING. The City has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The City will sample materials and perform acceptance tests at its expense except as otherwise stated. The cost of tests that fail to meet specification requirements will be deducted from the Contract price. Samples will be taken by a qualified testing firm or representative of the Owner. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the City's acceptance testing for its quality control. The City's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the City's acceptance test but is not required to do so.

**SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

107-1.01 LAWS TO BE OBSERVED. *Add to the end of the first paragraph the following:* The Fairbanks General Code is available electronically from the City of Fairbanks web site: <http://www.fairbanksalaska.us/>. Under "Government" click "City Code Online Library" and it will direct you to "Code of Ordinances Fairbanks, Alaska" and notice in particular Chapter 54 - Procurement.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

6. Hazardous Materials. *Add the following:*

- g. Fuel storage facilities may not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling may not occur within the annual floodplain.

107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS. *Add the following:*

The Contractor's responsibility for damage claims under this section specifically includes all actionable damages, including, but not limited to, claims of damage to structures, retaining walls, utilities, machinery and vibration-sensitive business operations, caused by vibrations which are produced by the execution of this contract. The Contractor shall be liable for all expenses incurred to resolve all such damage claims, at no cost to the City.

Add the following new Subsection:

107-1.22 NOISE ABATEMENT. The contractor shall comply with FGC Section 46-42 which states, in part, as follows:

(A) A person commits the offense of disturbing the peace if:

- (3) Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operation or use is disturbing the peace and privacy of others.

(E) Exemptions. The following sound or noise is not prohibited by this Section:

- (3) Noise necessarily produced in the course of work required to protect persons or property from an imminent peril.
- (4) Noise produced by any activity for which a permit has been issued pursuant to paragraph (E) of this Section.

(F) Applications for a permit for relief from the application of this Section to any activity on the basis of undue hardship may be made to the City Mayor or his duly authorized representative. Any permit granted by the City Mayor hereunder must contain all conditions upon which such permit has been granted and must specify a reasonable time that the permit will be effective. The City Mayor, or his duly authorized representative, may grant the relief as applied for if he finds:

- (1) Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this Section; or
- (2) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other paragraphs of this Section; and
- (3) No other reasonable alternative is available to the applicant.

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

**SECTION 108
PROSECUTION AND PROGRESS**

01/01/22 (HSM20-41)

108-1.01 SUBCONTRACTING OF CONTRACT. *In item 1.g delete "AS 45.45.101(a)" and substitute the following:* AS 45.45.010(a).

In item 2.f delete "AS 45.45.101(a)" and substitute the following: AS 45.45.010(a).

108-1.03 PROSECUTION AND PROGRESS. *Delete the last sentence of the first paragraph in its entirety and substitute the following:* The Contractor shall submit the following documents to the Engineer at least 15 working days before the preconstruction conference:

108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME, AND SUSPENSION OF WORK. *Delete in entirety and substitute the following:* Time is of the essence under this Contract. The Work to be done under the Contract must be completed in its entirety within the time specified in the Contract Documents. The date of commencement will be the date established in the Notice to Proceed. If there is no Notice to Proceed, it will be the date of the agreement signed by the Owner and the Contractor. The Engineer may at their discretion recommend that the Owner extend the time for completion of the Work without invalidating any of the provisions of the Contract and without releasing the surety. Extensions of time, when recommended by Engineer, will be based upon the effect of delays to the Project as a whole and will not be recommended for non-controlling delays to minor included portions of the work unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole. Acts of God, inclement weather, governmental regulations, labor disputes, strikes, fires, required extra work or any delay totally beyond the control of the Contractor may justify an extension of time. No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor or their subcontractors.

All time extensions requested by Contractor must be made to Engineer in writing on or before the tenth day following the day in which the alleged delay is said to have occurred and any claim for extension of time must state explicitly the reasons therefore or and the number of days claimed. Should Contractor fail to file such written claim for extension of time within the period provided they shall have abandoned any claim, therefore.

Unless otherwise provided herein, Contractor's sole remedy for any justified delay in the Work will be an extension of time, and they will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind except for such delays as maybe caused solely by any fault of Owner.

The Engineer, by written order, may suspend Work on the Project, in whole or in part, for such periods as they may judge necessary due to inclement weather, unforeseen emergency conditions, or to expedite public traffic. When the Work is suspended for one or more calendar days by order of the Engineer, the time for completion will be increased, except as hereinafter stated.

In those instances where the Engineer orders suspension of the Work for failure by the Contractor to carry out contractual provisions, or for failure to carry out orders given by the Engineer within the limits of the Contract, the Contractor will not be entitled to an increase in the time for completion.

SECTION 109 MEASUREMENT AND PAYMENT

109-1.01 GENERAL. *Add the following:* All payments requested by the Contractor will be developed by the Contractor in a form acceptable to the Engineer. Pay estimates will be submitted by the Contractor and must be approved by the Engineer.

109-1.02 MEASUREMENT OF QUANTITIES. *Under subtitle (2) Electronic Computerized Weighing System. item (a) Computer. add the following to the end of the first sentence:* ",a CD, or a USB device."

109-1.06 PROGRESS PAYMENTS. Add the following: The City shall initiate procedures to pay the Contractor according to FGC Sec. 54-105 within 15 days after the Contractor submits to the City a bill for materials provided or services performed and a sworn statement that all employees employed on the Project by the Contractor and all subcontractors have been paid not less than the established prevailing rate of pay as determined and published by the State of Alaska, Department of Labor.

Progress payments under the Contract will be made at the request of the Contractor based upon pay estimates to be furnished by the Contractor and approved by the Engineer. The Engineer reserves the right to alter quantities claimed in the partial estimate to reflect what are, in Engineer's opinion, the true quantities for the payment time period.

109-1.08 FINAL PAYMENT. DELETE the first sentence of the first paragraph and substitute the following: When the project has been completed as provided in Subsection 105-1.15, the Contractor will prepare for approval by the Engineer the final estimate of the quantities of the various classes of work performed.

Add the following to the last sentence of the first paragraph: and the Consent of Surety Company to Final Payment form is executed and received.

PART IV - TECHNICAL & SPECIAL PROVISION

SECTIONS 200s-700s OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

202-3.01 GENERAL. Add the following paragraphs: Remove and dispose of any existing utilities that are in conflict with the construction of new utilities, including but not limited to storm drain, sanitary sewer, and water systems. Existing utilities are not to be removed until temporary services have been provided, or the new utilities have been installed, tested, and approved by the Engineer.

All existing structures that are to be abandoned within right-of-way, easements (temporary or permanent), or project limits shall have all penetrations plugged by an approved method, be saw-cut to a minimum of 4 feet below finish grade and be filled with clean backfill material.

All existing pipe or conduit that are to be abandoned within right-of-way, easements (temporary or permanent), or project limits shall have all open ends plugged by 12" of sprayed urethane foam, 4" of concrete, or filled with slurry, as shown on plans or directed by the Engineer.

202-3.03 REMOVAL OF BRIDGES, CULVERTS, AND OTHER DRAINAGE STRUCTURES.

1. Culverts and Minor Structures. Add the following after the last sentence: Any pipe that is not in conflict with the construction of new facilities shall be abandoned in place in accordance with 202-3.01 GENERAL and the plans. All removed existing storm drain. All removed drainage structures are to be delivered to City of Fairbanks Public Works yard at 2121 Peger Road.

Delete subsection 202-3.04 REMOVAL OF PIPE in its entirety and substitute the following:

202-3.04 REMOVAL OF PIPE. Contractor is to remove any pipe that is in conflict with construction of new facilities. All removed storm drain pipe, sanitary sewer conduit or water conduit is to become the property of the contractor. Any pipe or conduit that is not in conflict with the construction of new facilities shall be abandoned in place in accordance with 202-3.01 and the Plans.

Add the following subsections:

202-3.07 SUPPORT OF EXISTING POLES AND APPURTENANCES. By any means necessary, provide temporary support of existing utility poles, signal poles, luminaire poles, yard poles, anchors, fencing, and other associated poles and appurtenances which are affected by construction activities. Maintain existing power and communications, by any means necessary.

202-3.08 PROTECTION OF EXISTING PLANTS. Where plant roots are exposed by sidewalk or other structure removal operations, at the direction of the Engineer, either clip exposed roots or place roots into a temporary mulched bed and water thoroughly. Clip roots that will be under sidewalk that is not placed over street tree planting cells. Mulch roots that are back of sidewalk or will be in street tree planting cells. Where placed in a temporary mulched bed, keep damp for the full period that plant roots are exposed. Through the Engineer, coordinate with Owner by providing 48-hours' notice prior to structure removal where roots may be exposed to allow the Owner to observe removal operations and determine whether uncovered roots are to be clipped or protected.

202-5.01 BASIS OF PAYMENT. Delete the first paragraph and substitute the following:

Item 202.0001.0000 Removal of Structures and Obstructions. Payment includes removing, salvage of, disposing of, or relocating of, all structures and obstructions, abandonment of existing structures, pipe, or conduit, and everything described in the above subsections, encountered within the right-of-way, easements (temporary and permanent), and project limits, under the provisions of this subsection, that are not to be paid for under separate bid items within the bid schedule.

Payment also includes preserving, protecting, or replacing existing landscaping, structures, or other appurtenances to original/existing conditions.

Payment includes the temporary support, by any means necessary, of existing utility poles, signal poles, luminaire poles, yard poles, anchors, fencing, and other associated poles and appurtenances. Payment also includes any means necessary required to maintain existing power and communications.

Payment to provide temporary services is subsidiary and will not be paid for as extra work.

SECTION 203 EXCAVATION AND EMBANKMENT

01/20/15 (N8)

203-3.01 GENERAL. Add the following to the eighth paragraph: Disposal in wetlands is prohibited, except as described in Subsection 107-1.11.

Add the following after the eighth paragraph: The Contractor shall certify in writing to the Engineer that all permits and clearances relating to all waste disposal sites selected by the Contractor have been obtained prior to any clearing or ground disturbance in the disposal site.

11/30/2020 (HSM20-5)

203-3.04 COMPACTION WITH MOISTURE AND DENSITY CONTROL. In the second paragraph delete the words "and ATM 214".

SECTION 301 AGGREGATE BASE AND SURFACE COURSE

11/30/2020 (HSM20-5)

301-3.03 SHAPING AND COMPACTION. In the second paragraph delete the words "and ATM 214".

SECTION 308 CRUSHED ASPHALT BASE COURSE

01/20/15 (N18)

308-3.01 PULVERIZING AND MIXING. Delete the first paragraph and substitute the following: Crush or process the existing asphalt pavement so that 100% by weight passes the 2-inch sieve and 95-100% by weight passes the 1-inch sieve.

