

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

CONTRACT DOCUMENTS
AND SPECIFICATIONS



As Advertised:
November 19, 2021

HNS Lutak Rd. Debris Removal
PROJECT NO. SDRER00407/DR-4585-AK

CONTRACT DOCUMENT FEE: 0.00

SOUTHCOAST REGION

***Used in conjunction with the State of Alaska, Standard Specifications for
Highway Construction, 2020***



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: HNS Lutak Rd. Debris Removal SDRER00407/DR-4585-AK Location: Haines		Procurement Agency and Address: State of Alaska, DOT&PF 6860 Glacier Hwy., Juneau, AK 99801-7999 OR Box 112506, Juneau, AK 99811-2506	
Procurement Officer: D. Lance Mearig		Date of Issuance: November 19, 2021	
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: Funding Source: Federal			
Debris Removal on Lutak Road in Haines, AK.			
Completion date for this work is 12/31/2021.			
The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input checked="" type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,000 - \$200,000 ^{1,2,3}			
1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any project in excess of \$100,000 must be bonded.			
Davis-Bacon Wages (Title 36.05): are <input checked="" type="checkbox"/> are not <input type="checkbox"/> required on this project.			
The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile			
Bonding Requirements: Any project in excess of \$100,000 must be bonded.			
Bid Bond (25D-14), Payment Bond (SPC-005) Performance Bond (SPC-006) & are <input type="checkbox"/> are not <input type="checkbox"/> required on this project.			
Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before 2:00 PM local time on the 01 day of December , 2021 . Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: <u>Marcus Zimmerman</u> Title: <u>Construction Project Manager</u> , at: <u>6860 Glacier Highway, Juneau, AK 9980</u> E-Mail: <u>marcus.zimmerman@alaska.gov</u> , Telephone: <u>(907) 465-4655</u> ; Fax: <u>(907) 465-4238</u> . Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.			
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote.			
<input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements.)			
<input checked="" type="checkbox"/> - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements.)			
Written quotes may be submitted by Fax, e-mailed, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:			
Quote for Project:		Procurement Agency Address:	
Name: <u>HNS Lutak Rd. Debris Removal</u>		State of Alaska, DOT&PF	
Number: <u>SDRER00407/DR-4585-AK</u>		6860 Glacier Hwy	
Attn: <u>Jeff Jenkins, Chief of Contracts</u>		Juneau, AK 99801-7999	
Email: <u>srdotpfcontracts@alaska.gov</u>			
Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes and must be received prior to the time for quote submittal.			



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.

2. **WRITTEN** - if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

SUBCONTRACTOR LISTING: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at <http://doa.alaska.gov/dgs/pdf/pref2.pdf>. A detailed description of the Alaska Products Preference Program is available at <http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm>.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsive, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

INDEMNITY AND INSURANCE – The following insurance is required for all construction contracts:

Article 1. 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.

Article 2. 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, nonrenewal, 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.

2.1 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.

2.2 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 claim.

2.3 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 claim.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.:		<u>HNS Lutak Rd. Debris Removal;</u> <u>SDRER00407/DR-4585-AK</u>	Procurement Agency and Address: <u>State of Alaska, DOT&PF</u> <u>6860 Glacier Hwy.</u> <u>Juneau, AK 99801-7999</u> <u>OR Box 112506</u> <u>Juneau, AK 99811-2506</u>
Location:	<u>Haines, AK</u>		
Procurement Officer: D. Lance Mearig, P.E.			Date of Issuance: November 19, 2021 Bid is Due: December 01, 2021; 2:00 PM

QUOTE: Offerors must read all attachments to this schedule.

As per attached Bid Schedule

State Wage Rates ("Little" Davis-Bacon Wages) can be downloaded from the following website:

<http://146.63.75.50/lss/pamp600.htm>.

Federal Wage Rates can be downloaded from the following website:

<http://www.wdol.gov/dba.aspx#0>. This project uses AK1 and AK8.

The DBE Goal for this work is 0%.

I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number SDRER00407/DR-4585-AK. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.

Contractor _____ Contractor Reg. No. _____

Authorized Signature _____ Title _____

Address _____

E-Mail _____

Business License # _____ EIN or SSN _____ Phone # _____

Offeror is Claiming: ☐ Alaska Bidder's Preference ☐ Alaska Products Pref. (worksheet)
☐ Alaska Veteran Preference (SPC-007)

Alaska Bidder and Product Preferences are not applicable to Federally funded projects.

Procurement Officer: _____

Date of Receipt of Bid: _____

Offeror to Complete this Portion

Bid Schedule - As Advertised**Section 1 - Basic Bid**

Prop Line #	Item Number	Item Description	Quantity	Unit	Unit Bid Price	Amount Bid
10	203.2044.0000	Debris Removal	1,650	Cubic Yard Vehicle Measure	_____	_____
20	640.0001.0000	Mobilization and Demobilization	All Required	Lump Sum	Lump Sum	_____
30	641.0001.0000	Erosion, Sediment and Pollution Control Administration	All Required	Lump Sum	Lump Sum	_____
40	643.0002.0000	Traffic Maintenance	All Required	Lump Sum	Lump Sum	_____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

[per AS 36.30.320]

Project Name & No.: HNS Lutak Rd. Debris Removal; SDRER00407/DR-4585-AK	Procurement Agency and Address: State of Alaska, DOT&PF 6860 Glacier Hwy. Juneau, AK 99801-7999 OR Box 112506 Juneau, AK 99811-2506
Location: Haines, AK	
Procurement Officer's Signature:	Date of Issuance: November 19, 2021

TO:	FOR:	The Contractor Must Submit:
	Work related to Basic Bid of:	Insurance* <input type="checkbox"/>
	<u>HNS Lutak Rd. Debris</u>	Bonding* <input type="checkbox"/>
	<u>Removal; SDRER00407/DR-</u>	Certified Wages* <input type="checkbox"/>
	<u>4585-AK</u> , including the basic	Department of Labor
	quote	(Notice of Work)* <input type="checkbox"/>
	and alternate quote item(s):	Subcontractor List* <input type="checkbox"/>

.....		
Your quote in the amount of _____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the <i>Small Procurement Quote Submittal</i> (Form SPC-002), which are a part of this Contract.		
The Contractor must sign, date, and return this document to the <i>procurement</i> address shown above. The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.		
Contractor's Signature of Contract Award Acceptance: _____ Date : _____		
NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 50,000		
In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a <u>copy</u> of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.		



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

**NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
- **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** - the total construction, of which the Work performed under the Contract is the whole or part.
- **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
- **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.

1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
6. Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
7. The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD). The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at:

<http://www.labor.state.ak.us/lss/lssforms.htm>

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1 below. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 - 699.

APPENDIX

INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. 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, nonrenewal, 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.

2.1 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.

2.2 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 claim.

2.3 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 claim.



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

**NOTICE TO PROCEED (NTP)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

[per AS 36.30.320]

<p>Project Name & No.: <u>HNS Lutak Rd. Debris Removal;</u> <u>SDRER00407/DR-4585-AK</u></p> <p>Location: <u>Haines</u> _____ _____</p>	<p>Procurement Agency and Address: <u>State of Alaska, DOT&PF</u> <u>6860 Glacier Hwy.</u> <u>Juneau, AK 99801-7999</u></p>
<p>Procurement Officer's Signature: _____</p>	<p>Date of Issuance: November 19, 2021</p>

TO:

.....

You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in accordance with the terms of the contract. The Work of this contract must commence within 10 calendar days following the date of signature by the Procurement Officer, shown above (i.e., the effective date of the Contract) and all Work of the

Contract must be complete on or before December 31, 2021

Contractor's Signature of Acknowledgment: _____ Date : _____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

HNS Lutak Rd. Debris Removal; SDRER00407/DR-4585-AK

Project Name and Number

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

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

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

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

Or

☐ List all first tier Subcontractors as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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

Signature of Authorized Company Representative

Title

Company Name

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

Date

Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES

BID BOND

For

HNS Lutak Rd. Debris Removal; SDRER00407/DR-4585-AK

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

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

SURETY(IES) (Name and business address):

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

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

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

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

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

Principal

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.
See Instructions on Reverse			Corporate Seal

CORPORATE SURETY(IES)

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

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

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

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. _____

For

HNS Lutak Rd. Debris Removal; SDRER00407/DR-4585-AK

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. _____

For

HNS Lutak Rd. Debris Removal; SDRER00407/DR-4585-AK
Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

INSTRUCTIONS

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

State of Alaska, Standard Specifications for Highway Construction, February 2020 Edition and Modified as Follows:

**STANDARD MODIFICATIONS
AND SPECIAL PROVISIONS
FOR**



**HNS Lutak Debris Removal 183542 (HNSERLUTAK) – DEC 2020 SE DR
SDRER00407**

All Provisions contained in this section are considered Special Provisions unless otherwise designated as a Statewide Standard Modification (SM or HSM), Southcoast Region Standard Modification (SRM), Statewide Special Provision (S, HSP, SSP, or ES), or Southcoast Region Special Provision (SRS).

SECTION 101

DEFINITIONS AND TERMS

SR STANDARD MODIFICATION

101-1.02. ACRONYMS. Add the following:

CSUM Contingent Sum

CY Cubic Yard

LS Lump Sum

SF Square Foot

SY Square Yard

SRM-1 02/26/2020

SECTION 104

SCOPE OF WORK

STANDARD MODIFICATION

104-1.06 VALUE ENGINEERING CHANGE PROPOSALS BY CONTRACTOR. Replace item 3.e of this subsection with the following:

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

HSM20-2 11/30/2020

SECTION 106

CONTROL OF MATERIAL

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

Add the following:

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, as amended effective August 13, 2020, Federal Register, Vol. 85, No. 157, 49506 – 49582, **Prohibition on certain telecommunication and video surveillance services or equipment.**

Contractor shall submit documentation acceptable to the Department certifying it has not entered into a contract nor extended or renewed a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by:

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

The Contractor shall further certify that it has complied with the requirements of 2 CFR 200.216, as amended effective August 13, 2020, Federal Register, Vol. 85, No. 157, 49506 – 49582 and that it will continue to do so throughout the term of the Contract.

SR STANDARD MODIFICATION

106-1.03. TESTING AND ACCEPTANCE. Add the following:

When ATM 207 is specified, Method D will be performed unless otherwise stated.

SRM-2 02/26/2020

SECTION 108

PROSECUTION AND PROGRESS

SR STANDARD MODIFICATION

108-1.03 PROSECUTION AND PROGRESS. Add the following after the list of documents submitted prior to the preconstruction conference:

The Contractor must submit three copies of the Contractor's Civil Rights Representatives contact information (Form 25A-302) identifying representatives of the Contractor and for representatives of each Subcontractor. Submit the completed form at the preconstruction conference and at the time any subcontract documents are submitted for approval. All contractors and subcontractors are required to update this information within 10 days after a personnel change occurs involving the individuals named in Form 25A-302.

Add the following new paragraph after the paragraph beginning "The Engineer's review or approval...":

The Contractor's Superintendent, SWPPP Manager, Worksite Traffic Supervisor, and Subcontractors scheduled to perform work shall attend a weekly meeting chaired by the Engineer to report project progress and action items.

