

# INVITATION TO BID (ITB) NUMBER

2520N019

**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: February 5, 2020**

**ITB TITLE:** Crushed Aggregate, D-1, Dalton Highway, 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 FEBRUARY 26<sup>TH</sup>, 2020, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**SERVICE AREA LOCATION:** MP 125 Dalton Highway

**DELIVERY DATE:** August 15<sup>th</sup>, 2020

**F.O.B. POINT:** **FINAL DESTINATION**

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

### **BIDDER'S NOTICE:**

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

### **Sec. 36.30.890. Federal Assistance**

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

### **2 AAC 12.730. Federal Assistance**

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

Authority: AS 36.30.040; AS 36.30.890

 Eric Johnson PROCUREMENT OFFICER  TELEPHONE NUMBER (907) 451-5102  FAX NUMBER (907) 451-2313  EMAIL: <a href="mailto:eric.johnson@alaska.gov">eric.johnson@alaska.gov</a>	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	_____ DATE	_____ E-MAIL ADDRESS
	_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER

**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 and No.: Crushed Aggregate, D-1, Dalton Highway, Federally Funded; 2520N019

Opening Date: February 26<sup>th</sup>, 2020 at 10:00 AM

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

**FAX BID SUBMISSION:** Bids may be faxed to (907) 451-2313, 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 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; 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.CONOLIDATION 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 procurement officer of the contracting agency. 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 parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, 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

**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:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**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.

**20. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**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 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](mailto:license@alaska.gov)

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

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

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

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

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

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

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

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

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

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

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

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

Telephone: 451-5102  
Fax: 451-2313  
TDD: 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 (D-1), stockpiled at MP 125 of the Dalton Highway, 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.

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

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

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

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

**FEDERALLY IMPOSED TARIFFS:** Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

**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).

N/A

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

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 15<sup>th</sup>, 2020.

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

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

**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 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 MP 125 of the Dalton Highway.

**SITE INSPECTION:** Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; **Henry Cole**, at telephone number 907-451-2223. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person can not and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

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

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

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

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

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

**METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder.

## SPECIFICATIONS

### SECTION 101 DEFINITIONS AND TERMS

#### 101-1.03 DEFINITIONS.

**ENGINEER.** The authorized representative of the Contracting Officer who is responsible for administering the Contract shall be Henry Cole; phone 907-451-2223 or email Henry.Cole@Alaska.gov. This project takes place in the Dalton Maintenance and Operations District; the Superintendent of which is Jeff Russell; phone 907-451-2207, or email Jeff.Russell@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.

The location and quantity required are as follows:

**TABLE 104-1**

Material Site No.	Location	Quantity (CY)	Royalty	Completion Date
65-9-037-2	Dalton Highway mile 125, Bonanza Creek*	40,000	\$0	8/15/2020

\* Note that this site requires a Mining and Reclamation Plan (MRP) in accordance with Section 106-1.02-5, to be submitted at least 90 days in advance of mobilization. Work in this site will also require a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Section 641.

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. BLM FUP-Dalton Hwy sites: Submit for the Engineer's comment and approval, no fewer than 90 days prior to mobilization, a draft mining and reclamation plan (MRP). A revised MRP must be submitted within 10 working days of any comments received. 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;
  - (9) A site-specific Spill Prevention Control and Countermeasures Plan (SPCCP) if required by 40 CFR 112; and
  - (10) 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).
- a. 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.

Payment will be made under:

Pay Item	Location	Item Description	Quantity (CY)
1	Dalton Highway mile 125	Crushed Aggregate D-1, modified	40,000

## SECTION 641

### EROSION, SEDIMENT, AND POLLUTION CONTROL

*SWPPP required*

**641-1.01 DESCRIPTION.** This Project requires a Storm Water Pollution Prevention Plan (SWPPP) and associated tasks, including development, design, administration and implementation. Provide project administration and Work relating to control of erosion, sedimentation, and discharge of pollutants, according to Section 641 in the 2017 Standard Specifications for Highway Construction, available here: <http://dot.alaska.gov/stwddes/dcspcs/assets/pdf/hwyspecs/sshc2017.pdf>; and any and all other applicable local, state, and federal requirements, including the requirements of the Construction General Permit. All work necessary in this section is subsidiary to the production of aggregate.

**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**

<b>PROPERTY</b>	<b>THRESHOLD</b>	<b>TEST METHOD</b>
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**

<b>Pay Item No.</b>	<b>1</b>
	<b>Percent Passing by Weight</b>
<b>Sieve</b>	<b>CA D-1 Modified</b>
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 # 2520N019  
Crushed Aggregate, D-1, Dalton Highway, Federally Funded

**BID SCHEDULE**

<u>Item Number</u>	<u>Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Crushed Aggregate, D-1 Modified, MP 125 Dalton Highway	40,000	CUYD	\$ _____	\$ _____
		Total Basic Bid		\$ _____	

**ATTACHMENTS**

Attachment A: Material Site Inspection Report MS 65-9-037-2 – 27 Pages  
Attachment B: Mineral Material Free Use Permit – 16 Pages  
Attachment C: Federal Aid Provisions – 13 Pages

**CONTRACTOR INFORMATION**

GUARANTEED DELIVERY: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **STATEWIDE MATERIAL SITE INVENTORY**

### **MATERIAL SITE** **INSPECTION REPORT**

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

**DALTON HIGHWAY**

### **MS 65-9-037-2** **Bonanza Creek Site**

November 20, 2009

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INSPECTION FORM AREA “B”.....	11 thru 17
INSPECTION FORM EXPANSION AREA .....	18 thru 24