Add the following: The equipment must be capable of pulverizing a variety of asphalt surfacing and base courses. Patched and overlay areas may exist throughout the project. Surfacing and base thickness may vary from as-built thickness, and from the thickness indicated on the plans, if any are shown. Expect to find varying thicknesses and combinations of hot mix asphalt surfacing, cold mix asphalt surfacing, high float surfacing, chip seal surfacing, asphalt treated base course, and aggregate base course throughout the project extents.

SECTION 401 HOT MIX ASPHALT PAVEMENT

401-2.08 RECYCLED ASPHALT PAVEMENT. Add the following: The maximum amount of RAP in the HMA is limited to 10%.

401-2.09 JOB MIX DESIGN. Delete the last two rows of Table 401-1 HMA MARSHALL DESIGN REQUIREMENTS.

401-3.17 JOINTS. Add the following: Paving at intersection of crown shall be accomplished by paving one foot behind the crown line from one side of the crown. The crown line shall then be marked and sawcut prior to paving the opposite side of the crown.

SECTION 550

COMMERCIAL CONCRETE

09/10/21 (N90)

550-2.02 COMPOSITION OF MIXTURE – JOB MIX DESIGN. Delete Table 550-1 and substitute the following:

**TABLE 550-1
COMMERCIAL CONCRETE DESIGN REQUIREMENTS**

Class	B-B	B	W
Cementitious Material Content, minimum	658 lbs/yd ³	564 lbs/yd ³	n/a
Water-Cement Ratio, lbs/lbs, maximum	0.40	0.45	0.50
Total Air Content, %	5.5 – 6.5	5.5 – 6.5	4.0 – 6.5
Coarse Aggregate Gradation, AASHTO M 43	No. 57 or 67	No. 57 or 67	No. 7, 8, 57, or 67
Compressive Strength, psi, minimum	5,000	4,000	3,000

Alternative sizes of coarse aggregate, as shown in AASHTO M 43, may be used when approved in writing.

550-5.01 BASIS OF PAYMENT. Delete the first sentence and substitute the following: If Items 550.0001.____, 550.0002.____, 550.0003.____, 550.0004.____, 550.0005.____, or 550.0006.____ do not appear in the Bid Schedule concrete is subsidiary to other items.

**SECTION 603
CULVERTS AND STORMDRAINS**

603-1.01 DESCRIPTION. Add the following: All existing pipes to be lengthened, shortened, or modified shall be cleaned out.

603-2.01 MATERIALS. Add the following: The City of Fairbanks will supply all corrugated polyethylene pipe (CPP) for the project. Contractor shall receive the pipe at the City of Fairbanks Public Works yard at 2121 Peger Road and deliver the materials to the construction site.

Insulation

Subsection 712-2.23

01/20/15 (N21)

603-3.03 JOINING PIPE. Delete numbered subparagraphs 2.a.2) & 3) and substitute the following:

(2) Bands shall have a minimum width of 22 inches.

Delete numbered subparagraphs 2.b.2), 3) and 4) and substitute the following:

(2) Bands shall have a minimum width of 22 inches and shall have two circumferential rows of projections for each pipe end being joined.

(3) Furnish and install these bands with a gasket that resists infiltration and leakage.

Add the following subsections:

603-3.04 TESTING.

New storm drain pipe shall be verified as watertight by air testing to comply with the Alaska Department of Environmental Conservation Drinking Water requirements.

Storm drain air pressure testing shall be performed after the top lift of Subbase, Grading F has been installed.

Notify the Engineer 24 hours prior to each pressure test.

Pressure Test. Contractor shall verify water tightness of newly installed Corrugated Polyethylene Pipe by air pressure testing at 4 psi to comply with the Alaska Department of Environmental Conservation Drinking Water – Separation Distance Waiver requirements. Pipe shall be tested for 2 minutes with no pressure loss.

If pressure test fails, the Contractor shall remedy any defects and retest the pipe as many times as necessary until the pressure test is successfully performed.

Acceptance of pipe is contingent upon passing pressure test and remedy of any defects.

603-3.05 INSULATION. When crossing an existing water main, fully insulate new storm drain pipe with 2" urethane foam for 7' each side of the crossing (14 feet total). When parallel with an existing water main, insulate entire storm drain pipe with 2" urethane foam as indicated on the Plans.

Provide additional insulation to pipe or conduit where insufficient cover exists.

Insulate pipe or conduit as shown in Plans, and as directed by the Engineer in the field.

603-5.01 BASIS OF PAYMENT. Delete the second paragraph and substitute the following: Excavation, shoring, pipe bedding, backfill, and pressure testing of new City provided CPP storm drain pipe (including remedy of any defects), will not be paid for separately but are subsidiary.

Add the following: All work required to install seeding and topsoil shall not be paid separately but are subsidiary to respective 603 pay items.

The removal and reinstallation of existing signs, concrete sidewalk, curb ramps, Type 1 curb at back of curb ramp, and curb and gutter required for storm drain installation will not be paid separately but are subsidiary to respective 603 pay items.

Payment for extra insulation at areas of insufficient cover shall include all additional insulation material above normal insulation thickness; labor and supervision to complete the task shall be subsidiary to respective 603 pay items.

Removal or abandonment of existing storm drain pipe is subsidiary to pay item 202.0001.0000 Removal of Structures and Obstructions.

Add the following pay item:

PAY ITEM		
Item Number	Item Description	Unit
603.0021.0012	Corrugated Polyethylene Pipe 12 Inch	LF
603.0021.0018	Corrugated Polyethylene Pipe 18 Inch	LF
603.0021.0024	Corrugated Polyethylene Pipe 24 Inch	LF

SECTION 604 MANHOLES AND INLETS

Add the following subsection:

604-3.02 INSULATION. Insulate storm drain manholes and inlets with urethane foam or insulation board at locations and thicknesses indicated on the Plans.

604-5.01 BASIS OF PAYMENT. Delete the first paragraph and substitute the following: Excavation, shoring, bedding, and backfill are subsidiary to respective 604 pay items.

Add the following: Payment for insulating storm drain structures shall be subsidiary to respective pay items.

Removal or abandonment of existing manholes and inlets is subsidiary to pay item 202.0001.0000 Removal of Structures and Obstructions.

SECTION 608 SIDEWALKS

05/06/21 (N87)

608-2.01 MATERIALS.

1. Concrete Sidewalk. Delete the line beginning with "Joint Sealer" and substitute the following:

Joint Sealer	Hot pour joint sealant in accordance with ASTM D6690, Type IV
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05/06/21 (N80)

Add the following to list of materials:

Reinforcement	Subsection 709-2.01
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608-3.01 CONCRETE SIDEWALKS. Add the following after the second paragraph: Six inches thick sidewalks shall have 6x6 – W2.9xW2.9 Welded Wire Fabric (WWF) reinforcement placed 1.5 inches from the foundation for the entire width and length of the sidewalk unless shown on Plans otherwise. Four inches thick sidewalk shall have 6x6 – W1.4xW1.4 WWF reinforcement placed 1.5 inches from the foundation for the entire width and length of the sidewalk unless shown on Plans otherwise. Provide two inches of concrete clear cover between reinforcement and sidewalk edges.

Delete the fifth paragraph and substitute the following: Make expansion joints to the dimensions and spacing shown on the Plans, with maximum spacing of 50 feet between expansion joints, and fill with the type of preformed expansion joint filler specified. Top surface profile of the expansion point may not be recessed more than 1/4 inch from the finished sidewalk profile.

03/02/20 (N77)

Add the following paragraph: Maximum cross slope is 2.0%, unless directed otherwise by the Engineer. Any sidewalk exceeding maximum cross slope shall be replaced at the Contractor's expense.

Add the following: Provide a human guard to protect work from vandalism or surface defects for the first 24 hours during concrete cure.

All sidewalks shall have a minimum of 12 inches of Subbase, Grading F beneath.

Reinforce all concrete sidewalks with welded wire mesh, as shown on the Plans and City of Fairbanks Standard Details.

608-3.03 CURB RAMPS. Add the following after the first paragraph: Construct all curb ramp sections (ramp, upper and lower landings) of six inches thick concrete with 6x6 – W2.9xW2.9 WWF reinforcement placed 1.5 inches from the foundation for the entire width and length of the each section. Provide two inches of concrete clear cover between the reinforcement and the outside edges of the concrete.

Any sections of curb ramps exceeding maximum slopes as detailed on the Plans shall be replaced at the Contractor's expense unless previously approved by the Engineer.

608-3.03 CURB RAMPS. Add the following: Provide a human guard to protect work from vandalism or surface defects for the first 24 hours during concrete cure.

608-3.04 DETECTABLE WARNINGS. Delete the second paragraph and substitute the following: Detectable warnings shall be cast iron with a slip resistant surface, yellow finish, anchor system, and truncated dome pattern compliant with the 2006 U. S. DOT ADA Standards for Transportation Facilities. Install detectable warnings per manufacturer's recommendations.

608-5.01 BASIS OF PAYMENT. Add the following: Concrete sidewalks, curb ramps, and Type 1 curb at back of curb ramp removal and reinstallation during storm drain pipe installation will not be measured for payment and shall be subsidiary to respective 603 pay items. Typical section under sidewalk shall be 12-inches of Subbase, Grading F. These materials will not be measured for payment but are subsidiary to the storm drain pipe being installed.

Providing a human guard during concrete cure will not be paid for separately but will be subsidiary to 608 pay items.

SECTION 609 CURBING

05/06/21 (N88)

609-2.01 MATERIALS. Delete the line beginning with "Joint Sealer" and substitute the following:

Joint Sealer	Hot pour joint sealant in accordance with ASTM D6690, Type IV
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07/01/20 (N81)

Add the following to the list of materials in first paragraph:

Reinforcement	Subsection 709-2.01
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609-3.02 CAST-IN-PLACE CONCRETE CURBING. Add the following after the first paragraph: Use two longitudinally placed #4 reinforcing steel bars for the entire length of concrete curb and gutter. Place the reinforcing steel 3 inches from the bottom and 4 inches from each outside edge. Provide continuing reinforcement by lap splicing the bars by minimum overlap of 1.75 feet.

Add the following after the seventh paragraph: Provide a human guard to protect work from vandalism or surface defects for the first 24 hours during concrete cure.

All curbing shall have a minimum of 12 inches of Subbase, Grading F beneath.

609-5.01 BASIS OF PAYMENT. Add the following: Concrete curb removal and reinstallation during storm drain pipe installation will not be measured for payment and shall be subsidiary to respective 603 pay items. Typical section under curbing shall be 12-inches of Subbase, Grading F. These materials will not be measured for payment but are subsidiary to the storm drain pipe being installed.

Providing a human guard during concrete cure will not be paid for separately but will be subsidiary to 608 pay items.

SECTION 615 STANDARD SIGNS

01/20/15 (N27)

615-3.01 CONSTRUCTION REQUIREMENTS. Delete numbered subparagraph 8 in its entirety and substitute the following:

8. All materials and finished signs are subject to inspection and acceptance in place.
 - a. Surfaces exposed to weathering must be free of defects in the coating.

