



STATE OF ALASKA
Department of Corrections
Division of Administrative Services
802 3rd Street, Suite 220
Douglas, AK 99824

Invitation to Bid

No. 230006097-2

Date of Issue: **March 28, 2025**

Project:

Ketchikan Correctional Center (KCC) Rockfall Mitigation
Ketchikan, Alaska

Bidders Are Not Required to Return This Form.

Michael Lim
Procurement Manager
Department of Corrections

Clif Reagle
Facilities Manager / Project Manager
Department of Corrections

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STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

INVITATION TO BID

for Construction Contract

Date March 28, 2025

Ketchikan Correctional Center (KCC) Rockfall Mitigation Project Number: 230006097-2

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. **Bids will be opened publicly at 2:00 PM local time, in the Douglas Island Building, Suite 220, 802 3rd Street, Douglas Alaska, on May 15, 2025.**

Location of Project:	Ketchikan Correctional Center, 1201 Schoenbar Road, Ketchikan, Alaska 99901
Contracting Officer:	Michael Lim
Issuing Office:	Alaska Department of Corrections 802 3 rd Street, Suite 220 Douglas, Alaska 99824
	State Funded <input checked="" type="checkbox"/> Federal Aid <input type="checkbox"/>

Description of Work:
This State funded project requires a contractor to scale loose rock, improve drainage from the rock face and create a walkway further away from the rock face for pedestrian traffic around the perimeter fence at Ketchikan Correctional Center in Ketchikan, Alaska. Attached are plans and specifications for further details.

Note: This project is in an active Jail and the owner will be operating the facility 24/7 during the project. As such, the contractor is required to work inside and outside of the secure perimeter. All tools and materials shall be removed and stored outside of the secure perimeter at the end of the workday or in an approved locked container. Tools inventory sheets or shadow board will be required for any tools secured on site.

Project DBE Utilization Goal: Race-Neutral

The Engineer's Estimate is around \$220,000 – \$250,000

All work shall be completed in N/A Calendar Days, or by **October 31, 2025**
The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete, and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within **ten (10)** calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

Submission of Bidding Documents

ALL HAND DELIVERED BIDS, INCLUDING ANY AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

Bidding Documents for Project: KCC Rockfall Mitigation Ketchikan Correctional Center 1201 Schoenbar Road, Ketchikan, Alaska 99901 Project No. 230006097-2	ATTN: Michael Lim State of Alaska Department of Corrections 802 3 rd Street, Suite 220 Douglas, Alaska 99824 OR Submit a bid via email to: Erin.messing@alaska.gov
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ENSURE THAT YOU PUT YOUR **RETURN BUSINESS NAME AND ADDRESS** ON THE SEALED ENVELOPE AS WELL.

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email must transmit its documentation to the Department at this email address: erin.messing@alaska.gov, or phone number: (907) 465-8169.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders are hereby notified that the following data may assist in preparing bids:

DOC Form 25D-3, Information to Bidders, is part of these bid documents.

QUESTIONS AND PLANS / SPECIFICATIONS: One copy per contractor at no charge (additional copies may be purchased at .25 cents per page). All questions relating to this project and solicitation shall be directed to:

Michael Lim, DOC Procurement Manager
Phone: (907) 465-6014, Email: michael.lim@alaska.gov

QUESTIONS:

Questions pertaining to the project requirement and specifications should be in writing and received by the procurement officer no later than close of business **April 24, 2025**, to allow adequate time for the issuance of an addendum, if needed.

OTHER INFORMATION:

KCC On-Site Work Schedule Limitations: On-site work shall be 7 days a week, from 7:00 AM until 5:00 PM. No overtime allowed unless approved by the DOC.

Pre-Bid Inspection of Site Meeting: A Pre-Bid Site Visit is scheduled for April 15, 2025 at 1:30 PM local time (HIGHLY RECOMMENDED). Interested vendors must contact: Project Manager: Clif Reagle, (907) 269-7358, to register for the inspection and submit the "Clearance Form and PREA Form" for security sergeant to run a background check to allow access to the facility. A form must be filled out for everyone attending the site visit. Forms must be submitted 72 hours in advance. Clearance and PREA forms are in this bid packet. Email your forms to clifton.reagle@alaska.gov. Vendors are to meet the Project Manager in the Administrative Lobby of the facilities access to the correctional facility and surrounding area must be controlled.

Special Needs: If you require special accommodation due to a disability in order to inspect the property, please notify Clif Reagle at 907-269-7358 at least 48 hours in advance of site visit.

Authorities: This Invitation to Bid is being solicited by the Department of Corrections (DOC) under delegated authority from the Department of Transportation and Public Facilities (DOT/PF). AS 36.30 and DOT/PF forms, policies and procedures will be used in the award and administration of this contract. However, where the "DOT/PF" is referenced, it should be considered as referencing the Department of Corrections under delegated authority from DOT/PF.

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

INFORMATION TO BIDDERS

This Information to Bidders outlines requirements that a bidder must follow when submitting a bid. The Department will reject a noncompliant bid.

100.01 BIDDERS QUALIFICATIONS

A bidder shall:

Submit evidence of a valid Department of Commerce, Community, and Economic Development certificate of Contractor Registration (Contractor Registration), under AS 08.18, and submit evidence of a valid Alaska Business License prior to award; and

When requested, submit a completed Contractor's Questionnaire (Form 25D-8) stating previous experience in performing comparable work, business and technical organization, financial resources, and equipment available to be used in performing the work.

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

100.02 CONTENTS OF BID PACKAGE

Upon request, the Department will furnish prospective bidders with a bid package, at the price stated in the Invitation To Bid.

The bid package includes the following:

- 1) Location and description of the project;
- 2) Time in which the work must be completed;
- 3) Amount of the bid guaranty;
- 4) Date, time, and place when bids are due;
- 5 Plans and specifications; and
- 6) Bid forms.

Unless otherwise stated in the bid package, the Plans, Contract Provisions and Specifications, Standard Modifications, Special Provisions, permits, forms and any other documents designated in the bid package are considered a part of the bid whether attached or not.

100.03 EXAMINATION OF CONTRACT REQUIREMENTS

Bidders are responsible for carefully examining the plans, specifications and all other documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the

specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

100.04 CONDITIONS AT SITE OF WORK

Bidders are responsible for visiting the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

100.05 PREPARATION OF BIDS

A. A bidder shall prepare its bid using the Department provided bid forms or legible copies of the Department's forms.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer or agent with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

B. The bid schedule contains empty space(s) that call for the bidder to enter its proposed price for each corresponding item which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

C. The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.

D. Neither conditional nor alternative bids will be considered unless called for.

100.06 BID SECURITY

All bids shall be accompanied by a bid security in the amount specified on the Invitation to Bid. The bid security shall be unconditionally payable to the State of Alaska and shall be in the form of an acceptable Bid Bond (Form 25D-14), or a certified check, a cashier's check or a money order made payable to the State of Alaska.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond (Form 25D-14).

A Bid Bond must be accompanied by a legible Power of Attorney.

An individual surety will not be accepted as a bid security.

100.07 ADDENDA REQUIREMENTS

The Department will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid due date are needed. The Department may send addenda by any reasonable method such as fax, email, or may post the addenda on its website or online bidding service. Unless

picked up in person or included with the bid documents, addenda or notice that an addendum has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the email address or fax number on the plan holders' list. Notwithstanding the Department's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation To Bid. Bidders must acknowledge all addenda on the Bid Forms, by fax, or by email before the deadline stated in the Invitation to Bid.

100.08 DELIVERY OF BIDS

Bids shall be submitted in a sealed envelope. When bids are submitted in a sealed envelope, the envelope shall clearly indicate its contents and the address of the Department's designated contracts office, as specified on the Invitation to Bid. Bids for other work may not be included in the envelope. Emailed or faxed bids will not be considered, unless specifically called for in the Invitation to Bid.

100.09 WITHDRAWAL OR REVISION OF BIDS

Bids may be withdrawn or revised in writing delivered by mail, fax, or email, provided that the Department's designated office receives the withdrawal or revision before the deadline stated in the Invitation To Bid. Withdrawal requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder. Revisions shall include both the modification of the unit bid price and the total modification of each item modified but shall not reveal the amount of the total original or revised bids.

100.010 PROTEST OF INVITATION TO BID

An interested party, as defined in AS 36.30.699, may protest an Invitation to Bid before the bid opening in accordance with AS 36.30.560 and AS 36.30.565. The interested party must submit a protest to the Contracting Officer.

100.011 RECEIPT AND OPENING OF BIDS

The Department will only consider bids, revisions, and withdrawals received before the deadline stated in the Invitation to Bid.

The Department will assemble, open, and publicly announce bids at the time and place indicated in the Invitation to Bid, or as soon thereafter as practicable. The Department is not responsible for prematurely opening or for failing to open bids that are improperly addressed or identified.

100.012 NONRESPONSIVE BIDS

1. A bid shall be rejected as nonresponsive if it:
 - a. Is not properly signed by an authorized representative of the bidder and in a legally binding manner;
 - b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
 - c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award,
 - d. Fails to include an acceptable bid guaranty with the bid;

- e. Is materially unbalanced; or
 - f. Fails to meet any other material requirement of the Invitation To Bid.
2. A bid may be rejected as nonresponsive, in the Department's discretion, if it:
- a. Is not typed or completed in ink;
 - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
 - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

100.013 BIDDERS INTERESTED IN MORE THAN ONE BID

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

100.014 ELECTRONIC MAIL

Within its submitted bid, a bidder must include a current electronic mail (email) address of bidder's representative who possesses authority to receive, process, and respond to Department emails regarding the advertised project.

