

INVITATION TO BID (ITB) NUMBER

2517N028

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Northern Region Procurement Office
2301 Peger Road
Fairbanks, Alaska 99709

THIS IS NOT AN ORDER

DATE ITB ISSUED: March 24, 2017

ITB TITLE: Crushed Aggregate, Richardson Highway MP 224.5, Federally Funded

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 10:00 AM ON APRIL 25TH, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See Bid Schedule

DELIVERY DATE: See Bid Schedule

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE:

Contracts for purchases resulting from this bid will be made utilizing Federal Funds. As such, and per AS 36.30.890, no State of Alaska Bidder or Product Preferences may apply.

Sec. 36.30.890. Federal Assistance

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure of federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement.

Authority: AS 36.30.040; AS 36.30.890



Eric Johnson
PROCUREMENT OFFICER

TELEPHONE NUMBER
(907) 451-5102

FAX NUMBER
(907) 451-5238

EMAIL: eric.johnson@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

E-MAIL ADDRESS

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

Note: An Alaska Business License will be required prior to award. Out-of-State bidders must also comply with all corporate laws of the State of Alaska regarding performing business in the State

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation & Public Facilities
Supply & Services
2301 Peger Road
Fairbanks, AK 99709

ITB Name: Crushed Aggregate; Richardson Highway MP 224.5; ITB No: 2517N028

Opening Date: April 25, 2017 at 10:00 AM

ELECTRONIC BID SUBMISSION: Bids may be emailed to eric.johnson@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including *all* text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 451-5238, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;

- “Gas Guzzler” - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation Gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4. SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “*INSTRUCTION TO BIDDERS*”, “*FILING A PROTEST*” above.

9. CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

13. FORCE MAJEURE (Impossibility to perform): The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

17. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS

45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SPECIAL CONDITIONS:

1.ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2.BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3.CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

ALASKA VENDOR & PRODUCT PREFERENCES:

State and local preferences will not be applied to federally funded projects.

FEDERAL REQUIREMENTS AND CONDITIONS

FEDERALLY FUNDED PROJECT(S) / ALASKA BUSINESS LICENSE REQUIREMENTS

When Federal funds are involved, the Alaska Business License must be obtained prior to the award of a contract.

23 CFR 635.110; "Licensing and qualification of contractors", (c) reads:

"No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract"

Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on obtaining applicable licenses.

CERTIFICATIONS

The Contractor must meet the following Federal certification requirements:

1. Debarment, suspension, and other responsibility matters for primary covered transactions

The Contractor certifies, to the best of its knowledge and belief, that it and its principles:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification: and
- d) Have not within three (3)-year period preceding this certification had one or more public transaction (federal, state, or local) terminated from clause or default.
- e) Contractor also certifies that, if it later becomes aware of any information contradicting the statements of paragraph a) above, it will promptly provide that information to the Alaska Department of Transportation.

DISADVANTAGE BUSINESS ENTERPRISE ASSURANCE

In accordance with 49 CFR 26.13(a), contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirement of 49 CFR part 26. The recipient assures that it shall take all necessary and reasonable steps under 49CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreement supported with Federal assistance derived from the U.S. Department of Transportation.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;

- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

ALASKA BIDDER PREFERENCE STATEMENT: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Transportation & Public Facilities at one of the following numbers no later than Ten (10) days prior to bid opening to make any necessary arrangements.

Telephone: (907) 451-5102
Fax: (907) 451-5238
TDD: (907) 451-2363

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35

Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of produced and stockpile processed the required aggregate, at MP 224.5 of the Richardson Highway, for the Department of Transportation & Public Facilities (DOT&PF); Northern Region Maintenance and Operations.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to

receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

PROMPT PAYMENT FOR STATE PURCHASES: The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Henry Cole, Project Manager, Department of Transportation & Public Facilities.

SHIPPING DAMAGE: The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets

the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and

giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

CONTRACT PERIOD: The completion date for this project is: August 15, 2017.

CONTRACT PRICES: Contract prices are to remain firm through the duration the contract(s).

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

ACCEPTANCE TEST: The Contractor will be required to submit samples and test results to the State according to the requirements and schedule shown in the attached Special Provisions. The State reserves the right to conduct independent testing for verification of these results. If the product fails to meet the ITB specifications the state will, at its option, reject the bid, cancel the contract, allow the contractor to repair the defective product or allow the contractor to replace the defective product. In no instance will the state pay any cost associated with the remedy for the defective product. The state's acceptance of tested product may not be interpreted as evidence that the product is in perfect working order.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver prior to the completion date listed after the receipt of an order. Bids that specify deliveries in excess of the required completion date after the receipt of an order will be considered non-responsive and the bids will be rejected.

LIQUIDATED DAMAGES: Late delivery will cause the state to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the state damages per **Section 108-1.07 Failure To Complete On Time** (Page 7 of the Special Provisions for each calendar day beyond the delivery dates called for in the ITB.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check, or Bid Bond in the amount of **\$5,000.00** made payable to the State of Alaska. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. A performance bond is to be in the amount of **50% of the total awarded price (including any awarded Additive Alternates).**

INDIVIDUAL SURETY: In lieu of a performance bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the state. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

CERTIFIED OR CASHIER'S CHECK: A certified or cashier's check, made payable to the State of Alaska in the amount of **50% of the total awarded price (including any awarded Additive Alternates).**

OR

SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT: A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of **50% of the total awarded price (including any awarded Additive Alternates).**

Failure to supply this document within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

F.O.B. POINT: The F.O.B. point for this ITB will be MP 224.5 Richardson Highway. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order.

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work

in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; Henry Cole, at telephone number (907) 451-2223. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person can not and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon Thirty (30) calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made by lot to the lowest responsive and responsible bidder. There is One (1) lot for this bid.

SCOPE OF WORK

Scope of Work (special provisions) is listed as Attachment A (9 pages)

BID SCHEDULE

Bid Schedule is listed as Attachment B (1 page)

ADDITIONAL DOCUMENTATION

1. Material Site Inspection Report, Lower Suzy Q Quarry (11 pages)
2. Alyeska Blasting Specs C-415 (13 pages)
3. Material Site ROWG and Stips 71-4-001-2 (11 pages)
4. Required Contract Provisions for Federal-Aid Contracts (7 pages).

BIDDER INFORMATION

Guaranteed Delivery at Richardson Highway MP 224.5: _____

ORDERING ADDRESS: _____

Contact: _____

Phone: _____

Email: _____

Toll Free: _____

Will you accept collect calls on orders? ☐ YES ☐ NO

SECTION 101 DEFINITIONS AND TERMS

101-1.03 DEFINITIONS.

ENGINEER. The authorized representative of the Contracting Officer who is responsible for administering the Contract shall be Henry Cole; phone 907-451-2223 or email Henry.Cole@Alaska.gov. This project takes place in the Tok Maintenance and Operations District; the Superintendent of which is Dennis Bishop; phone 907-883-5128, or email Dennis.Bishop@Alaska.gov.

SECTION 104 SCOPE OF WORK

104-1.01 INTENT OF CONTRACT. The intent of the Contract is to produce and stockpile processed aggregate. The site listed below is the location of the final stockpile only; this does not indicate the source or the quality of the material.

The Contractor must: acquire the material sources and all necessary permits; process and stockpile the required aggregate; and pay all associated fees and royalties. Proof of royalty payments shall be required prior to final payment under this Contract. At least seven days prior to mobilization the Contractor shall submit documentation indicating that the material source meets the quality specifications per Section 703 of the Contract. If the Contractor elects to blast in the site listed below (M.S. 71-4-001-2), the Contractor shall also be responsible for developing a blasting plan for approval by Alyeska Pipeline Service Company prior to blasting (see section 106-1.02 5(a)).

The location and quantity required are as follows:

TABLE 104-1

Material Site No.	Location	Quantity (CY)	Royalty	Completion Date
71-4-001-2	Richardson Highway, mile 224.5	1,000-1,500	\$0	8/15/2017

The Contractor shall take all necessary precautions not to contaminate the materials. Final gradations and quantity measurements for acceptance and payment will be taken at the final location of the completed stockpile.

All stockpiles shall be stacked so that they are easily accessible on all sides with heavy hauling equipment, and, if located in a State Material Site, situated so as not to impact future mining operations in the site.

Geotechnical reports for State material sites may be available from the Engineer. State material reports and geotechnical data are for informational purposes only, and may not accurately represent the conditions found onsite. Any information provided should not substitute for personal investigation, research and judgment of the bidders.

The bidder is expected to examine carefully the sites of the proposed work and all contract documents before submitting a bid. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and the requirements of the Contract.

SECTION 105 CONTROL OF WORK

105-1.01 AUTHORITY OF THE ENGINEER. The Engineer has immediate charge of the engineering details of the project and is responsible for Contract administration. The Engineer has authority to reject defective material and suspend work being performed improperly. The Engineer has authority to accept completed work, issue Directives, issue Interim Work Authorizations, issue Change Orders, and recommend Contract payments.

The Engineer will decide all questions about the quality and acceptability of the materials furnished and the work performed by the Contractor, the Contractor's rate of progress, Contract interpretation and all other questions relating to Contract performance.

The Engineer has authority to suspend work for reasons listed under Subsection 108-1.06. If the suspension is to protect workers or the public from imminent harm, the Engineer may orally order the suspension of work. Following an oral order of suspension, the Engineer will promptly give written notice of suspension. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until it is corrected; and
2. Employ others to correct the condition and deduct the cost from the Contract amount.

The Engineer may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business.

The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor.

105-1.03 CONFORMITY WITH PLANS AND SPECIFICATIONS. Work performed and materials furnished shall conform to the Specifications and approved Mining Plan and be within specified tolerances. When tolerances are not specified, the Engineer will determine the limits allowed in each case.

All work or material not conforming to the Specifications and approved Mining Plan is considered unacceptable unless the Engineer finds that reasonably acceptable work has been produced. In this event, the Engineer may allow non-conforming work or material to remain in place, but at a reduced price. The Engineer will document the basis of acceptance and payment by Change Order.

The failure of the Department to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances.

If the Contractor fails to promptly correct, remove, or replace unacceptable or unauthorized work as ordered by the Engineer, the Engineer may employ others to remedy or remove and replace the work and will deduct the cost from the Contract payment.

SECTION 106 CONTROL OF MATERIAL

106-1.02 MATERIAL SOURCES.

1. General. The Contractor shall:
 - a. produce a sufficient quantity of materials meeting the specifications to complete the project;
 - b. As a subsidiary cost: clear and grub, strip, drill and blast, excavate, crush, sort, blend, screen, wash, stockpile, haul, and rehandle material as needed to produce and deliver the specified product;
 - c. determine the type of equipment and methods to be used;
 - d. expect variations in material quality within the deposits, and procure material only from acceptable portions of the deposit, regardless of source ownership; and
 - e. prevent erosion, sedimentation, and pollution within a materials source.

The Contractor agrees that:

- a. the costs to explore and develop material sources, including all production effort, are subsidiary to the cost of providing the specified material;
- b. the Engineer may order the Contractor to procure material only from certain portions of the source and may reject material from other portions of the source that does not conform to the specifications; and

- c. all material required may not be procurable from any one source and the Contractor may need to change between sources. That contingency is to be factored into the unit bid price for the Contract Item.
- 2. Inspection and Acceptance. The Contractor shall perform sampling and testing during materials processing and placement in accordance with its Process Control Plan (Subsection 106-1.03-1) and shall obtain acceptable material samples from locations designated within the source.

The Department will sample and test materials to determine the quality of the source, at its expense, as part of its Acceptance Testing (Subsection 106-1.03.2). The Department will reject materials when the samples do not meet specifications. The Department may reject a proposed materials site when samples do not meet specifications.