- b. Finished signs must be clean and have no chatter marks, burrs, sharp edges, loose rivets, delaminated reflective sheeting, oxidation, corrosion, other blemishes, aluminum marks, or unapproved coatings. Do not make repairs to the face sheet.
- c. Replace any finished sign not meeting a. and b. with a replacement sign at no cost to the Department.

11/01/16 (N68)

615-5.01 BASIS OF PAYMENT. Add the following: The removal and reinstallation of existing signs will not be measured for payment but are subsidiary to respective 603 pay items.

Delete the first sentence and substitute the following: Sign posts, bases, mounting hardware and all traffic control devices necessary for removal, installation, reconstruction, or maintenance of 615 Pay Items are subsidiary.

Delete Section 618 in its entirety and substitute the following:
02/01/20 (N30)

SECTION 618 SEEDING

618-1.01 DESCRIPTION. It is the intent of this work that a uniform living vegetative cover be established according to the Plans and Specifications. This work consists of soil preparation, seeding, fertilizing, mulching, and establishing, and maintaining vegetated areas.

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

Seed	Section 724
Fertilizer	Section 725
Mulch	Subsection 727-2.01
Water	Subsection 712-2.01

CONSTRUCTION REQUIREMENTS

618-3.01 SOIL PREPARATION. Clear all areas to be seeded of stones 4" and larger in diameter and of all weeds, plant growth, sticks, stumps and other debris or irregularities which may interfere with the seeding, establishment, and maintenance of the vegetated areas.

Prior to the application of seed, prepare slopes using one or more of the following methods, or as approved by the Engineer:

1. Manual Raking – Requires manual labor with landscaping rakes to produce a uniform pattern of grooves perpendicular to the fall of the slope.
2. Mechanical Raking - Requires the use of a scarifying slope board to produce grooves with an approximate width and depth of 1", and no more than 6" apart. The resultant indentations shall leave a uniform pattern of grooves perpendicular to the fall of the slope.
3. Mechanical Track Walking - Requires operating tracked equipment in such a manner as to leave a uniform pattern of grooves perpendicular to the fall of the slope.

618-3.02 SEEDING SEASON. Perform seeding after the ground is free of snow and no sooner than May 15 and no later than August 15. Perform seeding when wind conditions, climatic conditions, and soil conditions will not hinder seeding and establishment.

618-3.03 APPLICATION METHOD. Use the Hydraulic Method. You must obtain the Engineer's permission to use the Mechanical Method.

Hydraulic Method:

1. Seeding by the hydraulic method consists of furnishing and placing a slurry of dye, seed, fertilizer, trace mulch, water, and a second application of mulch.
2. Do not place seed in the slurry prior to 30 minutes before application.
3. Add the proportionate amount of seed to the water slurry in the hydraulic seeder after the proportionate amounts of trace mulch and fertilizer have been added.
4. Apply the slurry mixture in a manner that results in an even distribution of all materials. Apply seed, fertilizer, and trace mulch together in one application.
5. Hydraulic seeding equipment must maintain continuous slurry agitation so that a homogeneous, uniform mixture is applied through a spray nozzle, for the complete tank load. The pump must be capable of producing sufficient pressure to maintain a continuous, nonfluctuating spray capable of reaching the extremities of the seeding area with the pump & nozzle unit located on the roadbed. Provide sufficient hose to reach areas not practical to seed from the pump & nozzle unit situated on the road bed.
6. A second application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

Mechanical Method:

1. Use mechanical spreaders, seed drills or other approved mechanical seeding equipment when seed and fertilizer are to be applied in dry form.
2. Water seeding area both prior to and after the application of fertilizer.
3. Spread fertilizer separately from seed.
4. An application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

618-3.04 APPLICATION RATE. Apply seed, fertilizer, and trace mulch at the rates specified in the table below:

MATERIALS	TYPE	APPLICATION RATE PER 1,000 SQUARE FEET
Seed*	'Nortran' Tufted Hairgrass	1.0 lb
	'Wainwright' Slender Wheatgrass	0.4 lb
	'Arctared' Red Fescue	0.4 lb
	Annual Ryegrass	0.2 lb
	Total	2 lb
Fertilizer	20-20-10	20 lb
Trace mulch**	See Subsection 727-2.01	20 lb

* Do not remove the required tags from the seed containers.

** Trace mulch application rate may be adjusted according to the manufacturer's recommendations when approved by the Engineer. Trace mulch is not required for mechanical seeding.

618-3.05 MAINTENANCE. Protect seeded areas against erosion and sedimentation. Protect seeded areas against traffic by approved warning signs or barricades. Water seeded areas, in a non-erosive manner, as required to establish a uniform living perennial vegetative cover. Be responsible for identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas. The second application of mulch shall be maintained so it properly performs its temporary stabilization function until final stabilization is achieved. Rescarify, reseed, refertilize and remulch unproductive areas as directed by the Engineer.

618-3.06 PERIOD OF ESTABLISHMENT. The establishment period extends until a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

618-3.07 ACCEPTANCE. The Engineer will accept seeding when a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

618-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

618-5.01 BASIS OF PAYMENT. Seeding shall not be measure for payment but shall be subsidiary to respective 603 pay items. Work shall include all labor, materials, supervision, preparation, and incidentals.

Watering seeded areas per Subsection 618-3.05 will not be measured directly for payment and is subsidiary.

Identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas will not be measured directly for payment and is subsidiary.

**SECTION 620
TOPSOIL**

620-2.01 MATERIALS. Add the following: The topsoil shall be approved by the Engineer prior to placing on the project.

620-5.01 BASIS OF PAYMENT. Add the following:

Topsoil shall not be measure for payment but shall be subsidiary to respective 603 pay items. Work shall include all labor, materials, supervision, preparation, and incidentals.

**SECTION 626
SANITARY SEWER SYSTEMS**

626-5.01 BASIS OF PAYMENT. Add the following:

Adjust flushwell payment shall include labor, supervision, equipment, and incidentals for all the work described. This includes supplying and installing necessary equipment, removal and disposal of debris, replacement of broken frames, collars, and lids. Removal of sewer piping is subsidiary.

Payment will be made under:

Pay Item	Pay Unit
626.2014.0000 Adjust Flushwell	Each

**SECTION 639
DRIVEWAY**

639-5.01 BASIS OF PAYMENT. Add the following:

All work required to prepare the driveway subgrade for the installation of the HMA is subsidiary to pay item 639.0001.0000. Work shall include all material, labor, supervision, excavation, and incidentals. HMA for driveways will be paid under 401.0001.002B pay item.

**SECTION 640
MOBILIZATION AND DEMOBILIZATION**

640-1.01 DESCRIPTION. Add the following: This item shall also consist of final project closeout and cleanup operations, including, but not limited to, those necessary for the removal of equipment, supplies,

incidentals, and debris from the project site, cleaning the streets and sidewalks of all soils and construction debris, correction of all deficiencies in the work, and for all other work required by the Engineer which must be performed, or costs incurred, prior to final acceptance by the City not paid for by other contract pay items.

640-4.01 METHOD OF MEASUREMENT. *Delete in its entirety and substitute the following:*

1. When you earn five percent (5%) of the original Contract amount from other bid items: fifty percent (50%) of the amount bid for mobilization and demobilization, or five percent (5%) of the original contract amount, which is less, will be paid.
2. The remaining balance of the amount bid for this item will be paid upon completion of all work required under the Contract.

Delete Section 641 in its entirety and substitute the following:

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

4/18/23 (N91)

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

Section 641 shall be used as a general guidance document for this project in terms of content and pay items. The contractor shall ensure this project is completed in compliance with the new ADEC storm water requirements for construction projects. See the Alaska Department of Environmental Conservation (ADEC) Storm Water webpage at <http://dec.alaska.gov/water/wnpspc/stormwater/index.htm> for the construction site storm water plan review and inspection requirements applicable to this project.

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

ACTIVE TREATMENT SYSTEM (ATS) OPERATOR. See CGP Appendix C.

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

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC). The state agency authorized by EPA to administer the Clean Water Act's National Pollutant Discharge Elimination System.

ALASKA GENERAL PERMIT FOR EXCAVATION, DEWATERING (Excavation Dewatering Permit). The permit authorizing excavation dewatering discharges from Construction Activities.

ALASKA MULTI-SECTOR GENERAL PERMIT (MSGP). The permit authorizing stormwater discharges associated with Industrial Activity.

ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM (APDES). A system administered by DEC that issues and tracks permits for stormwater discharges.

BEST MANAGEMENT PRACTICES (BMPS). See CGP Appendix C.

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

CONSTRUCTION ACTIVITY. Ground disturbing activity by the contractor, subcontractor or utility company; that may result in erosion, sedimentation, or a discharge of pollutants into stormwater. See CGP Appendix C.

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

U.S. ARMY CORPS OF ENGINEERS PERMIT (COE PERMIT). A COE permit for construction in waters of the U.S. May be issued under Section 10 of the Rivers and Harbors Act of 1899, or Section 404 of the Clean Water Act.

ELECTRONIC NOTICE OF INTENT (ENOI). See CGP Appendix C.

ELECTRONIC NOTICE OF TERMINATION (ENOT). See CGP Appendix C.

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

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

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

FINAL STABILIZATION. See CGP, Appendix C, "Stabilization."

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

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

OPERATOR(S). The party(s) responsible to obtain CGP permit coverage. CGP, Appendix C.

1. Contractor – the Contractor is an Operator inside and outside the Project Zone.
2. Department – the Department is an Operator inside the Project Zone.

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

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

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

QUALIFIED PERSON. See CGP Appendix C and Subsection 641-1.04.

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.

STORM EVENT. See CGP Appendix C.

STORM WATER POLLUTION PREVENTION PLAN TWO (SWPPP2). The Contractor's plan for compliance with both the CGP and MSGP construction activities outside the Project Zone.

SUPERINTENDENT. The Contractor's duly authorized representative with authority and responsibility for the overall operation of the Project, and Contractor furnished sites and facilities.

SWPPP AMENDMENT. A modification to the SWPPP. CGP Part 5.0.

SWPPP MANAGER. The Contractor's Qualified Person with authority and responsibility. CGP Appendix C.

SWPPP PREPARER. The Contractor's Qualified Person with authority and responsibility. CGP Appendix C.

SWPPPTRACK. Software subscription service version SWPPPTrack DOT AK developed and provided by SWPPPTrack AK LTD, for use on construction projects that require coverage under the APDES CGP.

TEMPORARY STABILIZATION. See CGP Appendix C. See "Stabilization."

641-1.02.01 REFERENCE. A complete list of websites and documents referenced herein can be found at the DOT&PF Statewide Design and Engineering Services Stormwater webpage.