The Department may send notices and information to a bidder by using the furnished email address of the bidder's authorized representative.

A bidder shall notify the Department if the bidder requests the Department to send email notices or information to an address different from the email address initially provided in its bid forms. The bidder shall notify the Department of such change by sending a request in writing to the Contract's point of contact identified on the Invitation to Bid that is signed by a representative who is authorized and empowered to legally bind the bidder.

Delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30 pm shall be deemed to have occurred at the opening of business on the next working day.

If needed, the Department may demonstrate proof of email delivery by affidavit or certification that includes the following:

- 1. The date and time that the Department sent the email message;
- 2. The email address from which the Department sent the message;
- 3. The name and email address to which the Department sent the message;
- 4. A statement that the Department sent the email message and that the person signing the affidavit or certification believes the transmission to have been complete and without error; and
- 5. An attached copy of the subject email.

100.015 CONSIDERATION OF BIDS

Until the Award, the Department may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the Department, in its discretion, determines that to do so is in the best interests of the State.

A bidder may request withdrawal of a bid after opening and before the Award only in accordance with AS 36.30.160(b) and State procurement regulations. The bidder must submit the request to the Contracting Officer.

An interested party, as defined in AS 36.30.699, may protest a proposed Award of contract as per AS 36.30.560 and AS 36.30.565. The bidder must submit the protest to the Contracting Officer.

WHOLLY STATE-FUNDED PROJECTS. On wholly state-funded projects, determination of the low bidder will include bidder preferences as required under AS 36.30.321, according to subsections 1-3 below. Alaska Bidder Preference, Alaska Veteran Preference, and Alaska Product Preference are not applicable on projects with federal funding.

1. Alaska Bidder Preference: A bidder claiming this preference shall provide with their bid an Alaska Bidder Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Bidder Preference according to AS 36.30.

If the bidder qualifies as an Alaska bidder, a five percent (5%) preference will be applied to the price of the bid. "Alaska bidder" means a person who:

- a. holds a current Alaska business license;
 - b. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
 - c. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
 - d. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state; and
 - e. If a joint venture, is composed entirely of ventures that qualify under (a) through (d), above.
2. Alaska Veteran Preference: A bidder claiming this preference shall provide an Alaska Veteran Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Veteran preference according to AS 36.30.

If a bidder qualifies as an Alaska bidder and is a qualifying entity, an Alaska Veteran Preference of 5 percent shall be applied to the bid price. The preference may not exceed \$5,000 (AS 36.30.321). A "qualifying entity" means a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

- d. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- 1) served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - 2) was separated from service under a condition that was not dishonorable.
3. Alaska Product Preference: A bidder claiming this preference shall complete and sign the Alaska Product Preference Worksheet, according to the worksheet instructions, and submit the completed worksheet with their bid.

Except for timber, lumber and manufactured lumber products used in the construction project under AS 36.30.322(b), an Alaska products preference will be given as required under AS 36.30.326 - 36.30.332 when the bidder designates the use of Alaska products.

If the successful bidder/contractor proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful bidder/contractor according to AS 36.30.330(a).

Each Alaska product declared on the Alaska Product Preference Worksheet must have an "Approval" date on the Alaska Product Preference Program List, that is on or before the bid opening date for this contract, and that does not expire before the bid opening date for this contract.

100.016 RESPONSIBILITY OF BIDDERS

The Department may find a bidder is non-responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- 1) Evidence of bid rigging or collusion;
- 2) Fraud or dishonesty in the performance of previous contracts;
- 3) More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- 4) Unsatisfactory performance on previous or current contracts;
- 5) Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- 6) Uncompleted work that, in the judgment of the Department, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- 7) Failure to reimburse the State for monies owed on any previous contracts;

- 8) Default under previous contracts;
- 9) Failure to submit evidence of registration and licensing;
- 10) Failure to comply with any qualification requirements of the Department;
- 11) Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
- 12) Failure to satisfy the responsibility standards set out in state regulations;
- 13) Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- 14) Lack of legal capacity to contract.

Nothing contained in this section deprives the Department of its discretion in determining the lowest responsible bidder.

100.017 SUBCONTRACTOR LIST

The apparent low bidder shall submit a completed Subcontractor List, Form 25D-5, within five working days following receipt of written notification by the Department that it is the low bidder.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared non-responsible and may be required to forfeit the bid security. The Department will then consider the next lowest bidder for award of the Contract.

If a bidder fails to list a subcontractor, or lists more than one subcontractor for the same portion of work, and the value of that work is in excess of one-half of one percent of the total bid amount, the bidder agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

A bidder who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A bidder or Contractor may, without penalty, replace a listed subcontractor who:

- 1) Fails to comply with licensing and registration requirements of AS 08.18;
- 2) Fails to obtain a valid Alaska business license;
- 3) Files for bankruptcy or becomes insolvent;
- 4) Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
- 5) Fails to obtain bonding acceptable to the Department;
- 6) Fails to obtain insurance acceptable to the Department;
- 7) Fails to perform the subcontract work for which the subcontractor was listed;
- 8) Must be replaced to meet the bidder's required state or federal affirmative action requirements;

9) Refuses to agree or abide with the bidder's labor agreement; or

10) Is determined by the Department to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new subcontractor or replace a listed subcontractor. The Department will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the State.

A bidder or Contractor shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Contracting Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a bidder violates this subsection, the Contracting Officer may:

- 1) Cancel the Contract after Award without any damages accruing to the Department; or
- 2) After notice and a hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.

100.018 AWARD OF CONTRACT

The Department will award the Contract to the lowest responsible and responsive bidder unless it rejects all bids. The Department will notify all bidders in writing via email, fax, or U.S. Mail of its intent to award.

In order to establish a clear and definitive basis of award for contracts with additive alternates, the State has established a budgeted amount from which the order of bidders will be determined. The amount will be disclosed when timely received bids are announced. The low bid will be determined by considering the basic bid and additive alternate(s) in the order listed on the Bid Schedule up to a total not to exceed the budgeted amount. The State reserves the right to reject all bids. The State also reserves the right to award the contract above or below the budgeted amount to the low bidder based on any combination of alternate(s) or no alternate(s), providing that the low bidder remains unchanged.

The Department will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 40 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

100.019 RETURN OF BID SECURITY

The Department will return bid securities, other than bid bonds:

- 1) To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and

- 2) To the two lowest responsive and responsible bidders immediately after Contract award.

100.020 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Department for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the Department with security assets located in Alaska equal to the penal amount of either the performance bond or the payment bond. Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the Department be liable for these costs.

Individual sureties shall provide security by one, or a combination, of the following methods:

- 1) Escrow Account, with a federally insured financial institution, in the name of the Department. Acceptable securities include, but are not limited to, cash, treasury notes, bearer instruments having a specific value, or money market certificates.
- 2) Irrevocable letters of credit, from a financial institution approved by the Contracting Officer, with the Department named as beneficiary.
- 3) Cashier's or certified check made payable to the State of Alaska issued by financial institutions approved by the Contracting Officer.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under General Conditions, Subsection 12.7.

The Department may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Department if an individual Surety or the Surety on any bond furnished in connection with the Contract:

- 1) Becomes insolvent or is declared bankrupt;
- 2) Loses its right to do business in any state affecting the work;
- 3) Ceases to meet Contract requirements;
- 4) Fails to furnish reports of financial condition upon request; or
- 5) Otherwise becomes unacceptable to the Department.

When approved by the Contracting Officer, the Contractor may replace:

- 1) An individual surety with a corporate surety; or
- 2) Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

REQUIRED DOCUMENTS

State Funded Contracts

KCC Rockfall Mitigation

Ketchikan Correctional Center (KCC), Ketchikan, Alaska

Project# 230006097-2

REQUIRED FOR BID. Bids will not be considered responsive if the following documents are not filled out and submitted at the time of bid opening:

1. **Bid Proposal (Form 25D-9)**
2. **Bid Schedule**
3. **Bid Modification (Form 25D-16)** (Any bid revisions must be submitted by the bidder prior to bid opening on this form.)
4. **Bid Bond (Form 25D-14)**
5. **Alaska Bidder Preference Certification (Form 25D-19)** (If applicable)
6. **Alaska Product Preference (Form SPC-007)** (If applicable)
7. **Bids received that do not meet these requirements shall be considered non-responsive.**

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder must complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Form 25D-5)** (Sub-contractors utilized in this project must have valid/current Alaska Business license and contractor's certificate of registration at the time of bid opening)

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. **Construction Contract (Form 25D-10A)**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (Form 25D-8)**
5. **Certificate of Insurance** (from carrier and as cited on Appendix B1)
6. **Sub-Contractors List (Form 25D-5)**
7. **Sub-Contractor(s) Certifications**
8. **Sub-Contractor(s) Certificate of Insurance**
9. **Submittals** (if applicable)
10. **Alaska Business License**
11. **Contractor's License**



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID FORM

for

KCC Rockfall Mitigation
Ketchikan Correctional Center (KCC), Ketchikan, Alaska
Project# 230006097-2

by

Company Name

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

Company Alaska Business License No:

Company Contractor's Registration No:

**TO THE CONTRACTING OFFICER,
DEPARTMENT OF CORRECTIONS:**

In compliance with your Invitation to Bid dated **March 28, 2025** the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near **Ketchikan, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of one sheet, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid and it is hereby mutually understood and agreed that in case the Undersigned does not, The accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Corrections as Liquidated damages and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days after the effective date of the Notice to Proceed and to complete all work by **October 31, 2025**.