- 3. Awareness Training. The operator of the Contractor's sand and gravel surface mine or other similar materials source shall provide Site-Specific Hazard Awareness Training in compliance with 30 CFR 46.11 for all the Engineer's personnel before beginning operations. All other workers shall be given training in compliance with 30 CFR 46 before exposure to mine hazards. The training must be offered at each surface mine that will be used to supply processed aggregates. A qualified person must provide the training. The training shall be in accordance with the operator's written training plan approved by the Mine Safety and Health Administration, covering the following items:
 - a. Site-specific health and safety risks;
 - b. Recognition and avoidance of hazards;
 - c. Restricted areas;
 - d. Warning and evacuation signals;
 - e. Evacuation and emergency procedures;
 - f. Other special safety procedures; and
 - g. A site tour.

The Contractor shall require the Engineer's personnel to sign the Visitor's Log Book upon completion of the training to indicate that training was provided. Training is a subsidiary cost.

- 4. Type of Sources. The location(s) identified in Section 104-1.01 are to be the site of the finished stockpile only and do not specify the source or quality of the material to be produced. The Contractor shall supply the required material from one or more of the following types of sources:
 - a. Department Furnished Material Sites. The Contractor shall obtain approval from the Engineer prior to any construction activities. Existing stockpiles of material in State sites are not available to the Contractor without prior approval from the Engineer. All stockpiled aggregate including rejected material is property of the State and shall be handled or stockpiled as described in the Contractor's approved Mining Plan, unless directed otherwise by the Engineer. At no time does the Contractor have any ownership of material, including reject, produced under this Contract. The materials in this site are not available for any use other than required by this Contract, unless approved by the Engineer. The Contractor shall be responsible for paying any mineral royalty due, as indicated in Section 104-1.01. Geotechnical information may be available, but should not be considered to be authoritative. All work and development in a Department-Furnished material site shall be in line with the Department's existing site-specific Mining Plan.
 - b. Contractor-Furnished Sources. The Contractor is encouraged to use State furnished material sites or work within an approved Right of Way for both mining and for the final stockpile locations. The use of private sources for mining and stockpile storage will require the Contractor to make all necessary agreements (See Subsection 106-1.02.5). When the Contractor elects to use a material site not furnished by the Department, including State-owned land not under the Department's control, the Contractor shall:
 - 1) Acquire the necessary rights and permits to obtain material;
 - 2) Pay as subsidiary costs all related costs to obtain and use material from the source, including, but not limited to, permit fees, mineral royalties and associated hauling costs;
 - 3) Be solely responsible for the quality and quantity of material; and
 - 4) Obtain all necessary rights, permits and plan approvals before clearing or disturbing the ground in the material source. The Contractor shall certify in writing to the Engineer that all

permits and clearances relating to the use of the material source have been obtained prior to any work in the material source.

No price adjustment or other compensation will be made for any costs, including increased length of haul, if the Contractor:

- 1) Chooses to change material sources for any reason;
 - 2) Is unable to produce a sufficient quality or quantity of materials from Contractor-Furnished sources; or
 - 3) Encounters unexpected, unforeseen or unusual conditions within a Contractor-Furnished source.
5. Rights, Permits and Plan Approvals for Material Sources. Before disturbing the site of a material source, the Contractor shall acquire, pay for and provide to the Engineer all necessary rights, permits, and plan approvals indicated in this Subsection and elsewhere in this Contract. For each material site, the Contractor shall:
- a. Submit for the Engineer's comment and approval, no fewer than forty-five (45) days prior to mobilization, a mining and reclamation plan (MRP). During development of each MRP, the Contractor shall consider future activities in the material site and shall maintain access to usable material. The MRP shall include:
 - (1) Approval from the landowner (if a Contractor-Furnished source, see Subsection 106-1.02-4-b-2);
 - (2) A process control plan (see Subsection 106-1.03-1);
 - (3) Plan and cross-sectional views of the site (this includes both the mining and disposal areas);
 - (4) Applicable boundary lines, property lines and buffer zones;
 - (5) Areas and Depths to be developed (note, development of Department-Furnished sources shall be in accordance with the Department's Mining Plan for that site);
 - (6) Locations of access roads, stripping, sorting, waste piles, crushing and plant sites, stockpile sites (including reject material), buffer zones, drainage features, erosion and pollution control features;
 - (7) Condition the Contractor will leave the site in after the materials extraction is completed, including reseeding if necessary;
 - (8) A Construction General Permit-compliant Storm Water Pollution Prevention Plan, if required by Section 641; and
 - (9) Other information as required by any and all attachments included with bid (ie BLM Mining Plan Review checklist, DOT MRP and/or any site-specific stipulations that may be included).

Additionally, if the Contractor elects to blast within 1,500' of the Trans-Alaska Pipeline System (TAPS), the blasting plan to be used shall be developed in accordance with the *Alyeska Specification C-415: Construction-Blasting Restrictions Near the TAPS*.

- b. If the material is to be stockpiled in a Contractor-Furnished site or otherwise on private property, the Contractor shall supply the following information in addition to the MRP:
 - (1) A notarized agreement with the property owner allowing the State full and unfettered access to the stockpile until 12/31/2020. The owner shall certify that they have the authority to sell mineral materials from the property, and shall acknowledge the Department's ownership of the stockpiled material;
 - (2) A property map of the material site identifying property boundaries, access routes and stockpile location.

106-1.03 TESTING AND ACCEPTANCE. Materials are subject to inspection and testing by the Department at any time before, during or after their incorporation into the stockpile. The Contractor shall remove and replace unacceptable material according to Subsection 105-1.03.

1. Quality Control. The Contractor is responsible for the quality of materials produced under this Contract. Quality Control is process control, and includes all activities needed to ensure that the product meets Contract specifications. Quality control work is subsidiary to the applicable pay items. The Contractor shall perform quality control as follows:

- a. Develop and submit a Process Control plan as part of the MRP (Subsection 106-1.02-5), including testing and frequency, personnel qualifications, equipment descriptions and criteria for corrective actions.
- b. Sample material during production and perform quality control testing, as needed, to ensure materials produced to Contract Specifications. Document all quality control testing and make the results available to the Engineer within three days of sampling.
- c. Due to the nature of this work, it is recommended that the Contractor maintain an on-site materials lab and a WAQTC-certified technician to perform process control. If testing will be done off-site, material processing may need to be suspended pending receipt of results.
2. Acceptance Testing. The Department reserves the right to conduct its own testing of the acceptability of the materials. This testing will be performed at the Department's expense, and copies of the test results may be furnished to the Contractor upon request. The Engineer may elect, at his discretion, to retest materials that have failed the Department's acceptance testing.
3. Minimum Testing Requirements. Tests shall be performed at minimum according to Table 106-1 below. Failing test results not in substantial conformance may be the basis of the Engineer's rejection of the represented material, and no payment will be made for unacceptable material, as outlined in Subsection 105-1.03. The Contractor shall produce and test additional material until the Contract quantity has been fully accepted and completed. Failing test results shall not be a basis for any time extension or modification to Contract requirements.

TABLE 106-1

Item	Test	Test Number	Specifications	Frequency (min.)
Crushed/ Stockpiled Aggregate	Process Control Gradation & Fracture, by Contractor	AASHTO T27/T11	Refer to 703	1/Source, 1/1,000 C.Y.
	Acceptance, by Engineer	AASHTO T27/T11	Refer to 703	1/ Source, 1/10,000 C.Y.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. If the Contractor's operation encounters prehistoric artifacts, burials, remains of dwellings, paleontological remains, shell heaps, land or sea mammal bones, tusks or other items potentially of historical significance, the Contractor shall:

1. Immediately cease operations at the site of the find;
2. Immediately notify the Engineer of the find; and
3. Not disturb or remove the finds or perform any further operations at the site until directed by the Engineer.

The Engineer will issue an appropriate Change Order if operations are to be suspended, or extra work is needed to protect the find.

107-1.10 USE OF EXPLOSIVES. The Contractor shall obey all laws, regulations and permits applicable to using, handling, loading, transporting, or storing explosives. When using explosives, the Contractor shall take utmost care not to endanger life, property, new construction, or existing portions of the project and facilities that are to remain in place after the project is complete.

The Contractor shall provide notice to property owners, the traveling public, and utility companies in the vicinity before using explosives. The Contractor shall provide notice to the Federal Aviation Administration when required by law. The Contractor shall notify police and fire authorities in the vicinity before transporting or using explosives. The Contractor shall provide notice sufficiently in advance to enable all potentially affected parties to take whatever steps they may deem necessary to protect themselves and their property from injury or damage.

The Contractor is liable for all property damage, injury, or death resulting from the use of explosives on the project. The Contractor shall indemnify, hold harmless, and defend the State of Alaska from all claims related to the use of explosives on the project, including claims from government agencies alleging that explosives were handled, loaded, transported, used, or stored improperly.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

1. Restoring Areas. Areas used by the Contractor, including haul routes, shall be restored to their original condition after the Contractor's operations are completed. The original condition of an area shall be determined as follows: Prior to commencement of operations, the Engineer and the Contractor shall inspect each area and haul route that will be used by the Contractor and take photographs to document their condition. After construction operations are completed, the condition of each area and haul route will be compared to the earlier photographs. Prior to demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that all costs associated with repairs shall be subsidiary to other items of work and will not be paid for directly.
2. Material Disposal Sites. Offsite disposal areas may be at locations of the Contractor's choice, provided the Contractor obtains written permission from the land owner for such disposal and a waiver of all claims against the State for any damage to such land which may result therefrom, together with all permits required by law for such disposal. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before commencing work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer prior to use of the sites.
3. Property Marks. The Contractor shall:
 - a. Be responsible for and protect from disturbance all land monuments and property marks until the Engineer has approved the witnessing or otherwise referenced their locations; and
 - b. Not move such monuments or marks without the Engineer's approval.
4. Damage to property. The Contractor shall:
 - a. Be responsible for all damage to public or private property resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work;
 - b. Be responsible for all damage to public or private property resulting from defective work or materials at any time, before, during, or after project completion; and
 - c. Restore all such damaged property to a condition similar or equal to that existing before the damage occurred, at no additional cost to the Department.
5. Protection of Natural Resources. The Contractor shall:
 - a. Conduct work in a manner that minimizes disturbance to and protects natural resources in compliance with all federal, state, and local laws and regulations;
 - b. When working near designated wetlands, as defined by the Corps of Engineers, place no fill, nor operate equipment outside the permitted area;
 - c. When working in or near designated anadromous fish streams, as defined by AS 41.14.840 and AS 41.14.870, place no fill or dredge material, nor operate equipment, within or on the banks of the stream (including fording) except as permitted by a Alaska Department of Fish and Game Fish Habitat Permit issued for the project;
 - d. Upon completion, all disturbed slopes, cuts, and banked material shall be flattened to a slope no steeper than a 2:1 or as specified in the Material Sales Agreement governing use of the site. No vertical cuts or slopes shall remain;
 - e. Existing approaches to material sites and recreational trails shall not be disturbed or obstructed at any time.
6. Hazardous materials. Hazardous materials include but are not limited to petroleum products, oils, solvents, paints, lead based paints, asbestos, and chemicals that are toxic, corrosive, explosive, or flammable. Except as otherwise specified in this Contract, the Contractor shall:
 - a. Not excavate, nor use for fill, any material at any site suspected of or found to contain hazardous materials or petroleum fuels;
 - b. Not raze and remove, or dispose of structures that contain asbestos or lead-based paints;
 - c. Not stockpile, nor dispose of, any material at any site suspected of or found to contain hazardous materials or petroleum;
 - d. Report immediately to the Engineer any known or suspected hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project;
 - e. Report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery;

7. Protected areas. The Contractor shall not use land from any park, recreation area, wildlife or waterfowl refuge, or any historical site located inside or outside of the project limits for excess fill disposal, staging activities, equipment or material storage, or for any other purposes unless permitted by the Contract or unless all permits and clearances necessary for such work have been obtained by the Contractor.
8. Solid waste. The Contractor shall remove all debris, trash, and other solid waste from the project site as soon as possible and in accordance with the Alaska Department of Environmental Conservation Solid Waste Program.