DEC Permit information can be found at the DEC Division of Water webpage. SWPPP preparation documents can be found at the DOT&PF Design and Engineering Services Stormwater webpage. Construction forms are found at the DOT&PF Design and Engineering Services Construction Forms webpage.

641-1.03 PLAN AND PERMIT SUBMITTALS.

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

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

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

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

After the SWPPP is approved and certified by the Department using Form 25D-109, the Contractor must certify the approved SWPPP using Form 25D-111. See Subsection 641-1.03.4 for further SWPPP submittal requirements.

2. Hazardous Material Control Plan. The HMCP Template can be found at the DOT&PF Construction Forms webpage. The HMCP submittal and review timeline, and signature requirements are the same as the SWPPP.
3. Spill Prevention, Control and Countermeasure Plan. When a SPCC Plan is required under Subsection 641-2.03, submit an electronic copy of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.
4. CGP Coverage. The Contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project. Do not use the SWPPP for Construction Activities outside the Project Zone where the Department is not an operator. For Construction Activities outside the Project Zone, the Contractor must use a SWPPP2. Department approval is not needed for a SWPPP2.

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

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

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

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

5. DEC SWPPP Review. When CGP Part 2.1.3 or 2.1.4, requires DEC SWPPP review:
 - a. Transmit a copy of the Department-approved SWPPP to DEC using delivery receipt confirmation;
 - b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven (7) days of receiving the confirmation; and
 - c. Retain a copy of delivery receipt confirmation in the SWPPP.
6. Local Government SWPPP Review. When local government or the CGP Part 2.1.4, requires local government review:
 - a. Transmit a copy of the Department-approved SWPPP and other information as required to local government, with the required fee. Use delivery receipt confirmation;

- b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven days of receiving the confirmation;
 - c. Transmit a copy of any comments by the local government to the Engineer within seven days of receipt;
 - d. Amend the SWPPP as necessary to address local government comments and transmit SWPPP Amendments to the Engineer within seven days of receipt of the comments;
 - e. Include a copy of local government SWPPP review letter in the SWPPP; and
 - f. File a notification with local government that the project is ending.
7. Modifying Contractor's eNOI. When required by the CGP Part 2.7, modify your eNOI to update or correct information within 30 calendar days of the change. Reasons for modification are found in the CGP Part 2.7.1. The Contractor must submit an eNOT instead of an eNOI modification when the operator has changed. The new operator must file an eNOI to obtain permit coverage.

641-1.04 PERSONNEL QUALIFICATIONS. Provide documentation in the SWPPP that the individuals serving in these positions meet the personnel qualifications. The Department accepts the following certificates as equivalent to AK-CESCL: CPESC, Certified Professional in Erosion and Sediment Control or CISEC, Certified Inspector in Sediment and Erosion Control, which are found in the CGP Appendix C and repeated below.

Table 641-1.04 Personnel Qualifications

Personnel Title	Required Qualifications
SWPPP Preparer	Current certification as a Certified Professional in Erosion and Sediment Control (CPESC); OR Current certification as AK-CESCL, and at least two years' experience in erosion and sediment control, as a SWPPP Manager or SWPPP writer, or equivalent. OR Professional Engineer registered in the State of Alaska with current certification as AK-CESCL.
Superintendent	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4
SWPPP Manager	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4
Active Treatment System Operator	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4. ATS operator should possess a recognized certification, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to meet the ATS requirement.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

1. eNOI and eNOT. The eNOI, eNOT, and eNOI Modifications must be signed and certified by a responsible corporate officer according to CGP Appendix A, Part 1.12. Signature and certification authority for the eNOI and eNOT cannot be delegated.
2. Delegation of Signature Authority for Other SWPPP Documents and Reports. Use Form 25D-108 to delegate signature authority and certification authority to the Superintendent position, according to CGP Appendix A, Part 1.12.3, for the SWPPP, inspection reports and other reports required by the CGP.

The Superintendent position is responsible for signing and certifying the SWPPP, inspection reports, and other reports required by the CGP, except the eNOI, eNOI Modifications, and eNOT.

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

3. Subcontractor Certification. Subcontractors must certify on Form 25D-105, that they have read and will abide by the CGP and the conditions of the project SWPPP.
4. Signatures and Initials. Where documents are completed in SWPPPTrack, utilize SWPPPTrack to sign and initial documents. When documents are not completed in SWPPPTrack (e.g. Form 25D-111 SWPPP Certification for Contractor), upload scanned copies after signing and initialing the documents into SWPPPTrack.

641-1.06 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE.

1. The Department and the Contractor are jointly responsible for permitting and permit compliance within the Project Zone.
2. The Contractor is responsible for permitting and permit compliance for all construction support activity in the Project Zone and outside the Project Zone. The Contractor has sole responsibility for compliance with DEC, COE and other applicable federal, state, and local requirements, and for securing all necessary clearances, rights, and permits. The Contractor shall be responsible for protection, care, and upkeep of all work, and all associated off-site zones. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.
3. The Contractor is responsible for obtaining an Excavation Dewatering Permit (AKG002000) if construction activities are within 1,500 feet of a DEC-identified contaminated site or groundwater plume.
4. An entity that owns or operates, a commercial plant (as defined in Subsection 108-1.01.4) or material source or disposal site outside the Project Zone, is responsible for permitting and permit compliance. The Contractor has sole responsibility to verify that the entity has appropriate permit coverage. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.
5. The Department is not responsible for permitting or permit compliance, and is not liable for fines resulting from noncompliance with permit conditions:
 - a. For areas outside the Project Zone;
 - b. For Construction Activity and Support Activities outside the Project Zone; and
 - c. For commercial plants, commercial material sources, and commercial disposal sites.

641-1.07 UTILITY. (Reserved for Regions)

641-1.08 USE OF SWPPPTRACK. The Contractor is responsible for purchasing and contracting with SWPPPTrack AK LTD for the use of the SWPPPTrack software application and services until final stabilization is achieved and the eNOT has been completed. Contact SWPPPTrack Alaska Support at (888) 401-1993 or AKSupport@SWPPPTrack.com for project fees, setup coordination, device requirements, and training.

Perform and document all inspections required by the CGP and the SWPPP with SWPPPTrack and populate all inspection fields accurately to represent current project conditions. Complete the following forms using SWPPPTrack:

1. SWPPP Construction Site Inspection Report (25D-100)

2. SWPPP Grading & Stabilization Activities Log (25D-110)
3. SWPPP Corrective Action Log (25D-112)
4. SWPPP Amendment Log (25D-114)
5. SWPPP Daily Record of Rainfall (25D-115)
6. SWPPP Training Log (25D-125)
7. SWPPP Project Staff Tracking (25D-127)

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

1. SWPPP Preparer and Pre-Construction Site Visit.

Use a SWPPP Preparer to develop the SWPPP in accordance with the CGP, DEC and Department SWPPP templates. See Subsection 641-1.02.01 for guidance and templates. The SWPPP Preparer must conduct a pre-construction inspection at the Project Site before Construction Activity begins. If the SWPPP Preparer is not a Contractor employee, the SWPPP Preparer must visit the site accompanied by the Contractor. Give the Department at least seven days advance notice of the site visit, so that the Department may participate.

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

2. Developing the SWPPP.

Use the Department's ESCP, Environmental commitments, and other Contract documents as a starting point for developing the SWPPP.

Develop the SWPPP with sections and appendices, according to the DEC CGP SWPPP template and DOT&PF SWPPP template. Include information required by the Contract and described in the CGP Part 5.0. Use SWPPP forms found at the DOT&PF Construction Forms website.

Compile the SWPPP in three ring binders with tabbed and labeled dividers for each appendix. One electronic copy of the SWPPP must be submitted as a single PDF file.

3. SWPPP Considerations and Contents.

- a. The SWPPP must provide erosion and sediment control measures for all Construction Activity within the Project Zone. Construction Activity outside the Project Zone must have permit coverage and document permit compliance according to a SWPPP2.
- b. The SWPPP must consider the activities of the Contractor and all subcontractors and utility companies performing work in the Project Zone. The SWPPP must describe the roles and responsibilities of the Contractor, subcontractors, utility companies, and the Department with regard to implementation of the SWPPP. The SWPPP must identify all operators for the project, including utility companies performing Construction Activity, and identify the areas:
 - (1) Over which each operator has operational control, and;
 - (2) Where the Department and Contractor are co-operators.
- c. For work outside the Project Zone the SWPPP must identify the entity that has stormwater permit coverage, the operator, and the areas that are:
 - (1) Dedicated to the project and where the Department is not an operator; and
 - (2) Not dedicated to the project, but used for the project.
- d. The SWPPP must meet all CGP requirements. Utilize the DEC CGP SWPPP Template in conjunction with the DOT&PF SWPPP Template to develop the SWPPP.
- e. Comply with the CGP Part 1.4.3 Authorized Non-Storm Water Discharges.

- f. If the project discharges to a Tier III, Outstanding Natural Resource Water, comply with CGP Part 2.1.6. Submittal deadlines apply prior to filing an eNOI and beginning construction activities. As noted, none have been designated in the state of Alaska as of the issuance of the 2021 CGP.
 - g. There are special requirements in the CGP Part 3.2, for stormwater discharges into an impaired water body, and they may include monitoring of stormwater discharges. The Contractor is responsible for monitoring and reporting outside the Project Zone.
 - h. Describe the sequence and timing of activities that disturb soils and BMP implementation and removal. Phase earth disturbing activities to minimize unstabilized areas, and to achieve temporary or final stabilization. Whenever practicable incorporate final stabilization work into excavation, embankment and grading activities. Include drawings showing each phase of the project with the BMPs implemented in the phase.
 - i. Delineate the site according to CGP Part 4.2.1.
 - j. Minimize the amount of soil exposed and preserve natural topsoil on site, unless infeasible according to the CGP Part 4.2.2.
 - k. Describe methods and time limits, to initiate temporary or final soil stabilization. Comply with stabilization requirements in the CGP Part 4.5.
 - l. If construction will cease during winter months, describe all requirements for winter shutdown according to the CGP Part 4.12.
 - m. Plans for ATS must meet with the requirements in the CGP Part 2.1.5 and 4.6.
 - n. Design all temporary BMPs to accommodate a two year 24-hour storm event. All installed control measures must be described and documented in the SWPPP, according to the CGP Part 5.3.6. All installed BMPs must include a citation from a published BMP Manual, publication, or manufacturers specification used as a source, or include a statement "No BMP Manual was used for this design." If using out of state BMPs follow the instructions in the SWPPP Guide, found at the DOT&PF Stormwater webpage.
 - o. Provide a legible site map or set of maps in the SWPPP, showing the entire site and identifying boundaries of the property where construction and earth-disturbing activities will occur. Include all the elements described in the CGP Part 5.3.5, and DEC CGP SWPPP Template Section 5.0.
 - p. Identify the inspection frequency in the SWPPP according to the CGP Part 6.1.
 - q. Linear Project Inspections, described in CGP Part 6.5, are not applicable to this contract.
 - r. The SWPPP must cite and incorporate applicable requirements of the project permits, environmental commitments, COE permit, and commitments related to historic preservation. Make additional consultations or obtain permits as necessary for Contractor specific activities that were not included in the Department's permitting and consultation.
 - s. The SWPPP is a dynamic document. Keep the SWPPP current by noting installation, modification, and removal of BMPs, and by using amendments, SWPPP amendment logs, inspection reports, corrective action logs, records of land disturbance and stabilization, and any other records necessary to document stormwater pollution prevention activities and to satisfy the requirements of the CGP and this specification. See Subsection 641-3.03 for more information.
4. Recording Personnel and Contact Information in the SWPPP.
Identify the SWPPP Manager as the Storm Water Lead and Stormwater Inspector positions in the SWPPP. Document the SWPPP Manager's responsibilities in Section 2.0 Stormwater Contacts, of the SWPPP template and:
- a. Identify that the SWPPP Manager does not have authority to sign inspection reports (unless the SWPPP Manager is also the designated project Superintendent).
 - b. Identify that the SWPPP Manager cannot prepare the SWPPP unless the SWPPP Manager meets the Contract requirements for the SWPPP Preparer.
- Include in the SWPPP proof of AK-CESCL or equivalent certifications for the Superintendent and SWPPP Manager, and for any acting Superintendent and acting SWPPP Managers. If the Superintendent or SWPPP Manager is replaced permanently or temporarily, by an acting Superintendent or acting SWPPP Manager; record in the SWPPP (use Form 25D-127) the names of the replacement personnel and date of replacement. For temporary personnel, record their beginning and ending dates.