The Undersigned proposes to furnish Payment Bond in the amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract), as surety conditioned for the full, complete, and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed Name and Title

() _____
Phone Number

() _____
Fax Number

Email:

Re: KCC Rockfall Mitigation
 Project# 230006097-2

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening or the proposal due date. A product with expired certification at the bid opening or proposal due date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible.

The Alaska Product Preference Program List of certified products is available online at:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx> or may be obtained by contacting Dept. of Commerce & Economic Development Alaska Division of Community and Regional Affairs, Alaska Products Preference Program, 550 W. 7th Ave., Suite 1650, Anchorage AK 99501-3510; Phone: (907) 269- 4501 Fax: (907) 269-4563, E-mail: madeinalaska@alaska.gov

BIDDERS INSTRUCTIONS:

A. General. The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.

B. Form Completion – BASIC BIDS.

- (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
- (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
- (3) For each suitable product submitted under the "Basic Bid" enter:
 - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
 - The company name of the Alaska producer under the heading "Manufacturer", and
 - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/% heading.
- (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
 - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work,) and
 - The resulting preference – i.e. the preference percentage times the total declared value amount – under the heading "REDUCTION AMOUNT".
- (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # __ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
- (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
- (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
- (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.

C. Form Completion – ALTERNATE BIDS.

- (1) Enter project number and name, the words "ALTERNATE BID # __", and CONTRACTOR'S name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID # __", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid # __".
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID # __ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.
- (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
- (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID __ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE BID # __ PREFERENCE GRAND" immediately before the word "TOTAL".
- (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate # __) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid



**STATE OF ALASKA
DEPARTMENT OF CORRECTIONS**

BID SCHEDULE

Project: KCC Rockfall Mitigation
Location: Ketchikan Correctional Center (KCC)
1201 Schoenbar, Ketchikan, Alaska 99901
DOC Project No.: 230006097-2

ITB Dated: March 28, 2025

Company Name: _____

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", "Supplementary Information to Bidders", and the following:
 The Bidder shall insert a fixed price in figures opposite each pay item that appears in the bid schedule. No price is to be entered or tendered for any item not appearing in the bid schedule. Write out the dollar amount in the space below the figure.
 Conditioned or qualified bids will be considered non-responsive.

NOTICE: In order to establish a clear and definitive basis of award, the State has established a budgeted project amount from which the order of bidders will be determined. The amount will be announced just prior to opening bids. The low bid will be determined by considering the total bid as adjusted for Alaska Bidders Preference (col. b), Alaska Veteran's Preference (col. c) and Alaska Products Preference (col. d) in the order listed up to a total not to exceed budgeted Award amount less the low bidder's preferences. The state reserves the right to reject all bids. The state also reserves the right to award the contract above or below the budgeted amount to the low bidder. The final contract award will be for the unadjusted amount(s).

Description	(a) Bid Amount (figures)	(b) Alaska Bidder Preference (figures), 5% of Column (a)	(c) Veterans Preference (5%) of (col a) not to exceed \$5,000	(d) Alaska Products Preference (figures)	(e) Adjusted Bid Amount (figures): (a) - (b) - (c) - (d)
All work required as described in Section 01000, 1.03. A and the Contract Documents Section 01000 A. Contractor must show and submit breakdown of the total bid amount					
TOTAL PROJECT BID AMOUNT					

Contractor's Signature

Date



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: KCC Rockfall Mitigation, Project# 230006097-2
Bidder/Proposer (company name): _____

Operation of Alaska Bidder Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.990(2), if a bidder is an eligible "Alaska Bidder", the Department will apply a five percent preference to the price of the bidder's proposal.

Instructions regarding Alaska Bidder Preference

A bidder that claims the Alaska Bidder Preference must review and then certify that each statement appearing under the heading "Alaska Bidder Certification" is true. The individual that signs the certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit a signed certification, the Department will not apply the claimed preference.

Alaska Bidder Certification

The bidding entity for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the bidder's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the proposal;
- (D) Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State; and
- (E) If a joint venture, is composed entirely of ventures that qualify under the four preceding paragraphs of this Alaska Bidder Certification.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal, and that the foregoing statements are true and correct.

By (signature)

Date

Printed name

Alaska Business License Number

Title:



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

BID BOND

for
KCC Rockfall Mitigation
Ketchikan Correctional Center (KCC), Ketchikan, Alaska
Project# 230006097-2

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	[] Individual	[] Partnership
	[] Joint Venture	[] Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

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

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

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

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

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

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

See Instructions on Reverse

Corporate Seal

CORPORATE SURETY(IES)

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

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

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

Re: Project# 230006097-2, KCC Rockfall Mitigation

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.

Re: Project# 230006097-2, KCC Rockfall Mitigation



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

CONSTRUCTION CONTRACT

KCC Rockfall Mitigation
Ketchikan Correctional Center, Ketchikan, Alaska
Project Numbers: 230006097-2

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF CORRECTIONS, herein called the Department, acting by and through its Contracting Officer, and

Company Name

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

a/an Individual Partnership Joint Venture Sole Proprietorship Corporation incorporated under the laws of the State of Alaska, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating **not to exceed** the sum of \$ _____ and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **October 15, 2025 for Substantial Completion Date and October 31, 2025 for the Final Completion Date.**

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF CORRECTIONS**

Signature of Contracting Officer

Michael Lim

Typed Name

Date

Re: Project # 230006097-2, KCC Rockfall Mitigation



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

PAYMENT BOND

Bond No. _____

For

KCC Rockfall Mitigation

Ketchikan Correctional Center (KCC), Ketchikan, Alaska

Project# 230006097-2

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 Corrections Authorized Representative

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and materials, 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 CORRECTIONS

PERFORMANCE BOND

Bond No. _____

For

KCC Rockfall Mitigation

Ketchikan Correctional Center (KCC), Ketchikan, Alaska

Project# 230006097-2

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-named 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 Corrections 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 Corrections Authorized Representative

Date

See Instructions on Reverse

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.

2. What percent of the total value of this contract do you intend to subcontract? _____ %

3. Do you propose to purchase any equipment for use on this project?
[] No [] Yes If YES, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work?
[] No [] Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?
[] Yes [] No If NO, please explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
[] Yes [] No

Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Contractor Business

Name and Title of Person Signing (authorized)

Signature

Date

**STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
DOCUMENT 00700 -ISSUED DECEMBER 2011**

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

ARTICLE 1 - DEFINITIONS

ARTICLE 2- AUTHORITIES AND LIMITATIONS

- 2.1 Authorities and Limitations
- 2.2 Evaluations by Contracting Officer
- 2.3 Means and Methods
- 2.4 Visits to Site

ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Incomplete Contract Documents
- 3.2 Copies of Contract Documents
- 3.3 Scope of Work
- 3.4 Intent of Contract Documents
- 3.5 Discrepancy in Contract Documents
- 3.6 Clarifications and Interpretations
- 3.7 Reuse of Documents

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

- 4.1 Availability of Lands
- 4.2 Visit to Site/Place of Business
- 4.3 Explorations and Reports
- 4.4 Utilities
- 4.5 Damaged Utilities
- 4.6 Utilities Not Shown or Indicated
- 4.7 Survey Control

ARTICLE 5- BONDS AND INSURANCE

- 5.1 Delivery of Bonds
- 5.2 Bonds
- 5.3 Replacement of Bond and Surety
- 5.4 Insurance Requirements
- 5.5 Indemnification

ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES

- 6.1 Supervision of Work
- 6.2 Superintendence by CONTRACTOR
- 6.3 Character of Workers
- 6.4 CONTRACTOR to Furnish
- 6.5 Materials and Equipment
- 6.6 Anticipated Schedules
- 6.7 Finalizing Schedules
- 6.8 Adjusting Schedules
- 6.9 Substitutes or "Or-Equal" Items
- 6.10 Substitute Means and Methods
- 6.11 Evaluation of Substitution
- 6.12 Dividing the Work
- 6.13 Subcontractors
- 6.14 Use of Premises
- 6.15 Structural Loading
- 6.16 Record Documents

- 6.17 Safety and Protection
- 6.18 Safety Representative
- 6.19 Emergencies
- 6.20 Shop Drawings and Samples
- 6.21 Shop Drawing and Sample Review
- 6.22 Maintenance During Construction
- 6.23 Continuing the Work
- 6.24 Consent to Assignment
- 6.25 Use of Explosives
- 6.26 Contractor's Records
- 6.27 Load Restrictions

