

INVITATION TO BID (ITB) NUMBER

2520N017

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: December 17, 2019

ITB TITLE: Crushed Aggregate, Grading D-1, Tazlina Area - 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 JANUARY 14TH, 2020, 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

A handwritten signature of Eric Johnson.

Eric Johnson
PROCUREMENT OFFICER

TELEPHONE NUMBER
(907) 451-5102

FAX NUMBER
(907) 451-2313

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 & No.: Crushed Aggregate, Grading D-1 Tazlina Area - Federally Funded, ITB 2520N017

Opening Date: January 14th 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](tel:(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 [\(907\) 451-2313](tel:(907)451-2313), 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](tel:(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.

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

STATE OF ALASKA ITB # 2520N017
Crushed Aggregate, Grading D-1, Tazlina Area - Federally Funded

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) 451-2313
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.

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 Crushed Aggregate, Grading D-1, modified and stockpiled at multiple locations in the Tazlina area, for the Department of Transportation & Public Facilities.

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.

PROMP 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 Eric Johnson, Procurement Officer, Department of Transportation & Public Facilities.

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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: N\A

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: From date of award through August 1, 2020

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.

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.

LIQUIDATED DAMAGES: Late delivery will cause the state to suffer damages. Please reference Section 108-1.07 Failure to Complete on Time of the Specifications for these charges.

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 award amount**.

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 award amount.**

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 award amount.**

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 multiple locations in the Tazlina area. See Bid Schedule for specific locations.

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 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 cannot 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 as Two (2) lots to the lowest responsive and responsible bidder for each Lot. Additive Alternates shall not be evaluated in Lot Prices. In order to be considered responsive, bidders must bid on all items in that Lot. Additive Alternates may be awarded, depending on availability of funds.

SPECIFICATIONS

SECTION 101 DEFINITIONS AND TERMS

101-1.03 DEFINITIONS.

ENGINEER. The authorized representative of the Contracting Officer who is responsible for administrating the Contract shall be Henry Cole; phone 907-451-2223 or email Henry.Cole@Alaska.gov. This project takes place in the Tazlina Maintenance and Operations District; the Superintendent of which is John Hoffman; phone 907-822-3222, or email John.Hoffman@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.

This project will be awarded in one or two lots. The locations and quantities required are as follows:

TABLE 104-1-1 (LOT 1)

Material Site No.	Location	Quantity (CY)	Royalty	Completion Date
46-1-002-5	Tok Cutoff Highway, mile 32.5	7,500	\$0	6/15/2020
46-1-009-5	Tok Cutoff Highway, mile 70	10,000	\$0	8/1/2020
N/A*	Tok Cutoff Highway, mile 18 (old hwy alignment near Tulsona Creek)*	2,000	N/A	7/1/2020
46-1-007-5*	Tok Cutoff Highway, mile 60 (1/2 mile Nabesna Road)*	2,000	N/A	7/15/2020

* This is a stockpile site only. Material shall be mined and processed elsewhere and hauled to this location.

TABLE 104-1-2 (LOT 2)

Material Site No.	Location	Quantity (CY)	Royalty	Completion Date
71-2-020-5	Richardson Highway, mile 126	10,000	\$0	7/1/2020
42-3-014-5	Glenn Highway, mile 155	7,500	\$1,250	6/15/2020
809-005-5	Lake Louise Road, mile 10	5,000	\$0	7/15/2020
850-008-5	McCarthy Road, mile 17	5,000	\$0	8/1/2020

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 30 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 reseeded 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).
- 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 12/31/2021. 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.

This project will be awarded and paid for in two lots. Payment will be made under:

STATE OF ALASKA ITB # 2520N017
Crushed Aggregate, Grading D-1, Tazlina Area - Federally Funded

Lot 1

Pay Item	Location	Item Description	Quantity (CY)
1-1	Tok Cutoff Highway, mile 32.5	Crushed Aggregate, grading D-1, modified	7,500
1-2	Tok Cutoff Highway, mile 70	Crushed Aggregate, grading D-1, modified	10,000
1-AA-1	Tok Cutoff Highway, mile 18* (old hwy alignment near Tulsona Creek)	Crushed Aggregate, grading D-1, modified	2,000
1-AA-2	Tok Cutoff Highway, mile 60 (1/2 mile Nabesna Road)*	Crushed Aggregate, grading D-1, modified	2,000

Lot 2

Pay Item	Location	Item Description	Quantity (CY)
2-1	Richardson Highway, mile 126	Crushed Aggregate, grading D-1, modified	10,000
2-2	Glenn Highway, mile 155	Crushed Aggregate, grading D-1, modified	7,500
2-3	Lake Louise Road, mile 10	Crushed Aggregate, grading D-1, modified	5,000
2-4	McCarthy Road, mile 17	Crushed Aggregate, grading D-1, modified	5,000

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.

SECTION 703 AGGREGATES

703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE. Crushed stone or crushed gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality; free from clay balls, vegetable matter or other deleterious matters. Meet the following requirements:

TABLE 703-1

PROPERTY	THRESHOLD	TEST METHOD
L.A. Wear	45% max	AASHTO T96
Degradation Value	45 min	ATM 313
Fracture %	70% min	ATM 305
Liquid Limit	35 max	ATM 204
Plastic Index	10 max	ATM 205
Sodium Sulfate Loss	9 max (5 cycle)	AASHTO T104

Meet the following gradation(s), as determined by AASHTO T27/T11:

TABLE 703-2

Pay Item No.	All
	Percent Passing by Weight
Sieve	CA D-1 Modified
3/4 in.	100
1/2 in.	63 – 89
3/8 in.	54 – 76
No. 4	36 – 56
No. 8	18 – 38
No. 16	12 – 30
No. 50	4 – 18
No. 200	3 – 8

STATE OF ALASKA ITB # 2520N017
Crushed Aggregate, Grading D-1, Tazlina Area - Federally Funded

BID SCHEDULE

Item Number	Quantity	Unit Of Measure	Description	Completion Date	Unit Price	Extended Price
1.1	7,500	CUYD	Crushed Aggregate, Grading D-1; MP 32.5 Tok Cutoff Hwy	6/15/2020	\$_____	\$_____
1.2	10,000	CUYD	Crushed Aggregate, Grading D-1, MP 70 Tok Cutoff Hwy	8/1/2020	\$_____	\$_____
			Total Lot 1		\$_____	
AA-1	2,000	CUYD	Crushed Aggregate, Grading D-1; MP 18 Tok Cutoff Hwy	7/1/2020	\$_____	\$_____
AA-2	2,000	CUYD	Crushed Aggregate, Grading D-1; MP 60 Tok Cutoff Hwy	7/15/2020	\$_____	\$_____
			Total Lot 1 with Additive Alternates		\$_____	
2.1	10,000	CUYD	Crushed Aggregate, Grading D-1; MP 126 Richardson Hwy	7/1/2020	\$_____	\$_____
2.2	7,500	CUYD	Crushed Aggregate, Grading D-1, MP 155 Glenn Hwy	6/15/2020	\$_____	\$_____
2.3	5,000	CUYD	Crushed Aggregate, Grading D-1; MP 10 Lake Louise Road	7/15/2020	\$_____	\$_____
2.4	5,000	CUYD	Crushed Aggregate, Grading D-1, MP 17 McCarthy Road	8/1/2020	\$_____	\$_____
			Total Lot 2		\$_____	

ATTACHMENTS

Lot 1

Attachment A: Material Sale Contract - MS – 42-3-015-5 – 17 Pages
Attachment B: Allowable Work Area - 1 Page
Attachment C: Material Site Inspection Report - MS - 42-3-014-5 – 12 Pages
Attachment D: Material Site Inspection Report - MS 71-2-020-5 – 11 Pages
Attachment E: Material Site Inspection Report – MS 809-005-5 – 12 Pages
Attachment F: Material Site Inspection Report – MS 850-008-5 – 11 Pages
Attachment G: Right of Way Grant – 3 Pages

Lot 2

Attachment H: Material Site Inspection Report – MS 46-1-002-5 – 12 Pages
Attachment I: Material Site Inspection Report – MS 46-1-007-5 – 11 Pages
Attachment J: Materials Site Inspection Report – MS 46-1-009-5 – 11 Pages
Attachment K: Right of Way Plan – MS – 46-1-009-5 – 1 Page
Attachment L: Partial Quitclaim Deed – MS – 46-1-007-5 – 5 Pages
Attachment M: Right of Way Grant – MS – 46-1-007-5 – 7 Pages
Attachment N: Right of Way Grant – MS -46-1-009-5 – 4 Pages
Attachment O: Right of Way Grant – MS – 46-1-002-5 – 4 Pages

All Lots

Attachment P: Required Contract Provisions for Federal Aid Contracts – 13 Pages

CONTRACTOR INFORMATION

ORDERING ADDRESS: _____

Contact: _____

Phone: _____

Fax: _____

Email: _____

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER**

<input type="checkbox"/> Northern Region 3700 Airport Way Fairbanks, AK 99709 (907) 451-2740	<input checked="" type="checkbox"/> Southcentral Region 550 W 7th Ave., Suite 900C Anchorage, AK 99501-3577 (907) 269-8552	<input type="checkbox"/> Southeast Region 400 Willoughby, #400 P.O. Box 111020 Juneau, AK 99801 (907) 465-3400
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**MATERIAL SALE CONTRACT
AS 38.05.550-565; AS 38.05.810(a)**

Issuance Date: **April 17, 2017**

Expiration Date: **December 31, 2021**

ADL # **223719**

Federal Tax I.D.

Under AS 38.05.550-565(Material Sales) and AS 38.05.810(a) and the regulations implementing these statutes, the State of Alaska, Department of Natural Resources, the seller, agrees to sell and the State of Alaska, Department of Transportation & Public Facilities, the buyer, whose address is shown in paragraph 17 of this Material Sale Contract, agrees to buy the material designated in this contract, subject to the provisions that follow:

1. Description: Location, Material, Quantity, and Price.

(a) The material sale area covered by this contract consists of approximately 327 acres. This area is designated by the boundaries shown on the attached sale area map, which is made a part of this contract, or as designated on the ground by the seller, and described as follows:

The material sale is in designated material site ADL 231488, MS 42-3-014-5, found at milepost 155.5 of the Glenn Highway. The sale area covered by this contract consists of approximately 327 acres in Section 2, 3, 10, and 11, Township 3 North, Range 7 West, of the Copper River Meridian.

(b) The material to be removed and the price are:

<u>Kind of Material</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Total Price</u>
Sand and Gravel	300,000	\$0.50	**

***11 AAC 05.010(e)(15) requires state, federal, and local agencies to pay for materials used in constructing, reconstructing or maintaining a public project as follows: 1) no charge for the first 5,000 cy of material to be used on a project (each year of maintenance constitutes a separate project) 2) material in excess of 5,000 cy will be charged at the unit price listed in the annual base price schedule established under 11 AAC 71.090 (currently \$0.50/cy).*

2. Payments and Deposits. No part of the materials sold under this contract may be extracted from the sale area by the buyer except in accordance with the following terms:

(a) The buyer shall remit an earnest money deposit in the amount of **N/A** (consistent with 11 AAC 71.045 or 11 AAC 71.065, and no less than \$250) along with the bid for a competitive sale contract or at the time a negotiated sale buyer signs this contract. The seller will retain the deposit to cover administrative costs incurred in offering the material sale, except that if the buyer removes and pays for at least 75% of the material volume covered by this contract, the deposit may be applied, in whole or in part, to the final payment that becomes due under this contract.

(b) Additional periodic installment payments as required in paragraph 2(c) must be made for material extracted as of the date payment becomes due but may not exceed the total purchase price.

(c) Each periodic installment payment becomes due and payable on December 31st of each calendar year the contract is in effect, without prior notice to the buyer, for the value of material extracted as of that date. The installment must be based on records required in paragraph 3 of this contract and must be submitted to the seller no later than the fifth working day following the date the installment is due.

(d) A final accounting and payment for material removed, and a completion report, must be submitted no later than 30 days following contract completion, or when the contractor has completed removal under the contract, or following termination of the contract by the seller or by operation of law. Whether completion is satisfactory will be decided by the Director of the Division of Mining, Land and Water within 45 days after receiving the final accounting report and completion report.

1) A completion report will be submitted to the Southcentral Regional Office 30 days after contract completion. The report shall consist of a series of ground level photographs and a statement confirming:

- i.) compliance with stipulations requiring the removal of personal property and reclamation of the extraction area, and**
- ii.) that the photographs accompanying the report accurately depict 1) the site before extraction, 2) the site during operations, and 3) the condition of the vacated and restored site after completion and reclamation at the end of each contract period.**
- iii.) Failure to submit a satisfactory reports and/or required photographs subjects the site to a field inspection requirement of which the permittee may be assessed, at the Director's discretion, either the actual cost incurred by the Division of Mining, Land & Water, or a minimum of \$100.00. (11 AAAC 05.010).**

(e) If the buyer fails to make a payment provided for in this contract, the seller may, under paragraph 8(b) of this contract, order all material extraction suspended immediately. Materials extracted by the buyer during any period of suspension are considered taken in trespass and are to be charged to and paid for by the buyer at triple the unit contract price. Resumption of the lawful taking of materials may be authorized, in writing, by the Division of Mining, Land and Water only after the payments in arrears plus the penalty provided for in paragraph 2(f) have been paid.

(f) **Late Payment Penalty:** The greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the seller.

(g) All payments and deposits must be remitted to the Division of Mining, Land and Water and must be made payable to the Alaska Department of Revenue.

(h) **Special Provisions.** The following special provisions also apply to payments and deposits under this contract:

N/A

3. Method of Volume Determination.

(a) The method of volume determination for purposes of payment under this contract, along with any special provisions applicable to volume determination, is:

- 1) **Volume shall be measured in cubic yards of truck load capacity of a gravel truck(s) multiplied by the number of loads removed. Another volume accounting method may be approved by the seller. Accounting vouchers detailing the dates and amounts of material removed must be submitted to the Southcentral Regional Office by the end of each calendar year.**

(b) The buyer shall keep accurate and up-to-date records of all materials extracted. These records are subject to verification by check measure and inspection of the buyer's books by the seller at any time without notice. Records are due to DNR by December 31st of each calendar year the contract is in effect.

(c) All measurements are to be made by or under the direct supervision of buyer personnel acceptable to the seller, including a qualified engineer where the seller deems appropriate, with quantities certified by that person.

4. Operating Requirements. (a) **Boundary Lines and Survey Monuments.** No boundary mark of the sale area nor any survey line or witness tree for any survey corner or monument may be severed or removed, nor may any survey corner or monument be damaged or destroyed. Any violation of this clause requires the buyer to bear the expense of re-establishing the line, corner, or monument by a registered surveyor in a manner approved by the seller.

(b) **Standard of Operations.** The buyer shall properly locate the buyer's operations and buyer's improvements within the sale area, and may not commit waste, whether ameliorated or otherwise. In addition to complying with all laws, regulations, ordinances, and orders, the buyer shall maintain the land in a reasonably neat and clean condition, and shall take all prudent precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land.

(c) **Erosion Control and Protection of Waters.** Road construction or operations in connection with this contract must be conducted so as to avoid damage to streams, lakes, or other waters and land adjacent to them. Vegetation and materials may not be deposited into any stream or other waters. Locations and improvements necessary for stream crossings for haul roads must be approved in advance by the seller. All roads to be abandoned must be treated with measures necessary to prevent erosion in a manner acceptable to the seller. Any damage resulting from failure to perform these requirements must be repaired by the buyer to the satisfaction of the seller. Waters include waters defined in 5 AAC 95.010, Protection of Fish and Game Habitat.

(d) **Fire Protection.** The buyer shall take all necessary precautions for the prevention of wildfires and is responsible for the suppression, and must bear the suppression costs, of all destructive or uncontrolled fires occurring in or outside the sale area resulting from any of the buyer's operations under this contract. The buyer shall comply with all laws, regulations, and ordinances promulgated by all governmental agencies responsible for fire protection in the area.

(e) **Roads.** Before constructing any mainhaul, secondary or spur road across state land, the buyer shall obtain written approval of the proposed location and construction standards of the road from the seller.

(f) **Supervision.** The buyer shall maintain adequate supervision at all times when operations are in progress to ensure that the provisions of this contract and all applicable federal, state, and local laws, regulations, and ordinances governing the operations are enforced. At all times when operations are in progress, the buyer, or a person authorized by the buyer to assume the responsibilities imposed by this contract, shall be present on the sale area.

(g) Agents. The provisions of this contract apply with equal force upon an agent, employee, or contractor designated by the buyer to perform any of the operations relating to extraction of the materials sold under this contract. The buyer is liable for noncompliance caused by any such agent, employee, or contractor.

(h) Location. The buyer is responsible for the accurate location of operations under this contract, including any survey that may be necessary for accurate location unless otherwise specified in this contract.

(i) Access. The seller makes no representations that it will construct or maintain access to the land. Access over any route not under the seller's control is the responsibility of the buyer. The buyer agrees that any permanent access or right-of-way obtained over privately owned property will provide a permanent easement to the seller.

(j) Mining Reclamation. This contract is subject to the attached approved reclamation plan and/or attached letter of intent under AS 27.19. **See attachment A**

(k) Special Provisions. The following special provisions also apply to operations under this contract:

Special Provisions: The following special provisions also apply to operations under this contract:

- 1) All work will be confined within the boundaries of the site. The purchaser is responsible for the accurate location of all activities within the area authorized by this contract. A site diagram that is tied to an existing survey monument will be submitted to DNR before any operations begin on the area authorized by this contract. Any survey(s) that may be necessary or requested by the regional manager shall be submitted within nine months from the date of the regional manager's request.
- 2) The permittee or their agent shall carry a copy of the executed contract while operating in the material site. No gravel will be removed without the issued contract in hand.
- 3) Representatives and personnel of interested State agencies may inspect this site at any time.
- 4) This contract authorizes activity only on lands under the management jurisdiction of the State of Alaska. The issuance of the contract does not preclude the contractors need to acquire any necessary state, federal, or local authorizations as may be required and to be in compliance with these authorizations. Failure to do so shall be considered a breach of the terms and conditions of the contract and may be cause for contract revocation.
- 5) Historic and archeological objects are part of Alaska's cultural heritage and are protected under AS 41.35. If in connection with activities authorized under this material contract, the buyer, its officers, agents, employees, contractors, subcontractors, or their personnel encounter any paleontological, archeological or historic sites or artifacts, the buyer shall suspend all field activities on the affected portion of the parcel, and shall immediately notify the State Historic Preservation Officer (SHPO) at 269-8721. The buyer shall not resume field activities within the affected portion of the parcel until obtaining authorization from the SHPO.
- 6) The buyer shall conduct all operations in a manner, which will prevent unwarranted erosion. Any such erosion shall be repaired in a manner satisfactory to DNR at the purchaser's expense.
- 7) The use and storage of hazardous substances and explosive material by the contractor must be in accordance with existing federal, state, and local laws, regulations and ordinances. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous waste and must be removed from the site and managed and disposed of in accordance with state and federal law.

- 8) All waste generated during operation and termination activities under this authorization shall be removed or otherwise disposed of as required by state and federal law. No waste shall be deposited or buried on the authorized site of this contract. Waste in this sub-paragraph means all discarded matter, including, but not limited to, human waste, trash, garbage, refuse, litter, oil drums, petroleum products, ashes, scrap steel or used culverts and discarded equipment.
- 9) The extraction area will be cleaned to the satisfaction of DNR upon termination of this contract.
- 10) Road construction or operations in connection with this project must be conducted so as to avoid damage to streams, lakes, or other water areas and land adjacent to them
- 11) Vegetation and materials may not be deposited into any stream or other water area. Location and improvements necessary for stream crossings for haul roads must be approved in advance by DNR.
- 12) All petroleum, oil and lubricants (POL) (e.g., motor oil and fuel) will be stored in double walled tanks or a lined bermed area designed to contain at least 110 percent of the total amount of POL stored.
- 13) Sorbent material in sufficient quantity to handle operational spills must be on site at all times for use in the event of a spill. Oil and fuel spills shall be cleaned up immediately and contaminated ice, snow or earth material shall be disposed of as required by the Alaska Department of Environmental Conservation regulations. Failure to carry out this stipulation may lead to contract suspension.
- 14) No material of any type, including excavated material or vegetation, shall be placed, stockpiled, discarded, or otherwise disposed of in such a way as to block access to the material site.
- 15) Disposal of grey or black water waste into the ground surface or nearby water sources from any operation associated with this authorization is specifically prohibited.
- 16) Material removal and site restoration shall be done as follows upon completion of the extraction. The topsoil will be stock piled to one side and the gravel removed. The topsoil will then be pushed back into the hole and leveled. The side slopes will be less than 2:1 or equivalent to the existing slopes on the site.
- 17) Exclusive use of the material site is not granted by the issuance of this contract. There shall be no interference with other operators in the material site. DNR retains the right of use and ingress to and egress from any portion of the material site.
- 18) Storage of equipment and materials as well as processing operations may require a Land Use Permit from the DNR.
- 19) The permittee or their agent shall be required to submit and define a portion of the site to be the authorized extraction area, or cell, if and when another entity has interest in using the public material site.

5. Indemnity of Seller and Bonding.

- (a) The buyer shall indemnify and hold the seller harmless from:

- (1) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the land or operations by the buyer or the buyer's successors, or at the buyer's invitation; and
- (2) any accident or fire on the land; and
- (3) any nuisance on the land; and
- (4) any failure of the buyer to keep the land in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and
- (5) any assignment, sublease, or conveyance, attempted or successful, by the buyer that is contrary to the provisions of this contract.

The buyer will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the land at the buyer's sole risk, and will hold the seller harmless from any claim of loss or damage to them by any cause.

(b) At the seller's discretion, a buyer may be required to file a bond designed to ensure the buyer's performance and to help protect the seller against any liability that may arise as a result of the activities of the buyer. If required, a bond acceptable to the seller in the amount of **N/A** must be filed with the seller at the time of execution of this contract to ensure the buyer's performance and financial responsibility.

6. Improvements and Occupancy.

(a) Any improvements or facilities including crushers, mixing plants, buildings, bridges, roads, etc., constructed by the buyer in connection with this sale and within the sale area must be in accordance with plans approved by the seller.

(b) The buyer must, within 60 days after contract completion or termination of the contract by the seller or by operation of law, remove the buyer's equipment and other personal property from the sale area. After removal, the buyer must leave the land in a safe and clean condition that is acceptable to the seller. If the buyer can demonstrate undue hardship, the time for removal of the improvements under this paragraph may be extended at the seller's discretion.

(c) If any of the buyer's property having an appraised value in excess of \$10,000, as determined by the seller, is not removed within the time allowed, that property may, upon 30 days' notice to the buyer, be sold at public auction under the direction of the seller. The proceeds of the sale will inure to the buyer after satisfaction of the expense of the sale and deduction of all amounts then owed to the seller. If there are no other bidders at the sale, the seller may bid on the property, and the seller will acquire all rights, both legal and equitable, that any other purchaser could acquire through a sale and purchase.

(d) If any of the buyer's property having an appraised value of \$10,000 or less, as determined by the seller, is not removed within the time allowed, title to that property automatically vests in the seller.

(e) Special provisions, if any, applicable to improvements and occupancy under this contract are listed in paragraph 4(j) of this contract.

7. Inspection.

(a) The seller must be accorded access, at all times, to the sale area and to the books and records of the buyer, the buyer's contractors, and any sub-contractors relating to operations under this contract for purposes of inspection to assure the faithful performance of the provisions of this contract and other lawful requirements.

(b) At all times when construction or operations are in progress, the buyer shall have a representative readily available to the area of operations who is authorized to receive, on behalf of the buyer, any notices and instructions given by the seller in regard to performance under this contract, and to take appropriate action as is required by this contract.

8. Termination and Suspension.

(a) The seller may terminate the buyer's rights under this contract if the buyer breaches the contract and fails to correct this breach within 30 days after written notice of the breach and an opportunity to be heard.

(b) If the buyer fails to comply with any of the provisions of this contract, the seller may shut down the buyer's operations upon issuance of written notice, until corrective action, as specified by the seller in its notice, is taken. If this corrective action is not taken within 30 days after written notice is served upon the buyer, the seller may terminate the contract under paragraph 8(a) of this contract. The buyer's failure to take immediate corrective action when ordered to remedy dangerous conditions or unwarranted damage to natural resources may be corrected by the seller to prevent danger or additional damage. Any cost incurred by the seller as a result of this corrective action, or by the buyer's failure to take corrective action, must be paid by the buyer.

(c) This contract may also be terminated by mutual agreement of both parties on terms agreed to in writing by both parties.

9. Reservations. The seller reserves the right to permit other compatible uses, including the sale of materials, on the land in the sale area if the seller determines that those uses will not unduly impair the buyer's operations under this contract. Under AS 38.05.125 the seller further expressly reserves to itself, and its successors, forever,

(a) all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every kind, that may be in or upon the land described above, or any part of it; and

(b) the right to explore the land for oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(c) the right to enter by itself or its agents, attorneys, and servants on the land, or any part of it, at any time for the purpose of opening, developing, drilling, and working mines or wells on this or other land and taking out and removing from it all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(d) the right by itself or its agents, attorneys, and servants at any time (1) to construct, maintain, and use all buildings, machinery, roads, pipelines, powerlines, and railroads; (2) to sink shafts, drill wells, and remove soil; and (3) to occupy as much of the land as may be necessary or convenient for these purposes; and

(e) generally all rights to and control of the land, that are reasonably necessary or convenient to make beneficial and efficient the complete enjoyment of the property and rights that are expressly reserved.

