
**SPECIAL PROVISION
ES 08**

06/30/2004

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

102-1.01 QUALIFICATION OF BIDDERS. *After the last paragraph add the following paragraph:*

You must be registered as an Electrical Administrator, or must employ a person whose Electrical Administrator's license is assigned to you, under AS 08.40 at the time designated for bid opening.

**SPECIAL PROVISION
ES 11**

01/01/2006

SECTION 103

AWARD AND EXECUTION OF CONTRACT

Add the following subsection:

103-1.11 ESCROW OF BID DOCUMENTATION. Furnish a legible copy of your bid documentation and an affidavit, as instructed in writing by the Contracting Officer. Bid documentation consists of written documentation of all quantity takeoffs, construction schedules on which the bid is based, cost estimates, rates of production and progress, assumptions, calculations, quotes from subcontractors and suppliers, and other information used to prepare your bid for this project.

Obtain and furnish the same level of bid documentation, for each subcontractor, supplier or fabricator with a subcontract or agreement exceeding \$200,000, regardless of tier. Seal each entity's documentation in separate envelopes, labeled with the entity's name and address, submission date, and project name and number. Include a cover letter or quote signed by a responsible party.

Meet the following requirements:

1. Submitting Bid Documentation. Place bid documentation in a sealed container clearly marked "Bid Documentation" and labeled with the bidder's name and address, submission date, and project name and number. Deliver the sealed container to the Department-designated document Depository for safekeeping.
2. Affidavit. Submit directly to the Contracting Officer a signed and certified affidavit attesting that:
 - a. The affiant has examined the bid documentation and that it includes all documents used to prepare the bid;
 - b. The sealed container contains all bid documentation submitted;
 - c. The escrow materials were relied on to prepare the bid; and
 - d. Should a dispute arise, the Contractor's rights to use bid preparation documentation other than those in escrow are waived.
3. Access and Use of Escrow Documents. The bid documentation will remain in escrow, without access by either party, except as otherwise provided herein. In the event the Contractor (1) provides notice

of intent to claim, (2) a claim, (3) a contract change order, or (4) initiates contract related litigation, the Department may obtain copies of the bid documentation as provided herein.

Both parties will submit to the Depository and copy to each other a list of personnel that are authorized to access the escrow documents. Use forms provided by the Depository.

Upon request, the Depository will set the time and place for access to escrow documents, will monitor the escrow documents review, and will arrange for a method of copying escrow documents. Access to escrow documents shall require at least five days advance written notice so that the other party has the opportunity to witness the escrow review, examination and use. There is no requirement that both parties witness the escrow document review, but if one party is absent then the review must occur in the presence of a neutral third-party observer to be designated by the Depository.

Notwithstanding paragraph five below, the Department will be allowed: to make copies of any and all escrow documentation (whether hard-copy, electronic, or otherwise); to use and review any copies made whether in the presence of the Contractor, or not; and to share copies with staff and consultants directly involved in the subject dispute.

Distribution is not authorized except as related to resolution of a dispute. The Department will be allowed to incorporate pertinent copies as supporting documentation in all significant contract change orders, contractual disputes, and the settlement of disputed claims.

The Department is not liable for any contractor costs associated with escrow review and use.

4. Failure to Provide Bid Documentation. Refusal or failure to provide your bid documentation or affidavit renders your bid nonresponsive. Failure or refusal to provide Subcontractor bid documentation, will result in subcontract disapproval.
5. Confidentiality of Bid Documentation. Materials held in escrow are your property. Except as otherwise provided herein, the escrow materials cannot be released without your approval.
6. Cost and Escrow Instruction. The Department pays to store all escrowed materials and instructs the depository regarding escrow.
7. Payment. Include within the overall Contract bid price all costs to comply with this subsection.
8. Return of Escrow Documentation. The original escrow documents will be returned to you once litigation is concluded, outstanding claims are resolved, you have completed the Contract, and the Department receives an executed Contractor's Release (Form 25D-117) with no exceptions listed.