ARTICLE 7- LAWS AND REGULATIONS

- 7.1 Laws to be Observed
- 7.2 Permits, Licenses, and Taxes
- 7.3 Patented Devices, Materials and Processes
- 7.4 Compliance of Specifications and Drawings
- 7.5 Accident Prevention
- 7.6 Sanitary Provisions
- 7.7 Business Registration
- 7.8 Professional Registration and Certification
- 7.9 Local Building Codes
- 7.10 Air Quality Control
- 7.11 Archaeological or Paleontological Discoveries
- 7.12 Applicable Alaska Preferences
- 7.13 Wages and Hours of Labor
- 7.14 Overtime Work Hours and Compensation

ARTICLE 8- OTHER WORK

- 8.1 Related Work at Site
- 8.2 Access, Cutting, and Patching
- 8.3 Defective Work by Others
- 8.4 Coordination

ARTICLE 9 - CHANGES

- 9.1 Department's Right to Change
- 9.2 Authorization of Changes within the General Scope
- 9.3 Directive
- 9.4 Change Order
- 9.5 Shop Drawing Variations
- 9.6 Changes Outside the General Scope; Supplemental Agreement
- 9.7 Unauthorized Work
- 9.8 Notification of Surety
- 9.9 Differing Site Conditions
- 9.10 Interim Work Authorization

ARTICLE 10- CONTRACT PRICE; COMPUTATIONS AND CHANGE

- 10.1 Contract Price
- 10.2 Claim for Price Change
- 10.3 Change Order Price Determination
- 10.4 Cost of the Work
- 10.5 Excluded Costs
- 10.6 CONTRACTOR's Fee
- 10.7 Cost Breakdown
- 10.8 Cash Allowances

- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices

ARTICLE 11- CONTRACT TIME, COMPUTATION AND CHANGE

- 11.1 Commencement of Contract Time; Notice to Proceed
- 11.2 Starting the Work
- 11.3 Computation of Contract Time
- 11.4 Time Change
- 11.5 Extension Due to Delays
- 11.6 Essence of Contract
- 11.7 Reasonable Completion Time
- 11.8 Delay Damages

ARTICLE 12 - QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 Uncovering Work
- 12.5 DEPARTMENT May Stop the Work
- 12.6 Correction or Removal of Defective Work
- 12.7 One Year Correction Period
- 12.8 Acceptance of Defective Work
- 12.9 DEPARTMENT may Correct Defective Work

ARTICLE 13- PAYMENTS TO CONTRACTOR AND COMPLETION

- 13.1 Schedule of Values
- 13.2 Preliminary Payments
- 13.3 Application for Progress Payment
- 13.4 Review of Applications for Progress Payments
- 13.5 Stored Materials and Equipment
- 13.6 CONTRACTOR's Warranty of Title
- 13.7 Withholding of Payments
- 13.8 Retainage
- 13.9 Request for Release of funds
- 13.10 Substantial Completion
- 13.11 Access Following Substantial Completion
- 13.12 Final Inspection
- 13.13 Final Completion and Application for Payment
- 13.14 Final Payment
- 13.15 Final Acceptance
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ACKNOWLEDGMENT

"The State of Alaska, General Conditions of the Construction Contract for Buildings" is based on the "Standard General Conditions of the Construction Contract" as published by the National Society of Professional Engineers (document number 1910-8, 1983 edition) on behalf of the Engineers Joint Construction Documents Committee. Portions of the NSPE General Conditions are reprinted herein by the express permission of NSPE. Modifications to the NSPE text are made to provide for State laws, regulations, and established procedures.

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ARTICLE 1 -DEFINITIONS

Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference.

Terms not defined below shall have their ordinary accepted meanings within the context which they are used. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are to be interpreted as defined.

Addenda- All clarifications, corrections, or changes issued graphically or in writing by the DEPARTMENT after the Advertisement but prior to the opening of Proposals.

Advertisement- The public announcement, as required by law, inviting bids for Work to be performed or materials to be furnished.

Application for Payment - The form provided by the DEPARTMENT which is to be used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval - 'Approved' or 'Approval' as used in this contract document shall mean that the Department has received a document, form or submittal from the contractor and that the Department has taken "No exceptions" to the item submitted. Unless the context clearly indicates otherwise, approved or approval shall not mean that the Department approves of the methods or means, or that the item or form submitted meets the requirements of the contract or constitutes acceptance of the Contractor's work. Where approved or approval means acceptance, then such approval must be set forth in writing and signed by the contracting officer or his designee.

Architect - Where used in the contract documents, "ARCHITECT" shall mean the DEPARTMENT'S ENGINEER.

Architect/Engineer - Where used in the contract documents, "ARCHITECT/ENGINEER" shall mean the DEPARTMENT'S ENGINEER.

A.S. - Initials which stand for Alaska Statute.

Award - The acceptance, by the DEPARTMENT, of the successful bid.

Bid Bond - A type of Proposal Guaranty.

Bidder - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the DEPARTMENT directing changes to the Contract Documents, within their general scope.

Consultant - The person, firm, or corporation retained directly by the DEPARTMENT to prepare Contract Documents, perform construction administration services, or other Project related services.

Contingent Sum Work Item - When the bid schedule contains a Contingent Sum Work Item; the Work covered shall be performed only upon the written Directive of the Project Manager. Payment shall be made as provided in the Directive.

Contract - The written agreement between the DEPARTMENT and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

Contract Documents -The Contract form, Addenda, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings furnished by the DEPARTMENT to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer, for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Contracting Officer -The person authorized by the Commissioner to enter into and administer the Contract on behalf of the DEPARTMENT. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the construction Contract.

CONTRACTOR - The individual, firm, corporation or any acceptable combination thereof, contracting with the DEPARTMENT for performance of the Work.

Contract Price - The total moneys payable by the DEPARTMENT to the CONTRACTOR under the terms of the Contract Documents.

Contract Time - The number of Calendar Days following issuance of Notice-to-Proceed in which the project shall be rendered Substantially Complete, or if specified as a calendar date, the Substantial Completion date specified in the Contract Documents

Controlling Item - Any feature of the Work on the critical path of a network schedule.

Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents.

DEPARTMENT - The Alaska Department of Corrections. References to "Owner", "State", "Contracting Agency", mean the DEPARTMENT.

Directive - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

Drawings - The Drawings which show the character and scope of the Work to be performed and which have been furnished by the DEPARTMENT or the DEPARTMENT's Consultant and are by reference made a part of the Contract Documents.

ENGINEER - The DEPARTMENT'S authorized representative of the Contracting Officer, as defined in the DEPARTMENT'S *delegation of authority letter* to be issued after notice-to-proceed, who is responsible for administration of the contract.

Equipment - All machinery together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Final Acceptance - The DEPARTMENT's written acceptance of the Work following Final Completion and the performance of all Contract requirements by the CONTRACTOR.

Final Completion - The Project (or specified part thereof) has progressed to the point that all required Work is complete as determined by the Contracting Officer.

Furnish- To procure, transport, and deliver to the project site materials, labor, or equipment, for installation or use on the project.

General Requirements - Sections of Division 1 of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

Holidays - In the State of Alaska, Legal Holidays occur on:

1. New Year's Day- January 1
2. Martin Luther King's Birthday- Third Monday in January
3. President's Day- Third Monday in February
4. Seward's Day- Last Monday in March
5. Memorial Day- Last Monday in May
6. Independence Day- July 4
7. Labor Day- First Monday in September
8. Alaska Day- October 18
9. Veteran's Day - November 11
10. Thanksgiving Day- Fourth Thursday in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the Holiday should fall on a Sunday, except (12) above, Sunday and the following Monday are both legal Holidays. See Title 44, Alaska Statutes.

Inspector - The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Interim Work Authorization - A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

Invitation for Bids - A portion of the bidding documents soliciting bids for the Work to be performed.

Laboratory- The official testing laboratories of the DEPARTMENT or such other laboratories as may be designated by the Engineer or identified in the contract documents.

Materials -Any substances specified for use in the construction of the project.

Notice of Intent to Award- The written notice by the DEPARTMENT to all Bidders identifying the apparent successful Bidder and establishing the DEPARTMENT's intent to execute the Contract when all conditions required for execution of the Contract are met.

Notice to Proceed - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

Payment Bond - The security furnished by the CONTRACTOR and his Surety to guarantee payment of the debts covered by the bond.

Performance Bond - The security furnished by the CONTRACTOR and his Surety to guarantee performance and completion of the Work in accordance with the Contract.

Preconstruction Conference - A meeting between the CONTRACTOR and the Engineer, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

Project - The total construction, of which the Work performed under the Contract Documents, is the whole or a part, where such total construction may be performed by more than one CONTRACTOR.

Project Manager - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

Proposal - The offer of a Bidder, on the prescribed forms, to perform the Work at the prices quoted.

Proposal Guaranty - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if his Proposal is accepted by the DEPARTMENT.

Quality Assurance (QA) - Where referred to in the technical specifications (Divisions 2 through 16), Quality Assurance refers to measures to be provided by the CONTRACTOR as specified.

Quality Control (QC) - Tests and inspections by the CONTRACTOR to insure the acceptability of materials incorporated into the Work. QC test reports are used as a basis upon which to determine whether the Work conforms to the requirements of the Contract Documents and to determine its acceptability for payment.

Regulatory Requirements - Laws, rules, regulations, ordinances, codes and/or orders.

Schedule of Values - The DEPARTMENT's document, submitted by the CONTRACTOR and reviewed by the Contracting Officer, which shall serve as the basis for computing payment and for establishing the value of separate items of work which comprise the Contract Price.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work. Where used in the Contract Documents, "Shop Drawings" shall also mean "Submittals".