SECTION 108 PROSECUTION AND PROGRESS

108-1.03 PROSECUTION AND PROGRESS. The Contractor shall meet with the Engineer at either the district maintenance and operations station for which the Contract is for (see Subsection 101-1.03 Engineer) or schedule a teleconference with the Engineer 14 days before mobilization to the project site. The Contractor shall submit the following documents to the Engineer at least three working days before the referenced meeting:

1. A progress schedule in a format acceptable to the Engineer, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the Contractor and the subcontractor will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work;
2. A letter designating the Contractor's Project Superintendent, defining that person's responsibility and authority, and providing a specimen signature;
3. A Mining and Reclamation Plan, as outlined in Subsection 106-1.02-5;
4. A SWPPP, if one is required by Subsection 641, and designated field representatives; and
5. A Process Control Plan, as outlined in Subsection 106-1.03-1.

108-1.07 FAILURE TO COMPLETE ON TIME. For each calendar day that the work is not substantially complete after the completion date has passed, the Engineer shall deduct the full daily charge corresponding to the original Contract amount shown in Table 108-1 from the remaining value of the Contract.

If no money is due the Contractor, the Department may recover these sums from the Contractor, the Surety or both. These are Liquidated Damages, and not penalties. These charges shall reimburse the Department for additional expenses incurred due to the Contractor's failure to complete the work within the time specified.

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

Original Contract Amount		Daily charge
From More Than:	Up to and Including:	
\$0	\$100,000	\$300
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$750
\$1,000,000	\$2,000,000	\$1,000
\$2,000,000	\$5,000,000	\$1,500
\$5,000,000	----	\$2,500

Permitting the Contractor to continue work after the completion date has passed does not waive the Department's right to collected Liquidated Damages under this section.

SECTION 305 STOCKPILED MATERIALS

305-1.01 DESCRIPTION. Produce and stockpile the specified material at the designated stockpile locations shown in Subsection 104-1.01.

305-2.01 MATERIALS. Meet the materials requirements of Subsection 703-2.03.

305-3.01 CONSTRUCTION REQUIREMENTS. Clear and grub the stockpile sites and dispose of all trees, stumps, brush and debris in accordance with the approved Mining and Reclamation Plan. Make the floor of each stockpile site flat and uniform in cross-section, compacted and well-drained. Construct the stockpiles to occupy the smallest feasible areas.

Avoid contamination and segregation of the various sizes of aggregate in each stockpile. Do not push up stockpiled material with a track-type dozer; only rubber-tired vehicles are allowed on the stockpile. Make the completed stockpiles neat and generally tent shaped in form with a single ridge. Make the height or depth of the piles not less than 20 feet on average, with side slopes 1-1/2:1 or steeper.

The Contractor, in the presence of the Engineer, shall verify material site boundaries, archaeological sites, research areas, crushing location, waste areas and review of the reclamation plan prior to any work. All expenses required for above work to produce the materials specified in this Contract shall be subsidiary to other items of work.

305-4.01 METHOD OF MEASUREMENT. Stockpiled quantities shall be measured at the direction of the Engineer, by one of the following methods:

1. Average End Area, by the Engineer;
2. Three-Dimensional, by the Engineer;
3. The Engineer, at his sole discretion, may require the Contractor to conduct a final measurement under the supervision of a registered Professional Land Surveyor, at no additional cost to the Department. A stamped and signed volume report will be required, along with a description of the method used.

No allowance will be made for settlement, swell or shrinkage. If the Contractor chooses to demobilize off of the project site prior to final measurements being taken by the Department the Contractor is responsible for assuring that the quantity and quality of material produced meets those required by the Contract.

305-5.01 BASIS OF PAYMENT. All work involved in preparing the stockpile site is subsidiary.

Payment will be made under:

Pay Item	Location	Item Description	Quantity (CY)
1	Richardson Highway, milepost 224.5	Class II Riprap*	800
2	Richardson Highway, milepost 224.5	Class III Riprap*	200
AA1	Richardson Highway, milepost 224.5	Class II Riprap*	400
AA2	Richardson Highway, milepost 224.5	Class III Riprap*	100

* It is anticipated that production of this material, particularly the Class III, will result in reject material. The reject material is to be stacked and stockpiled separately. This work is subsidiary to other pay items and shall not be measured separately for payment.

SECTION 611 RIPRAP

611-2.01 RIPRAP MATERIALS. Evenly graded stones that are hard angular and have no more than 50% wear at 500 revolutions as determined by AASHTO T96. Use stones with breadth and thickness at least 1/4 of length. Do not use rounded boulders or cobbles.

Meet the following criteria for the class specified. Percents are by total weight, weights are for each stone:

Weight of stones	Class II	Class III
< 25 lbs	0 – 15%	0 – 15%
> 50 lbs		
> 200 lbs	50 – 100%	
> 400 lbs	0 – 10%	
> 700 lbs		50 – 100 %
> 1400 lbs		0 – 10%

611-3.01 CONSTRUCTION REQUIREMENTS. Provide a level, compact area large enough to dump and sort typical loads of riprap at approved location(s). Dump the loads specified by the Engineer in the area and assist the Engineer as directed to sort and measure the tones in the load to determine if the riprap is within specifications. Provide any and all equipment needed to assist in this sorting. This work is subsidiary to the production of material.

Stockpiled riprap shall be placed using a loader, excavator, backhoe or other equipment suitable to stack the material without segregation or instability.

SECTION 641 EROSION, SEDIMENT, AND POLLUTION CONTROL

641-1.01 DESCRIPTION. This Project is not anticipated to require a SWPPP, as all work in the material site(s) should be planned so that no runoff may discharge to Waters of the U.S. Appropriate Best Management Practices (BMPs) should be employed to ensure that no discharge is possible. In the event that runoff discharges occur, the Contractor shall take immediate action to stop them, and shall notify the Engineer. In the event that runoff cannot be prevented from leaving the site, the Engineer may require the Contractor to design and implement a SWPPP under the Alaska Construction General Permit.

Alyeska Pipeline Service Company has a Multi-Sector General Permit SWPPP for their operations in the MS 71-4-001-2 site. The Contractor shall ensure that their activities do not remove, damage, or otherwise change any BMPs in place as part of this plan. Any existing BMPs impacted by the Contractor shall be immediately repaired or replaced at the Contractor's sole expense, as directed by the Engineer.

Crushed Aggregate; Richardson Highway MP 224.5

<u>Pay Item</u>	<u>Location</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Mile 224.5 Richardson Highway	Class II Riprap	800	Cubic Yard	\$_____	\$_____
2	Mile 224.5 Richardson Highway	Class III Riprap	200	Cubic Yard	\$_____	\$_____
AA1	Mile 224.5 Richardson Highway	Class II Riprap	400	Cubic Yard	\$_____	\$_____
AA2	Mile 224.5 Richardson Highway	Class III Riprap	100	Cubic Yard	\$_____	\$_____
Total Basic Bid					\$_____	

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

Federal Project No. STP-000S(530)
AKSAS Project No. 76174

RICHARDSON HIGHWAY

MS 71-4-001-2 **Lower Suzy Q Quarry**

January 31, 2010

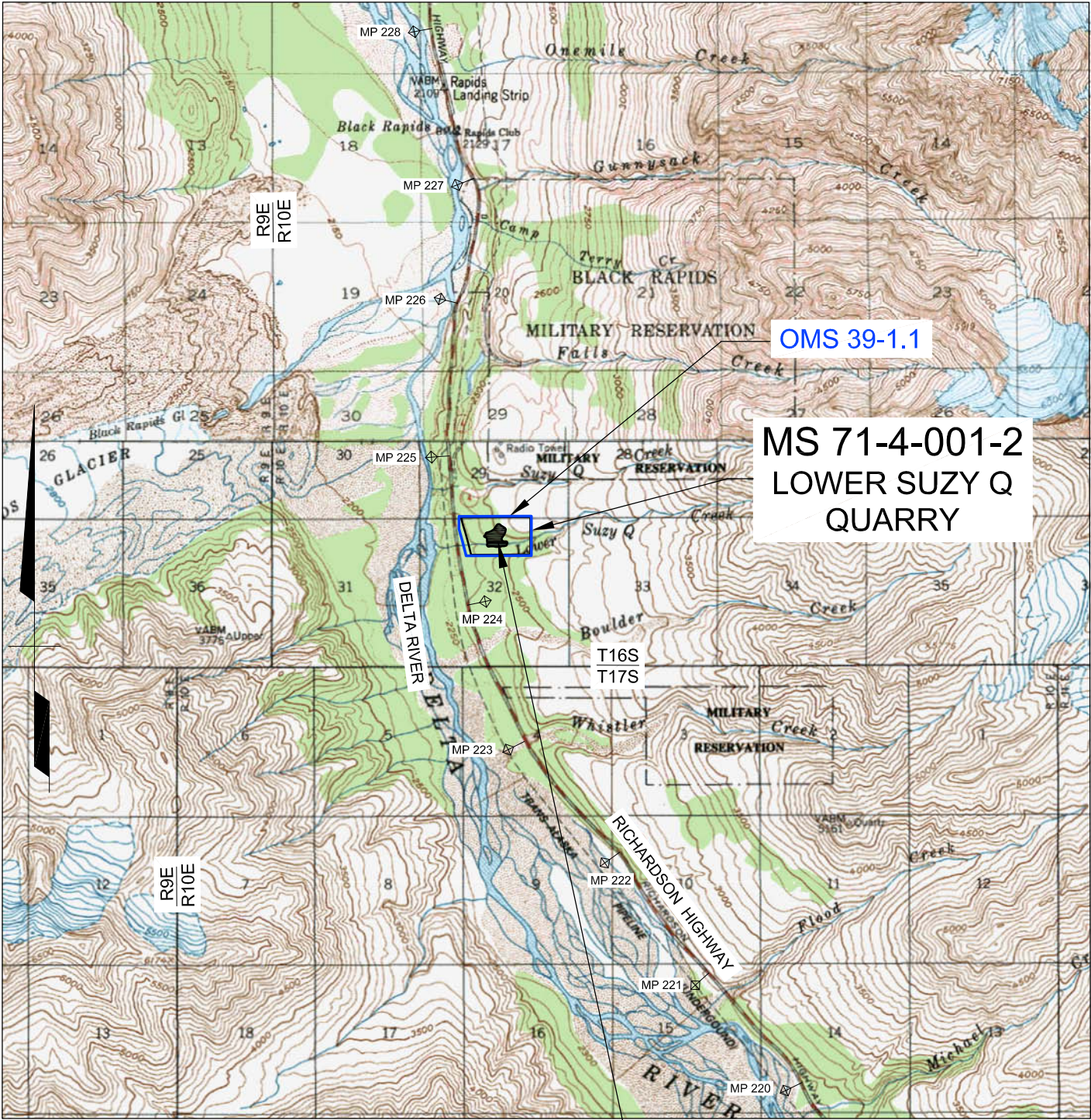
<u>CONTENTS</u>	<u>PAGE</u>
COVER SHEET.....	1
LOCATION MAP	2
SITE MAP	3A & 3B
INSPECTION FORM.....	4 thru 10

CATEGORY:

ACTIVE – OPEN

According to information found in the DOT&PF EDMS system in January 2009 and BLM case file abstracts, this site lies on Federal lands managed by BLM. The site was originally an indefinite right-of-way grant from BLM (F-31969) in 1964. A non-expiring Highway Easement Deed was acquired for a larger site by DOT&PF in 2001 (AA-84183). Alyeska currently has a material sale contract for the site (OMS 39-1.1) that expires on June 05, 2012 (AA-86877). Both are presently operating under a joint mining plan prepared in 2002 that only showed a working area for Alyeska. Alyeska has a material storage temporary use permit (FF-60611) for the SW ¼ of Section 32 (MS 71-0-034-2). DNR shows a mining claim (ADL 502387) along the north edge of the site in Section 29. Its status is unclear. The site adjoins the Richardson Highway right-of-way and there is an existing access road. The site appears to contain significant quantities of rock and should be retained by DOT&PF for future use. The site is primarily intended for the production of riprap with waste rock going to other uses.