### **CATEGORY:**

#### **ACTIVE – OPEN**

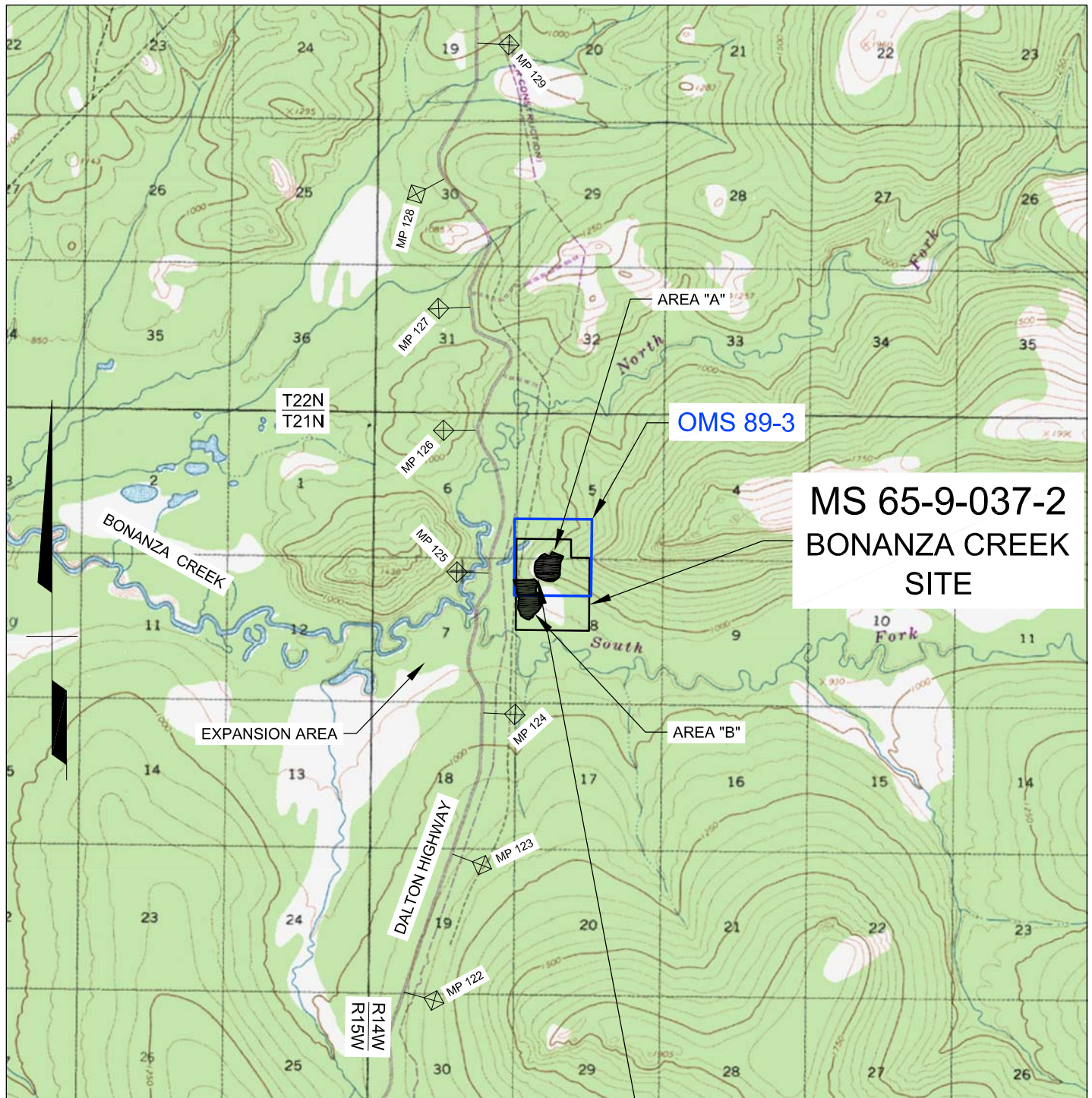
According to information found in the DOT&PF EDMS system in January 2009 and data in the BLM case file abstracts, this site lies on Federal lands managed by BLM. The site has been divided into three parts; a bedrock quarry labeled Area “A”; an existing pit in the floodplain labeled Area “B”; and a proposed expansion west of the highway. Area “A” (MS 89-3) was originally developed for construction of the Dalton Highway and Alyeska Pipeline in the 1970’s. It is presently a joint-use site, used for Alyeska operations and maintenance (OMS 89-3) and for DOT&PF Dalton Highway maintenance and reconstruction (MS 65-9-037-2). Generally, Area “A” is operated under a mining plan prepared by Alyeska dated 2002 that shows separate working areas for both Alyeska and DOT&PF. The Alyeska permit (F-094458) presently expires on August 09, 2010.

## MS 65-9-037-2

DOT&PF is operating under a FUP (F-093001) which currently expires December 31, 2010.

DOT&PF has developed Area "B" in the floodplain of Bonanza Creek which is covered under the same DOT&PF permit. Golder drilled a proposed expansion to Area "B" on the east side of the highway in 2003. A large expansion area downstream to the west was drilled at the same time. Additional areas for expansion are available on the west side of the highway. Alyeska Access Road 89-APL/AMS-4 connects Area "A" to the Dalton Highway. DOT&PF access right-of-way is included in the permit. The site appeared to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use. It is also a potentially significant source of aggregates in an area with limited material suitable for producing aggregates.

## LOCATION MAP



U.S.G.S. QUADRANGLE: BETTLES (C-2)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)

ZONE 5: N7,396,048 E603,751

AK STATE PLANE (NAD83-US SURVEY FT)

ZONE 4: N4,629,744 E1,545,800

**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 65-9-037-2			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN A.T.B. DATE MAY 2009	PAGE 2

# SITE MAP



BASE MAP IS 2008 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



BASE MAP FROM AERIAL PHOTOS DATED 9/16/08

Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 65-9-037-2			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE JUNE 2009	PAGE 3A

# SITE MAP EAST BONANZA CREEK



BASE MAP IS 2008 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



BASE MAP FROM AERIAL PHOTOS DATED 9/16/08

Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 65-9-037-2			
SCALE AS SHOWN	DESIGNED P.K.H.	DRAWN P.K.H.	PAGE 3B
	CHECKED C.H.R.	DATE JUNE 2009	

# SITE MAP WEST BONANZA CREEK



BASE MAP IS 2008 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



BASE MAP FROM AERIAL PHOTOS DATED 9/16/08

Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 65-9-037-2			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE JUNE 2009	PAGE 3C

# STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

**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** 65-9-037-2 AREA "A"  
Enter the full material site number e.g.. 65-9-045-2
2. **DATE\_INSPECT** 8/6/2009  
Date of field inspection
3. **FLD\_INSPEC\_ORG** AARON BANKS / R&M CONSULTANTS  
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** DALTON HIGHWAY  
Name of Highway Enter Name of Facility or Secondary Route Name  
(i.e.Kotzebue Airport, Nash Road, etc.)

6. **MILEPOST** 125  
List the closest main highway milepost

7. **NAME** BONANZA CREEK SITE, MS 89-3, OMS 89-3  
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.

8. **MAINT\_DIST/STAT** District INTERIOR/DALTON Station JIM RIVER  
Highway Maintenance District and Station, for locations not on highways select other.

9. **QUAD** BETTLES C-2  
U.S.G.S. Quad. Map

10. **TOWNSHIP** T#S R#E T21N R14W Meridian FM  
**/RANGE** Section 5 & 8

- |  |  |
|--|--|
| <p>11. <b>COOR_UTM</b></p> <p style="text-align: center;">ZONE <u>5</u></p> <p>NORTHING <u>7,396,048</u></p> <p>EASTING <u>603,751</u></p> <p style="text-align: center;">UTM WGS84 - Meters</p> | <p>12. <b>COOR_STATE_PLANE</b></p> <p style="text-align: center;">ZONE <u>4</u></p> <p>NORTHING <u>4,629,744</u></p> <p>EASTING <u>1,545,800</u></p> <p style="text-align: center;">Alaska State Plane NAD83 - Survey Feet</p> |
|--|--|

13. **BOROUGH** UNORGANIZED **TAX ID NO.** \_\_\_\_\_

14. **DNR\_LAND\_USE\_PLAN** DALTON HIGHWAY MASTER PLAN

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

- 15a. **CLASSIFICATION** ACTIVE

- 15b. **STATUS** OPEN

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

### 16. **POTENTIAL\_STATUS** SIGNIFICANT

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

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

### 17. **PRESENT\_USERS**

17a. **PRESENT\_USER\_1** DOT&PF MAINTENANCE

17b. **PRESENT\_USER\_2** ALYESKA

17c. **PRESENT\_USER\_3** \_\_\_\_\_

18. **PERMITTED\_ACREAGE** 190

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

19. **DEVELOPED\_ACREAGE** 18

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

Includes both DOT&PF and Alyeska areas of existing pit.

20. **ACREAGE\_COMP\_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST\_QUAN\_AVAIL** 600,000 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 that the existing pit can be deepened an average of 20 feet there was approx. 214,000 c.y. (10.7 acres x 20 feet x 1,000 c.y. per acre-foot) of material available. Assuming an average 4 feet of overburden and a 40 foot mining depth there was approx. 371,000 c.y. (10.3 acres x 36 feet x 1,000 c.y. per acre-foot) of material available. The reclaimed area reportedly contained a construction waste site and was excluded from the available area.

# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

22. **ACCESS\_TYPE**

EXISTING ROAD / OPEN

NONE

No access road has been built.

EXISTING ROAD / OPEN

Drivable. May have gate.

EXISTING ROAD / REVEG

Can be reopened with little effort.

EXISTING ROAD / CLOSED W/BERMS

Can be reopened with little effort.

EXISTING ACCESS / REMOVED

Can be reopened with much effort.

SNOW ROAD

Can only be accessed during winter.

ICE ROAD

Requires crossing river or lake ice in the winter.

BARGE

Material can only be moved by barge.

OTHER

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

23. **ACCESS\_LENGTH**

1,500

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

24. **VEGETATION**

Vegetation within undisturbed portions of Area "A" consisted of birch and spruce trees to 25 ft. high by 8 in. in diameter.  
Vegetation within the reclaimed portion of the existing pit consisted of birch, spruce, and willow brush to 20 ft. high.

25. **TYPE\_1**

QUARRY

26. **TYPE\_2**

BORROW PIT

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**

&lt;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

&lt;3 FT.

&gt;6 FT.

OTHER

29. **OB\_TYPE\_1**

SILT

30. **OB\_TYPE\_2**

SPOIL

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT

PEAT

SOLID WASTE

OTHER

COLLUVIUM

SPOIL

UNKNOWN

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

<b>31. MAT_TYPE_1</b> Dominant type	<b>BEDROCK</b>	<b>32. MAT_TYPE_2</b> Subordinate type	<b>WEATHER. BEDROCK</b>
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.		

<b>33. PERMAFROST_1</b> New Site or Expansion Area	<b>DETECTED IN SOME TEST HOLES OR PITS</b>
<b>34. PERMAFROST_2</b> 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	<b>DATA OUTDATED</b>

<b>35. GROUNDWATER</b>	Depth to groundwater in Area "A" is unknown.
------------------------	--

# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

**36. LITHOLOGY\_1****GRANITIC**

Dominant type

**37. LITHOLOGY\_2****SCHIST/PHYLLITE**

Subordinate type

IGNEOUS ROCK

Undifferentiated Igneous Rocks

GRANITIC

Granite/Monzonite/Granodiorite

DIORITE/GABBRO

Diorite/Gabbro

BASALT

Dark colored fine-grained Igneous Rocks

GREENSTONE

Altered Volcanic Rocks w/green tint

METAMORPHIC ROCK

Undifferentiated Metamorphic Rocks

SCHIST/PHYLLITE

Includes rocks ranging from slate to schist

GNEISS

Includes hard schistose rocks

MARBLE

CATACLASTIC

Incl. Valdez Formation Rocks, Kenai Penn.

MÉLANGE

Incl. McHugh Formation Rocks, Kenai Penn.

SEDIMENTARY ROCK

Undifferentiated Sedimentary Rocks

CONGLOMERATE

SANDSTONE

Includes greywacke, etc.

SHALE/MUDSTONE

LIMESTONE

FLUVIAL

River and stream deposits (floodplain), includes outwash.

ALLUVIAL

Alluvial / Debris Fan deposits

GLACIOFLUVIAL

Eskers, kames, etc.

GLACIAL

Till

COLLUVIAL

Talus, etc.

EOLIAN

Sand Dunes, etc.

SILT

Loess, fluvial silts, etc.

OTHER

Explain in Section 44.

**38. MATERIAL\_CLASSIFICATION**

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

38a.

38c.

38e.

38g.

38b.

38d.

38f.

38h.

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

**39. COBBLES\_AND\_BOULDERS**

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

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

**40. AGG\_TEST\_RESULTS**

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

40a. SG APP COARSE	<hr/> 1999- 2.82
40b. SG APP FINE	<hr/> 1999- 2.70, 2.73, 2.77
40c. ABSORPTION CRSE	<hr/>
40d. ABSORPTION FINE	<hr/>
40e. NORDIC ABRASION	<hr/>
40f. L.A. ABRASION	<hr/> 1981- 49 / 1999- 54, 17, 27, 49, 30
40g. DEGRADATION (T-13)	<hr/> 1981- 41 / 1999- 37, 35, 36, 41, 42
40h. NASO4 LOSS COARSE	<hr/> 1999- 2.3, 9.9, 1.4, 0.7, 3.1
40i. NASO4 LOSS FINE	<hr/>

**41. POTENTIAL\_USABILITY****TYPES A AND B MATERIAL AVAILABLE**

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

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

**42. SPECIAL\_PROBLEMS**

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

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

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

**43. RIPRAP**

**POSSIBLE-FURTHER INVESTIGATION NEEDED**

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. Limited spoil/overburden berms were observed during the 2009 site inspection along the western perimeter of the existing pit.

43. A small amount of oversize reject (>3 feet dia.) material was piled along the access road.

# STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

**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** 65-9-037-2 AREA "B"  
Enter the full material site number e.g.. 65-9-045-2
2. **DATE\_INSPECT** 8/6/2009  
Date of field inspection
3. **FLD\_INSPEC\_ORG** AARON BANKS / R&M CONSULTANTS  
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** DALTON HIGHWAY  
Name of Highway Enter Name of Facility or Secondary Route Name  
(i.e.Kotzebue Airport, Nash Road, etc.)

6. **MILEPOST** 125  
List the closest main highway milepost

7. **NAME** BONANZA CREEK SITE, BONANZA CREEK EAST  
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.

8. **MAINT\_DIST/STAT** District INTERIOR/DALTON Station JIM RIVER  
Highway Maintenance District and Station, for locations not on highways select other.

9. **QUAD** BETTLES C-2  
U.S.G.S. Quad. Map

10. **TOWNSHIP** T#S R#E T21N R14W Meridian FM  
**/RANGE** Section 5 & 8

- |  |  |
|--|--|
| <p>11. <b>COOR_UTM</b></p> <p style="text-align: center;">ZONE <u>5</u></p> <p>NORTHING <u>7,396,048</u></p> <p>EASTING <u>603,751</u></p> <p style="text-align: center;">UTM WGS84 - Meters</p> | <p>12. <b>COOR_STATE_PLANE</b></p> <p style="text-align: center;">ZONE <u>4</u></p> <p>NORTHING <u>4,629,744</u></p> <p>EASTING <u>1,545,800</u></p> <p style="text-align: center;">Alaska State Plane NAD83 - Survey Feet</p> |
|--|--|

13. **BOROUGH** UNORGANIZED **TAX ID NO.** \_\_\_\_\_

14. **DNR\_LAND\_USE\_PLAN** DALTON HIGHWAY MASTER PLAN

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

- 15a. **CLASSIFICATION** ACTIVE

- 15b. **STATUS** OPEN

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

### 16. **POTENTIAL\_STATUS** SIGNIFICANT

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

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

### 17. **PRESENT\_USERS**

17a. **PRESENT\_USER\_1** DOT&PF MAINTENANCE

17b. **PRESENT\_USER\_2** DOT&PF CONSTRUCTION

17c. **PRESENT\_USER\_3** \_\_\_\_\_

18. **PERMITTED\_ACREAGE** 190

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

19. **DEVELOPED\_ACREAGE** 23

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

Includes pond and work areas surrounding the site.

20. **ACREAGE\_COMP\_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST\_QUAN\_AVAIL** 320,000 ROUGH ESTIMATE

Estimated quantity available (b.c.y.), may be based on acreage computed above plus expansion area. Explain computation assumptions and calculations below.