10. Inclusion of Applicable Laws and Regulations. The buyer shall comply with all laws and regulations applicable to operations under this contract, including the provisions of AS 27.19 and 11 AAC 97 regarding mining reclamation, the provisions of AS 41.15 for wildfire prevention and control, the provisions of AS 38.05.110 - 38.05.120, material sale regulations 11 AAC 71, state fish and game regulations pertaining to the protection of wildlife and wildlife habitat, and state regulations pertaining to safety, sanitation, and the use of explosives. These laws and regulations are, by this reference, made a part of this contract, and a violation of them is cause for termination or suspension of this contract in addition to any penalties prescribed by law. These laws and regulations control if the terms of this contract are in conflict with them in any regard.

11. Assignment. This contract may not be assigned by the buyer without the seller's prior written consent to the assignment.

12. Permits. Any permits necessary for operations under this contract must be obtained by the buyer before commencing those operations.

13. Passage of Title. All right, title and interest in or to any material included in the contract shall remain in the State until it has been paid for; provided, however, that the right, title and interest in or to any material that has been paid for but not removed from the sale area by the buyer within the period of the contract or any extension thereof as provided for in this contract shall vest in the seller.

14. Expiration and Extension. This contract expires on the date stated at the top of the contract unless an extension is granted by the seller in accordance with 11 AAC 71.210 (material sale regulations).

15. Warranties. This sale is made without any warranties, express or implied, as to quantity, quality, merchantability, profitability, or fitness for a particular use, of the material to be extracted from the area under contract.

16. Valid Existing Rights. This contract is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date the contract is entered into.

17. Notices. All notices and other writings required or authorized under this contract must be made by certified mail, postage prepaid, to the parties at the following address:

To the Seller: **Alaska Division of Mining, Land and Water**
Address that is checked on page 1 of this contract

To the Buyer: **Alaska Department of Transportation & Public Facilities**
Northern Region Right of Way Division
2301 Peger Road
Fairbanks, AK 99709-5399

18. Integration and Modification. This contract, including all laws and documents that by reference are incorporated in it or made a part of it, contains the entire agreement between the parties.

This contract may not be modified or amended except by a document signed by both parties to this contract. Any amendment or modification that is not in writing, signed by both parties, and notarized is of no legal effect.

19. Severability of Clauses of Sale Contract. If any provision of this contract is adjudged to be invalid, that judgment does not affect the validity of any other provision of this contract, nor does it constitute any cause of action in favor of either party as against the other.

20. Construction. Words in the singular number include the plural, and words in the plural number include the singular.

21. Headings. The headings of the numbered paragraphs in this contract shall not be considered in construing any provision of this contract.

22. "Extracted," "Extraction". In this contract, use of the terms "extracted" and "extraction" encompasses the severance or removal, as well as extraction, by the buyer of any materials covered by this contract.

23. Waiver. No agent, representative or employee of the seller has authority to waive any provision of this contract unless expressly authorized to do so in writing by the director of the Division of Mining, Land and Water.

ADL 225713
2017-2021 Material Sale Contract

BY SIGNING THIS CONTRACT, the State of Alaska, as seller, and the buyer, agree to be bound by its provisions as set out above.

BUYER:

SELLER: STATE OF ALASKA
Clark Cox
Regional Manager, SCRO

[Signature]

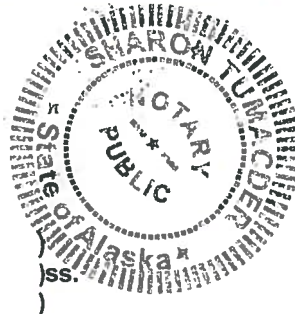
Date: 4-12-2017

[Signature]

Date: 4-14-17

STATE OF ALASKA)
)ss.
3rd Judicial District)

THIS IS TO CERTIFY that on April 14, 2017, before me appeared Clark Cox, known by me to be the Regional Manager of the Division of Mining, Land and Water, Department of Natural Resources, who executed this Material Sale Contract on behalf of the State of Alaska, and who is fully authorized by the State to do so.



Sharon Tumalder
Notary Public in and for the State of Alaska
My commission expires: with office

STATE OF ALASKA)
)ss.
____ Judicial District)

THIS IS TO CERTIFY that on April 12, 2017, before me appeared MARTIN SHURN, known by me to be the person named in and who executed this Material Sale Contract and acknowledged voluntarily signing it as buyer.

[Signature]
Notary Public in and for the State of Alaska
My commission expires: WITH OFFICE

If recorded, return recorded document to (name and address): _____



STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

- ☐ Northern Region
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2740
- ☒ Southcentral Region
550 W 7th Ave., Suite 900C
Anchorage, AK 99501-3577
(907) 269-8552
- ☐ Southeast Region
400 Willoughby, #400
P.O. Box 111020
Juneau, AK 99801
(907) 465-3400

MATERIAL SITE RECLAMATION PLAN OR
LETTER OF INTENT/ANNUAL RECLAMATION STATEMENT
AS 27.19.030 – 27.19.050

Non-refundable filing fee for reclamation plan: \$100

In accordance with Alaska Statute 27.19, reclamation is required of all mining operations, including sand and gravel extraction. Completion of this form will meet the law's requirements for a **reclamation plan** (see below for filing requirements; due date: at least 45 days before mining is proposed to begin; requires approval by the Division of Mining, Land and Water). Completion of this form will also serve as a **letter of intent** for operations exempt from the plan requirement (due date: before mining begins). No approval is required for a letter of intent, but a miner who files a letter of intent must, before December 31, file an **annual reclamation statement** (Section 8 of this form).

Check applicable box:

☒ A. RECLAMATION PLAN (REQUIRED if the operation will disturb five or more acres this year, OR 50,000 cubic yards, OR if the operation has a cumulative disturbed area of five or more acres)

☐ B. RECLAMATION PLAN—VOLUNTARY (for an operation below limits shown in Box A but wanting to qualify for the statewide bonding pool)

☐ C. LETTER OF INTENT (less than five acres to be disturbed AND less than 50,000 cubic yards AND less than five acres unreclaimed area)
NOTE: A miner who files a letter of intent is also required to file an annual reclamation statement at the end of the year.

THIS RECLAMATION PLAN/LETTER OF INTENT IS FOR CALENDAR YEAR 2017-2022.
(IF YOU CHECKED EITHER BOX A OR B ABOVE AND PROPOSE A MULTI-YEAR PLAN, STATE ALL YEARS COVERED.)

1. **MINER INFORMATION** (IF THERE IS MORE THAN ONE MINER, ATTACH A LIST OF THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL OTHER OWNERS, OPERATORS, OR LEASEHOLDERS OF THE MINING OPERATION)

Department of Transportation and Public Facilities

NAME OF MINER WHO WILL SERVE AS AGENT FOR NOTICE PURPOSES

2301 Peger Road

ADDRESS (NOTIFY THE DEPARTMENT OF ANY LATER CHANGE OF ADDRESS)

Fairbanks, AK 99709 (907) 451-5425

CITY

STATE

ZIP CODE

TELEPHONE

State of Alaska

NAME OF LANDOWNER (IF OTHER THAN MINER) OR PUBLIC LAND MANAGEMENT AGENCY

ADL 223719, MMS 231488

FEDERAL OR STATE CASEFILE NUMBER (IF ANY) ASSIGNED TO THE SITE

2. LEGAL DESCRIPTION OF PROPOSED MINING SITE

Within sections 2, 3, 10 & 11 (See attached Site Map)	3 N	7 W	Copper River
LEGAL SUBDIVISION/ SECTION/ QUARTER-SECTION	TOWNSHIP	RANGE	MERIDIAN

3. DESCRIPTION OF THE MINING OPERATION (IF YOU CHECKED BOX A OR B ON P. 1 OF THIS FORM AND ARE PROPOSING A MULTI-YEAR RECLAMATION PLAN, ATTACH SEPARATE SHEETS AS NEEDED SHOWING ACREAGE TO BE MINED, VOLUME TO BE MINED, AND EXISTING ACREAGE OF MINED AREA FOR EACH YEAR COVERED BY THE PLAN)

- a. > 20 acres Total acreage to be mined or disturbed during the year.
- b. as needed cu. yds. Estimated total volume to be mined or disturbed, including overburden.
- c. Sand & Gravel Type of material (sand, gravel, peat, etc.).
- d. +/- 30 acres Existing acreage of mined area (disturbed area that has not yet been reclaimed, but counting only acreage disturbed after October 15, 1991)

4. DESCRIPTION OF THE RECLAMATION OPERATION

- a. The total acreage that will be reclaimed during the year (or each year, if for a multi-year reclamation plan) is: whatever has been depleted beyond use.
- b. Provide a list of equipment (type and quantity) to be used during the reclamation operation.
- c. A time schedule of reclamation measures shall be included as part of the plan.

The following measures must be considered in preparing and implementing the reclamation plan. Please mark those measures appropriate to your reclamation activity:

- ☒ Topsoil that is not promptly redistributed to an area being reclaimed will be separated and stockpiled for future use. This material will be protected from erosion and contamination by acidic or toxic materials and preserved in a condition suitable for later use.
- ☒ The area will be backfilled, graded and recontoured using strippings, overburden, and topsoil to a condition that allows for the reestablishment of renewable resources on the site within a reasonable period of time. It will be stabilized to a condition that will allow sufficient moisture to be retained for natural revegetation.
- ☒ Stockpiled topsoil will be spread over the reclaimed area to promote natural plant growth that can reasonably be expected to revegetate the area within five years.
- ☐ Stream channel diversions will be relocated to a stable location in the flood plain.
- ☐ Exploration trenches or pits will be backfilled. Brush piles, vegetation, topsoil, and other organics will be spread on the backfilled surface to inhibit erosion and promote natural revegetation.
- ☐ All buildings and structures constructed, used, or improved on land owned by the State of Alaska will be removed, dismantled, or otherwise properly disposed of at the completion of the mining operation.
- ☐ Any roads, airstrips or other facilities constructed to provide access to the mining operation shall be reclaimed (unless otherwise authorized) and included in the reclamation plan.
- ☐ Peat and topsoil mine operations shall ensure a minimum of two inches of suitable growing medium is left or replaced on the site upon completion of the reclamation activity.

- ☒ If extraction occurs within a flood plain, the reclamation activity shall reestablish a stable bed and bank profile such that river currents will not be altered and erosion and deposition patterns will not change.

NOTE: If you propose to use reclamation measures other than those shown above, or if the private landowner or public land manager of the site requires you to use stricter reclamation measures than those shown above, attach a list of those measures to this plan.

5. ALTERNATE POST-MINING LAND USE

- ☐ The mining site is public land. The land management agency's land use plan (if any) for post-mining land use is: _____.
- ☒ The mining site is public land. As allowed by AS 27.19.030(b), I propose to reclaim it to the following post-mining land use: See attached Mining and Reclamation Plan
- ☐ The mining site is private property. The private landowner plans to use it for the following post-mining land use: _____.

6. ATTACHMENTS

- ☐ If the mining operation has additional owners, operators, or leaseholders not shown on p. 1 of this form, attach a list of their names, addresses, and telephone numbers.
- ☒ Attach a USGS map at a scale no smaller than 1:63,360 (inch to the mile) showing the general vicinity of the mining operation and the specific property to be mined. Option: If you checked Box C on the first page of this form and the mining site is adjacent to an airport or public highway, state the name of the airport or the name and milepost of the public highway.
- ☒ Attach a diagram of the mined area (this term includes the extraction site, stockpile sites, overburden disposal sites, stream diversions, settling ponds, etc.) and the mining operation as a whole (this term includes the roads you plan to build, your power lines, support facilities, etc.). Show and state the number of acres to be mined during the year. (If you checked Box A or B on the first page of this form and your plan covers more than one year, show each year's work.) Show the location corners or property boundaries of the site in relation to the reclamation work and any other areas affected by the operation.
- ☐ Attach a list of the equipment (type and quantity) to be used during the reclamation activity.
- ☐ A time schedule of events must be attached that includes dates and activities related to this reclamation plan.
- ☐ If the site is private land not owned by the miner, attach a signed, notarized statement from the landowner indicating the landowner's consent to the operation. The landowner may also use the consent statement to notify the department that the landowner plans a post-mining land use incompatible with natural revegetation and therefore believes that reclamation to the standard of AS 27.19.020 is not feasible.
- ☐ For those miners that are required to file an annual reclamation statement, attach photographs and/or videotapes dated and described as to location of the reclamation activity that was completed.
- ☐ If you propose to use reclamation measures other than those listed on this form, or if the private landowner or public land manager of the site requires you to use stricter reclamation measures, attach a list of those measures.

7. RECLAMATION BONDING (REQUIRED ONLY IF YOU CHECKED BOX A or B ON THE FIRST PAGE OF THIS FORM)

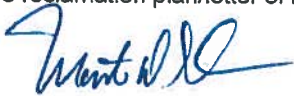
The total acreage of my mining operation that is subject to the bonding requirement for the current year is _____ acres (add acreages stated in Section 3(a) and 3(d) of this form).

The per-acre bond amount is \$750/acre or a total bond amount of \$_____.

Please check the appropriate bonding method that you will apply toward this reclamation plan:

- ☐ Participation in the statewide bonding pool.
- ☐ Posting a corporate surety bond.
- ☐ Posting a personal bond accompanied by a letter of credit, certificate of deposit, or a deposit of cash or gold.
- ☐ Posting a bond or financial guarantee with another government agency that has jurisdiction over the mining operation, as allowed by a cooperative management agreement between that agency and the Division of Mining, Land and Water.
- ☐ Posting a general performance bond with a state agency that meets the requirements of 11 AAC 97.400(4).

The above reclamation plan/letter of intent and all attachments are correct and complete to the best of my knowledge.



Signature of Miner

12-07-2014

Date

AS 27.19.030 and AS 27.19.050 require a miner either to file a reclamation plan for approval or to file a letter of intent followed by an annual reclamation statement. AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

**State of Alaska
Department of Transportation & Public Facilities**

**Mining and Reclamation Guidelines
Material Site 42-3-014-5
Wood Creek Pit
Glenn Highway MP 154.6**

These guidelines are subject to the Alaska Department of Natural Resources (DNR) Material Sale Contract, ADL 223719 and stipulations contained therein. For each new use or project, the user or contractor shall submit a Project Mining and Reclamation Plan to DNR for approval, subject to DOT&PF review, prior to any mining activities.

This is a designated material site, Master Material Site ADL 231488, under AS 38.05.550 (b).

Legal Description

Located north of the Glenn Highway at Milepost 154.6, within Sections 2, 3, 10 and 11, Township 3 North, Range 7 West, Copper River Meridian. The site contains approximately 327.5 acres.

General Information

This site is located at milepost 154.6 on the Glenn Highway. A short access road leads to the site (within Section 11). This site contains glacial till, sand and gravel. No water table is expected. Additional site information is available at the DOT&PF Materials Section Office, 2301 Peger Road, Fairbanks, Alaska 99709.

Mining Guidelines

The Plan will adhere to the following guidelines.

1. The contractor or user shall locate site boundaries to verify work stays inside buffers. There are 50' undisturbed buffer areas on the Northeast, Northwest and Southwest boundaries of the site and a 100' buffer area on the Southeast Adjacent to the Glenn Highway ROW (see attached drawing). The buffer areas should remain undisturbed. Clearly mark buffer lines in work areas.
2. Continue working within the existing cleared area taking the floor down.
3. Do not place organics or overburden piles onto any future mining areas.
4. Hard rock zones may require blasting. If blasting is planned, prior notice and coordination are required with appropriate agencies. Persons conducting blasting shall be licensed by the State of Alaska for such purposes and shall observe all applicable laws and regulations.
 - a. The contractor will describe blasting methods and equipment to be used.

- b. Contractors are responsible for proper storage of explosives as set forth in Title 29 CFR 1910.109 and Title 27 CFR Part 555 as outlined in by the BATF Regulation Book.
 - c. Individual bench faces may be vertical, but overall slope angles within the active pit will be no steeper than 1H:4V.
 - d. At the end of each use, faces shall be scaled of loose or unstable rock.
 - e. As necessary, working faces shall be posted and/or warning barriers constructed to protect against rockfall or falling hazards.
 - f. No undetonated explosives of any type will be left in the ground or on site at the end of a project. Contractor is responsible for removal or detonation of all explosives.
- 5. At the end of each project or use, grade the pit floor level to gently sloping to blend with earlier depth limits. Maintain the site in a clean, neat condition. After each use, remove all equipment, structures, vehicles and trash.
 - 6. All mining and stockpiling activities shall be in accordance with applicable Construction General Permits (CGP) and Storm Water Pollution Prevention Plans (SWPPP)
 - 7. Disposal of unusable excavation material from off-site construction projects is discouraged at this site because all cleared areas are potentially mineable in the future. It should only be allowed on areas of lowest quality materials that are unlikely to be utilized. DNR permission is required, in consultation with DOT&PF Materials Section.

Reclamation Objectives and Guidelines

The reclamation plan has several objectives:

- 1. To not preclude or hinder future development of un-mined areas.
- 2. To blend with surrounding topography and not be visible from the highway.
- 3. To prevent erosion and sediment transport to surrounding, undisturbed areas.
- 4. To allow reestablishment of native vegetation and wildlife habitat.
- 5. To leave the site in a safe condition that does not endanger people or wildlife.

Reclamation activities will include:

- 1. In areas with soil or soft rock that can be graded, leave slopes along the material site boundaries, or where future development is not anticipated at 3H: 1V or flatter.
- 2. Spread available overburden and then organic material on reclaimed slopes. Allow reclaimed areas to revegetate naturally.
- 3. If there are areas with steep quarry walls, rock faces may be left such that the overall slope angle is 1H:4V or flatter, benches are 20 feet wide and faces less than 40 feet high. Faces shall be scaled of loose rock. Access to benches and top of worked faces will be blocked.

Project Mining and Reclamation Plan

Prior to use of the site for any project, the contractor or user shall submit a Project Mining and Reclamation Plan, in accordance with AS 27.19 and 11 AAC 97 to DNR for approval, subject to DOT&PF review. The Plan describes the proposed plan of operation and shall be in compliance with guidelines listed here. Upon approval, the Plan will be followed by the contractor or user and if applicable, the DOT&PF Project Engineer. The plan should include the following:

The **sketch map** shall include:

1. Site boundaries, buffers
2. Proposed working limits, to be marked on the ground
3. Organic debris and overburden stockpile areas
4. Work pad, material stockpile locations, processing equipment locations
5. Scale of drawing, north arrow, and specific dimensions as appropriate

The **narrative** shall include:

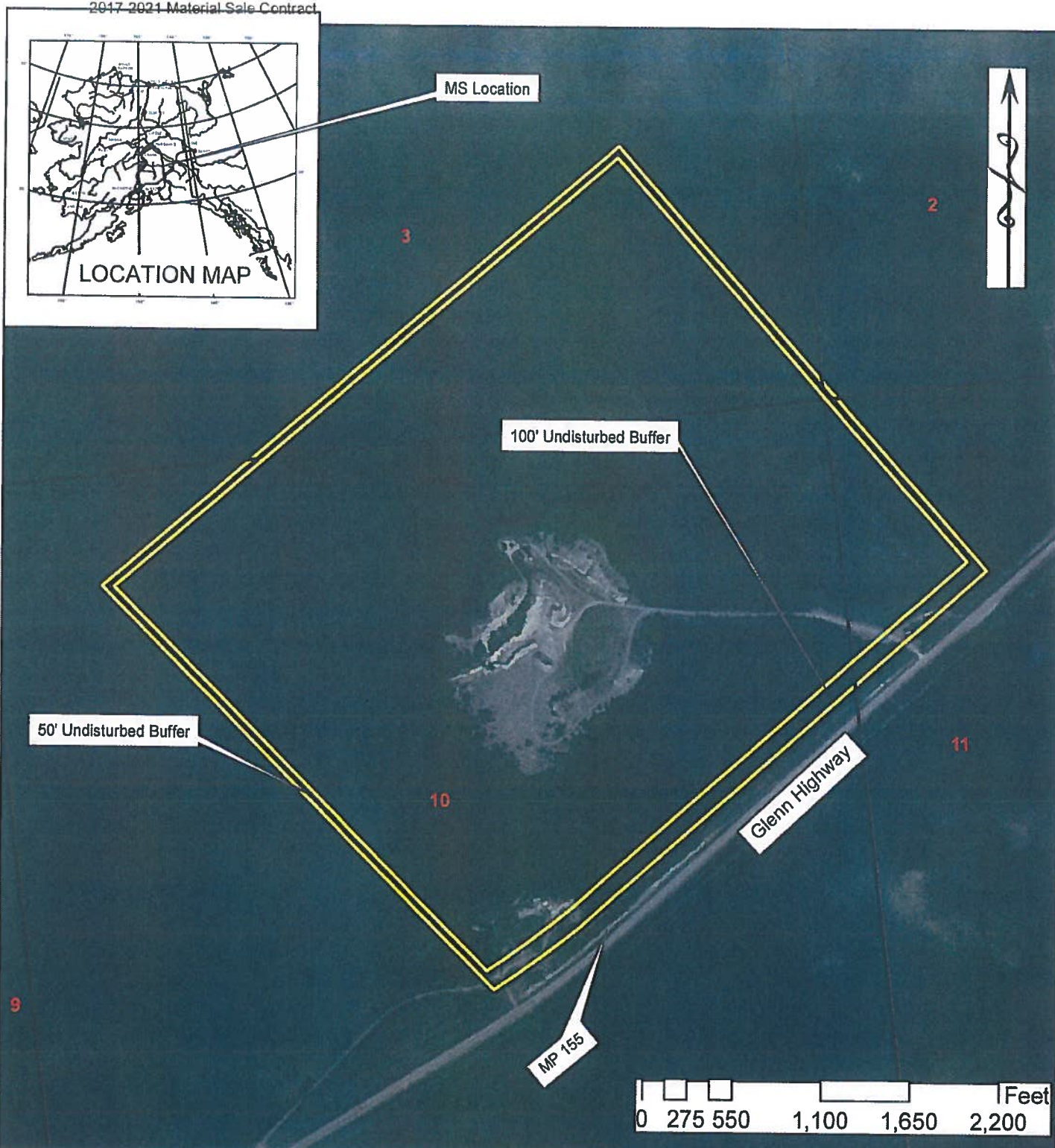
1. Methods of operation
2. Estimated quantities for removal
3. Length and times of operation (day, month, year, and working hours)
4. Blasting plan if applicable, detailing explosive and detonation types, onsite storage and duration of blasting
5. Air and water pollution control measures
6. Reclamation measures

Supplements and amendments

Supplements and amendments to an approved mining and reclamation plan may be initiated by the contractor, user or the DOT&PF Project Engineer, when conditions warrant such action. Supplements and amendments must be mutually agreed upon and proper approval obtained prior to commencement of work of a changed nature.

1. Minor changes are those that affect details of the operation, but remain in compliance with the development guidelines. These changes may be authorized by the DOT&PF Project Engineer.
2. Major changes are those which cause the final outcome of the site to be significantly different from the approved mining and reclamation plan or are not in compliance with the development guidelines. These require approval by DNR and the DOT&PF Project Engineer.

ADL 223719
2017-2021 Material Sale Contract



M.S. 42-3-014-5
T03N, R07W, Copper River

North of the Glenn Highway at Milepost 154.6
within sections 2, 3, 10, and 11

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

MATERIAL SITE PLAN

M.S. 42-3-014-5

S. C. Region

Date: 12/6/16

SCALE NTS
DRAWN BY: KAW

17



MILEPOST 126MP 126
MILEPOST 126

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

Federal Project No. STP-000S(823)
AKSAS Project No. 76149

NORTHERN GLENN HIGHWAY

MS 42-3-014-5
Wood Creek Pit

August 29, 2013

<u>CONTENTS</u>	<u>PAGE</u>
COVER SHEET.....	1A & 1B
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 and DNR case file abstracts, this site lies on State of Alaska lands managed by DNR. An indefinite right-of-way grant (A-58561) was awarded to DOT&PF in 1963 by BLM. The site was originally designated MS 52-002-62 and Pit No. 2 and is also referred to as the Tazlina Material Site.

In 1983 the lands were tentatively approved to the State of Alaska (GS-1651) and administration of the site was transferred to the State. DNR issued a material sale contract (ADL 223719) to DOT&PF in 1995 for sand and gravel, which expired in 2005. A new contract was issued in 2006 and extends through December 31, 2016. The site limits are shown differently in the DNR Alaska Mapper than on the map in the contract.