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

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

The Department will provide proof of AK-CESCL, or equivalent certifications for the Department's Project Engineer, Stormwater Inspectors, and Monitoring Person (if applicable), and names and dates they are acting in that position. Include the Department's staff certifications in Appendix E. Include Department's staff names, dates acting, and assignments in Section 2.0 of the SWPPP and Form 25D-127.

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

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

641-2.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC Plan) REQUIREMENTS.

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

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

Reference the SPCC Plan in the HMCP and SWPPP.

641-2.04 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT AND SWPPP MANAGER.

The Superintendent shall certify the SWPPP, inspection reports, and other reports required by the CGP, except the eNOI and eNOT. The Superintendent may not delegate the task or responsibility of signing and certifying these documents.

The Superintendent may assign certain duties to the SWPPP Manager.

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

When Bid Item 641.0007.____ is part of the Contract, the SWPPP Manager must be a different person than the Superintendent and must be available at all times to administer SWPPP requirements, and be physically present within the Project Zone or the project office, when construction activities are occurring.

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

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

641-2.05 MATERIALS.

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

Use the seed mixture specified in the contract or as directed by the Engineer.

Use soil stabilization material as specified in Section 727.

Use silt fences as specified in Section 729.

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

641-3.01 CONSTRUCTION REQUIREMENTS.

Comply with the SWPPP and the requirements of the CGP Part 5.0.

1. Before Construction

The following actions must be completed before Construction Activity begins:

- a. The SWPPP Preparer must visit the project, the visit must be documented in the SWPPP using Form 25D-106, and the SWPPP must be developed or amended with findings from the visit.
- b. The SWPPP must be approved by the Engineer on Form 25D-109.
- c. The Contractor must be authorized to begin work by the Engineer.
- d. The Project must have an eNOI for the Department and for the Contractor.
- e. The Department approved SWPPP must be submitted to DEC and Local Government per CGP Part 2.1.2, Part 2.1.4, and Part 2.4.1.
- f. The Contractor has transmitted to the Engineer an electronic copy of the approved SWPPP.
- g. The Delegation of Authority forms 25D-108 and 25D-107 for both the Contractor and Engineer are signed.
- h. Main entrance signage must meet requirements of CGP Part 5.10.2.
Post notices on the outside wall of the Contractor's project office, and near the main entrances of the construction project. Protect postings from the weather. Locate postings so the public can safely read them without obstructing construction activities or the traveling public (for example, at an existing pullout). Do not use retroreflective signs for the SWPPP posting. Do not locate SWPPP signs in locations where the signs may be confused with traffic control signs or devices. Update the notices if the listed information changes.
- i. Track precipitation according to CGP Part 7.3.9. Submit the method to track precipitation to the Engineer for approval.
- j. Complete all setup and training required to implement SWPPPTrack.
- k. Complete the upload of the BMP inventory into SWPPPTrack.

2. During Construction

- a. Delineate the site according to the CGP Part 4.2.1.
- b. Install required BMPs according to the SWPPP prior to the initiation of ground disturbance.
- c. Document subcontractors. Provide a copy of the SWPPP and the CGP to all subcontractors and utility companies before they begin soil disturbing activities, and verify they understand and comply with the SWPPP and CGP and:
 - (1) Document all subcontractors and utility companies that may work on the site, according to the CGP Part 5.3.1, and SWPPP Section 1.2.

- (2) Require subcontractors and utility companies to sign the SWPPP Subcontractor Certification (Form 25D-105). Include in the signed Form in the SWPPP Appendix E.
 - (3) Inform subcontractors and utility companies in a timely manner of SWPPP amendments that affect them. Coordinate with subcontractors and utility companies to protect BMPs, including temporary and final stabilization from damage.
 - (4) Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the SWPPP and the CGP.
 - d. Provide ongoing training to all employees, subcontractors and utility companies, in according to the CGP Part 4.14. Training must:
 - (1) Be given no less than once a month during construction activity;
 - (2) Be documented in the SWPPP Training Log using Form 25D-125. Include the training record in the SWPPP Appendix I.
 - e. Protection and Restoration. Comply with Subsection 107-1.11.
 - f. Good housekeeping measures to comply with the SWPPP and CGP 4.8.
 - g. Control measures. Comply with the SWPPP and CGP Part 5.3.6 including:
 - (1) Maintain BMPs.
 - (2) Comply with requirements of the HMCP and SPCC Plan, if applicable and all local, state and federal regulations that pertain to the handling, storage, containment, cleanup, and disposal of petroleum products or other hazardous materials.
 - (3) Keep the SWPPP and HMCP current (refer to Subsection 641-2.01.3, SWPPP Considerations and Contents).
- 3. Winter Construction
If winter construction activity occurs, the project must have appropriate BMPs in place CGP Part 4.12.2. Inspections can be reduced to once per month if the project meets the requirements in the CGP Part 6.2.4.
- 4. Storm Water Discharge Pollutant Reporting Requirements.
If an incident of non-compliance occurs that may endanger health or the environment a report must be made, CGP, Appendix A, Part 3.4.

A permit non-compliance is considered any type of pollutant, such as turbidity or petroleum that enters storm water runoff and flows into a receiving water body, MS4, or wetland that is connected to waters of the U.S.

- a. Immediately report the incident to the Engineer verbally;
 - b. Report to DEC verbally within 24 hours after the permittee becomes aware of the incident, and;
 - c. Report to DEC in writing within five days after the permittee becomes aware of the circumstances. To report in writing, complete the written noncompliance report on Form 25D-143, and file the written report with DEC. Coordinate the report with the Engineer. Include in the report:
 - (1) A description of the noncompliance and its causes;
 - (2) The exact dates and times of noncompliance;
 - (3) If not yet corrected the anticipated time the project will be brought back into compliance, and;
 - (4) The corrective action taken or planned to reduce, eliminate and prevent reoccurrence.
 - d. Notify the Engineer immediately if there is incident of noncompliance with COE Permits. The Engineer will notify the COE.
- 5. Hazardous Materials Reporting Requirements.
Any release of a hazardous substance must be reported immediately to the Engineer as soon as the person has knowledge of the discharge.

Report spills of petroleum products or other hazardous materials to the Engineer and other agencies as required by law, and according to CGP Part 9.3.

- a. To water; any amount released must be reported immediately to the Engineer, DEC, and the Coast Guard.
 - b. To land:

- (1) Any release of a petroleum product in excess of 55 gallons must be reported as soon as the person has knowledge of the discharge CGP Part 9.3.2.
 - (2) Any release of a petroleum product in excess of 10 gallons but less than 55 gallons must be reported to the Engineer and must be reported to DEC within 48 hours after the person has knowledge of the discharge CGP Part 9.3.2.
 - (3) Any release of a petroleum product in excess of 1 gallon to 10 gallons must be recorded and logged and provided to DEC on a monthly basis.
 - c. Use the HMCP and SPCC Plan (if available) for contact information to report spills to regulatory agencies.
 - d. Implement measures to prevent the reoccurrence of and to respond to such releases.
 - e. Prior to disposal of contaminated material, submit a Contaminated Media Transport and Treatment Disposal Approval Form to DEC Spill Prevention and Response. Dispose as approved by DEC.
6. Corrective Action and Maintenance of BMPs.
Implement maintenance as required by the CGP Part 4.13 and Part 8.0, SWPPP, and manufacturer's specifications, whichever is more restrictive.
 - a. Implement corrective action to comply with the CGP Part 8.0 and the SWPPP.
 - b. Corrective action deadlines and documentation:
 - (1) Corrective actions must be completed according to CGP Part 8.2.
 - (2) Document corrective actions in the Corrective Action Log (25D-112) according to the SWPPP, CGP Part 8.3 and Part 5.9.2.
If a different BMP is installed to correct the condition leading to the corrective action a SWPPP Amendment must be completed.
 - (3) If a corrective action is not completed according to the CGP 8.2, document the conditions in the Corrective Action Log, notify the Engineer, and implement the corrective action as soon as possible.
The Engineer may assign a new complete-by date using a Delayed Action Item Report, Form 25D-113 (DAIR Form), if the Contractor is unable to complete the corrective action within the required timeframe. The DAIR Form can only be authorized and completed by the Engineer.
 - c. All new and remaining existing storm drain system downstream of new storm drain has been cleaned after construction.
7. Stabilization.
 - a. All Soil Stabilization requirements must be met in accordance with CGP Part 4.5 and the SWPPP.
 - b. 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.
 - c. Apply temporary seed and stabilization measures after preparing the surface to reduce erosion potential and to facilitate germination and growth of vegetative cover according to Section 618.
 - d. Apply permanent seed and stabilization measures after land-disturbing activity has permanently ceased. Comply with the CGP, SWPPP, and the contract Sections 618, 724, and 727.
 - e. Incorporate final or temporary stabilization immediately after installing culverts or drainage structures to satisfy CGP Part 4.5, the SWPPP and the Engineer. Stabilize under any bridges, and in areas upstream and downstream of culverts, drainages and areas disturbed by related construction activities after installation, or before deactivating stream bypass or diversion.
 - f. Stabilization before Fall Freeze up and Spring Thaw.
Stabilize Construction Activities within the Project Zone with appropriate BMPs prior to the anticipated date of fall freeze up, in accordance with the SWPPP and CGP, Part 4.12.