LOCATION MAP



OMS 39-1.1

MS 71-4-001-2
LOWER SUZY Q
QUARRY

U.S.G.S. QUADRANGLE: MT HAYES (B-4) & (C-4)

GPS COORDINATES FROM GOOGLE EARTH
UTM (WGS84-METERS)
ZONE 6: N7,040,719 E557,269
AK STATE PLANE (NAD83-US SURVEY FT)
ZONE 3: N3,467,869 E1,664,933

ACTIVE - OPEN



GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-4-001-2			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE JULY 2009	PAGE 2

SITE MAP



BASE MAP IS AUGUST 20, 2005 DIGITALGLOBE SATELLITE IMAGERY. THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

ACTIVE - OPEN



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-4-001-2			
SCALE AS SHOWN	DESIGNED P.K.H.	DRAWN P.K.H.	PAGE 3A
	CHECKED C.H.R.	DATE AUG. 2009	

SITE MAP



BASE MAP IS AUGUST 20, 2005 DIGITALGLOBE SATELLITE IMAGERY.
THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS
DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE
UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

ACTIVE - OPEN



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 71-4-001-2			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE AUG. 2009	PAGE 3B

**STATEWIDE MATERIAL SITE INVENTORY
DRAFT MATERIAL SITE INSPECTION FORM**

16. POTENTIAL_STATUS SIGNIFICANT

Estimated quantity of material in the site at the time of inspection.

NONE	There appeared to be no useable material in the site.
LIMITED	There appeared to be less than 25,000 c.y. available within the developed site.
SIGNIFICANT	There appeared to be greater than 25,000 c.y. available within the developed site.
EXPANDABLE	There was limited material within the developed site, but there appeared to be significant material outside existing site limits.
UNDEVELOPED	The pit has not been mined (used only for new sites).
CLOSED	There may be useable material left in the pit but it is not available.
UNKNOWN	
OTHER	The site does not fit any of the categories above. Explain in Section 44, Notes.

17. PRESENT_USERS

17a. **PRESENT_USER_1** DOT&PF MAINTENANCE

17b. **PRESENT_USER_2** DOT&PF CONSTRUCTION

17c. **PRESENT_USER_3** ALYESKA

18. PERMITTED_ACREAGE 72

Area within site permit or R.O.W. boundaries, from permit application or property plat.

19. DEVELOPED_ACREAGE 10

Area within an existing pit, excluding spoil berms lying outside the pit, access roads etc. Explain below.

Includes pit limits as of 2005.

20. ACREAGE_COMP_METHOD FROM MAP/PHOTO

Method used to determine developed acreage.

21. EST_QUAN_AVAIL 500,000 ROUGH ESTIMATE

Estimated quantity available (b.c.y.), may be based on acreage computed above plus expansion area.

Explain computation assumptions and calculations below.

There was little to no geotechnical data available for this site, particularly the extent of the diorite, from which the best riprap is reportedly produced. Assuming that there is an average of 40 feet in of material in the existing pit there was approx. 388,000 c.y. of material available (9.7 acres x 40 feet x 1,000 c.y. per acre-foot). Assuming the pit could be expanded to the northeast and an average of 43 feet of useable rock was available, there was approx. 120,000 c.y. of material (2.8 acres x 43 feet x 1,000 c.y. per acre-foot). The quantity of this material which could be used for riprap is unknown.

**STATEWIDE MATERIAL SITE INVENTORY
DRAFT MATERIAL SITE INSPECTION FORM**

22. ACCESS_TYPE

EXISTING ROAD / OPEN

NONE	No access road has been built.
EXISTING ROAD / OPEN	Drivable. May have gate.
EXISTING ROAD / REVEG	Can be reopened with little effort.
EXISTING ROAD / CLOSED W/BERMS	Can be reopened with little effort.
EXISTING ACCESS / REMOVED	Can be reopened with much effort.
SNOW ROAD	Can only be accessed during winter.
ICE ROAD	Requires crossing river or lake ice in the winter.
BARGE	Material can only be moved by barge.
OTHER	The site does not fit any of the categories above. Describe in Section 44, Notes.

23. ACCESS_LENGTH

950

Approx. length from edge of pit to highway/secondary route (ft.)

24. VEGETATION

Spruce trees to two feet in diameter were present on the upper and northern portion of the material site. Spruce trees up to twelve inches in diameter interspersed with willow were noted on the undeveloped portions of the site. Small spruce trees six inches in diameter were observed on the face and talus slope. Aspen, willow and alder covered the flood plain of Lower Suzie Q Creek.

25. TYPE_1

QUARRY

26. TYPE_2

Dominant type

Subordinate type

General Types of Materials Available

Enter data in Type_2 only if two types of material site available

QUARRY	Bedrock sources requiring blasting
BORROW PIT	Soils or soft bedrock (rippable), above water table
BAILING	Requires production below the water table
RIVER BAR	Sand/gravel bars in active channels

27. OB_CLASS_1

3 TO 6 FT.

28. OB_CLASS_2

3 TO 6 FT.

New Site or expansion Area

Existing Pit (Spoil)

A site may have both. Data should be based on actual subsurface exploration, otherwise unknown.

Estimated average depth over the area.

NONE	3 TO 6 FT.	UNKNOWN
<3 FT.	>6 FT.	OTHER

29. OB_TYPE_1

SILT

30. OB_TYPE_2

SPOIL

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT	PEAT	SOLID WASTE	OTHER
COLLUVIUM	SPOIL	UNKNOWN	

**STATEWIDE MATERIAL SITE INVENTORY
DRAFT MATERIAL SITE INSPECTION FORM**

31. MAT_TYPE_1 Dominant type	BEDROCK	32. MAT_TYPE_2 Subordinate type
BEDROCK WEATHER. BEDROCK FLUVIAL GLACIAL COLLUVIAL EOLIAN SILT	Bedrock sources requiring blasting Bedrock sources requiring ripping Water deposited sand and gravel, includes glaciofluvial Glacial till Talus slopes, etc. Sand Dunes, etc. Silt deposits, loess, fluvial, etc.	

33. PERMAFROST_1 New Site or Expansion Area	UNKNOWN
---	----------------

34. PERMAFROST_2 Existing Site DETECTED IN MOST TEST HOLES DETECTED IN SOME TEST HOLES DETECTED IN IMMEDIATE VICINITY DETECTED IN NO TEST HOLES DATA OUTDATED UNKNOWN OTHER	UNKNOWN
--	----------------

35. GROUNDWATER	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> The depth to groundwater underlying the pit is unknown. </div>
------------------------	---

**STATEWIDE MATERIAL SITE INVENTORY
DRAFT MATERIAL SITE INSPECTION FORM**

36. LITHOLOGY_1

DIORITE/GABBRO

Dominant type

37. LITHOLOGY_2

SCHIST/PHYLLITE

Subordinate type

IGNEOUS ROCK

Undifferentiated Igneous Rocks

GRANITIC

Granite/Monzonite/Granodiorite

DIORITE/GABBRO

Diorite/Gabbro

BASALT

Dark colored fine-grained Igneous Rocks

GREENSTONE

Altered Volcanic Rocks w/green tint

METAMORPHIC ROCK

Undifferentiated Metamorphic Rocks

SCHIST/PHYLLITE

Includes rocks ranging from slate to schist

GNEISS

Includes hard schistose rocks

MARBLE

CATACLASTIC

Incl. Valdez Formation Rocks, Kenai Penn.

MÉLANGE

Incl. McHugh Formation Rocks, Kenai Penn.

SEDIMENTARY ROCK

Undifferentiated Sedimentary Rocks

CONGLOMERATE

SANDSTONE

Includes greywacke, etc.

SHALE/MUDSTONE

LIMESTONE

FLUVIAL

River and stream deposits (floodplain), includes outwash.

ALLUVIAL

Alluvial / Debris Fan deposits

GLACIOFLUVIAL

Eskers, kames, etc.

GLACIAL

Till

COLLUVIAL

Talus, etc.

EOLIAN

Sand Dunes, etc.

SILT

Loess, fluvial silts, etc.

OTHER

Explain in Section 44.

38. MATERIAL_CLASSIFICATION

ASTM Classification, generally they should range from coarse to fine.

38a. _____	38c. _____	38e. _____	38g. _____
38b. _____	38d. _____	38f. _____	38h. _____

STATEWIDE MATERIAL SITE INVENTORY DRAFT MATERIAL SITE INSPECTION FORM

39. COBBLES_AND_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. (Can use ranges i.e. 0 to 20)

39a.	CONTAINS	<hr/>	
39b.	Est. % by VOL.	<hr/>	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	<hr/>	(Observed Size)

40. AGG_TEST_RESULTS

Year of test or report- Test result / Year of test or report- Test Results

40a. SG APP COARSE	<hr/> 1963- 3.01 / 1987- 3.02
40b. SG APP FINE	<hr/>
40c. ABSORPTION CRSE	<hr/>
40d. ABSORPTION FINE	<hr/>
40e. NORDIC ABRASION	<hr/>
40f. L.A. ABRASION	<hr/> 1963- 14 / 1987- 7
40g. DEGRADATION (T-13)	<hr/> 1987- 28
40h. NASO4 LOSS COARSE	<hr/>
40i. NASO4 LOSS FINE	<hr/>

41. POTENTIAL_USABILITY

TYPES A AND B MATERIAL AVAILABLE

Best known potential use of the material, based on records, exploration and laboratory data.

CONCRETE AGGREGATE PRODUCED	The site has produced concrete aggregate
PAVING AGGREGATE PRODUCED	The site has produced paving aggregate
CRUSHED PRODUCTS PRODUCED	Base, Surface Coarse, Subbase, etc. has been produced.
TYPE A AND B MATERIAL AVAILABLE	0 to 10 percent passing 200
TYPE C AVAILABLE	Compactable material
TYPE C NOT AVAILABLE	Uncompactable material (Lower Kuskokwim and Yukon River, etc.)
UNKNOWN	
OTHER	Explain in Section 44.

42. SPECIAL_PROBLEMS

Special problems encountered or anticipated with use of the material, based on records, exploration and laboratory data.

ORGANIC CONTENT	The material is very difficult to compact.
HIGHLY WEATHERED GRAVEL	The gravel is highly weathered and may break down when handled.
BREAKS DOWN UNDER USE	Material breaks down on grade.
SENSITIVE TO WATER CONTENT	Material is sensitive to water content, i.e.. some glacial tills, soft bedrock.
VARIABLE MATERIAL	Deposit contains mixture of suitable and unsuitable material.
POSSIBLE CONTAMINATION	Site may be contaminated by petroleum products or hazardous materials.
UNKNOWN	
OTHER	Explain in Section 44, Notes.

**STATEWIDE MATERIAL SITE INVENTORY
DRAFT MATERIAL SITE INSPECTION FORM**

43. RIPRAP

PREVIOUS PRODUCTION

Class II or larger. Does not include production for erosion control riprap for ditches or culverts.

PREVIOUS PRODUCTION

There is a record of production.

POSSIBLE FURTHER INVESTIGATION NEEDED

The site is a bedrock quarry containing hard rock

NOT POSSIBLE

The site has soft rock or soil.

UNKNOWN

OTHER

Explain in Section 44, Notes.

44. NOTES

Note number of item being discussed.

36/37. The material in the site appears to be a granitic rock intruded into a schist country rock. It is reportedly the best available riprap site in the vicinity.



Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Rev. No.	Date	Document Owner	Document SPOC	SME
8	09/25/15	D. Heimke	A. Lai	W. Wuttig

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Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Revisions

Rev. No.	Date	Document Owner	Document SPOC	SME
7	02/07/11	Rob Annett	A.W. Lai	Vinnie Szymkowiak
6	06/02/05	Pat McDevitt	A.W. Lai	W.M. Wassman
5	03/18/05	Pat McDevitt	A.W. Lai	W.M. Wassman
4	08/25/03	Pat McDevitt	A.W. Lai	W.M. Wassman
3	08/06/03	Pat McDevitt	A.W. Lai	W.M. Wassman
2	3/22/2002	J.W. Roddick	A.W. Lai	W.M. Wassman
1	12/15/2002	J.W. Roddick	J.E. Ferrell	S.P. Sorensen
0	5/5/1995	P.K. Brashears		M.R. Fitzpatrick

Revision History

Master Specification C-415		
Approved by: David Heimke, Engineering Standards and Programs Manager		
Rev. No.	Date	Comments
8	09/25/15	Updated the following: <ul style="list-style-type: none"> The ownership statement on the title page of the document was replaced with the Express Statement Marking, no.6 from AMS-006-01, Business or Security Sensitive Information Procedure, Appendix B, "Express Language Matrix." Updated the title of the document to state from Specification C-415, Blasting Restrictions Near the Trans-Alaska Pipeline System to state Master Specification C-415, Construction Specification – Blasting Restrictions Near the Trans-Alaska Pipeline System. Summary, Reference and Submittal Sections of the document. References in the document. Records Section. Figure 1. Ownership and SME designation. Required blasting notifications. Storage and separation distances of explosives to TAPS and other facilities.
7	02/07/11	<ul style="list-style-type: none"> Updated Section 1.3, References, and the Records section.
6	06/02/05	<ul style="list-style-type: none"> Revised Section 1.2.
5	03/18/05	<ul style="list-style-type: none"> Updated references as necessary. Updated Records section to read "None."
4	8/25/03	<ul style="list-style-type: none"> Corrected pagination
3	08/06/03	<ul style="list-style-type: none"> Removed references to <i>PM-2001</i>. Added reference to <i>CW-199</i>. Changed "Alyeska Systems Integrity" to "Alyeska Integrity Management."
2	3/22/2002	<ul style="list-style-type: none"> Reformatted document to current Alyeska standards Replaced sections 1.1, 1.2, and 2.1.



Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Master Specification C-415		
Approved by: David Heimke, Engineering Standards and Programs Manager		
Rev. No.	Date	Comments
		<ul style="list-style-type: none"> Removed "3000 ft" column from all Blasting Restriction Tables. Minor changes throughout document. Moved Blasting Restriction Tables to the end of the specification
1	12/15/2000	<ul style="list-style-type: none"> N/A
0	5/5/1995	<ul style="list-style-type: none"> Initial issue of specification.

Records

<ul style="list-style-type: none"> All documents as stated in Section 1.3 and Section 2.0. Form 3313, <i>Specific Blasting Plan and Blasting Results</i> Site Specific Blasting Plans – Will be retained by the P&CM of the affected asset area. Duration will be in accordance with <i>CW-200, Records Retention Schedule</i>. <p>Note: All Submittals generated as a result of this document will be retained as a record in accordance with CW-200.</p>	<p>All records generated as a result of this document will be retained in accordance with CW-200, <i>Records Retention Schedule</i>.</p>
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Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Contents

Revisions	ii
Revision History	ii
Contents	iv
Figures	iv
Tables	iv
1.0 General	1
1.1 Summary	1
1.2 References	1
1.3 Submittals	1
1.3.1 Notification	1
1.4 Quality Assurance	2
1.4.1 Blasting and Storage Restrictions	2
2.0 Blasting Plans	2
2.1 General Blasting Plan	2
2.2 Specific Blasting Plan	3
2.3 Site-Specific Blasting Plan	4
2.3.1 Detailed Analysis of Site Conditions	4
2.3.2 Plan Requirements	4
2.3.3 Block Motion Control	4
2.4 Special Studies	4
2.5 Inspection	4
3.0 Monitoring	4
3.1 Ground Vibration Levels	4
3.2 Monitoring Equipment	5
3.3 Field Verification	5
3.4 Blasting Criteria	5

Figures

Figure 1. Specific Blasting Plan & Blasting Results, Form 3313, Specific Blasting Plan and Blasting Results...	9
--	---

Tables

Table 1. Blasting Restrictions Near TAPS Aboveground Facilities	6
Table 2. Blasting Restrictions Near TAPS Belowground Facilities	7
Table 3. Blasting Restrictions Near TAPS Fuel Gas Line	8



Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

1.0 General

1.1 Summary

This specification covers the requirements for blasting and storage of explosives, for any purpose, within 3,000 feet of the Trans-Alaska Pipeline System or related facilities by Alyeska, its contractors, or other parties.

Blasting activities shall comply with all laws, regulations, statutes and ordinances, with respect to the use, handling, loading, transportation, and storage of explosives and blasting agents.

No revisions and/or addendums shall be made to this specification without the review and approval of the SME of this specification or their approved designee.

All interpretations of this specification shall be addressed by the SME of this specification or their approved designee.

1.2 References

This section is a listing of references used in this specification. Comply with the current or specified editions of these references as noted in the text.

Alyeska Pipeline Service Company (Alyeska)

- *Form 3313, Specific Blasting Plan and Blasting Results*
- *SA-38, Corporate Safety Manual*

Code of Federal Regulations (CFR)

- *29 CFR 1926, "Safety and Health Regulations for Construction"*
- *29 CFR 1910.109, "Explosives and Blasting Agents"*
- *27 CFR 555 Subpart K, "Storage"*

1.3 Submittals

All submittals require the approval of Alyeska Engineering or designated representative prior to initiating work. Submit the following.

1.3.1 Notification

Provide written notification (e.g. letter or e-mail) at least thirty days prior to blasting operations or storage of explosives within 3,000 feet of TAPS or related facilities or within 3,000 feet of non-TAPS manmade structures including public roads and utilities. Update notifications as needed if schedule or plans change and make final pre-blast notifications 24 hours prior to blast. Notification shall include the following:

- Location
- Time frame
- Responsible party, single point of contact and contact numbers
- Time area is clear

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

- Radio instructions and any restrictions to the use of radio transmitters
- Any other pertinent data, including but not limited to the description and location of any non-TAPS structures within 3,000 feet of the blasting or storage area(s).

Provide notification to the following:

1. Alyeska ROW Maintenance Coordinator(s)
2. Alyeska Aviation Services
3. Notice to Airmen (NOTAMS) with the nearest U.S. government flight service station to all local (if needed) and distant (D) NOTAMS. The process of filing includes opening, adjusting times and dates, and verifying closure of the NOTAM.
4. Alyeska Security and Alyeska Land/Legal. The Joint Pipeline Office (JPO) will be notified by Land/Legal if the blasting or explosives storage is not related to a mineral material production effort. Such notification will be made in accordance with Grant and/or Lease Stipulation 2.11.
5. Adjacent property owners including utilities within 3,000 feet of the blasting or storage location, Alyeska Land/Legal can provide their contact information if needed
6. Alaska Department of Transportation and Public Facilities (ADOTPF) Northern Region Area Managers (Dalton [in Fairbanks], Fairbanks, Tok [for Delta], Tazlina and Valdez): when there are public roads and highways or other ADOTPF facilities within 3,000 feet of any blasting or explosives storage areas. Notification shall be provided directly to the ADOTPF Area field offices
7. Alyeska System Integrity (SI) Department
8. Environment Fish and Wildlife SME: When blasting activities are underwater or within ¼ mile of a stream or lake. Coordinate the issuance of a Title 41 permit, if required.

1.4 Quality Assurance

1.4.1 Blasting and Storage Restrictions

1. [Table 1](#) through [Table 3](#) define the blasting restrictions near the TAPS facilities for both aboveground and below ground facilities and the fuel gas pipeline.
2. Use these tables to identify the need for Alyeska System Integrity Engineering notification, the type of blasting plan required, charge limit in pounds of explosives per delay, Alyeska inspection and monitoring requirements, flyrock control, and when direct Alyeska supervision of blasting activities by Alyeska Engineering is required. Coordinate Engineering support with the Alyeska System Integrity Team Lead.
3. Storage of explosives and separation distances to TAPS and other facilities shall comply with 27 CFR 555 Subpart K.

2.0 Blasting Plans

2.1 General Blasting Plan

Submit a general blasting plan to Alyeska System Integrity for approval, as part of the initial notification, at least thirty days prior to commencement of blasting operations. The general blasting plan shall address each of the following items:

Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

1. Description of blasting work to be done.
2. Location of blasting work.
3. Safety during blasting operations:
 - a. Protection and safety of the public.
 - b. Protection and safety of public facilities such as roads, highways, camp grounds or other facilities used by the public.
 - c. Temporary closures, restrictions, or detours to public facilities.
 - d. Restrictions on the use of radio transmitters.
 - e. Protection and safety of personnel involved with the blasting operation.
 - f. Protection and safety of the environment.
 - g. Protection and safety TAPS facilities.
 - h. Protection and safety of mobile and stationary equipment used in support of TAPS operations and maintenance activities.
4. Minimum distance from closest blast hole and nearest point on oil pipeline, fuel gas line, or pipeline facility
5. Maximum expected charge weight per delay, type of explosive, and detonation techniques used during blasting
6. Quality Control procedures, including name or responsible party in charge of blasting work
7. Explosive storage distances to TAPS and transportation procedures
8. Flyrock control plan.

2.2 Specific Blasting Plan

In addition to the items required in the “general blasting plan,” submit the following items to Alyeska for approval of a “specific blasting plan” as required by [Table 1](#) through [Table 3](#):

1. Blasting Procedures: Provide this information on *Form 3313*, Specific Blasting Plan and Blasting Results (See [Figure 1](#)) and submit to the Alyeska Maintenance Coordinator and Aviation Services on a daily basis prior to initiation of blasting operations.
2. Safety and Misfire Procedures.
3. Any additional information on special blasting techniques and special blast monitoring or other details deemed appropriate by Alyeska. Such details may be required where unstable soil or rock masses are identified or where the blast is within a distance $4D$ (where D is the depth of the shot hole) from the Alyeska point of interest. The blast design must consider the effects on all TAPS facilities.
4. Methods to allow for Alyeska inspection, when necessary.
5. Monitoring procedures.
6. Flyrock control methods.

2.3 Site-Specific Blasting Plan

2.3.1 Detailed Analysis of Site Conditions

For those blasts within 60 feet of the pipeline or within 30 feet of the fuel gas line given site-specific (SS) status in Tables 1 through 3, prepare a site-specific blasting plan based on a detailed analysis of geologic conditions and potential adverse consequences to TAPS. Submit the site-specific blasting plan in writing 30 days in advance for Alyeska approval.

2.3.2 Plan Requirements

In addition to the items required in the “specific blasting plan,” the site-specific blasting plan must present details of the shot hole loading and detonation techniques and controlled blasting methods such as line drilling, presplitting, etc., that will be used to limit ground vibrations, flyrock generation, and ground movement to acceptable levels.

2.3.3 Block Motion Control

Design site specific blasts so the point of interest on the oil pipeline, fuel gas line, or related facility does not lie within an area experiencing block motion, ground cracking or bulking, or extended crack propagation along ice wedges. Use a 1:4 depth-to-distance ratio to control block motion. This 1:4 ratio is that of the difference in elevation between the bottom of the shot hole and the top of the closest buried structure to the horizontal separation distance between that structure and the shot hole. Consider the potential adverse effects of the ice wedges and thermal cracks on ground movement.

2.4 Special Studies

Special studies or tests may be conducted in order to justify less stringent criteria presented in [Table 1](#) through [Table 3](#). The results of these special studies or tests must verify, to Alyeska’s satisfaction, that the use of the proposed less stringent criteria will not cause the pipeline or related TAPS facility to be damaged.

2.5 Inspection

An examination must be made by Alyeska’s representative prior to commencement of blasting activities to ensure that the provisions of the authorized blasting plan are met. The scope of Alyeska’s blast inspection will be defined dependent on the blasting plan, distance category, and the type and extent of damage control measures utilized.