SRM-3 02/26/2020

STANDARD MODIFICATION

108-1.07 FAILURE TO COMPLETE ON TIME. Delete Table 108-1 of this subsection in its entirety and replace with the following:

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

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

HSM20-1 6/30/2020

SPECIAL PROVISION

108-1.03 PROSECUTION AND PROGRESS. Delete the first sentence of this subsection and replace with the following: The Contractor shall meet with the Engineer for a preconstruction conference before beginning construction. The Contractor may attend the preconstruction conference in person at the regional construction office, via teleconference, or virtually.

SECTION 109

MEASUREMENT AND PAYMENT

SR STANDARD MODIFICATION

109-1.08 FINAL PAYMENT. Replace the first sentence of the second paragraph with the following: If the Contractor certifies the final estimate, or does not file a claim within 90 days of receiving the final estimate, the estimate shall be processed for final payment.

Replace the third paragraph with the following: When the Contractor executes the Certification of Final Estimate (Form 25D-116) and executes the Contractor's Release (Form 25D-117), final payment will be processed.

SRM-4 02/26/2020

STANDARD MODIFICATION

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

On federally funded projects, if DOLWD Wage and Hour Administration notifies the Department of a pending prevailing wage investigation, and that the investigation is preventing the closing out of the project, the Contractor may place the notified amount in escrow under Wage and Hour for the exclusive purpose of satisfying unpaid prevailing wages. Upon receipt of notice from Wage and Hour that the contractor has satisfactorily transferred the necessary funds into escrow, the Department will proceed to issue final payment.

HSM20-3 11/30/2020

SECTION 203

EXCAVATION AND EMBANKMENT

SR STANDARD MODIFICATION

203-2.01 MATERIALS. 1. Unclassified Excavation. Delete the second sentence.

2. Classified Excavation., b. Rock Excavation. Replace with the following: Rock that cannot be excavated without blasting or specialized equipment designed for the removal of rock.

SRM-6 02/26/2020

STANDARD MODIFICATION

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

HSM20-5 11/30/2020

SPECIAL PROVISION

203-2.01 MATERIALS. Add the following:

7. Debris. All materials of whatever character encountered in the work.

203-3.01 GENERAL. Delete this subsection and replace with the following: No in-water construction activities are permitted. Prior to beginning debris removal conduct a site visit with the Engineer to establish debris removal limits.

Perform all necessary clearing and grubbing and establish access to the debris removal areas prior to beginning debris removal. Remove debris by excavating to the established limits and hauling debris off-site. Keep debris removal areas free draining at all times as the work progresses. Dispose of debris material at approved locations.

Obtain the property owner's written permission to dispose of debris material at locations outside the right-of-way limits and a waiver of all claims against the State for any damage to such land which may result. Obtain all permits required by law for such disposal. Furnish a copy of such permission, waiver of claims, and permits to the Engineer before commencing work.

Grade the final excavated surface to the approximate original ground contours and to the satisfaction of the Engineer. Finish the excavation to a reasonably smooth and uniform surface.

203-4.01 METHOD OF MEASUREMENT. Add the following:

10. Item 203.2044.____. By Vehicle Measure.

203-5.01 BASIS OF PAYMENT. Add the following: The site visit to establish debris removal limits is subsidiary to Item 203.2044.____. All necessary clearing and grubbing, and work required to establish access to the debris removal areas is subsidiary.

Add the following pay item:

Pay Item	Pay Unit
203.2044.0000 Debris Removal	CYVM

SECTION 640

MOBILIZATION AND DEMOBILIZATION

SPECIAL PROVISION

Delete Section 640 and replace with the following:

640-1.01 DESCRIPTION. Perform work and operations necessary to:

1. move personnel, equipment, supplies, and incidentals to the project site;
2. establish offices, buildings, and other facilities, except as provided under Section 644;
3. install required bulletin boards;
4. perform other work and operations and pay costs incurred, before beginning construction;
5. complete similar demobilization activities;
6. furnish required submittals such as as-builts, certificates, payrolls, civil rights reports, and equipment warranties; and
7. comply with the Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker Meals and Lodging, or Per Diem; as described in the State Laborer's and Mechanic's Minimum Rates of Pay (Pamphlet 600). On Federal-aid projects, PL 109-59, 119 STAT. 1233, Sec. 1409 (c) also applies.

Ensure subcontractors comply with the Federal and State DOLWD requirements.

Ensure facilities meet the Alaska Administrative Code 8 AAC 61.1010 and 8 AAC 61.1040 Occupational Safety and Health Standards, 18 AAC 31 Alaska Food Code, and U. S. Code of Federal Regulations 29 CFR Section 1910.142 Temporary Labor Camps.

Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05.

640-2.01 MATERIALS. None.

640-3.01 CONSTRUCTION REQUIREMENTS. Maintain a bulletin board with postings required by Alaska Statutes and on Federally Funded projects also post the Required Contract Provisions for Federal-Aid (FHWA) Construction Contracts Form 25D-55H (Form FHWA-1273), prominently and conspicuously placed on the project where the posting statements can be seen by each employee and prospective employees at all times. The Engineer may provide a current list of required postings when requested. Protect postings from the weather. Replace postings that become illegible.

640-4.01 METHOD OF MEASUREMENT. None.

640-5.01 BASIS OF PAYMENT.

1. Mobilization and Demobilization. Payment will be made according to Table 640-1, except no payments will be made if the bulletin board is not installed or maintained according to Subsection 640-3.01.

Worker Meals and Lodging, or Per Diem is subsidiary to Item 640.0001.0000.

TABLE 640-1
MOBILIZATION AND DEMOBILIZATION PAYMENT SCHEDULE

Amount Paid	When Paid
10% of Pay Item 640.0001.0000 or 1% of the Contract amount, whichever amount is less.	With first estimate for other bid items
30% of Pay Item 640.0001.0000 or 3% of the Contract amount, whichever amount is less.	When 4% of the original Contract amount is earned from other bid items
40% of Pay Item 640.0001.0000 or 4% of the Contract amount, whichever amount is less.	When 8% of the original Contract amount is earned from other bid items
10% of Pay Item 640.0001.000 or remaining amount of Pay Item 640.0001.0000 less \$5,000, whichever amount is greater.	With estimate following when all physical work and cleanup are complete as described in Subsection 105-1.15
Remaining amount of Pay Item 640.0001.0000	With Final Payment

Payment will be made under:

Pay Item	Pay Unit
640.0001.0000 Mobilization and Demobilization	Lump Sum

Delete Section 641 in its entirety and replace with the following:

SECTION 641

EROSION, SEDIMENT, AND POLLUTION CONTROL

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

641-1.02 DEFINITIONS.

1. BMP (Best Management Practices). A wide range of project management practices, schedules, activities, or prohibition of practices, that when used alone or in combination, prevent or reduce erosion, sedimentation, and/or pollution of adjacent water bodies and wetlands. BMP include temporary or permanent structural and non-structural devices and practices. The Department describes common BMPs in its *Alaska Storm Water Pollution Prevention Plan Guide*.
2. WQCP (Water Quality Control Plan). Reference Section 641-3.01.
3. HMCP (Hazardous Material Control Plan). The Contractor's detailed plan for prevention of pollution that stems from the use, containment, cleanup, and disposal of hazardous material, including petroleum products generated by construction activities and equipment.
5. SPCC Plan (Spill Prevention, Control and Countermeasure). The Contractor's detailed plan for oilspill prevention and control measures that meets the requirements of 40 CFR 112.

641-1.03 SUBMITTALS. Submit an electronic copy of the HMCP (and SPCC Plan when required by 641-2.03) to the Engineer for review and approval no less than 5 calendar days prior to the pre-construction conference.

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

641-2.01 NOT USED.

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

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

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

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

Identify the locations where fueling and Improvements activities will take place, describe the activities, and list controls to prevent the accidental spillage of petroleum products and other hazardous

materials.

Controls include placing absorbent pads or other suitable containment under fill ports while fueling, underequipment during Improvements or repairs, and under leaky equipment. List the types and approximate quantities of response equipment and cleanup materials available on the Project. Include a list and location map of cleanup materials, at each different work site and readily available off site (materials sources, material processing sites, disposal sites, staging areas, etc). Spill response materials must be stored in sufficient quantity at each work location, appropriate to the hazards associated with that site.

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

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

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

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

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

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

641-3.01 CONSTRUCTION REQUIREMENTS.

Do not begin work on-site until receipt of approved HMCP (and when required by 641-2.03, the SPCC Plan) by the Department.

The Water Quality Control Plan (WQCP) for this project is contained in this paragraph. The purpose of the WQCP is to contain materials with approved sedimentation control measures around the perimeter of the work and surrounding stockpiles of materials and/or wastes where applicable to protect water quality of receiving waters. The contractor is not required to submit a NOI or NOT for coverage under the NPDES General Permit. Minimize time and exposure to weather all open excavations and stockpiled materials. Temporary containment measures shall consist of covering of stockpiled materials, silt fences, containment dikes or other approved means to minimize sedimentation and prevent off-site drainage of degraded waters to nearby waters, ditches, streams and storm drain systems during construction. Saturated soils, rain and tide waters shall be made to drain from excavations and stockpiled materials and/or wastes through hay bales, silt fences or other methods that will trap sediments prior to discharge into navigable waters and adjacent properties. These erosion control measures shall be maintained by the Contractor at all times until such time that excavations and disturbed areas have been stabilized.

Post at the construction site:

1. Contractor's Spill Response Field Representative with 24 hour contact information, and
2. Locations of HMCP (and when required by 641-2.03, the SPCC Plan) available for viewing by the public.

Comply with all requirements of the approved HMCP, all state and federal regulations that pertain to the handling, storage, clean up, and disposal of petroleum products or other hazardous substances (and when required by 641-2.03, the SPCC Plan). Contain, clean up, and dispose of all discharges of petroleum products and/or other materials hazardous to the land, air, water, and organic life forms. Perform all fueling operations in a safe and environmentally responsible manner. Comply with the requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substances Pollution Control. Report oil spills as required by federal, state and local law, and as described in your HMCP Plan.

If unanticipated or emergency conditions threaten water quality, take immediate suitable action to preclude erosion and pollution.

If you fail to pursue work required by the HMCP plan (or when required by 641-2.03, the SPCC Plan) the Engineer may, after giving you written notice, proceed to perform such work and deduct the cost thereof, including project engineer costs, from your progress payments.

641-4.01 METHOD OF MEASUREMENT. By Section 109.

641-5.01 BASIS OF PAYMENT. Payment will be made under:

PAY ITEM	PAY UNIT
641.0001.0000 Erosion, Sediment and Pollution Control Administration	Lump Sum

SRS-18 02/26/2020

SECTION 643

TRAFFIC MAINTENANCE

SR STANDARD MODIFICATION

Delete Section 643 in its entirety and replace with the following:

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

Maintain all roadways and pedestrian and bicycle facilities affected by the work in a smooth and traversable condition. Construct and maintain approaches, crossings, intersections, and other necessary features throughout the project for the life of the contract.

Illuminate construction activities listed in Table 643-4 during hours of night work on roads open to the public within project limits.

643-1.02 DEFINITIONS. These definitions apply only to Section 643.