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

- (1) Where temporary stabilization activities are precluded by snow cover or frozen ground conditions prior to the anticipated date of fall freeze up, stabilization measures must be initiated as soon as practicable following the actual spring thaw.
 - (2) When winter construction activity is authorized by the Engineer and conducted according to the contract.
8. Ending CGP Coverage.
- a. The Engineer will determine the date that all the following conditions for ending CGP coverage have been met within the Project Zone:
 - (1) Land disturbing activities have ceased;
 - (2) Final Stabilization has been achieved on all portions of the Project Zone, according to the CGP 4.5.2 (including at Department furnished material sources, disposal sites, staging areas, equipment areas, etc.), and;
 - (3) Temporary BMPs have been removed.
 - b. After the Engineer has determined the conditions have been met for submitting an NOT in accordance to CGP Part 10.2, the Department will:
 - (1) Send written notice to the Contractor with the date that the conditions were met;
 - (2) Submit an eNOT to DEC within 30 days, and;
 - (3) Provide a copy of the eNOT and DEC's acknowledgement letter to the Contractor.
 - c. If the Contractor's CGP eNOI acreage includes Support Activities and any other areas where the Department is not an Operator, the Contractor may not be able to file an eNOT at the same time as the Department.
 - d. The Contractor must submit a copy of each signed eNOT and DEC's acknowledgement letter to the Department within three days of filing the eNOT or receiving a written response. Insert the eNOT and DEC acknowledgement letter in SWPPP Appendix Q.
 - e. The Contractor is responsible for coordinating local government inspections of work and ending permit coverage with local government. See Subsection 641-1.03.6 for more information.
9. Ending BMP Maintenance in the Project Zone.
The Contractor is responsible for continuing inspections, BMP maintenance and SWPPP updates until permit coverage is ended.
10. Transmit final SWPPP.
Transmit one electronic copy of the final SWPPP, including all SWPPP documents, to the Engineer, when the Contractor's eNOT is filed, or within 30 days of the Department's eNOT being filed, whichever is sooner. Collate all documents into a single electronic file before transmittal.

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

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

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

Retain records and a copy of the SWPPP, for at least three years after the date of eNOT according to the CGP Part 9.4.

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

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

Perform inspections, prepare Inspection Reports, and prepare SWPPP Amendments in compliance with the SWPPP and the CGP using Department forms found at the DOT&PF Construction Forms website.

1. Inspection during Construction.

Conduct Inspections according to the schedule and requirements of the SWPPP and CGP Part 6.0. When the project is on a 14 calendar day inspection frequency, conduct Post-Storm Event Inspections within 24 hours of the end of a storm event, as required, in addition to the 14 day predetermined inspection cycle.

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

- a. One of the inspectors is not on site, access is only by air, and weather delayed or canceled flights;
- b. One of the inspectors is sick;
- c. The project is on a reduced frequency inspection schedule with no staff on site, the only access to the site is by air, and it is economical to send only one inspector, or;
- d. When the Engineer determines a safety concern that makes joint inspection impracticable.

When this is the case, the Operator who conducts the inspection must provide a copy of the Inspection Report to the other Operator within three days of the inspection date and document the date of the report transmittal in SWPPP Appendix K.

2. Inspection Reports.

Use only the Department SWPPP Construction Site Inspection Report, Form 25D-100, to record inspections. Changes or revisions to Form 25D-100 are not permitted, except for adding or deleting data fields that list Location of Discharge Points and Site Specific BMPs. Complete all fields in the Inspection Report; do not leave any fields blank.

Refer to the DOT&PF Construction Forms webpage for instruction to complete Form 25D-100.

The Superintendent or SWPPP Manager must review and correct all errors within three days of the date of inspection.

Inspection Reports must be signed by the person described in the CGP Appendix A, Part 1.12 or by a duly authorized representative of that person. Only the Superintendent can certify the Inspection Form.

Insert a Complete-by-Date for each corrective action listed that complies CGP Part 8.2.

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

The Engineer may coordinate with the Superintendent to review and correct any errors or omissions before the Superintendent signs the report. Corrections are limited to adding missing information or correcting entries to match field notes and conditions present at the time the inspection was performed. The signed and certified Inspection Report must be provided to the Engineer on the same day the Superintendent signed the form.

The Engineer will sign and certify the Inspection Report and will return the original to the Contractor within three working days if compliant with the CGP and SWPPP.

If the Inspection Report is not compliant with the CGP or SWPPP the Engineer may make corrections after the Superintendent has signed and certified the Inspection Report. The Engineer will initial and date each correction. If the Engineer makes corrections, the Superintendent must recertify the Inspection Report by entering a new signature and date in the white space below the original signature and date lines. Send a copy of the recertified Inspection Report to the Engineer on the day it is recertified.

When a correction is required to an Inspection Report that was already certified by both the Superintendent and Engineer, follow directions given below:

If subsequent corrections are required for a certified Inspection Report 25D-100, document the corrections in an addendum memo that addresses only the omitted or erroneous portions of the original Inspection Report. The Superintendent and the Engineer must both sign and certify the updated Inspection Report and addendum memo. File the corresponding Inspection Report and memo in the SWPPP Appendix K and update the amendment log. The issuance of an addendum memo does not relieve the Contractor of liquidated damages that may have been incurred as a result of the error on the original certified inspection report.

3. Items and Areas to Inspect.

Conduct inspections of all areas required by the CGP Part 6.4 and SWPPP.

4. Reduced Inspection Frequencies.

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

If the Engineer approves and the entire site is stabilized, the frequency of inspections may be reduced in accordance to the CGP Part 6.2.1. At actively staffed sites, inspect within two business days of the end of a storm event that results in a discharge from the site.

5. Winter Shutdown Inspection.

Conduct winter shutdown inspection 14 calendar days after the anticipated fall freeze up date and conditions under the CGP Parts 4.12, 6.2.3, and the SWPPP are met. The Engineer may approve suspension of inspections and waive requirements for updating the Grading and Stabilization Activities Log and Daily Record of Rainfall Form during Winter Shutdown.

Inspections must resume on a regular frequency or reduced inspection frequency identified in the SWPPP, at least 21 days before anticipated spring thaw CGP Part 6.2.3. Resume updating the Daily Record of Rainfall Form at the start of the 21-day spring thaw inspection.

6. Inspection before Project Completion.

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

7. SWPPP Amendments and SWPPP Amendment Log.

The SWPPP Amendment Log Form 25D-114 must be filled out by an individual who holds a current AK-CESCL, or equivalent certification. The Superintendent or the SWPPP Manager must sign and date amendments to the SWPPP and updates to the SWPPP Amendment Log.

SWPPP Amendments must be approved by the Engineer.

Amendments must occur:

- a. Whenever there is a change in design, construction operation, or maintenance at the construction site that has or could cause erosion, sedimentation or the discharge of pollutants that has not been previously addressed in the SWPPP;
- b. If an inspection identifies that any portion of the SWPPP is ineffective in preventing erosion, sedimentation, or the discharge of pollutants;
- c. Whenever an inspection identifies a problem that requires additional or modified BMPs or a BMP not shown in the original SWPPP is added;
- d. If the inspection frequency is modified (note beginning and ending dates);

- e. When there is a change in personnel who are named in the SWPPP, according to Subsection 641-2.01;
- f. When an inspection is not conducted jointly;
- g. When a NOI modification is filed;
- h. When a Noncompliance Report is filed with DEC.

Place all correspondence with DEC, EPA or MS4s in Appendix Q.

Amend the SWPPP as soon as practicable after any change or modification, but in no case later than seven days following identification of the need for an amendment. All SWPPP Amendments must have an amendment number, be dated, and signed.

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

Keep the SWPPP Amendment Log in Appendix M.

8. Site Maps.

Maintain site maps in accordance with CGP Part 5.3.5 and the SWPPP template 5.0. It is acceptable to have separate site maps for BMPs and grading and stabilization activities.

9. Corrective Action Log.

The Superintendent and SWPPP Manager are the only persons authorized to make entries on the SWPPP Corrective Action Log, Form 25D-112.

The Corrective Action Log must document corrective actions required by the conditions listed in the CGP Part 8.0. Document the need for corrective action within 24 hours of either:

- a. Identification during an inspection, or;
- b. Discovery by the Department's or Contractor's staff, a subcontractor, or a regulatory agency inspector;
- c. If a corrective action is discovered outside of an inspection, update the log with the date of discovery, the proposed corrective action, and the date the corrective action was completed.

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

Keep the Corrective Action Log in Appendix J of the SWPPP.

10. Grading and Stabilization Activities Log.

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

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

Keep the Grading and Stabilization Activities Log in Appendix G of the SWPPP.

11. Daily Record of Rainfall.

Use SWPPP Daily Record of Rainfall, Form 25D-115 to comply with CGP Part 7.3.9. Submit a copy to the Engineer with each completed Inspection Report. Keep the Daily Record of Rainfall current in Appendix N of the SWPPP.

For projects on a 14-day inspection frequency or reduced inspection frequency, SWPPPTrack will generate a precipitation alert for storm events that produce more than 0.5 inch of rainfall in 24 hours. If

a storm event does not produce a discharge from the project zone, submit an explanation in response to the SWPPPTrack precipitation alert.

12. Staff Tracking Log.

Use the SWPPP Project Staff Tracking Form 25D-127, to identify project staff that are required to be AK-CESCL certified or hold an equivalent qualification CGP Appendix C. Complete this form to document the following positions; Superintendent, SWPPP Manager, Engineer, DOT&PF Stormwater Inspector, and when positions have changed in personnel, either permanent or temporary. Update the SWPPP Project Staff Tracking Form within 24-hours of any changes in personnel, qualifications, or other staffing items related to administration of the CGP or Section 641.

641-3.04 FAILURE TO PERFORM WORK.

The Engineer has authority to suspend work and withhold monies according to Subsections 105-1.01 and 108-1.06 for the reasons listed under Subsection 108-1.06 and for an incident of noncompliance with the CGP or SWPPP that may endanger health or the environment or for failure to perform work related to Section 641.

1. An incident of noncompliance includes, but is not limited to, the Contractor's failure to:
 - a. Obtain appropriate permits before Construction Activities occur;
 - b. Perform SWPPP administration;
 - c. Perform timely inspections;
 - d. Update the SWPPP;
 - e. Transmit updated SWPPP, Inspection Reports, and other updated SWPPP forms to the Engineer;
 - f. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP, the CGP, and applicable local, state, and federal requirements;
 - g. Perform duties according to the requirements of Section 641;
 - h. Meet requirements of the CGP, SWPPP, or other permits, laws, and regulations related to erosion, sediment, or pollution control, or;
 - i. Any other requirements established or included in the contract.
2. No additional Contract time or additional compensation will be allowed due to delays caused by the Engineer's suspension of work.

