

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

**CONTRACT DOCUMENTS**  
**AND SPECIFICATIONS**



**As Advertised**  
September 12, 2023

**HNS ADA IMPROVEMENTS – MAIN ST HANDRAIL**

**PROJECT NO. 0003238/SFHWHY00215**

CONTRACT DOCUMENT FEE: \$0.00

**SOUTHCOAST REGION**

*To be used in conjunction with the State of Alaska Standard Specifications for Highway Construction dated 2020, and the plans for the above referenced project*



**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.: <u>HNS ADA Improvements- Main St. Handrail; SFHWY00441</u> | Procurement Agency and Address:<br><u>State of Alaska, DOT&amp;PF</u> |
| Location: <u>Haines, AK</u>  | <u>6860 Glacier Hwy., Juneau, AK 99801-7999</u>                       |
|  | <u>OR Box 112506, Juneau, AK 99811-2506</u>                           |

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|--|---|
| Procurement Officer: <u>Christopher Goins C.M., P.E.</u> | Date of Issuance: <u>September 12, 2023</u> |
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**DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: Funding Source: Federal**  
 ADA Pedestrian Handrail Improvements to Haines Segment 1 of the Southcoast ADA Audit. Scope of work encompasses replacement of three sections of existing steel handrail on the concrete sidewalk stairs located on Main Street between Front Street and 1st Avenue to meet public safety standards.

Completion date for this work is 05/31/2024. Attachments: Specs & Supplemental info

The Project cost estimate is:  under \$10,000  \$10,000 - \$50,000  \$50,000 - \$100,000  \$100,000 - \$200,000 <sup>1,2,3</sup>  
**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  are not  required on this project.

The following insurance coverages are required:  Workers Comp  General Liability  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  are not  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 **03** day of **October**, **2023**. 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: John Kajdan, P.E.  
 Title: Construction Project Manager, at: 6860 Glacier Highway, Juneau, AK 9980  
 E-Mail: john.kajdan@alaska.gov, Telephone: (907) 465- 2392; Fax: (907) 465-4238.  
 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 *Instructions to Offerors*, page 2 of this form, prior to submitting their quote.

- VERBAL QUOTES SHALL BE GIVEN TO \_\_\_\_\_ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements.)
- 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 to (srdotpfcontracts@alaska.gov), 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:

|  |   |
|--|---|
| <b><u>Quote for Project:</u></b>                     | <b><u>Procurement Agency Address:</u></b> |
| Name: <u>HNS ADA Improvements- Main St. Handrail</u> | <u>State of Alaska, DOT&amp;PF</u>        |
| Number: <u>SFHWY00441</u>                            | <u>6860 Glacier Hwy</u>                   |
| Attn: <u>Eric Verrelli, Chief of Contracts</u>       | <u>Juneau, AK 99801-7999</u>              |
| Email: <u>eric.verrelli@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 ADA Improvements- Main St.<br/>Handrail; SFHWY00441</u> | Procurement Agency and Address:<br><u>State of Alaska, DOT&amp;PF</u><br><u>6860 Glacier Hwy.</u><br><u>Juneau, AK 99801-7999</u><br><u>OR Box 112506</u><br><u>Juneau, AK 99811-2506</u> |
| Location:  | <u>Haines, AK</u>  |   |
| Procurement Officer:   | Christopher Goins, C.M., P.E.                                  | <b>Date of Issuance: September 12, 2023</b><br><b>Bid is Due: October 03, 2023; 2:00 PM</b>   |
| <p><b>QUOTE:</b> Offerors must read all attachments to this schedule.</p> <p><b>Fixed Price of:</b> _____<br/> <b>Dollars (\$</b> _____ <b>).</b></p> <p>State Wage Rates ("Little" Davis-Bacon Wages) can be downloaded from the following website:<br/> <a href="http://146.63.75.50/lss/pamp600.htm">http://146.63.75.50/lss/pamp600.htm</a>.</p> <p>Federal Wage Rates can be downloaded from the following website:<br/> <a href="http://www.wdol.gov/dba.aspx#0">http://www.wdol.gov/dba.aspx#0</a>. This project uses AK1 and AK2.</p> <p>The DBE Goal for this work is 0%.</p> <p>I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number <b>SFHWY00441</b>. 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.</p> <p>Contractor _____ Contractor Reg. No. _____</p> <p>Authorized Signature _____ Title _____</p> <p>Address _____</p> <p>E-Mail _____</p> <p>Business License # _____ EIN or SSN _____ Phone # _____</p> <p>Offeror is Claiming:   <input type="checkbox"/> Alaska Bidder's Preference           <input type="checkbox"/> Alaska Products Pref. (worksheet)<br/>                                   <input type="checkbox"/> Alaska Veteran Preference (SPC-007)</p> <p><b>Alaska Bidder and Product Preferences are not applicable to Federally funded projects.</b></p> |  |   |
| <p>.....</p> <p>Procurement Officer: _____</p> <p>Date of Receipt of Bid: _____</p>  |  |   |

Offeror to Complete this Portion



**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 ADA Improvements- Main St.<br>Handrail; SFHWY00441 | Procurement Agency and Address:<br>State of Alaska, DOT&PF<br>6860 Glacier Hwy.<br>Juneau, AK 99801-7999<br>OR Box 112506<br>Juneau, AK 99811-2506 |
| Location: Haines, AK   | Date of Issuance: September 11, 2023   |
| Procurement Officer's Signature:   |  |

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|   |  |   |
|---|--|---|
| <b>TO:</b><br>_____<br>_____<br>_____   | <b>FOR:</b><br>Work related to Basic Bid of:<br><u>HNS ADA Improvements- Main<br/>St. Handrail; SFHWY00441</u> ,<br>including the basic quote<br>and alternate quote item(s):<br>_____<br>_____<br>_____ | <b>The Contractor Must Submit:</b><br>Insurance* <input type="checkbox"/><br>Bonding* <input type="checkbox"/><br>Certified Wages* <input type="checkbox"/><br>Department of Labor<br>(Notice of Work)* <input type="checkbox"/><br>Subcontractor List* <input type="checkbox"/><br>* Comments as applicable: |
| .....<br>.....  |  |   |
| <p>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.</p> <p>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.</p> <p>Contractor's Signature of Contract Award Acceptance: _____ Date : _____</p> |  |   |
| <b>NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 50,000</b>   |  |   |
| <p>In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) &amp; (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.</p>   |  |   |



**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]

|   |   |
|---|---|
| Project Name & No.: <u>HNS ADA Improvements- Main St.<br/>Handrail; SFHWY00441</u><br><br>Location: <u>Haines</u><br>_____<br>_____ | Procurement Agency and Address:<br><u>State of Alaska, DOT&amp;PF</u><br><u>6860 Glacier Hwy.</u><br><u>Juneau, AK 99801-7999</u><br><u>OR Box 112506</u><br><u>Juneau, AK 99811-2506</u> |
| Procurement Officer's Signature: _____  | Date of Issuance: September 11, 2023  |

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| <p><b>TO:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>.....</p> <p>.....</p> <p>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.</p> <p>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 <u>10</u> 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</p> <p>Contract must be complete on or before <u>May 31, 2024</u></p> <p>Contractor's Signature of Acknowledgment: _____ Date : _____</p> |
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STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

### SUBCONTRACTOR LIST

**HNS ADA Improvements- Main St. Handrail; SFHWY00441**

**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,<br>ADDRESS,<br>PHONE NO. | AK BUSINESS LICENSE NO.,<br>CONTRACTOR'S<br>REGISTRATION NO. | SCOPE OF WORK TO<br>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 ADA Improvements- Main St. Handrail; SFHWY00441**

Project Name and Number

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

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

SURETY(IES) (Name and business address):

|                    |           |              |
|--------------------|-----------|--------------|
| <b>A.</b>          | <b>B.</b> | <b>C.</b>    |
| 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)                       | <b>1.</b> | <b>2.</b> | <b>3.</b>      |
| Name(s) & Title(s) (Typed)         | <b>1.</b> | <b>2.</b> | <b>3.</b>      |
| <b>See Instructions on Reverse</b> |           |           | Corporate Seal |

**CORPORATE SURETY(IES)**

|                                |                     |                        |                       |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>SURETY A</b>                | Name of Corporation | State of Incorporation | Liability Limit<br>\$ |
| Signature(s)                   | 1.                  | 2.                     | Corporate<br>Seal     |
| Name(s)<br>& Titles<br>(Typed) | 1.                  | 2.                     |                       |

|                                |                     |                        |                       |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>Surety B</b>                | Name of Corporation | State of Incorporation | Liability Limit<br>\$ |
| Signature(s)                   | 1.                  | 2.                     | Corporate<br>Seal     |
| Name(s)<br>& Titles<br>(Typed) | 1.                  | 2.                     |                       |

|                                |                     |                        |                       |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>Surety C</b>                | Name of Corporation | State of Incorporation | Liability Limit<br>\$ |
| Signature(s)                   | 1.                  | 2.                     | Corporate<br>Seal     |
| Name(s)<br>& Titles<br>(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 ADA Improvements- Main St. Handrail; SFHWY00441**

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 ADA Improvements- Main St. Handrail; SFHWY00441**  
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.

**PROJECT SPECIFICATIONS**

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**HNS ADA IMPROVEMENTS – MAIN ST HANDRAIL**  
**Project No. 00033283/SFHWHY00441**

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## SECTION 101

### DEFINITIONS AND TERMS

**101-1.01 GENERAL.** The following terms and definitions apply in these Specifications. If a term is not defined, the ordinary, technical, or trade meanings for that term shall apply, within the context in which it is used.

Titles and headings of sections, subsections, and subparts are intended for convenience of reference and will not govern their interpretation.

Cited publications refer to the most recent issue, including interim publications, in effect on the date of the Invitation For Quotes, unless specified by year or date.

These Specifications are written to the Bidder or Contractor. Unless otherwise noted, all actions required by the specifications are to be performed by the Bidder, the Contractor, or the Contractor's agent.

Beginning in Division 200 we use imperative mood and active voice to communicate the Contractor's responsibilities in a direct and concise manner. Omission of words or phrases such as "a," "an," "the," "the Contractor shall," "unless otherwise specified," or "unless otherwise directed" is intentional. Interpret the Contract as if they were included.

Beginning in Division 200 whenever anything is, or is to be, done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, determined, designated, directed, disapproved, ordered, permitted, rejected, required, satisfactory, specified, submit, sufficient, suitable, suspended, unacceptable, unsatisfactory, or unsuitable," the expression is to be interpreted as if it were followed by the words "by the Engineer" or "to the Engineer."

#### **101-1.03 DEFINITIONS.**

**CONTRACTOR.** The individual, firm, corporation, joint venture, or any acceptable combination of individuals and entities contracting with the Department for performance of the Contract.

**CONTRACT PRICE.** The total amount payable to the Contractor by the Department under the terms of the Contract.

**ENGINEER.** The authorized representative of the Department's Contracting Officer. The Engineer is responsible for administration of the Contract.

**SCHEDULE OF VALUES.** A document submitted by the Contractor to the Department for approval. The approved document establishes the value of separate work items that comprise the total Contract Price and it serves as a basis for computing progress payments.

**SUBSIDIARY.** Work or material not measured or paid for directly. Compensation for such work is included in the Contract Price.

## SECTION 104

### SCOPE OF WORK

**104-1.01 INTENT OF CONTRACT.** The intent of the Contract is to demolish existing pipe hand rail and install new steel pipe hand rail that conforms to the requirements of the American's with Disabilities Act (ADA).

The Contractor is responsible for the means, methods, techniques, sequence, and procedures of construction, safety, and quality control, and is responsible to perform and furnish the work in accordance with the Contract documents and any applicable federal, state, and local laws, rules, regulations, and ordinances.