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR or any other Subcontractor sublets part of the Contract.

Substantial Completion - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Contracting Officer, as evidence by the DEPARTMENT's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - A written agreement between the CONTRACTOR and the DEPARTMENT covering work that is not within the general scope of the Contract.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, distributor, materialman or vendor of materials or equipment.

Surety - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

Traffic Control Plan (TCP) - A drawing of one or more specific plans that detail the routing of pedestrian, and/or vehicular traffic through or around a construction area.

Unit Price Work - Work to be paid for on the basis of unit prices.

Using Agency - The entity who will occupy or use the completed Project.

Utility - The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway or street drainage, and other similar commodities, including publicly owned fire and police signal systems, street lighting systems, and railroads which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary."

Work - Work is the act of, and the result of, 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. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

ARTICLE 2- AUTHORIZATION AND LIMITATIONS

2.1 Authorities and Limitations

- 2.1.1 The Contracting Officer alone shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified.
- 2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the DEPARTMENT as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

2.2 Evaluations by Contracting Officer:

- 2.2.1 The Contracting Officer will decide all questions which may arise as to:
- a. Quality and acceptability of materials furnished;
 - b. Quality and acceptability of Work performed;
 - c. Compliance with the schedule of progress;
 - d. Interpretation of Contract Documents;
 - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".
- When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).
- 2.2.3 The use of any such term or adjective shall not be effective to assign to the DEPARTMENT any duty of authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

2.3 Means & Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

2.4 Visits to Site/Place of Business:

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

The submission of a bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The DEPARTMENT expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.

3.2 Copies of Contract Documents:

The DEPARTMENT shall furnish to the CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work:

The Contract Documents comprise the entire Contract between the DEPARTMENT and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

3.4 Intent of Contract Documents:

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.

3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the DEPARTMENT and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the work, the CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this

determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the DEPARTMENT for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.5.2 Discrepancy- Order of Precedence:

When conflicts errors or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

- Contents of Addenda
- Supplementary Conditions
- General Conditions
- General Requirements
- Technical Specifications
- Drawings
- Recorded dimensions will govern over scaled dimensions
- Large scale details over small scale details
- Schedules over plans
- Architectural drawings over structural drawings Structural drawings over mechanical and electrical drawings

3.6 Clarifications and Interpretations:

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3.7 Reuse of Documents:

Neither the CONTRACTOR nor any Subcontractor, or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the DEPARTMENT shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the DEPARTMENT and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the DEPARTMENT.

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

The DEPARTMENT shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the DEPARTMENT, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The CONTRACTOR shall provide all waste and disposal areas, including disposal areas for hazardous or contaminated materials, at no additional cost to the DEPARTMENT.

4.2 Visit to Site:

The submission of a bid by the CONTRACTOR is considered a representation that the CONTRACTOR has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

4.3 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the DEPARTMENT in preparation of the Contract Documents. The CONTRACTOR may for his purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

4.4 Utilities:

The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the DEPARTMENT by the owners of such underground utilities.

4.4.2 The CONTRACTOR shall have full responsibility for:

- a. Reviewing and checking all information and data concerning utilities.
- b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the work.
- c. Coordination of the Work with the owners of all utilities during construction.
- d. Safety and protection of all utilities as provided in paragraph 6.17.
- e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.

4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service has been approved by the local fire authority.

4.5 Damaged Utilities:

When utilities are damaged by the CONTRACTOR, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the DEPARTMENT, all materials, equipment and labor necessary to complete repair of the damage:

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.
- d. All visible utilities.
- e. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

4.6 Utilities Not Shown or Indicated:

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground utility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented in accordance with paragraph 9.2 and to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

4.7 Survey Control:

The DEPARTMENT will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes shall be provided to the DEPARTMENT at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes.

ARTICLE 5 -BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds:

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

5.2 Bonds:

The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the DEPARTMENT (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.

5.3 Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the DEPARTMENT, or if any such Surety fails to furnish reports as to his financial condition as requested by the DEPARTMENT, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to DEPARTMENT.

An individual Surety may be replaced by a corporate Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the DEPARTMENT may, at its option, accept substitute collateral.

5.4 Insurance Requirements:

5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the DEPARTMENT covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the DEPARTMENT of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of the Work under this agreement the following policies and minimum limits of liability. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include:

1. Waiver of subrogation against the State and Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.

2. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the contract.
3. Whenever the Work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.

- b. Comprehensive or Commercial General Liability Insurance: Such insurance shall cover all operations by or on behalf of the CONTRACTOR and provide insurance for bodily injury and property damage liability including coverage for:

Premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 5.5, Indemnification; broad form property damage; and personal injury liability.

The minimum limits of liability shall be:

1. If the CONTRACTOR carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:
\$1,000,000 each occurrence
\$2,000,000 aggregate

2. If the CONTRACTOR carries a *Commercial General Liability* policy, the limits of liability shall not be less than:

\$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage)
\$1,000,000 for Personal Injury Liability

\$2,000,000 aggregate for Products-Completed Operations
\$2,000,000 general aggregate

The State of Alaska, DEPARTMENT of Corrections shall be named as an "Additional Insured" under all liability coverages listed above.

- c. Automobile Liability Insurance:

Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following:

\$1,000,000 each occurrence
(Combined Single Limit for bodily injury and property damage.)

- d. Builder's Risk Insurance:

Coverage shall be on an "All Risk" completed value basis including "quake and flood" and protect the interests of the DEPARTMENT, the CONTRACTOR and his Subcontractors. Coverage shall include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site, in transit from port of arrival to job site and while temporarily located away from the Project site.

In addition to providing the above coverages the CONTRACTOR shall ensure that Subcontractors provide insurance coverages as noted in clauses a., b., and c. of this subparagraph. Builders Risk Insurance will only be required of subcontractors if so stated in the Supplementary Conditions.

- e. Other Coverages:

As specified in the Supplementary Conditions.

5.4.3 In addition to providing the above coverages the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of insurance shall be furnished to the Department prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number)"

5.5 Indemnification:

The CONTRACTOR shall indemnify, save harmless, and defend the DEPARTMENT, its agents and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the CONTRACTOR's performance of this 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.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2 Superintendence by CONTRACTOR:

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the DEPARTMENT. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

6.3 Character of Workers:

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

6.4 CONTRACTOR to Furnish:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance testing, start-up and completion of the Work.

6.5 Materials and Equipment:

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the DEPARTMENT or any of the DEPARTMENT's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

6.6 Anticipated Schedules:

- 6.6.1 Within fourteen (14) calendar days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work. No individual stage of work shall exceed fourteen (14) calendar days.

- 6.6.2 Within twenty one (21) days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review an anticipated schedule of Shop Drawing submissions
- 6.6.3 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit for review and approval:

Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

6.7 Finalizing Schedules:

Prior to processing the first Application for Payment the Contracting Officer and the CONTRACTOR will finalize schedules required by paragraph 6.6. The finalized progress schedule will be acceptable to the DEPARTMENT as providing information related to the orderly progression of the Work to completion within the Contract Time; but such acceptance will neither impose on the DEPARTMENT nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acknowledgment by the DEPARTMENT as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acknowledgment by the DEPARTMENT as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the DEPARTMENT or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the prosecution of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request the CONTRACTOR shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

6.9 Substitutes or "Or-Equal" Items:

- 6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.
- 6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.

- 6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the DEPARTMENT for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
- 6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed substitute. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.
- 6.9.5 Substitutions shall be permitted during or after the bid period as allowed and in accordance with Document 00020- Invitation for Bids, Document 00700-General Conditions, and Document 01630- Product Options and Substitutions.

6.10 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.9 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written Approval which will be evidenced by either a Change Order or a Shop Drawing Approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute.

6.12 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.13 Subcontractors:

The CONTRACTOR may utilize the services of appropriately licensed Subcontractors on those parts of the Work which, under normal contracting practices, are performed by Subcontractors, in accordance with the following conditions:

- 6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract. All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the DEPARTMENT to reject Defective Work.
- 6.13.2 The CONTRACTOR shall be fully responsible to the DEPARTMENT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- 6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the DEPARTMENT and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.
- 6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the DEPARTMENT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the DEPARTMENT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The DEPARTMENT will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.
- 6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.
- 6.13.6 The CONTRACTOR shall include on his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the DEPARTMENT by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall hold the DEPARTMENT harmless.

6.15 Structural Loading:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.16 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all Approved samples and a counterpart of all Approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.17 Safety and Protection:

The CONTRACTOR alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 6.17.1 All employees on the Work and other persons and organizations who may be affected thereby;
- 6.17.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 6.17.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.18 Safety Representative:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

6.19 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DEPARTMENT, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the DEPARTMENT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.20 Shop Drawings and Samples:

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and Approval of each such variation. All variations of the proposed Shop Drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or Contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the DEPARTMENT of his intent. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.
- 6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a

specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. Approval by the Contracting Officer will not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.