**SPECIAL PROVISION
HSP20-7**

11/08/2022

**SECTION 106
CONTROL OF MATERIALS**

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. *Replace the BUY AMERICA PROVISION with the following:*

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.

**SPECIAL PROVISION
HSP20-6**

4/13/2022

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. 6. Hazardous materials. Replace item f. with the following:

- f. Handle and dispose of hazardous material with properly trained and licensed personnel who follow an approved Hazardous Material Control Plan.

**SPECIAL PROVISION
HSP20-6**

4/13/2022

SECTION 108

PROSECUTION AND PROGRESS

108-1.03 PROSECUTION AND PROGRESS. Replace item 5. with the following:

5. A Storm Water Pollution Prevention Plan (when required), a Hazardous Material Control Plan, and a Spill Prevention Control and Countermeasure Plan (when required), with the line of authority and designated field representatives.

**SPECIAL PROVISION
HSP20-9**

3/10/2023

SECTION 108

PROSECUTION AND PROGRESS

Add the following subsection:

108-1.10 POST AWARD CONFERENCE. The post award conference is a public meeting held in the community of the project location. The Department will schedule the post award conference and notify the Contractor at least 7 days prior to the conference date. The Contractor shall attend the post award conference and present information together with the Department to the community. The conference will be scheduled in cooperation with the local community and other participants.

The post award conference will last approximately one hour. The Contractor shall present the following minimum information at the post award conference:

1. Overview of the project
2. Project timeline
3. Project impacts on the community
4. Project job numbers and types of employees.
5. Contractor's employment opportunities and hiring process

The Department and DOLWD will also present information at the post award conference. The Contractor shall attend the entire meeting and participate in answering public questions raised during the post award conference.

All costs incurred by the Contractor to attend the post award conference are at the Contractor's expense. The Department is not liable for delays or rescheduling of the post award conference due to unforeseen circumstances.

**STATEWIDE SPECIAL PROVISION
HSP20-5A**

04/18/2023

**SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL**

641-1.02 DEFINITIONS. *In HSM20-38, add the following definition:*

SWPPPTRACK. Software subscription service version SWPPPTrack DOT AK developed and provided by SWPPPTrack AK LTD, for use on construction projects that require coverage under the APDES CGP.

641-1.03 PLAN AND PERMIT SUBMITTALS. *In HSM20-38, item 1. Storm Water Pollution Prevention Plan. delete "and one hard copy" in the first and second paragraphs.*

In HSM20-38, item 3. Spill Prevention, Control, and Countermeasure Plan. delete "and one hard copy" in the first sentence.

In HSM20-38, item 4. CGP Coverage. delete "one hard copy and" from the last paragraph.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS. *In HSM20-38, replace item 4. with the following:*

4. Signatures and Initials. Where documents are completed in SWPPPTrack, utilize SWPPPTrack to sign and initial documents. When documents are not completed in SWPPPTrack (e.g. Form 25D-111 SWPPP Certification for Contractor), upload scanned copies after signing and initialing the documents into SWPPPTrack.

In HSM20-38, add the following subsection:

641-1.08 USE OF SWPPPTRACK. The Contractor is responsible for purchasing and contracting with SWPPPTrack AK LTD for the use of the SWPPPTrack software application and services until final stabilization is achieved and the eNOT has been completed. Contact SWPPPTrack Alaska Support at (888)401-1993 or AKSupport@SWPPPTrack.com for project fees, setup coordination, device requirements, and training.