3.0 Monitoring

The scope of monitoring will be defined dependent upon the distance category, blasting methods, site conditions, and the extent of ground vibration control measures utilized.

3.1 Ground Vibration Levels

1. Ground Particle Velocities: Monitoring will be required to show that the 90 and 100 percentile level peak ground particle velocities, measured on the ground surface at the point of interest on the pipeline system, do not exceed the limitations shown in [Table 1](#) through [Table 3](#).

Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

2. Velocity Level Limits:

- a. The “V₉₀” or “90 percentile” velocity level is defined as that velocity which is not to be exceeded during 90% of all blasts. Never exceed the “V₁₀₀” or “100 percentile” velocity.
 - b. The “peak” velocity is defined as the maximum of the vertical, transverse, or longitudinal ground particle velocities measured at some distance from the blast. A velocity calculated as a vector summation of the three velocity components will not be utilized.
3. Point of Interest: The “point of interest” at which ground surface vibration monitoring is to be conducted will usually be defined as the point of the oil or fuel gas pipeline centerline nearest to the blast perimeter. In special cases, however, certain pipeline facilities or features, such as critical slopes, valves, or appurtenances, may be defined as the point of interest.
4. Acceptable Ground Vibration Levels: For blasts within distance categories given SS status, a site specific blasting plan, in accordance with Section 2.3 is required. Acceptable ground vibration levels will vary according to the type of special blasting techniques used, distance category, the transmission characteristics of the soil/rock mass, and the type of nearby TAPS facility.

3.2 Monitoring Equipment

Provide instrumentation capable of measuring and recording, in an Arctic environment and at several distances from the blast, ground particle velocities in any directional plane over the frequency range of 5.0 to 300 hertz and over the amplitude range of 0.1 to 20 inches-per-second.

3.3 Field Verification

Ground velocity monitoring requirements in certain distance categories may be relaxed if a field verification at the initiation of production blasting within a certain soil type shows that a particular blasting method never produces peak ground velocities in excess of the “V₉₀” velocity limitations.

3.4 Blasting Criteria

Use the following blasting requirements where applicable as noted in [Table 1](#) through [Table 3](#).

1. Ground Vibration Levels: Velocity limits must not exceed values in [Table 1](#) through [Table 3](#).
2. Flyrock Control:
 - a. A flyrock control system which prevents flyrock damage to the oil pipeline or any related facility must be developed, approved, and utilized when blasting within distance categories shown in [Table 1](#) and [Table 3](#).
 - 1) For the aboveground pipeline system, the control method must prevent impact to the pipeline or facility by any and all flyrock as well as allow no flyrock larger than one cubic foot size to fall within 100 feet of the pipeline or facility.
 - 2) For the belowground pipeline system, the containment method must prevent impact over TAPS by flyrock of a size and nature which may be potentially damaging.

Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

- b. Flyrock Control Plan: Prepare and submit a flyrock control plan for Alyeska approval of the “general blasting plan.” The flyrock control plan must provide details on flyrock control measures related to shot hole loading and denotation techniques and include typical drawings and specifications for any blasting mats or other damage control systems that may be used. Include blasting mat details such as construction materials, maximum open area, overlap length, mat weight, etc., as well as procedures for use of the mats.
 - c. Field Qualification: To verify the adequacy of the flyrock containment systems, a field qualification of the mat type selected for each blasting method designed for use in a specific landform is required at the initiation of production blasting in that landform. Acceptability of any flyrock containment system is subject to this field qualification.
3. Charge Limits: Design all blast rounds so the maximum charge weight per delay does not exceed the limitations of Tables 1 through 3 and any site-specific blasting plans. The charge weight is the total amount of explosives (in pounds) detonated in any 8 millisecond time increment. These charge limit restrictions are designed to control ground vibrations and are neither recommended nor approved values. It should be understood that lower values of charge weight per delay may be required to control flyrock, block motion, or other factors more critical than ground vibrations. The charge weight per delay must never be larger than that required to accomplish the task.

Table 1. Blasting Restrictions Near TAPS Aboveground Facilities

Restriction	Distance (feet)								
	0 to 30	30 to 45	45 to 60	60 to 100	100 to 150	150 to 200	200 to 500	500 to 1500	1500 to 3000
Alyeska notification required	x	x	x	x	x	x	x	x	x
Alyeska approval of general blasting plan required	x	x	x	x	x	x	x	x	
Alyeska approval of specific blasting plan required	x	x	x	x	x	x	x		
Charge limit; lbs. of explosive per delay	SS	SS	SS	12	60	75	100	200	
Alyeska inspection required	x	x	x	x	x	x	x	x	
Monitoring required; velocity limits, V90 (V100) in/sec	SS	SS	SS	2(3)	2(3)	2(3)	2(3)		
Approved flyrock control required	x	x	x	x	x	x			
Alyeska approval of site specific blasting plan and Alyeska on-site supervisor required	x	x	x						
Note: SS – site specific									

Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Table 2. Blasting Restrictions Near TAPS Belowground Facilities

Restriction	Distance (feet)								
	0 to 30	30 to 45	45 to 60	60 to 100	100 to 150	150 to 200	200 to 500	500 to 1500	1500 to 3000
Alyeska notification required	x	x	x	x	x	x	x	x	x
Alyeska approval of general blasting plan required	x	x	x	x	x	x	x	x	
Alyeska approval of specific blasting plan required	x	x	x	x	x	x	x		
Charge limit; lbs. of explosive per delay	SS	SS	SS	50	75	100	200		
Alyeska inspection required	x	x	x	x	x	x	x		
Monitoring required; velocity limits, V90 (V100) in/sec	SS	SS	SS	4(6)	4(6)	4(6)			
Approved flyrock control required	x	x	x						
Alyeska approval of site specific blasting plan and Alyeska on-site supervisor required	x	x	x						
Note: SS – site specific									



Master Specification C-415

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Table 3. Blasting Restrictions Near TAPS Fuel Gas Line

Restriction	Distance (feet)								
	0 to 30	30 to 45	45 to 60	60 to 100	100 to 150	150 to 200	200 to 500	500 to 1500	1500 to 3000
Alyeska notification required	x	x	x	x	x	x	x	x	
Alyeska approval of general blasting plan required	x	x	x	x	x	x	x		
Alyeska approval of specific blasting plan required	x	x	x	x	x	x			
Charge limit; lbs. of explosive per delay	SS	21	40	60	75	100	200	200	
Alyeska inspection required	x	x	x	x	x	x			
Monitoring required; velocity limits, V90 (V100) in/sec	SS	8 (12)	6(9)	6(9)					
Approved flyrock control required									
Alyeska approval of site specific blasting plan and Alyeska on-site supervisor required	x								
Note: SS – site specific									

Construction Specification - Blasting Restrictions Near the Trans-Alaska Pipeline System

Figure 1. Specific Blasting Plan & Blasting Results, Form 3313, Specific Blasting Plan and Blasting Results

Specific Blasting Plan & Blasting Results											
Alyeska pipeline SERVICE COMPANY		Date:		Time:		Job Description:					
Blasting Contractor:		Owner:									
Location:		To Be Completed After Blast									
Shot Number:		Minimum Distance to Alyeska Structure (Ft.)		Maximum Charge Delay (Lbs.)		Total Charge Detonated (lbs.)		Minimum Charge Depth (Ft.)		Minimum Delay Period (Mts.)	
		Minimum Stemming Depth (Ft.)		Hole Diameter (In.)		Hole Spacing (Ft.)		Hole Burden (Ft.)		Peak Particle Velocity at Alyeska (Diameter/Inches)	
		Maximum Flyrock Size at Alyeska (Diameter/Inches)		Minimum Distance Between Alyeska and Overbreak (Ft.)		Maximum Extent of Significant Flyrock (Ft.)		Volume Excavated (Cu. Yds.)			
Sketch: (Show Shothole Delay Pattern, Hole Loading Schematic, Special Techniques and Other Details, Attach Additional Sheets if Necessary)											
Material Blasted <input type="checkbox"/> Thawed Soil VP – 5,000 Lps. <input type="checkbox"/> Weathered Bedrock VP – 10,000 Lps. <input type="checkbox"/> Frozen Soil VP – 7,500 Lps. <input type="checkbox"/> Competent Bedrock VP – 15,000 Lps.											
Explosives Used:											
Closest Alyeska Structure:											
Flyrock Control:											
Special Techniques:											
Monitoring Method:											
Monitoring Equipment:											
Blasting Supervisor Signature:											
Alyeska Inspector Signature:											

3313 (11/01)

HIGHWAY EASEMENT DEED

THIS DEED, made this 10 day of September, 2001, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter referred to as the STATE:

WITNESSETH:

WHEREAS, the STATE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for a right of way for Material Source 71-4-001-2 over certain Federal land under the jurisdiction of the Department of the Interior, Bureau of Land Management in the State of Alaska, and,

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right of way for a material source; and,

WHEREAS, the Department of the Interior, acting by and through the Bureau of Land Management in its consent to the appropriation of the Federal land, has agreed to the transfer by the DEPARTMENT of an easement over the land to the STATE;

NOW, THEREFORE, the DEPARTMENT, as authorized by law and in compliance with all requirements imposed by or pursuant to Title 49 CFR, DEPARTMENT OF TRANSPORTATION, Subtitle A, Office of Secretary, Part 21, nondiscrimination in federally-assisted programs of the DEPARTMENT OF TRANSPORTATION (49 CFR 21.2 - 21.23) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4), does hereby grant to the STATE an easement for a material source for the construction and maintenance of the Richardson Highway, a federal-aid primary highway, and use of the space above and below the existing ground surface for highway purposes on, over, across, in and upon Federal land within Section 32, Township 16 South, Range 10 East, Fairbanks Meridian, Fairbanks Recording District, State of Alaska, as shown on the plat dated June 8, 2001, marked as Exhibit A, attached hereto and made a part hereof, subject, however, to the following terms and conditions:

- 1) Outstanding valid claims, if any, existing on the date of this grant, and the STATE shall obtain such permission as may be necessary on account of any such claims.
- 2) Use of the material source is to be undertaken by the STATE in compliance with the Act entitled "An Act for the Preservation of American Antiquities" approved June 8, 1960, (34 Stat. 225, 26 U.S.C. 432-433), and State laws where applicable.
- 3) The easement herein granted shall terminate 10 years from the date of the execution of this deed by the UNITED STATES OF AMERICA in the event development of the material source has not commenced during such period.
- 4) The easement herein granted is limited to use of the described right of way and the space above and below the existing ground surface for the purpose of development and maintenance of a material source in accordance with the approved plans described in the following condition No. 5 and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the BUREAU OF LAND MANAGEMENT to use or authorize the use of any portion of the right of way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the DEPARTMENT shall be consulted prior to the exercise of such



case the DEPARTMENT shall be consulted prior to the exercise of such rights: and Provided, further that nothing herein shall preclude the BUREAU OF LAND MANAGEMENT from locating DEPARTMENT OF THE INTERIOR information signs on the portions of the right of way outside of development limits as long as concurrence to do so is first obtained from the STATE.

- 5) The use of this material source will be in accord with the provisions of Title 23, U.S. Code-Highways, and amendments; the provisions of regulations issued pursuant thereto; the construction specifications of the STATE highway department as approved by the DEPARTMENT for use on Federal-aid projects; and the following terms and conditions specified by the BUREAU OF LAND MANAGEMENT attached as Exhibit B-1 through 7.
- 6) Consistent with highway safety standards, the STATE shall protect and preserve soil and vegetative cover and scenic and aesthetic values on the right of way outside of development limits.
- 7) The STATE shall maintain this material source to acceptable standards of repair, orderliness, neatness, sanitation and safety.
- 8) The STATE shall maintain the right of way clearing by means of chemicals only after specific written approval has been given by the DEPARTMENT after consultation with the BUREAU OF LAND MANAGEMENT. Application for such approval must be in writing and specify the time, methods, chemicals and the exact portion of the right of way to be chemically treated.
- 9) When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the STATE shall give notice of that fact to the DEPARTMENT and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Secretary of the DEPARTMENT OF THE INTERIOR or his assigns.