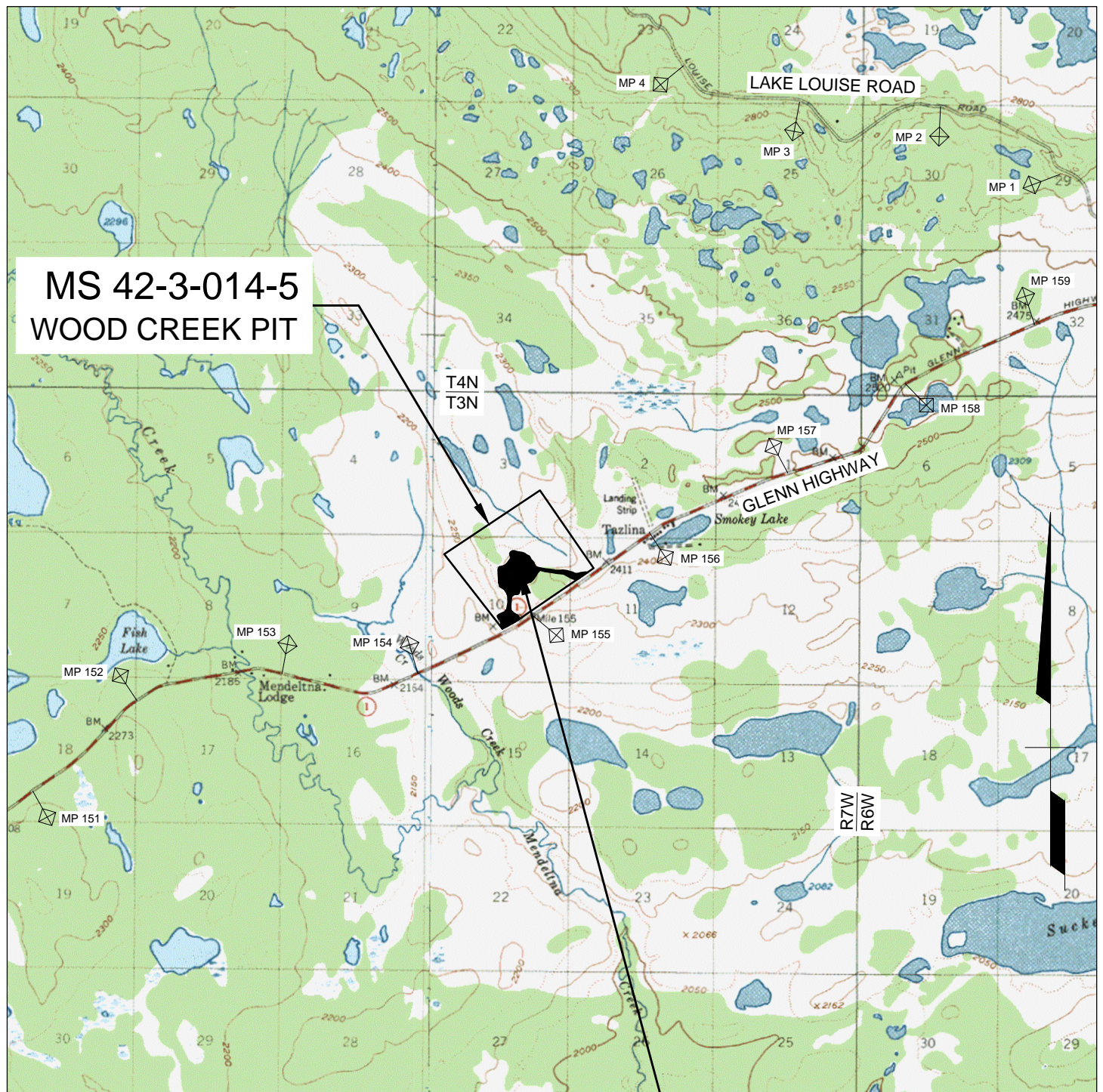
The site was designated a DMLW Southcentral Region Office (SCRO) Designated Master Material Site (ADL 231488) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR. However, the case file abstract is no longer available at the DNR website.

There is a Native Allotment adjoining the east side of the site limits (AA-2937 / PA 50-2000-0279). Alaska Natural Gas Development Authority has a lease for a spur line that may traverse the site (ADL 229297).

The site adjoins the Glenn Highway right-of-way and there is an existing access road. The site appears to contain at least limited quantities of sand and gravel and should be retained by DOT&PF for future use. Further subsurface exploration may confirm significantly more useable material.

There is limited subsurface exploration in an area mapped as glacial till, which appears to contain kames. There appears to be significant material in the developable area to the north of the existing pit but it may have too much overburden (including spoil) to mine economically. It is estimated that 10,000 c.y. is available site-wide. Significantly more material may be available, but subsurface exploration would be required to confirm.

LOCATION MAP



**MS 42-3-014-5
WOOD CREEK PIT**



U.S.G.S. QUADRANGLE: GULKANA (A-5) & (A-6)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)
ZONE 6: N6,880,853 E527,027
AK STATE PLANE (NAD83-US SURVEY FT)
ZONE 3: N2,944,833 E1,557,556

ACTIVE - OPEN



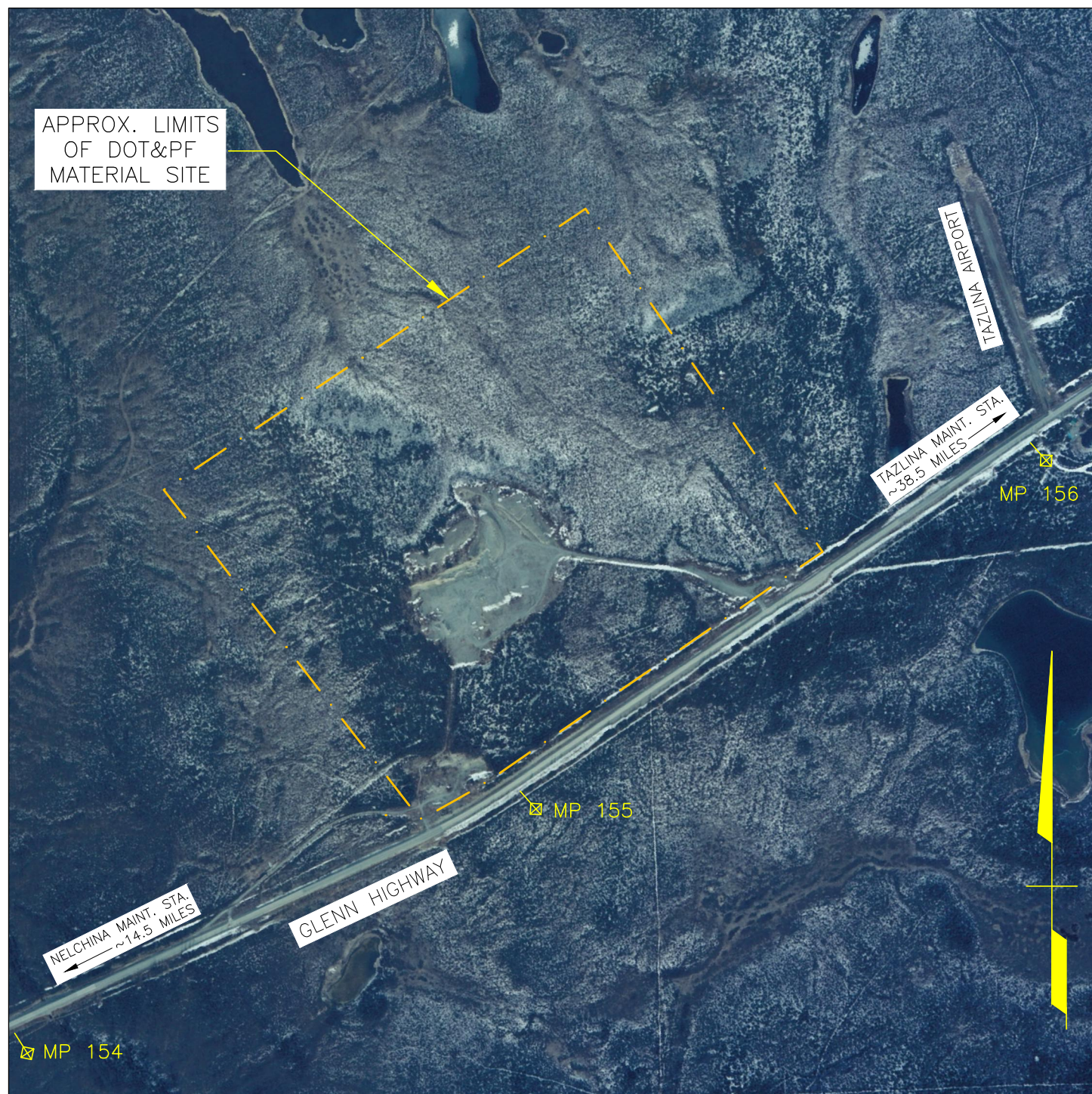
GRAPHIC SCALE IN MILES

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATEWIDE MATERIAL SITE
INVENTORY
MS 42-3-014-5

SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE OCT. 2012	PAGE 2
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SITE MAP



BASE MAP IS OCTOBER 18, 2004 AERIAL PHOTOGRAPHY.
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

0 600 1200 2400 3600

GRAPHIC SCALE IN FEET

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 42-3-014-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE MAR. 2013	PAGE 3A

SITE MAP



BASE MAP IS OCTOBER 18, 2004 AERIAL PHOTOGRAPHY.
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



Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 42-3-014-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE MAR. 2013	PAGE 3B

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. MS_ID	<u>42-3-014-5</u>		
Enter the full material site number e.g.. 31-3-045-2			
2. DATE_INSPECT	<u>7/22/2013</u>		
Date of field inspection			
3. FLD_INSPEC_ORG	<u>ABE SCHMIDT / R&M CONSULTANTS</u>		
Name of inspector / Organization or Company			

4. REGION	<u>NORTHERN</u>		
5. LOCATION	<u>NORTHERN GLENN HIGHWAY</u>	<u></u>	
	Name of Highway	Enter Name of Facility or Secondary Route Name (i.e. Kotzebue Airport, Nash Road, etc.)	
6. MILEPOST	<u>155.5</u>		
List the closest main highway milepost			
7. NAME	<u>Wood Creek Pit</u>		
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.			
8. MAINT_DIST/STAT	District <u>TAZLINA</u>	Station <u>NELCHINA</u>	
Highway Maintenance District and Station, for locations not on highways select other.			
9. QUAD	<u>GULKANA</u>	<u>A-5</u>	
U.S.G.S. Quad. Map			
10. TOWNSHIP/RANGE	T#S R#E <u>T3N R7W</u>	& <u></u>	Meridian <u>CRM</u>
	Section <u>2, 3, 10, & 11</u>	<u></u>	
11. COOR_UTM	12. COOR_STATE_PLANE		
ZONE <u>6</u>	ZONE <u>3</u>		
NORTHING <u>6,880,853</u>	NORTHING <u>2,944,833</u>		
EASTING <u>527,027</u>	EASTING <u>1,557,556</u>		
UTM WGS84 - Meters		Alaska State Plane NAD83 - Survey Feet	
13. BOROUGH/CITY	<u>UNORGANIZED</u>	TAX ID NO.	<u>NA</u>
14. DNR_LAND_USE_PLAN	<u>COPPER RIVER BASIN AREA PLAN</u>		

15. CATEGORY	(To be filled in the office)
15a. CLASSIFICATION	<u>ACTIVE</u>
15b. STATUS	<u>OPEN</u>

16. **POTENTIAL_STATUS** LIMITED

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/explored (used only for proposed 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 MAINTENANCE17b. **PRESENT_USER_2** _____17c. **PRESENT_USER_3** _____18. **PERMITTED_ACREAGE** 326.5

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

19. **DEVELOPED_ACREAGE** 47.4

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

Includes the existing pits and access roads within the site limits.

20. **ACREAGE_COMP_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 10,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	Existing Pit	Developable Area	Total Site
Acres	30.9	13.4	Estimate
Est. Depth (ft.)	0	Unknown	
Factor (b.c.y. / acre-foot)	1,000	1,000	1,000
Est. Quant. (c.y.)	0	0	10,000

There is limited subsurface exploration in the area mapped as glacial till, which appears to contain kames. There appears to be significant material in the developable area to the north of the existing pit but it may have too much overburden (including spoil) to mine economically. It is estimated that 10,000 c.y. is available site-wide. Significantly more material may be available, but subsurface exploration would be required to confirm it.

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**1,800

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

24. **VEGETATION**

Vegetation in the undeveloped portion of the site consists of black spruce spaced 10 to 40 ft. apart growing up to 8 in. in diameter. Willows and alder were present in some areas. Undergrowth in the undeveloped portion of the site consisted of smaller shrubs. Some areas of the developed pit had been regrown with alder, willow, and smaller shrubs. The new growth is sparse, and in some places grouped.

25. **TYPE_1**BORROW PIT26. **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**>6 FT.28. **OB_CLASS_2**<3 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**SILT30. **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	

31. MAT_TYPE_1 Dominant type	FLUVIAL	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	DETECTED IN NO TEST HOLES OR PITS
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	DETECTED IN NO TEST HOLES OR PITS

35. GROUNDWATER	<div style="border: 1px solid black; min-height: 100px; padding: 10px;"> Groundwater was noted at 18 feet in test hole logs from August, 1978. </div>
------------------------	---

36. LITHOLOGY_1**GLACIOFLUVIAL****37. LITHOLOGY_2**

Dominant type

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. GW
38b. GP38c. GW-GM
38d. GP-GM38e. _____
38f. _____38g. _____
38h. _____

39. COBBLES_AND_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

39a.	CONTAINS	_____	
39b.	Est. % by VOL.	10 to 30	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	48	(Observed Size)

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	1962- 2.70, 2.84 / 1978- 2.83
40b. SG APP FINE	1962- 2.74, 2.75 / 1978- 2.80, 2.79
40c. ABSORPTION CRSE	
40d. ABSORPTION FINE	
40e. NORDIC ABRASION	
40f. L.A. ABRASION	1962- 14, 21.2 / 1978- 12
40g. DEGRADATION (T-13)	1978- 70, 71, 65, 71
40h. NASO4 LOSS COARSE	1962- 4.91 / 1978- 0.1
40i. NASO4 LOSS FINE	1978- 1.8

41. POTENTIAL_USABILITY**CRUSHED PRODUCTS PRODUCED**

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

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

RICHARDSON HIGHWAY

MS 71-2-020-5 **Ringling Pit**

February 4, 2010

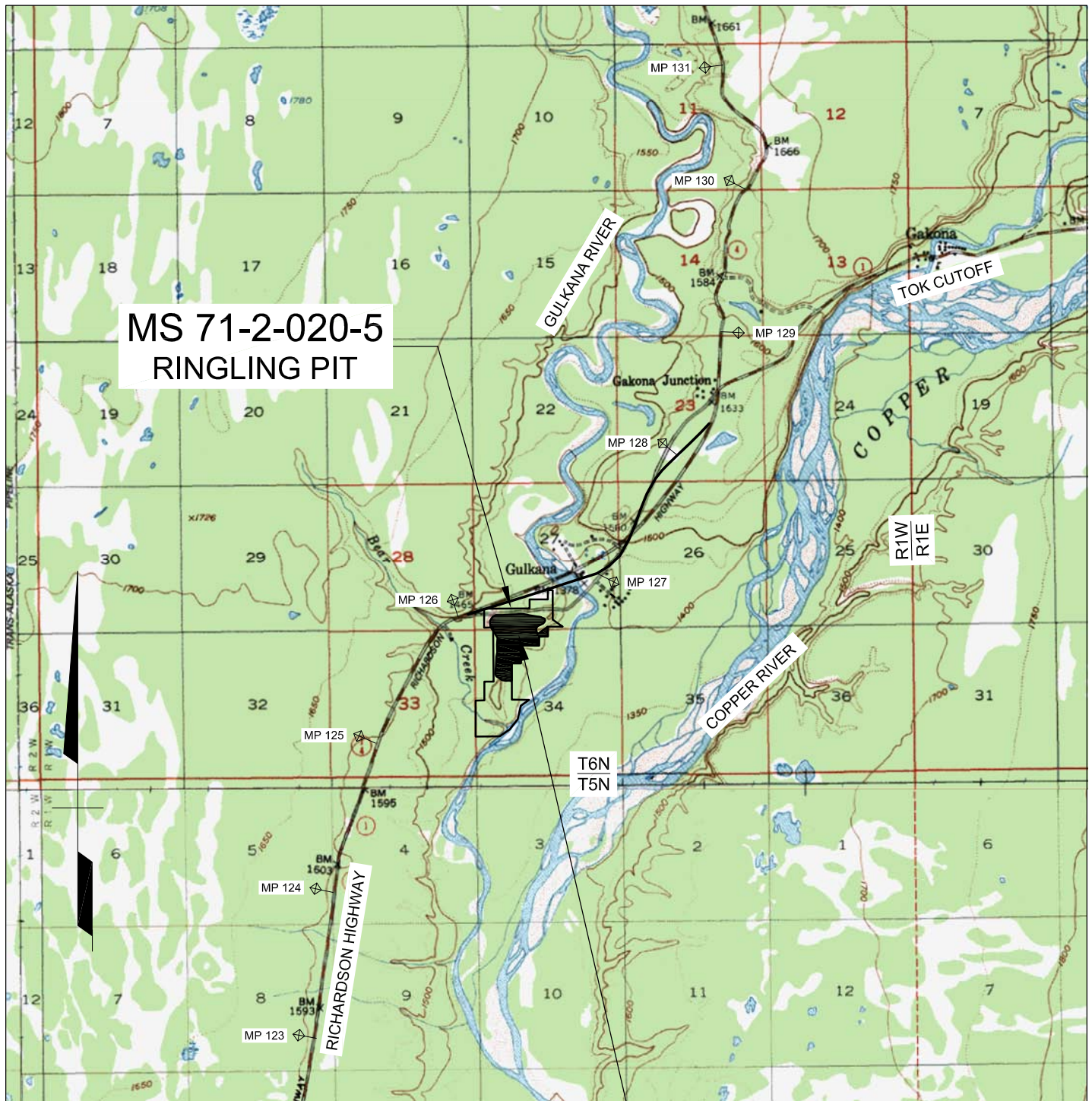
<u>CONTENTS</u>	<u>PAGE</u>
COVER SHEET.....	1
LOCATION MAP	2
SITE MAP	3A & 3B
INSPECTION FORM.....	4 thru 10

CATEGORY:

ACTIVE – OPEN

According to information found in the DOT&PF EDMS system in January 2009 and DNR case file abstracts, this site lies on State of Alaska lands managed by DOT&PF. The property was originally a homestead owned by Clayton Ringling. Alyeska developed a material site here during construction of the pipeline. The State of Alaska purchased the property in 1981. DOT&PF has management rights to the site (ADL 412692). There is an existing access road, part of which may lie outside the Richardson Highway right-of-way and pit limits. There is a large archeological site on the property. The site appears to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use. It is the last large gravel source going north until one reaches Meiers Lake, a distance of 43 miles.

LOCATION MAP



U.S.G.S. QUADRANGLE: GULKANA (A-3) & (B-3)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)

ZONE 6: N6,904,718 E583,251

AK STATE PLANE (NAD83-US SURVEY FT)

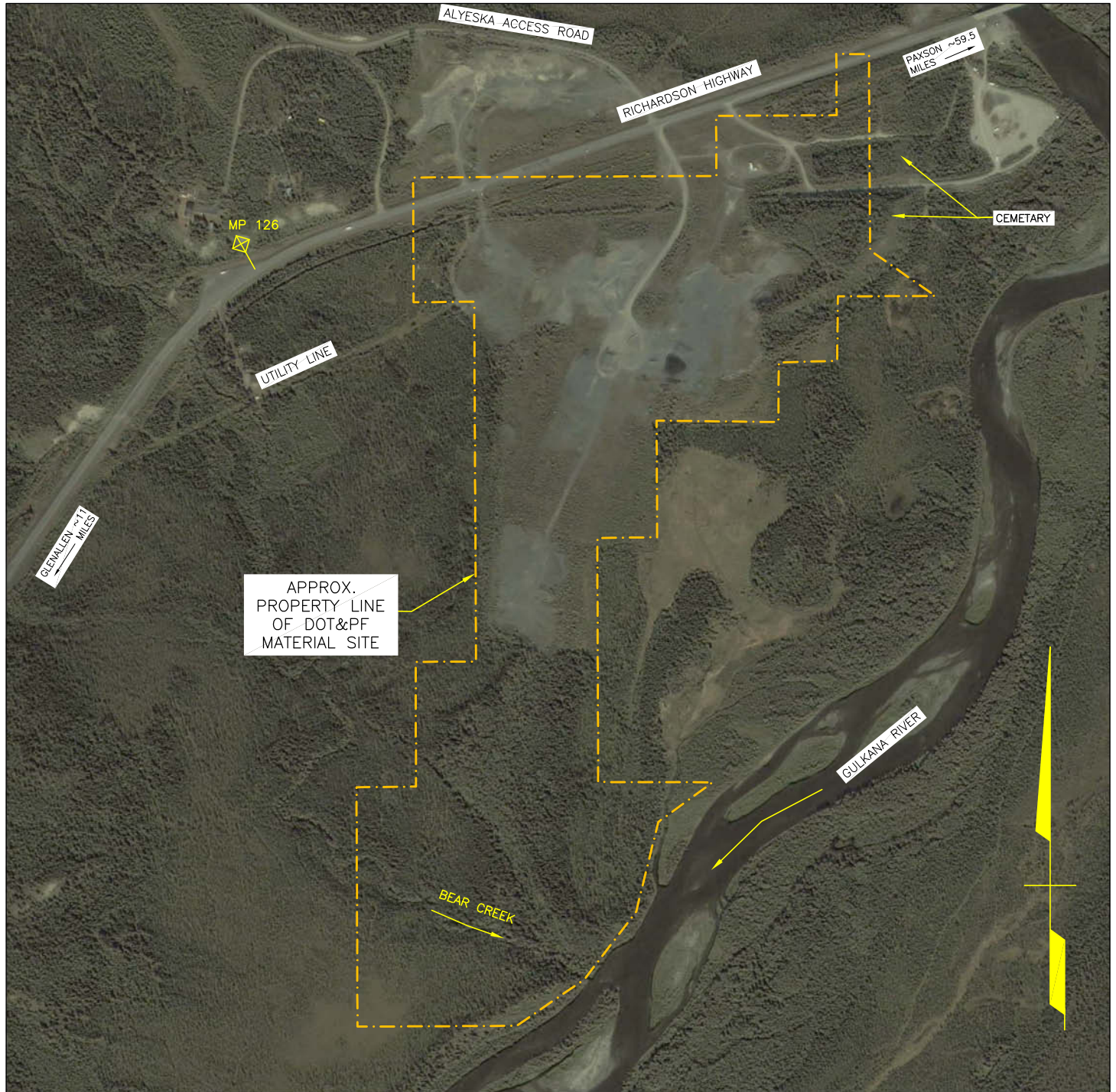
ZONE 3: N3,020,295 E1,743,251

ACTIVE - OPEN

GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-2-020-5			
SCALE AS SHOWN	DESIGNED P.K.H.	DRAWN P.K.H.	PAGE 2
CHECKED C.H.R.	DATE JULY 2009		

SITE MAP



BASE MAP IS JULY 2, 2008 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

0 400 800 1600 2400



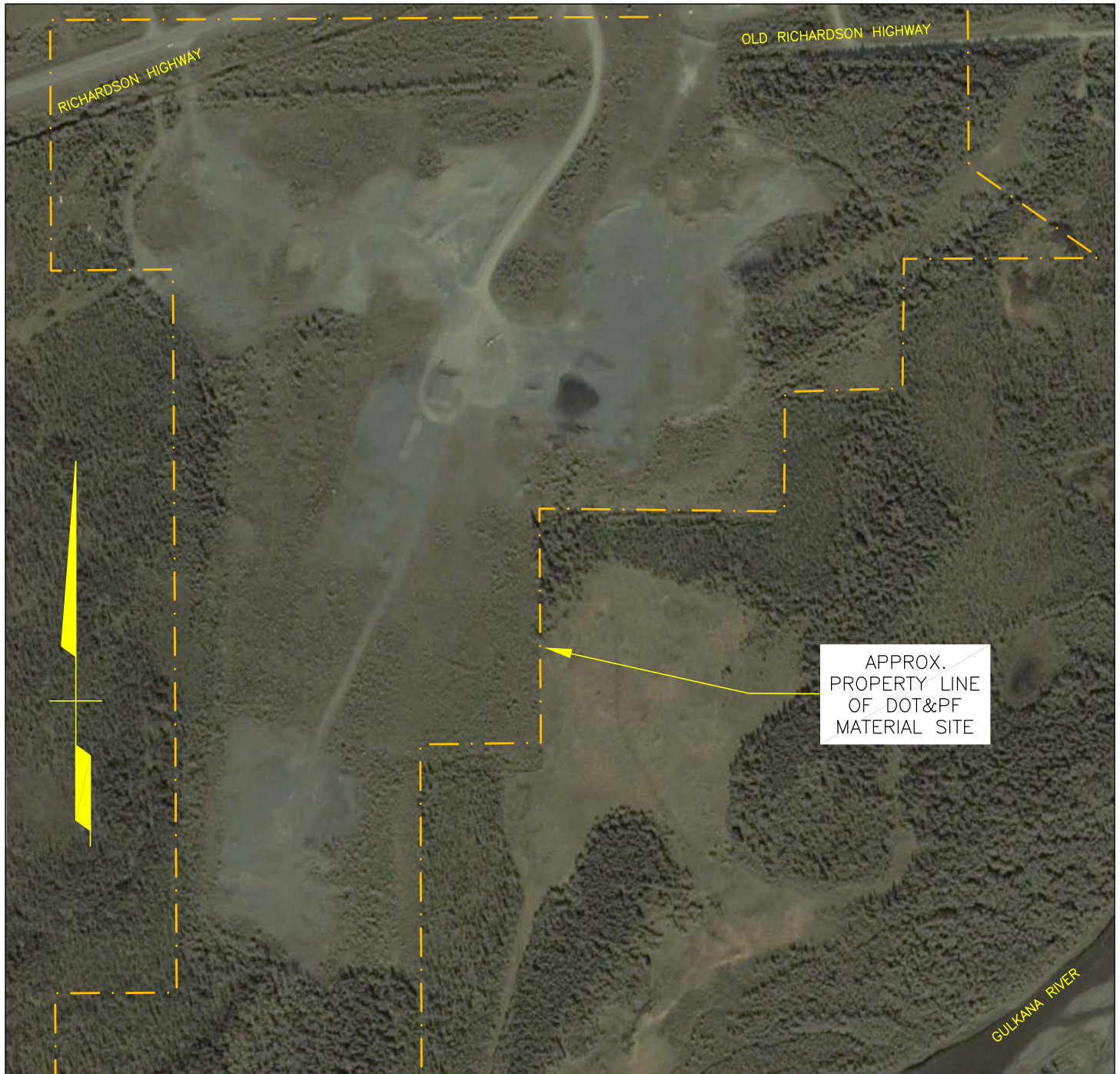
GRAPHIC SCALE IN FEET

BASE MAP FROM GOOGLE EARTH PRO DATED 7/02/08

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-2-020-5			
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 JULY 2, 2008 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



BASE MAP FROM GOOGLE EARTH PRO DATED 7/02/08

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 71-2-020-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE AUG. 2009	PAGE 3B

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS_ID** 71-2-020-5
Enter the full material site number e.g.. 71-3-045-2
2. **DATE_INSPECT** 9/18/2009
Date of field inspection
3. **FLD_INSPEC_ORG** WILL RHODES / R&M CONSULTANTS
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** RICHARDSON HIGHWAY
Name of Highway Enter Name of Facility or Secondary Route Name (i.e. Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 126
List the closest main highway milepost
7. **NAME** RINGLING PIT
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT_DIST/STAT** District SOUTH CENTRAL/TAZLINA Station TAZLINA
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** GULKANA B-3
U.S.G.S. Quad. Map
10. **TOWNSHIP** T#S R#E T6N R1W Meridian CRM
/RANGE Section 27 & 34
11. **COOR_UTM** ZONE 6
NORTHING 6,904,718
EASTING 583,251
UTM WGS84 - Meters
12. **COOR_STATE_PLANE** ZONE 3
NORTHING 3,020,295
EASTING 1,743,251
Alaska State Plane NAD83 - Survey Feet
13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** _____
14. **DNR_LAND_USE_PLAN** COPPER RIVER BASIN AREA PLAN
15. **CATEGORY** (To be filled in the office)
- 15a. **CLASSIFICATION** ACTIVE
- 15b. **STATUS** OPEN

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/explored (used only for proposed 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** _____

18. **PERMITTED_ACREAGE** 160

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

19. **DEVELOPED_ACREAGE** 65

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

Includes existing pit and cleared areas around the pit.