- 6.21.3 The DEPARTMENT shall be responsible for all DEPARTMENT review costs resulting from the initial submission and the forms resubmittal. The CONTRACTOR shall, at the discretion of the Contracting Agency, pay all review costs incurred by the DEPARTMENT as a result of any additional re-submittals.
- 6.21.4 Where a Shop Drawing or ample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

6.22 Maintenance During Construction:

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

6.23 Continuing the Work:

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the DEPARTMENT. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

6.24 Consent to Assignment:

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.25 Use of Explosives:

- 6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.
- 6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.
- 6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.26 CONTRACTOR's Records:

- 6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract

Documents.

- 6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.
- 6.26.3 Records of all communications between the DEPARTMENT and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The DEPARTMENT or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

6.27 Load Restrictions

The CONTRACTOR shall comply with all load restrictions as set forth in the "Administrative Permit Manual", and Title 17, Chapter 25, of the Alaska Administrative Code in the hauling of materials on public roads, beyond the limits of the project, and on all public roads within the project limits that are scheduled to remain in use upon completion of the project.

Overload permits may, at the discretion of the State, be issued for travel beyond the project limits for purposes of mobilization and/or demobilization. Issuance of such a permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to any type of construction will not be permitted. No overloads will be permitted on the base course or surface course under construction. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for ail damage done by his equipment.

ARTICLE 7- LAWS AND REGULATIONS

7.1 Laws to be Observed

The CONTRACTOR shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the DEPARTMENT and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the DEPARTMENT shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all federal, state and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the DEPARTMENT under this Contract.
- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the *Release of Contract*) will be verified with the Department of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the DEPARTMENT, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the DEPARTMENT for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 Compliance of Specifications and Drawings:

If the CONTRACTOR observes that the Specifications and Drawings supplied by the DEPARTMENT are at variance with any Regulatory Requirements, CONTRACTOR shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the DEPARTMENT are in accordance with such Regulatory Requirements.

7.5 Accident Prevention:

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 Sanitary Provisions:

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and DEPARTMENT representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

7.7 Business Registration:

Comply with AS 08.18.011, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or venturers whose name appears in the name under which the partnership or venture does business is registered."

7.8 Professional Registration and Certification:

All craft trades, architects, engineers and land surveyors, electrical administrators, and explosive handlers employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48,-08.40, and 08.52. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

7.9 Local Building Codes:

The CONTRACTOR shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes to include the obtaining of required permits.

7.10 Air Quality Control:

The CONTRACTOR shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

7.11 Archaeological or Paleontological Discoveries:

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra Work, such shall be covered by an appropriate Contract change document.

7.12 Applicable Alaska Preferences:

7.12.1 In determining the low bidder for State funded projects, a 5% bid preference has been given to "Alaska bidders", as required under AS 36.30.170. "Alaska bidder" means a person who:

- (1) holds a current Alaska business license;
- (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license
- (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1) through (4), above.

7.12.2 In determining the low bidder for State funded projects, an "Alaska products" preference has been given as required under AS 36.30.326 - 36.30.332, when the bidder designates the use of Alaska products. The Bidder shall complete the Alaska Products Preference Worksheet per its instructions and submit it with the Bid

Proposal. If the successful Bidder/CONTRACTOR proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful Bidder/CONTRACTOR in an amount equal to the product preference percentage granted to the successful Bidder/CONTRACTOR plus one percent multiplied by the total declared value of the Alaska products proposed but not used.

- 7.12.3 Pursuant to AS 36.15.050 and AS 36.30.322, "agricultural/wood" products harvested in Alaska shall be used in State funded projects whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state, when such products are not utilized, the CONTRACTOR shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The CONTRACTOR's use of agricultural/wood products that fail to meet the requirements of this section shall be subject to the provisions of paragraphs 12.6 through 12.9 relating to Defective Work.
- 7.12.4 The CONTRACTOR shall maintain records, in a format acceptable to the Contracting Officer, which establish the type and extent of "agricultural/wood" and "Alaska" products utilized. All record keeping and documentation associated with the requirements 7.12.2 and 7.12.3 of this paragraph must be provided to the DEPARTMENT upon written request or as otherwise provided within the Contract Documents.

7.13 Wages and Hours of Labor:

- 7.13.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor and, upon request, to the Contracting Officer to assure to assure compliance with AS 36.05.040, *Filing Schedule of Employees Wages Paid and Other Information*. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the Work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR's certified payrolls. Regardless of project funding source, copies of all certified payrolls supplied to the State Department of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors.
- 7.13.2 The following labor provisions shall also apply to this Contract:
- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
 - b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
 - c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
 - d. the DEPARTMENT shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.13.3 Within three calendar days of award of a construction contract, the CONTRACTOR shall file a "Notice of Work" with the Department of Labor and shall pay all related fees. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to the State Department of Labor. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.

7.14 Overtime Work Hours and Compensation:

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060-.110, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the *Contract Work Hours and Safety Standards Act* unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the DEPARTMENT for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

ARTICLE 8 -OTHER WORK

8.1 Related Work at Site:

- 8.1.1 The DEPARTMENT reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the Work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the DEPARTMENT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

8.2 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the DEPARTMENT (or the DEPARTMENT, if the DEPARTMENT is performing the additional work with the DEPARTMENT's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the Work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the DEPARTMENT and other contractors.

8.3 Defective Work by Others:

If any part of the CONTRACTOR's Work depends for proper execution or results upon the Work of any such other contractor, utility owner, or the DEPARTMENT, the CONTRACTOR shall inspect and promptly report to the Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

8.4 Coordination:

If the DEPARTMENT contracts with others for the performance of other work at the site, Contracting Officer will have authority and responsibility for coordination of the activities among the various prime contractors.

ARTICLE 9- CHANGES

9.1 DEPARTMENT's Right to Change:

Without invalidating the Contract and without notice to any Surety, the DEPARTMENT may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In State-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work

9.2 Authorization of Changes within the General Scope:

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized by one or more of following ways:

- 9.2.1 Directive (pursuant to paragraph 9.3)
- 9.2.2 A Change Order (pursuant to paragraph 9.4)
- 9.2.3 DEPARTMENT's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

9.3 Directive:

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (Pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.19).
- 9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.
- 9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the Work basis" as provided in 10.4

9.4 Change Order:

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11. A Change Order shall be considered executed when it is signed by the DEPARTMENT.

9.5 Shop Drawing Variations:

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

9.6 Changes Outside the General Scope; Supplemental Agreement:

Any change which is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by a Supplemental Agreement signed by the appropriate representatives of the DEPARTMENT and the CONTRACTOR.

9.7 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

9.8 Notification of Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable bond will be adjusted accordingly.

9.9 Differing Site Conditions:

- 9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which 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 this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an adjustment shall be made and the Contract modified in writing accordingly. An adjustment in compensation shall be computed under Article 10.
- 9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the Work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

9.10 Interim Work Authorization:

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and Price. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the Cost of the Work shall be documented pursuant to Article 10.4, to establish a basis for negotiating a lump sum price for the Change Order.

ARTICLE 10- CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or Supplemental Agreement.

10.2 Claim for Price Change:

Any claim for an increase or decrease in the Contract Price shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless notice requirements of this Contract have been met.

10.3 Change Order Price Determination:

The value of any Work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).
- 10.3.2 By mutual acceptance of a lump sum (fixed price) which includes overhead and profit. The lump sum (fixed price) shall be negotiated based on the estimated "cost of the Work" in accordance with Articles 10.4 and 10.5. The following maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be used in the negotiation of a Lump Sum Change Order:
- a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's fee shall be twenty percent;
 - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit for itself and all Subcontractors and multiple tiers thereof shall be fifteen percent of the cost incurred by the subcontractor actually performing the Work;
 - c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
 - d. The amount of credit to be allowed by the CONTRACTOR to the DEPARTMENT for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an amount equal to twenty percent of the net decrease; and
 - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 10.3.2.a through 10.3.2.d, inclusive
- 10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the "cost of the Work" (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.6).
- 10.3.4 Before a Change Order or Supplemental Agreement is Approved, the CONTRACTOR shall submit cost or pricing data regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

10.4 Cost of the Work:

The term "cost of the Work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the DEPARTMENT, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in subparagraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the DEPARTMENT and the CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the DEPARTMENT.
- 10.4.2 Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the DEPARTMENT deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the DEPARTMENT. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the DEPARTMENT, and the CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the DEPARTMENT, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the DEPARTMENT who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the Work" plus a fee, the Subcontractor' "cost of the Work" shall be determined in the same manner as the CONTRACTOR's "cost of work" as described in paragraphs 10.4 through 10.5; and the Subcontractor's fee shall be established as provided for under subparagraph 10.6.2 clause b. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- 10.4.5 Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the Workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements Approved by the DEPARTMENT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

For any machinery or special equipment (other than small tools) which has been authorized by the Project

Manager, the CONTRACTOR shall receive the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment", published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, CA 95131. Hourly rental rates shall be determined as follows:

The established hourly rental rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

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

Attachments shall not be included unless required for the time and materials work.

For equipment not listed in The Blue Book, the CONTRACTOR shall receive a rental rate as agreed upon before such work is begun. If agreement cannot be reached, the DEPARTMENT reserves the right to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates in the area.

These rates shall apply for equipment used during the CONTRACTOR's regular shift of 10 hours per day. Where the equipment is used more than 10 hours per day, either on the CONTRACTOR's normal work or on time and materials, and either on single or multiple shifts, an overtime rate, computed as follows, shall apply:

The hourly overtime rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.