#### **104-1.02 CHANGES.**

1. Within Contract Scope. The Engineer may order changes within the general scope of the Contract at any time, and without notice to sureties, including altering, ordering additions to, or ordering deletions of quantities of any item or portion of the work. These changes shall be made by a written Change Order and shall not invalidate the Contract or release the sureties.
  - a. If the changed work does not materially differ in character or cost from specified Contract work, the Contractor shall perform the work at the original Contract Price.
  - b. If the change is materially different in character or cost from that specified in the Contract, a new Contract Item will be established, and an equitable adjustment to Contract price and Contract time shall be calculated by one of the following methods:
    - (1) The Engineer and Contractor agree upon an adjustment to Contract price and Contract time, and the Engineer issues a change order for the described work;
    - (2) The Engineer requires the Contractor to proceed with the described work, with an adjustment to contract price and contract time, calculated by time and materials basis under Subsection 109-1.05, and the Engineer issues a change order for the work. The Contractor shall keep complete daily records of the cost of such work; or
    - (3) The Engineer may issue a unilateral Change Order requiring the Contractor to proceed with the work with an adjustment to the payment amount or Contract time based on the Engineer's estimate of reasonable value. The Contractor shall keep complete daily records of the cost of such work.
  - c. If the Engineer eliminates a Contract item, the Contractor shall accept compensation under Subsection 109-1.09.
2. Outside Contract Scope. Changes determined to be outside the general scope of the Contract shall be made only by Supplemental Agreement issued in accordance with AS 36.30 and the State's procurement regulations. Additional bonding or insurance may be required.
3. Cost and Pricing Data. Before a Change Order or Supplemental Agreement covering work for which there is no established Contract price will be written, the Contractor shall submit detailed cost or pricing data regarding the changed work. The cost or pricing data shall include an itemization of production rates and all costs including labor, materials, and equipment required for the work. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief, accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work. The Contractor shall explain any price deviation from the schedules of values for similar work.

4. Time Analysis. Before a Change Order or Supplemental Agreement that adds or subtracts time from the Contract will be written, the Contractor shall provide an analysis and documentation demonstrating changes to controlling items of work that affect Contract time. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief, accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work.

**104-1.03 DIFFERING SITE CONDITIONS.** If, during the progress of the work, a differing site condition is discovered, the party discovering the differing site condition shall promptly notify the other party in writing of the specific differing conditions. The written notification shall occur before the site is further disturbed and before the affected work is performed. A differing site condition is defined as:

1. Subsurface or latent physical conditions at the site, differing materially from those shown in the Contract documents, that could not have been discovered by a careful examination of the site; or
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

When the Contractor is the discovering party, failure of the Contractor to give the Engineer prompt written notice of the alleged differing site condition as required under this section constitutes a waiver of any future claim arising from or relating to the alleged differing site condition.

Unless otherwise directed by the Engineer, the Contractor shall leave the affected area undisturbed and suspend work in that area until the Engineer investigates the conditions.

The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted. If the Engineer finds that such conditions differ materially and increase or decrease the cost of, or the time required for, performance of the Contract, the Engineer will prepare a Change Order for an Equitable Adjustment to the Contract. The Contractor shall cooperate with the Engineer's preparation of the Change Order, and submit data for actual costs and time to perform differing site work according to Subsection 104-1.02.

The Change Order will provide an equitable adjustment to Contract price and Contract time, as agreed, to perform the work under a differing site condition. The Change Order will not include expected reimbursement, or anticipated profits suffered or claimed, for the work affected by the differing site condition.

If the Contractor and the Engineer are unable to reach an agreement concerning the alleged differing site condition, the Contractor may file a claim under Subsection 105-1.17.

The Contractor shall keep accurate and detailed records of the actual cost of the work done as a result of the alleged differing site condition and shall allow the Engineer access to those records. Failure to keep records, to provide the Engineer with access to those records, or to give the notice required above will bar any recovery for the alleged differing site condition.

## SECTION 105

### SCOPE OF WORK

**105-1.01 AUTHORITY OF THE ENGINEER.** The Engineer has immediate charge of the engineering details of the project and is responsible for Contract administration. The Engineer has authority to reject defective material and suspend work not performed in accordance with the Contract. The Engineer has authority to accept completed work, issue Directives, Interim Work Authorizations, and Change Orders, and recommend Contract payments.

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

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

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

The Engineer may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business. The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor.

**105-1.02 PLANS AND WORKING DRAWINGS.** The Department furnished Plans provide schematic pipe hand rail details and dimensions to assist the Contractor in developing a bid in response to this solicitation.

The Contractor shall supplement the Plans with working drawings that include all details that may be required to adequately control the work based on field verified conditions and that are not included in the Plans furnished by the Department. The Contractor shall not perform work or order materials until the working drawings for such work, or for changes, are approved by the Engineer. The Engineer's approval of working drawings or changes shall not be deemed a determination that the working drawings or changes comply with federal, state or local laws, rules, regulations, or ordinances. It is Contractor's duty to insure the working drawings comply with the Contract and any applicable federal, state or local laws, rules, regulations, and ordinances.

The Contractor shall submit to the Engineer for approval any required preliminary detail or working drawings. The project name and number shall be stated in the title block for all drawings. The Contractor shall submit drawings in either an electronic or paper format that is acceptable to the Engineer. When paper copies are submitted, provide three sets.

The Contractor shall submit drawings to the Engineer in time to allow for review and correction before beginning the work detailed in the drawing. The Engineer shall return one set of these drawings, either approved or marked with correction to be made, and shall retain the other sets. The Engineer's approval of working drawings does not change the Contract requirements or release the Contractor of the responsibility for successful completion of the work.

The Contractor is responsible for the accuracy of dimensions and details and for conformity of the working drawings with the Plans and Specifications. The Contractor shall indicate clearly on the working drawings any intended deviations from the Plans and Specification and itemize and explain each deviation in the Contractor's transmittal letter. The Engineer may order the Contractor to comply with the Plans and Specifications at the Contractor's sole expense if the approved working drawings deviate from the Plans and Specifications and the Contractor failed to itemize and explain the deviations in the Contractor's transmittal letter.

Once the Contractor receives approval of the working drawings, the Contractor shall furnish to the Engineer:

1. Enough copies to provide eight approved sets of prints
2. An electronic file in AutoCAD drawing interchange format (.DXF).

The Contractor shall include the cost of furnishing all working drawings in the Contract price.

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

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

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

**105-1.05 COOPERATION BY CONTRACTOR.** The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Engineer, Department staff, and other contractors in every way possible.

Either the Contractor's Superintendent or an acting Superintendent with authority to represent and act for the Contractor shall be available within the proximity of the project whenever work is occurring. The Contractor shall employ, as its agent, a competent superintendent thoroughly experienced in the type of work being performed and capable of reading and thoroughly understanding the Plans and Specifications. The Contractor shall provide 24-hour contact information for the Superintendent. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Engineer, to supervise workers and to coordinate the work of subcontractors. The Contractor shall give the superintendent full authority to supply the resources required. The Contractor shall furnish superintendence regardless of the amount of work sublet.

**105-1.08 SURVEY CONTROL.** The Contractor shall provide all horizontal and vertical survey control required to complete the work.

**105-1.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work that does not conform to the requirements of the Contract shall be deemed unacceptable by the Engineer, unless otherwise determined acceptable under Subsection 105-1.03. The Contractor shall correct, or remove and replace, work or material that the Engineer deems unacceptable, as ordered by the Engineer and at no additional cost to the Department.

The Contractor shall establish necessary lines and grades before performing work. Work done before necessary lines and grades are established, work done contrary to the Department's instructions, work done beyond the limits shown in the Contract, or any extra work done without authority, will be considered

as unauthorized and shall not be paid for by the Department, and may be ordered removed or replaced at no additional cost to the Department.

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

**105-1.15 PROJECT COMPLETION.** The Contractor shall notify the Engineer, in writing, upon substantial completion of all work provided for under the Contract. The Engineer will then schedule and conduct the final inspection. If the inspection discloses that any work is incomplete or unsatisfactory, the Engineer will give the Contractor a list of work items that must be completed or corrected to reach substantial completion and to reach final completion. The Contractor shall promptly complete or correct any work determined unsatisfactory by the final inspection and request a re-inspection.

The Engineer will identify the date of substantial completion in a letter of substantial completion. The letter of substantial completion will relieve the Contractor of further maintenance responsibility of the completed work. The letter of substantial completion will not stop Contract time or relieve the Contractor of the obligation to fully complete the work as required by the Contract specifications.

When all physical work and cleanup provided for under the Contract is found to be complete the Engineer will issue a letter of project completion. Project completion stops the Contract time, but does not relieve the Contractor of any other Contract obligations.

**105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION.** The Department will issue the letter of Final Acceptance after all of the following:

1. Project completion;
2. Receipt of all certificates, as-builts, warranties, and other required documents;
3. Receipt of the Contractor's Release, with no exceptions;
4. Certification of payment of payroll and revenue taxes by DOLWD and State Department of Revenue; and
5. Final payment under the Contract.

Final Acceptance will release the Contractor from further Contract obligations, except those:

1. Specified under Subsection 107-1.19;
2. Required by law or regulation; or
3. Continuing obligations established by provisions of this Contract, such as warranty, guaranty, indemnity, insurance, or bond.

The Contractor and the subcontractors shall maintain all books and records relating to performance of the Contract for three years after the date of final payment of the Contract and each subcontract.

**105-1.17 CLAIMS.** The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of Contract time or of any dispute regarding a question of fact or interpretation of the Contract. The Engineer has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract time unless the Contractor notifies the Engineer in a timely manner of all facts the Contractor believes form the basis for the claim.

If the Contractor believes that he is entitled to an extension of Contract time, the Contractor must state the contract section on which the extension request is based, provide the Engineer with sufficient information to demonstrate that the Contractor has suffered excusable delay, and show the specific amount of time to which the Contractor is claiming entitlement. The Department will not grant an extension of Contract Time if the Contractor does not timely submit revised schedules in accordance with Subsection 108-1.03.

If the basis of claim or dispute is not resolved by agreement within seven days of the date the Engineer is notified by the Contractor, the Contractor shall within the next fourteen days submit a Contractor Intent to Claim (Form 25D-18) to the Engineer. Failure to submit a Contractor Intent to Claim as required under this section constitutes a waiver of any future claim arising from or relating to the alleged act or occurrence.

If the Contractor believes additional compensation or time is warranted, the Contractor shall immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred, and shall give the Engineer access to any such records and furnish the Engineer copies, if requested. Equipment costs must be based on the Contractor's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the Department for additional time, compensation or both, the contractor must establish actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permitted. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the Department.

The Contractor shall submit a written claim to the Contracting Officer within 90 days after the date the Contractor became aware of the basis of the claim or should have known of the basis of the claim, whichever is earlier. Any Claim not filed within this 90-day period will be deemed irrevocably waived by the Contractor, regardless of whether the requested relief is sought for the ultimate benefit of the Contractor or its subcontractor(s). The Contracting Officer will issue a written acknowledgement upon receipt of the claim.

The Contractor waives any right to claim if the Engineer was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

1. The written Claim must include all of the following:
  - a. The act, event, or condition giving rise to the claim;
  - b. The Contract provisions that apply to the claim and that provide for the requested relief;
  - c. The item or items of Contract work affected and how they were affected;
  - d. The specific relief requested, including Contract time if applicable, and the basis upon which it was calculated;
  - e. Revised progress schedules under Subsection 108–1.03; and
  - f. A certification signed by the Contractor that to the best of the contractor's knowledge and belief, the data submitted is accurate, complete, and current and is the actual cost to the contractor or additional time for performing the additional work or supplying the additional materials.
2. The claim, in order to be considered, must show:
  - a. That the Contractor suffered damages or delay;
  - b. The damages or delay were caused by the act, event, or condition listed in the claim; and
  - c. That the Contract entitled the Contractor for relief due to the act, event, or condition specified in the Claim.

The Department may request the Contractor to provide additional information relating to the claim at any time before issuing a decision. The Contractor shall provide the Department with the requested additional information within 30 days of receiving a request. Failure to furnish the additional information may be regarded as a waiver of the claim.

The Contracting Officer will issue a decision within 90 days of receipt of all information relating to the claim. The time for the Contracting Officer to issue a decision may be extended in accordance with AS 36.30.620.

The Contracting Officer's decision is final and conclusive unless the Contractor delivers a notice of appeal to the Commissioner within 14 days of receipt of the decision. The Contractor shall also serve a copy of the notice of appeal on the Contracting Officer.

Appeals from a Contracting Officer's decision shall be decided in accordance with the State Procurement Code's appeal procedures, including AS 36.30.625, AS 36.30.627, AS 36.30.630, and AS 36.30.631.

Criminal and civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the Contractor if the Contractor makes or uses a misrepresentation in support of a claim, or defrauds or attempts to defraud the Department at any stage of prosecuting a claim under this Contract.

## SECTION 106

### CONTROL OF MATERIALS

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the Department. The Contractor shall supply materials that are new and that meet Contract requirements.