ATM. When used in this Section, ATM stands for the *Alaska Traffic Manual*, which is comprised of the MUTCD, the Alaska Traffic Manual Supplement, any adopted revisions or interim addenda to either document issued subsequently, and corrections to known errors to either document.

Balloon Light: Light surrounding by a balloon-like enclosure kept inflated by pressurized air or helium, and producing uniform light through 360 horizontal degrees. The top half of the balloon enclosure shall be constructed of an opaque material.

Construction Phasing Plan. A plan for each phase of the project showing how to accommodate traffic.

Fixed Objects. Private vehicles, parked flagger vehicles, idle construction equipment, construction material stockpiles, culvert ends, individual trees, power poles, utility poles and appurtenances, and other items deemed by the Engineer to present a hazard to motorists, pedestrians, or bicyclists traveling through the work zone.

Night Work: Work occurring between sunset and sunrise on all days except the "No Lighting Required" period shown in table 643-1 below:

Table 643-1 Project Locations – Night Time Illumination Exclusion			
Latitude (degrees)	No Lighting Required		Nearby Cities
	Start	End	
South of 61	Lighting Required All Year		Everything South of Valdez
61	June 11	July 1	Valdez

Traffic. The movement of vehicles, pedestrians, and bicyclists through road construction, maintenance operations, utility work, or similar operations.

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

Traffic Control Zone. A portion of a road construction project, maintenance operation, utility work or similar operation that affects traffic and requires traffic control to safely guide and protect motorists, pedestrians, bicyclists, or workers.

643-1.03 TRAFFIC CONTROL PLAN. The TCP includes all items required to direct traffic through or around the traffic control zone for the work described on the TCP according to these Specifications and the ATM. Address placement of traffic control devices, including location, spacing, size, mounting height and type in all TCPs.

When a TCP is included on the Plans, use it, modify it, or design an alternative TCP. When a TCP is omitted from the Plans, provide one according to this Section and the ATM.

Submit all TCPs, including the TCPs provided on the Plans if you intend to use them, to the Engineer for approval. All TCPs shall include the following information:

1. Project name and number.
2. A designated TCP number and name on each page (e.g. TCP #1, Permanent Construction Signs).
3. For TCPs more than one page, number each page (e.g. 1 of 3, 2 of 3, etc.).
4. The posted speed limit for each roadway.
5. Existing striping width, lane width, and road surfacing (e.g. Asphalt).
6. Construction lane widths, striping layout, and temporary pavement marker layout.
7. Minimum available work-zone clear zone width.
8. Provisions for Pedestrian, Bicycle, and ADA travel through the work zone.
9. Dates and times the TCP will be in effect and description of work covered by the TCP. Pay Item numbers may be used to describe the work.
10. The Worksite Traffic Supervisor's signature certifying that all TCPs conform with the ATM and the Contract.
11. The Project Superintendent's signature confirming the TCP is compatible with the work.
12. The name and 24 hour telephone number of the Worksite Traffic Supervisor, Traffic Control Technician, and Project Superintendent.
13. Signs to be used and the Alaska Sign Design Specifications (ASDS) designation number and size.
14. Location and spacing of all devices and signs. Include longitudinal buffer space for the posted speed limit, according to Table 6C-2 of the ATM, unless project conditions or geometric features prohibit including all or a portion of the buffer length.
15. A plan to address any possible slopes, drop offs, paving joints, or similar temporary features that may occur during use of the TCP.
16. For TCPs proposed to be used at night, note how the requirements will be met for the required lighting and retroreflective material.

TCPs submitted for approval without all the required information will be rejected. Allow 7 days for review of each TCP submittal, except for TCPs involving a road closure. For TCPs involving a road closure, allow 14 days for review of the submittal. All required modifications to a TCP require a new submission and an additional 7 days for review.

The TCPs, Plans, and Alaska Standard Plans show the minimum required number of traffic control devices. If unsafe conditions occur, the Engineer may require additional traffic control devices.

Use of oversize and overweight equipment within the project must conform to an approved TCP, including all traffic control devices these operations require.

643-1.04 WORKSITE TRAFFIC SUPERVISOR. Provide a Worksite Traffic Supervisor responsible for maintaining 24-hour traffic operations.

1. **Qualifications.** The Worksite Traffic Supervisor shall be knowledgeable and experienced regarding the requirements of the ATM and the implementation of those requirements. The Worksite Traffic

Supervisor shall be familiar with the Plans, the Specifications, proposed operations, and one of the following for the duration of the project:

- a. Certified as a Traffic Control Supervisor, American Traffic Safety Services Association (ATSSA)
- b. Successfully completed the Traffic Control Supervisor course by ATSSA within the last 4 years and meet the minimum work experience requirements below.
- c. Certified as a Work Zone Temporary Traffic Control Technician, or Work Zone Safety Specialist, International Municipal Signal Association (IMSA).
- d. Certified as a Traffic Control Supervisor, Evergreen Safety Council.
- e. Successfully completed a Traffic Control Supervisor or equivalent course from the Association of General Contractors (AGC) within the last 4 years.
- f. Certified as a Traffic Control Supervisor or equivalent by another state Department of Transportation.

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

- Temporary traffic control work experience shall demonstrate an understanding of concepts, techniques, and practices in the installation and maintenance of traffic control devices, and skill in reading, interpreting, implementing, and modifying TCPs.
- Temporary traffic control work experience includes: flagging; installing traffic control devices in accordance with TCPs; monitoring traffic control devices and TCP performance; and recognizing and reporting deficiencies in traffic control devices and TCPs for correction.
- Temporary traffic control work experience is gained while serving as a Worksite Traffic Supervisor-in-training, temporary traffic control support personnel, and Flagger.
- Up to a maximum of 1000 hours of experience serving as a Flagger may be used in meeting these requirements.

Traffic Control Supervisor Minimum Work Experience	
Published ADT	Minimum Hours
Less than 1,000	6 months (1000 hours)
1,000-4,999	1 year (2000 hours)
5,000-9,999	2 years (4000 hours)
10,000+	4 years (8000hours)

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

2. Duties.

- a. Prepare the TCPs and public notices and coordinate traffic control.
- b. Physically inspect the condition and position of all traffic control devices used on the project at least twice each day. Schedule inspections at regular 12 hour intervals with an inspection between 8 a.m. and 2 p.m., and an inspection between 8 p.m. and 2 a.m. Ensure traffic control devices work properly, are clean and visible, and conform to the approved TCP. Complete and sign a detailed written report of each inspection within 24 hours. Use Traffic Control Daily Review Form 25D-104.
- c. Supervise the repair or replacement of damaged or missing traffic control devices.

- d. Review and anticipate traffic control needs. Make available proper traffic control devices necessary for safe and efficient traffic movement.
 - e. Ensure traffic control is set up for each work zone according to an approved TCP that includes a description of the work occurring in the work zone. Ensure that hazards near the traveled way, including staged equipment, steep embankments, and material stockpiles, are properly delineated, protected, and offset from traffic in conformance with an approved TCP.
 - f. Hold traffic safety meetings with superintendents, foremen, subcontractors, and others as appropriate before beginning construction, prior to implementing a new TCP, and as directed. Invite the Engineer to these meetings.
 - g. Supervise all traffic control workers, flaggers, and pilot car drivers.
 - h. Submit a copy of all flagger certifications to the Engineer as required by Subsection 643-3.04.
 - i. Supervise lighting for night work.
 - j. 30 minutes after work ends for the day, drive the project with the Engineer's representative to review the worksite traffic control.
3. Authority. The Worksite Traffic Supervisor shall have the Contractor's authority to stop work and implement immediate corrective action to unsafe traffic control, in locations where unsafe traffic control is present.

643-1.05 CONSTRUCTION PHASING PLAN. Submit a Construction Phasing Plan for approval no less than 5 working days prior to the preconstruction conference. Include the following:

1. Form 25D-124SR designating the Worksite Traffic Supervisor, providing the 24-hour telephone number, and certifying minimum hours of work experience as described in 643-1.04 Worksite Traffic Supervisor.
2. A construction phasing plan for each phase or segment of the project, satisfying the requirements of subsection 643-3.08.
3. TCPs for the first phase of the project. Show permanent and temporary traffic control measures, including the times each TCP will be used.

Submit any changes to the Engineer for approval 7 days before proposed implementation.

643-1.06 TRAFFIC MAINTENANCE SETUP. When shown on the bid schedule, Traffic Maintenance Setup items are site specific and are detailed as individual TCPs on the plan sheets. They depict the method or scheme required to route traffic safely and efficiently when any of the following restrictions occur:

1. Lane Closure. The closure of one or more lanes on a roadway.
2. Detour. The redirection of traffic through or around a traffic control zone.
3. Road Closure. The closure of a roadway with or without a specified detour route.
4. One Lane Road. A two-way roadway reduced to a single-lane roadway with flaggers, pilot cars, traffic signals, stop signs, or yield signs.

643-1.07 TRAFFIC CONTROL TECHNICIAN. On projects where the Superintendent is the Worksite Traffic Supervisor, provide a Traffic Control Technician to implement traffic control in the field. On projects where the Superintendent is a different person than the Worksite Traffic Supervisor, a Traffic Control Technician is optional.

1. Qualifications. The Traffic Control Technician shall be knowledgeable and experienced regarding the requirements of the ATM, the implementation of those requirements, and meet the flagging certification requirements of 643-3.04.4.. The Traffic Control Technician shall be familiar with the Plans, the Specifications, your proposed operations, and one of the following for the duration of the project:
 - a. Certified as a Traffic Control Technician, ATSSA
 - b. Successfully completed the Traffic Control Technician course by ATSSA within the last 4 years.

- c. Certified as a Work Zone Temporary Traffic Control Technician, or Work Zone Safety Specialist, International Municipal Signal Association (IMSA).
- d. Certified as a Traffic Control Supervisor, Evergreen Safety Council.
- e. Successfully completed a Traffic Control Technician or equivalent course from the Association of General Contractors (AGC) within the last 4 years.
- f. Certified as a Traffic Control Technician or equivalent by another state Department of Transportation.

The Traffic Control Technician shall meet the minimum hours of temporary traffic control work experience in the table below, be competent and capable, and have the authority to perform the duties and responsibilities in accordance with this section.

- Temporary traffic control work experience shall demonstrate an understanding of concepts, techniques, and practices in the installation and maintenance of traffic control devices, and skill in reading, interpreting, and implementing TCPs.
- Temporary traffic control work experience includes: flagging; installing traffic control devices in accordance with TCPs; monitoring traffic control devices and TCP performance; and recognizing and reporting deficiencies in traffic control devices and TCPs for correction.
- Temporary traffic control work experience is gained while serving as a temporary traffic control support personnel or Flagger.
- Up to a maximum of 1000 hours of experience serving as a Flagger may be used in meeting these requirements.

Traffic Control Technician Minimum Work Experience	
Published ADT	Minimum Experience
Less than 1,000	None (0 hours)
1,000-4,999	6 months (1000 hours)
5,000-9,999	1 year (2000 hours)
10,000+	2 years (4000 hours)

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

2. Duties. At the direction of the Worksite Traffic Supervisor:
 - a. Install traffic control devices required by the TCP being implemented.
 - b. Repair or replace damaged or missing traffic control devices.
 - c. Clean traffic control devices.
 - d. Breakdown and remove traffic control devices when a TCP setup is no longer needed.
 - e. Relieve traffic control workers, flaggers, and pilot car drivers.
 - f. Install lighting for night work.