There appeared to be little minable material remaining in the existing pit in Area B. Assuming the east Golder expansion area had an average 4 feet of overburden and a 30-foot working depth there was approx. 315,000 c.y. (12.1 acres x 26 feet x 1,000 c.y. per acre-foot) of material available. The Golder test holes terminated at 30 feet but the gravel may extend deeper.

# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

22. **ACCESS\_TYPE**

EXISTING ROAD / OPEN

NONE

No access road has been built.

EXISTING ROAD / OPEN

Drivable. May have gate.

EXISTING ROAD / REVEG

Can be reopened with little effort.

EXISTING ROAD / CLOSED W/BERMS

Can be reopened with little effort.

EXISTING ACCESS / REMOVED

Can be reopened with much effort.

SNOW ROAD

Can only be accessed during winter.

ICE ROAD

Requires crossing river or lake ice in the winter.

BARGE

Material can only be moved by barge.

OTHER

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

44, Notes.

23. **ACCESS\_LENGTH**

800

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

24. **VEGETATION**

Vegetation within the undisturbed portion of the site was dominated by black spruce with scattered birch. The eastern boundary of the site was bounded by an expansive tussock field.

25. **TYPE\_1**

BORROW PIT

26. **TYPE\_2**

BAILING

Dominant type

Subordinate type

General Types of Materials Available

Enter data in Type\_2 only if two types of material site available

QUARRY

Bedrock sources requiring blasting

BORROW PIT

Soils or soft bedrock (rippable), above water table

BAILING

Requires production below the water table

RIVER BAR

Sand/gravel bars in active channels

27. **OB\_CLASS\_1**

3 TO 6 FT.

28. **OB\_CLASS\_2**

3 TO 6 FT.

New Site or expansion Area

Existing Pit (Spoil)

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

Estimated average depth over the area.

NONE

3 TO 6 FT.

UNKNOWN

&lt;3 FT.

&gt;6 FT.

OTHER

29. **OB\_TYPE\_1**

SILT

30. **OB\_TYPE\_2**

SPOIL

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT

PEAT

SOLID WASTE

OTHER

COLLUVIUM

SPOIL

UNKNOWN

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

<b>31. MAT_TYPE_1</b> Dominant type	<b>FLUVIAL</b>	<b>32. MAT_TYPE_2</b> 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.	

<b>33. PERMAFROST_1</b> New Site or Expansion Area	<b>DETECTED IN SOME TEST HOLES OR PITS</b>
---	--

<b>34. PERMAFROST_2</b> Existing Site	<b>DATA OUTDATED</b>
--	----------------------

<b>35. GROUNDWATER</b>	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <p>The existing pit was flooded during the 2009 site inspection. Groundwater was observed at between 5 and 9 feet in the expansion area drilled by Golder in 2004.</p> </div>
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# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

36. **LITHOLOGY\_1**FLUVIAL

Dominant type

37. **LITHOLOGY\_2**

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-GM38c. GW

38e. \_\_\_\_\_

38g. \_\_\_\_\_

38b. GP-GM38d. GP

38f. \_\_\_\_\_

38h. \_\_\_\_\_

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

**39. COBBLES\_AND\_BOULDERS**

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

39a.	CONTAINS		
39b.	Est. % by VOL.	5	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	5	(Observed Size)

**40. AGG\_TEST\_RESULTS**

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

40a. SG APP COARSE	1999- 2.70, 2.71, 2.71, 2.71 / 2004- 2.70, 2.69
40b. SG APP FINE	1999- 2.67, 2.69, 2.68, 2.68, 2.70, 2.70 / 2004- 2.69, 2.71
40c. ABSORPTION CRSE	
40d. ABSORPTION FINE	
40e. NORDIC ABRASION	
40f. L.A. ABRASION	1999- 31, 32 / 2004-30, 34
40g. DEGRADATION (T-13)	1999- 37, 59 / 2004-66, 77
40h. NASO4 LOSS COARSE	1999- 0.5, 0.4 / 2004- 0.9, 0.7
40i. NASO4 LOSS FINE	1999-2.8, 2.0 / 2004-2.5, 1.6

**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.
UNKNOWN	
OTHER	Explain in Section 44, Notes.

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

**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.

28/30. Significant spoil/overburden berms were noted during the 2009 site inspection along the south and east perimeter of the existing pit.

# STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

**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** 65-9-037-2 EXPANSION AREA  
Enter the full material site number e.g.. 65-9-045-2
2. **DATE\_INSPECT** 8/6/2009  
Date of field inspection
3. **FLD\_INSPEC\_ORG** AARON BANKS / R&M CONSULTANTS  
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** DALTON HIGHWAY  
Name of Highway Enter Name of Facility or Secondary Route Name  
(i.e.Kotzebue Airport, Nash Road, etc.)

6. **MILEPOST** 125  
List the closest main highway milepost

7. **NAME** BONANZA CREEK WEST  
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.

8. **MAINT\_DIST/STAT** District INTERIOR/DALTON Station JIM RIVER  
Highway Maintenance District and Station, for locations not on highways select other.

9. **QUAD** BETTLES C-2  
U.S.G.S. Quad. Map

10. **TOWNSHIP** T#S R#E T21N R14W Meridian FM  
**/RANGE** Section 5 & 8

- |  |  |
|--|--|
| <p>11. <b>COOR_UTM</b></p> <p style="text-align: center;">ZONE <u>5</u></p> <p>NORTHING <u>7,396,048</u></p> <p>EASTING <u>603,751</u></p> <p style="text-align: center;">UTM WGS84 - Meters</p> | <p>12. <b>COOR_STATE_PLANE</b></p> <p style="text-align: center;">ZONE <u>4</u></p> <p>NORTHING <u>4,629,744</u></p> <p>EASTING <u>1,545,800</u></p> <p style="text-align: center;">Alaska State Plane NAD83 - Survey Feet</p> |
|--|--|

13. **BOROUGH** UNORGANIZED **TAX ID NO.** \_\_\_\_\_

14. **DNR\_LAND\_USE\_PLAN** DALTON HIGHWAY MASTER PLAN

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

- 15a. **CLASSIFICATION** ACTIVE

- 15b. **STATUS** UNDEVELOPED

# STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

## 16. **POTENTIAL\_STATUS** SIGNIFICANT

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

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

## 17. **PRESENT\_USERS**

17a. **PRESENT\_USER\_1** NONE

17b. **PRESENT\_USER\_2** \_\_\_\_\_

17c. **PRESENT\_USER\_3** \_\_\_\_\_

18. **PERMITTED\_ACREAGE** 0

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

19. **DEVELOPED\_ACREAGE** 0

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** 1,700,000 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 the west Golder expansion area had an average of 2 feet of overburden and a 28-foot working depth there was approx. 1,772,000 c.y. (61.5 acres x 28 feet x 1,000 c.y. per acre-foot) of material available. The Golder test holes terminated at 30 feet but the gravel may extend deeper. There are additional potential expansion areas downstream to the west.

# STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

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**

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

24. **VEGETATION**

The expansion areas supported a forest of predominantly black spruce interspersed with a few birch trees to a maximum height of approximately 30 ft.

25. **TYPE\_1**

BORROW PIT

26. **TYPE\_2**

BAILING

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**

&lt;3 FT.

28. **OB\_CLASS\_2**

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

&lt;3 FT.

&gt;6 FT.

OTHER

29. **OB\_TYPE\_1**

SILT

30. **OB\_TYPE\_2**

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT

PEAT

SOLID WASTE

OTHER

COLLUVIUM

SPOIL

UNKNOWN

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

<b>31. MAT_TYPE_1</b> Dominant type	<b>FLUVIAL</b>	<b>32. MAT_TYPE_2</b> 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.	