Perform and document all inspections required by the CGP and the SWPPP with SWPPPTrack and populate all inspection fields accurately to represent current project conditions. Complete the following forms using SWPPPTrack:

1. SWPPP Construction Site Inspection Report (25D-100)
2. SWPPP Grading & Stabilization Activities Log (25D-110)

- 3. SWPPP Corrective Action Log (25D-112)
- 4. SWPPP Amendment Log (25D-114)
- 5. SWPPP Daily Record of Rainfall (25D-115)
- 6. SWPPP Training Log (25D-125)
- 7. SWPPP Project Staff Tracking (25D-127)

641-3.01 CONSTRUCTION REQUIREMENTS. *In HSM20-38, item 1. Before Construction., in item f. delete* “and at least one hardcopy”.

Add the following to item 1. Before Construction:

- j. Complete all setup and training required to implement SWPPPTrack.
- k. Complete the upload of the BMP inventory into SWPPPTrack.

Add the following to item 10. Transmit final SWPPP: Collate all documents into a single electronic file before transmittal.

641-3.03 SWPPP INSPECTIONS, AMENDMENTS, REPORTS, AND LOGS. *In HSM20-38, item add the following to item 11. Daily Record of Rainfall.:* For projects on a 14-day inspection frequency or reduced inspection frequency, SWPPPTrack will generate a precipitation alert for storm events that produce more than 0.5 inch of rainfall in 24 hours. If a storm event does not produce a discharge from the project zone, submit an explanation in response to the SWPPPTrack precipitation alert.

641-5.01 BASIS OF PAYMENT. *Add the following:* Item 641.0008.____ SWPPPTrack. Payment for purchasing and contracting with SWPPPTrack AK LTD for the use of the SWPPPTrack software application and services will be based on paid receipts plus a 5 percent markup.

Add the following pay item:

PAY ITEM		
Item Number	Item Description	Unit
641.0008.____	SWPPPTrack	CS

**STATEWIDE SPECIAL PROVISION
HSP20-2 Replaces SSP- 39**

11/30/2020

Note: Use when DOT&PF Civil Rights Office (CRO) directs to include federal OJT requirements. Coordinate with the CRO to determine the number of trainee positions and trainee hours. Include the number of trainee positions and trainee hours in the bid posting and in item 645 of the bid schedule.

Add the following:

SECTION 645

TRAINING PROGRAM

645-1.01 DESCRIPTION. This Statewide Special Provision for on-the-job training (OJT) implements 23 CFR 230, Subpart A, Appendix B.

As part of the Equal Employment Opportunity Affirmative Action Program, the Contractor shall provide on-the-job training aimed at developing full journey status in the type of trade or job classification involved.

The number of individuals to be trained and the number of hours of training to be provided under this contract will be as shown on the bid schedule.

645-2.01 OBJECTIVE. Training and upgrading of minorities and women toward journey status is the primary objective of this program. The Contractor shall enroll minorities and/or women, where possible, and document good faith efforts prior to the hire of non-minority males in order to demonstrate compliance with this Training Special Provision. Specific good faith efforts required under this Section for the recruitment and employment of minorities and women are found in the Federal EEO Bid Conditions, Form 25A-301.

645-3.01 GENERAL. The Contractor shall determine the distribution of the required number of apprentices/trainees and the required number of hours of training among the various work classifications based upon the type of work to be performed, the size of the workforce in each trade or job classification, and the shortage of minority and female journey workers within a reasonable area of recruitment.

Training will be provided in the skilled construction crafts unless the Contractor can establish prior to contract award that training in the skilled classifications is not possible on a project; if so, the Department may then approve training either in lower level management positions such as office engineers, estimators, and timekeepers, where the training is oriented toward construction applications, or in the unskilled classifications, provided that significant and meaningful training can be provided. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Credit for offsite training hours indicated above may only be made to the Contractor where the apprentices/trainees are concurrently employed on the project and the Contractor does one or more of the following: contributes to the cost of the training, provides the instruction to the apprentice/trainee, or pays the apprentice's/trainee's wages during the offsite training period.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

Prior to award of the contract, the Contractor shall submit Form 25A-311, Training Utilization Report, indicating the training program to be used, the number of apprentices/trainees to be trained in each selected classification, the number of hours of training to be provided, and the anticipated starting time for training in each of the classifications.