Equipment which must be rented or leased specifically for work required under this section shall be authorized in writing by the Project Manager. The CONTRACTOR shall be paid invoice price plus 15%.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for time and materials, work, the actual cost of transferring the equipment to the site of the Work and return will be allowed as an additional item of expense. Where the move is made by common carrier, the move-in allowance will be limited to the amount of the freight bill or invoice. If the CONTRACTOR hauls the equipment with his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related work. .

Equipment ordered to be on a stand-by basis shall be paid for at the stand-by rental rate for the number of hours in the CONTRACTOR'S normal work shift, but not to exceed 8 hours per day. The stand-by rental rate shall be computed as follows:

The hourly stand-by rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, all multiplied by the area adjustment factor.

Time will be recorded to the nearest one-quarter hour for purposes of computing compensation to the CONTRACTOR for equipment utilized under these rates.

The equipment rates as determined above shall be full compensation, including overhead and profit, for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance costs. Cost of repairs, both major and minor, as well as charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

- d. Sales, consumer, use or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the DEPARTMENT. No such losses, damages and expenses shall be included in the "cost of the Work" for the purpose of determining the CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the DEPARTMENT in accordance with Article 5.

10.5 Excluded Costs:

The term "cost of the Work" shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5. 1 above).
- 10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR's Fee:

The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows.

- 10.6.1 A mutually acceptable fixed fee; or if none can be agreed upon.
- 10.6.2 A fee based on the following percentages of the various portions of the "cost of the Work":
 - a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's fee shall be fifteen percent;
 - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the Work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit for itself and all Subcontractors and multiple tiers thereof shall be fifteen percent of the cost incurred by the subcontractor actually performing the Work;
 - c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
 - d. The amount of credit to be allowed by the CONTRACTOR to the DEPARTMENT for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an amount equal to fifteen percent of the net decrease; and
 - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.a through 10.6.2.d, inclusive.

10.7 Cost Breakdown:

Whenever the cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in a form acceptable to the DEPARTMENT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances:

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

- 10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
- 10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due the CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work:

- 10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the

DEPARTMENT in accordance with paragraph 10.10.

- 10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.
- 10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted; except as provided below:
- a. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more than 25 percent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above 125 percent of the quantity stated in the bid schedule.
 - b. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally bid for the item.

10.10 Determinations for Unit Prices:

The Contracting Officer will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Contracting Officer will review with the CONTRACTOR preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Contracting Officer's acknowledgment thereof will be final and binding on the CONTRACTOR, unless, within 10 days after the date of any such decisions, the CONTRACTOR delivers to the Contracting Officer written notice of intention to appeal from such a decision.

ARTICLE 11- CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 Starting the Work:

No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after Award has been made, to permit them to order long lead materials which could cause delays in Project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 Computation of Contract Time:

11.3.1 When the Contract Time is specified on a Calendar Day basis, all Work under the Contract shall be completed within the number of Calendar Days specified. The count of Contract Time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein.

Calendar Days shall continue to be counted against Contract Time until and including the date of Substantial Completion of the Work.

11.3.2 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Substantial Completion.

11.3.3 The Contract Time shall be as stated on form 25D-9, Proposal.

11.4 Time Change:

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the DEPARTMENT in its contractual capacity, acts of another contractor in the performance of a contract with the DEPARTMENT, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract:

All time limits stated in the Contract Documents are of the essence of the Contract.

11.7 Reasonable Completion Time:

It is expressly understood and agreed by and between the CONTRACTOR and the DEPARTMENT that the date of

beginning and the time for Substantial Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages:

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his Sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time.

Liquidated and actual damages for delay shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT in the amount as specified in the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the time required by the Contract, or any extension thereof. If a listing of incidents resulting from a delay and expected to give rise to actual or liquidated damages is not established by the Contract Documents, then the CONTRACTOR and his Surety shall be liable to the DEPARTMENT for any actual damages occasioned by such delay. The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the DEPARTMENT will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated to arise, and include those items enumerated in the Supplementary Conditions.

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or DEPARTMENT costs, fees, and charges related to procurement. If a default termination occurs, the CONTRACTOR or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

The CONTRACTOR warrants and guarantees to the DEPARTMENT that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this article.

12.2 Access to Work:

The DEPARTMENT and the DEPARTMENT's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections:

- 12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or Approvals.
- 12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with DEPARTMENT's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The DEPARTMENT may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.
- 12.3.4 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.
- 12.3.5 Neither observations nor inspections, tests or Approvals by the DEPARTMENT or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering Work:

- 12.4.1 If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for the Contracting Officer's observation and replaced at the CONTRACTOR's expense.

12.4.2 If the Contracting Officer considers it necessary or advisable that covered Work be observed inspected or tested, the CONTRACTOR, at the Contracting Officer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Contracting Officer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be Defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.5 DEPARTMENT May Stop the Work:

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other-professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one year after the date of Substantial Completion of the relevant portion of the Work or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the CONTRACTOR shall promptly, without cost to the DEPARTMENT and in accordance with the Contracting Officer's written instructions, either correct such Defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the DEPARTMENT may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the DEPARTMENT before Substantial Completion of all the Work, the correction period for that item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

12.8 Acceptance of Defective Work:

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. If the DEPARTMENT has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT.

12.9 DEPARTMENT May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the DEPARTMENT may, after 7 days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the DEPARTMENT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials-and equipment stored at the site or approved remote storage sites or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the DEPARTMENT in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of time because of any delay in performance of the Work attributable to the exercise, by the Contracting Officer, of the DEPARTMENT's rights and remedies hereunder.

ARTICLE 13 -PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Contracting Officer. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Preliminary Payments:

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Price as stated in the Contract.

13.3 Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis.

13.4 Review of Applications for Progress Payment:

Contracting Officer will either indicate in writing a recommendation of payment or return the Application for Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

13.5 Stored Materials and Equipment:

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the DEPARTMENT has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the DEPARTMENT's interest therein, all of which will be Satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

13.6 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the DEPARTMENT no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.7 Withholding of Payments:

The DEPARTMENT may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

- 13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.

- 13.7.2 The Contract Price has been reduced by Change Order,
- 13.7.3 The DEPARTMENT has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The DEPARTMENT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1. a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the DEPARTMENT or against the funds held by the DEPARTMENT on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the DEPARTMENT to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
- 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage:

At any time the DEPARTMENT finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Contracting Officer finds that satisfactory progress is being made.

13.9 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the DEPARTMENT, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the DEPARTMENT shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

The DEPARTMENT shall be responsible for all DEPARTMENT costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the DEPARTMENT resulting from re-

inspections, thereafter.

13.11 Access Following Substantial Completion:

The DEPARTMENT shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the DEPARTMENT shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.12 Final Inspection:

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate Consultant(s) and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the DEPARTMENT resulting from re-inspections.

13.13 Final Completion and Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, and other documents - all as required by the Contract Documents; and after the Contracting Officer has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.18, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all remaining certificates, warranties, guarantees, releases, affidavits, and other documentation required by the Contract Documents.

13.14 Final Payment:

13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation- all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the DEPARTMENT will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.

13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the DEPARTMENT for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the DEPARTMENT with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.15 Final Acceptance:

Following certification of payment of payroll and revenue taxes, and final payment to the CONTRACTOR, the DEPARTMENT will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.17.

13.16 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the DEPARTMENT, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the DEPARTMENT or Using Agency, nor any act of acceptance by the DEPARTMENT nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the DEPARTMENT will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

When it is anticipated that restarting, testing, adjusting, or balancing of systems will be required following Final Acceptance and said requirements are noted in Section(s) 01650, such Work shall constitute a continuing obligation under the Contract.

13.17 Waiver of Claims by CONTRACTOR:

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the DEPARTMENT other than those previously made in writing and still unsettled.

13.18 No Waiver of Legal Rights:

The DEPARTMENT shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The DEPARTMENT shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the DEPARTMENT, or any representative of the DEPARTMENT, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the DEPARTMENT, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right 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.

ARTICLE 14- SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 DEPARTMENT May Suspend Work:

- 14.1.1 The DEPARTMENT may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefor as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.
- 14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or Approved remote storage sites.