20. **ACREAGE_COMP_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 800,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Assuming an average of 3 feet of overburden and a 26-foot working depth, there was approx. 170,000 c.y. of material left in the northeast corner of the site (7.4 acres x 23 feet x 1,000 c.y. per acre-foot). Assuming an average of 3 feet of overburden and a 30-foot working depth, there was approx. 640,000 c.y. of material left in the southern end of the site (23.7 acres x 27 feet x 1,000 c.y. per acre-foot).

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**400

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

24. **VEGETATION**

Vegetation in the undeveloped portion of the site consisted of spruce and aspen trees to 12 in. diameter spaced 3 to 10 ft. apart, willow brush and grasses. Inactive portions of the existing pit were vegetated with sparse to moderately dense aspen and spruce saplings, willow brush, and grasses.

25. **TYPE_1**BORROW PIT26. **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 FT.28. **OB_CLASS_2**OTHER

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**SILT30. **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

31. MAT_TYPE_1 Dominant type	FLUVIAL	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	DETECTED IN MOST TEST HOLES OR PITS
---	--

34. PERMAFROST_2 Existing Site	DATA OUTDATED
--	----------------------

35. GROUNDWATER	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <p>A water table was noted in 5 of 61 test holes or trenches, drilled or excavated in May/June, 1980 and August, 1995. The depth to groundwater was generally 9 to 12 ft. below the ground surface, and occurred only in holes and trenches excavated in the existing pit. No water table was noted in the undeveloped (south) portion of the site in test holes advanced up to 50 ft. below the ground surface.</p> </div>
------------------------	--

36. LITHOLOGY_1**FLUVIAL****37. LITHOLOGY_2**

Dominant type

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.

GW

38c.

GW-GM

38e.

GM

38g.

38b.

GP

38d.

GP-GM

38f.

38h.

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	_____	
39b.	Est. % by VOL.	15	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	24	(Observed Size)

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	1980- 2.87, 2.8 / 1987- 2.86 / 1995- 2.78
40b. SG APP FINE	1980- 2.81, 2.76, 2.73, 2.74, 2.73, 2.68, 2.74, 2.78, 2.76, 2.8, 2.76, 2.77, 2.77, 2.76 / 1987- 2.76
	/ 1995- 2.75, 2.79, 2.75 / 1998- 2.74
40c. ABSORPTION CRSE	_____
40d. ABSORPTION FINE	_____
40e. NORDIC ABRASION	_____
40f. L.A. ABRASION	1980- 14, 18 / 1998- 17
40g. DEGRADATION (T-13)	1980- 88, 80 / 1995- 62 / 1998- 77
40h. NASO4 LOSS COARSE	1980- 0.5, 0.2 / 1998- 2.2
40i. NASO4 LOSS FINE	1980- 2.5, 2.3 / 1998-9.1

41. POTENTIAL_USABILITY**PAVING AGGREGATE PRODUCED**

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

28. Vegetated spoil berms were present along the edges of the existing pit.

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

Federal Project No. STP-000S(823)
AKSAS Project No. 76149

LAKE LOUISE ROAD

MS 809-005-5
(MS 809-013-5)

March 25, 2013

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

CATEGORY:

ACTIVE – OPEN

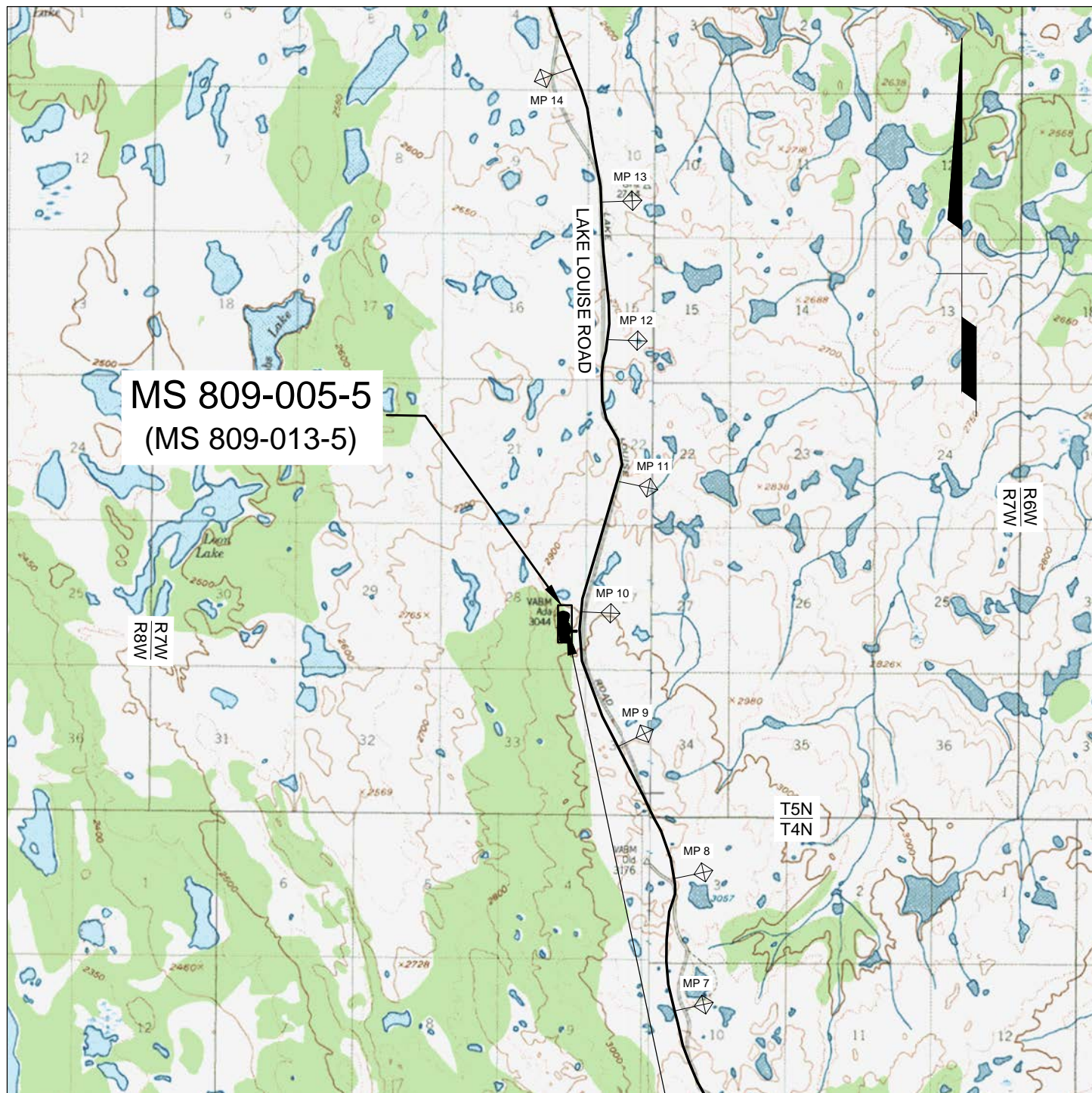
According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case file abstracts, this site lies on State of Alaska lands managed by DNR. An indefinite right-of-way grant (AA-365) was awarded to DOT&PF by BLM in 1968. A second indefinite right-of-way grant (AA-6324) was awarded in 1972 for an extension of the site referred to as MS 809-013-5. They are now combined into one site as MS 809-005-5. In 1980 lands were tentatively approved to the State of Alaska (GS 1633) and patented in 1981 (PA 50-81-0164). The right-of-way AA-365 was reserved to the United States in the patent. Administration of both right-of-ways AA-365 and AA-6324 were transferred to the State of Alaska in 1981. DNR issued a material sale contract (ADL 224153) to DOT&PF in 1990 for sand and gravel, which expired in 1999. A new contract was issued in 2006 and is due to expire on December 31, 2016.

Attachment E

The site is a DMLW Southcentral Region Office (SCRO) Designated Master Material Site (ADL 231468) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR.

A cell phone tower is located near the northeast corner of the site (ADL 226953). There is a 50-foot access right-of-way between the site and Lake Louise Road. The site appears to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use in this area of scarce gravel reserves.

LOCATION MAP



U.S.G.S. QUADRANGLE: GULKANA (A-5) & (A-6)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)
 ZONE 6: N 6,894,630 E 524,910
 AK STATE PLANE (NAD83-US SURVEY FT)
 ZONE 3: N 2,990,150 E 1,551,304

ACTIVE - OPEN

GRAPHIC SCALE IN MILES

BASE MAP CREATED WITH TERRAIN NAVIGATOR PRO

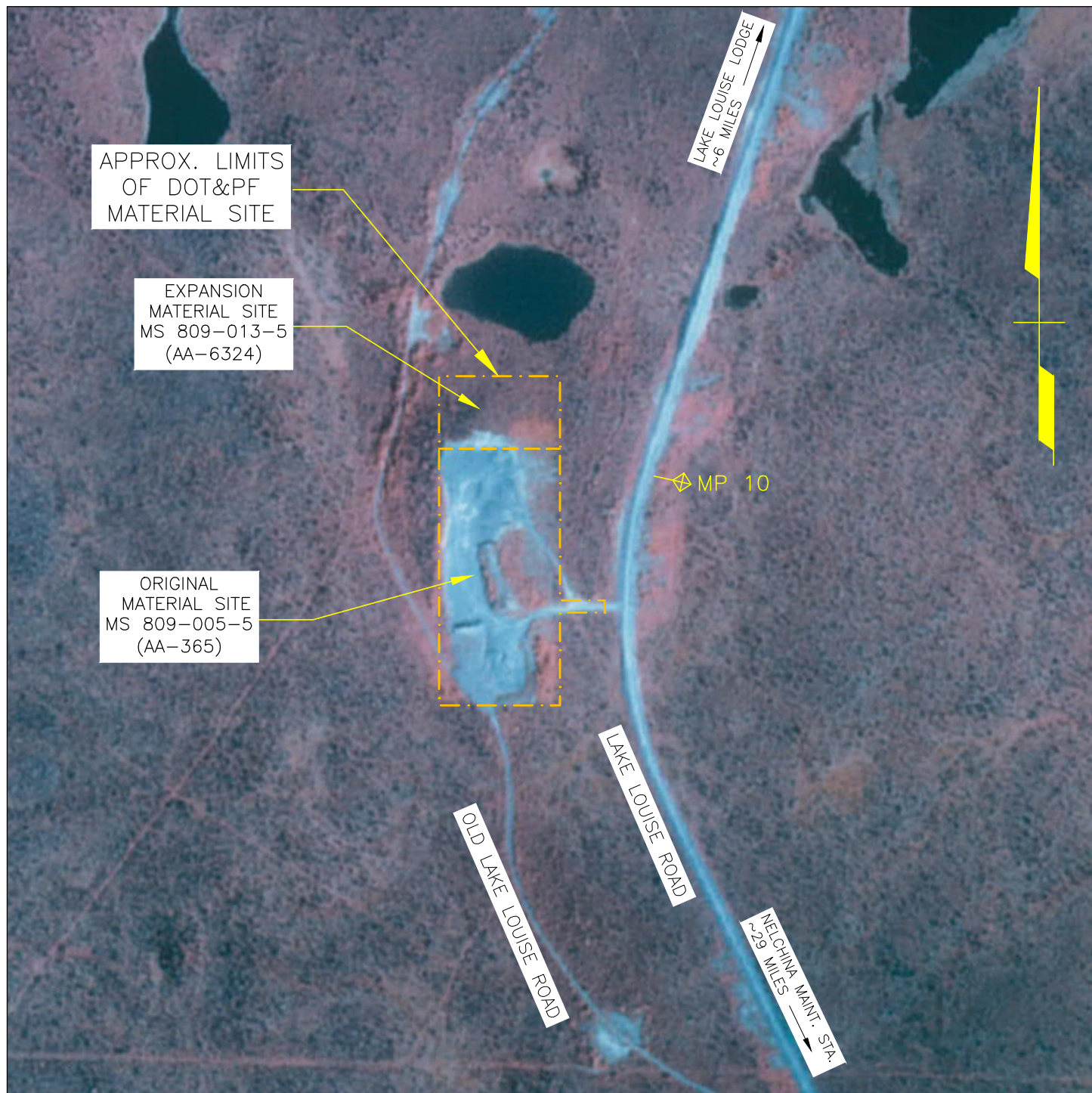
Prepared By:
 R&M CONSULTANTS, INC.

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC FACILITIES

STATEWIDE MATERIAL SITE
 INVENTORY
 MS 809-005-5

SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE OCT. 2012	PAGE 2
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SITE MAP



BASE MAP IS AUGUST 8, 1991 AERIAL PHOTOGRAPHY.
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

0 300 600 1200 1800

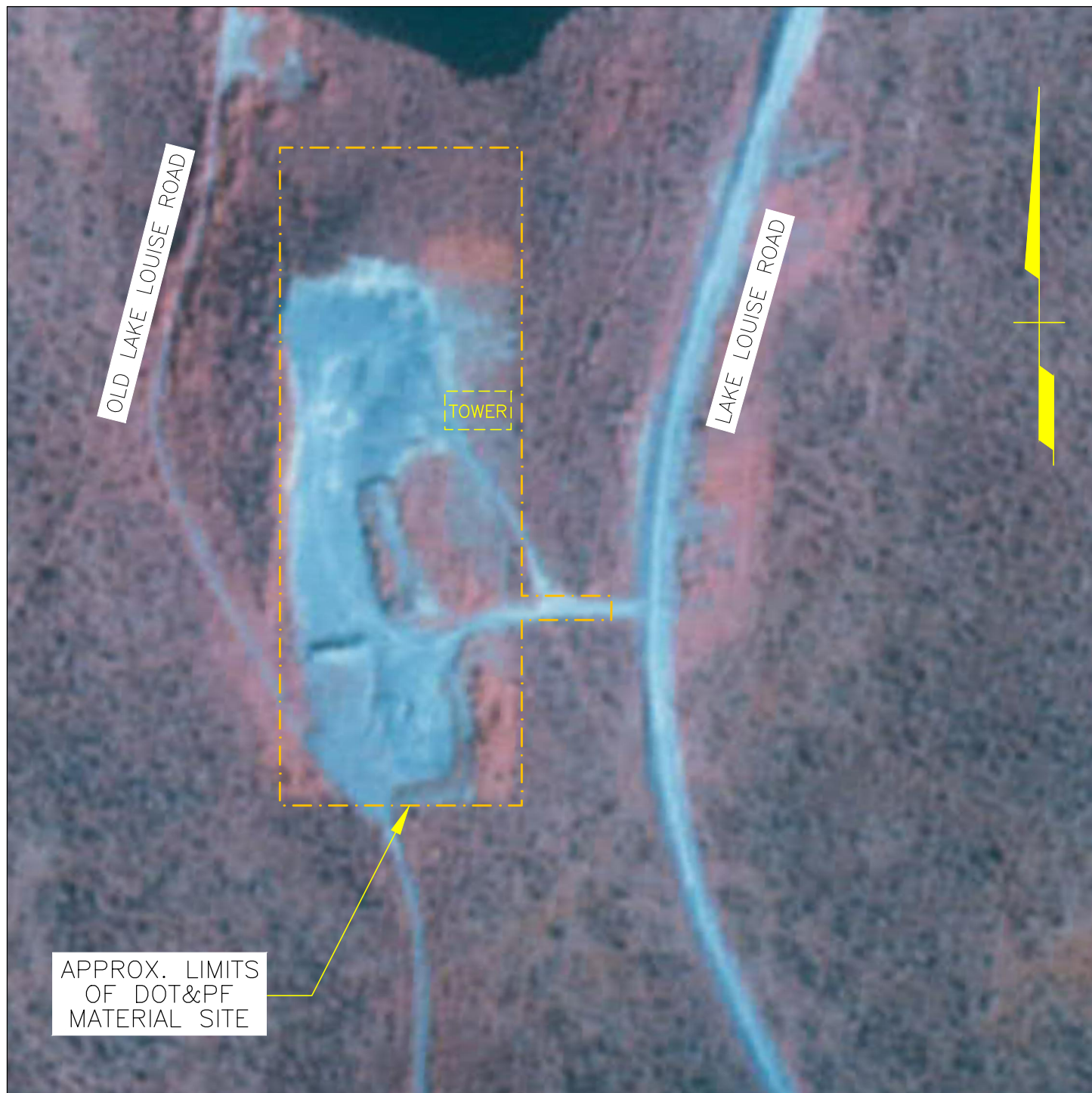


GRAPHIC SCALE IN FEET

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 809-005-5			
SCALE AS SHOWN	DESIGNED P.K.H.	DRAWN P.K.H.	PAGE 3A
	CHECKED C.H.R.	DATE MAY 2013	

SITE MAP



APPROX. LIMITS
OF DOT&PF
MATERIAL SITE

BASE MAP IS AUGUST 8, 1991 AERIAL PHOTOGRAPHY.
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



GRAPHIC SCALE IN FEET

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 809-005-5			
SCALE AS SHOWN	DESIGNED P.K.H.	DRAWN P.K.H.	PAGE 3B
	CHECKED C.H.R.	DATE MAY 2013	

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS_ID** 809-005-5
Enter the full material site number e.g.. 31-3-045-2
2. **DATE_INSPECT** 7/19/2013
Date of field inspection
3. **FLD INSPEC_ORG** ABE SCHMIDT / R&M CONSULTANTS
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** LAKE LOUISE ROAD
Name of Highway Enter Name of Facility or Secondary Route Name (i.e. Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 10
List the closest main highway milepost
7. **NAME** _____
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT_DIST/STAT** District TAZLINA Station NELCHINA
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** GULKANA A-6
U.S.G.S. Quad. Map
10. **TOWNSHIP/RANGE** T#S R#E T5N R7W & _____ Meridian CRM
Section 28
11. **COOR_UTM** ZONE 6
NORTHING 6,894,630
EASTING 524,910
UTM WGS84 - Meters
12. **COOR_STATE_PLANE** ZONE 3
NORTHING 2,990,150
EASTING 1,551,304
Alaska State Plane NAD83 - Survey Feet
13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** _____
14. **DNR LAND_USE_PLAN** COPPER RIVER BASIN AREA PLAN
15. **CATEGORY** (To be filled in the office)
- 15a. **CLASSIFICATION** ACTIVE
- 15b. **STATUS** OPEN

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/explored (used only for proposed 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** _____

18. **PERMITTED_ACREAGE** 15.6

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

19. **DEVELOPED_ACREAGE** 8.8

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

Includes the existing pit within the site limits. There is also a communications tower within the site limits (see site map).

20. **ACREAGE_COMP_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 40,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	Existing Pit		
Acres	8.8		
Est. Depth (ft.)	5		
Factor (b.c.y. / acre-foot)	1,000		
Est. Quant. (c.y.)	40,000		

The estimated quantity assumes that the existing pit can be worked an average of 5 ft. in additional depth. Test holes in 1965 indicate that material in the unexcavated area along the east side of the pit may be high in silt content. There is no subsurface data available for the northern expansion area of MS 809-013-5, and it is unknown if there is any useable material there.

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 300

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

24. VEGETATION

Vegetation consists of spruce up to 10 in. in diameter on 20 to 40-ft. centers. There are also thick stands of willow present. The majority of the developed pit is clear of vegetation, aside from some groups of willow.

25. TYPE_1 BORROW PIT **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 FT.
28. OB_CLASS_2 <3 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	

31. MAT_TYPE_1 Dominant type	<u>FLUVIAL</u>	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	<u>UNKNOWN</u>
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	<u>DATA OUTDATED</u>

35. **GROUNDWATER**

Groundwater was encountered in one hole at 7 ft. in September, 1965. There was minor evidence of water ponding in the pit found during the field inspection in 2013.

36. LITHOLOGY_1**GLACIOFLUVIAL****37. LITHOLOGY_2**

Dominant type

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. GP
38b. GP-GM38c. SW
38d. SP38e. SW-SM
38f. SP-SM38g. SM
38h.

39. COBBLES_AND_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

39a.	CONTAINS	_____	
39b.	Est. % by VOL.	0 to 10	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	36	(Observed Size)

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	1965- 2.76, 2.84,
40b. SG APP FINE	1965- 2.81, 2.73, 2.77, 2.83, 2.82, 2.78, 2.80, 2.78, 2.78, 2.76, 2.77, 2.79, 2.80, 2.69, 2.59, 2.80
40c. ABSORPTION CRSE	_____
40d. ABSORPTION FINE	_____
40e. NORDIC ABRASION	_____
40f. L.A. ABRASION	1965- 12, 14
40g. DEGRADATION (T-13)	_____
40h. NASO4 LOSS COARSE	_____
40i. NASO4 LOSS FINE	_____

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**VARIABLE MATERIAL TYPES**

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

Federal Project No. STP-000S(823)
AKSAS Project No. 76149

MCCARTHY ROAD

MS 850-008-5
Kuskulana No. 1

May 14, 2014

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

CATEGORY:

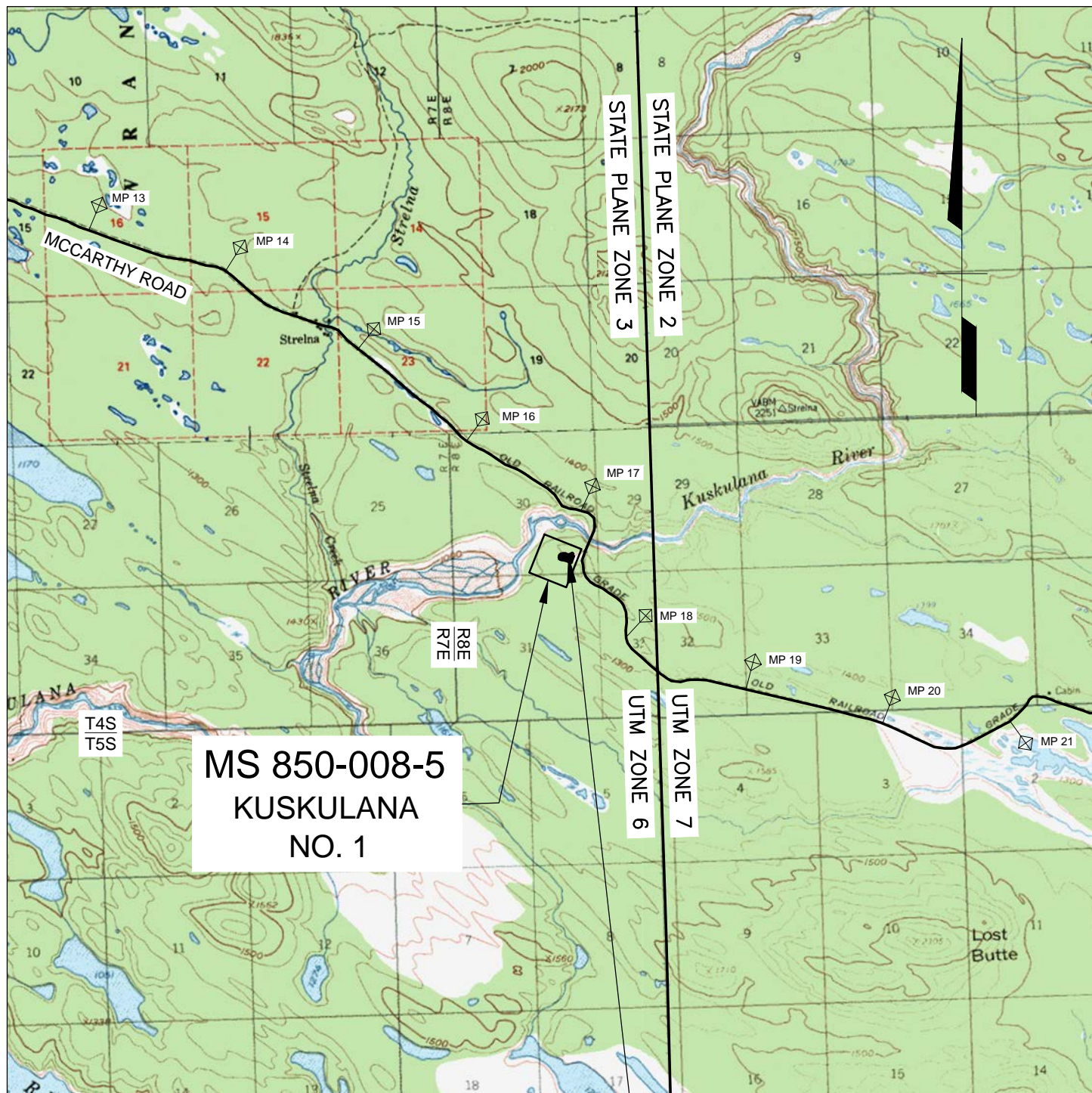
ACTIVE – OPEN

According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case file abstracts, this site lies on Federal lands managed by the National Park Service. The site is in Sections 30 & 31, T4S, R8E, CRM.