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

1. Signs. Use signs, including sign supports, that conform to Section 615, the ATM, and ASDS. A reflective sheeting warranty is not required.
 - a. Construction Signs: Regulatory, guide, or construction warning signs designated in the ASDS.
 - b. Permanent Construction Signs: As designated on the Plans or an approved TCP.
 - c. Special Construction Signs: All other signs are Special Construction Signs. Neatly mark the size of each sign on its back in 3-inch black numerals.

2. Portable Sign Supports. Use wind-resistant sign supports with no external ballasting. Use sign supports that can vertically support a 48 X 48 inch traffic control sign at the height above the adjacent roadway surface required by the ATM.
3. Barricades and Vertical Panels. Use barricades and vertical panel supports that conform to the ATM. Use Type III Barricades at least 8 feet long. Use retroreflective sheeting that meets ASTM D4956 Type II or III.
4. Portable Barriers. Use portable concrete or steel barriers that conform to the Contract. For each direction of traffic, equip each section of barrier with a continuous 4-inch wide horizontal retroreflective stripe mounted 6 inches below the top of the barrier, or at least two side-mounted retroreflective reflectors. Place the individual reflectors 2 feet or less from each end and space at not more than 10 feet apart. Use yellow tabs or stripe when barriers are placed at centerline. Use white tabs or stripe when barriers are placed on the roadway shoulder. Use retroreflective sheeting that meets ASTM D4956 Type III, IV or V.
5. Warning Lights. Use Type A (low intensity flashing), Type B (high intensity flashing) or Type C (steady burn) warning lights that conform to the ATM.
6. Drums. Use plastic drums that conform to the requirements of the ATM. Use retroreflective sheeting that meets ASTM D4956 Type II or III.
7. Traffic Cones and Tubular Markers. Use reflectorized traffic cones and tubular markers that conform to the requirements of the ATM. Use traffic cones and tubular markers at least 28 inches high. Use retroreflective sheeting that meets ASTM D4956 Type II or III.
8. Interim Pavement Markings. Apply markings according to Section 670 and the manufacturer's recommendations. In accordance with 643-3.09, use either:
 - a. Paint meeting Subsection 708-2.03 with glass beads meeting Subsection 712-2.08, or
 - b. Temporary Raised Pavement Markers meeting Subsection 712-2.15 or 712-2.16.
9. High-Level Warning Devices. Use high-level warning devices that conform to the ATM.
10. Temporary Crash Cushions. Use retroreflective sheeting that meets ASTM D4956 Type III, IV or V. Application of crash cushion must be appropriate for the intended use and be installed per manufacturer's recommendation. Temporary crash cushions that are barrels or barricade filled with sand or water are considered nonredirection and may only be used when the forecasted temperature during their use is above 32 degrees Fahrenheit.
11. Sequential Arrow Panels. Use Type A (24 X 48 inch), Type B (30 X 60 inch) or Type C (48 X 96 inch) panels that conform to the ATM.
12. Portable Changeable Message Board Signs. Use truck or trailer mounted portable changeable message board signs with a self-contained power supply for the sign and with the following features:
 - a. Message sign panel large enough to display 3 lines of 9 inch high characters
 - b. Eight character display per message line
 - c. Fully programmable message module
 - d. The capacity to create, preview, and display new messages and message sequences
 - e. A waterproof, lockable cover for the controller keyboard
 - f. An operator's manual, a service manual, and a wiring diagram
 - g. Quick release attachments on the display panel cover
 - h. Variable flash and sequence rates
 - i. Manual and automatic dimming capabilities on lamp bulb matrix models
 - j. Locate the bottom of the sign panel at least 7 feet above the pavement
 - k. Operate with a battery pack a minimum of 2 hours under full load

13. Plastic Safety Fence. RESERVED.
14. Temporary Sidewalk Surfacing. Provide temporary sidewalk surfacing as required by an approved TCP and the following:
- Use plywood with an anti-slip surface. Use plywood at least 1/2 inch thick for areas continuously supported by subgrade. Use plywood at least 1 inch thick for areas that are not continuously supported, with supports at a maximum spacing of 30 inches.
 - Do not exceed a vertical change greater than 1/2 inch, beveled with a slope not steeper than 2:1.
 - At curb ramps, do not exceed a slope of 12:1 with the temporary surfacing, and no vertical changes are permitted. At curb ramps, premanufactured ADA compliant curb ramps may be used in lieu of surfaces constructed from aggregate or plywood.
 - Use toe boards on each side of temporary surfacing. If the temporary surfacing is at least 1 inch below the level of the curb, the curb will satisfy the requirement for a toe board on that side.
 - Use a method that will withstand 70 mph wind velocities to hold temporary surfacing in place.
15. Temporary Guardrail. Use temporary guardrail that meets Section 606, except that posts may require placement under special conditions, such as in frozen ground.
16. Flagger Paddles. Use flagger paddles with 24 inches wide by 24 inches high sign panels, 8 inch Series C lettering (see ASDS for definition of Series C), and otherwise conform to the ATM. Use retroreflective sheeting that meets ASTM D4956 Type VIII or IX. Use background colors of fluorescent orange on one side and red on the other side.
17. Truck Mounted Attenuator, TMA. Use a TMA mounted on a vehicle with a minimum weight of 15,000 pounds and a maximum weight per the manufacturer's recommendations. Meet the crashworthiness requirements of 643-2.02. The TMA shall have an adjustable height so that it can be placed at the correct elevation during usage and to a safe height for transporting. Approach ends of TMAs shall have impact attenuator markings in accordance with the ATM.
18. Portable Chain-Link Fence. Use portable, self-standing, 6 or 8 foot high temporary chain-link fence. Secure the fence against overturning.
19. Pedestrian Barrier. Use Americans with Disabilities Act (ADA) compliant barrier, meeting the crashworthiness standards in 643-2.02. Install pedestrian barrier in accordance with manufacturer instructions.

643-2.02 CRASHWORTHINESS. Temporary Work Zone Devices, including portable barriers, manufactured after December 31, 2019, must have been successfully tested to the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date, and successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

Submit documentation, by the method indicated on Table 643-2, that the following devices comply with Test Level 3 requirements of NCHRP Report 350 or MASH. Submit documentation of compliance to the Engineer before installing devices on the project.

**Table 643-2
Work Zone Traffic Control Device and
Barrier Crash Testing Compliance**

Category	Devices	Devices Manufactured Before Dec. 31, 2019 ¹	Devices Manufactured After Dec. 31, 2019 ¹	Method of Documentation
1	Low-mass single-piece devices w/o attachments: traffic cones, tubular markers, single piece drums, delineators	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	Manufacturer's Certification for devices exceeding height and weight limits
2	Category 1 devices with attachments, barricades, portable sign supports, drums w/lights, other devices weighing less than 100 pounds but not included in category 1	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, if available, at Test Level 3 ² , or DOT&PF eligibility determination
3	Fixed sign supports, truck mounted attenuators, temporary crash cushions, bridge railing, bridge and guardrail transitions, and guardrail and barrier end treatments.	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, if available, at Test Level 3 ² , or DOT&PF eligibility determination
	Portable concrete and steel barriers	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, if available, at Test Level 3, or DOT&PF eligibility determination, unless otherwise required in the contract.

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

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

In Table 643-2, Category 1 devices that exceed the following weights and heights require certification that they meet the evaluation criteria of NCHRP Report 350 or MASH, Test Level 3. This certification may be a one-page affidavit signed by the vendor. Documentation supporting the certification (crash tests and/or engineering analysis) must be kept on file by the certifying organization. No certification is required for devices less than or equal to both the weight and height on the schedule below:

Device	Composition	Weight	Height
Cones	Rubber	20 lb.	36 in.
	Plastic	20 lb.	48 in.
Candles	Rubber	13 lb.	36 in.
	Plastic	13 lb.	36 in.
Drums	Hi Density Plastic	77 lb.	36 in.
	Lo Density Plastic	77 lb.	36 in.
Delineators	Plastic or Fiberglass	N/A	48 in.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Implement an approved TCP before beginning work within the project limits. Keep the work, and portions of the project affected by the work, in good

condition to accommodate traffic safely. Provide and maintain traffic control devices and services inside and outside the project limits, day and night, to guide traffic safely.

Unless otherwise provided in this Section, keep all roadways, business accesses, and pedestrian and bicycle facilities within the project limits open to traffic. Obtain the Engineer's approval before temporarily closing residential, commercial, or street approaches. Provide access through the project for emergency vehicles and school and transit buses. Properly sign and flag all locations where the traveling public must be redirected or stopped. Organize construction operations so the total of all construction related traffic delays experienced by a vehicle traveling through the project does not exceed the limits in 643-3.08. However, this does not imply that you may allow the maximum limit in all cases.

Stop equipment at all points of intersection with the traveling public unless an approved TCP shows otherwise.

Continue to operate all illumination and signalization according to the requirements of Subsection 660-3.09. When moving approach lanes, realign signal heads as necessary according to the ATM. Coordinate any modifications to existing traffic signals with the agency that maintains and operates them. Operate flood lighting at night according to the ATM. Adjust flood lighting so that it does not shine into oncoming traffic.

Provide and maintain safe routes for pedestrians and bicyclists through or around traffic control zones at all times, except when regulations prohibit pedestrians or bicyclists. Where construction activity encroaches onto the safe route in a traffic control zone, station a flagger at the encroachment to assist pedestrians and bicyclists past the construction activity.

Maintain business access(s) during flagging operations.

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

643-3.02 ROADWAY CHARACTERISTICS DURING CONSTRUCTION. Obtain an approved TCP before starting construction. Maintain a clear area with at least 2 feet between the edge of traveled way and the work area. Use barricades, traffic cones, or drums to delineate this area. Place traffic control devices on the work side of the clear area. Space them according to the ATM.

If maintaining traffic on an unpaved surface, provide a smooth and even surface that public traffic can use at all times. Properly crown the roadbed surface for drainage. Before beginning other grading operations, place sufficient fill at culverts and bridges to permit traffic to cross smoothly and unimpeded. Use part-width construction techniques when routing traffic through roadway cuts or over embankments under construction. Alternate construction activities from one side to the other. Route traffic over the side opposite the one under construction.

You may detour traffic when the Plans or an approved TCP allows it. Maintain detour routes so that traffic can proceed safely. When detours are no longer required, obliterate the detour. Topsoil and seed appropriate areas.

If two-way traffic cannot be maintained on the existing roadway or detour, you may use half-width construction or a road closure if it is shown on an approved TCP. Make sure the TCP indicates closure duration and conditions. Schedule roadway closures to avoid delaying school buses and peak-hour traffic. For road closures, post closure-start and road-reopen times at the closure site, within view of waiting traffic.

643-3.03 PUBLIC NOTICE. Give a copy of all notices to the Engineer 7 days prior to giving notice to the public. Receive the Engineer's approval of the public notice before releasing it to the public. The Engineer will post notices through the Navigator system.