Training must begin within 2 weeks of the anticipated start date(s); unless otherwise authorized by a Directive. Such authorization will be made only after submission of documentation by the Contractor, and approval by the Engineer, of efforts made in good faith which substantiate the necessity for a change.

Contractors may use a training program approved by the U.S. Department of Labor, Office of Apprenticeship (USDOL/OA); or one developed by the Contractor using Form 25A-310 and approved prior to contract award by the OJT Coordinator in the DOT&PF Civil Rights Office.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor. Training program approval by the Department for use under this section is on a project by project basis.

It is expected that each apprentice/trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist or until training has been completed. It is not required that apprentices/trainees be continuously employed for the duration of the contract.

If, in the judgment of the Contractor, an apprentice/trainee becomes proficient enough to qualify as a journey worker before the end of the prescribed training period and the Contractor employs that individual as a journey worker in that classification for as long as work in that area remains, the individual's training program

will be considered completed and the balance of training hours required for that apprentice/trainee shall be waived.

The Contractor shall furnish each ADOT&PF training program trainee a copy of the program (Form 25A-310) to be followed during training on the project, and with a written certification showing the type and length of training completed on the project. Existing USDOL/OA apprentices should already have a copy of their program. No employee shall be employed for credit as an apprentice/trainee in a classification in which that employee has previously worked at journey status or has previously completed a training course leading to journey status.

The Contractor shall periodically review the training and promotion potential of minority and women employees and shall encourage eligible employees to apply for such training and promotion.

The Contractor shall provide for the maintenance of records and the furnishing of periodic reports documenting the progress of each apprentice/trainee. The Contractor must submit Form 25A-313 by the 15th of each month and provide each ADOT&PF trainee written evaluation reports for each unit of training provided as established on Form 25A-310.

645-3.02 WAGES. Trainees in ADOT&PF approved training programs will be paid prevailing Davis-Bacon fringe benefits plus at least 60 (but less than 100) percent of the appropriate minimum journey rate specified in the contract for the first half of the training period, at least 75 (but less than 100) percent for the third quarter of the training period, and at least 90 (but less than 100) percent for the last quarter of the training period. Trainee wages shall be identified on Form 25A-310. Apprentices in USDOL/OA training programs shall be paid in accordance with their approved program. Beginning wages of each trainee/apprentice enrolled in a Section 645 Training Program on the project shall be identified on Form 25A-312.

645-3.03 SUBCONTRACTS. In the event the Contractor subcontracts a portion of the work, he shall determine how many, if any, of the apprentices/trainees are to be trained by the subcontractor. Any such subcontracts shall include this Section 645, Form 25A-311 and Form 25A-310, where appropriate. However, the responsibility for meeting these training requirements remains with the Contractor; compliance or non-compliance with these provisions rests with the Contractor and sanctions and/or damages, if any, shall be applied to the Contractor in accordance with subsection 645-5.01, Basis of Payment.

645-4.01 METHOD OF MEASUREMENT. The Contractor will be credited for each approved apprentice/trainee employed on the project and reimbursed on the basis of hours worked, as listed in the certified payrolls. There shall be no credit for training provided under this section prior to the Contractor's submittal and approval by the Engineer of Form 25A-312 for each apprentice/trainee trained under this Section. Upon completion of each individual training program, no further measurement for payment shall be made.

645-5.01 BASIS OF PAYMENT. Payment will be made at the contract unit price for each hour of training credited. Where a trainee or apprentice, at the discretion of the Contractor, graduates early and is employed as a journey worker in accordance with the provisions of Subsection 645-3.01, the Contractor will receive payment only for those hours of training actually provided.

This payment will be made regardless of any other training program funds the Contractor may receive, unless such other funding sources specifically prohibit the Contractor from receiving other reimbursement.