The site is within the Wrangell - Saint Elias National Park and Preserve. An indefinite right-of-way grant (AA-6089) was issued to DOT&PF in 1972 by BLM. Administration of the right-of-way was transferred to the National Park Service in 1987.

The site adjoins the McCarthy Road right-of-way and there is an existing access road into the pit. The site appears to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use.

LOCATION MAP



QUADRANGLE: MCCARTHY (B-8) & (C-8)
VALDEZ (B-1) & (C-1)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)
ZONE 6: N6,820,653 E658,687
AK STATE PLANE (NAD83-US SURVEY FT)
ZONE 3: N2,740,663 E1,986,513

ACTIVE - OPEN



GRAPHIC SCALE IN MILES

BASE MAP CREATED WITH TERRAIN NAVIGATOR PRO

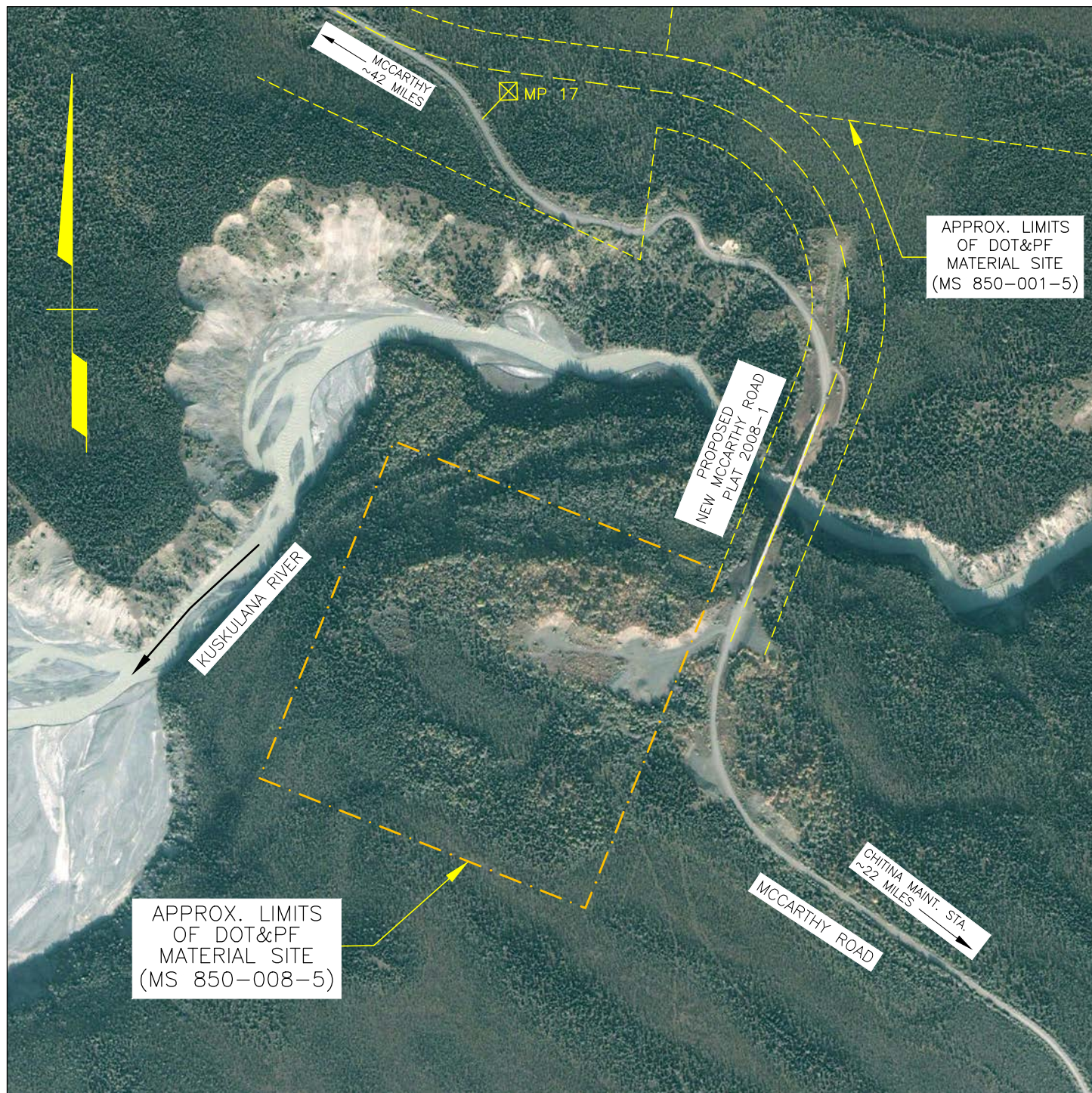
Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATEWIDE MATERIAL SITE
INVENTORY
MS 850-008-5

SCALE AS SHOWN	DESIGNED T.G.H. CHECKED C.H.R.	DRAWN T.G.H. DATE MAR. 2014	PAGE 2
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SITE MAP



BASE MAP IS AUGUST 23, 2004 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.

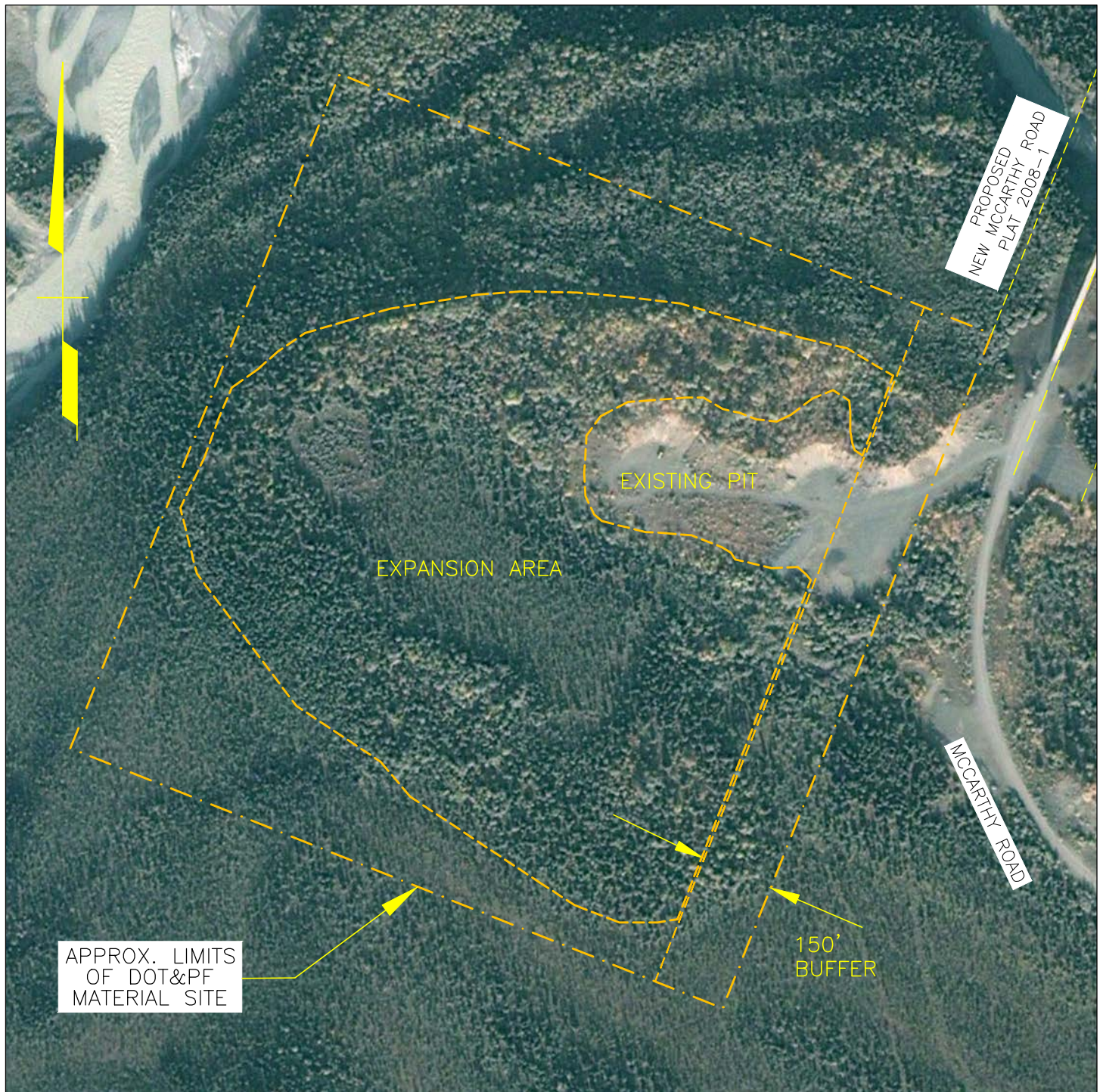
ACTIVE - OPEN



GRAPHIC SCALE IN FEET

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 850-008-5			
SCALE AS SHOWN	DESIGNED T.G.H. CHECKED C.H.R.	DRAWN T.G.H. DATE MAR. 2014	PAGE 3A

SITE MAP



BASE MAP IS AUGUST 23, 2004 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



GRAPHIC SCALE IN FEET

BASE MAP FROM GOOGLE EARTH PRO 4/3/14

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 850-008-5			
SCALE	DESIGNED	DRAWN	PAGE
AS SHOWN	T.G.H.	T.G.H.	3B
	CHECKED	DATE	
	C.H.R.	MAR. 2014	

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS_ID** 850-008-5
Enter the full material site number e.g.. 31-3-045-2
2. **DATE_INSPECT** 8/8/2014
Date of field inspection
3. **FLD INSPEC_ORG** TREVOR HUDSON / R&M CONSULTANTS
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** MCCARTHY ROAD
Name of Highway Enter Name of Facility or Secondary Route Name
(i.e. Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 17
List the closest main highway milepost
7. **NAME** Kuskulana No. 1
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT_DIST/STAT** District TAZLINA Station CHITINA
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** VALDEZ B-1
U.S.G.S. Quad. Map
10. **TOWNSHIP/RANGE** T#S R#E T4S R8E & Meridian CRM
Section 30 & 31
11. **COOR_UTM** ZONE 6
NORTHING 6,820,653
EASTING 658,687
UTM WGS84 - **Meters**
12. **COOR_STATE_PLANE** ZONE 3
NORTHING 2,740,663
EASTING 1,986,513
Alaska State Plane NAD83 - **Survey Feet**
13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** NA
14. **DNR_LAND_USE_PLAN** COPPER RIVER BASIN AREA PLAN
15. **CATEGORY** (To be filled in the office)
- 15a. **CLASSIFICATION** ACTIVE
- 15b. **STATUS** OPEN

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/explored (used only for proposed 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_USERS17a. **PRESENT_USER_1** DOT&PF MAINTENANCE17b. **PRESENT_USER_2** DOT&PF CONSTRUCTION17c. **PRESENT_USER_3** _____18. **PERMITTED_ACREAGE** 49.9

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

19. **DEVELOPED_ACREAGE** 4.4

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

20. ACREAGE_COMP_METHOD FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 450,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	Existing Pit	Western Expansion Area	
Acres	<u>3.4</u>	<u>23.9</u>	
Est. Depth (ft.)	<u>5</u>	<u>18</u>	
Factor (b.c.y. / acre-foot)	<u>1,000</u>	<u>1,000</u>	
Est. Quant. (c.y.)	<u>17,000</u>	<u>430,000</u>	

For the existing pit, an average working depth of 6 feet was assumed with 1 foot of overburden. The western expansion area estimate assumes an average working depth of 20 feet with 2 feet of overburden. During the August 2014 inspection, the existing pit was observed to have been worked to a depth of 40 feet

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 180

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

24. VEGETATION

Vegetation surrounding the pit during the August 2014 inspection consisted of spruce and birch with some aspen trees. The spruce was 6 to 12 inches in diameter on 5 to 20-foot centers with heights up to 70 feet. The birch was 3 to 8 inches in diameter on 5 to 10-foot centers with heights up to 40 feet. The understory consisted of medium bushes and alders with a groundcover of moss and peat. There was no vegetation observed on the pit floor.

25. TYPE_1 BORROW PIT **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 FT. **28. OB_CLASS_2** <3 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	

31. MAT_TYPE_1 Dominant type	FLUVIAL	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	DETECTED IN NO TEST HOLES OR PITS
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	DETECTED IN SOME TEST HOLES OR PITS

35. GROUNDWATER	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <p>During the August 2014 inspection, small amounts of standing water were observed in isolated parts of the undeveloped western area of the site. The water was no deeper than 2 inches in those areas. There was no evidence of groundwater observed in the pit. Also, no groundwater was encountered in any of the test pits excavated to 11 feet in depth during September 1972.</p> </div>
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36. LITHOLOGY_1**FLUVIAL****37. LITHOLOGY_2**

Dominant type

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. GP38c. SP-SM38e. 38g. 38b. GP-GM38d. SP38f. 38h.

39. COBBLES_AND_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

39a.	CONTAINS	_____	
39b.	Est. % by VOL.	10	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	72	(Observed Size)

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	1969- 2.82, 2.82, 2.82 / 1972- 2.81
40b. SG APP FINE	1969- 2.74, 2.78, 2.72 / 1972- 2.78
40c. ABSORPTION CRSE	1969- 0.53
40d. ABSORPTION FINE	1969- 1.42
40e. NORDIC ABRASION	
40f. L.A. ABRASION	1969- 13 / 1972- 13
40g. DEGRADATION (T-13)	1969- 83 / 1972- 84
40h. NASO4 LOSS COARSE	1972- 1.0
40i. NASO4 LOSS FINE	1972- 4.2

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

CHITRA

Serial No. 42-257



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

State Office

555 Cordova Street

Anchorage, Alaska 99501

ASO 2800-1
Rev. May 70

Recording District

IN REPLY REFER TO:

2800 (921)

AA-6089

DECISION

RIGHT-OF-WAY GRANTED

MAR 27 1972

Details of Grant

Serial number of grant AA-6089

Name of grantee State of Alaska, Department of Highways
1306 E. Fourth Avenue, Anchorage, Alaska 99501

Map showing the location and
dimensions of grant: Central District

Map designations Project S-0850(7), Copper River to
Kuskulana River, Parcel M.S. 850-008-5

Date filed November 16, 1970

Permitted use by grantee Material Site

Authority for grant Act of August 27, 1958 (72 Stat. 885;
23 U.S.C. 317)

Regulations applicable to grant:

Code reference 43 CFR 2800 through 2802, 43 CFR 2821,
and 43 CFR, Part 17, and Part 23

Date of grant MAR 27 1972

Expiration date of grant N/A

Rental: N/A

Amount N/A

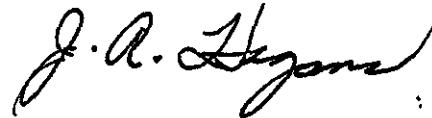
When payable by grantee N/A

*Subject to
stipulations
Anchorage
District Record
stipulations
9-26-72
10*

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 FR 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in 43 CFR 2800 as more specifically set forth in the attached terms and conditions.
3. Filing of proof of construction within 7 years from date of the grant.
4. The right of the United States, its permittees or licensees, to enter upon, occupy and use, any part or all of said land for the purposes set forth in and subject to the conditions and limitations of Sec. 24 of the Federal Power Act of June 10, 1920, 41 Stat. 1075, as amended, (16 U.S.C. 818), and subject to the stipulation that, if and when, the lands are required in whole or in part, for power development purposes, any structures or improvements placed thereon which shall be found to obstruct or interfere with such development shall, without expense to the United States, its permittees or licensees, be removed or relocated insofar as is necessary to eliminate interference with power development.
5. Subject to attached "Special Stipulations" which are made a part hereof by reference.



J. A. Hagans
Chief Adjudicator

Copy to:
State of Alaska
Department of Highways
Right-of-Way Section, P.O. Box 589
Douglas, Alaska 99824

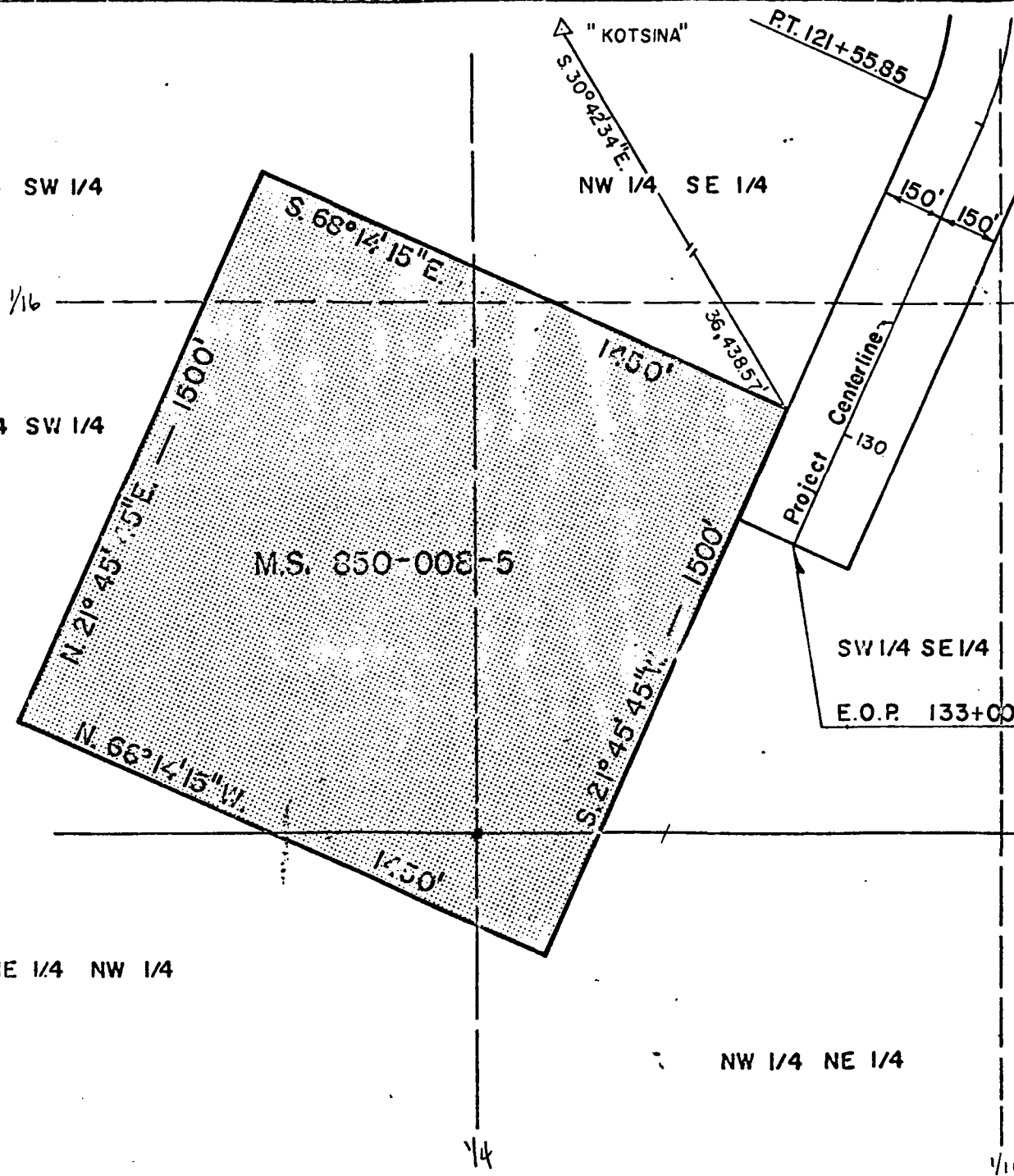
Division Engineer
Federal Highway Administration
Bureau of Public Roads
P.O. Box 1648
Juneau, Alaska 99801

Enclosures 4
Encl. 1 - Map
Encl. 2 - Stipulations
Encl. 3 - ASO 2800-2
Encl. 4 - ASO 2800-XX 3

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

3A6089

BOOK 6 PAGE 59
Chitina Recording District



RECORDED & FILED
Chitina REC. DIST.
DATE **AUG 7 1972**
TIME **11:55 A.M.**
Requested by **Dept of Highways**
Address **Box 8869**
Area 64 99508

UNSURVEYED
T. 4 S. R. 8 E.
C. R. M.

ENGINEER'S STATEMENT

STATES THAT HE IS BY OCCUPATION A CIVIL ENGINEER EMPLOYED BY THE ALASKA DEPARTMENT OF HIGHWAYS TO SUPERVISE THE SURVEY OF HIGHWAY PROJECT NUMBER **S-0850(7)** AS SHOWN ON THIS MAP; THAT THE SURVEY OF SAID PROJECT WAS MADE UNDER HIS SUPERVISION AND AUTHORITY; THAT THIS PARCEL WAS SURVEYED DURING THE SURVEY OF THIS HIGHWAY PROJECT WHICH WAS CONDUCTED IN 19___; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS MAP.

APPLICANT'S CERTIFICATE

THIS IS TO CERTIFY THAT WHO SUBSCRIBED THE STATEMENT HEREON IS THE PERSON EMPLOYED BY THE UNDERSIGNED APPLICANT TO SUPERVISE THE PREPARATION OF THIS MAP, WHICH HAS BEEN ACCEPTED BY THE APPLICANT AS THE APPROXIMATE FINAL LOCATION OF THE PROJECT THEREBY SHOWN; AND THAT THIS MAP IS FILED AS A PART OF THE COMPLETE APPLICATION, AND IN ORDER THAT THE APPLICANT MAY OBTAIN THE BENEFITS OF THE ACT OF AUGUST 27, 1956, (72 STAT. 285, 23 U.S.C. 317); AND I FURTHER CERTIFY THAT THE RIGHT OF WAY HEREIN DESCRIBED IS DESIRED FOR ALASKA HIGHWAY PROJECT NUMBER **S-0850(7)**

B. Madock
for COMMISSIONER OF HIGHWAYS, ALASKA DEPARTMENT OF HIGHWAYS
ATTEST *Ted Johnson*

DWN: GCS	SCALE: 1" = 400'	AREA: 49.931 Ac.±
CKD: <i>g</i>		

**STATE OF ALASKA
DEPARTMENT OF HIGHWAYS**

MAP
SHOWING MAT. SOURCE REQUIRED
FOR
PROJECT **S-0850(7)** Southcentral DISTRICT
PARCEL NO. **M.S. 850-008-5** DATE **9-1-70**

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE
INSPECTION REPORT

Federal Project No. STP-000S(823)
AKSAS Project No. 76149

TOK CUTOFF HIGHWAY

MS 46-1-002-5
Chistochina Pit

July 9, 2015

<u>CONTENTS</u>	<u>PAGE</u>
COVER SHEET.....	1A & 1B
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 and DNR case abstracts, this site lies on private lands owned by Ahtna, Inc. (subsurface estate) and Cheesh-Na, Inc. (surface estate). The site was originally designated MS 52-031-62.

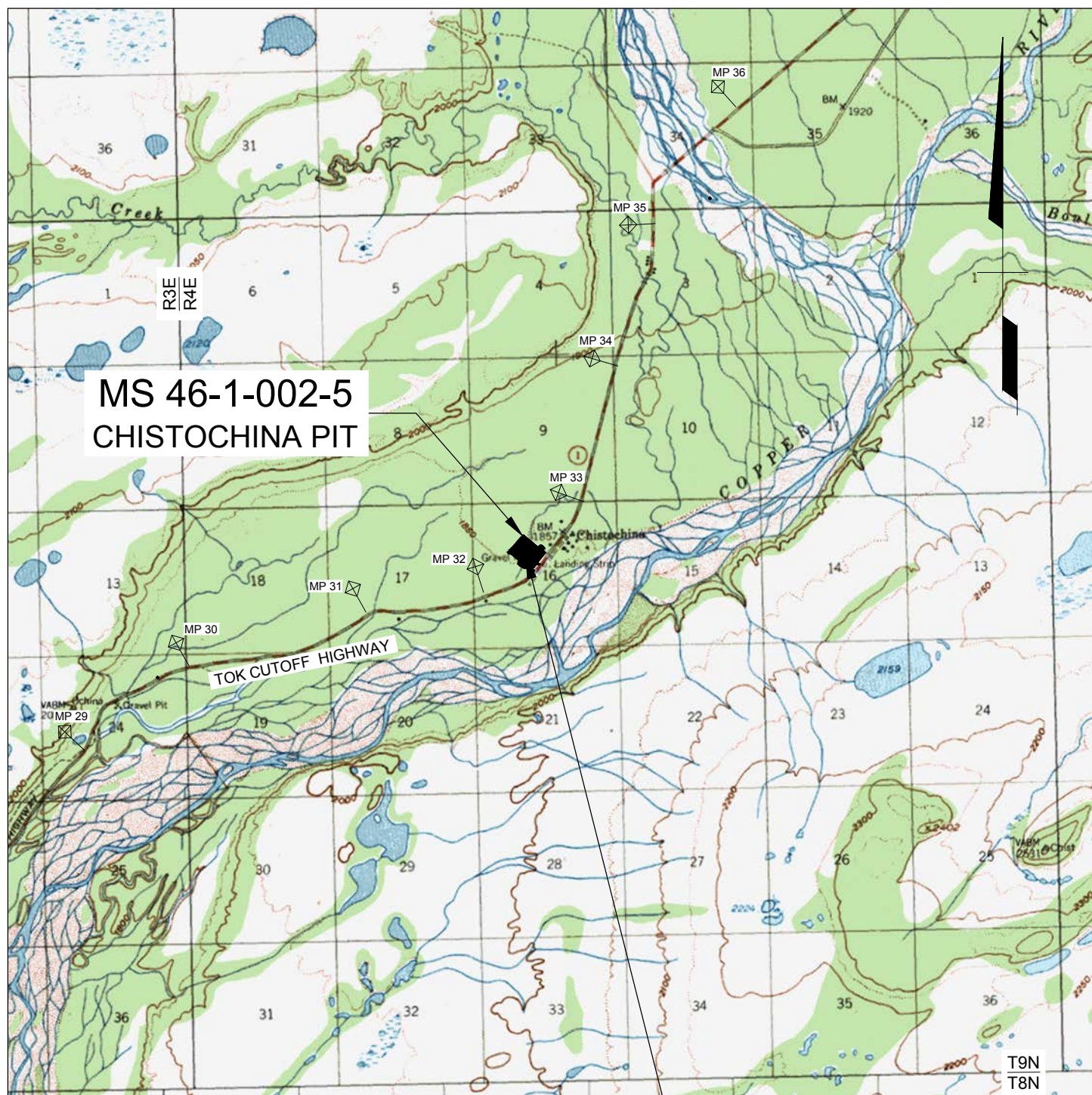
A FUP (A-18165) was reportedly issued to the Alaska Road Commission in the early 1950's and apparently expired in the early 1960's. An indefinite right-of-way grant (A-58838) was issued to DOT&PF for the site in 1963 by BLM. The land was patented to Ahtna, Inc (PA 50-79-0147) and to Cheesh-Na, Inc. (PA 50-79-0146) in 1979. Administration of the right-of-way grant was waived to Ahtna, Inc. in 1983.