Give notice at least 3 days before major changes, delays, lane restrictions, or road closures. If nearby Post Offices and stores have bulletin boards open to the free use of the public, post notices on the boards. Give notice to local officials and transportation organizations, including but not necessarily limited to:

- Alaska Trucking Association
- Alaska State Troopers
- Division of Measurement Standards
- Local Police Department
- Local Fire Department
- Local Government Traffic Engineer
- School and Transit Authorities
- Local Emergency Medical Services
- Local Media (newspapers, radio, television)
- Railroads (where applicable)
- U.S. Postal Service
- Local garbage collection
- Major tour operators
- DOT&PF Southcoast Region Public Information Officer

Provide local traffic enforcement and maintenance agencies notice 3 days and again 24 hours before shutting down a traffic signal system. Provide notice as required by utility companies before repairing or replacing a utility.

Provide the Engineer, Alaska State Troopers, local police and fire department with the radio frequencies used on the project and the 24-hour telephone numbers of the Worksite Traffic Supervisor and the Project Superintendent. Tell them to use these numbers to alert you when emergency vehicles must pass through the project. When notified of emergencies make every necessary effort to expedite rapid passage.

Provide a phone number for the project (Project "Hotline") giving the opportunity for the caller to leave a recorded message. Document and respond to messages within 12 hours when received during business hours, and within 24 hours when received outside of business hours.

643-3.04 TRAFFIC CONTROL DEVICES. Before starting construction, erect permanent and temporary traffic control devices required by the approved TCPs. Use traffic control devices only when they are needed. The Engineer will determine advisory speeds when necessary.

For lane closures on multilane roadways, use sequential arrow panels. During hours of darkness when required by the approved TCP use flashing warning lights to mark obstructions or hazards and steady-burn lights for channelization.

Use only one type of traffic control device in a continuous line of delineating devices, unless otherwise noted on an approved TCP. Use drums or Type II barricades for lane drop tapers.

During non-working hours and after completing a particular construction operation, remove all unnecessary traffic control devices. Store all unused traffic control devices in a designated storage area which does not present a nuisance or visual distraction to traffic. If sign panels are post mounted and cannot be readily removed, cover them entirely with either metal or plywood sheeting. Completely cover signal heads with durable material that fully blocks the view of signal head and will not be damaged or removed by weather.

Keep signs, drums, barricades, and other devices clean at all times.

Use only traffic control devices that meet the requirements of the "Acceptable" category in ATSSA (American Traffic Safety Services Association) "Quality Guidelines for Temporary Traffic Control Devices" and meet crashworthiness requirements per Section 643-2.02.

Immediately replace any devices provided under this Section that are lost, stolen, destroyed, inoperable or deemed unacceptable while used on the project. Stock repair parts for each Temporary Crash Cushion used on the project. Repair damaged crash cushions within 24 hours.

Maintain pre-existing roadside safety hardware at an equivalent or better level than existed prior to project implementation until the progress of construction necessitates removing the hardware. All existing hazards that are currently protected with roadside safety hardware or new hazards which result from project improvements shall be protected or delineated as required on the Plans, in the specifications, and approved TCPs until permanent roadside safety hardware is installed. All temporary roadside safety hardware shall meet the crashworthiness requirements of 643-2.02.

All items paid under this Section remain the property of the Contractor unless noted otherwise in the contract. Remove them after completing the project.

1. Embankments. Install portable barrier, plastic drums, barricades, tubular markers, and cones as specified on the Plans or TCPs to delineate open trenches, ditches, other excavations and hazardous areas when they exist along the roadway for more than one continuous work shift.
2. Adjacent Travel Lane Paving. When paving lifts are greater than 2 inches and you cannot finish paving adjacent travel lanes or paved shoulders to the same elevation before the end of the paving shift, install: W8-11 (Uneven Lanes), W8-9 (Low Shoulder), W8-17 (Shoulder Drop-Off), W14-3 (No Passing Zone), R4-1 (Do Not Pass), R4-2 (Pass with Care), and W8-1 (Bump) signs as appropriate. Place additional signs every 1500 feet if the section is longer than 1/2 mile.
3. Fixed objects and construction vehicles and equipment working on or next to the traveled way. Do not park equipment in medians. Locate fixed objects at least 30 feet from the edge of traveled way. Fixed objects that exist prior to construction activity are not subject to this requirement unless the proposed temporary traffic routing moves the edge of traveled way closer to the pre-existing fixed object. Vehicles and other objects within parking lots in urban environments are considered pre-existing fixed objects regardless of whether they are or are not present continuously throughout the day.

When site restrictions, land features, right of way limitations, environmental restrictions, construction phasing, or other construction conditions allow no practicable location meeting the preceding requirements, the Engineer may approve alternate locations for fixed objects. Alternate locations shall be as far as practicable from the edge of traveled way. When the alternate location provides 15 feet or more separation from the edge of traveled way, the Engineer may verbally approve the alternate location. When the alternate location provides less than 15 feet separation, written approval is required.

Use drums or Type II barricades with flashing warning lights, or use portable barriers with temporary crash cushions, as approved by the Engineer, to delineate or shield fixed objects the Engineer determines present an unacceptable hazard.

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

Use flaggers certified as one of the following:

- a. Work Zone Traffic Control Technician by IMSA (International Municipal Signal Association)
- b. Flagger Certification by ATSSA (American Traffic Safety Services Association)
- c. Traffic Control Supervisor, ATSSA
- d. ATSSA Flagging Instructor
- e. Flagger Certification or Flagger Instructor Certification by Evergreen Safety Council
- f. Flagger certification or equivalent by another state Department of Transportation

- g. Approved equal certification from a minimum 4 hour flagger training course

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

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

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

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

- 5. Pilot Cars. When the Engineer deems one-way traffic necessary, the route through the traffic control zone is particularly hazardous, involved, or frequently altered to preclude adequate signing, you may use pilot cars. Do not use pilot cars to avoid localized traffic control at several locations. Pilot car operators may not control Automated Flagger Assistance Devices while operating a pilot car.

Organize construction operations so the total of all stoppages experienced by a vehicle traveling through a project does not exceed that allowed in 643-3.08. Coordinate multiple pilot-car operations within a project or adjoining projects to minimize inconvenience to the traveling public. Two or more pilot cars may be used to provide two-way traffic through the traffic control zone to reduce the waiting period. The flagger or pilot car operator shall record each pilot car's departure time in a bound field book furnished by the Engineer. Whenever practical, the flagger should tell the motorist the reason for and approximate length of the delay. Make every reasonable effort to yield right-of-way to the public and prevent excessive delay.

Use an automobile or pickup as the pilot car, with your company logo prominently displayed. Equip the pilot car with a two-way radio for contact with flaggers and other pilot cars. Mount a G20-4 sign (Pilot Car Follow Me) on the rear at least 5 feet above the driving surface. Use high intensity flashing strobe lights, oscillating beacons, or rotating beacons on all Pilot Cars. Vehicle hazard warning lights may supplement but are not permitted to be used instead of high intensity flashing strobe lights, oscillating beacons, or rotating beacons. Identify the last vehicle in the column.

When pilot cars are authorized, use them before beginning work and continue until no longer necessary or until you have properly placed and checked functioning of all traffic control devices required for non-working hours.

- 6. Street Sweeping. Use a street sweeper that collects material to keep the project and affected areas free of loose material. Include paved portions of the roadway within project limits, haul routes open to the public, and sections of roadway outside of the project where your operations have deposited loose material.
- 7. Watering. Furnish, haul, and place water for dust control and pavement flushing, as directed. Use water trucks that can provide a high-pressure water stream to flush the pavement and a light-water spray to control dust. If the flushing operations contaminate or fill adjacent catch basins, clean and restore them to their original condition. This requirement includes sections of roadway off the project where flushing is required. The Engineer will control water application.

Obtain an Alaska Department of Natural Resources permit for water removal before taking water from a lake, stream, or other natural water body. Comply with the Alaska Department of Fish and Game screening requirements for all water removal operations.

8. Portable Changeable Message Board Signs. Furnish Portable Changeable Message Board Signs when approved on a TCP. Display only messages approved on the TCP. Follow application guidelines in the ATM.
9. Truck Mounted Attenuator. TMA. Adjust height to the correct elevation during usage and to a safe height for transporting. Do not use a damaged attenuator. Replace any damaged TMA at no expense to the Department.
10. Traffic Control Vehicles. Use high intensity flashing strobe lights, oscillating beacons, or rotating beacons on vehicles being used to transport and set-up traffic control devices. Vehicle hazard warning lights may supplement but are not permitted to be used instead of high intensity flashing strobe lights, oscillating beacons, or rotating beacons.
11. Guardrail Delineation. Before the end of the shift, delineate areas of removed guardrail as required in 606-3.06 and 606-3.07.

643-3.05 AUTHORITY OF THE ENGINEER. When conditions adversely affect the public's safety or convenience, the Contractor will receive an oral notice. A written notice will follow the oral notice according to Subsection 105-1.01. The notice will state the defect(s), the corrective action(s) required, and the time required to complete such action(s). In no case will this time exceed 24 hours. If you fail to take corrective action(s) within the specified time, the Engineer will immediately close down the offending operations until you correct the defect(s). The Engineer may require outside forces to correct unsafe conditions. The cost of work by outside forces will be deducted from any monies due under the terms of this Contract.

643-3.06 TRAFFIC PRICE ADJUSTMENT. A Traffic Price Adjustment, under Item 643.0023.0000, will be assessed for unauthorized lane closures or reductions. Unauthorized lane reductions will be assessed as one full lane closure, for each lane reduced without authorization.

Authorized lane closures/reductions are those shown in the Contract, an approved TCP, or authorized in writing.

Unauthorized lane closures/reductions include: work done without an approved TCP; work not done in conformance with the approved TCP, and; non-conforming or out of place traffic control devices. . Failure to install temporary crash cushions or barriers, when required according to the Contract or TCP, is also considered an unauthorized lane reduction. The Engineer will make the sole determination whether unauthorized lane reductions or closures are present.

Should unauthorized conditions exist, the Engineer may verbally assess Traffic Price Adjustment liquidated damages at any time. The Engineer will provide written notification of unauthorized conditions within 24 hours of verbally assessing a Traffic Price Adjustment.

Adjustment Rates are listed in Table 643-3. These rates are liquidated damages which represent highway user costs, based on Average Daily Traffic (ADT). The Engineer will use the rate shown for the current seasonal ADT for this project shown on the Plans, or if not shown on the Plans as published in the Regional Traffic Volume Report. The Traffic Price Adjustment will be calculated by multiplying the Adjustment Rate by the number of lanes closed/reduced by the minutes the unauthorized closure/reduction existed.

Table 643-3 Adjustment Rates	
Published ADT	Adjustment Rate
Less than 1,000	\$5
1,000-4,999	\$25
5,000-9,999	\$75
10,000+	\$85

Traffic delays greater than that allowed by 643-3.08 will be considered work not done in conformance with the approved TCP. If the Engineer believes the traffic delays are exceeding the time allowed, they will spot check the time it takes a vehicle to pass through the work. The time will begin when the vehicle being checked joins the queue of vehicles. The time will stop when the vehicle passes the G20-2 End Road Work sign (or the first advanced warning sign for the opposite direction of traffic if the G20-2 sign is not used). The Engineer will then deduct the time it would have taken a vehicle to drive at the posted speed limit. If the resulting time is greater than the delay allowed, the Engineer will continue to spot check vehicles until the delay becomes less than or equal to the delay allowed. The number of minutes for the Traffic Price Adjustment will be calculated from the time the first spot checked vehicle arrived until the time of arrival of the spot checked vehicle that passed through the project within the allowable delay.