Payment for training in excess of the number of hours specified on the approved Form 25A-311 may be made only when approved by the Engineer through Change Order.

Non-compliance with these specifications shall result in the withholding of progress payments until good faith efforts documentation has been submitted and acceptable remedial action has been taken.

Payment will be at the end of the project following the completion of all training programs approved for the project. No payment or partial payment will be made to the Contractor if he fails to do any of the following and where such failure indicates a lack of good faith in meeting these requirements:

1. provide the required hours of training (as shown in the Bid Schedule and approved Form 25A-311),
2. train the required number of trainees/apprentices in each training program (as shown in the Bid Schedule and approved Form 25A-311), or
3. hire the apprentice/trainee as a journey worker in that classification upon completion of the training program for as long as work in that area remains.

Failure to provide the required training damages the effectiveness and integrity of this affirmative action program and thwarts the Department's federal mandate to bring women and minorities into the construction industry. Although precise damages to the program are impractical to calculate, they are at a minimum, equivalent to the loss to the individuals who were the intended beneficiaries of the program. Therefore, where the Contractor has failed, by the end of the project, to provide the required number of hours of training and has failed to submit acceptable good faith efforts documentation which establishes why he was unable to do so, the Contractor will be assessed an amount equal to the following damages to be deducted from the final progress payment:

Number of hours of training not provided, times the journey worker hourly scale plus benefits. The journey worker scale is that for the classification identified in the approved programs.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
645.0001.	Training Program, Trainees/Apprentices	LH

**STATEWIDE SPECIAL PROVISION
SSP-9**

01/01/2016

Note: Use when there are utility contractors (who are not included in the subject contract or under the control of the prime contractor) working within or in the vicinity of the project limits. Insert project specific information in shaded areas. Include the utility information and completion date identified in the utility relocation agreement.

Add new Section 651:

**SECTION 651
WORK BY OTHERS**

651-1.01 DESCRIPTION. Coordinate construction schedule and phasing according to Section 105.

651-3.01 DESCRIPTION OF WORK AND SCHEDULE. Adjust schedule and phasing as necessary to allow utility owners, their contractors, and other third party entities to complete their work on or before the completion date given in the utility relocation agreement or as identified in Table 651-1 for utility relocation work.

TABLE 651-1

Utility Type	Utility Company	Agreement Completion Date

Utility relocation agreement plans are available for inspection by making arrangements with the contact for pre-bid information, as listed on the Invitation for Bids.

651-3.02 CONTACT INFORMATION.

TABLE 651-2

Company Name	
Company Address	
Primary Contact Person	
Primary Contact Phone	
Primary Contact Fax	
Primary Contact Email	
Company Name	
Company Address	
Primary Contact Person	
Primary Contact Phone	
Primary Contact Fax	
Primary Contact Email	

**STATEWIDE SPECIAL PROVISION
HSP20-3 Replaces SSP-10**

11/30/2020

Note: Use when there are interim completion dates. Insert project specific information in shaded areas.

Determine daily charge amounts based on the estimated costs the department and/or road users may incur if the identified work is not completed on schedule. Department costs may include expenses for added M&O, additional construction administration, and other justifiable expenses. Road user costs may be estimated using FHWA's December 2011 publication, Work Zone Road User Costs (FHWA-HOP-12-005), or by other rational methods.

Add new Section 652:

**SECTION 652
INTERIM COMPLETION DATES**

652-1.01 DESCRIPTION. Ensure work is completed on or before interim completion dates identified in the Contract.

652-3.01 INTERIM COMPLETION. Complete all work described below on or before the interim completion date included in Table 652-1.

INTERIM WORK ELEMENT # - Description of the work elements to be completed (include specific bid items, plan sheets, or other information that clearly identifies this work as separate from the remainder of the contract work.)