The STATE, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:

- (a) no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such land hereby conveyed;
- (b) that the STATE shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation, in effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above-mentioned nondiscrimination conditions, the DEPARTMENT shall have the right to enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to and vest in and become the absolute property of the Secretary of the DEPARTMENT OF THE INTERIOR and its assigns, as such interest existed prior to this instrument.

IN WITNESS WHEREOF, I, David C. Miller, Division Administrator for the Alaska Division, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.



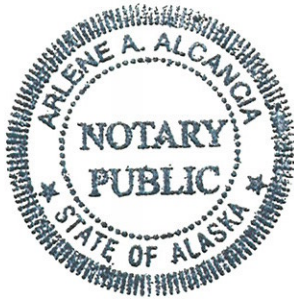
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
P. O. Box 21648
Juneau, Alaska 99801-1648

By: David C. Miller
David C. Miller
Division Administrator
Alaska Division

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

I, Arlene A. Alcancia, a Notary Public in and for the State of Alaska, do hereby certify that on the 10th day of September, 2001, before me personally appeared David C. Miller, being to me personally known and known to me to be the Division Administrator for the Alaska Division, Federal Highway Administration, and acknowledged that the foregoing instrument bearing the date September 10th, 2001, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his act and deed as Alaska Division Administrator, Federal Highway Administration.

Witness my hand and seal of office this 10th day of September, 2001.



Arlene A. Alcancia
Notary Public for Alaska
My Commission expires: March 5, 2003

In compliance with the conditions set forth in the foregoing deed, the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, certifies and, by the acceptance of this deed, accepts the right of way over certain lands herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
2301 Peger Road
Fairbanks, Alaska 99709-5399

By: John F. Bennett
For the Commissioner
John F. Bennett, Chief, Right of Way

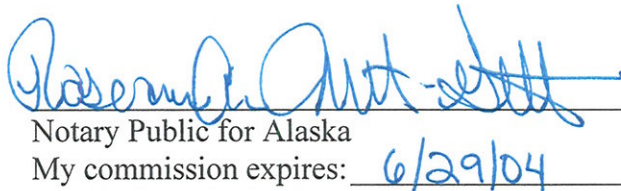


STATE OF ALASKA

) SS.

I, Rosemarie Martel-Lorendatt

19th day of September

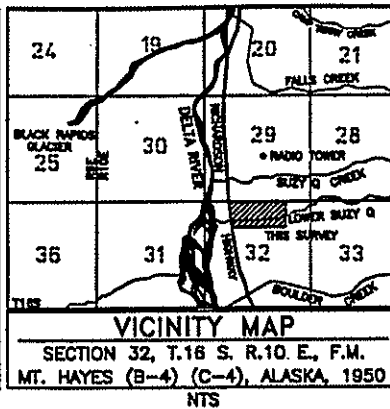
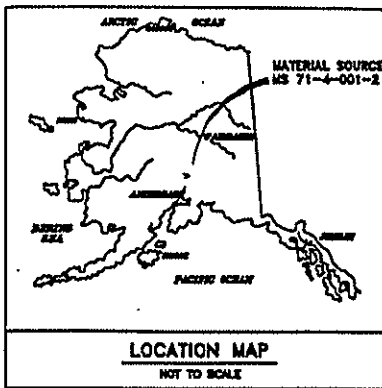


Notary Public for Alaska

My commission expires: 6/29/04

DATE: Aug. 30, 2001

5/16/2016



CURVE	LENGTH	DELTA	RADIUS	TAN	CHORD LENGTH	CHORD BEARING
C1	77.668	02°28'59"	1792.100	38.840	77.662	N 15°31'34" W
C2	62.630	03°12'29"	1118.533	31.323	62.622	N 15°09'49" W

LINE	BEARING	DISTANCE
L1	N 75°23'12" E	98.550
L2	N 89°51'50" E	24.037

GENERAL NOTES:

ALYESKA PIPELINE NAD 27 ALASKA STATE PLANE ZONE 3 LISTED COORDINATES FOR PI 910, N=523125.52 & E=3489380.57 FEET AND PI 912, N=523103.28 & E=3488898.48 FEET WERE CONVERTED TO NAD 83 STATE PLANE ZONE 3 OF N=1057404.500 & E=5068935.351 METERS AND N=1057196.591 & E=506828.572 METERS RESPECTIVELY USING NGS'S CORPCON PROGRAM.

THE NAD 27 PROTRACTED SECTION CORNERS WERE DERIVED USING NGS'S TOWNSHIP PROGRAM AND COMPARED TO THE RELEVANT BLM MASTER TITLE PLAT, THESE WERE THEN CONVERTED TO NAD 83 STATE PLANE METRIC COORDINATES USING THE NGS'S CORPCON PROGRAM.

THE RICHARDSON HIGHWAY WAS ASBUILT USING A BEST FIT ROUTINE AND BASED ON THE PIPELINE PI 912 COORDINATE AND GRID BEARING TO PIPELINE PI 910. PIPELINE PI # 912 WAS USED AS THE BASIS OF COORDINATES. THIS CENTERLINE WAS THEN OFFSET 45.720 METERS (150 FEET) AS REFERENCED BY PLD 601.

METES AND BOUNDS DESCRIPTION:

BEGINNING AT ALYESKA PIPELINE PI NUMBER 910.

THENCE S 01° 52' 03" W A DISTANCE OF 208.111 METERS TO ALYESKA PIPELINE PI NUMBER 912.

THENCE N 75° 23' 12" E A DISTANCE OF 98.550 METERS TO A POINT COMMON TO THE W 1/16 CORNER OF PROTRACTED SECTIONS 29 AND 32, T16S, R10E, FAIRBANKS MERIDIAN.

THENCE N 89° 51' 50" E A DISTANCE OF 24.037 METERS TO A POINT COMMON TO THE INTERSECTION OF THE NORTH LINE OF PROTRACTED SECTION 32 AND THE EAST RICHARDSON HIGHWAY RIGHT OF WAY AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING N 89° 51' 50" E A DISTANCE OF 378.258 METERS ALONG THE NORTH LINE OF SAID SECTION 32 TO A POINT COMMON TO THE NORTH 1/4 CORNER OF PROTRACTED SECTIONS 29 AND 32, T16S, R10E, FAIRBANKS MERIDIAN.

THENCE CONTINUING N 89° 51' 50" E A DISTANCE OF 402.295 METERS ALONG THE NORTH LINE OF SAID PROTRACTED SECTION 32 TO A POINT COMMON TO THE E 1/16 CORNER OF PROTRACTED SECTIONS 29 & 32.

THENCE S 00° 15' 50" E A DISTANCE OF 402.300 METERS TO A POINT COMMON TO THE NE 1/16 CORNER OF SAID PROTRACTED SECTION 32.

THENCE S 89°51'50" W A DISTANCE OF 402.294 METERS TO A POINT COMMON TO THE N 1/16 CORNER OF SAID PROTRACTED SECTION 32.

THENCE S 89°51'50" W A DISTANCE OF 262.579 METERS TO A POINT COMMON TO THE INTERSECTION OF THE EAST RICHARDSON HIGHWAY RIGHT OF WAY AND THE NORTHERLY EAST-WEST 1/16TH LINE OF SAID PROTRACTED SECTION 32.

THENCE NORTHERLY, COINCIDENT TO THE EASTERLY RIGHT OF WAY OF THE RICHARDSON HIGHWAY, ALONG AN ARC TO THE LEFT OF A 1792.100 METER RADIUS CURVE WHOSE CHORD BEARS N 15°31'34" W A DISTANCE OF 77.662 METERS, AN ARC DISTANCE OF 77.668 METERS TO A POINT OF TANGENCY ON THE HIGHWAY RIGHT OF WAY.

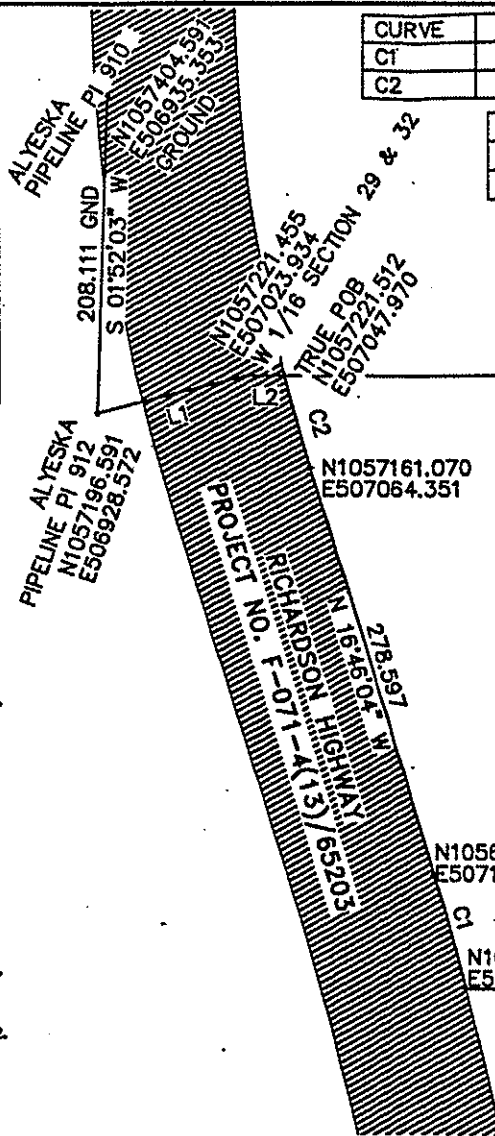
THENCE N16°46'04" W ALONG THE EASTERLY HIGHWAY RIGHT OF WAY A DISTANCE OF 278.597 METERS TO A POINT OF CURVATURE ON THE EASTERLY HIGHWAY RIGHT OF WAY.

THENCE NORTHERLY, COINCIDENT TO THE EASTERLY RIGHT OF WAY OF THE RICHARDSON HIGHWAY, ALONG AN ARC TO THE RIGHT OF A 1118.533 METER RADIUS CURVE WHOSE CHORD BEARS N15°09'49" W A DISTANCE OF 62.622 METERS, AN ARC DISTANCE OF 62.630 METERS TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIPTION REPRESENTS THE PIT BOUNDARY ARE NAD 83 ALASKA STATE PLANE ZONE 3 GRID DISTANCES AND BEARINGS. THE PIPELINE PI'S AND THE RICHARDSON HIGHWAY RIGHT OF WAY ARE GROUND DISTANCES BASED ON THE LISTED NAD 83 STATE PLANE COORDINATES OF THE ALYESKA PIPELINE.

ALL DISTANCES AND BEARINGS OF THE PIT BOUNDARY ARE NAD 83 ALASKA STATE PLANE ZONE 3 GRID DISTANCES AND BEARINGS. THE PIPELINE PI'S AND THE RICHARDSON HIGHWAY RIGHT OF WAY ARE GROUND DISTANCES BASED ON THE LISTED NAD 83 STATE PLANE COORDINATES OF THE ALYESKA PIPELINE.

ALL UNITS ARE METRIC UNLESS OTHERWISE NOTED



APPLICANT'S CERTIFICATE

This is to certify that RALPH D. SWARTHOUT who subscribed the statement herein is the person employed by the undersigned applicant to supervise the preparation of this plat, which has been adopted by the applicant as the approximate final location of the project thereby shown; and that this plat is filed as part of the complete application, and in order that the applicant may obtain the benefits of the act of August 27, 1958 (72 Statute 885, 23 U.S.C. 317) and I further certify that the right of way hereby described is desired for Alaska Project No. 2011-413.