Attachment H

The site adjoins the Tok Cutoff right-of-way and there are two access roads into the pit (one bermed). A solid waste site was located in the southwest corner of the pit and a great deal of trash was observed in the pit, including batteries and other potentially hazardous waste.

The site appears to contain limited quantities of sand and gravel but should be retained by DOT&PF for future use, if necessary. The potential contamination may make further use impracticable as the cost of determining the extent of any contamination may exceed the value of the gravel remaining.

LOCATION MAP



U.S.G.S. QUADRANGLE: GULKANA (B-2) & (C-2)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)

ZONE 6: N 6,939,092 E 619,416

AK STATE PLANE (NAD83-US SURVEY FT)

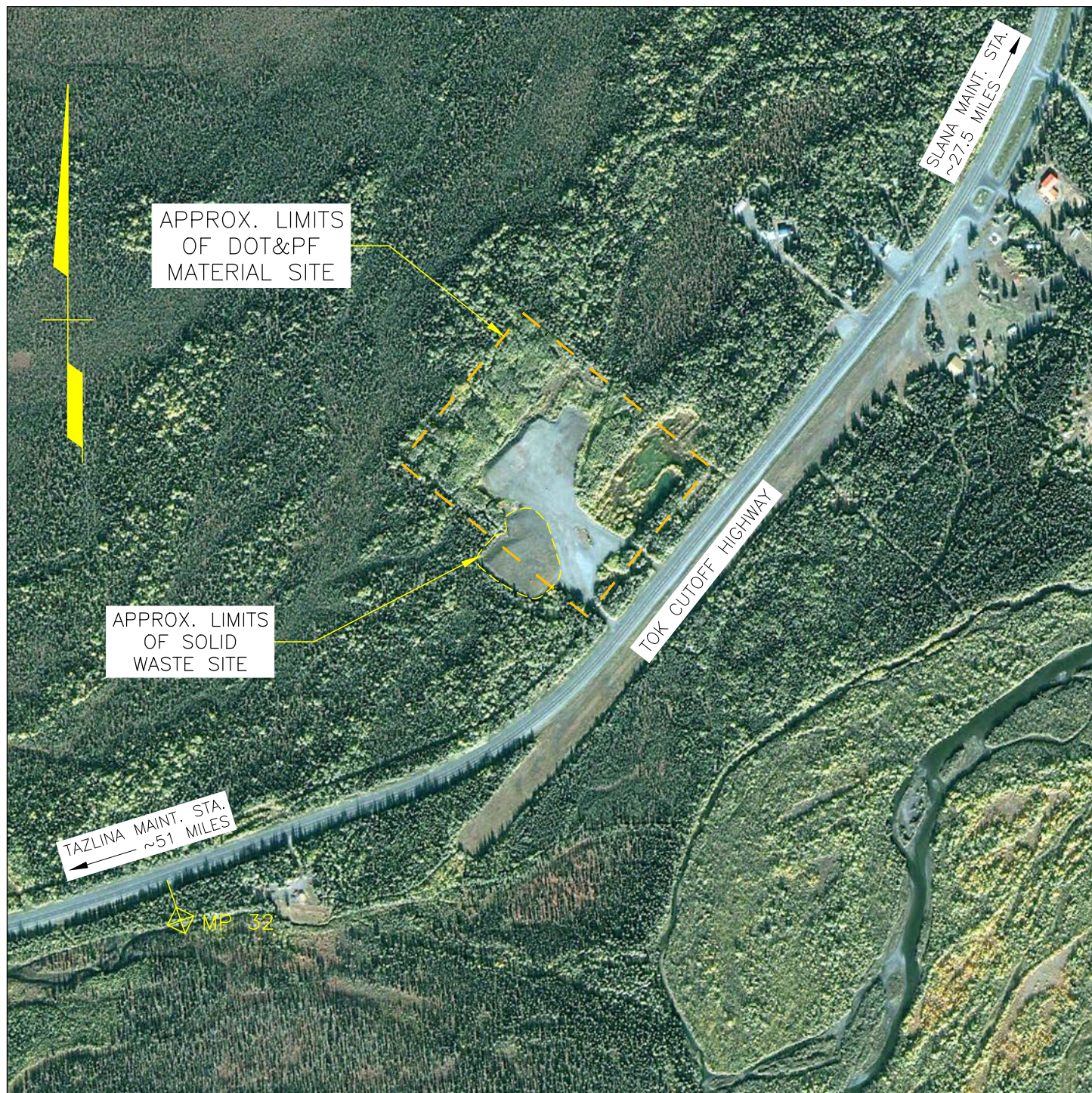
ZONE 3: N 3,131,244 E 1,863,657

ACTIVE - OPEN

GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 46-1-002-5			
SCALE AS SHOWN	DESIGNED CHECKED K.G.T. C.H.R.	DRAWN DATE K.G.T. JAN. 2014	PAGE 2

SITE MAP



BASE MAP IS SEPTEMBER 06, 2006 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

0 300 600 1200 1800



GRAPHIC SCALE IN FEET

BASE MAP FROM GOOGLE EARTH PRO 1/22/14

Prepared By:
R&M CONSULTANTS, INC.

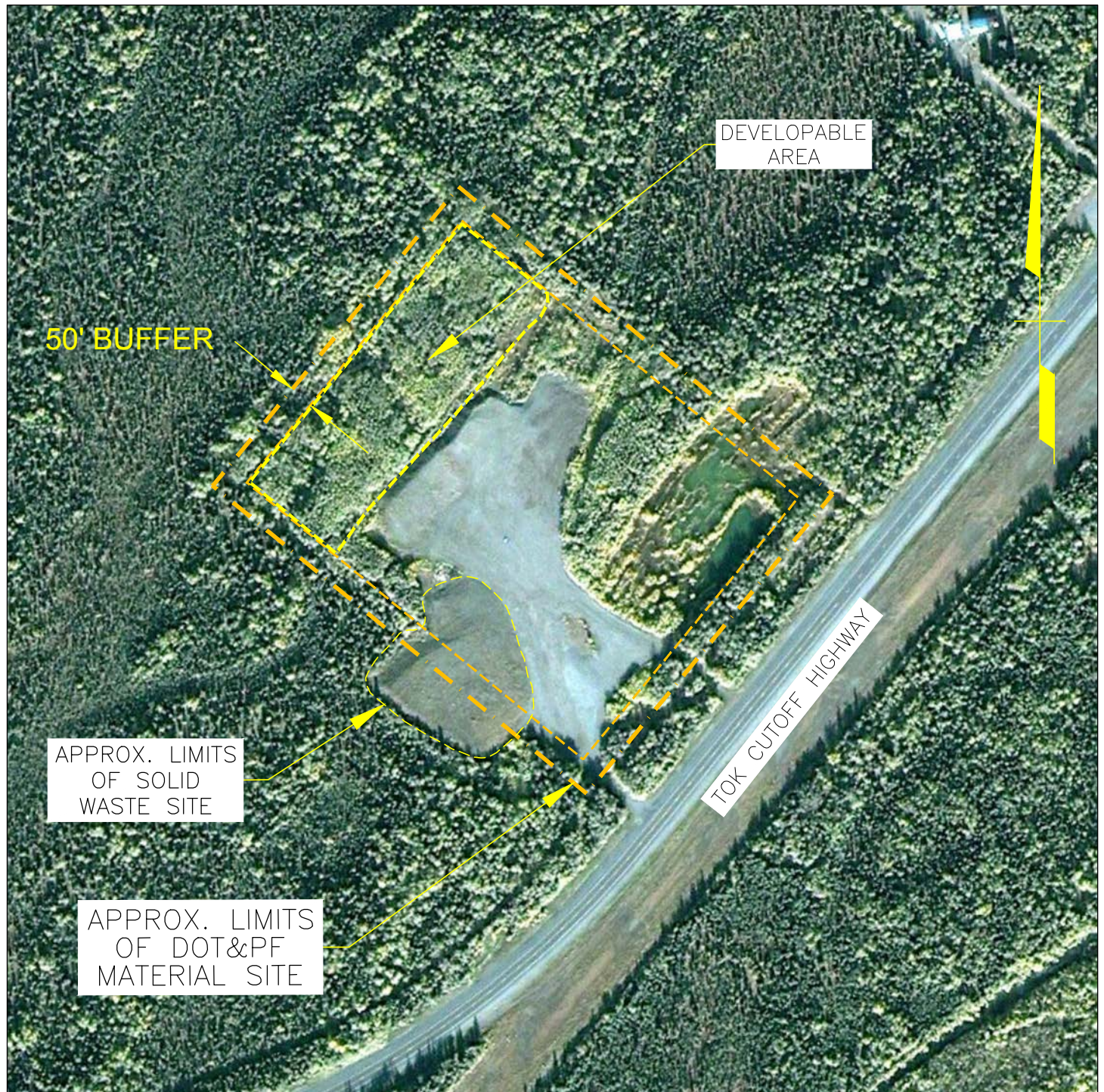
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATEWIDE MATERIAL SITE
INVENTORY

MS 46-1-002-5

SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE JAN. 2014	PAGE 3A
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SITE MAP



BASE MAP IS SEPTEMBER 06, 2006 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



BASE MAP FROM GOOGLE EARTH PRO 1/22/14

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 46-1-002-5			
SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE JAN. 2014	PAGE 3B

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS_ID** 46-1-002-5
Enter the full material site number e.g.. 31-3-045-2
2. **DATE_INSPECT** 7/12/2014
Date of field inspection
3. **FLD INSPEC_ORG** KYLE THERRIEN / R&M CONSULTANTS
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** TOK CUTOFF HIGHWAY
Name of Highway Enter Name of Facility or Secondary Route Name
(i.e.Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 32.5
List the closest main highway milepost
7. **NAME** CHISTOCHINA PIT
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT_DIST/STAT** District TAZLINA Station SLANA
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** GULKANA C-2
U.S.G.S. Quad. Map
10. **TOWNSHIP/RANGE** T#S R#E T9N R4E & Meridian CRM
Section 16
11. **COOR_UTM** ZONE 6
NORTHING 6,939,092
EASTING 619,416
UTM WGS84 - Meters
12. **COOR_STATE_PLANE** ZONE 3
NORTHING 3,131,244
EASTING 1,863,657
Alaska State Plane NAD83 - Survey Feet
13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** NA
14. **DNR_LAND_USE_PLAN** COPPER RIVER BASIN AREA PLAN
15. **CATEGORY** (To be filled in the office)
- 15a. **CLASSIFICATION** ACTIVE
- 15b. **STATUS** OPEN

16. **POTENTIAL_STATUS** LIMITED

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/explored (used only for proposed 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 MAINTENANCE17b. **PRESENT_USER_2** _____17c. **PRESENT_USER_3** _____18. **PERMITTED_ACREAGE** 18.4

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

19. **DEVELOPED_ACREAGE** 1.9

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

Includes the existing pits and access roads within the site limits.

20. **ACREAGE_COMP_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 10,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	Developable Area		
Acres	<u>1.9</u>	<u>0.0</u>	<u>0.0</u>
Est. Depth (ft.)	<u>6</u>		
Factor (b.c.y. / acre-foot)	<u>1,000</u>	<u>1000</u>	<u>1,000</u>
Est. Quant. (c.y.)	<u>11,400</u>	<u>0</u>	<u>0</u>

The entire site has been developed, 1993 test hole logs indicate that there is still material available within the north east end of the material site. Estimated quantity assumes an average working depth of 9 ft. across this area of the material site with an estimated overburden depth of 3 ft. Due to evidence of potential contamination the developed pit should be avoided and work should not proceed below the water table unless environmental studies are done.

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**110

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

24. **VEGETATION**

The entire site was cleared of the original vegetation. A second growth of 40 foot poplar trees has vegetated the site excluding the solid waste site, stock pile, and ponded areas. The mature poplar trees are spaced on 15 foot centers and have grown to 12 inch diameter. Spruce saplings have also grown in the cleared area

25. **TYPE_1**BORROW PIT26. **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**>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**SILT30. **OB_TYPE_2**SOLID WASTE

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT

PEAT

SOLID WASTE

OTHER

COLLUVIUM

SPOIL

UNKNOWN

31. **MAT_TYPE_1**

Dominant type

FLUVIAL32. **MAT_TYPE_2**

Subordinate type

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

33. **PERMAFROST_1**

New Site or Expansion Area

34. **PERMAFROST_2****DATA OUTDATED**

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

35. **GROUNDWATER**

Groundwater was noted between 1 and 9.5 feet in test hole logs from September 1993.

A portion of the site has been mined to the water table and ponding was noted in the pit located in the eastern corner of the material site during the July, 2014 inspection.

36. LITHOLOGY_1**FLUVIAL****37. LITHOLOGY_2**

Dominant type

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. GW
38b. GP38c. GP-GM
38d. SW38e. SP
38f. 38g.
38h.

39. COBBLES_AND_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

39a.	CONTAINS	<u>CONTAINS COBBLES AND BOULDERS</u>	
39b.	Est. % by VOL.	_____	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	_____	(Observed Size)

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	_____
40b. SG APP FINE	1983- 2.80
40c. ABSORPTION CRSE	_____
40d. ABSORPTION FINE	_____
40e. NORDIC ABRASION	_____
40f. L.A. ABRASION	1993- 18
40g. DEGRADATION (T-13)	1993- 83
40h. NASO4 LOSS COARSE	_____
40i. NASO4 LOSS FINE	_____

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**POSSIBLE CONTAMINATION**

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

42. Batteries were observed scattered on the ground, drums in the woods and a garbage dump next to or within the site, leave the possibility of groundwater contamination.

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

Federal Project No. STP-000S(823)
AKSAS Project No. 76149

TOK CUTOFF HIGHWAY

MS 46-1-007-5

Camp Pit

April 13, 2014

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

CATEGORY:

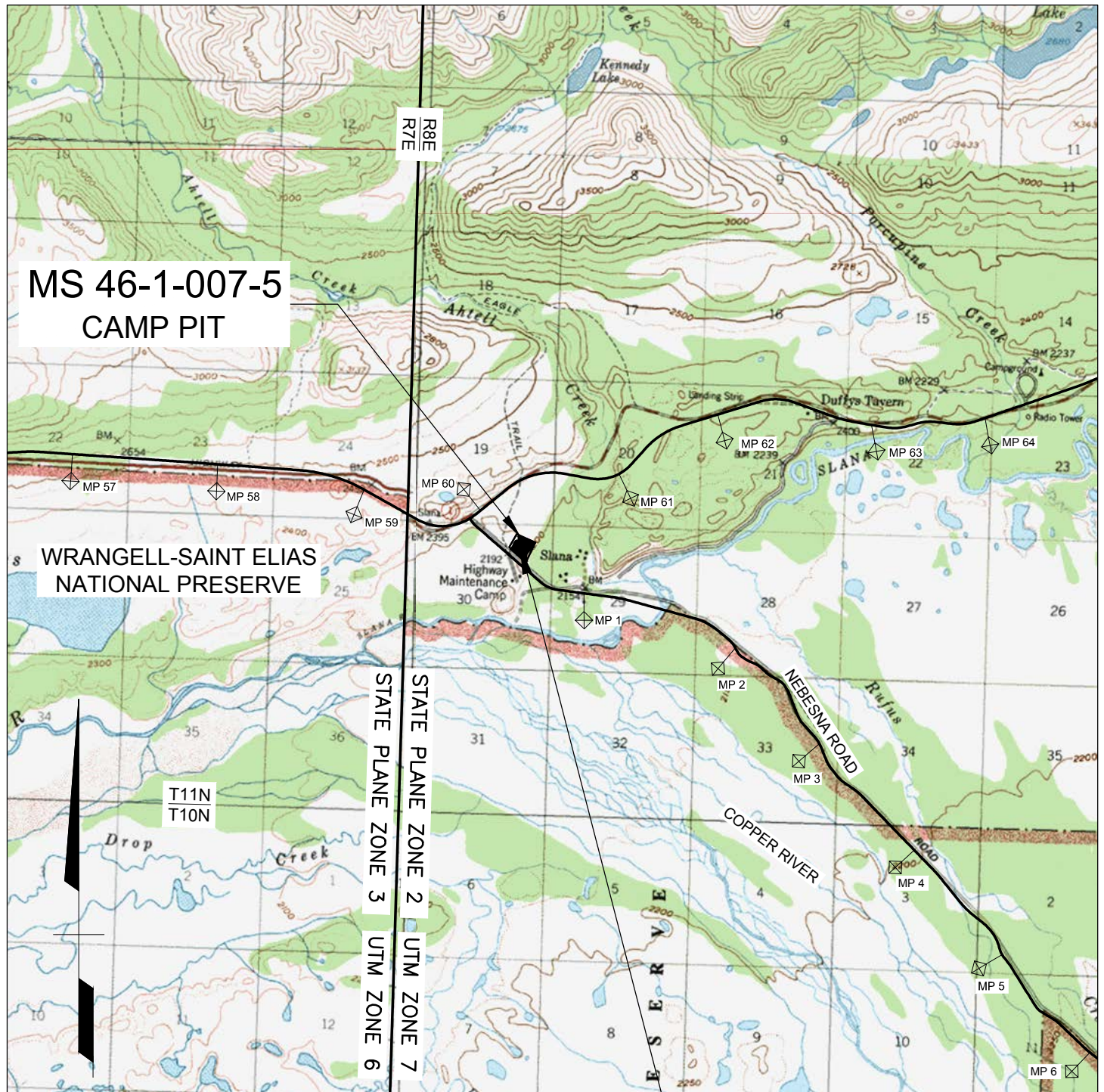
ACTIVE – OPEN

According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case abstracts, this site lies on private land but is still managed by BLM.

An indefinite right-of-way grant (A-67438) was issued to DOT&PF for the site in 1966 by BLM. Betty Lou Freed filed for a homestead entry in 1967 (AA-2064) which was patented in 1975 (PA 50-76-0088). The patent was subject to the material site right-of-way. The management and ownership of the site was in contention in the 1970's and 80's.

The site adjoins the Tok Cutoff Highway right-of-way and access is directly from the edge of the right-of-way. The site appears to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use.

LOCATION MAP



U.S.G.S. QUADRANGLE: GULKANA (C-1), (D-1),
NEBESNA (C-6), & (D-6)

ACTIVE - OPEN



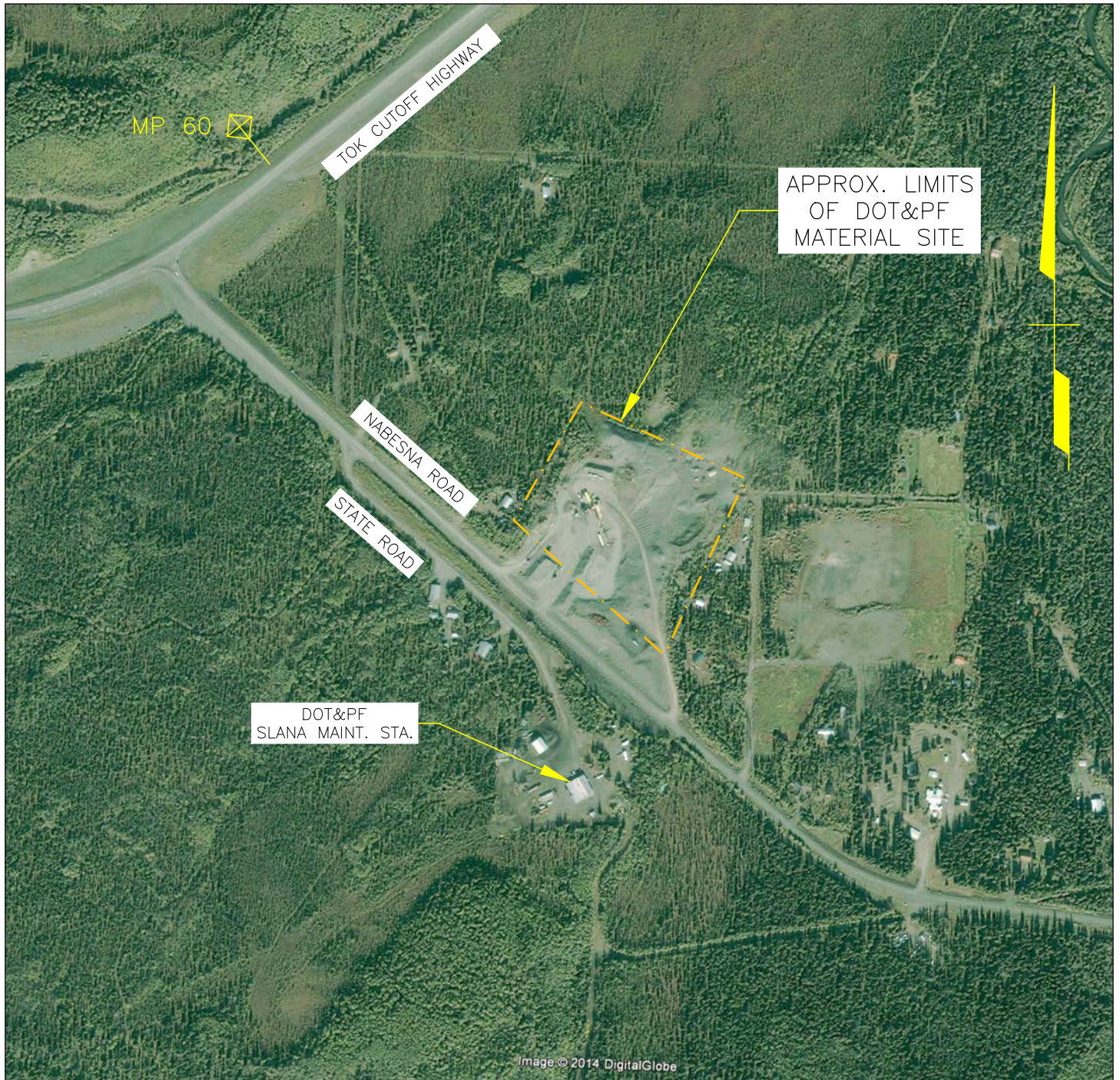
GRAPHIC SCALE IN MILES

BASE MAP CREATED WITH TERRAIN NAVIGATOR PRO

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 46-1-007-5			
SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE JAN. 2014	PAGE 2

SITE MAP



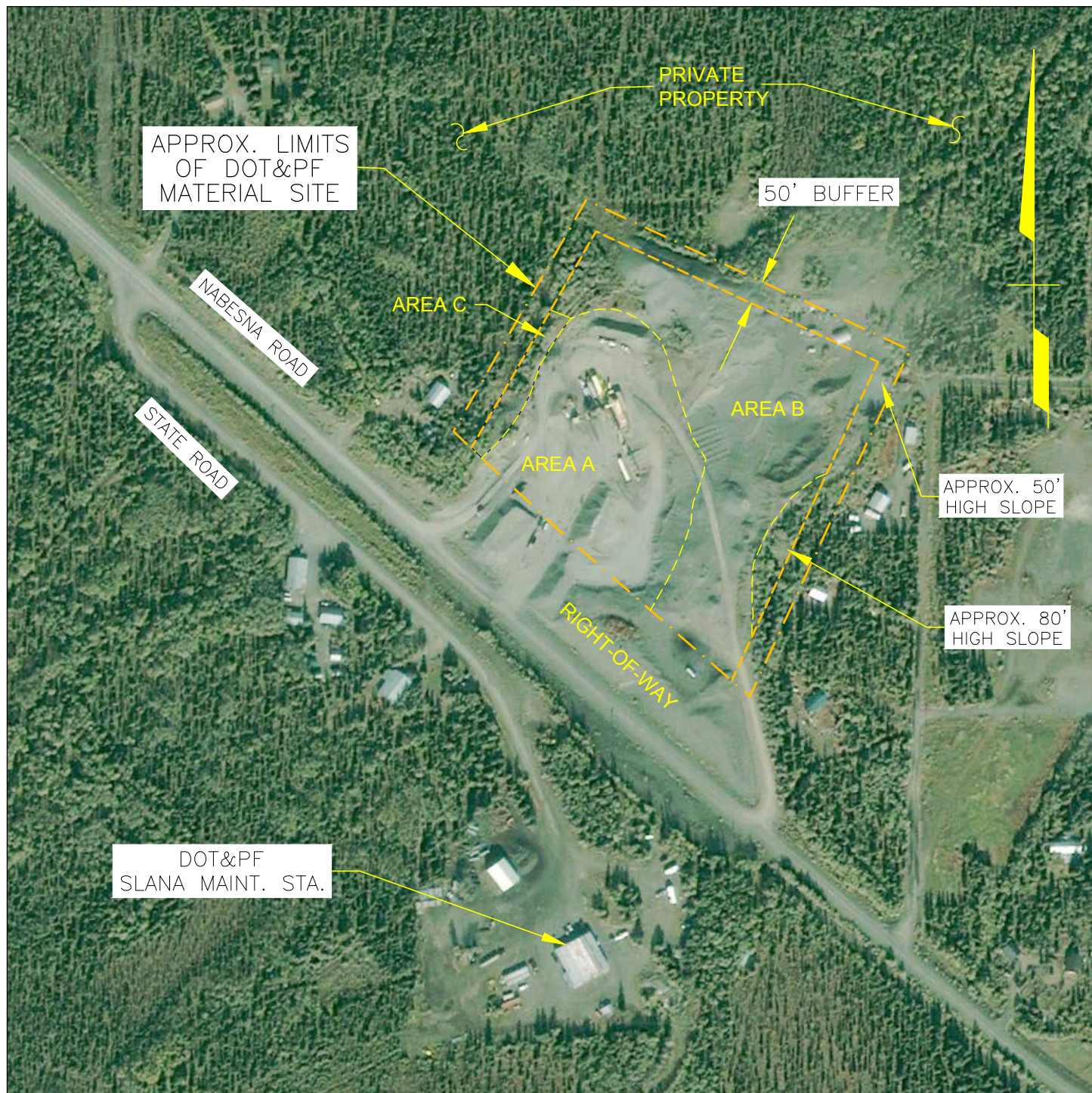
BASE MAP IS AUGUST 29, 2006 DIGITALGLOBE SATELLITE IMAGERY.
THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS
DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE
UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

ACTIVE - OPEN



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 46-1-007-5			
SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE JAN. 2014	PAGE 3A

SITE MAP



BASE MAP IS AUGUST 29, 2006 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 46-1-007-5			
SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE JAN. 2014	PAGE 3B

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS_ID** 46-1-007-5
Enter the full material site number e.g.. 31-3-045-2
2. **DATE_INSPECT** 7/14/2014
Date of field inspection
3. **FLD_INSPEC_ORG** KYLE THERRIEN / R&M CONSULTANTS
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** TOK CUTOFF HIGHWAY NABESNA ROAD
Name of Highway Enter Name of Facility or Secondary Route Name
(i.e.Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 60
List the closest main highway milepost
7. **NAME** CAMP PIT
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT_DIST/STAT** District TAZLINA Station SLANA
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** NEBESNA C-6
U.S.G.S. Quad. Map
10. **TOWNSHIP/RANGE** T#S R#E T11N R8E & Meridian CRM
Section 30
11. **COOR_UTM** ZONE 7
NORTHING 6,956,851
EASTING 347,729
UTM WGS84 - Meters
12. **COOR_STATE_PLANE** ZONE 2
NORTHING 3,187,839
EASTING 1,308,475
Alaska State Plane NAD83 - Survey Feet
13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** NA
14. **DNR_LAND_USE_PLAN** COPPER RIVER BASIN AREA PLAN

15. **CATEGORY** (To be filled in the office)

15a. **CLASSIFICATION** ACTIVE

15b. **STATUS** OPEN

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/explored (used only for proposed 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_USERS17a. **PRESENT_USER_1** DOT&PF CONSTRUCTION17b. **PRESENT_USER_2** DOT&PF MAINTENANCE17c. **PRESENT_USER_3** _____18. **PERMITTED_ACREAGE** 11.8

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

19. **DEVELOPED_ACREAGE** 8.7

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

Includes the existing pit within the site limits.