641-3.05 ACCESS TO WORK.

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

641-4.01 METHOD OF MEASUREMENT. See Section 109 and as follows:

Items 641.0001.____, 641.0003.____ and 641.0007.____, are lump sum.

Items 641.0002.____, 641.0004.____ and 641.0005.____, measured on a contingent sum basis as specified by the Directive authorizing the work.

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

TABLE 641-1 BMP VALUES – RESERVED

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

TABLE 641-2 - VERSION C
EROSION, SEDIMENT AND POLLUTION CONTROL – LIQUIDATED DAMAGES

Code	Specification Section Number and Description	Deductible Amount in Dollars	Cumulative Deductible Amounts in Dollars
A	641-1.05 Failure to have a qualified (AK-CESCL or equivalent) SWPPP Manager	Calculated in Code B or F	
B	Failure to meet SWPPP requirements of: (1) 641-2.01.1 Name of SWPPP Preparer (2) Not Applicable (3) 641-3.03.8 Sign and Date SWPPP amendments by qualified person (4) 641-3.02 Records maintained at project and made available for review	\$750 per omission	
C	Not Applicable		
D	641-3.03.5 Failure to stabilize a Project prior to fall freeze up.	\$5,000 per Project per year	
E	641-2.01.1 Failure to conduct pre-construction inspections before Construction Activities on all projects greater than 1 acre.	\$2,000 per Project	
F*	641-3.03. Failure to conduct and record CGP Inspections 641-3.03.1 Personnel conducting Inspections and Frequency 641-3.03.2 Inspection Reports, use Form 25D-100, completed with all required information	\$750 per Inspection	Additional \$750 for every additional 7 day period without completing the required inspection.
G	641-3.01.4 Corrective action, failure to timely accomplish BMP maintenance and/or repairs. In effect until BMP maintenance and/or repairs is completed.	\$500 per Project per day	
H	641-3.01.3 Failure to provide to the Engineer and DEC a timely oral noncompliance report of violations or for a deficient oral noncompliance report	\$750 for the first day the report is late or deficient	Additional \$750 for every 14 day period with- out the required information
I	641-3.01.3 Failure to provide to the Engineer and DEC a timely written noncompliance report, use Form 25D-143, of violations or for a deficient written noncompliance report	\$750 for the first day the report is late or deficient	Additional \$750 for every 14 day period without the required information
J	641-3.04 Failure to comply with the requirements of the CGP, approved SWPPP, and Section 641, except as listed above	\$750 per occurrence for the first day of noncompliance	Additional \$750 for every day the deficiency remains uncorrected

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

- the Contractor has previously been notified and subsequent inspection reports repeat the same or similar error,
- multiple inspection reports are submitted after the submission due date and the same or similar errors are repeated on multiple overdue reports,

- c. an error in recording the inspector's AK-CESCL certification date results in an inspector performing the inspection during a period when their certification was lapsed or was otherwise invalid.

641-5.01 BASIS OF PAYMENT.

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

Item 641.0001.____ Erosion, Sediment and Pollution Control Administration. Payment at the contract lump sum price shall be for full compensation for furnishing all labor, supervision, material, equipment, incidentals, and administration of all work under this Section. Includes, but is not limited to, SWPPP and HMCP and SPCC Plan preparation, agency fees for SWPPP reviews, SWPPP amendments, pre-construction inspections, inspections, monitoring, reporting, and recordkeeping or copying records related to the SWPPP and required by the CGP, and record retention. Also includes all work to install, maintain, remove, and dispose of temporary erosion, sedimentation, and pollution control BMPs identified in the SWPPP and SPCC Plan and to clean new and remaining existing storm drain system downstream of new storm drain after construction.

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

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

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

1. Dewatering;
2. Shoring;
3. Bailing;
4. Permanent seeding;
5. Installation and removal of temporary work pads;
6. Temporary accesses;
7. Temporary drainage pipes and structures;
8. Diversion channels;
9. Settling impoundment, and;
10. Filtration.

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

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

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
641.0001.____	Erosion, Sediment and Pollution Control	LS

**SECTION 642
CONSTRUCTION SURVEYING AND MONUMENTS**

Add the following subsection:

642-1.03 SUBMITTALS.

1. Field Books: All field books shall become the property of the Department prior to final acceptance.
2. As-builts: Contractor shall provide as-built data in both hard-copy mark-up and AutoCAD format to the Department prior to final acceptance.

01/20/15 (N34)

642-3.01 GENERAL. Delete the fifth paragraph and substitute the following: Follow the Department's Construction Surveying Requirements, or if GPS survey is approved by the Engineer, use the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Add the following to the last sentence in the second to the last paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

642-3.02 CROSS-SECTION SURVEYS. Add the following to the first paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Delete numbered paragraph 4 of the second paragraph in its entirety and substitute the following: Department's Construction Surveying Requirements or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Add the following subsection:

642-3.06 RECORD DRAWINGS. Maintain a "mark-up" set of plans that are revised as the work progresses to reflect current conditions. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc. encountered or installed.

A "Record" survey book will be kept and shall include the following items:

1. The location and elevation of all existing utilities, structures, etc., encountered.
2. The location and elevation of all newly constructed utilities including storm drainage piping and structures.

All record notes will be kept in a book(s) designated "Record." No other survey notes will be kept in books designated "Record".

Constantly and continuously maintain the mark-up set of drawings with information complete about the horizontal and vertical location of all structures encountered or installed. These drawings will be reviewed by the Engineer with each pay request. Pay will not be processed unless this "mark-up" set is maintained and approved by the Engineer.

Collect and maintain AutoCAD as-built information complete with horizontal and vertical locations of all structures encountered or installed.

The mark-up plans, as-built information, and "Record" books shall become the property of the Department prior to final acceptance and payment of demobilization.

642-5.01 BASIS OF PAYMENT. Add the following: All work and resources required to produce, maintain, and finalize the record drawings are subsidiary to pay item 642.0001.0000 Construction Surveying.

**SECTION 643
TRAFFIC MAINTENANCE**

01/02/24 (HSM20-45)

643-1.04 WORKSITE TRAFFIC SUPERVISOR. *Replace Item 1. Qualifications with the following:*

1. Qualifications. Provide a Worksite Traffic Supervisor knowledgeable and experienced regarding the requirements of the ATM and the implementation of those requirements. Provide a Worksite Traffic Supervisor familiar with the Plans, the Specifications, proposed operations, and certified as one of the following:
 - a. Traffic Control Supervisor, American Traffic Safety Services Association (ATSSA)
 - b. Traffic Control Supervisor, Laborers' International Union of North America (LIUNA)
 - c. Work Zone Temporary Traffic Control Technician, International Municipal Signal Association (IMSA). After December 31, 2026 IMSA certification will not be acceptable and the Worksite Traffic Supervisor must have training under a. or b.

Certify according to Form 25D-124 that the Worksite Traffic Supervisor has a minimum 4000 hours of temporary traffic control work experience, is competent and capable, and has the authority to perform the duties and responsibilities in accordance with this section.

- d. Temporary traffic control work experience shall demonstrate an understanding of concepts, techniques, and practices in the installation and maintenance of traffic control devices, and skill in reading, interpreting, implementing, and modifying TCPs.
- e. Temporary traffic control work experience includes: flagging; installing traffic control devices in accordance with TCPs; monitoring traffic control devices and TCP performance; and recognizing and reporting deficiencies in traffic control devices and TCPs for correction.
- f. Temporary traffic control work experience is gained while serving as a Worksite Traffic Supervisor-in-training, temporary traffic control support personnel, and Flagger.
- g. Four thousand hours of experience serving solely as a Flagger does not satisfy these requirements.

Worksite Traffic Supervisors shall maintain current certification and be able to show their certification anytime they are on the project.

12/31/21 (HSM20-30)

643-2.02 CRASHWORTHINESS. *Delete Table 643-2 and substitute the following:*

**TABLE 643-2
WORK ZONE TRAFFIC CONTROL DEVICE AND
BARRIER CRASH TESTING COMPLIANCE**

Category	Devices	Devices Manufactured Before Dec. 31, 2019 ¹	Devices Manufactured After Dec. 31, 2019 ¹	Method of Documentation
1	Low-mass single-piece devices w/o attachments: traffic cones, tubular markers, single piece drums, delineators	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	Manufacturer's Certification for devices exceeding height and weight limits
2	Category 1 devices with attachments, barricades, portable sign supports, drums w/lights, other devices weighing less than	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, at Test Level 3 ²

	100 pounds but not included in category 1			
3	Fixed sign supports, truck mounted attenuators, temporary crash cushions, bridge railing, bridge and guardrail transitions, and guardrail and barrier end treatments.	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, at Test Level 3 ²
	Portable concrete and steel barriers	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, at Test Level 3, unless otherwise required in the contract.

¹ The Engineer will determine whether a device is in serviceable condition. Serviceable means the device will function equivalent to a new device of the same manufacture.

² When no test level is specified in an FHWA Eligibility letter; it is implied that the tests were run for Test Level 3

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Delete the second paragraph and substitute the following:

All holes and excavation inside or outside the work areas are to be protected by chain link fence or as approved by the Engineer.

On-site construction activities in City of Fairbanks city limits are limited to between 7 AM and 11 PM in order to comply with Fairbanks General Code Section 46-42 Disturbing the Peace. Nighttime closures shall only be permitted if approved by the Engineer and in compliance with an approved TCP and a City of Fairbanks noise waiver, where applicable. Noise waivers, where applicable, must be approved by the Fairbanks City Mayor. The Contractor shall submit to the City of Fairbanks City Engineer their work plan describing the details on why, when, and how long the waiver is requested.

Pedestrian flaggers shall be used to keep pedestrians out of the work zone and to ensure the safety of the pedestrians within the project limits.

Replace the last paragraph with the following: Immediately notify the Engineer as soon as an employee or a subcontractor becomes aware of any traffic related crash that occurs within the project limits, between construction warnings signs, along a detour route, or involving traffic in a queue back up from project work. Within 3 days fill out the information on Form 25D-123 Work Zone Crash Report and submit a copy to the Engineer.

643-3.04 TRAFFIC CONTROL DEVICES. Replace Item 4. Flagging with the following:

4. Flagging. Furnish trained and competent flaggers and all necessary equipment, including lighting of the flagging position during nighttime operations, to control traffic through the traffic control zone. The Engineer will approve each flagging operation before it begins and direct adjustments as conditions change.

Flaggers must be certified as one of the following:

- a. Flagger by ATSSA
- b. ATSSA Flagging Instructor
- c. Flagger by LIUNA
- d. Traffic Control Technician, LIUNA

e. Work Zone Temporary Traffic Control Technician, IMSA

After December 31, 2026 IMSA certification will not be acceptable and flaggers must have training under a through d.