Director, Ralph D. Swarthout

Attest, Joyce M. Lutz

ENGINEER'S STATEMENT

JOHN C. BENNETT states that he is by occupation a land surveyor employed by Alaska Department of Transportation and Public Facilities to supervise the right of way engineering of Highway Project No. 2011-413 as shown on this plat; that the right of way engineering of said project was made under his supervision and authority, and that such engineering information is accurately represented upon this plat.



6 of 13

2001-018627-0

SECTION 29

N 89°51'50" E

402.295

SECTION 32

MS 71-4-001-2
29.0769 HECTARES

DATE: 06/08/01	NAME AND ADDRESS: Department of Transportation and Public Facilities (DOT&PF) 3301 Paper Road Fairbanks, Alaska 99709		
MS 71-4-001-2			
within PROTRACTED SECTION 32 TOWNSHIP 16 SOUTH, RANGE 10 EAST FAIRBANKS MERIDIAN, ALASKA RECORDING DISTRICT			
DRAWN BY: ESS	SCALE: 1 : 4000	CHECKED BY: REW	FILE NO.:

SHEET 1 OF 1



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
GLENNALLEN FIELD OFFICE
P.O. BOX 147
GLENNALLEN, ALASKA 99588-0147
www.glennallen.ak.blm.gov
(907) 822-3217

(050)(2800)

August 15, 2001

7000 0600 0009 2977 8629
(CM-RRR)

U.S. Department of Transportation
Federal Highway Administration, Alaska Division
709 West Ninth Street, Room 851
P.O. Box 21648
Juneau, Alaska 99802
(Attention: David Miller)

Dear Mr. Miller:

In reply to your letter of July 12, 2001, concerning Project No. F-071-4(13), 203-206 Mile Reconstruction, the Bureau of Land Management submitted a letter of non objection. This letter should have also been made subject to the standard BLM stipulations, as well as special stipulations. The following attachments were inadvertently left out. Please consider this an amendment to or previous response, and note your records accordingly.

Pursuant to the provisions of Title 23, USC, Section 317, and the Interagency Agreement between the BLM and the FHWA, we have no objection to the proposed right-of-way action, nor the two material sites, subject to the following conditions, stipulations for which must be included in the right-of-way use document issued to the State of Alaska, Department of Transportation and Public Facilities, agreed upon by the State, and enforced by the FHWA:

1. If outstanding valid claims exist on the date of this use authorization, the State agency shall obtain such permission as may be necessary on account of any such claims.
2. The use right herein authorized shall terminate ten (10) years, or sooner is agreed upon, from the date of execution of the transfer document by FHWA to the State in the even construction of a highway or use of the material site has not been initiated during such period. The Glennallen office, BLM shall be notified prior to initiation of use of the material site.
3. The use right herein authorized is limited to the described right-of-way and the space above and below for highway purposes and does not include any use rights for non-highway purposes.

EXHIBIT B-1



7 of 13
2001-018627-0

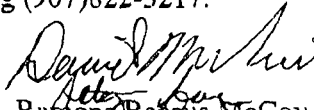
4. Retention of rights by BLM to use, or authorize use on, any portion of the right-of-way for non-highway purposes provided such use would not interfere with the free flow of traffic, impair the full use and safety of the highway, or be inconsistent with the provisions of Title 23 of the United State code and the FHWA regulations pursuant thereto, and the FHWA and the State agency concerned shall be consulted prior to exercising such rights.
5. Location by BLM of any Bureau information signs on the portions of the right-of-way outside of construction clearing limits except that such signs shall not be located on the right-of-way of an Interstate System.
6. Consistent with highway safety standards, the State agency shall:
 - a. Strip all topsoil, including the organic mat, from the site prior to mining, and stockpile in nondegrading portions for use in final rehabilitation of the site. Woody material will be separated from this overburden and be disposed of properly.
 - b. Leave slopes with a final grade not to exceed 3:1.
 - c. Create islands 5 - 10 feet in diameter, no closer together than 100 feet and with tops at least 6 - 10 inches above the water, in all pits where standing water is to remain. Topsoil shall be spread on these islands to facilitate revegetation.
 - d. Upon completion of mining of the pit(s), re spread stockpiled topsoil to facilitate revegetation by native species. All access roads shall be ripped and recontoured prior to recovering with the topsoil.
 - e. Maintain present drainage patterns across sites as much as possible during and after mining. Discharge water carrying sediments shall not be allowed to enter any perennial streams or water bodies.
 - f. A double sided berm shall be constructed on either side of any access points and other appropriate locations to screen the visual impacts from the Richardson Highway. All berms shall be appropriately re-seeded to assist in the natural revegetation process.
7. No sites for highway-operation and maintenance facilities, camps, supply depots, disposal areas or vehicle maintenance and/or storage areas within the right-of-way may be established without obtaining approval from the BLM Authorized Official.
8. Application of chemicals shall be pursuant to the National Environmental Policy Act and shall be approved by FHWA and BLM prior to application by the State.
9. The provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with.



10. The grantee shall pay the grantor (The United States) or its tenant, as the case may be, for any and all damages to or destruction of property caused by the grantee's operations hereunder; and shall save and hold the grantor or its tenants harmless from all damage or claims for all damage to persons or property resulting from the grantee's operations under this grant.
11. The grantee shall mark and protect all survey monuments within or near the permit area against destruction, obliteration, or damage during the life of this grant. If any public land monuments, or corners, or accessories, including but not limited to U.S. Coast and Geodetic, U.S. Geological Survey, and/or Bureau of Land Management survey monuments, are destroyed, obliterated, or damaged, the grantee, by utilization of a registered land surveyor shall reestablish or restore at the time, location of the monuments, corners, or accessories using surveying procedures in accordance with the "Manual of Instructions for the Surveying of Public Lands of the United States, 1973 Ed." and shall record such survey in the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees may be prescribed by the Authorized Officer. Written permission from the Authorized Officer must be obtained before a monument may be moved or buried. A copy of the survey record shall be furnished to the Bureau of Land Management fully describing monuments and corner accessories found at the corner point and any new monuments and corner accessories found at the corner point and any new monuments, or accessories established, to perpetuate the corner position.
12. Alaska Department of Transportation and Public Facilities or its agents shall be responsible for keeping the sites free of trash or other wastes at all times. Sites shall be cleaned within 72 hours of notification of the Alaska Department of Transportation and Public Facilities by the Authorized Officer and shall provide such proof as necessary to document this clean up. Failure to clean up sites shall be grounds for termination of the grant.
13. Attached Bureau of Land Management Standard Stipulations

For the purpose of this document, the Authorized Officer for BLM is the Glennallen Field Office Manager.

If you have any further questions concerning this matter, please contact David Mushovic, Realty Specialist, at the above address, or by calling (907)822-3217.


Ramona Bateus McCoy
Field Office Manager.



BUREAU OF LAND MANAGEMENT STANDARD STIPULATIONS

- 1) The grantee will address all matters relating to these stipulations to:
Glennallen District Manager
who is the authorized representative of the Secretary of the Interior, or such other representative as may from time to time be designated, provided that such designation shall be in writing and delivered to the grantee or his agent.
- 2) If the grantee constructs any camp on the land, such camp shall be located at a place approved by the authorized representative of the Secretary of the Interior, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.
- 3) Fire Suppression
 - a. The grantee shall do all in his power to prevent and suppress forest, brush, grass, or tundra fires on the permitted land and in its vicinity, and to require its employees, contractors, subcontractors, and employees of contractors and subcontractors to do likewise. Unless prevented by circumstances over which it has no control, the grantee shall place its employees, contractors, subcontractors and employees of contractors and subcontractors employed on the granted land at the disposal of any authorized officer of the Department of the Interior for the purpose of fighting forest, brush, grass, or tundra fires on or originating on the permitted lands or on adjacent areas or caused by the negligence of the grantee or its employees, contractors, subcontractors, and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of the Interior, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: Provided, that if the grantee, its employees, contractors, subcontractors, or employees of contractors and subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.
 - b. During periods of serious fire danger to forest, brush, grass or tundra, as may be specified by the authorized representative of the Secretary of the Interior, the grantee shall prohibit smoking and the building of camp and lunch fires and his employees, contractors, subcontractors and employees of contractors and subcontractors within the granted area except at established camps and shall enforce this prohibition by all means within his power; Provided, that the authorized representative of the Secretary of the Interior may designate safe places where, after all inflammable materials have been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the grantee smoking, may be permitted.
 - c. The grantee shall not burn rubbish, trash or other flammable materials except with the consent of the authorized representative of the Secretary of the Interior and shall not use explosives in such a manner as to scatter smoldering materials on the surface of the land during the forest, brush, grass, or tundra fire season, except as authorized to do so on areas approved by such representative.



- d. The grantee shall build or construct such fire lines or do such clearing on the granted land as the authorized representative of the Secretary of the Interior decides is essential for forest, brush, grass, and tundra fire prevention which is or may be necessitated by the exercise of the privileges authorized by this grant and shall maintain such fire tools at his headquarters or at the appropriate locations on the granted lands as are deemed necessary to such representative.
- 4) The grantee shall pay the grantor (The United States) or its tenant, as the case may be, for any and all damages to or destruction of property caused by the grantee's operations hereunder; and shall save and hold the grantor or its tenants harmless from all damage or claims for all damage to persons or property resulting from the grantee's operations under this grant.
- 5) The grantee shall recognize existing uses and commitments, in the form of Department of the Interior grazing, timber cutting, use permits, water developments, ditch, road, trail, pipeline, telephone line fence, rights of way, and similar improvements, and shall conduct its operations so as to interfere as little as possible with the rights and privileges given by these permits, leases, or with other existing uses.
- 6) The grantee shall mark and protect all survey monuments within or near the permit area against destruction, obliteration, or damage during the life of this grant. If any public land monuments, or corners, or accessories, including but not limited to U.S. Coast and Geodetic, U.S. Geological Survey, and/or Bureau of Land Management survey monuments, are destroyed, obliterated, or damaged, the grantee, by utilization of a registered land surveyor shall reestablish or restore at the time location the monuments, corners, or accessories using surveying procedures in accordance with the "Manual of Instructions for the Survey of Public Lands of the United States, 1973 Ed." and shall record such survey in the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees may be prescribed by the authorized representative. Written permission from the authorized representative must be obtained before a monument may be moved or buried. A copy of the survey record shall be furnished to the Bureau of Land Management fully describing monuments and corner accessories found at the corner point and any new monuments and corner accessories found at the corner point and any new monuments, or accessories established, to perpetuate the corner position.
- 7) The Right of Way grantee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this right of way grant. The grantee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for a fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right of way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.



8) Civil Rights Act of 1964

- a. The grantee covenants and agrees that it will comply with the provision of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for the purposes designated in this grant, or for another purpose involving the provisions of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee for the period of this grant.
- b. The grantee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in the grant or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the Authorized Officer, Bureau of Land Management, that it will comply with the provisions of paragraph a hereof.
- c. The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revest in the United States full title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph 1 hereof during the term of this right of way.
- d. The grantee agrees that as long as the property conveyed hereby is used for the purpose designated in this grant or for another purpose involving the provision of similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.
- e. The grantee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph a, the United States may seek judicial enforcement of such requirements.
- f. The grantee agrees that it will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.





STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID CONTRACTS**

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Not Used	4
V. Not Used	4
VI. Not Used	4
VII. Not Used	4
VIII. Safety: Accident Prevention	4
IX. False Statements Concerning Highway Projects	4
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	4
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	5
XII. Certification Regarding Use of Contract Funds for Lobbying	6

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set

forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States, or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the DOT&PF contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of

discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the DOT&PF and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the DOT&PF.

8. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from DOT&PF personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the DOT&PF and the U.S. DOT.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the DOT&PF each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when

the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. NOT USED

V. NOT USED

VI. NOT USED

VII. NOT USED

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the DOT&PF contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law.

To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on

each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020, reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

“Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

“Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

“Shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both.”

* * * * *

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the DOT&PF of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local)

with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

3. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it

knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.