20. ACREAGE_COMP_METHOD FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 230,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	Area A	Area B	West Side of Site (Area C)
Acres	3.8	4.9	0.3
Est. Depth (ft.)	10	40	
Factor (b.c.y. / acre-foot)	1,000	1,000	
Est. Quant. (c.y.)	38,000	196,000	

Estimated quantity assumes the average working depth of the existing pit (Area A) can be mined an additional 10 ft. Estimated quantity in Area B assumes an average working depth of 40 ft. The west side of the site (Area C) has been excluded due to its proximity to the private property and steep relief of 20 to 28 ft. above the pit floor. A 50 ft. buffer is maintained along adjoining private property on three sides of the site.

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 200

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

24. VEGETATION

Nearly the entire site has been stripped of its natural vegetation. Some small alder and spruce saplings have begun to grow on the edges of the developed site area.

25. TYPE_1 BORROW PIT **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 FT. **28. OB_CLASS_2** <3 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	

31. **MAT_TYPE_1**

Dominant type

FLUVIAL32. **MAT_TYPE_2**

Subordinate type

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

33. **PERMAFROST_1**

New Site or Expansion Area

34. **PERMAFROST_2**DETECTED IN NO TEST HOLES OR PITS

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

35. **GROUNDWATER**

The depth to groundwater underlying the pit is unknown.

36. LITHOLOGY_1**FLUVIAL****37. LITHOLOGY_2**

Dominant type

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. GW38c. SW38e. SW-SM38g. SM38b. GP38d. SP38f. SP-SM38h.

39. COBBLES_AND_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

39a.	CONTAINS	<u>CONTAINS COBBLES AND BOULDERS</u>	
39b.	Est. % by VOL.	_____	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	_____	(Observed Size)

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	1979- 2.75 /1998- 2.79
40b. SG APP FINE	1979- 2.74 /1998- 2.70
40c. ABSORPTION CRSE	
40d. ABSORPTION FINE	
40e. NORDIC ABRASION	
40f. L.A. ABRASION	1979- 16 / 1998- 13, 14, 16
40g. DEGRADATION (T-13)	1979- 59 / 1998- 62, 67, 73, 78
40h. NASO4 LOSS COARSE	1979- 0.992 /1998- 0.7, 0.7, 1.2, 2.3
40i. NASO4 LOSS FINE	1979- 2.55 /1998- 2.5, 3.5, 3.8

41. POTENTIAL_USABILITY**PAVING AGGREGATE PRODUCED**

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

STATEWIDE MATERIAL SITE INVENTORY

MATERIAL SITE **INSPECTION REPORT**

Federal Project No. STP-000S(823)
AKSAS Project No. 76149

TOK CUTOFF HIGHWAY

MS 46-1-009-5
Bear Cub Pit

April 13, 2014

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

CATEGORY:

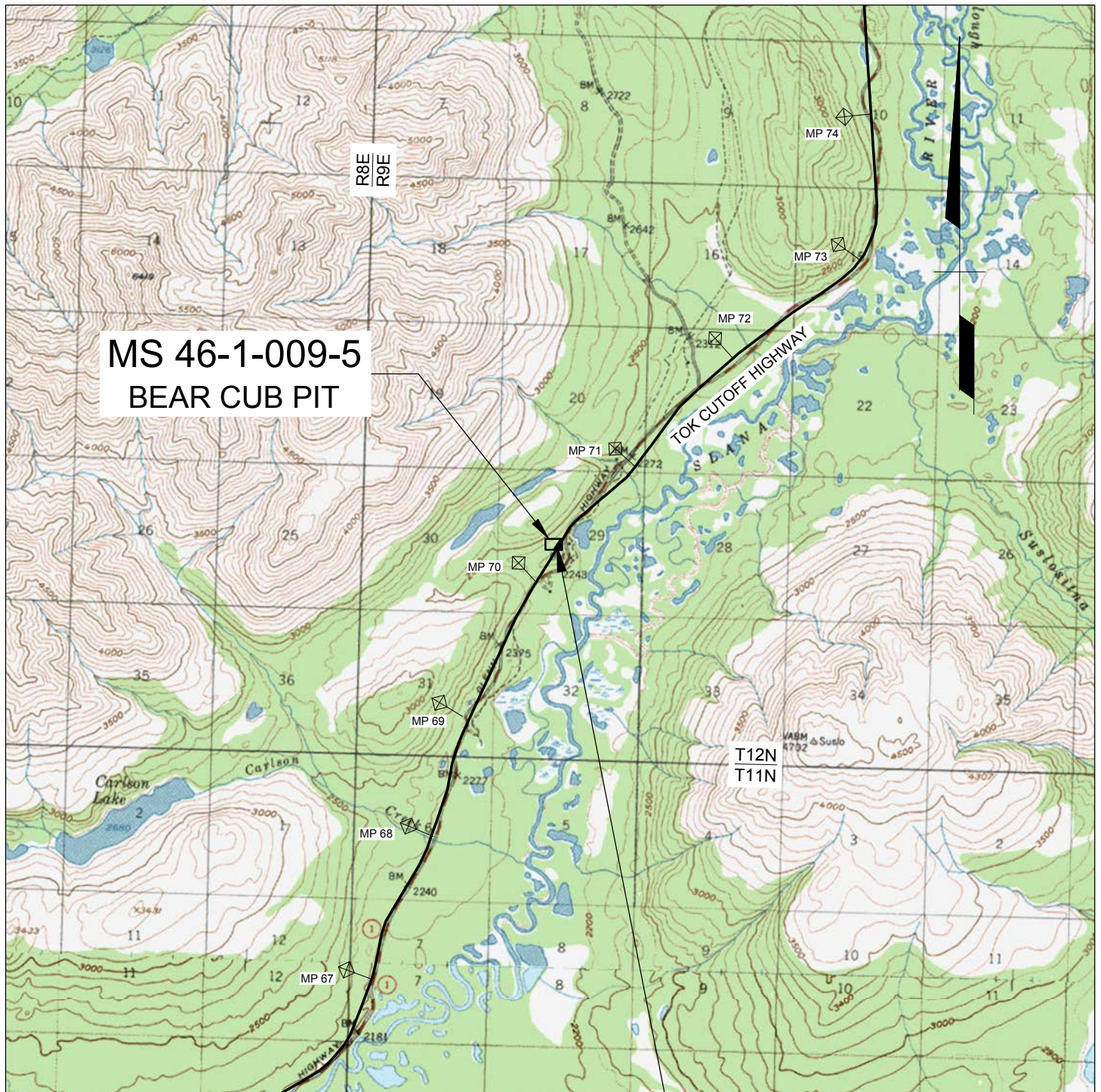
ACTIVE – STATUS UNKNOWN

According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case abstracts, this site lies on Federal land managed by BLM. It lies across the Old Tok Cutoff Highway from the Bear Cub Inn (Closed).

An indefinite right-of-way grant (A-57443) was issued to DOT&PF for the site in 1963 by BLM. The land has been selected by Ahtna, Inc. for the subsurface estate and by Mentasta, Inc. for the surface estate in 1979 (AA-6716-C).

The site adjoins the Old Tok Cutoff Highway right-of-way and there is an access road into the site. The New Tok Cutoff Highway crossed through the site. There is a large area between the old and new Tok Cutoff Highway that is being used for stockpiling. It appears to not be on the site, or the highway right-of-way, or within the permitted stockpiling area. The site appears to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use. The site boundaries should be marked clearly prior to mining operations.

LOCATION MAP



U.S.G.S. QUADRANGLE: NABESNIA (D-6) & (C-6)

ACTIVE - STATUS UNKNOWN



GRAPHIC SCALE IN MILES

GPS COORDINATES FROM GOOGLE EARTH

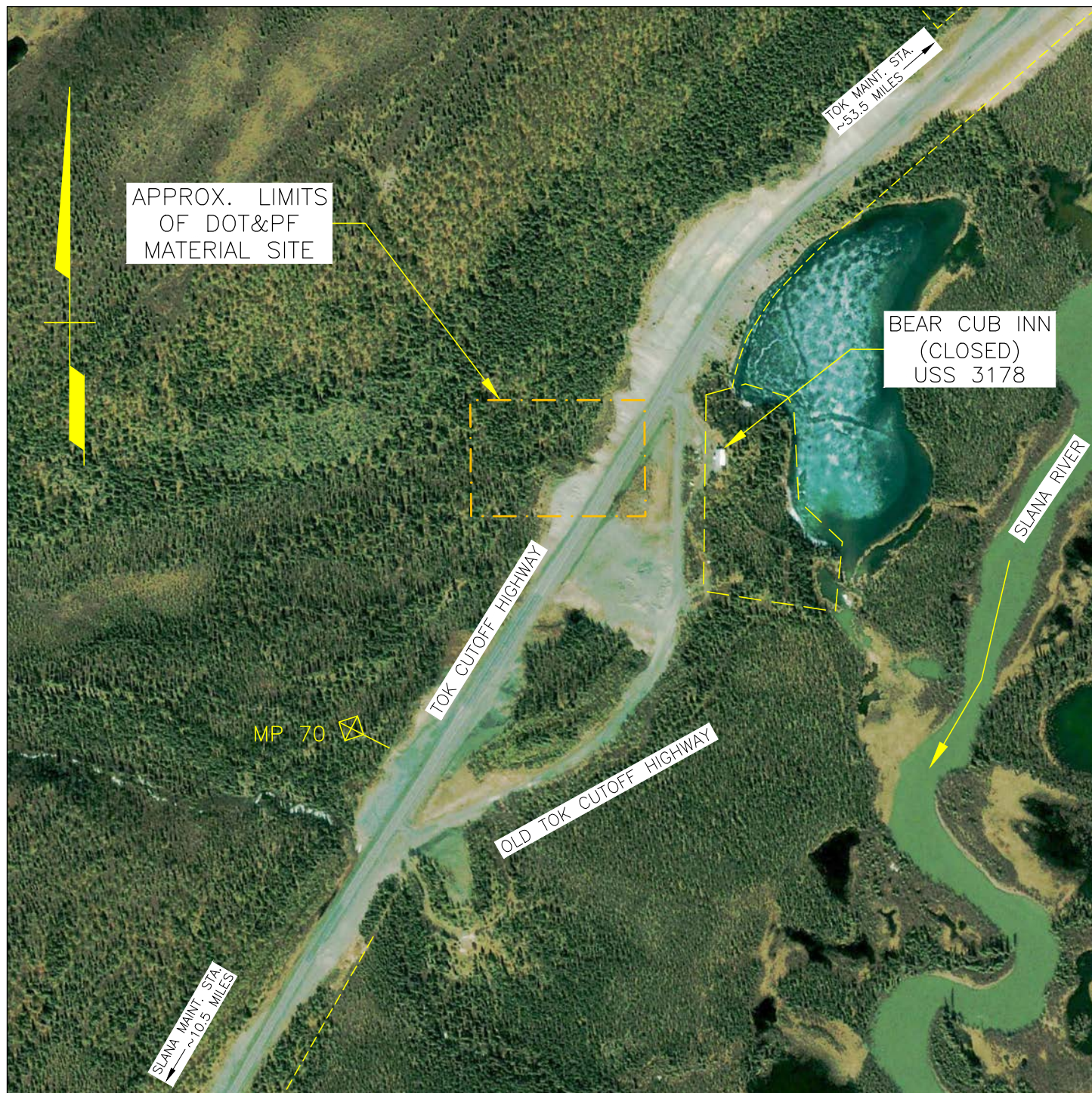
UTM (WGS84-METERS)
 ZONE 7: N 6,965,435 E 358,688
 AK STATE PLANE (NAD83-US SURVEY FT)
 ZONE 2: N 3,216,560 E 1,343,994

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC FACILITIES

STATEWIDE MATERIAL SITE
 INVENTORY
 MS 46-1-009-5

SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE FEB. 2014	PAGE 2
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SITE MAP



BASE MAP IS MAY 22, 2002 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 - STATUS UNKNOWN



GRAPHIC SCALE IN FEET

BASE MAP FROM GOOGLE EARTH PRO 1/22/14

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATEWIDE MATERIAL SITE
INVENTORY
MS 46-1-009-5

SCALE AS SHOWN	DESIGNED K.G.T. CHECKED C.H.R.	DRAWN K.G.T. DATE JAN. 2014	PAGE 3A
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SITE MAP



BASE MAP IS MAY 22, 2002 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 - STATUS UNKNOWN

0 100 200 400 600



GRAPHIC SCALE IN FEET

BASE MAP FROM GOOGLE EARTH PRO 1/22/14

Prepared By:
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 46-1-009-5			
SCALE AS SHOWN	DESIGNED K.G.T CHECKED C.H.R.	DRAWN K.G.T DATE JAN. 2014	PAGE 3B

THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS_ID** 46-1-009-5
Enter the full material site number e.g.. 31-3-045-2
2. **DATE_INSPECT** 7/14/2014
Date of field inspection
3. **FLD INSPEC_ORG** KYLE THERRIEN / R&M CONSULTANTS
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** TOK CUTOFF HIGHWAY
Name of Highway Enter Name of Facility or Secondary Route Name
(i.e.Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 70.5
List the closest main highway milepost
7. **NAME** BEAR CUB PIT
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT_DIST/STAT** District TAZLINA Station SLANA
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** NEBESNA D-6
U.S.G.S. Quad. Map
10. **TOWNSHIP/RANGE** T#S R#E T12N R9E & Meridian CRM
Section 29
11. **COOR_UTM** ZONE 7
NORTHING 6,965,435
EASTING 358,688
UTM WGS84 - Meters
12. **COOR_STATE_PLANE** ZONE 2
NORTHING 3,216,560
EASTING 1,343,994
Alaska State Plane NAD83 - Survey Feet
13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** NA
14. **DNR_LAND_USE_PLAN** COPPER RIVER BASIN AREA PLAN

15. **CATEGORY** (To be filled in the office)

15a. **CLASSIFICATION** ACTIVE

15b. **STATUS** UNKNOWN

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/explored (used only for proposed 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_USERS17a. **PRESENT_USER_1** DOT&PF MAINTENANCE17b. **PRESENT_USER_2** DOT&PF CONSTRUCTION17c. **PRESENT_USER_3** _____18. **PERMITTED_ACREAGE** 5.5

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

19. **DEVELOPED_ACREAGE** 2.3

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

This includes the area within the site of the constructed Tok Cutoff Highway.

20. ACREAGE_COMP_METHOD FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST_QUAN_AVAIL** 60,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	Developed Area	Developable Area	
Acres	<u>2.3</u>	<u>3.2</u>	
Est. Depth (ft.)	<u>0</u>	<u>20</u>	
Factor (b.c.y. / acre-foot)	<u>1,000</u>	<u>1,000</u>	
Est. Quant. (c.y.)	<u>0</u>	<u>64,000</u>	

The remaining developable area is situated on a 25 degree slope that varies from 25 to 70 feet above the Tok Cutoff Highway grade. The quantity of material available is variable due to the unknown depth to bedrock. It is assumed that at least 20 feet of material can be obtained from the site if a 150 foot ROW is maintained from the highways centerline.

22. **ACCESS_TYPE**

NONE

NONE

EXISTING ROAD / OPEN

EXISTING ROAD / REVEG

EXISTING ROAD / CLOSED W/BERMS

EXISTING ACCESS / REMOVED

SNOW ROAD

ICE ROAD

BARGE

OTHER

No access road has been built.

Drivable. May have gate.

Can be reopened with little effort.

Can be reopened with little effort.

Can be reopened with much effort.

Can only be accessed during winter.

Requires crossing river or lake ice in the winter.

Material can only be moved by barge.

The site does not fit any of the categories above. Describe in Section 44, Notes.

23. **ACCESS_LENGTH**

80

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

24. **VEGETATION**

Vegetation above the highway cut consists of mature white spruce trees growing to 20 inches in diameter on 15 foot centers. Sparse bush growing to 6 feet in height comprises the understory.

25. **TYPE_1**

BORROW PIT

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 FT.

28. **OB_CLASS_2**

NONE

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**

NONE

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT

PEAT

SOLID WASTE

OTHER

COLLUVIUM

SPOIL

UNKNOWN

31. MAT_TYPE_1 Dominant type	FLUVIAL	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	DATA OUTDATED
--	----------------------

35. GROUNDWATER	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> The depth to groundwater underlying the pit is unknown. </div>
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36. LITHOLOGY_1**FLUVIAL****37. LITHOLOGY_2**

Dominant type

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. GP-GM

38c. _____

38e. _____

38g. _____

38b. SP-SM

38d. _____

38f. _____

38h. _____

39. COBBLES AND BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

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

40. AGG_TEST_RESULTS

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

40a. SG APP COARSE	
40b. SG APP FINE	
40c. ABSORPTION CRSE	
40d. ABSORPTION FINE	
40e. NORDIC ABRASION	
40f. L.A. ABRASION	
40g. DEGRADATION (T-13)	
40h. NASO4 LOSS COARSE	
40i. NASO4 LOSS FINE	

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.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

43. **RIPRAP**

NOT POSSIBLE

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.

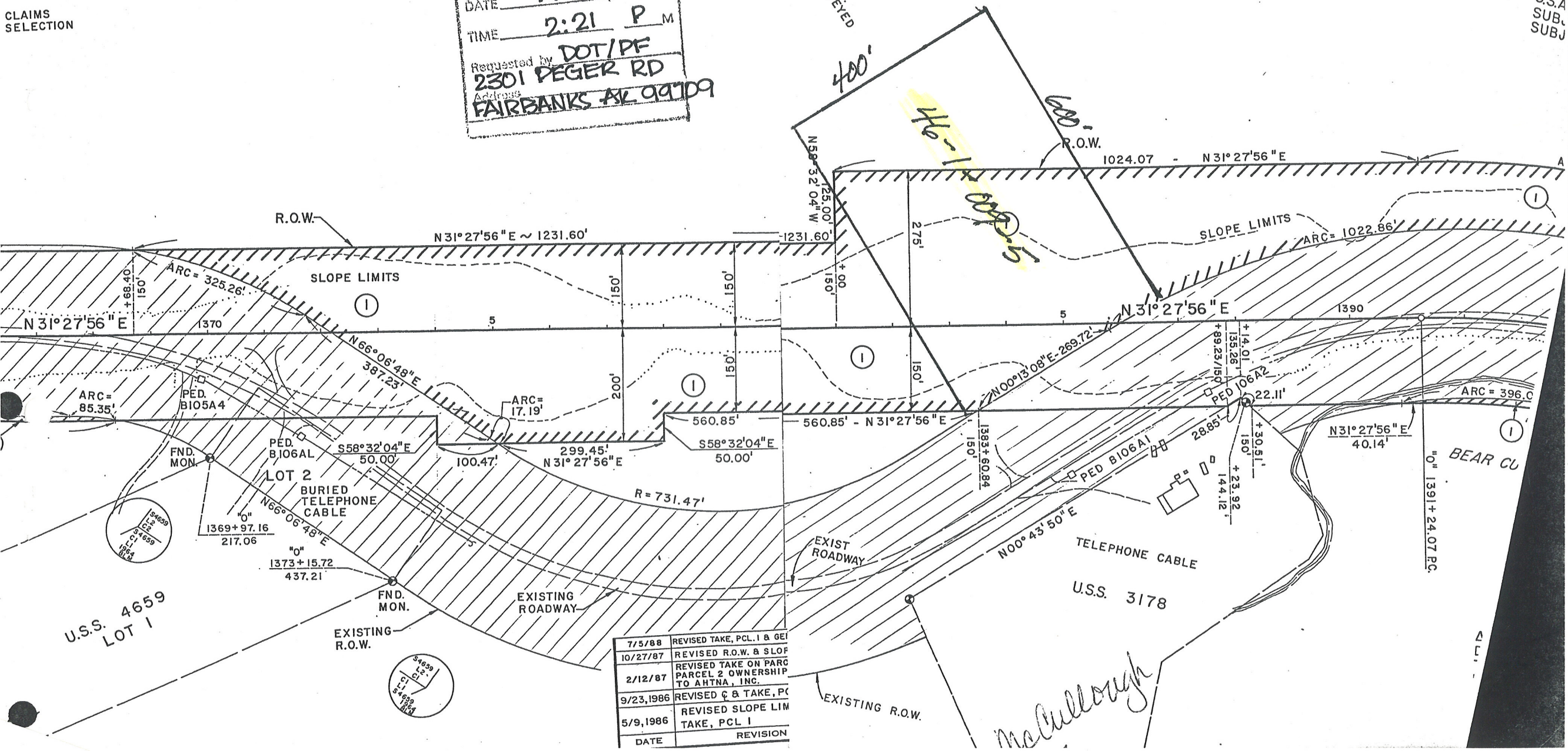
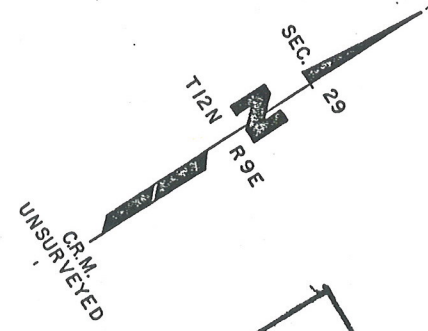
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CLAIMS
SELECTION

U.S.A.
SUBJ.
SUBJ.

92-19
NC

RECORDED - FILED
CHITINA REC. DIST.
DATE 11/16 1992
TIME 2:21 P M
Requested by DOT/PE
2301 PEGER RD
Address FAIRBANKS AK 99709



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES**QUITCLAIM DEED**

PROJECT NAME: NABESNA ROAD

STATE PROJECT #:

FEDERAL-AID PROJECT #: S-0880(1)

PARCEL #'S:

The GRANTOR, Margaret M. Scott, whose mailing address is 205 Fort Edward Road, Fort Edward, New York, 12828, for and in consideration of Mutual Benefit, conveys and quitclaims to the GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, whose mailing address is 2301 Peger Road, Fairbanks, Alaska 99709, all rights, title, and interest, if any, which it has or may hereinafter acquire in the following-described real estate, located in the State of Alaska:

A tract of land situate in Government Lots 1 and 6 and the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30, Township 11 North, Range 8 East, Copper River Meridian, Third Judicial District, Chitina Recording District, State of Alaska, and being more particularly described as follows:

(Intent: The purpose of the following description is to identify the residual land interests remaining in the ownership of Margaret M. Scott. The lands were vested in the Scotts according to the Warranty Deed between Betty Lou Freed and Henry L. and Margaret Scott recorded in Book 13, Pages 363-364 in the Chitina Recording District on January 27, 1982 hereinafter referred to as the "Scott Deed". The Scotts subsequently conveyed fee title for several parcels out of the "Scott Deed" to individual private parties. The remaining Scott lands are to be conveyed to the State of Alaska as a result of the following encumbrances or development constraints:

- State of Alaska Material Site right-of-way for MS 46-1-007-5, according to the Bureau of Land Management Right-of-Way Grant No. A067438 recorded in Book 6, Pages 312-318 in the Chitina Recording District on August 3, 1966 and hereafter referred to as "MS 46-1-007-5";
- State of Alaska highway right-of-way for the Nabesna Road, according to the Bureau of Land Management Right-of-Way Grant No. A067455 recorded in Book 6, Pages 333-350 in the Chitina Recording District on August 3, 1966 and hereafter referred to as the "Nabesna Road right-of-way";
- A triangular remnant parcel within the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30 lying between the westerly boundary of MS 46-1-007-5 and the northerly Nabesna Road right-of-way.