INTERIM WORK ELEMENT # - Description of the work elements to be completed (include specific bid items, plan sheets, or other information that clearly identifies this work as separate from the remainder of the contract work.)

For each calendar day past the date identified in Table 652-1 that the work described above is not complete, the Engineer will deduct the corresponding full daily charge from progress payments.

If no money is due the Contractor, the Department may recover these sums from the Contractor, the Surety, or from both. The daily charges are not penalties but are predetermined liquidated damages to recover anticipated user costs, Department costs, or both.

TABLE 652-1 Interim Completion Dates and Liquidated Damages

Interim Work Element	Interim Completion Date	Daily Charge

652-4.01 METHOD OF MEASUREMENT. By each calendar day after the Interim Completion Date, for each Interim Work Element.

652-5.01 BASIS OF PAYMENT. The total value of this contract will be adjusted at the rates shown in Table 652-1, for each Interim Work Element.

PAY ITEM		
Item Number	Item Description	Unit
652.0001.	Interim Work Price Adjustment	CS

**SPECIAL PROVISION
HSP20-6**

4/13/2022

Add the following Section:

**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.

Alaska Certified Erosion and Sediment Control Lead (AK-CESCL). A person who has completed training, testing, and other requirements of, and is currently certified as, an AK-CESCL from an AK-CESCL Training Program (a program developed under a Memorandum of Understanding between the Department and others). The Department recognizes AK-CESCLs as qualified personnel required by this specification. An AK-CESCL must be recertified every three years.

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.

Erosion and Sediment Control Plan (ESCP). The Department's project specific document that illustrates measures to control erosion and sediment on the project.

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.

Stabilization. The use of vegetative and/or non-vegetative cover to prevent erosion and sediment loss in areas exposed by Construction Activity.

Temporary Stabilization. Protecting soils from erosion and sediment loss by rainfall, snow melt, runoff, or wind with a temporary vegetative and/or non-vegetative protection cover. Temporary stabilization may include a combination of BMPs to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area.

Final Stabilization. Means that:

1. All soil disturbing activities in the Project Zone have been completed and either of the two following criteria have been met:
 - a. a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures;
or

- b. equivalent non-vegetative permanent stabilization measures have been employed (such as the use of riprap, gabions, porous backfill, railroad ballast or subballast, ditch lining, geotextiles, or fill material with low erodibility as determined by the Engineer.
2. When background native vegetation will cover less than 100 percent of the ground (e.g. arid areas, beaches), the 70 percent coverage criteria is adjusted as follows: if the native vegetation covers 50 percent of the ground, then 70 percent of 50 percent ($0.70 \times 0.50 = 0.35$) would require 35 percent total cover for final stabilization. On a beach with no natural vegetation, no stabilization is required.
3. In areas with less than 20 inches of annual precipitation only, all soil disturbing activities in the Project Zone have been completed and temporary BMPs shown in the ESCP are installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance.

Support Activities. Any concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, and borrow areas provided:

1. The support activity is directly related to the work that is covered under this Contract,
2. The support activity is not a commercial operation serving multiple unrelated construction projects.
3. The support activity does not operate beyond the completion of the Construction Activity of this project.

Material borrow areas that are developed specific for the project and are non-contiguous to the project site (e.g. the material is hauled in from another area not nearby the project area) are considered Support Activities.

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 ESCP and Specifications.

Use seed meeting Section 724. Use the temporary seed mixture specified by special provision, or use annual rye grass if no temporary seed mix is specified. Do not use temporary seed for stabilization on finished slopes.

Use straw and straw products certified weed free of prohibited and restricted noxious weed seed and quarantined pests, according to Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34). When straw or straw products certified according to 11 AAC 34 are not available, use non-certified products manufactured within Alaska before certified products manufactured in another state, country, or territory. Non-certified straw or straw products manufactured in another state, country, or territory shall not be used. Grass, legumes, or any other herbaceous plants produced as hay, shall not be substituted for straw or straw products.