<b>33. PERMAFROST_1</b> New Site or Expansion Area	<b>DETECTED IN SOME TEST HOLES OR PITS</b>
---	--

<b>34. PERMAFROST_2</b> 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
--	--

<b>35. GROUNDWATER</b>	<div style="border: 1px solid black; padding: 10px; min-height: 100px;">         Groundwater was reported in test borings ranging from 6 to 13 ft. below the ground surface.       </div>
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# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

36. **LITHOLOGY\_1**FLUVIAL

Dominant type

37. **LITHOLOGY\_2**

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-GM38c. GW

38e. \_\_\_\_\_

38g. \_\_\_\_\_

38b. GP-GM38d. GP

38f. \_\_\_\_\_

38h. \_\_\_\_\_

## STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

**39. COBBLES\_AND\_BOULDERS**

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

39a.	CONTAINS	UNKNOWN	
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	2004- 2.71, 2.72
40b. SG APP FINE	2004- 2.71, 2.61
40c. ABSORPTION CRSE	
40d. ABSORPTION FINE	
40e. NORDIC ABRASION	
40f. L.A. ABRASION	2004- 35, 35, 34
40g. DEGRADATION (T-13)	2004- 77, 77, 77
40h. NASO4 LOSS COARSE	2004- 0.5, 0.6
40i. NASO4 LOSS FINE	2004- 4.1, 2.5

**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.
UNKNOWN	
OTHER	Explain in Section 44, Notes.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM****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.

39a. No cobbles or boulders were reported in test borings advanced at the site in 2004.

Form 3604-1b  
(February 2017)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
**MINERAL MATERIAL  
FREE USE PERMIT**

FORM APPROVED OMB  
NO. 1004-0001 Expires  
December 31, 2019

BUREAU OF LAND  
MANAGEMENT

Permit (Case) Serial Number <b>AK FF093001</b>	Expiration Date <b>12/31/2030</b>				
Permittee Name and Address: <b>Alaska Department of Transportation and Public Facilities, 2301 Peger Road, Fairbanks, AK 97709</b>					
Legal land description of authorized permit area: <b>approximately mile marker 125 of the Dalton Highway</b>					
Meridian	Township	Range	Section	Subdivision	Acres
<b>Fairbanks</b>	<b>21 N</b>	<b>14 W</b>	<b>5, 7 &amp; 8</b>	<b>SW1/4 (5) &amp; NW1/4 (8)</b>	<b>46.3</b>

This permit is issued under the Act of July 31, 1947, as amended, and 43 U.S.C. 2 and 1201. Free use permits are issued subject to the requirements of 43 CFR Part 3600 now or hereafter in force.

This permit is hereby issued for the materials applied for but may be canceled if it appears that this permit was issued erroneously or the terms or conditions contained herein are not observed.

**The permit is subject to the following standard stipulations:**

Any use of the surface of the lands involved in this permit must not interfere with any mining claim subject to the provisions of Section 4 of the Act of July 23, 1955 (30 U.S.C. 612);

The permittee must allow BLM access for inspections as required by 43 CFR 3601.51

The permittee must clean up all work areas and must remove or dispose of all refuse resulting from the permittee's operations, and equipment, personal property, and improvements must be removed within ninety (90) days after the permit expiration date as required by 43 CFR 3601.52

An annual report indicating the amount (cubic yards or tons) of material removed must be filed with the BLM District Office on the anniversary date of the permit, and within thirty (30) days after permit expiration.

**The permit is also subject to the following SPECIAL CONDITIONS: See Attached Stipulations**

Authorized purpose: <b>Maintenance of the Dalton Highway</b>	
Authorized term	Authorized quantity, <i>in-place</i>
<b>10</b> years <b>10</b> months    _____ days	<b>25,000</b> cubic yards or _____ tons

Check all that apply:

- ☐ Permittee Mining and Reclamation plan is required per 43 CFR 3601.40-44
- ☐ Permittee is responsible for reclamation of permit area
- ☐ Financial Guarantee is required per 43 CFR 3602.14
- ☐ Removal area is within Community Pit – Common Use Area - Serial No.
- ☐ Permittee will perform reclamation in Community Pit – Common Use Area in lieu of reclamation fee
- ☐ Permittee must follow/comply with BLM mining and reclamation plan
- ☐ Permittee will pay a reclamation fee for Community Pit – Common Use Area as identified below:

Type of Material	Quantity (select applicable <i>in-place</i> units)		Reclamation Fee (select applicable <i>in-place</i> units)		TOTAL Reclamation Fee (\$)
	<input type="checkbox"/> cu. yds.	<input type="checkbox"/> tons	\$ per cu. yds.	\$ per ton	

☒ BLM will check this box if there are additional stipulations attached to this permit.

I HEREBY AGREE TO COMPLY WITH the regulations at 43 CFR Part 3600 and the stipulations and special conditions as set forth in this permit. I CERTIFY that the: (a) materials to be removed will be used for the authorized purpose noted above; (b) none of the materials removed will be sold or bartered; (c) removal of materials will begin only upon receipt of an approved copy of this permit and will cease upon the expiration date or removal of the authorized quantity, whichever comes first; and, (d) the Bureau of Land Management (BLM) will be notified upon completion of removal.

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

THE UNITED STATES OF AMERICA

By \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BLM office)

The Paperwork Reduction Act of 1995 requires us to inform you that:

The BLM collects this information to evaluate the amount and condition of mineral materials on public lands and it will be used to maintain depletion records.

The BLM is collecting this information to process your application and effect a binding permit.

The BLM will use this information to identify and communicate with applicants.

Response to this request is required to obtain a benefit.

The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

**BURDEN HOURS STATEMENT:** The combined public reporting burden for Forms 3604-1a and 3604-1b is estimated to average 45 minutes to complete both forms, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0001), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 2134LM, Washington, D.C. 20240.

## **Standard Stipulations for Mineral Material Disposal**

**Revised January 2020**

### **Administrative Stipulations**

1. The permittee shall provide a detailed mining and reclamation plan to BLM for approval at least 90 days prior to beginning any mining operations.
  - a. The mining and reclamation plan shall address all applicable items in the attached *Mineral Materials Mining and Reclamation Plan Proposal*.
2. The permittee shall provide copies of the following documentation to BLM **prior to** beginning any mining operations:
  - a. Written certification, signed by the permittee's authorized representative, that all persons working at the site, including employees of the permittee, its contractors, or subcontractors, have received a copy of these stipulations and a copy of the enclosed ADEC Spill Response Placard, and have been briefed on their responsibility to comply with them.
  - b. A certified site-specific Spill Prevention Control and Countermeasures Plan (SPCCP) or BLM-approved Spill Contingency Plan (SCP), as applicable. See stipulations 22 and 23 for more information.
  - c. A copy of the relevant approved Storm Water Pollution Prevention Plan (SWPPP), if applicable, or a written statement of the reasons a SWPPP is not applicable.
  - d. A copy of the relevant Clean Water Act Section 404 permit, if applicable, or a written statement of the reasons a 404 permit is not applicable.
  - e. A copy of the relevant Alaska Department of Fish and Game Fish Habitat permit, if applicable, or a written statement of the reasons it is not applicable.
  - f. A copy of any other applicable permit required by State or Federal law or regulation.
3. The permittee will ensure that their employees, their contractors, and subcontractors follow all applicable federal, state, and local laws and regulations related to environmental protection and protection of cultural resources. If another agency issues a citation or notice of violation, BLM will also issue a notice of noncompliance for failure to comply with this stipulation.
4. The permittee will ensure that copies of the material sale contract or free use permit, as applicable, including the stipulations, and all other applicable permits from other State or Federal agencies, are on site and available for reference by the operators and review by the BLM at any time when personnel are working on site.