The Contractor shall notify the Engineer of proposed sources of materials at least 30 days before shipment, and shall submit to the Engineer and to the Department's State Materials Engineer a complete list of materials to be purchased from suppliers sufficiently in advance of fabrication or shipment to permit the Department to inspect the materials.

The Department's inspectors may inspect any materials, including those originating outside Alaska, at the supply source or other locations. Materials may be conditionally approved at the supply source or other location, but are subject to field inspection and may be ordered removed under Subsection 105-1.11 if they do not conform to Contract requirements. Inspectors are authorized to reject materials that do not conform to specifications. Inspectors will report their actions to the Engineer.

The Engineer may authorize the use of materials based on a certificate of compliance, see Subsection 106-1.05. Materials incorporated into the project on the basis of a certificate of compliance may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11.

The Engineer may authorize the use of materials listed in the Department's Qualified Products List. Materials incorporated into the project on the basis of the Qualified Products List may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11.

The Contractor may request substitution of specified materials with equivalent materials. Requests for substitution shall be submitted to the Engineer, and shall include a manufacturer's statement that certifies, for each lot delivered:

1. Conformance to the specified performance, testing, quality or dimensional requirements; and
2. Suitability for the use intended in the Contract work.

The Engineer will determine the acceptability of a proposed substitute for use in the project. If a substitute is approved, a Change Order will be executed. The Department is never required to accept substitution. The Contractor shall not incorporate substitute materials into the project without written approval from the Engineer. The Engineer may test substitute materials at any time, whether in place or not, and, if the substitute materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11

On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, including any future amendments thereto that are applicable to the project.

By submitting a bid or by execution of the contract, the Contractor certifies that 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 further certifies that it has complied with the requirements of 2 CFR 200.216 and that it will continue to do so throughout the term of the Contract.

**BUY AMERICA PROVISION.** On projects using federal funds, the Contractor shall comply with the requirements of Public Law No. 117-58, Sections 70901-52 and 23 CFR 635.410, Buy America requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate (Form 25D-60), the Contractor shall submit an updated Material Origin Certificate (Form 25D-60). All construction materials, steel products and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of construction materials, steel products and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

The Contractor shall ensure that all manufacturing processes for each covered product comply with this Buy America Provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and debarment.

Provide a Certificate of Buy America Act Compliance Form 25D-62 from the supplier for each construction material, steel product, or iron product and each component that is manufactured predominantly of steel or iron, prior to incorporating any construction material, steel products, iron products or any components manufactured predominantly of steel or iron into the project. The supplier certifying Form 25D-62 may be the original manufacturer, fabricator, vendor, contractor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with the certification statement on the form. Provide mill certificates when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

Buy America does not apply to construction materials, steel products, and iron products brought to the construction site and removed at or before the completion of the project. Further, it does not apply to construction materials, steel products, and iron products which remain in place at the Contractor's convenience.

The North American Free Trade Agreement (NAFTA) does not apply to the Buy America requirement. There is a specific exemption within NAFTA (article 1001) for grant programs such as the Federal-aid highway program.

#### Construction Materials

A construction material includes an article, material, or supply other than

1. an item of primarily iron or steel;
2. a manufactured product;
3. cement and cementitious materials;
4. aggregates such as stone, sand, or gravel;
5. or aggregate binding agents or additives

– that is or consists primarily of

1. Non-ferrous metals;

2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
3. Glass (including optic glass);
4. Lumber; or
5. Drywall.

For construction materials, manufactured in the United States means the final manufacturing process and the immediately preceding manufacturing stage were undertaken in the United States.

An item that consists of two or more construction materials combined together through a manufacturing process, and items that include at least one construction material combined with another material through a manufacturing process, will be treated as a manufactured product instead of a construction material. Manufactured products that are not predominantly steel or iron are not subject to Buy America requirements.

### Steel and Iron Products

“Manufactured in the United States” means all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must be undertaken in the United States. The definition of “manufacturing process” is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the requirements of Section 106-1.01, Buy America Provision and of the Buy America Act.

Buy America does not apply to iron ore, pig iron, and processed, pelletized and reduced iron ore.

When steel and iron products manufactured in the United States are shipped to a foreign country where non steel or iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this subsection.

**106-1.03 TESTING AND ACCEPTANCE.** Materials are subject to inspection and testing by the Department at any time before, during, or after they are incorporated into the project. Use of untested materials is at the Contractor's risk. The Contractor shall remove and replace unacceptable material according to Subsection 105-1.11.

1. Quality Control. The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract Specifications. Quality control is subsidiary to the applicable items. The Contractor shall perform quality control as follows:

- a. Submit a Quality Control Plan within 15 days after the date of the Notice to Proceed. Include, for each item being produced, the methods to be used for sampling and testing, the proposed testing frequency, personnel qualifications, and equipment descriptions. Include the use of control charts, chart update frequency, chart posting location, and criteria for corrective action.
- b. Sample materials during manufacturing or processing and perform quality control tests, as needed, to ensure materials produced conform to the Contract Specifications. Document quality control tests and make them available to the Engineer on a daily basis.
- c. Sample and test according to test methods required in the Specifications.

**106-1.04 PLANT INSPECTION.** The Department may periodically inspect manufacturing methods, manufactured lots and materials at the source of production. The Department may approve, conditionally approve, or reject them.

The Contractor shall:

1. Notify the Department of the production and fabrication schedule at least 30 days before beginning work on any item requiring inspection, and notify the Department 48 hours before beginning production or fabrication;
2. Give the inspector full and safe access to all parts of the plant used to manufacture or produce materials; and
3. Cooperate fully and assist the inspector during the inspection.

Materials may be rejected if the Department requests a plant inspection and the materials are produced or fabricated without a plant inspection. The materials may be tested at any time before final acceptance, whether in place or not, and whether approved at a plant inspection or not. If the materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11. If rejected materials are incorporated into the project, the Department may require those materials to be removed and replaced at the Contractor's expense under Subsection 105-1.11.

**106-1.05 CERTIFICATES OF COMPLIANCE.** The submittal requirements of this subsection are in addition to the submittal requirements of 106-1.01 Buy America Provision. The Engineer may authorize the use of certain materials or assemblies based on either a manufacturer's certification or based on a Contractor's summary sheet with applicable documentation attached.

1. If by manufacturer's certification, the certificate must include the project name and number, the signature of the manufacturer, and must include information that clearly demonstrates the material or assembly fully complies with the Contract requirements.
2. If by Contractor's summary sheet, the summary sheet must include the project name and number, the signature of the contractor, and must include attached documentation that clearly demonstrates the material or assembly fully complies with the Contract requirements.

Electronic submittals that are submitted by email from the Contractor's email account are considered signed by the Contractor.

The Contractor shall submit additional certificates of compliance or test data if required by the Contract or by the Engineer. The Engineer may refuse permission to incorporate materials or products into the project based on a certificate of compliance that does not meet the Contract requirements.

**106-1.06 STORAGE OF MATERIALS.** Materials shall be stored to preserve their quality and fitness for the work, and so they can be readily inspected. Materials inspected before storage may be inspected again, before or after being incorporated into the project. The Contractor shall:

1. Use only approved portions of the project site for storage of materials and equipment or plant operations;
2. Provide any additional space needed for such purposes without extra compensation;
3. Restore Department-owned or controlled storage and plant sites to their original condition without extra compensation;
4. Obtain the landowner's or lessee's written permission before storing material on private property, and furnish copies of the permission to the Engineer, if requested; and
5. Restore privately owned or leased storage sites, without extra compensation from the

Department, to their original condition or as agreed to between the Contractor and the private owner.

**106-1.08 SUBMITTAL PROCEDURE.** The Contractor shall submit materials (product) information to the Engineer for review, as required by the Contract. The Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review all submittals. The Contractor may request additional time for submittals before the end of the 15 days by providing a submittal schedule listing each submittal requiring additional time with its anticipated submittal date.

Each submittal shall include a Submittal Summary sheet. The Contractor shall sign submittals and submit them to the Engineer. Electronic submittals that are submitted by email from the Contractor's email account are considered signed. The Department will return submittals to the Contractor as either: approved, conditionally approved with the conditions listed, or rejected with the reasons listed. The Contractor may resubmit a rejected submittal to the Engineer with more information or corrections. The Department's approval of a submittal in no way relieves the Contractor of its responsibility for the means, methods, techniques, sequence, and procedures of construction, safety, and quality control.

The Contractor shall be responsible for timely submittals. Failure by the Department to review submittals within 30 days or as otherwise provided in the applicable subsection may be the basis for a request for extension of Contract time but not for additional compensation.

Payment for a specific contract item will not be made until the Department has received the approved all required submittals for that specific contract item.

When material invoices, freight bills, and mill certificates are submitted, they shall provide sufficient information for the Engineer to identify: the date, supplier and origin of invoice (bill, certificate); project name and number where material will be incorporated; manufacturer, product number, quantity, cost and bid item.

## SECTION 107

### LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

**107-1.01 LAWS TO BE OBSERVED.** The Contractor shall keep fully informed of, observe, and comply with all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, that in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work.

The Contractor and the Surety shall defend, indemnify, and hold harmless the State and its representatives against any claim or liability related to violations of any laws, regulations or decrees by the Contractor, the Contractor's agents, the Contractor's employees, a subcontractor at any tier, or a supplier or service provider.

The Contractor has the affirmative duty to keep informed of and comply with all laws. The Contractor is not entitled to and shall not rely on any Department employee's interpretation, whether oral or written, of any law, ordinance, or regulation.

The Contractor is responsible for conspicuously displaying required posters in an area readily accessible to workers. Posters may be placed at the Contractor's offices, staging area, construction yard, or other areas.

1. For wholly state-funded projects, display all posters listed on the Department of Labor and Workforce Development website at <http://www.labor.alaska.gov/lss/posters.htm>.
2. On projects using federal funds, display posters required by law or funding agency including posters listed on the FHWA website <http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>.

**107-1.02 PERMITS, LICENSES, AND TAXES.** The terms, conditions, and stipulations in permits obtained either by the Department or by the Contractor are made a part of this Contract. Permits obtained by the Department for this project are attached to these Specifications as appendices. Contact names and phone numbers for permits obtained by the Department are shown on the individual permits.

The Department will:

1. Secure permits and licenses that the Department determines are required for the construction of the proposed project, and the use of mandatory sources, designated sources and designated material disposal areas for the proposed project; and
2. Modify Department-acquired permits during the performance of the Contract, if deemed necessary by the Engineer.

The Contractor shall:

1. Acquire any permits and licenses required to complete the project that are not acquired by the Department;
2. Provide qualified professionals to collect data or perform studies necessary to acquire permits for the use of sites not previously permitted;
3. Give all notices required for the prosecution of the work;
4. Abide by all permits and licenses whether acquired by the Department or by the Contractor;
5. Notify the Engineer promptly if any activity cannot be performed as specified in the permits, and cease conducting the activity until permit modifications or any required additional permits are obtained;

6. Obtain modifications to permits acquired by the Contractor;
7. Pay all charges, fees and taxes;
8. Provide proof of payment of all taxes before the Department makes final payment; and,
9. Provide the information necessary to comply with the Alaska Department of Environmental Conservation, Alaska Pollutant Discharge Elimination System (APDES) to discharge stormwater from the construction site. Requirements for this permit are given under Section 641, Erosion, Sediment, and Pollution Control.

The provisions of permits acquired by the Contractor, and of notices and information under this section does not shift or create responsibility for compliance with Federal or State law to the Department, or otherwise impose a duty for oversight or review.

In addition, before using an area on or off project site not previously permitted for use by the Contract, the Contractor shall:

1. Contact all government agencies having possible or apparent permit authority over that area;
2. Obtain all required permits, clearances, and licenses from those agencies;
3. Obtain permission from any property owners or lessees with an interest in the property; and
4. Provide all of the following to the Engineer:
  - a. All permits or clearances necessary to use the site for its intended purpose(s);
  - b. A written statement that all permits or clearances necessary have been obtained;
  - c. Written evidence that the Contractor has contacted all of the relevant agencies and that no additional permits are required on the part of the Contractor, including at a minimum the name of the agency and staff person contacted, the date contacted, and result of coordination; and
  - d. A plan that identifies how the site will be finally stabilized and protected.

The Engineer may reject a proposed site if the Contractor fails to provide any of the above information or to demonstrate that a proposed site can be finally stabilized to eliminate future adverse impacts on natural resources and the environment.