643-3.07 MAINTENANCE OF TRAFFIC DURING SUSPENSION OF WORK. Approximately one month before suspending work for the season, schedule a preliminary meeting with the Engineer and Maintenance & Operations to outline the anticipated roadway condition and the work expected to be completed before shutdown. Schedule a field review with the Department for winter maintenance acceptance. At the field review the Engineer will prepare a punch list for implementation before acceptance.

To be relieved of winter maintenance responsibility, leave all roads with a paved surface with permanent markings or painted interim pavement markings. Properly crown the roadbed surface for drainage, make drainage structures functional without ponding of water on the travel surface, and install permanent or temporary roadside safety hardware at locations where the existing safety facilities were removed. Make sure all illumination and signals, including vehicle detectors, are in good working order.

After the project is accepted for winter maintenance and until ordered to resume construction operations, the Department is responsible for maintaining the facility. The Department will accept maintenance responsibility only for portions of the work that are open to the public, as determined by the Engineer. The Department will not accept maintenance responsibility for incomplete work adjacent to accepted roads. The Contractor is responsible for maintaining all other portions of the work. The Engineer will issue a letter of "Acceptance for Winter Maintenance" that lists all portions of the work that the Department will maintain during a seasonal work suspension. The Contractor retains all contractually required maintenance responsibilities until receipt of this letter.

If the Contractor suspends work due to unfavorable weather (other than seasonal) or due to failure to correct unsafe conditions, carry out Contract provisions, or carry out the Engineer's orders, all costs for traffic maintenance during the suspended period will be borne by the contractor.

When you resume work, replace or renew any work or materials lost or damaged during temporary use. If the Department caused damage during winter suspension, payment will be made for repairs by unit pay item or in accord with Subsection 109-1.05, Compensation for Extra Work. When the Engineer directs, remove any work or materials used in the temporary maintenance. Complete the project as though work has been continuous.

643-3.08 CONSTRUCTION PHASING. Follow the construction phasing detailed in these provisions, the Special Provisions, and the Plans unless proposing alternative construction phasing that is approved by the Engineer. Alternative construction phasing shall provide the same or less restriction to vehicles, pedestrians, and bicyclists than those detailed in these provisions, the Special Provisions, and the Plans.

Throughout the project, maintain the existing roadway, pedestrian walkway or route, and bicycle route or pathway configuration (such as the number of lanes and their respective widths) except for restrictions to traffic allowed in the Special Provisions or on the Plans, and addressed through approved TCPs. A restriction to traffic is any roadway surface condition, work operation, or traffic control setup that reduces the number of lanes or impedes traffic. Obtain an approved TCP before restricting traffic.

Do not restrict traffic or shut down signals during the times listed below.

1. Around any Holiday (Except for Item 12 in 101-1.03 HOLIDAY):

- a. If the holiday falls on Sunday, Monday, or Tuesday, from 1200 hrs on the Friday before the holiday to 0300 hrs on the day after the holiday.
- b. If a holiday falls on Wednesday, from 1200 hrs on the Tuesday before the holiday to 0300 hrs on the Thursday after the holiday.
- c. If a holiday falls on Thursday, Friday, or Saturday, from 1200 hrs on the day before the holiday to 0300 hrs on the Monday after the holiday.

Obtain the local school bus schedule and coordinate work efforts to ensure the school buses are not delayed through the construction zone. Submit a school bus coordination plan, as a TCP, to the Engineer for approval before implementing any lane restrictions. Detail how school buses will be accommodated to pass through the work zone without exceeding the above listed delay limits.

643-3.09 INTERIM PAVEMENT MARKINGS. Place permanent or interim pavement markings according to this Subsection, details shown on the Plans, approved TCPs, and Parts III and VI of the ATM before opening existing paved roadways, temporary paved roadways, detours, interim paving lifts, and roadways with seal coats and surface treatments for more than one continuous work shift. This work may include restriping the existing roadway before beginning construction, before seasonal suspension, and/or after seasonal suspension.

Remove conflicting pavement markings according to Subsection 670-3.04, Paint Removal.

Maintain all interim pavement markings for the duration of the approved TCP, including reapplication when necessary.

Use only paint as interim pavement markings on existing paved roadways, temporary paved roadways, detours, and interim paving lifts. Paint existing roadway sections that will be opened to traffic during the winter.

Use only temporary raised pavement markers as interim pavement markings on final pavement surfaces. Completely remove and dispose of them when placing the final markings. Completely remove any residual adhesive that might misguide motorists. Place final pavement markings on finished pavement surfaces before suspending work for the winter.

Phase construction to avoid routing traffic over conflicting markings for more than one continuous workshift. If traffic is routed over conflicting markings during a work shift, delineate the roadway with a complement of warning signs, channelizing devices, and flaggers as required by the ATM.

Use only temporary raised pavement markers as interim markings on seal coat and surface treatment pavements. Install the markers according to the manufacturer's instructions before applying the asphalt surface material and cover coat. Remove the vinyl protective covers after applying the asphalt pavement.

On multicourse surface treatments, install the temporary raised pavement markers after applying the full width of the first layer of cover coat. Install the markers on each day's completed surface before removing the pilot car operations and allowing unescorted traffic on the surface treatment.

643-3.10 LIGHTING FOR NIGHT WORK. Illuminate the night work areas according to Table 643-4.

Table 643-4 does not provide a comprehensive list of operations that require lighting. Provide lighting for other operations when necessary.

Table 643-4 Night Work Illumination Equipment and Location Requirements	
Type of Work or Equipment	Lighting Configuration
Paving, Milling, Striping, Pavement Marking Removal, Rumble Strip Installation	At least one machine-mounted balloon light of at least 2000 watts. Provide additional lights or wattage if necessary to provide complete coverage.
Rolling, pavement sweeping	At least 4 sealed beam halogen lamps in the front and four in the back. Each should be at least 55 watts.
Flagging	One balloon light of at least 2000 watts, located within 30 feet of the flagger location. Locate so the flagger and the flagging location are illuminated. Provide additional lights or wattage if necessary to provide complete coverage of the flagging location.
Truck Crossings where haul vehicles cross or enter a road with more than 10,000 ADT, or where the haul vehicle crossing or entering location is controlled by portable traffic signals or flaggers	At least one balloon light of at least 2000 watts, located on the main road on the far right side of the intersection. Locate light within 30 feet of the edge of the side street. If there is a flagger at the crossing, locate the lights or lights so the lighting requirements for Flagging are also satisfied.

Use balloon lighting as the main light sources. Do not use floodlights without prior approval by the Engineer. When approved, install floodlighting in a manner that minimizes glare for motorists, workers, and residents living along the roadway. Locate, aim, louver, and/or shield light sources to reduce glare.

The Engineer shall be the sole judge of when glare is unacceptable, either for traffic or for adjoining residences. When notified of unacceptable glare, modify the lighting system to reduce glare to an acceptable level.

If the Contractor fails to provide required lighting equipment or provides lighting that creates unacceptable glare at any time, the Contractor shall cease the operation that requires illumination until the condition is corrected.

Use lighting equipment in good operating condition and that complies with applicable state and local adopted codes and standards, and AKOSH, NEC, and NEMA requirements.

Provide suitable brackets and hardware to mount lighting fixtures and generators on machines and equipment. Design mountings so lights can be aimed and positioned as necessary to reduce glare. Locate mounting brackets and fixtures so they don't interfere with the equipment operator or overhead structures. Connect fixtures securely in a manner that minimizes vibration.

Ensure ground, trailer, and equipment-mounted light towers or poles are sturdy and freestanding without the aid of guy wires. Towers shall be capable of being moved as necessary to keep pace with the

construction operation. Position ground, trailer-mounted towers, and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment.

Raise trailer or equipment mounted lights to maximum height, except do not exceed the clearance required for overhead objects such as overhead signals, overhead signs, trees, aerial utilities, or bridges. Aim and adjust lights to provide the required light levels. Provide uniform illumination on the hopper, auger, and screed areas of pavers. Illuminate the operator's controls on all machines uniformly.

Furnish each side of non-street legal equipment with a minimum of 75 square inches high intensity retroreflective sheeting in each corner, so at least 150 square inches of sheeting is visible from each direction. Provide red sheeting on the rear of the equipment and yellow sheeting elsewhere.

Existing street and highway lighting and conventional vehicle headlights may supplement but do not relieve the Contract requirement to provide lighting for night work, according to the requirements of Table 643-4.

Provide sufficient fuel, spare lamps, spare generators, and qualified personnel to ensure that all required lights operate continuously during nighttime operations. Ensure generators have fuel tanks of sufficient capacity to permit operation of the lighting system for a minimum of 12 hours. In the event of any failure of the lighting system, discontinue the operation that requires illumination until the required level and quality of illumination is restored.

Maintain a supply of at least twenty emergency flares for use in the event of emergency or unanticipated situations. Comply with local noise ordinances.

Install all post-mounted electroliers located within the clear zone, on MASH compliant breakaway bases.

643-3.11 HIGH VISIBILITY GARMENTS. Ensure all workers within project limits wear outer garments that are highly visible and comply with the following requirements:

1. Standards. Use high visibility garments conforming to the requirements of ANSI/ISEA 107-2004 or 107-2010, Class 2 for tops or Class E for bottoms, and Level 2 retroreflective material.
2. Labeling. Use garments labeled in conformance with Section 11.2 of ANSI/ISEA 107-2004 or 107-2010.
3. Tops. Wear high visibility vests, jackets, or coverall tops at all times.
4. Bottoms. Wear high visibility pants or coverall bottoms during nighttime work (sunset to sunrise). Employees performing traffic control duties shall wear high visibility pants or coverall bottom at all times.
5. Outer Raingear. Wear raingear tops and bottoms conforming to the requirements of this Subsection 643-3.11.
6. Exceptions. When workers are inside an enclosed compartment of a vehicle, they are not required to wear high visibility garments.
7. Condition. Furnish and maintain all vests, jackets, coveralls, rain gear, hard hats, and other apparel in a neat, clean, and presentable condition. Maintain retroreflective material to Level 2 standards.

Payment for high visibility garments for workers is subsidiary to Traffic Maintenance.

643-4.01 METHOD OF MEASUREMENT. Section 109 and as follows. Quantities will not be measured during winter suspension of work.

1. Traffic Maintenance. Calendar Day: Every day shown on the calendar, beginning and ending at midnight. Measurement begins on the day following receipt of the Notice to Proceed or on the first day of work at the project site, whichever is later, and ends on the date of project completion.
2. Traffic Control Device Items. By the number of units of each bid item shown on the bid schedule (or the Traffic Control Rate Schedule, if item 643.0025.0000, Traffic Control, is included in the Contract) that are installed, accepted, and operational. Incomplete or unsatisfactory devices will not be measured.

Special Construction Signs are measured by the total area of legend-bearing sign panel, as determined under Subsection 615-4.01. Items measured by the day are for each item per 24-hour period.

Traffic Control Devices used to delineate areas of removed guardrail will not be measured. Traffic Control Devices required to complete permanent pavement markings will not be measured.