5. The permittee will ensure that copies of all relevant monitoring plan records are available on-site for review by the BLM at any time when personnel are working on site.
6. The permittee will notify BLM at the beginning and the end of active mining operations.
7. The permittee shall provide a report to BLM of the volume and type(s) of material produced from the site no later than December 31 of each calendar year.

#### **Working Footprint**

8. The permittee will ensure that work does not expand outside of the permitted material site boundary.
9. The permittee will ensure that a 50-foot undisturbed buffer is maintained along boundaries with other land owners when applicable.
10. The permittee will ensure that the site is developed sequentially in cells (See attached example phasing diagram).
  - a. A disturbed cell will be reclaimed prior to opening a new area.
  - b. Exceptions to allow for thawing of permafrost may be granted at the discretion of the authorized officer
11. The permittee shall ensure that buffer zones are not disturbed, except by designated crossings.
  - a. Operation of equipment, placement of overburden or mined material, or storage/placement of any equipment and supplies will not be allowed in any buffer zones identified in the mining and reclamation plan, specified in the Decision Record for this authorization, or required in these stipulations
  - b. See stipulations 9 and 46 for mandatory buffer zones.

#### **Technology and Practices**

12. The permittee will ensure that the site is not used for storage of materials or supplies not related to the production of mineral materials from this site.
  - a. Storage of materials or supplies not related to the production of mineral materials, including culverts, bridge railings, calcium chloride, or other road maintenance supplies, is outside the scope of this authorization.
  - b. The permittee may request separate authorization to store such materials on public lands, if needed.
13. The permittee will ensure that the site is not used for secondary or value-added production processes not related to the production of mineral materials from this site.

- a. Operation of hot-batch plants, asphalt production, cement production, fabrication of components for off-site use, and similar activities not related to the production of mineral materials is outside the scope of this authorization.
  - b. The permittee may request separate authorization to conduct such activities on public lands, if needed.
14. The permittee will ensure that no minerals originating outside the permit area are imported to the permit area.
15. The permittee will ensure that all activities under this authorization are conducted using equipment, devices, and practices that are able to achieve compliance with these stipulations and all relevant State or Federal laws and regulations. Use of inadequate, insufficient, or inappropriate equipment, devices, or practices will not constitute justification for failure to comply with these stipulations or relevant State or Federal law and regulations.
16. The permittee will ensure that overburden, topsoil, and vegetation are stockpiled separately in a manner that prevents loss through erosion, preserves them for use in reclamation, and does not impede access to usable mineral materials.
17. The permittee will ensure that work pit sides are sloped to prevent erosion and provide for the safety of humans and animals. Slopes along pit sides and inactive faces shall be no greater than 3:1.
18. The permittee shall ensure that site stabilization measures and measures to control erosion, sedimentation, and storm water are maintained in proper working order throughout the term of the authorization, including during periods of temporary closure or inactivity.
19. The permittee will ensure that areas of operation are kept in a safe, neat, and sanitary condition at all times.
20. The permittee will ensure that access to public lands is not restricted during periods of inactivity, unless BLM directs that a gate to the site be closed and locked.
21. The permittee will ensure that best management practices for dust abatement (i.e. graveling, watering) are utilized when deemed necessary by the permittee, their contractor, or subcontractor, or when directed by a BLM representative.

**Management of Hazardous Materials, including Petroleum, Oils, and Lubricants (POLs)**

22. Prior to beginning operations, the permittee shall provide to BLM a certified, site-specific Spill Prevention Control and Countermeasures Plan (SPCCP) in accordance

with 40 CFR 112. If no SPCCP is required under 40 CFR 112, the permittee shall submit a Spill Contingency Plan (SCP) for BLM approval, describing measures that will be taken to prevent and respond to hazardous materials spills, including POL spills.

23. The permittee will ensure that all operations conducted pursuant to this authorization are in compliance with the certified SPCCP or BLM-approved SCP, as applicable.
24. The permittee will ensure that transportation, storage, and transfer of any hazardous materials, including POLs, is handled in a manner that prevents release to the environment.
25. The permittee will ensure that all hazardous materials containers, including POL containers, are stored within secondary containment.
  - a. Double-walled tanks meet secondary containment requirements.
  - b. When containment other than double-walled tanks is used, the containment area shall be lined with an impermeable liner composed of material compatible with the substance(s) to be contained. The liner shall be free of cracks or gaps and sufficiently impervious to contain leaks or spills.
  - c. If the containment is completely under cover of a roof, then the containment volume must be large enough to contain the capacity of the largest container stored within.
  - d. If the containment is not completely under cover of a roof, then the containment volume must be large enough to contain the capacity of the largest container stored, plus water from a 5-year, 24-hour storm event. The amount of precipitation from a 5-year, 24-hour storm event for a given location can be found at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_ak.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_ak.html).
26. The permittee will ensure that spill containment measures are utilized during all transfer of hazardous materials, including POLs, from one container to another, including equipment refueling. At a minimum, a “duck pond” or similar catchment will be placed under the point of delivery to catch spills, splashes, or overfills.
27. The permittee will ensure that drip basins are placed under all parked equipment that is known to leak fluids, and all parked equipment that will be unattended for more than 8 hours.
28. The permittee will ensure that all spill containment devices, including “duck ponds,” liners, and vehicle drip pans, are maintained in good working condition at all times.

- Spill containment devices that are punctured, torn, or worn beyond serviceability will be replaced immediately upon discovery of the unserviceable condition.
29. The permittee will ensure that no fuel storage or refueling of equipment occurs within the flood plain of a stream or lake.
  30. The permittee will ensure that all hazardous materials storage containers, including POL containers, are labeled with the following information: Permittee's/contractor's name, contents of the container (name of the product that you put in the container, if not in the original container from the manufacturer), date the product was purchased/put in the container. (e.g. Northern Guides, Diesel Fuel, 17 May 2009)
  31. Equipment repair on site is allowed on the basis of the necessity to operate equipment on the site. The permittee will ensure that equipment repair with the potential to release fluids is completed over an impermeable liner sufficient to prevent fluid migration to the environment.
  32. The permittee will ensure that all hazardous material spills, including POL spills, are contained and cleaned up as soon as the release is identified.
  33. The permittee will ensure that all hazardous material spills, including POL spills, are reported to the Alaska Department of Environmental Conservation (ADEC) in accordance with State of Alaska laws and regulations. (See ADEC Spill Response Placard)
  34. The permittee will notify the BLM authorized officer within 48 hours of any hazardous material spill, including POL spills in excess of 10 gallons, on public lands and will provide the ADEC spill report number to the BLM.

#### **Waste Management**

35. The permittee will ensure that no garbage or solid waste is buried on public lands.
36. The permittee will ensure that only solid waste combustibles that originate from on-site are incinerated, and that they are incinerated in a contained and controlled manner.
  - a. Solid waste combustibles are materials that can be reasonably expected to reduce to ash when burned.
  - b. Rubber, tires, plastic, styrofoam, metal, aerosol cans, or any other materials that, when burned, emit volatile chemicals, leave unburned solids, or are likely to

explode, are not considered solid waste combustibles and may not be incinerated on public lands.

c. No waste from offsite will be brought on site for incineration.