**107-1.03 PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contractor employs any design, device, material, or process covered by patent, trademark, or copyright, the Contractor shall obtain and provide the Engineer with a copy of a suitable legal agreement with the patentee or owner.

The Contractor and the Surety shall defend, indemnify, and hold harmless the State and its representatives and any affected third party or political subdivision from any claim, cause of action, and damages for infringement arising from or relating to the Contractor's use of a patented design, device, material, process, trademark, or copyright.

**107-1.04 WAGE RATES.** The Contractor and all subcontractors shall pay the current prevailing rate of wages as per AS 36.05.010 and this Contract. On federally funded projects the Contractor and all subcontractors shall pay the higher of the appropriate wage rates published by the Alaska Department of Labor and the U.S. Department of Labor, for each individual job classification. The Contractor and all subcontractors shall file certified payroll with the Alaska Department of Labor and Workforce Development (DOLWD) and with the Engineer for all work performed on the project. Submit signed and certified payrolls electronically to the DOLWD and the Engineer.

Before beginning work the Contractor shall file a Notice of Work with DOLWD and pay all required fees. After finishing work the Contractor shall file a Notice of Completion with DOLWD and pay all additional fees required by increases in the Contract amount.

**107-1.05 FEDERAL AID PROVISIONS.** When the United States government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations applicable to the project.

The Contractor shall allow appropriate federal officials access to inspect the work. The federal government is not a party to the Contract. Federal inspections will not form the basis for any claim for interference with the rights of the Contract parties.

**107-1.06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain neat and sanitary accommodations for employees that meet all federal, state and local requirements.

The Contractor shall comply with federal, state, and local laws, rules, and regulations concerning construction safety and health standards, including U.S. Mine Safety and Health Administration rules when the project includes pit or quarry operations.

The Contractor shall not expose the public to, or require any workers to work under, conditions that are unsanitary, hazardous, or dangerous to health or safety.

The Contractor is responsible for ensuring all workers are adequately protected. The Contractor shall have a safety and health management program that complies with AKOSH requirements, and includes:

1. A worksite hazard analysis;
2. A hazard prevention and control plan including personal protective equipment and safe work procedures required for specific tasks;
3. New employee training and periodic worker training regarding safety and health;
4. Regular safety meetings with written documentation of attendance, safety topics discussed, worker safety complaints, and corrective actions taken; and
5. A designated safety officer, employed by the Contractor, who monitors the construction site and is responsible for implementing the safety and health management program.

The Contractor and Surety shall defend, indemnify and hold harmless the State of Alaska from all claims, causes of action and judgments arising from or relating to the Contractor's failure to comply with any applicable federal, state or local safety requirement, regulation or practice, whether or not listed above.

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

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

The Engineer will issue an appropriate Change Order if the Engineer orders suspension of the Contractor's operations or orders the Contractor to perform extra work in order to protect an archaeological or historical find.

**107-1.09 CONSTRUCTION OVER OR ADJACENT TO WATERS.** The Contractor shall fully comply with all laws, regulations and permits issued by agencies of the United States and the State of Alaska when working in, over or adjacent to wetlands, tidelands, anadromous fish streams, eagle nests, navigable waters, or coastal waters.

The Contractor shall ensure that all work in, over or adjacent to navigable waters is conducted so that free navigation of the waterways is not obstructed and that existing navigable depths are not impaired, except as allowed by the U.S. Coast Guard and the U.S. Army Corps of Engineers.

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

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

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

**107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.**

1. Restoring Areas. Areas used by the Contractor, including haul routes, shall be restored to their original condition after the Contractor's operations are completed. The original condition of an area shall be determined as follows: Prior to commencement of operations, the Engineer and the Contractor shall inspect each area and haul route that will be used by the Contractor and take photographs to document their condition. After construction operations are completed, the condition of each area and haul route will be compared to the earlier photographs. Prior to demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that all costs associated with repairs shall be subsidiary to other items of work and will not be paid for directly.
2. Material Disposal Sites. Offsite disposal areas may be at locations of the Contractor's choice, provided the Contractor obtains written permission from the land owner for such disposal and a waiver of all claims against the State for any damage to such land which may result therefrom, together with all permits required by law for such disposal. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before commencing work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer prior to use of the sites.
3. Property marks. The Contractor shall:
  - a. Be responsible for and protect from disturbance all land monuments and property marks until the Engineer has approved the witnessing or otherwise referenced their locations; and
  - b. Not move such monuments or marks without the Engineer's approval.
4. Damage to property. The Contractor shall:
  - a. Be responsible for all damage to public or private property resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work;
  - b. Be responsible for all damage to public or private property resulting from defective work or materials at any time, before, during, or after project completion; and

- c. Restore all such damaged property to a condition similar or equal to that existing before the damage occurred, at no additional cost to the Department.
5. Protection of natural resources. The Contractor shall:
  - a. Conduct work in a manner that minimizes disturbance to and protects natural resources in compliance with all federal, state, and local laws and regulations;
  - b. When working near designated wetlands, as defined by the Corps of Engineers, place no fill, nor operate equipment outside the permitted area; and,
  - c. When working in or near designated anadromous fish streams, as defined by AS 41.14.840 and AS 41.14.870, place no fill or dredge material, nor operate equipment, within or on the banks of the stream (including fording) except as permitted by the State Fish Habitat Permit issued for the project.
6. Hazardous materials. Hazardous materials include but are not limited to petroleum products, oils, solvents, paints, lead based paints, asbestos, and chemicals that are toxic, corrosive, explosive, or flammable. Except as otherwise specified in this Contract, the Contractor shall:
  - a. Not excavate, nor use for fill, any material at any site suspected of or found to contain hazardous materials or petroleum fuels;
  - b. Not raze and remove, or dispose of structures that contain asbestos or lead-based paints;
  - c. Not stockpile, nor dispose of, any material at any site suspected of or found to contain hazardous materials or petroleum;
  - d. Report immediately to the Engineer any known or suspected hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project;
  - e. Report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery; and,
  - f. Handle and dispose of hazardous material with properly trained and licensed personnel who follow an approved Hazardous Material Control Plan as per Section 641.
7. Protected areas. The Contractor shall not use land from any park, recreation area, wildlife or waterfowl refuge, or any historical site located inside or outside of the project limits for excess fill disposal, staging activities, equipment or material storage, or for any other purposes unless permitted by the Contract or unless all permits and clearances necessary for such work have been obtained by the Contractor as detailed in Subsection 107-1.02.
8. Solid waste. The Contractor shall remove all debris, trash, and other solid waste from the project site as soon as possible and in accordance with the Alaska Department of Environmental Conservation Solid Waste Program.

**107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify, hold harmless, and defend the State of Alaska and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Department's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

**107-1.14 OPENING SECTIONS OF THE PROJECT TO TRAFFIC.** The Engineer may, at their discretion, order the Contractor to open sections of the work to traffic prior to completion of the entire project. Openings under this section shall not constitute (a) acceptance of the opened sections or any other part of the work or (b) a waiver of any other provision of the Contract.

The Engineer may establish a time period for completing any features of the opened section of work that are behind schedule.

The Contractor shall:

1. Maintain the opened portions of the work without additional compensation;
2. Perform all necessary repairs or renewals on the opened sections of the work without additional compensation; and
3. Conduct the remainder of the work with minimum interference to traffic.

**107-1.15 CONTRACTOR'S RESPONSIBILITY FOR WORK.** The Contractor shall be responsible for implementing all preventative measures necessary to protect, prevent damage, and repair damage to the work from all causes at no additional cost to the Department. This duty continues from the date construction begins until the date specified in a letter of Substantial Completion.

The Contractor shall rebuild, repair, restore, and make good all losses or damages to any portion of the work including that caused by vandalism, theft, accommodation of public traffic, and weather. The Department will only be responsible for loss or damage due to unforeseeable causes beyond the control of and without the Contractor's fault or negligence, such as Acts of God, the public enemy, and governmental authorities.

In case of suspension of work from any cause, the Contractor shall take such precautions as may be necessary to prevent damage to the work or facilities affected by the work. This will include providing for drainage and erecting any necessary temporary structures, signs, or other facilities and maintaining all living material such as plantings, seedings, and soddings.

**107-1.17 FURNISHING RIGHT-OF-WAY.** The Department will secure all necessary right-of-way or property in advance of construction. Any exceptions will be indicated in the Contract.

**107-1.18 PERSONAL LIABILITY OF PUBLIC OFFICIALS.** There shall be no liability upon the Engineer and their authorized representatives, either personally or as officials of the state, in carrying out any of the provisions of this Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters the Engineer and their authorized representatives act solely as agents and representatives of the State. The Contractor shall bring no suit related to or arising under this Contract naming as defendants any State officer, employee or representative in either their personal or official capacities, and shall include a prohibition to that effect in all subcontracts entered into for this Project.

**107-1.19 NO WAIVER OF LEGAL RIGHTS.** The Department shall not be precluded nor estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The Department shall not be precluded nor estopped, notwithstanding any measurement, estimate, or certificate and payment, from recovering from the Contractor or the Contractor's Sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Department, or by any representative of the Department, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken

by the Department, shall operate as a waiver by the Department of any portion of the Contract or of any right of the Department to damages. A waiver by the Department of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

**107-1.20 GRATUITY AND CONFLICT OF INTEREST.** The Contractor shall not extend any loan, gratuity, or gift of money of any form whatsoever to any employee of the Department, nor will the Contractor rent or purchase any equipment or materials from any employee of the Department or to the best of the Contractor's knowledge from any agent of any employee of the Department. The Contractor shall execute and furnish the Department an affidavit certifying that the Contractor has complied with this section before final acceptance.

## SECTION 108

### PROSECUTION AND PROGRESS

**108-1.01 SUBCONTRACTING OF CONTRACT.** The Contractor shall submit a Contractor Self Certification for each Subcontractor and each Lower Tier Subcontractor, Form 25D-042, before the Contractor or any subcontractor subcontracts, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract. The Department has authority to review subcontracts and to deny permission to subcontract work. The Department may penalize the Contractor for false statements or omissions made in connection with Form 25D-042.

The Contractor shall perform, with the Contractor's own organization, work amounting to at least 30 percent of the difference between the original Contract price and the price of designated Specialty Items. For the purpose of this Subsection, work is defined as the dollar value of the services, equipment, materials, and manufactured products furnished under the Contract. The Engineer will determine the value of the subcontracts based on Contract unit prices or upon reasonable value, if entire items are not subcontracted.

The Department's consent to the subcontracting, sale, transfer, assignment, or disposal of all or a part of the Contract shall not relieve the Contractor and the Surety of responsibility for fulfillment of the Contract or for liability under the bonds regardless of the terms of the transfer or sublet approvals.