Flaggers shall maintain current flagger certification. Flaggers must be able to show their flagger certification anytime they are on the project.

Flaggers must maintain their assigned flagging location at all times, unless another qualified flagger relieves them, or the approved traffic control plan terminates the flagging requirements. Remove, fully cover, or lay down flagger signs when no flagger is present. Keep the flaggers' area free of encumbrances. Keep the flagger's vehicle well off the roadway and away from the flagging location so the flagger can be easily seen.

Provide approved equipment for two-way radio communications between flaggers when flaggers are not in plain, unobstructed view of each other.

Obtain the Engineer's written approval before flagging signalized intersections. When flagging a signalized intersection, either turn off and cover the traffic signal or place it in the All-Red Flash mode. Coordinate changing traffic signal modes and turning off or turning on traffic signals with the agency responsible for signal maintenance and operation and the Engineer. Get their written approval in advance. Only uniformed police officers are permitted to direct traffic in an intersection with an operating traffic signal.

02/01/2022 (HSM20-39)

643-3.06 TRAFFIC PRICE ADJUSTMENT. Delete Table 643-3 Adjustment Rates in its entirety and substitute the following:

**TABLE 643-3
ADJUSTMENT RATES**

Published ADT	Dollars/Minute of Unauthorized Lane Reduction or Closure
Less than 1,000	\$6
1,000-4,999	\$25
5,000-9,999	\$75
10,000-29,999	\$105
30,000+	\$150

Add the following to the second paragraph: Exceeding any of the maximum allowable traffic restriction durations, or violating any of the criteria, listed in Subsection 643-3.08, is considered an unauthorized lane closure and are subject to a traffic price adjustment as directed by the Engineer.

Add the following subsection:

643-3.12 PUBLIC INFORMATION. Provide a Public Information (PI) professional to accomplish the work outlined in this subsection. The PI professional shall be familiar with the construction schedule, progress and traffic control; provide information to the general public and affected residents/businesses in the project area, closure duration and detour routes; and act as liaison between residents/businesses and construction superintendents to schedule required access to residences/businesses through areas of construction, etc. The PI professional shall participate in the Preconstruction Conference. The PI Professional shall be responsible for public interaction; preparing graphics; developing and maintaining mailing lists; supplying

updated information; and all labor, equipment, postage, and materials to provide this service. The PI Professional's office shall be equipped with a facsimile machine and email.

Failure to provide public or agency notice, or failure to provide submittals required by this subsection may result in delays to planned construction.

The PI professional shall be responsible for the following tasks of the PI Program:

1. Support for Business and Resident Flier Information and Distribution. Submit to the Engineer for review and approval, information to be included in hand-delivered fliers to all businesses and residents within project limits. Hand deliver the fliers during the house of 8 a.m. to 5 p.m. to adjacent businesses and residences. Flier information shall contain the same information as listed in 643-3.12 as well as the following:
 - a. A description of impacts that residents, business owners, employees or customers may experience during the project
 - b. The Contractor's anticipated construction schedule, describing the sequence and location of activities within the corridor

Distribute fliers at the following times:

- a. Two weeks before construction begins
 - b. One week prior to major impacts/start of new phase or work segment
 - c. Minimum of 48 hours, but not more than 4 calendar days prior to restricting access onto private or business property.
2. Utility Outage Notifications. Provide written notice to property owners and tenants a minimum of 48 hours prior to any utility outage.
 3. Agency Notification. Notify the following Agencies at least 1 week prior to starting any work which will potentially impede all modes of traffic. Information on project area duration and detour routes should be provided.
 - a. City Police Department
 - b. City Fire Department
 - c. State Troopers
 - d. Borough Transit
 - e. School District (if during school season)
 - f. US Postal Service
 4. In instances of emergencies, utility shutdowns, changes in traffic patterns or other unanticipated impacts to motorists, bicyclists and pedestrians, or residences/businesses within the project corridor, coordinate with the Engineer immediately.

643-4.01 METHOD OF MEASUREMENT.

1. Traffic Maintenance. Delete and substitute the following: No measurement of quantities shall be made. Traffic Maintenance shall be Lump Sum.

Add the following:

17. Public Information. No measurement of quantities shall be made. Public information shall be subsidiary.

643-5.01 BASIS OF PAYMENT.

Add the following to 1. Traffic Maintenance:

Payment at the contract lump sum price shall be for full compensation for furnishing all supervision, labor, materials, equipment, devices, public information, and subsidiary items necessary to implement each approved TCPs (including any or all component parts that comprise the setup), ensure the safety of the traveling public, and maintain access to all residences and businesses during construction for the project

setup shown on Plans. Traffic Maintenance Setups all include payment for maintenance of side streets and any temporary sidewalks, pedestrian paths, and fencing to maintain access to residences, facilities, and businesses and to keep pedestrians out of the work zone and to ensure the safety of the pedestrians within the project setup area. Any adjustments to the approved TCPs are subsidiary. Watering for dust control directed by Engineer is also subsidiary.

All labor, materials, and equipment required to install, maintain, and remove temporary chain-link fence around excavation areas will not be measured for payment but is subsidiary.

All work, materials, and associated costs for publishing notices, preparation and distribution of mail outs or flyers; public liaison and other project related communication is subsidiary to pay item 643.0002.0000 Traffic Maintenance.

SECTION 671 TRAFFIC CALMING DEVICES

Add the following Specification Section 671

671-1.01 DESCRIPTION. Add the following: Construct Speed Hump at the locations shown on the Plans.

671-3.01 CONSTRUCTION. Add the following: Construct Speed Hump as shown on the Plans.

671-4.01 METHOD OF MEASUREMENT. Add the following: By the number of Speed Humps constructed.

671-5.01 BASIS OF PAYMENT. Add the following: All work and materials needed to install the Speed Hump shall be subsidiary to Pay Item 671.2000.0000. Painted chevrons for speed hump are subsidiary.

Add the following pay item:

Pay item	Pay Unit
671.2000.0000 Speed Hump	Each

SECTION 702 ASPHALT MATERIALS

08/04/22 (N82)

702-2.01 ASPHALT BINDER. Delete the first paragraph and substitute the following: Meet AASHTO M 320 for PG 52-28 binder.

702-2.03 EMULSIFIED ASPHALT.

1. Cationic Emulsified Asphalt. Add the following: CRS-2P shall meet AASHTO M 316, except the penetration value shall be 100 – 200 mm.

Add the following subsection:

712-2.23 INSULATION.

Spray Foam Insulation. Foam insulation shall be a closed cell two-part urethane with the following properties:

"K" Factor: 0.13 BTU - IN/HR. FT² °F (ASTM C-177)
Water Absorption: 0.1 PSF Maximum (ASTM C-2841 96 Hours Under 2 in. Head)

Delete Section 724 in its entirety and substitute the following:
12/10/20 (N51)

SECTION 724 SEED

724-2.01 DESCRIPTION. This specification provides the requirements for grass seed, used to provide a living vegetative cover.

724-2.02 MATERIALS. Furnish seed true of genus and species. Meet applicable requirements of the State of Alaska *Seed Regulations*, Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34), and the Federal Seed Act, 7 CFR Part 201. Seed shall meet or exceed the percentages of purity and germination as specified in Table 724-1.

The Contractor may propose an alternate seed mix to the Engineer. Alternate seed mix proposals must include confirmation that the Alaska Plant Materials Center finds the proposed seed mix suitable for use on the project, and that the vendor can provide the proposed seed mix in quantities adequate for the project. The Engineer will determine the acceptability of the proposed alternate for use on the project.

Grass seed shall be furnished in standard containers on which shall be shown the following information:

- (1) common accepted name of the specie (kind) and cultivar (variety) of the seed;
- (2) country or state where the seed was grown;
- (3) total percentage by weight of pure seed;
- (4) total percentage by weight of all weed seed;
- (5) total percentage by weight of inert matter;
- (6) total percentage by weight of other crop seed;
- (7) name and approximate number per pound of each kind of restricted noxious weed seed;
- (8) percentage of germination of the seed, together with the month and year the seed was tested;
- (9) percentage of hard seed, if any is present;
- (10) name and address of the person labeling the seed or selling, offering, or exposing the seed for sale within the state; and
- (11) lot number or other lot identification.

If furnished as a premixed seed, the containers shall state that the seed is a mixture; the name of the species and cultivars of seed; and total percentage by weight of each species of seed present in order of predominance; and the information listed above: (4), (5), (7), (8), (10) and (11).

Furnish seed certified to be free of prohibited noxious weeds or quarantined pests, and certified to contain no more than the maximum allowable tolerances for restricted noxious weeds, according to 11 AAC 34. Prohibited and restricted noxious weeds are listed in 11 AAC 34.020, and can be viewed at the following URL: <http://plants.alaska.gov/invasives/noxious-weeds.htm>

Seed found to contain prohibited noxious weeds or quarantined pests will be rejected, according to 11 AAC 34.020(a) and 11 AAC 34.105 through 34.180, respectively.

Seed found to contain restricted noxious weed seed in excess of the maximum allowable tolerance per pound will be rejected, according to 11 AAC 34.020(b).

The Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory. Seed that has not been tested within nine (9) months shall be rejected. The Contractor shall not remove tags from the seed containers. Seed containers that do not have tags shall be rejected. Discrepancies in the lot numbers listed on the statement to the lot numbers indicated on the tags of the seed containers shall be grounds for rejection. Seed which has

become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected seed from the project premises.

TABLE 724-1
SEEDING REQUIREMENTS

SPECIES (KIND)	CULTIVAR (VARIETY)	PERCENT PURITY	PERCENT GERMINATION	PURE LIVE SEED (PERCENT PURITY X PERCENT GERMINATION)
American Sloughgrass	Egan	90	80	72
Annual Ryegrass	---	85	80	68
Alpine Bluegrass	Gruening	90	90	81
Beach Wildrye	Benson, Reeve	95	40	38
Bering Hairgrass	Norcoast	95	75	71
Bluejoint	Sourdough	95	75	71
Brome	Manchar, Polar	90	80	72
Glaucous Bluegrass	Tundra	95	80	76
Kentucky Bluegrass	Merion, Nugget, Park	95	80	76
Perennial Ryegrass	---	85	80	68
Polargrass	Alyeska, Kenai	95	75	71
Red Fescue	Arctared, Boreal, Pennlawn	98	80	78
Timothy	Climax, Engmo	95	90	85
Tufted Hairgrass	Nortran	95	75	71
Wheatgrass	Wainwright	95	85	81

SECTION 725 FERTILIZER

01/20/15 (N52)

725-2.02 MATERIALS. *Add the following:* Fertilizer which has become wet, moldy or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected fertilizer from the project premises.