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.

1. Before Construction Activity may Begin. Delineate ground disturbance limits using stakes or flagging. Install sediment controls prior to the initiation of Construction Activity.
2. During Construction. Comply with the requirements of the ESCP. Implement and maintain erosion and sediment control measures identified in the ESCP and as needed during construction to protect water quality. Take immediate action and notify the Engineer when any sediment plume, sheen, or other discharge of pollutants from construction activity occurs.

Ensure all subcontractors understand and comply with the ESCP. Provide ESCP information to utility companies. Coordinate with subcontractors and utility companies doing work in the Project Zone so BMPs, including temporary and permanent stabilization measures, are installed, maintained, and protected from damage.

Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the ESCP.

Use good housekeeping BMPs, including the following from the *Alaska DOT&PF BMP Guide*:

- a. BMP-06.00 Concrete Washout
- b. BMP-23.00 & 24.00 Stabilized Construction Exit
- c. BMP-41.00 Sanitary Waste Management
- d. BMP-42.00 Vehicle/Equipment Storage, Maintenance, & Fueling
- e. BMP-43.00 Bridge Maintenance
- f. BMP-44.00 Ditch Maintenance
- g. BMP-45.00 Snow Removal
- h. BMP-54.00 Site Delineation
- i. BMP-55.00 Street Sweeping

When dewatering, use BMP-09.00 Excavation Dewatering. For diversions, use BMP-15.00 Pumped Stream Diversion or BMP-34.00 & 35.00 Temporary Diversion Conveyance.

Comply with requirements of the HMCP and SPCC Plan.

3. Pollutant and Hazardous Materials Requirements. Contain, clean up, and dispose of discharges of petroleum products or other hazardous materials. Perform fueling operations in a safe and environmentally responsible manner.

Report spills of petroleum products or other hazardous materials to the Engineer and other agencies as required by law. Use the HMCP and SPCC Plan (if applicable) for contact information to report spills to regulatory agencies.

4. Maintenance of BMPs. Maintain BMPs:
 - a. If an incident of non-compliance with the ESCP is identified;
 - b. If any BMP is damaged, undercut, or unable to effectively perform the intended function; and
 - c. When sediment or debris fills any BMP to 1/2 (1/3 for silt fences) of its design storage capacity (or manufacturer's specifications or ESCP requirements, whichever is lower).

Perform maintenance immediately when water quality standards are not being attained, and within 7 days of identification for other maintenance actions.

5. ESCP Changes. The Engineer may order changes to the ESCP if the Engineer determines the ESCP is ineffective in preventing erosion or the discharge of pollutants. Implement changes necessary to comply with the revised ESCP.
6. Stabilization. Land may be disturbed and stabilized multiple times during a project. Coordinate work to minimize the amount of disturbed soil at any one time. Do not disturb more soil than can be stabilized with the resources available.

Temporarily stabilize portions of the Project Zone that are not in active construction. The Engineer will not relieve the Contractor of maintenance responsibility under 105-1.13 for a seasonal suspension of work until the Project Zone is temporarily stabilized.

Apply temporary seed and stabilization measures after preparing the surface according to 618-3.01.

When installing a culvert or other drainage structure where stream bypass is not used, install temporary or permanent stabilization concurrently or immediately after placing the culvert or drainage structure in a manner that complies with applicable project permits, and prevents discharge of pollutants. Install temporary and permanent stabilization:

- At the culvert or drainage structure inlet and outlet
- In the areas upstream and downstream that may be disturbed by the process of installing the culvert, culvert end walls, culvert end sections, or drainage structure

Before deactivating a stream bypass or stream diversion used for construction of a bridge, culvert, or drainage structure, install permanent stabilization:

- At the inlet and outlet of the culvert, drainage structure, or bridge
- In the area upstream and downstream of the culvert, drainage structure, or bridge, that is disturbed during installation or construction of the culvert, drainage structure, or bridge
- Under the bridge

7. Ending ESCP Activities and BMP Maintenance. The Engineer will determine when final stabilization has been achieved within the Project Zone. After achieving final stabilization, remove all temporary BMPs.