3. Traffic Maintenance Setup Items. By each lane closure or one-lane road in place per hour. By each detour or road closure in place per 24-hour period.
4. Portable Barrier. By linear foot placed according to the approved TCPs, for the initial placement and for each subsequent relocation when moved more than 10 feet in any direction.
5. Temporary Crash Cushion. By each acceptable installation.
6. Interim Pavement Marking. By the single-stripe station. A single stripe is a marking or a temporary raised pavement marker 4 inches wide. Wider striping is measured in multiples of 4 inches. Centerline gaps are not deducted from measurements.
7. Flagging and Pilot Car. By the number of approved hours, supported by certified payroll. Flagging done by the Worksite Traffic Supervisor or Traffic Control Technician will not be measured for payment.
8. Street Sweeping. By the number of operated hours, supported by certified payroll and approved by the Engineer.
9. Watering. By the 1,000 gallons (M-Gallon) of water applied. The Engineer may specify measurement by weight or volume. If by weight, convert to gallons at 8.34 pounds per gallon. If by volume, convert to gallons at 7.48 gallons per cubic foot.
10. Traffic Price Adjustment. From the time the unauthorized closure/reduction began until the time it was removed, as determined by the Engineer.
11. Traffic Control. By the units specified in the Special Provisions.
12. Portable Changeable Message Board Sign. By the 24-hour period for each sign, as shown on an approved TCP and displaying an approved message.
13. Plastic Safety Fence. RESERVED.
14. Temporary Sidewalk Surfacing. By the square yard as shown on an approved TCP.
15. Temporary Guardrail. By the linear foot, including end treatments, as shown on an approved TCP.
16. Pedestrian Barrier. By the foot, as placed, to protect or channelize pedestrian traffic as shown on an approved TCP. Any adjustments in configuration of the pedestrian barrier at the same location that does not result in an increased length of pedestrian barrier is not measured. Removal and later placement of pedestrian barrier at the same location is not measured.

643-5.01 BASIS OF PAYMENT.

1. Traffic Maintenance. The contract price includes all resources required to provide the Worksite Traffic Supervisor, Traffic Control Technician, all required TCPs and public notices, the Construction Phasing Plan, and the maintenance of all roadways, approaches, crossings, intersections and pedestrian and bicycle facilities, as required. This item also includes any Traffic Control Devices, Permanent Construction Signs, and Flagging required but not shown on the bid schedule. Traffic control devices, barriers, and crash cushions required to delineate or shield fixed objects will not be measured or paid for separately, but will be subsidiary to Traffic Maintenance.

Items required by the Contract that are not listed on the bid schedule or not included in other items are subsidiary to Item 643.0001.0000 or 643.0002.0000 Traffic Maintenance.

2. Traffic Control Device Items. The contract price includes all resources required to provide, install, maintain, move, and remove the specified devices. Warning lights, high-level warning devices, vertical panels, and sign supports required for traffic control devices are subsidiary.

Traffic control devices, barriers, and crash cushions required to delineate or shield guardrail posts or non-crashworthy ends are subsidiary when required for failure to meet completion timelines in subsection 606-3.01. Traffic Control Devices used to delineate areas of removed guardrail are subsidiary to work under Section 606.

Traffic Control Devices required to complete permanent pavement markings are subsidiary to work under Section 670.

3. Traffic Maintenance Setup Items. Each setup consists of all traffic control devices, flaggers, pilot cars, and subsidiary items necessary to implement the TCP shown on the Plans. Warning lights, high-level warning devices, vertical panels, and sign supports required for traffic control devices are subsidiary.

Construction and obliteration of temporary roadways, when required on the Plans or approved TCP under a traffic maintenance setup item, is paid for under their respective roadway pay items.

When topsoil or seeding is required for detours, payment will be made under Sections 620 and/or 618.

4. Portable Barrier. The contract price includes all resources required to provide, install, maintain, and remove barrier.
5. Temporary Crash Cushion. The contract price includes all resources required to provide, install, maintain, repair, and remove each crash cushion.
6. Interim Pavement Marking. The contract price includes all resources required to provide, install, maintain, and remove the specified markings. Installation of word and symbol markings are subsidiary. The No-Passing Zone signing, described in Subsection 643-3.04, is subsidiary.

When Pay Item 643.0014.0000 Interim Pavement Marking does not appear in the Bid Schedule, interim pavement markings are subsidiary to work under Section 670.

7. Flagging and Pilot Car. Payment includes all required labor, vehicles, radios, flagger paddles and pilot car signs, and transportation to and from the worksite. Work done by the Worksite Traffic Supervisor or Traffic Control Technician is subsidiary to Traffic Maintenance. Payment for item 643.0032.0000, Flagging will be paid on a contingent sum basis at the rate of \$64.00/hour. A change order/directive is not required for the flagging pay item.
8. Street Sweeping. The contract price includes all resources required to keep the roadway free of loose material. Sweeping haul routes is subsidiary to Traffic Maintenance. Sweeping with equipment that does not collect the material is subsidiary to Traffic Maintenance.
9. Watering. The contract price includes all resources required to provide watering, as directed. Watering haul routes is subsidiary to Traffic Maintenance.
10. Traffic Price Adjustment. If Item 643.0023.0000, Traffic Price Adjustment, is shown on the bid schedule, the total value of this contract will be adjusted, for unauthorized lane reductions or closures, at the rates listed in Table 643-3.

11. Traffic Control. If item 643.0025.0000 Traffic Control appears in the bid schedule, payment will be made at the unit rate value contained in Table 643-5 for the accepted units of traffic control devices.
12. Portable Changeable Message Board Sign. The contract price includes all resources required to furnish, move, and operate the sign.

Portable Changeable Message Board Signs required on the Plans for Permanent Construction Signing will be paid for under Item 643.0003.0000 Permanent Construction Signs. Additional portable changeable message board signs will be paid for under 643.0025.0000 Traffic Control.

13. Plastic Safety Fence. RESERVED.
14. Temporary Sidewalk Surfacing. The contract price includes all resources required to construct, maintain, and remove the surfacing.
15. Temporary Guardrail. The contract price includes all resources required to construct, maintain, and remove the guardrail.
17. Lighting for Night Work. Payment for illuminating night work areas and any required adjustments to work zone illumination is subsidiary to Traffic Maintenance.

Table 643-5 643.0025.0000 Traffic Control Rate Schedule 10/2021		
Traffic Control Device	Pay Unit	Unit Rate
Construction Signs	Each/Day	\$6.50
Special Construction Signs	Square Foot	\$31.00
Type II Barricade	Each/Day	\$3.30
Type III Barricade	Each/Day	\$11.00
Traffic Cone or Tubular Marker	Each/Day	\$1.10
Drums	Each/Day	\$3.30
Temporary Guardrail	Linear Foot	\$25.00
Portable Barrier	Linear Foot	\$8.00
Temporary Crash Cushion / non-redirective Water filled barrier (all required per end)	Each	\$2,500.00
Temporary Crash Cushion / non-redirective Water filled Barrels (all required per end)	Each	\$3,285.00
Temporary Crash Cushion / non-redirective Sand filled Barrels (all required per end)	Each	\$4,325.00
Temporary Crash Cushion / Redirective	Each	\$9,230.00
Temporary Sidewalk Surfacing	Square Foot	\$2.00
Portable Chain-Link Fence	Linear Foot	\$5.00
Pedestrian Barrier	Linear Foot	\$1.00
Flexible Markers (Flat Whip, Reflective)	Each	\$60.00
Electronic Boards, Panels, and Signals		
Sequential Arrow Panel	Each/Day	\$40.00
Portable Changeable Message Board Sign	Each/Day	\$130.00
Cars and Trucks w/driver		
Pilot Car	Hour	\$77.00
Watering Truck – up to 4900 gallon capacity	M-Gallon	\$28.00
Watering Truck – more than 4900 gallon capacity	M-Gallon	\$21.00
Street Sweeping (Regenerative Sweeper, Vacuum Sweeper, Mechanical or Power Broom with vacuum)	Hour	\$214.00
40,000 GVW Truck with Crash Attenuator	Hour	\$162.00

Payment will be made under:

Pay Item	Pay Unit
643.0001.0000 Traffic Maintenance	Calendar Day
643.0002.0000 Traffic Maintenance	Lump Sum
643.0003.0000 Permanent Construction Signs	Lump Sum
643.0004.0000 Construction Sign	Day
643.0005.0000 Type II Barricade	Day
643.0006.0000 Type III Barricade	Day
643.0007.0000 Traffic Cone/Tubular Marker	Day
643.0009.0000 Drum	Day
643.0010.0000 Sequential Arrow Panel, Type C	Day
643.0011.0000 Special Construction Signs	Square Foot
643.0013.0000 Temporary Crash Cushion	Each
643.0014.0000 Interim Pavement Marking	Station
643.0016.0000 Pilot Car	Hour
643.0017.0000 Street Sweeping	Hour
643.0018.0000 Watering	M-Gallon
643.0019.0000 Lane Closure	Hour
643.0020.0000 Detour	Day
643.0021.0000 Road Closure	Day
643.0022.0000 One Lane Road	Hour
643.0023.0000 Traffic Price Adjustment	Contingent Sum
643.0024.0000 Portable Changeable Message Board Sign	Day
643.0025.0000 Traffic Control	Contingent Sum
643.0026.0000 Temporary Sidewalk Surfacing	Square Yard
643.0027.0000 Temporary Guardrail	Linear Foot
643.0032.0000 Flagging	Contingent Sum
643.2018.0000 Portable Barrier	Linear Foot
643.2027.0000 Pedestrian Barrier	Linear Foot

SRM-25 10/01/2021

APPENDIX A
DESCRIPTION OF WORK

HNS Lutak Debris Removal 183542 (HNSERLUTAK) – DEC 2020 SE

Project No. SDRER00407

Description of Work. This project will remove debris generated by flooding that occurred during the December 2020 storm event in the Southcoast Region of Alaska. The project includes excavation and disposal of debris from the outlet of Shakesuyi Creek on Lutak Road in Haines, AK (Latitude 59.3143°, Longitude -135.5463°). A project location map and approximate debris removal limits are provided in Appendix B. Photographs of the site are provided in Appendix C. The work shall be completed in accordance with the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2020 Edition and the project's Special Provisions.

Provide all labor, equipment, and materials necessary to perform the following work:

1. Conduct a site visit with the Engineer to establish debris removal limits prior to starting the work.
2. Provide temporary traffic control signs as shown on the Traffic Control Plan provided in Appendix D.
3. Plan, provide, inspect, and maintain control of erosion, sedimentation, water pollution and hazardous materials contamination in accordance with Section 641.
4. Excavate, haul, and dispose of approximately 1,650 cubic yards of debris and finish the excavated surface in accordance with Section 203.