37. The permittee will ensure that incineration of garbage is conducted in compliance with Alaska Division of Forestry Burn Barrel Specifications. These specifications can be found at <https://dnr.alaska.gov/burn/specifications>
38. The permittee will ensure that all solid waste and garbage, including incinerated ash, is removed from public lands and disposed of in an ADEC approved waste disposal facility. No solid waste is to remain on site for more than 90 days.
39. The permittee will ensure that portable toilets are used for human waste disposal, and that they are regularly maintained. The disposal of human waste is not authorized on public land, unless a pit privy is explicitly authorized in the Decision Record for this authorization.
40. The permittee will ensure that all human waste and gray water management is in compliance with relevant State of Alaska regulations.

#### **Reclamation**

41. The permittee will consult with BLM to develop the fertilizer and seed mixture to be used when reclaiming any area within the permitted material site boundary.
42. The permittee will meet with BLM staff at the end of the life cycle of the mine, prior to final reclamation, to define final configuration of the mine.
43. The permittee will ensure that reclamation is conducted in accordance with the approved reclamation plan. Deviations or modifications to the approved reclamation plan must be approved in writing by the BLM authorized officer prior to execution.

#### **Soil, Water, and Air Resources Protection**

44. The permittee will ensure that surface water flow is diverted around the excavated pit to protect the water quality of the area.
45. The permittee will ensure that appropriate erosion, sediment, and storm water control measures are utilized to achieve compliance with all relevant State and Federal laws and regulations, including State of Alaska water quality standards.
46. The permittee will ensure that a 100-foot undisturbed buffer is maintained along any lakes or creeks that flow through upland pits.

- a. Any approved access roads that bisect the buffer area will be rehabilitated at the close of mining by revegetating the crossing with plant species and densities similar to those in the undisturbed buffer for at least 100 feet from the bank-full elevation.
  - b. Access roads in buffers originally void of vegetation will be scarified to a minimum depth of 8 inches during final reclamation.
- 47. Instream and floodplain gravel scraping is prohibited unless explicitly authorized in the Decision Record for this authorization.

#### **Cultural Resources Protection**

- 48. The permittee will ensure that activities are conducted in such a manner as to not cause damage or disturbance to any historical or archaeological sites and artifacts.
  - a. The Antiquities Act (1906), Archaeological Resources Protection Act (1979), Federal Land Policy and Management Act (1976), and general United States property laws and regulations, all prohibit the appropriation, excavation, damage, or destruction of any historic or prehistoric ruin or monument, or any other object of antiquity situated on lands owned or controlled by the United States (16 USC 470; 16 USC 432; 43 U.S. 1733(a); 18 U.S.C. 1361; 18 U.S.C. 641; 43 CFR 8365.1).
  - b. Such items include both prehistoric stone tools and sites, as well as historic log cabins, remnants of such structures, refuse dumps, and other such features. Should any such site be discovered during the permitted activity, the permittee will avoid impacting such materials, and immediately notify the authorized officer.
- 49. The permittee shall pay all the costs associated with the evaluation and mitigation of any disturbed or damaged paleontological and cultural resources, as determined necessary by the BLM archaeologist.

#### **Wildlife Resources Protection**

- 50. The permittee will ensure that all associated operations are conducted in such a manner as to avoid or minimize impacts to migratory birds.
  - a. The primary mechanism to avoid and minimize impacts is to conduct work that may impact migratory birds outside of the nesting season (May 1-July 15 south of Atigun Pass; June 1 – July 31 North of Atigun Pass). U.S. Fish and Wildlife Service (USFWS) guidance on dates to avoid vegetation clearing can be found at: [http://www.dot.state.ak.us/sereg/projects/sitka\\_katlianbayroad/assets/1-vegetation\\_clearing.pdf](http://www.dot.state.ak.us/sereg/projects/sitka_katlianbayroad/assets/1-vegetation_clearing.pdf)
- 51. The permittee will ensure that no vertical or near-vertical faces that may encourage bank swallow nesting are left on any slope, including on stockpiles.

- a. If bank swallows establish nests, the permittee will ensure that the face is not disturbed until after young are fledged or the nests are naturally vacated.
- 52. The permittee will ensure that no blasting is conducted within 1 mile of an active eagle nest until a qualified biologist has determined that the nest has been naturally vacated.
- 53. The permittee will ensure that garbage, groceries, or other wildlife attractants are kept secured while awaiting their use, removal, or incineration.
  - a. Use of bear-proof containers or elevated caches is strongly recommended as a means to comply with this stipulation.
- 54. The permittee will ensure that their employees, contractors, and subcontractors do not harass or feed wildlife. The threshold for harassment is causing an animal to alter its behavior.
- 55. In addition to State reporting requirements, the permittee will notify the BLM authorized officer within 30 days if a state-managed game animal is killed in defense of life or property in accordance with Article 9-5 AAC 92.410 of the State of Alaska Game Regulations.

#### **Vegetative Resources Protection**

- 56. The permittee will ensure that no surface-disturbing activities are conducted in areas where the BLM has identified the occurrence of federally listed sensitive plants.
- 57. The permittee will have a qualified biologist or botanist inspect each material site and all related disturbances such as access roads for the presence of invasive plant species at least once each growing season for the duration of the authorization. At the time of inspection, any invasive species detected shall be clearly marked on the ground so that workers can easily avoid them. By December 31 of each year, the permittee will provide a written report to BLM documenting the inspector's name, inspection date, and inspection results. If the results include detection of invasive species, the report will include photographs and GPS locations for each infestation detected.
- 58. Any proposed treatment for invasive species must be pre-approved by the BLM authorized officer. Some treatment methods may require additional analysis under NEPA prior to implementation.
- 59. The permittee will not travel, park, or stage equipment, supplies, or materials in areas infested with invasive plant species (as identified in 57 above). Activities will commence from known un-infested areas and progress toward known infested areas.

### **Visual Resources Protection**

60. The permittee will ensure that equipment used in association with this authorization is kept hidden from view from the Dalton Highway to the extent feasible.
61. The permittee will ensure that fixed structures and facilities that are visible from any point on the Dalton Highway, including fuel storage tanks and office facilities, are painted covert green, shadow gray, or a similar color, unless another color is specified in the project-specific stipulations.

### **Fire Management**

62. The federal government is not responsible for protection of the permittee's, contractor's, or subcontractor's structures, equipment, or personal property from wildfire.
63. The permittee, their contractors and/or subcontractors will be held financially responsible for any action or activity that results in a wildfire. Costs associated with wildfire include, but are not limited to, damage to natural resources and costs associated with suppression action taken on the fire.

### **Project-Specific Stipulations**

64. Prior to July 31, the permittee will repair the diversion berms upstream of the Atigun River 1 material site to divert Who Creek away from the proposed work area.
65. The permittee will avoid blasting during nesting season for birds on the BLM Special Status Species list.

## Mineral Materials Mining and Reclamation Plan Proposal

While there is no requirement to use this form to apply for a mineral material mining authorization, all of the relevant information identified here is required for a mining plan to be determined complete.

**NOTE 1:** Applicants should contact BLM to request separate authorization for the following activities, which are outside the scope of activities authorized under a mineral material mining plan:

- Establishment and operation of camps on public lands for commercial purposes.
- Storage of materials or supplies not related to the production of mineral materials, including culverts, bridge railings, calcium chloride, or other road maintenance supplies.
- Secondary or value-added production processes, including operation of hot-batch plants, asphalt production, cement production, fabrication of components for off-site use, and similar activities not related to the production of mineral materials.