1. The Contractor shall ensure that for all subcontracts (agreements):
  - a. The Department is furnished with one completed Contractor Self Certification, Form 25D-042, for each subcontract.
  - b. The subcontractors have submitted a Bidder Registration, Form 25D-6.
  - c. The required prompt payment provisions of AS 36.90.210 are included in all subcontracts:
  - d. A clause is included requiring the Contractor to pay the subcontractor for satisfactory performance according to AS 36.90.210 and within eight working days after receiving payment from which the subcontractor is to be paid;
  - e. A clause is included requiring the Contractor to pay the subcontractor interest, according to AS 45.45.010(a), for the period beginning the day after the required payment date and ending on the day payment of the amount due is made:
  - f. A clause is included requiring the Contractor to pay the subcontractor all retainage due under the subcontract, within eight working days after final payment is received from the Department, or after the notice period under AS 36.25.020(b) expires, whichever is later;
  - g. A clause is included requiring the Contractor to pay interest on retainage, according to AS 36.90.250 and AS 45.45.010(a):
  - h. Other required items listed in the Contractor Self Certification Form 25D-042, including but not limited to Form 25D-55H, are included in the subcontracts;
  - i. The subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file signed and certified payrolls with the Engineer and DOLWD for all work performed on the project; and
  - j. Upon receipt of a request for more information regarding subcontracts, the requested information is provided to the Department within 5 calendar days.
2. The Contractor shall ensure that for all lower tier subcontracts (agreements between subcontractors and lower tier subcontractors):

- a. The Department is furnished with one completed Contractor Self Certification, Form 25D-042, for each lower tier subcontract;
  - b. The required prompt payment provisions of AS 36.90.210 are included in all lower tier subcontracts;
  - c. A clause is included requiring the subcontractor to pay the lower tier subcontractor for satisfactory performance according to AS 36.90.210, and within eight (8) working days after receiving payment from which the subcontractor is to be paid;
  - d. A clause is included requiring the subcontractor to pay the lower tier subcontractor interest, according to AS 45.45.010(a), for the period beginning the day after the required payment date and ending on the day payment of the amount due is made;
  - e. A clause is included requiring the subcontractor to pay the lower tier subcontractor all retainage due under the subcontract, within eight working days after final payment is received, or after the notice period under AS 36.25.020(b) expires, whichever is later;
  - f. A clause is included requiring the subcontractor to pay the lower tier subcontractor interest on retainage, according to AS 36.90.250 and AS 45.45.010(a);
  - g. Other required items listed in Form 25D-042, including but not limited to Form 25D-55H, are included in the lower tier subcontracts;
  - h. The lower tier subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file signed and certified payrolls with the Engineer and DOLWD for all work performed on the project; and
  - i. Upon receipt of a request for more information regarding lower tier subcontracts, the requested information is provided to the Department within 5 calendar days.
3. The following will be considered as subcontracting, unless performed by the Contractor:
- a. Roadside Production. Roadside production of crushed stone, gravel, and other materials with portable or semi-portable crushing, screening, or washing plants set up or reopened in the vicinity of the project to supply materials for the project, including borrow pits used exclusively or nearly exclusively for the project.
  - b. Temporary Plants. Production of aggregate mix, concrete mix, asphalt mix, other materials, or fabricated items from temporary batching plants, temporary mixing plants, or temporary factories that are set up or reopened in the vicinity of the project to supply materials exclusively or nearly exclusively for the project.
  - c. Hauling. Hauling from the project to roadside production, temporary plants, or commercial plants, from roadside production or temporary plants to the project, from roadside production or temporary plants to commercial plants, and all other hauling not specifically excluded in this subsection.
  - d. Other Contractors. All other contractors working on the project site under contract with the Contractor are considered subcontractors unless specifically excluded in this subsection.
4. The following will not be considered as subcontracting, but the Contractor shall comply with the prompt payment provisions of AS 36.90:
- a. Commercial Plants. The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mixed concrete, asphalt paving mix, and any other material or fabrication produced at and furnished from established and recognized commercial plants that sell to both public and private purchasers.

- b. Hauling. Delivery of materials from a commercial plant to a different commercial plant, and delivery from a commercial plant to the project site by vehicles owned and operated by the commercial plants or by commercial freight companies that have a contract with the commercial plant. Commercial freight companies are trucking or hauling companies that deliver multiple types of materials to multiple clients, both public and private, on an established route and on a recurrent basis.
  - c. Contractors' General Business. Work within permanent home offices, branch plants, fabrication plants, tool yards, and other establishments that are part of a contractor's or subcontractor's general business operations.
5. Owner-Operators. Hauling of materials for the project by bona fide truck owner-operators who are listed as such on the signed and certified payroll of the Contractor or approved subcontractor is not considered subcontracting for purposes of AS 36.30.115.

The Contractor shall ensure that the required prompt payment provisions of AS 36.90.210 are included in contracts with owner-operators.

The Contractor shall collect and maintain at the project site current and valid copies of the following to prove that each trucker listed is a bona fide owner-operator:

- a. Alaska Driver's License with appropriate CDL class and endorsements;
- b. Business license for trucking with supporting documents that list the driver as the business owner or corporate officer; and,
- c. Documents showing the driver's ownership interest in the truck, including copies of:
  - (1) Truck registration; and
  - (2) Lease (if truck is not registered in driver's name or in the name of the driver's company).

The Contractor shall maintain legible copies of these records for a period of at least three years after final acceptance of the project.

Owner-operators must qualify as independent contractors under the current Alaska Department of Labor's criteria. Owner-operators may be required to show:

- d. The owner-operator's right to control the manner in which the work is to be performed;
- e. The owner-operator's opportunity for profit or loss depending upon their managerial skill;
- f. The owner-operator's investment in equipment or materials required for their task, or the employment of helpers;
- g. Whether the service rendered requires a special skill;
- h. The degree of permanence of the working relationship; and
- i. Whether the service rendered is an integral part of the owner-operator's business.

The status of owner-operators is subject to evaluation throughout the project period. If the criteria for an independent contractor are not met, the Contractor shall submit amended payrolls listing the driver as an employee subject to all labor provisions of the Contract.

The Contractor shall issue each owner-operator a placard in a form approved by the Engineer that identifies both the truck driver and the vehicle. The placard shall be prominently displayed on the vehicle so that it is visible to scale operators and inspectors.

Notwithstanding the Department's definitions of contracting and subcontracting, the Contractor shall be responsible for determining and complying with all federal and state laws and regulations regarding contracting, subcontracting, and payment of wages. The Contractor shall promptly pay any fines or penalties assessed for violations of those laws and regulations, and shall promptly comply with the directives of any government agency having jurisdiction over those matters.

**108-1.02 NOTICE TO PROCEED.** The Department will issue a Notice to Proceed authorizing construction to begin and indicating the date when Contract Time will begin. The Contractor shall not begin construction before the effective date of the Notice to Proceed. The Notice to Proceed may include limits or restrictions on allowable activities. The Department will, in its sole discretion, refuse to pay for construction begun before the effective date of the Notice to Proceed. The Contractor shall notify the Engineer at least 48 hours before construction begins at the project site.

**108-1.03 PROSECUTION AND PROGRESS.** The Contractor shall meet with the Engineer at the regional construction office, local DOT&PF construction office, or schedule a teleconference within 21 days after the date of the Notice to Proceed for a preconstruction conference. The Engineer will schedule the Preconstruction Conference no less than five days after the following have been received:

1. A progress schedule, in a format acceptable to the Engineer, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the Contractor and the subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work.
2. A list showing anticipated dates for procurement of materials and equipment, ordering of articles of special manufacture, furnishing of plans, drawings and other data required under Subsection 105-1.02 and for other events such as inspection of structural steel fabrication.
3. A list showing all proposed subcontractors and material suppliers.
4. A Hazardous Material Control Plan, and a Spill Prevention Control and Countermeasure Plan, with the line of authority and designated field representatives, as required under Section 658.
5. A letter designating the Contractor's Project Superintendent, defining that person's responsibility and authority, and providing a specimen signature.
6. A letter designating an Equal Employment Opportunity Officer and a Disadvantaged Business Enterprise Officer, and designating those person's responsibilities and authority.
7. A Quality Control Plan, as required under Subsection 106-1.03.
8. A letter designating a Safety Officer, and designating that person's responsibilities and authority.
9. A Schedule of Values submitted on a state contract form. The Contractor shall break down all Contract work into measurable work items, in sufficient detail to serve as a basis of progress payments. Any stockpiled materials for which interim payment is proposed shall be included. The Schedule of Values must indicate a quantity and unit cost including overhead and profit for each work item, the total cost for each work item, and the total cost for all work items. The total cost for all work items must equal the total Contract price.

The Contractor shall provide adequate materials, labor and equipment to ensure the completion of the project according to the Plans and Specifications. The work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit. The Contractor shall take into

consideration and make due allowances at the Contractor's expense for foreseeable delays and interruptions to the work such as unfavorable weather, frozen ground, equipment breakdowns, shipping delays, quantity overruns, utility work, permit restrictions, and other foreseeable delays and interruptions. The Contractor shall identify these allowances on the progress schedule.

The Contractor shall adjust forces, equipment and work schedules as necessary to ensure completion of the work within the Contract time, and shall notify the Engineer at least 24 hours before resuming suspended operations. Upon a substantial change to the work schedule or when directed by the Engineer, the Contractor shall submit a revised progress schedule in the form required, including a written explanation for each revision made in the schedule or methods of operation.

The Engineer's review or approval of the documents, plans, and schedules provided by the Contractor under this section shall not change the Contract requirements, release the Contractor of the responsibility for successful completion of the work or relieve the Contractor of the duty to comply with applicable laws. The Engineer's review or approval of schedules shall not indicate agreement with any assertions of delay or claims by the Contractor.

It is the Contractor's responsibility to prepare and submit documents that satisfy all applicable contract requirements. By reviewing and approving the Contractor's documents, the Department does not warrant that following the Contractor's documents will result in successful performance of the work. The Department's failure to discover defects in the Contractor's documents, the assumptions upon which they are based or conditions that prevent the Contractor from performing the work as indicated in the documents will not entitle the Contractor to additional compensation or time. If the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of time, it must specifically advise the Engineer of these conditions in accordance with Subsection 105-1.17.

**108-1.04 LIMITATION OF OPERATIONS.** The Contractor shall not open up work to the detriment of work already started. The Contractor shall minimize interference with traffic within the project. The Contractor shall not stop or otherwise impede traffic outside the project limits without the Engineer's prior written permission. The Engineer may require the Contractor to finish a section of work in progress before starting additional sections if the Engineer determines it is necessary for the convenience of the public or the Department.

**108-1.05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall employ sufficient labor and equipment to complete the work required under the Contract and to complete it on time.

The Contractor shall ensure that all workers on the project have the skills and experience necessary to properly perform their assigned work. Workers engaged in special work or skilled work shall have sufficient experience in that work and in the operation of the equipment required to properly perform that work.

The Contractor shall comply with any written order by the Engineer to remove workers, who, in the opinion of the Engineer, perform the work in an unskilled manner, who are intemperate or disorderly, create risk of imminent harm for the traveling public, or who fail to perform the work in accordance with the Contract and any and all applicable federal, state, and local laws, rules, regulations, and ordinances. The Contractor shall allow removed workers to return to the project only with the Engineer's written permission. The Engineer may suspend the work if the Contractor fails to furnish suitable and sufficient personnel necessary to perform the work, or fails to remove any worker at the Engineer's order.

The Contractor shall not use prisoner labor on the project.

The Contractor shall use equipment of the appropriate size and mechanical condition to produce the specified quality and quantity of work by the means specified in the Contract, if any, and shall ensure that the equipment does not damage roadways or property.

The Contractor shall ensure all equipment, materials, and articles incorporated into the work are new and of the specified quality, unless the Contract specifically permits otherwise.

The Contractor shall provide the Engineer with a list of all powered equipment that will be used on the project, showing the make, model, year, capacity, horsepower, and related information. The Contractor shall update this list when equipment is added or removed from the work site, but need not update more frequently than weekly.

When the methods and equipment to be used by the Contractor are not prescribed by the contract, the Contractor is free to use any method, means or equipment that is satisfactory to produce the specified work in conformity with the Contract, except as provided above. At the request of the Engineer, the Contractor shall demonstrate that the method, means and equipment chosen will produce the work specified in the Contract in the time allowed under the Contract. The Contractor shall bear all costs and impacts associated with any means, methods and equipment chosen by the Contractor. No suggestion, statement or observation from the Engineer or other Department representatives shall alter this responsibility.

If the Contract specifies a particular method, means or type of equipment for performance of the work, the Contractor must use that method, means or equipment unless the Contractor first requests, in writing, permission to alter the Contract requirement and receives prior written approval from the Engineer.

### **108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME AND SUSPENSION OF WORK.**

Contract time will be specified in calendar days, by completion date, or both.

1. Calendar Days. When the contract time is specified on a calendar days basis, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Contractor.

Calendar days shall continue to be counted against Contract time until and including the date of project completion. Calendar days shall not be counted during the period from November 1 through April 30, except for days that the Contractor is working on the project site.

2. Completion Date. When the contract time is specified on a completion date basis, all work under the Contract shall be completed by the specified completion date.
3. Reasons for Suspension of Work and Extension of Contract Time. The Department may order a suspension of work for any reason listed in this subparagraph 3, items a through p.

The Department shall not pay additional compensation, but may extend Contract time only, if there are delays in the completion of controlling items of work from unforeseeable causes that are beyond the Contractor's control and are not the result of the Contractor's fault or negligence, including:

- a. Acts of God;
- b. Acts of the public enemy;
- c. Fires;
- d. Floods;
- e. Epidemics;
- f. Quarantine restrictions;
- g. Strikes;
- h. Freight embargoes;
- i. Unusually severe weather;

- j. In accordance with Subsection 105-1.06.4.d, delays by utility owners beyond completion dates specified in the Special Provisions for relocating or adjusting utilities and related facilities; or
- k. Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators, including those causes listed in this Subparagraph 3, Items a through j.