658-3.02 PERSONNEL QUALIFICATIONS. The Superintendent must have current certification as AK-CESCL.

The Department accepts people having any of the following certificates as equivalent to AK-CESCL, if the certificates are current according to the sponsoring organization's policies:

- CESSWI, Certified Erosion, Sediment and Storm Water Inspector
- CISEC, Certified Inspector in Sediment and Erosion Control
- CPESC, Certified Professional in Erosion and Sediment Control
- CPSWQ, Certified Professions in Storm Water Quality.

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.
3. Dewatering Permit. When dewatering is required, review and comply with the DEC *Excavation Dewatering General Permit AKG0020000*. When filing a Notice of Intent is required to obtain coverage, provide the Engineer with a copy of the DEC authorization letter before beginning excavation dewatering.

4. Temporary Water Use Authorization (TWUA). When dewatering or a diversion meets the limits in 11 AAC 93.035, obtain authorization from the Alaska Department of Natural Resources (DNR) for a TWUA. Provide the Engineer with a copy of the DNR authorization before beginning the dewatering or diversion.

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.

The Contractor is responsible for erosion, sediment, and pollution control for Support Activities outside of the Project Zone.

658-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

1. Item 658.0001.0000 is lump sum.
2. Item 658.0002.0000 will be measured as specified by the Directive authorizing the work.

658-5.01 BASIS OF PAYMENT. Temporary erosion, sediment and pollution control measures that are required outside the Project Zone are at the Contractor's expense. Permanent erosion, sediment and pollution control measures will be measured and paid for under other Contract Items, when shown on the bid schedule.

Item 658.0001.0000 Erosion, Sediment, and Pollution Control Without CGP Coverage. At the Contract lump sum price for all acceptably performed erosion, sediment, and pollution control work.

Item 658.0002.0000 ESCP Changes by Directive. When the Engineer makes changes to the ESCP under 658-3.01.5, payment will be made as specified in the Directive authorizing the work.

Temporary erosion, sediment and pollution control measures that are required due to carelessness, negligence, or failure to install temporary or permanent controls as scheduled or ordered by the Engineer, or for the Contractor's convenience, are at the Contractor's expense.

Payment will be made under:

PAY ITEM	PAY UNIT
658.0001.0000 Erosion, Sediment, and Pollution Control Without CGP Coverage	Lump Sum
658.0002.0000 ESCP Changes by Directive	Contingent Sum

**STATEWIDE SPECIAL PROVISION
HSP18-1**

05/25/2018

DIVISION 700 -- MATERIALS

Note: Use when Named Products **manufactured predominately of steel or iron** are identified in the Contract.

INSERT the paragraph below within each Material Specification Subsection identifying or requiring one or more Named Products manufactured predominately of steel or iron.

EDIT statements (a), (b), (c) below (add or delete statements, if needed), one line for each product named in the subsection, to indicate whether the product IS or IS NOT "Manufactured in the United States," as known by the Department at the time of advertising.

Products identified by name in the list below are manufactured predominately of steel or iron. The information below represents the Department's knowledge at the time of advertisement regarding whether products are "Manufactured in the United States" as defined in Section 106 of the contract. Including this information in the Contract does not relieve the Contractor of responsibility for complying with Section 106 of the Contract and the Buy America Act, and providing the Material Origin Certificate Form 25D-60 and the Certificate of Buy America Act Compliance Form 25D-62 as required in Subsection 106-1.01.

- (a) **Named Product A is/is not** "Manufactured in the United States".
- (b) **Named Product B is/is not** "Manufactured in the United States".
- (c) **Named Product C is/is not** "Manufactured in the United States".