**NOTE 2:** Applicants will be required to provide a copy of the following documentation prior to beginning operations.

- The relevant approved Storm Water Pollution Prevention Plan (SWPPP)
- A certified Spill Prevention, Control, and Countermeasure Plan (SPCCP) if required by 40 CFR 112, or a Spill Contingency Plan (SPC) subject to BLM approval.

**Providing those, even in draft form, as part of this mining plan will help expedite the analysis and approval.**

Applicants will also be required to provide a copy of any other permits required by applicable State or Federal regulation (e.g., a Clean Water Act Section 404 permit, an Alaska Department of Fish and Game Fish Habitat Permit, etc.) **prior to beginning operations.** Thus, they are encouraged to pursue those with the relevant agency concurrently with this application.

## **MINING PLAN**

- ☐ Project Name
- ☐ Prepared By
- ☐ Date

### **Operator Information**

- ☐ Operator Name
- ☐ Mailing Address
- ☐ Phone Numbers (Office, Cell, and FAX)
- ☐ Point of contact

### **Permittee Information (if different than operator information)**

- ☐ Permittee(s) Name
- ☐ Mailing Address
- ☐ Phone Numbers (Office, Cell, and FAX)
- ☐ Point of contact

### **General Plan Information**

- ☐ Mineral Material type(s) to be mined
- ☐ Quantity per Year to be mined (cubic yards)
- ☐ Total quantity to be mined

### **General schedule of operations from start through closure:**

- ☐ Proposed date for mobilization to site
- ☐ Proposed date for start of mining
- ☐ Estimated date for end of mining
- ☐ Estimated date for beginning of reclamation
- ☐ Estimated date for completion of reclamation
- ☐ Estimated date(s) for period(s) of temporary or seasonal closure
- ☐ Other relevant milestone date estimates (e.g., planned change of mining method, etc.)

## **DESCRIPTION OF OPERATIONS:**

### **Location**

- ☐ Legal Description: (Township, Range, section(s), quarter section(s))
- ☐ Highway milepost
- ☐ Site name (if known)
- ☐ Are non-native invasive plant species present at the site? (if known).

### **Equipment and Devices:**

- ☐ Provide a list or description of all equipment and devices that will be used in the operations and the purpose/use for each.

### **Operating Practices**

- ☐ Type of action/operation proposed (open pit, quarry, etc.)
- ☐ Mining methods or techniques proposed (dozer scraping, excavator, drag line, blasting, etc.)
- ☐ Estimated dimensions of excavation/workings (length, width, depth)
- ☐ Description of processing/washing/crushing/sorting to be conducted on site
- ☐ If water-based processes are proposed (washing), a detailed description of the water management plan, including water source, flow control, settling, and discharge rates and locations.
- ☐ Estimated average daily production (cubic yards)
- ☐ Estimated depth of overburden above usable materials
- ☐ Estimated maximum volume of material stockpiles
- ☐ Estimated volume of material stockpiles at completion of mining
- ☐ Estimated total surface disturbance (acres); include mining area, access, berms, stockpiles, fuel yards, sanitation facilities, etc.
- ☐ Description of overburden stockpiling (location, methods to prevent loss from erosion)
- ☐ Description of dust control practices
- ☐ Proposed daily hours of operation

### **Reclamation Plan**

- ☐ Description of proposed reclamation practices and methods
  - Regrading and reshaping to conform with adjacent landforms
  - Placement of growth medium and establishment of self-sustaining revegetation
  - Measures to control erosion, landslides, and water runoff
- ☐ General reclamation schedule, from start to finish
- ☐ Description of final pit configuration (reference diagrams)
- ☐ Reclamation practices for roads/access features
- ☐ Post-reclamation disposition of access features (reclaimed, left for future access to the pit, etc.)

### **Monitoring Plan**

A monitoring plan must be designed to demonstrate compliance with the approved plan of operations and other Federal and State environmental laws and regulations, provide early detection of potential problems, and supply information that will assist in directing corrective actions should they become necessary. Examples of monitoring programs which may be relevant to a given operation include water quality, air quality (dust control), slope stability, revegetation progress (during reclamation), noise levels (if near visitor services facilities), and wildlife mortality. Monitoring plans may incorporate existing State and/or other Federal monitoring requirements to avoid duplication. However, the submitted monitoring plan needs to include copies of and clearly reference these other plans.

Where applicable, the monitoring plan must include details on:

- ☐ type and location of monitoring devices
- ☐ sampling parameters and frequency
- ☐ analytical methods
- ☐ reporting procedures
- ☐ procedures to respond to adverse monitoring results.

### **Interim Management Plan**

The interim management plan describes management of the project area during periods of temporary and seasonal closures to prevent unnecessary or undue degradation.

The interim management plan must include, where applicable, the following:

- ☐ measures to stabilize excavations and workings
- ☐ measures to isolate or control toxic or deleterious materials (e.g., if hazardous materials, including POLs, are left on site).
- ☐ provisions for the secure storage or removal of equipment, supplies and structures;
- ☐ measures to maintain the project area in a safe and clean condition;
- ☐ plans for monitoring site conditions during periods of non-operation;
- ☐ a schedule of anticipated periods of temporary closure during which you would implement the interim management plan

### **Description of Support Facilities:**

- ☐ Office and administrative facilities
  - o Description of structures and locations (reference project maps)
- ☐ Sanitation needs
  - o human waste management methods (port-a-john, etc.)
  - o cleaning and maintenance schedule
- ☐ Public Safety Considerations
  - o Proposed fencing, barriers, or barricades and the need/purpose for each
  - o Proposed signage and the need/purpose for each
  - o Description of any other proposed public safety features or devices
- ☐ Trash and Solid Waste Management
  - o Methods for interim secure storage of garbage generated on site
  - o Schedule for incineration of solid waste combustibles
  - o Schedule for backhaul of non-combustible waste
  - o Description of burning/incineration facilities
- ☐ SWPPP or other water management plans:
  - o Proposed means of storm water diversion around workings
  - o Diversion ditches and discharge locations in case water is produced during mining operations
  - o Sediment and erosion control methods and devices
  - o Schedule for inspection and maintenance of sediment and erosion control devices

- Location of any planned water discharge
  - Water needs and uses
  - Water sources, including and methods and rates of water extraction or transfer
- ☐ Access
  - Location(s) of each proposed road (reference project maps)
  - Road type for each proposed road (haul, light vehicle, access, etc.)
  - Road maintenance methods and schedules
  - Proposed upgrades to existing roads
  - The location of reasonable public passage or access routes through or around the area to adjacent public lands
- ☐ Hazardous materials, including, but not limited to, POLs and explosives
  - SPCCP or SCP, as applicable
  - Location of all Hazardous Materials storage (reference project maps)
  - Location of refueling areas
  - Blasting plan, if applicable

#### **Project Maps and Diagrams**

- ☐ Maps must be at an appropriate scale and of sufficient detail for BLM to discern the locations of:
  - Excavation boundaries
  - Types and location of material stockpiles
  - Phasing Plan (see attached example)
  - Processing facilities
  - Overburden areas
  - Administrative facilities (office structures, etc.)
  - Equipment storage areas
  - Maintenance facilities and/or location
  - Refueling areas
  - Fuel storage
  - All water bodies within the intended disturbance area
  - Access features
  - Public safety devices, including proposed fences, barricades, and signage.
- ☐ Diagrams
  - pre-mining cross sections
  - post mining cross sections
  - post-reclamation cross sections

The BLM may require additional, site-specific information when resource status or conditions warrant.



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."