No additional Contract time or additional compensation will be allowed due to delays caused by or suspensions ordered due to:

- l. Failure to correct conditions that create risk of imminent harm for the traveling public, violations of the Contract or any applicable federal, state, and local laws, rules, regulations, and ordinances;
- m. Adverse weather that is not unusually severe;
- n. Failure to carry out Contract provisions;
- o. Failure to carry out orders given by the Engineer; or
- p. Failure to timely obtain materials, equipment, or services.

The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a request for a time extension under this section. The Contractor shall submit a request for a time extension to the Engineer within 10 days of the act or occurrence, and if an agreement is not reached, the Contractor may submit a Claim under Subsection 105-1.17.

The time allowed in the Contract, as awarded, is based on performing the original estimated quantities of work set out in the bid schedule. An assertion that insufficient time was originally specified shall not constitute a valid reason for extension of contract time.

If satisfactory fulfillment of the Contract requires extra work, the Department may extend Contract time according to Subsection 104-1.02.

- 4. Suspension of Work. The Engineer will suspend work on the project, in whole or in part, for such periods and for such reasons as the Engineer determines to be reasonable, necessary, in the public interest, or for the convenience of the Department.
  - a. The Engineer will issue a written order to suspend, delay, or interrupt all or any part of the work. The Contractor shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
  - b. Unless another Contract section specifically provides otherwise, the Contractor will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
    - (1) The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or
    - (2) The delay, suspension, or interruption results from the Department's failure to fulfill a contractual obligation to the Contractor within the time period specified in the Contract or, if no time period is specified, within a reasonable time.
  - c. No equitable adjustment will be made under this subsection for any suspension, delay, or interruption of the work if the Contractor's performance would have been suspended, delayed, or interrupted by any other cause for which:

- (1) The Department is not responsible under the Contract, including the Contractor's fault or negligence; or
  - (2) An equitable adjustment is either provided for or excluded under any other section of this Contract.
- d. Claims for equitable adjustments under this section shall be filed under Subsection 105-1.17 except that:
- (1) The Contractor must give written notice of intent to claim no later than 20 days after the event giving rise to the delay, suspension, or interruption;
  - (2) The claim may not include any costs incurred more than 20 days before the Contractor files the Contractor's written notice of intent to claim;
  - (3) The contractor must submit a written request for adjustment within 7 calendar days of receipt of the notice to resume work;
  - (4) No profit will be allowed on an increase in cost necessarily caused by the suspension, delay, or interruption.

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

For each calendar day that the work is substantially complete but the project is not complete, after the expiration of the Contract time or the completion date has passed, the Engineer shall deduct 20 percent of the daily charge corresponding to the original Contract amount shown in Table 108-1 from progress payments.

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

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

| Original Contract Amount |                  | Daily Charge |
|--------------------------|------------------|--------------|
| From More Than           | To and Including |              |
| \$ 0                     | 150,000          | \$1,400      |

Permitting the Contractor to continue work after the Contract time has elapsed or the completion date has passed does not waive the Department's rights to collect liquidated damages under this section.

**108-1.08 DEFAULT OF CONTRACT.** The Contracting Officer will give a written Notice of Default to the Contractor and the Surety if the Contractor:

- 1. Fails to begin work under the Contract within the time specified;
- 2. Fails to perform the work with sufficient workers, equipment, or materials to ensure the prompt completion of the work;
- 3. Performs the work unsuitably or neglects or refuses to remove materials or to replace rejected work;

4. Discontinues the prosecution of the work;
5. Fails to resume work that has been discontinued within a reasonable time after notice to do so;
6. Becomes insolvent except that if the Contractor declares bankruptcy, termination shall be in accordance with the Federal Bankruptcy Code. In the event that the Contractor declares bankruptcy, the Contractor agrees that the Contract will be assumed by the Surety in a timely manner so as to complete the Contract by the date specified in the Contract;
7. Allows any final judgment to stand against the Contractor unsatisfied for a period of 60 days;
8. Makes an assignment for the benefit of creditors, without the consent of the Engineer;
9. Fails to comply with applicable minimum wage or civil rights requirements;
10. Is a party to fraud, deceit, misrepresentation, or malfeasance in connection with the Contract; or
11. Fails to perform the work in an acceptable manner for any other cause whatsoever.

The written Notice of Default will include a notice to cure and will establish a date by which the cure must be completed. The Contracting Officer may allow more time to cure than originally stated in the Notice to Default if the Contracting Officer deems it to be in the best interests of the Department. Failure to cure the delay, neglect, or default within the time specified in the Contracting Officer's Notice of Default authorizes the Department to terminate the contract. The Department will provide the Contractor and the Contractor's Surety with a written Notice of Termination.

After the Notice of Termination is issued, the Department may take over the work without further notice; may complete it by itself, by contract or otherwise; and may take possession of and use materials, appliances, equipment, or plant on the work site necessary for completing the work.

The Department may transfer the obligation to perform the work from the Contractor to the Surety. In that event, the Surety shall submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the Department for approval before beginning work. The Surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply. On receipt of the transfer notice, the Surety shall take possession of all materials, tools, equipment, and appliances at the work site, employ an appropriate work force, and complete the Contract work as specified. The Contract specifications and requirements shall remain in effect, except that the Department will make subsequent Contract payments directly to the Surety. The Contractor forfeits any right to claim for the work and is not entitled to receive any further balance of the amount to be paid under the Contract.

The Contractor and the Contractor's Surety are jointly and severally liable for any damage to the Department resulting from the Contractor's delay, neglect, or default, whether or not the Department terminates the Contractor's right to prosecute the work. The Department's damages include any increased costs incurred by the Department in completing the work or paying for the work to be completed. The Department's rights and remedies are in addition to any other rights and remedies provided by law or under the Contract.

If, after notice of termination of the Contractor's right to proceed under this clause, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be determined under Subsection 108-1.09, Termination for Convenience.

#### **108-1.09 TERMINATION FOR CONVENIENCE.**

1. Notice. The Contracting Officer may terminate the Contract in whole or in part due to:
  - a. Executive Orders of the President of the United States or the Governor of the State of Alaska with respect to the prosecution of war or the interest of national defense, or any disaster declaration.

- b. Restraining orders or injunctions by a court of competent jurisdiction affecting prosecution of the work based on acts or omissions of persons or agencies other than the Contractor.
- c. Any reason determined by the Contracting Officer to be in the best interest of the Department.

The Contracting Officer will issue a written Notice of Termination to the Contractor. The Notice of Termination shall state the extent to which performance of work under the Contract is terminated, the effective date of the termination, and for which of the above-listed reasons the Contract is terminated.

- 2. Required Actions. Unless otherwise directed by the Contracting Officer, upon receipt of a Notice of Termination the Contractor shall immediately:

- a. Stop work as directed in the Notice.
- b. Place no further orders or subcontracts for materials, services, or facilities except as approved to complete work not terminated.
- c. Terminate all orders and subcontracts for the terminated work.
- d. Accomplish either (1) or (2) below as directed by the Contracting Officer:

- (1) Assign to the Department all right, title and interest in any terminated orders or subcontracts. The Contracting Officer will settle all claims on the terminated orders or subcontracts.

- (2) Settle any outstanding liabilities and claims arising from termination of orders and subcontracts. Settlements must be limited to costs allowed under this Section.

- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of all materials acquired or produced for incorporation into the project and that are properly allocable to the terminated portion of the project, exclusive of items disposed of under Subsection 108-1.09.2.f., below.
- f. Dispose of materials in the Contractor's possession or control that were acquired or produced but not incorporated into the project as of the termination date as directed by the Contracting Officer under either (1) or (2) below:

- (1) Transfer title and deliver the materials to the Department. The Department will pay for the materials at the actual cost delivered to the project or storage site, including transportation charges, to which cost 15 percent will be added.

- (2) Sell the materials. Credit will not have to be extended to prospective purchasers.

The Contractor may acquire the materials if the Contracting Officer approves the sale price and the Contractor meets any other conditions prescribed by the Contracting Officer.

At the sole discretion of the Contracting Officer, the proceeds of any sale, transfer, or disposition of materials may be:

- (3) applied to reduce any payments to be made by the Department under the Contract,
- (4) credited to the cost of the work, or
- (5) paid in any other manner as directed.

- g. Deliver to the Department completed or partially completed plans, drawings, information, and other property required to be furnished under the Contract.
- h. Take all necessary actions and comply with all directives to protect contract-related property in which the Department has or may acquire an interest.
- i. Complete work not terminated.

The Contractor shall proceed immediately with performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

- 3. Claim. The Contractor shall submit any termination claim to the Contracting Officer within 90 days after the effective date of termination, unless the date for submitting a claim is extended in writing by the Contracting Officer.
  - a. Without duplication of any amount paid for under Subsection 108-1.09.2., the claim may be for the total of:
    - (1) costs incurred in performing the terminated work from the date of Contract award to the effective date of the termination subject to the provisions of Subsection 108-1.09.3.b. regarding reimbursement of equipment costs and Subsection 108-1.09.3.c. regarding unallowable items.
    - (2) payments approved by the Contracting Officer under Subsection 108-1.09.2.d.(2) to settle the termination claims of suppliers and subcontractors to the extent not covered under Subsection 108-1.09.3.a.(1).
    - (3) reasonably incurred costs for:
      - (a) accounting, legal, clerical, and other costs reasonably necessary for preparation of the termination claim and settlement negotiations, excluding costs incurred after the date an appeal is filed with the Appeals Officer under Subsection 108-1.09.8.
      - (b) settling subcontractor and supplier claims, excluding the amounts of those settlements paid under Subsection 108-1.09.3.a.(2).
    - (4) reasonable profit on the costs included in Subsection 108-1.09.3.a(1) based on the Contractor's bid rate for profit or as determined under any other reasonable accounting method. However, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer will allow no profit and will reduce the settlement to reflect the indicated rate of loss under Subsection 108-1.09.4. The Department will not pay profit on costs included in Subsections 108-1.09.3.a.(2) and 108-1.09.3.a.(3).
  - b. Equipment claims will be reimbursed as follows:
    - (1) Contractor-owned equipment usage, based on the Contractor's ownership and operating costs for each piece of equipment as determined from the Contractor's accounting records. Do not base equipment claims on published rental rates.
    - (2) Idle time for Contractor-owned equipment, based on the Contractor's internal ownership and depreciation costs. Idle equipment time is limited to the actual period of time equipment is idle as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle equipment time.

- (3) Rented equipment, based on reasonable, actual rental costs. Equipment leased under “capital leases” as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with the Contractor will be considered Contractor-owned equipment.
- c. The following costs are not payable under a termination settlement agreement or Contracting Officer’s determination of the termination claim, or on appeal:
  - (1) Anticipated profits on work that is not performed prior to issuance of the Notice of Termination or any consequential or compensatory damages
  - (2) Unabsorbed home office overhead (also termed “General & Administrative Expense”) related to ongoing business operations
  - (3) Bidding and project investigative costs
  - (4) Direct costs of repairing equipment to render it operable for use on the terminated work
4. Adjustment for Loss. If the Contractor would have sustained a loss on the entire Contract had it been completed, the Department will not pay the Contractor more than the total of:
  - a. The amount due for termination claim costs under Subsection 108-1.09.3.a.(3); plus
  - b. The remainder of the total allowable claim amount due reduced by multiplying the remainder by the ratio of (1) the total contract price to (2) the remainder plus the estimated cost to complete the entire Contract; minus
  - c. All disposal and other credits, all advance and progress payments and all other amounts previously paid under the Contract.
5. Deductions. In arriving at the amount due under this Subsection, the Department will deduct:
  - a. All previous payments made before termination;
  - b. Any claim which the Department may have against the Contractor;
  - c. The proceeds of the sale or transfer of any materials, supplies, or other items acquired for the terminated work and not otherwise recovered by or credited to the Department;
  - d. All partial payments made under this Section; and
  - e. Any adjustment for loss determined under Subsection 108-1.09.4.
6. Agreed Settlement. The Contractor shall make every effort to arrive at a claim settlement with the Contracting Officer that is fair to both parties, that reflects the reasonable and allocable incurred costs allowable under Subsection 108-1.09.3, that includes a profit under Subsection 108-1.09.3.a.(4) or, where appropriate, a loss adjustment under Subsection 108-1.09.4, and that takes into account the Contractor’s reasonable business judgment in performing the work.

The total settlement, whether determined under this Subsection 108-1.09.6 or under Subsection 108-1.09.7, exclusive of the costs listed in Subsection 108-1.09.3.a.(3), may not exceed the total contract price as reduced by previous payments made and the value of work not terminated, as determined from the approved Schedule of Values.