APPENDIX B
PROJECT LOCATION MAP

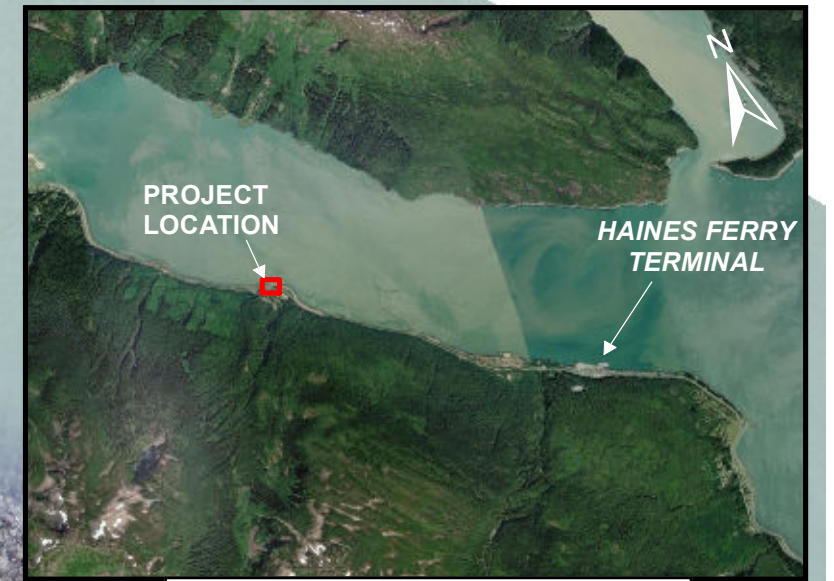
EXPLANATION

 APPROXIMATE DEBRIS REMOVAL LIMITS

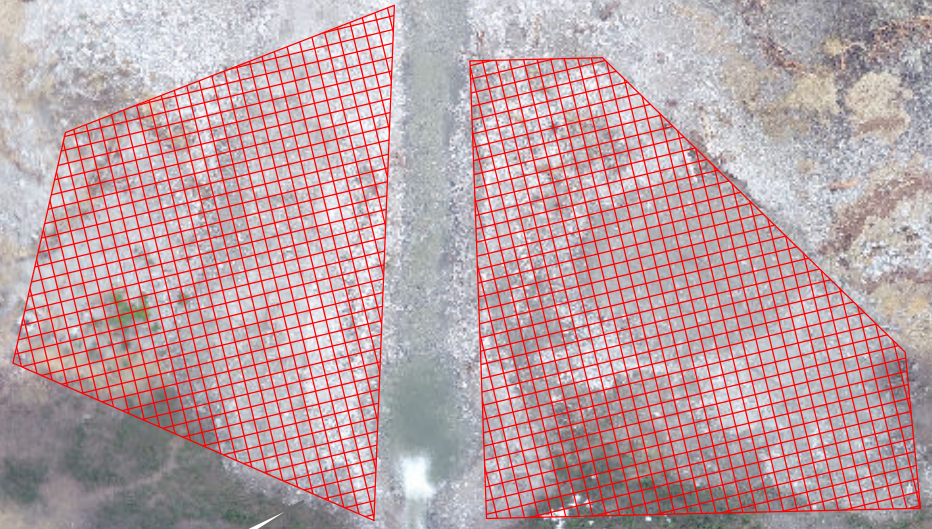
NOTES:

- 1. IMAGERY DATE 12/2020, CURRENT SITE CONDITIONS MAY VARY.
- 2. THE ENGINEER WILL ESTABLISH DEBRIS REMOVAL LIMITS IN THE FIELD.

LUTAK
INLET



VICINITY MAP



ACCESS POINT

LUTAK ROAD

ACCESS POINT

SHAKUSEYI CREEK



0 40 80 Feet

PROJECT LOCATION MAP

HNS Lutak Debris Removal - Project No. SDRER00407
(HNSERLUTAK) DEC 2020 SE - Haines, Alaska



State of Alaska
Department of Transportation
and Public Facilities
Southcoast Region

FIG 1

APPENDIX C
SITE PHOTOS



Figure 1 - Debris on river right side of Shakuseyi Creek.



Figure 2 - Debris at outlet of Shakuseyi Creek, looking towards river right bank.



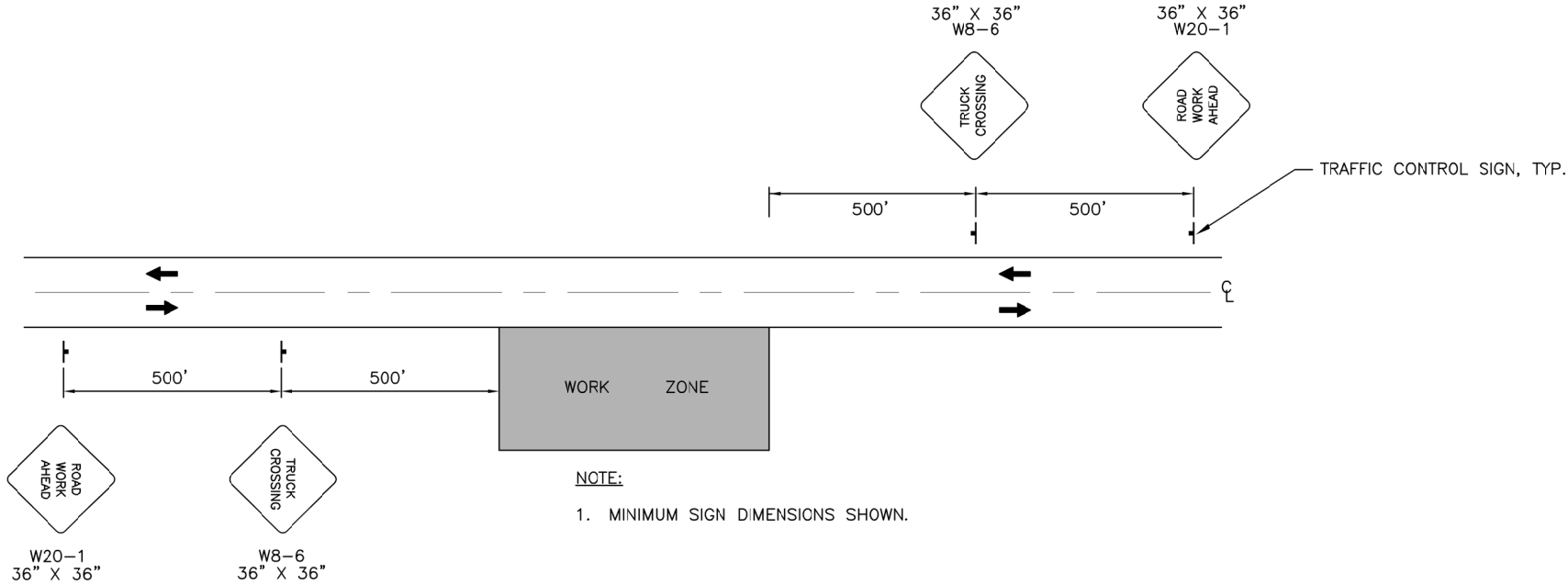
Figure 3 - Debris on river left side of Shakuseyi Creek.



Figure 4 - Debris on river left side of Shakuseyi Creek.

APPENDIX D
TRAFFIC CONTROL PLAN

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	SDRER00407	2021	1	1



NOTE:
1. MINIMUM SIGN DIMENSIONS SHOWN.

TRUCK CROSSING

- TRAFFIC CONTROL NOTES:**
1. ALLOW ACCESS THROUGH THE WORK ZONE FOR EMERGENCY SERVICES AT ALL TIMES.
 2. CONSTRUCTION SIGNING SHALL BE IN PLACE ONLY WHEN THE CONDITIONS EXIST FOR WHICH THE SIGNS ARE INTENDED.
 3. TRAFFIC CONTROL DEVICES, IF USED AT NIGHT, SHALL BE LIT IN ACCORDANCE WITH THE ALASKA TRAFFIC MANUAL.

APPENDIX E
ENVIRONMENTAL PERMITS



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
P.O. BOX 22270
JUNEAU, AK 99802-2270

November 5, 2021

Regulatory Division
POA-2001-01309

AK DOT&PF
Attention: Mr. Benjamin Storey
P.O Box 112506
Juneau, AK 99811

Dear Mr. Storey:

This is in response to your Oct 14, 2021, application for a Department of the Army (DA) permit, to remove debris caused by flooding during a recent storm from 0.25 acres of waters of the United States and to improve the ability of the Shakuseyi Creek culvert to convey material and stormwater. It has been assigned file number POA-2001-01309, Lutak Inlet, which should be referred to in all future correspondence with this office. The project site is located within Section 29, T. 30 S., R. 59 E., Copper River Meridian; USGS Quad Skagway A-2; Latitude 59.31433° N., Longitude -135.54643° W.; Haines Borough, in Haines, Alaska.

DA permit authorization is necessary because your project will involve the discharge of dredged and/or fill material into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-40), is authorized by Nationwide Permit (NWP) No. 3, Maintenance. NWP No. 3 and its associated Regional and General Conditions can be accessed at our website at: www.poa.usace.army.mil/Missions/Regulatory/Permits. You must comply with all terms and conditions associated with NWP No. 3.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

Unless this NWP is modified or revoked, it expires on March 18, 2022. It is incumbent upon you to remain informed of the changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact Ms. Delana Wilks via email at Delana.P.Wilks@usace.army.mil, by mail at the address above, or by phone at (907) 201-5021, if you have questions or to request paper copies of the regional and/or general conditions. For more information about the Regulatory Program, please visit our website at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

A handwritten signature in black ink, appearing to read "Randal P. Vigil". The signature is fluid and cursive, with a large initial "R" and "V".

Randal P. Vigil
Project Manager

Enclosures

ENCLOSURE



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2001-01309

Name of Permittee: AK DOT&PF

Date of Issuance: November 5, 2021

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Ms. Delana Wilks at the following address:

U.S. Army Corps of Engineers
Alaska District
Regulatory Division
Post Office Box 22270
Juneau, Alaska 99802-2270

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

**REQUIRED CONTRACT PROVISIONS
FOR
FEMA CONSTRUCTION CONTRACTS
(2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II)**

Termination for Cause and Convenience

- (1) See Standard Specification Sections 108-1.08 and 108-1.09 for contract language addressing termination for cause and for convenience to address the basis for settlement.

Equal Employment Opportunity (EEO)

- (1) See Form 25A-301 for Federal EEO requirements for this contract.

Davis Bacon Act and Copeland Anti-Kickback Act

- (1) All construction contracts in excess of \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provision Applicable to Contracts Covering Federally Financed and Assisted Construction).
- (2) In accordance with the statute, the contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall pay wages not less than once a week.
- (3) Compliance with the Copeland “Anti-Kickback” Act.
 - a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract.
 - b. Subcontracts. The contractor or subcontractors shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

- (1) All construction contracts in excess of \$100,000 must comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.
- (2) Compliance with the Contract Work Hours and Safety Standards Act.
 - a. 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 a 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.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a.) 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, 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 (a.) 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 (a.) of this section.

- c. Withholding for unpaid wages and liquidated damages. The Department shall upon its own action or upon written requests 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 (b.) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a.) through (d.) 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 (a.) through (d.) of this section.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the State of Alaska, Division of Homeland Security & Emergency Management (DHS&EM) Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are executed (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

Comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the State of Alaska, Division of Homeland Security & Emergency Management (DHS&EM), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records: The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the Department, State of Alaska Division of Homeland Security & Emergency Management (DHS&EM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

The under signed [Contractor] certifies, to the best of his or her knowledge, that:

- (1) 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 an 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.
- (2) 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 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.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date