The bearings, distances and areas for this description are based on composite data and were developed from the unrecorded subdivision prepared for the Scotts on July 29, 1989 that was used as the basis for the conveyances to Rickman and Garber as noted in the following description; the right-of-way plans for Project S-0880(1), Mile 0 – Mile 2, Nabesna Road; the BLM right-of-way grant for MS 46-1-007-5; and the BLM Township plat for T.11N., R.8E., C.R.M approved June 21, 1974.)

Commencing at Corner 1, U.S. Survey No. 4842;

Thence, West a distance of 254.13 feet more or less to the Nabesna Road right-of-way centerline;

Thence N 50°58'00" W along said centerline a distance of 686.30 feet to the southwest corner of the parcel conveyed from Henry and Margaret Scott to H.T. Rickman and Ruth A. Hanson-Rickman by Warranty Deed recorded in Book 40, Page 341 on February 25, 1994 in the Chitina Recording District and the TRUE POINT OF BEGINNING;

Thence North along the westerly line of the Rickman parcel a distance of 258.63 feet to the southeast corner of State of Alaska Material Site MS 46-1-007-5;

Thence N 21°28'19" E along the common boundary between the Rickman parcel and MS 46-1-007-5 a distance of 95.50 feet to the northerly corner of the Rickman parcel;

Thence continuing N 21°28'19" E along the easterly boundary of MS 46-1-007-5 a distance of 272.15 feet to the southwesterly corner of the parcel conveyed from Henry and Margaret Scott to Arthur W. Garber or Michael W. Garber by Warranty Deed recorded in Book 48, Page 876 on August 5, 1997 in the Chitina Recording District;

Thence North along the westerly boundary of the Garber parcel a distance of 314.00 feet to the northerly boundary of Government Lot 1 and the northwest corner of the Garber parcel;

Thence West along the northerly boundary of Government Lot 1 a distance of 450.86 feet to the northwest corner of Government Lot 1 and the northeast corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30;

Thence continuing West along northerly boundary of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30 a distance of 660.00 feet to the northwest corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30;

Thence South along the westerly boundary of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30 a distance of 330.00 feet to the southwest corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30;

Thence East along the southerly boundary of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of surveyed Section 30 a distance of 660.00 feet to the westerly boundary of Government Lot 1;



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of April, 2014.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: _____

For the Commissioner

Filed for Record at the Request of and Return to:
State of Alaska
DOT&PF – Right of Way Dept.
2301 Peger Road, MS 2553
Fairbanks, AK 99709-5399
State Business-No Charge



GLENN

AA44181
20'

50-76-0088
R/W

AA81365
WD to US
NPS

A067438

12.28.81 Freed to Scott: All colored areas
Subject to MS 46-01-007-5: Green
Subject to Nabesna Road ROW: Orange
Subdivided and conveyed by Scott: Yellow
Subdivided and conveyed by Scott & within
Nabesna Road ROW: Red
Remnant area: Blue

77

5-31.40

QCD to State of Alaska
73-Stat 14116/30/1959

USS 2059
191.41

50-68-0119
R/W
6-15.30

4-6.07 3.

USS 2973
4.95

USS 4842
5.00

1134177

1134242

CHITINA

Serial No.

106-313

BOOK

PAGE 312

Chena Recording District

IN REPLY REFER TO:



ADLO 2234-1
Dec. '64

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT
Anchorage District & Land Office
555 Cordova Street
Anchorage, Alaska 99501

Date: JUL 26 1966

DECISION

RIGHT - OF - WAY GRANTED

Details of Grant

Serial number of grant

Anchorage 067438

Name of Grantee

State of Alaska
Department of Highways

Map showing the location and
dimensions of grant:

Valdez District
Project S-0880 (1)

Map designations

Parcel No. M.S. 461-007-3

Date Filed

March 4, 1966

Permitted use by Grantee

Material Source

Authority for grant

Act of August 27, 1958
(72 Stat. 885)

Regulations applicable to grant:

43 CFR 2234.1 - 2234.2-4

Code reference

(23 U.S.C. 317)

Date of grant

JUL 26 1966

Expiration date of grant :

N/A

Rental:

Amount

N/A

When payable by grantee

CHITINA

Serial No.

66-313

BOOK Deed PAGE 313
Chitina Recording District

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (64 F.R. 7492), as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in 43 CFR 2234 as more specifically set forth in the attached terms and conditions.
3. Filing of proof of construction within 7 years from date of the grant.
4. Others: **Subject to attached stipulations which are made a part hereof by reference.**


Chief Lands Adjudicator
~~Chief Lands Adjudicator~~

Enclosures:

Map

Terms & Conditions

cc:

Department of Highways, Right-of-Way Section, Juneau
Bureau of Public Lands, Anchorage

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

CHITINA

Serial No.

66313

#16
BOOK *Dead* PAGE 314
Chitina Recording District

ADLO: 2234-1
April '66

BUREAU OF LAND MANAGEMENT

TERMS & CONDITIONS FOR RIGHTS-OF-WAY & MATERIAL SITES

1. The grantee or permittee shall comply with State and Federal laws applicable to the project for which the right-of-way or material site is approved, and to the lands which are included in the right-of-way or material site and lawful existing regulations thereunder.
2. The grantee or permittee shall protect all public land survey monuments, witness corners, reference monuments and bearing trees against destruction, obliteration, or damage during his operations. If any monuments or corners are destroyed, obliterated, or damaged by his operations, he shall, at his expense, hire a registered surveyor pursuant to applicable State law and Bureau of Land Management procedures to re-establish the monuments and corners. Instructions and guidance on such procedures may be obtained from the Chief of the Cadastral Engineering Office, 555 Cordova Street, Anchorage, Alaska. A penalty is provided for the unauthorized alteration or removal of any government survey monument or marked trees by Section 57 of the Criminal Code of 1909 (35 Stat. 1088, 1099; 18 U.S.C. Sec. 111).
3. The grantee or permittee shall not deface, injure, cut or remove trees from lands outside the right-of-way or material site unless so authorized by the Bureau of Land Management.
4. The grantee or permittee shall be liable for damages caused by equipment or operations to any trees or landscape feature on the public land outside the right-of-way or material site area. Restoration or other corrective measures will be required by the Bureau.
5. When necessary to cut and remove trees from a right-of-way or material site, they shall be cut no higher than 12 inches above the ground and the limbs and branches removed.
 - (a) All logs or combustible material not utilized by the permittee will be disposed of in a manner approved, in advance and in writing, by the authorized officer.
 - (b) Burning of combustible material is authorized and may be done at the discretion of the permittee. However, full responsibility for preventing the escape of fires rests with the permittee. Any fire trespass action which might arise from the escape of permittee's fires will be in accordance to chapter 138, State of Alaska Fire Control Act.
 - (c) Combustible material may be buried in lieu of burning. Burial and method of burial must have the advance approval of the authorized officer.
 - (d) The Anchorage Fire Control Dispatcher will be contacted prior to commencing of burning activities. He may be reached by phone at 277-0587.

ADLO 2234-1

6. All operations will be conducted in such a manner as to prevent the erosion of the land, pollution of the water resources and damage to the watershed and all things done necessary to prevent or reduce to the fullest extent the scarring of the lands.
7. The right-of-way will be so developed and used that natural scenic values are preserved. This includes, but is not limited to revegetation of cuts and fills with grass, trees or other appropriate cover, and/or utilization of other accepted screening to maintain and enhance the esthetic value in scenic areas. Where material sites are located adjacent to a road right-of-way, an area of 150 feet shall be left reasonably undisturbed, or shall be satisfactorily restored, to serve as a scenic zone to screen the pit area.
8. No commercial billboards or signs will be erected within the right-of-way, except with written approval of the Bureau of Land Management.
9. The character of streams, lakes, ponds and water holes shall not be modified except by advance approval in writing from the authorized officer.
10. The banks of all gravel pits shall be sloped to a grade of at least 3 to 1, pit installations shall be removed and the area restored to a condition satisfactory to the authorized officer.
11. Berm piles within the right-of-way or material site area, or area adjacent thereto, are not permitted. Where bulldozing is necessary for construction or maintenance, the area shall be leveled before completion.
12. Any roads, trails, fences or other improvements damaged shall be repaired or replaced in a manner satisfactory to the authorized officer.
13. For any breach of these stipulations the grantee or permittee will be fully liable and accountable to the Bureau of Land Management.
14. 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.

ADLO: 2234-1

15. 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 14 hereof.

16. 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 non-discrimination provisions contained in paragraph 14 hereof during the term of this right-of-way.

17. 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.

18. The grantee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph 14, the United States may seek judicial enforcement of such requirements.

19. The assurances and covenants required by paragraphs 14 through 18 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1965 edition).

20. 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.

ACKNOWLEDGEMENT

STATE OF ALASKA

GREATER ANCHORAGE AREA BOROUGH

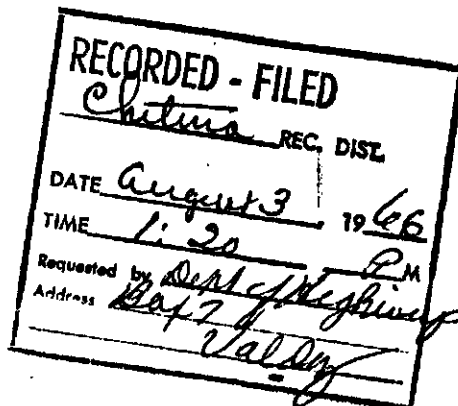
I, Jack C. Means, a Notary Public in and for the said Greater Anchorage Area Borough and State, do hereby certify that on this the 26th day of July, 1966, before me personally appeared Pearl C. Peters, being to me personally well known and known by me to be the Chief, Adjudication Section, Lands Branch, Bureau of Land Management, and acknowledged that the foregoing instrument bearing date of July 26th, 1966, was executed by her in her capacity and by authority in her vested by law, for the purpose and intents in said instrument described and set forth, and acknowledged the same to be her free act and deed as Chief, Adjudication Section, Lands Branch, Bureau of Land Management.

Witness my hand and seal this 26th day of July 1966.

Jack C. Means
(Notary Public)

(SEAL)

My Commission expires May 22, 1967.



PROJECT S-08 80(I) VALDEZ DISTRICT
M.S. 461-007-5 DATE 12-1-65



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office
Cordova Building
6th and Cordova
Anchorage, Alaska

Serial number below

NO: 13

CHIT

Serial No. 125
DECISION

Date: FEB 25 1963

RIGHT-OF-WAY GRANTED

BOOK Deed PAGE 5
 12-1-1904 Recording District

Details of Grant

Serial number of grant

Anchorage 057443

V-79

Name of grantee

State of Alaska
Department of Highways

Map showing the location
and dimensions of grant:

Map designations

Project No. WAP 46
Parcel No. A-325
Date of Map: June 8, 1962
June 22, 1962

Date filed

Permitted use by grantee

Material Site

Authority for grant

Act of August 27, 1958
(72 Stat. 885; 23 U.S.C. 317)

Regulations applicable to grant:

Code reference

43 CFR 244, Subparts A and C

Circular numbers

1915, 2004, 2012, 2069, 2084

Date of grant

FEB 25 1963

Expiration date of grant

None

Rental:

Amount

Notes

When payable by grantee

W/A

461-009-5

1

To be my

Attachment N

[illegible]

CHITINA

63-124

~~Terms and Conditions of Grant~~

BOOK *Deed #2* PAGE *76*
Chitina Recording

Pursuant to the authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961 (26 F.R. 8216) as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified herein.
3. Filing of proof of construction within five years from date of the grant.
4. Other:
 - (a) Special conditions of the Bureau of Land Management attached hereto.
 - (b) Item No. 3 above not applicable to this grant.

Alfred P. Steger

Alfred P. Steger
Chief, Lands Section

Attachment: Map
BLM Special Conditions

cc: Director
State of Alaska - Department of Highways - Anchorage

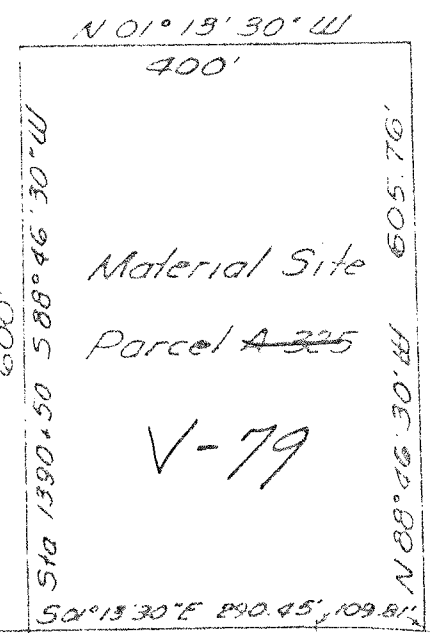
1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

Special Conditions - Material Sites

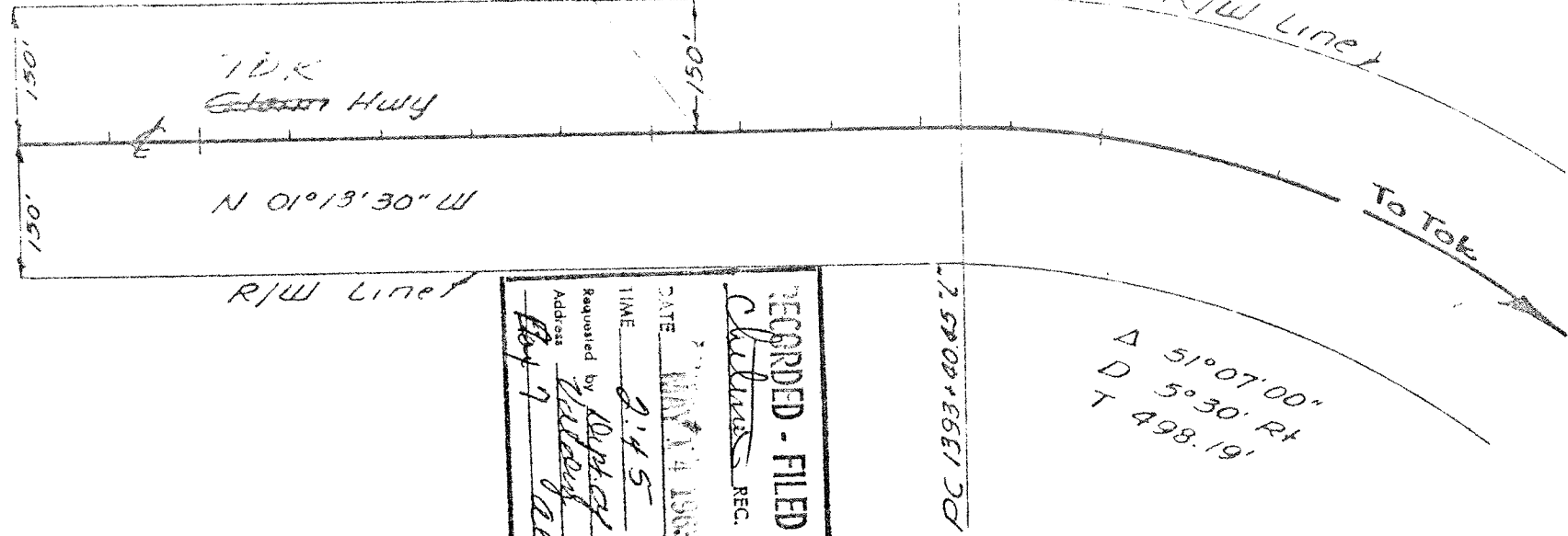
1. The grantee or permittee shall not deface, injure, cut or remove trees from lands outside the material site area unless so authorized by the Bureau of Land Management.
2. Applicant shall be liable for damages caused by equipment or operations to any trees or landscape feature on the public land outside the material site area. Restoration or other corrective measures will be required by the Bureau.
3. On any materials site, intended for use over an extended period of time, all timber removed in the process of clearing will be piled and burned. On sites intended for less than five years of use the timber and surface materials removed in the process of clearing may be retained for use in back-filling and refacing the site upon closure.
 - (a) Burning of combustible material is authorized when weather and ground conditions permit. Full responsibility for preventing escape of fires rests with the right-of-way grantee or permittee. (See Chapter 136 State Statutes Alaska Fire Control Act.)
 - (b) The Anchorage Fire Control Dispatcher will be contacted prior to commencing any burning activities. He may be reached by phone at BR 6-7841.
4. Public land survey monuments must not be destroyed or disturbed. If necessary to reference or replace any monument or marker, the work should be done by a registered surveyor in accordance with accepted procedures of the Bureau of Land Management. Instructions and guidance on such procedures may be obtained from the Chief of the Cadastral Engineering Office, 6th and Cordova, Anchorage, Alaska. A penalty is provided for the unauthorized alteration or removal of any Government survey monument or marked trees by Section 57 of the Criminal Code of 1909 (35 Stat. 1088, 1099; 18 U.S.C. Sec. 111).
5. For any breach of these stipulations the grantee or permittee will be fully liable and accountable to the Bureau of Land Management.

CRIMA
 Serial No. 63-124
 # 8 Redpage
 Clifton Recording District

461-009-5



Anc 057443



AREA 50 FT — ACRES 5.51

STATE OF ALASKA
DEPARTMENT OF HIGHWAYS

SHOWING MATERIAL SITE REQUIRED
 FOR
 PROJECT FAP 42 Anchorage DISTRICT
 PARCEL NO. A-325 DATE 6-8-62

RECORDED - FILED
 Cultural REC. DIST.
 DATE MAY 14 1963
 TIME 2:45 PM
 Requested by Dept of Highways
 Address Barrow Alaska

SCALE 1" = 200' DRAWN BY AS

#2 *Ind* PAGE 15
BOOK Ind Chitina Recording District

CHITINA
Serial No. 65-134

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 684 of the Director, Bureau of Land Management, dated August 28, 1961 (26 F.R. 8216), as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified herein.
3. ~~Filing of proof of construction within xxxxxx years from date of the grant.~~
4. Other:

Bureau of Land Management Stipulations

Alfred P. Steger
Alfred P. Steger
Chief, Lands Section

Attachment: Map

cc: Director BLM Stipulations

State of Alaska - Department of Highways - Juneau

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

CHITINA

63-134

~~Bureau of Land Management~~

BOOK

#2 Deed

PAGE

16

Chitina Recording District

Special Conditions - Material Sites

1. The grantee or permittee shall not deface, injure, cut or remove trees from lands outside the material site area unless so authorized by the Bureau of Land Management.
2. Applicant shall be liable for damages caused by equipment or operations to any trees or landscape feature on the public land outside the material site area. Restoration or other corrective measures will be required by the Bureau.
3. On any materials site, intended for use over an extended period of time, all timber removed in the process of clearing will be piled and burned. On sites intended for less than five years of use the timber and surface materials removed in the process of clearing may be retained for use in backfilling and refacing the site upon closure.
 - (a) Burning of combustible material is authorized when weather and ground conditions permit. Full responsibility for preventing escape of fires rests with the right-of-way grantee or permittee. (See Chapter 138 State Statutes Alaska Fire Control Act.)
 - (b) The Anchorage Fire Control Dispatcher will be contacted prior to commencing any burning activities. He may be reached by phone at BR 6-7841.
4. Public land survey monuments must not be destroyed or disturbed. If necessary to reference or replace any monument or marker, the work should be done by a registered surveyor in accordance with accepted procedures of the Bureau of Land Management. Instructions and guidance on such procedures may be obtained from the Chief of Cadastral Engineering Office, 6th and Cordova, Anchorage, Alaska. A penalty is provided for the unauthorized alteration or removal of any Government survey monument or marked trees by Section 57 of the Criminal Code of 1909 (35 Stat. 1088, 1099; 18 U.S.C. Sec. 111).
5. For any breach of these stipulations the grantee or permittee will be fully liable and accountable to the Bureau of Land Management.



ALO-244-31
March 62

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office
Cordova Building
6th and Cordova
Anchorage, Alaska

IN REPLY REFER TO:
Serial number below

ALO:L5

#2
BOOK Deed PAGE 14
Chitina Recording District

CHITINA

Serial No.

103-134

Date: MAY 2 1963

DECISION

RIGHT-OF-WAY GRANTED

T9N-R4E-02M

Details of Grant

Serial number of grant

Anchorage 058338

Name of grantee

State of Alaska
Department of Highways

Map showing the location
and dimensions of grant:

Map designations

Project No. F-046-1(5)
Parcel No. B.P. 52-031-62

Date filed

February 11, 1963

Permitted use by grantee

Material Site

Authority for grant

Act of August 27, 1958
(72 Stat. 885; 23 U.S.C. 317)

Regulations applicable to grant:

Code reference

43 CFR 244, Subparts A & G

Circular numbers

1915, 2004, 2012, 2069, 2084

Date of grant

MAY 2 1963

Expiration date of grant

None

Rental:

None

Amount

N/A

When payable by grantee

N/A

1
461-002-5

✓ 72

058838

MAR 20 1963 9-31 AM

ANCHORAGE LAND OFFICE

ENGINEER'S STATEMENT

BRUCE CAMPBELL STATES THAT HE IS BY OCCUPATION A CIVIL ENGINEER EMPLOYED BY ALASKA DEPT. OF HIGHWAYS TO SUPERVISE THE SURVEY OF HIGHWAY PROJECT NO. F-046-1(5) AS SHOWN ON THIS MAP; THAT THE SURVEY OF SAID PROJECT WAS MADE UNDER HIS SUPERVISION AND UNDER AUTHORITY; THAT THIS PARCEL WAS SURVEYED DURING THE SURVEY OF THIS HIGHWAY PROJECT, WHICH WAS CONDUCTED IN 1961; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS PLAT.

Bruce A. Campbell, ENGINEER
PE 5985

APPLICANT'S CERTIFICATE

THIS IS TO CERTIFY THAT BRUCE CAMPBELL WHO SUBSCRIBED THE STATEMENT HEREON IS THE PERSON EMPLOYED BY THE UNDERSIGNED APPLICANT TO SUPERVISE THE PREPARATION OF THIS MAP, WHICH HAS BEEN ADOPTED BY THE APPLICANT AS THE APPROXIMATE FINAL LOCATION OF THE PROJECT THEREBY SHOWN; AND THAT THIS MAP IS FILED AS A PART OF THE COMPLETE APPLICATION, AND IN ORDER THAT THE APPLICANT MAY OBTAIN THE BENEFITS OF THE ACT OF AUGUST 27, 1958 (72 STAT. 885, 23 U.S.C. 317); AND I FURTHER CERTIFY THAT THE RIGHT-OF-WAY HEREIN DESCRIBED IS DESIRED FOR ALASKA HIGHWAY PROJECT NO. F-046-1(5)

Dan K.
COMMISSIONER, ALASKA DEPT. OF HIGHWAYS

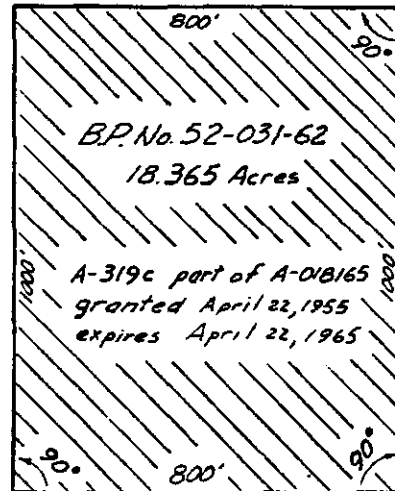
Attest:

STATE OF ALASKA
DEPARTMENT OF HIGHWAYS

MAP

SHOWING SOURCE OF MATERIALS REQUIRED
FOR

PROJECT F-046-1(5) Valdez DISTRICT
PARCEL NO. B.P. 52-031-62 DATE 2-11-63



Approx. Lat. $62^{\circ}34'00''$ N.
Approx. Long. $144^{\circ}40'00''$ W.

Approx. Lat. $62^{\circ}33'41''$ N.
Approx. Long. $144^{\circ}41'00''$ W.

M 34

S.W. corner of
Chistochina Road House

RECORDED - FILED

Chitina REC. DIST.

DATE MAY 24 1963

TIME 11:08 A.M.

Requested by Dept. of Highways

Address Valdez, Alaska

By [Signature]

SCALE 1" = 400'

DRAWN BY J.E.

CHITINA 63-134
Serial No.

1000' Deed PAGE 17
Chitina Recording District

Attachment O

Scanned from Gulkana C-2

May Dec 30 1/2



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID (FHWA) CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012
Supplement , Cargo Preference Act – Effective February 15, 2016

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27)

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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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](#). The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 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 under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) 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 (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction 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 its bid or proposal that the participant 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SUPPLEMENT to Form FHWA -1273
CARGO PREFERENCE ACT REQUIREMENTS

This provision requires compliance with the Cargo Preference Act (CPA) and its implementing regulations in 46 CFR 381 for all Federal Aid Projects awarded after February 15, 2016.

In accordance with 46 CFR 381.7, the following language must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of 46 CFR 381.7 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."