If an agreement is reached in whole or in part, the Department will amend the contract and will pay the agreed amount.

7. Determined Settlement. If the Contractor fails to submit a termination claim within the time allowed, or if an agreement is not reached on the amount due, the Contracting Officer may determine in a Contracting Officer's Decision, the amount due under Subsection 108-1.09 on the basis of information available to the Department.
8. Right of Appeal. The Contractor may appeal a Contracting Officer's Decision within the time and in the manner specified in Subsection 105-1.17.
9. Partial Payments. In the sole discretion of the Contracting Officer, the Department may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract. The sum of these partial payments will not exceed the Contracting Officer's estimate of the total amount that will be due as a result of the termination. The estimate will be based on available information. The Contracting Officer may adjust the estimate as additional information becomes available. If the Contracting Officer orders an audit of the Contractor's financial or project records, the Contracting Officer may decline to make partial payments until the audit is completed.
10. No Waiver of Rights. The termination of work by the Department does not affect or extinguish any of the rights of the Department against the Contractor or the Contractor's Surety then existing or which may thereafter accrue. Any retention or payment of monies by the Department due under the terms of the Contract will not release the Contractor or the Contractor's Surety from the contractual obligations or warranties made under Subsection 107-1.19 or elsewhere in the Contract.
11. Retaining Records. The Contractor shall unless otherwise provided for in the Contract or by applicable statute, keep all books, records, documents, and other evidence bearing on the Contractor's cost and expenses under the Contract and relating to the work terminated for a period of 3 years after final settlement under this Contract. Records must be made available to the Department at the Contractor's office and at all reasonable times.
12. Definitions. In this Subsection 108-1.09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by the Contractor, actually reflected in the Contractor's contemporaneously maintained accounting or other financial records and supported by original source documentation.
13. Cost Principles. The Department may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to highway construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles.

## SECTION 109

### MEASUREMENT AND PAYMENT

**109-1.01 GENERAL.** Payment will be made based on the approved Schedule of Values and quantity of work completed during each Contract pay period.

**109-1.02 MEASUREMENT OF QUANTITIES.** The Contractor shall determine the quantities of work completed during each Contract pay period. The Contractor shall maintain current records of measurements, invoices, estimates, and computations for each pay request and make them available to the Engineer for inspection through Final Acceptance.

**109-1.03. SCOPE OF PAYMENT.** The Contractor shall accept the Contract Price as full payment for furnishing all resource necessary to complete all work under the Contract in a complete and acceptable manner. The Contractor shall assume all liability for risk loss, damage, or expense resulting from the work, subject to Subsection 107-1.18.

**109-1.04 COMPENSATION FOR ALTERED QUANTITIES.** No allowance shall be made to the Contractor for any increased expenses, loss of expected reimbursement or loss of anticipated profits, suffered or claimed, from alterations in quantities.

**109-1.05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS.** When the Engineer orders extra work to be performed on a time and materials basis, compensation will be computed as follows:

1. Labor. Based on the sum of a. through f.
  - a. Total hours worked times the straight time rate of pay. The rates of pay are those indicated on the certified payroll for all labor and foremen in direct charge of the specific operations. Rates shall not exceed those for comparable labor currently employed on the project, and shall not include general superintendence.
  - b. Overtime hours worked times the difference between the overtime rate and the straight time rate. No markup is allowed.
  - c. Fringe benefit rate times the total hours worked. Fringe benefits include Health and Welfare, Pension Fund, etc., when such amounts are required by collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed on the project.
  - d. Workers' Compensation Insurance at 8 percent of a. The actual net rate may be used if it exceeds 10 percent and if proof of rates is furnished within 30 days of the completion of the extra work.
  - e. Either subsistence and travel allowances or prorated camp costs. If an employee is due and receives subsistence or camp privileges on their days off, divide that cost by the number of days worked that week and add to their daily subsistence entitlement. If the employee did not work an entire day on time and materials work, prorate the entitlement for the hours worked on time and materials.
  - f. Markup at 35 percent of the sum of a., c., d., and e. This includes and shall fully compensate the Contractor for all overhead and profit, including general superintendence, additional bond, property damage liability insurance, unemployment insurance contributions, social security and other taxes, administrative overhead costs, and profit.
2. Materials. Actual invoiced material and delivery costs plus 15 percent markup. The material must be approved and incorporated into the work. The Contractor shall furnish to the Engineer proof of payment for materials used in the work plus applicable transportation charges. For Contractor-produced materials, certify in writing the Contractor's actual direct costs, the quantities used, and attach cost spreadsheets and production documentation to verify the costs.

3. Equipment. Includes machinery and special equipment (other than small tools) necessary for the work and authorized by the Engineer. No additional compensation will be made for overhead, profit, maintenance, service, repairs, fuels, lubricants, or replacement parts.

- a. Hourly Rental Rate. Based on rental rates in the current edition and appropriate volume of the *Rental Rate Blue Book*, by EquipmentWatch, Penton Media, Inc..

The regular hourly rental rate is equal to the equipment rate plus the estimated hourly operating cost. These rates apply for equipment used during the Contractor's regular shift of 10 hours per day. No markup is allowed.

The equipment rate is equal to the age adjusted monthly rate for the basic equipment plus the age adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the regional adjustment factor. The equipment rate is per hour.

The age adjusted monthly rate is that resulting from application of the age adjustment formula, to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Only the attachments required for the time and materials work will be included.

- b. Hourly Overtime Rate. Half of the equipment rate plus the full estimated hourly operating cost. The overtime rate will apply to hours the equipment is used in excess of 10 hours per day, either on the Contractor's normal work or on time and materials, and either on single or multiple shifts. No markup is allowed.
- c. Hourly Stand-by Rate. Half of the equipment rate, for equipment ordered on stand-by during the Contractor's normal work shift, not to exceed eight hours per day. No operating costs or markup is allowed.
- d. Unlisted Equipment. For equipment not listed in The Blue Book, the Contractor and the Engineer may agree to a rate before extra work is begun. If agreement is not reached, the Engineer has authority to establish a rate based on similar equipment in *Rental Rate Blue Book* or prevailing commercial rates. No markup is allowed.
- e. Leased or Rented Equipment. Equipment that must be rented or leased specifically for work required under this section and authorized in writing by the Engineer shall be paid at invoice price plus 15 percent markup.

Equipment rented or leased for other work under the Contract and used for work under this section shall be paid based on 3.a., b., and c. (above) with no markup, except that the adjusted monthly rate is the monthly rate determined directly from the submitted rental or lease agreement.

- f. Transportation of Equipment. The actual cost of moving equipment to and from the work site. To receive reimbursement for transportation of equipment, the Contractor shall obtain the equipment from the nearest approved source and use the equipment exclusively for time and materials work. Payment for move-out will not exceed the amount of the move-in. No markup is allowed, except on operator's wages.

Basis of payment:

- (1) If by common carrier: paid freight bill or invoice.
- (2) If hauled with the Contractor's own resources: hourly rental rate for hauling unit plus operator wages.
- (3) If equipment must be moved under its own power: half of the normal hourly rental rate plus operator's wages.

4. Work by a Subcontractor or Owner-Operator. For time and materials work performed by an approved subcontractor or owner-operator under items 1 through 3 above, the Contractor will receive a 5 percent markup for administrative costs. No percentage will be paid on work covered under the original Contract. No percentage over the amount covered above will be paid for work done by a lower tier subcontractor.
5. Work by a Specialty Subcontractor. The Contractor shall obtain the Engineer's advance agreement that the specialty item needed is beyond the Contractor's ability or expertise or that of the Contractor's other subcontractors. For work on a specialty item performed by an approved specialty subcontractor, the Contractor will receive the approved invoice cost of work or service plus a 15 percent markup for administrative costs.
6. Records. The Engineer will maintain a daily record of labor, equipment and materials utilized in the extra work. The Engineer will present this record to the Contractor at the end of each day's work for verification and signature.
7. Compensation. Payment for time and materials work will be made in the progress estimate following receipt of the verified daily records and all required supporting information from the Contractor. If, at any time, a unit price or lump sum basis of compensation is agreed to for work being performed under this subsection, that compensation will be set forth in writing as a Change Order.

**109-1.06 PROGRESS PAYMENTS.** The Department will make monthly progress payments to the Contractor based on estimates of the value of work performed and materials on hand under Subsection 109-1.07. At the Department's discretion, a progress payment may be made twice monthly if the value of the estimate exceeds \$10,000.

The Contractor shall submit an estimate of work completed based on the approved Schedule of Values. The Contractor shall include supporting documentation as required by the Engineer.

Contractor's failure to pay subcontractors, or subcontractor's failure to pay lower tier subcontractors, according to prompt payment provisions required under Subsection 108-1.01 is considered unsatisfactory performance.

The Department will not withhold payment as retainage but may withhold payment for unsatisfactory performance. If satisfactory progress is being made and subcontractors are paid according to Subsection 108-1.01 and AS 36.90.210, the Engineer will authorize 100 percent payment for the estimated value of work accomplished, less any authorized deductions.

If the Engineer finds that satisfactory progress is not being made or payment for satisfactory work by a subcontractor or lower tier subcontractor is not paid according to Subsection 108-1.01, the Engineer may withhold up to 100 percent of the total amount earned from subsequent progress payments. The Engineer may withhold up to 200 percent of the estimated cost to complete final punch list items for unsatisfactory performance until those items are complete. The Engineer will notify the Contractor in writing within eight working days of a request for a progress payment of the reasons why part or all of the payment is being withheld for unsatisfactory performance and what actions may be taken by the Contractor to receive full payment.

Payments of withheld amounts will be made in accordance with AS 36.90.200. No interest will be paid to the Contractor for amounts withheld for unsatisfactory performance except if the Department fails to pay the amount withheld within 21 calendar days after the Contractor satisfactorily completes the remedial actions identified by the Engineer, as provided in AS 36.90.200(e).

The Contractor shall pay interest on retainage withheld from subcontractors, and at an interest rate according to AS 36.90.250 and AS 45.45.010(a).

**109-1.08 FINAL PAYMENT.** When the project has been completed as provided in Subsection 105-1.15, the Engineer will prepare the final estimate of the quantities of the various classes of work performed. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final estimate will not be processed until the Alaska Department of Labor and Workforce Development has verified that final payment can be released. The Department will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of Subsection 105-1.16.

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. Final payment shall consist of the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract. Failure to file a claim within 90 days of receiving the final estimate is a waiver of any and all claims relating to or arising from the final estimate.

When the Contractor approves the Certification of Final Estimate (Form SPC-040) and executes the Contractor's Release form (Form SPC-042), final payment will be processed.

The Contractor may reserve any unresolved claims that were timely filed in accordance with Subsection 105-1.17 by listing those claims as exceptions on the Contractor's Release. Any claims listed as exceptions that were not filed before the Contractor executes the final estimate will be considered null and void. Any claims filed in a timely manner but not listed on the Contractor's Release are waived and deemed released.

If the Contractor fails or declines to approve the final estimate within 90 days but does not file any claims, the Department will consider the estimate approved and process the estimate for final payment. Any subsequently raised claims will be considered null and void.

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.

## SECTION 202

### REMOVAL OF STRUCTURES AND OBSTRUCTIONS

**202-1.01 DESCRIPTION.** Remove and dispose of existing hand rail.

**202-2.01 MATERIALS.** Use materials that conform to the following:

Grout

Section 701-2.03

**202-3.01 CONSTRUCTION REQUIREMENTS.** Do not remove existing hand rail until all materials and resources to replace the hand rail are in Haines and available to complete installation. Remove, and dispose of existing hand rail including all steel pipe, bolts, washers, timber material, and accessories. Fill remaining bolt holes with non-shrink grout, flush with the existing concrete surface. Bolts that cannot be completely removed shall be cut off and recessed at least 1/8 inch below the existing concrete surface. Damage to the existing concrete that occurs during pipe hand rail removal shall be repaired at the Contractor's expense

## SECTION 625

### PIPE HAND RAIL

**625-1.01 DESCRIPTION.** Furnish and place pipe handrail with galvanized steel pipe members and other required materials in conformance with the Plans.

**625-1.02 SUBMITTALS.** Submit working drawings for the pipe hand rail prior to fabrication in accordance with Subsection 105-1.02. The shop drawings shall include field verified dimensions and elevations for the existing concrete sidewalk and stairways.

See Subsection 106-1.01 for Buy America submittal requirements.

**625-2.01 MATERIALS.** Use materials that conform to the following:

|             |  |
|-------------|--|
| Pipe        | ASTM A53, Galvanized, Schedule 40                |
| Steel       | ASTM A36, Grade 36, Galvanized per AASHTO M 111  |
| Hardware    | ASTM A307, Galvanized per AASHTO M 232           |
| Anchor Bolt | ASTM A193, Grade B7, galvanized per AASHTO M 232 |
| Grout       | Section 701                                      |
| Epoxy       | Per Manufacturer's Recommendations               |

**625-3.01 CONSTRUCTION REQUIREMENTS.** The Contractor shall field verify all pipe hand rail layouts and anchor plate locations prior to fabricating the pipe hand rail to ensure there are no conflicts with the existing concrete sidewalk, staircase, or other existing features. Weld galvanized steel pipe members at rail-to-post connections and intermediate rail connections, as shown on the Plans and approved working drawings.

Locate and install anchor bolts in accordance with the Plans and epoxy manufacturer's recommendations. Drill all anchor bolt holes plumb. Drill through or cut existing reinforcing steel if encountered. Allow epoxy to cure in accordance with manufacturer's recommendations before loading anchor bolts

Erect railing smoothly and continuously so that it is parallel to the sidewalk grade. Ensure that the pipe hand rail does not reflect any unevenness in the existing sidewalk.

Repair of field welds may be made by utilizing a zinc-rich cold galvanized compound such as "Galvicon" or approved equal. Cold galvanizing compounds shall be brush applied. Apply a minimum of two coats. Thoroughly clean all surface to be coated and apply product in strict accordance with the manufacturers' recommendations.

## SECTION 643

### TRAFFIC MAINTENANCE

**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.

**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.

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.

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-124 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.

- Prepare the TCPs and public notices and coordinate traffic control.
- 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.
- Supervise the repair or replacement of damaged or missing traffic control devices.
- Review and anticipate traffic control needs. Make available proper traffic control devices necessary for safe and efficient traffic movement.
- 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.
- 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.
- Supervise all traffic control workers, flaggers, and pilot car drivers.
- Submit a copy of all flagger certifications to the Engineer as required by Subsection 643-3.04.
- Supervise lighting for night work.
- 30 minutes after work ends for the day, drive the project with the Engineer's representative to review the worksite traffic control.

- 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.

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

- 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. 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.
  5. Drums. Use plastic drums that conform to the requirements of the ATM. Use retroreflective sheeting that meets ASTM D4956 Type II or III.
  6. 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.
  7. High-Level Warning Devices. Use high-level warning devices that conform to the ATM.
  8. 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 nonredirective may only be used when the forecasted temperature during their use is above 32 degrees Fahrenheit.
  9. 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.
  10. Pedestrian Barrier. Use Americans with Disabilities Act (ADA) compliant barrier that provides fall protection, and meets the crashworthiness standards in 643-2.02 if exposed to vehicular traffic. Pedestrian barriers shall have continuous bottom and top surfaces, and shall provide a hand rail at staircase locations. All surfaces shall be smooth. Pedestrian barriers shall be weighted or attached to the existing concrete surface to prevent displacement. 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**

| <b>Category</b> | <b>Devices</b>  | <b>Devices<br/>Manufactured<br/>Before<br/>Dec. 31, 2019 <sup>1</sup></b> | <b>Devices<br/>Manufactured<br/>After<br/>Dec. 31, 2019 <sup>1</sup></b> | <b>Method of<br/>Documentation</b>   |
|-----------------|---|---|--|--|
| 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 <sup>2</sup>                                |
| 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 <sup>2</sup>                                |
|                 | Portable concrete and steel barriers  | NCHRP 350, MASH 2009, or MASH 2016  | MASH 2016  | FHWA eligibility letter, if available, at Test Level 3, unless otherwise required in the contract. |

<sup>1</sup> 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.

<sup>2</sup> 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:

| <b>Device</b> | <b>Composition</b>    | <b>Weight</b> | <b>Height</b> |
|---------------|-----------------------|---------------|---------------|
| 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.

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.

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.

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 511 Alaska 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 State Troopers
- Local Police Department
- Local Fire Department
- Local Government
- Local Emergency Medical Services
- Local Media (newspapers, radio, television)
- U.S. Postal Service
- Major tour operators
- DOT&PF Southcoast Region Public Information Officer

Provide the Engineer, Alaska State Troopers, local police and fire department with 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.

Use only one type of traffic control device in a continuous line of delineating devices, unless otherwise noted on an approved TCP.

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

1. 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.

**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 will be assessed for unauthorized lane or sidewalk closures or reductions. The Traffic Price Adjustment will be deducted from the total Contract Price. Unauthorized lane or sidewalk reductions will be assessed as one full closure, for each lane or sidewalk reduced without authorization.

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

Unauthorized lane and sidewalk 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.

| <b>Table 643-3 Adjustment Rates</b> |   |
|-------------------------------------|---|
| <b>Published ADT</b>                | <b>Dollars/Minute of Unauthorized Lane Reduction or Closure</b> |
| Less than 1,000                     | \$6   |
| 1,000-4,999                         | \$25  |
| 5,000-9,999                         | \$75  |
| 10,000-29,999                       | \$105   |
| 30,000+                             | \$150   |

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.

**643-3.08 CONSTRUCTION PHASING.** Follow the construction phasing detailed in these 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 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.

Do not delay local school buses passing through the construction zone.

Maintain sidewalk access to local businesses during the businesses' normal operating hours. Do not restrict sidewalk access while cruise ships are docked in Haines unless approved by the Engineer. The current Haines Cruise Ship Schedule is available online at [www.visithaines.com](http://www.visithaines.com). Install pedestrian barriers and temporary staircase hand railing if new pipe hand rail cannot be installed within the same working shift as the existing rail demolition.

**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.

## SECTION 658

### EROSION, SEDIMENT, AND POLLUTION CONTROL WITHOUT CGP COVERAGE

**658-1.01 DESCRIPTION.** Provide project administration and work relating to control of erosion, sediment, and discharge of pollutants according to this section and applicable local, state, and federal requirements. This section covers projects that do not need to obtain coverage under the Alaska Department of Environmental Conservation (DEC) Construction General Permit (CGP).

**658-1.02 DEFINITIONS.** These definitions apply only to Section 658.

**Best Management Practices (BMPs).** BMPs are structural, vegetative, or managerial practices used to treat, prevent, or reduce water pollution.

**Clean Water Act.** Federal Water Pollution Control Amendments of 1972, as amended (33 U.S.C. 1251 et seq.).

**Construction Activity.** Disturbance of soils associated with clearing that disturbs the vegetative mat/grubbing, grading, or excavating activities, or other construction-related activities (e.g. stockpiling of fill material, establishment of staging areas, or development of project specific material sources).

**Construction General Permit (CGP).** Permit AKR100000 authorizing storm water discharges from large and small construction activities, issued and enforced by DEC.

**Disturbed Area.** A portion of any site that has been altered from pre-existing conditions, including but not limited to the following: providing access to a site, grubbing and clearing vegetation (including the roots), grading, earth moving, altering land forms, and other Construction Activity (such as placement of project related stockpiles atop a soil surface). Includes the Project Zone and Support Activities.

**Hazardous Material Control Plan (HMCP).** The Contractor's detailed project specific plan for prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material (including, but are not limited to, petroleum products related to construction activities and equipment).

**Immediately.** No later than the end of the next working day.

**Pollutant.** Defined at 40 CFR § 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt and industrial or municipal waste.

**Project Zone.** The physical area provided by the Department for Construction. The Project Zone includes the area of highway or facility under construction and Support Activities when those areas are provided by the Contract and are directly related to the Contract.

Support Activities that are furnished by the Contractor are not included in the Project Zone.

**Spill Prevention, Control and Countermeasure Plan (SPCC Plan).** The Contractor's detailed plan for petroleum spill prevention and control measures that meet the requirements of 40 CFR 112.

**Spill Response Field Representative.** The representative with authority and responsibility for managing, implementing, and executing the HMCP and SPCC Plan. There are separate Spill Response Field Representatives for the Contractor, each Subcontractor, and each Utility.

**658-2.01 MATERIALS.** Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap pollutants according to the requirements of the Specifications.

**658-3.01 CONSTRUCTION REQUIREMENTS.** The Contractor is not required to obtain coverage under the CGP for the Project Zone if the disturbed area will be less than one acre. The Department has determined the work can be completed with a disturbed area in the Project Zone less than one acre. Do not perform work in a manner that will increase the disturbed area in the Project Zone to one acre or more. Do not begin work on-site until receipt of approved HMCP (and when required the SPCC Plan) by the Department.

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 tideswaters 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.

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. 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 658-3.03, 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.

**658-3.03 PLAN AND PERMIT SUBMITTALS.** For plans listed in Subsection 108-1.03.5 (HMCP, SPCC Plan) use the Contractor submission and Department review deadlines identified in this Subsection.

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

1. Hazardous Material Control Plan. Submit an electronic copy, to the Engineer for approval. Use the DOT HMCP Template located at the following DOT&PF link; (<https://dot.alaska.gov/stwddes/dcsconst/index.shtml> under Construction Forms). The Department will review the HMCP submittal within 14 days after it is received.
2. Spill Prevention, Control and Countermeasure Plan. When a SPCC Plan is required under Subsection 658-3.05, submit an electronic copy of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 14 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.

**658-3.04 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.

**658-3.05 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC Plan) REQUIREMENTS.** Prepare and implement an SPCC Plan as required by 40 CFR 112; when both of the following conditions are present on the Project:

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

Reference the SPCC Plan in the HMCP.

**658-3.06 SPILL AND NONCOMPLIANCE REPORTING.** The Contractor must be familiar with all federal, state, and local environmental requirements.

The Contractor must report any sediment discharge or environmental permit noncompliance to the Engineer. Information must be provided orally immediately from the time the Contractor becomes aware of the circumstances, and provided in writing within 5 days after the oral notification. Provide:

1. A description of the discharge or noncompliance, including any estimated volume of discharge;
2. The dates and times of the discharge or noncompliance;
3. If it has not already been corrected, a statement regarding the anticipated time the discharge or noncompliance is expected to continue; and
4. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the discharge or noncompliance.

Report spills of oil and hazardous substances to the Engineer, and state and federal agencies as called for in the HMCP.

## SECTION 701

### HYDRAULIC CEMENT AND SUPPLEMENTARY CEMENTITIOUS MATERIALS

**701-1.01 GENERAL.** Meet the following general requirements for all cementitious materials furnished:

Protect cementitious materials from dampness during shipment and storage. Do not use partially set cement or cement which contains caked lumps. Do not use cement salvaged from discarded or used bags.

**701-2.03 GROUT.** Non-shrink, non-corrosive, non-metallic, cement-based grout meeting ASTM C1107, except develop a 28-day compressive strength of at least 9,000 psi when tested according to AASHTO T 106 or ASTM C109. Grout will accepted based on the Contractor's certificate of compliance in accordance with Subsection 106-1.05.

# **APPENDIX A**

## **SITE PHOTOGRAPH LOG**



Figure 1 - Existing conditions at Pipe Hand Rail 1. Photograph dated 09/06/2022.



Figure 2 - Existing conditions at Pipe Hand Rail 1. Photograph dated 09/06/2022.



Figure 3 - Existing conditions at Pipe Hand Rail 2. Photograph dated 09/06/2022.



Figure 4 - Existing conditions at Pipe Hand Rail 2. Photograph dated 09/06/2022.



Figure 5 - Existing conditions at Pipe Hand Rail 3. Photograph dated 09/06/2022.



Figure 6 - Existing conditions at Pipe Hand Rail 3. Photograph dated 09/06/2022.



*Figure 7 - Existing conditions at Pipe Hand Rail 3. Photograph dated 09/06/2022.*



*Figure 8 - Existing conditions at Pipe Hand Rail 3. Photograph dated 09/06/2022.*

# **APPENDIX B**

## **ENVIRONMENTAL COMMITMENTS**

## **HNS ADA Improvements- Main St Handrails**

State Project # SFHWY00441/ Federal Project # 0003283

### **Environmental Commitments**

The Contractor shall:

1. Access will remain open to the businesses along the sidewalk when they are open and when cruise ships are in town. The three businesses include Three Northmen, Gina's Place, and Bear Den Gifts.