14.2 Default of Contract:

- 14.2.1 The Contracting Officer may give the CONTRACTOR and its surety a written Notice to Cure Default if the CONTRACTOR:
- a. fails to begin work in the time specified,
 - b. fails to use sufficient resources to assure prompt completion of the Work,
 - c. performs the Work unsuitably or neglects or refuses to remove and replace rejected materials or work,
 - d. stops work,
 - e. fails to resume stopped work after receiving notice to do so,
 - f. becomes insolvent (except that if the CONTRACTOR declares bankruptcy, termination will be under Title 11 US Code 362 and/or 365. The CONTRACTOR'S bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the Work in a timely manner.
 - g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
 - h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
 - i. Disregards Regulatory Requirements of any public body having jurisdiction, or
 - j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
 - k. fails to comply with Contract minimum wage payments or civil rights requirements, or
 - l. is a party to fraud, deception, misrepresentation , or
 - m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.
- 14.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the DEPARTMENT to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the DEPARTMENT. The DEPARTMENT will provide the CONTRACTOR or its surety with a written Notice of Default Termination that details the default and the failure to cure it.
- 14.2.3 If the CONTRACTOR or its Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the DEPARTMENT may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The DEPARTMENT may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be

used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the DEPARTMENT may deem expedient. The DEPARTMENT may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

- 14.2.4 The Contracting Officer may, by written notice to the CONTRACTOR and its Surety or its representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at its option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the DEPARTMENT for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the Contract Documents.
- 14.2.5 After the notice of termination is issued, the DEPARTMENT may take over the Work and complete it 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.
- 14.2.6 Rather than taking over the Work itself, the DEPARTMENT may transfer the obligation to perform the Work from the CONTRACTOR to its surety. The surety must submit its plan for completion of the Work, including any contracts or agreements with third parties for completion, to the DEPARTMENT for approval prior to 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.
- 14.2.7 On receipt of the transfer notice, the surety must take possession of all materials, tools, 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. However the DEPARTMENT will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. The CONTRACTOR shall forfeit any right to claim for the same work or any part thereof. The CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract.
- 14.2.8 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.9 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the DEPARTMENT in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the DEPARTMENT and any amounts due to persons for whose benefit the DEPARTMENT has withheld funds, such excess shall be paid by the DEPARTMENT to the CONTRACTOR. If the damages, costs, and expenses due the DEPARTMENT exceed the unpaid balance, the CONTRACTOR and its Surety shall pay the difference.
- 14.2.10 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

Where the CONTRACTOR's services have been so terminated by the DEPARTMENT, the termination will not affect any rights or remedies of the DEPARTMENT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the DEPARTMENT will not release the CONTRACTOR from liability.

14.4 Convenience Termination:

14.4.1 The performance of the Work may be terminated by the DEPARTMENT in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the DEPARTMENT. Any such termination shall be effected by-delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the DEPARTMENT the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

14.4.2 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:

- a. Stop Work on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the DEPARTMENT;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire any interest.

The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.3 When the DEPARTMENT orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15% with materials becoming the property of the DEPARTMENT- or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the DEPARTMENT shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost; freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancellation without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the DEPARTMENT. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

- a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:
 1. Loss of anticipated profits or 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
- 14.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90-day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- 14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.
- 14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:
- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
 - b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
 - c. So far as practicable, claims by the CONTRACTOR for idled or stand-by equipment shall be made as follows: 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. Under no circumstance, may the CONTRACTOR base equipment claims on published rental rates.
 2. Idle or stand-by time for Contractor-owned equipment, based on the CONTRACTOR'S internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by 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, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates the CONTRACTOR has agreed to pay and no more than forty percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.
- 14.4.7 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:
- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
 - b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;
 - c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the

CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,

- d. All progress payments made to the CONTRACTOR under the provisions of this section.
- 14.4.8 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or its Surety from liability.
- 14.4.9 The CONTRACTOR's termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the CONTRACTOR under Article 15.
- 14.4.10 The CONTRACTOR'S termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.
- a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.
 - b. 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 its contemporaneously maintained accounting or other financial records and supported by original source documentation.
 - c. 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 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."

ARTICLE 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES

15.1 Notification

- 15.1.1 The CONTRACTOR shall notify the DEPARTMENT in writing as soon as the CONTRACTOR becomes aware of any act or occurrence which 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 DEPARTMENT 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 has notified the DEPARTMENT in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.
- 15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which he basis his extension request, provide the DEPARTMENT with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The DEPARTMENT will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules under Section 13.10.
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the DEPARTMENT within the next 14 days.
- 15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The CONTRACTOR shall provide the DEPARTMENT access to any such records and furnish the DEPARTMENT 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 prove 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 permissible to show damages. 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.
- 15.1.5 If the claim or dispute is not resolved by the DEPARTMENT, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledge of the receipt of the Claim.
- 15.1.6 The CONTRACTOR waives any right to claim if the DEPARTMENT 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.

15.2 Presenting the Claim

- 15.2.1 The Claim must include all of the following:
- a. The act, event, or condition the claim is based on
 - b. The Contract provisions which apply to the claim and provide relief
 - c. The item or items of Contract work affected and how they are affected
 - d. The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated
 - e. A statement certifying that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of your knowledge and belief, and that the amount requested accurately reflects the Contract adjustment which the CONTRACTOR believes is due.

15.3 Claim Validity, Additional Information, and DEPARTMENT's Action

- 15.3.1 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.
- 15.3.2 The DEPARTMENT can make written request to the CONTRACTOR at any time for additional information relative to the Claim. The CONTRACTOR shall provide the DEPARTMENT the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may be regarded as a waiver of the Claim.

15.4 Contracting Officer's Decision

The CONTRACTOR will be furnished the Contracting Officer's Decision within 90 days, unless the Contracting Officer requests additional information or gives the CONTRACTOR notice that the time for issuing a decision is being extended for a specified period under AS 36.30.620. The Contracting Officer's decision is final and conclusive unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a Notice of Appeal to the Appeals Officer. Procedures for appeals are covered under AS 36.30.625 and AS 36.30.630.

15.5 Fraud and Misrepresentation in Making Claims

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 defraud or attempt to defraud the DEPARTMENT at any stage of prosecuting a claim under this Contract.

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**STATE OF ALASKA
DEPARTMENT OF CORRECTIONS**

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS TO:

**MODIFICATIONS TO THE GENERAL CONDITIONS OF
THE CONSTRUCTION CONTRACT FOR BUILDINGS**

The following supplements modify, change, delete from, or add to Section 00700 "General Conditions of the Construction Contract for Buildings", revised December 2011. Where any article of the General Conditions is modified, or a Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

SC-1- DEFINITIONS

A. At General Conditions Article 1, definition of:

1. **CFR** - Initials that stand for the Code of Federal Regulations.
2. **OWNER**- The State of Alaska, Department of Corrections.
3. **QUALITY ASSURANCE ACCEPTANCE TESTING**- This is all sampling and testing performed by the DEPARTMENT to determine at what level the product or service will be accepted for payment. Qualified personnel and laboratories will perform sampling and testing. The DEPARTMENT pays for this testing.
4. **QUALITY ASSURANCE PROGRAM (QA PROGRAM)**- An FHWA required program developed by the DEPARTMENT (see Section 01400). The QA program assures that materials and workmanship incorporated into each Federal-aid highway construction project conforms to the Contract Plans and Specifications, including changes. This QA Program consists of all those planned and systematic actions necessary to provide adequate confidence that the product or service will satisfy given requirements for quality. The QA Program includes the CONTRACTOR'S Quality Control Plan, acceptance testing, verification testing, independent assurance testing, and quality level analysis.
5. **QUALITY CONTROL PROGRAM (QC PROGRAM)** – The CONTRACTOR'S, Subcontractor's or Supplier's operational techniques and activities that maintain control of the manufacturing process to fulfill the Contract requirements. This may include materials handling, construction procedures, calibration and maintenance of equipment, production process control, material sampling, testing and inspection, and data analysis.
6. **RESIDENT ENGINEER OR INSPECTOR**- The Engineer's authorized representative assigned to make detailed observations relating to contract performance.

SC-2.4 - VISITS TO SITE/PLACE OF BUSINESS

At General Conditions Article 2.4, delete the first four words of the first sentence ("The Contracting Officer will ...") and replace with the following words "The Contracting Officer has the right to, but is not obligated to..."

SC-4.2 - VISIT TO SITE

At General Conditions Article 4.2, delete this article in its entirety and replace with the following article:

- 4.2.1. Pre-bid site visit is schedule for April 15, 2025 at 1:30 P.M. local time. HIGHLY RECOMMENDED.
- 4.2.2. The submission of a bid by the CONTRACTOR is considered a representation that the CONTRACTOR has reviewed and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents."

SC-4.3 - EXPLORATIONS AND REPORTS

At General Conditions Article 4.3, add the following paragraph:

"All reports and other records (if available) are provided for informational purposes only to all plan holders listed with the DEPARTMENT as General Contractors and are available to other planholder's upon request. They are made available, so Bidders have access to the same information available to the DEPARTMENT. The reports and other records are not intended as a substitute for independent investigation, interpretation, or judgment of the Bidder. The DEPARTMENT is not responsible for any interpretation or conclusion drawn from its records by the Bidder. While referenced by or provided with the Contract Documents; the recommendations, engineering details, and other information contained in these reports of explorations shall not be construed to supersede or constitute conditions of the Contract Documents."

SC-5.4.1 - INSURANCE REQUIREMENTS

At General Condition Article 5.4.1, delete the second to the last sentence and replace with the following: "The delivery to the DEPARTMENT of a written notice in accordance with the policy provisions is required before cancellation of any coverage or reduction in any limits of liability."

SC-5.4.2a-WORKERS COMPENSATION INSURANCE

At General Condition Article 5.4.2a, delete paragraph "a" in its entirety and replace with the following:

- a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract. Coverage shall include:
 - 1. Waiver of subrogation against the State.
 - 2. Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.
 - 3. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
 - 4. Whenever the work involves activity on or about navigable waters, the Workers'

Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000."

SC-6.13 - SUBCONTRACTORS

A. Add the following paragraph:

6.13.7 The CONTRACTOR may, without penalty, replace a Subcontractor who:

1. Fails to comply with the licensing and registration requirements of AS 08.18;
2. Fails to obtain or maintain a valid Alaska Business License;
3. Files for bankruptcy or becomes insolvent;
4. Fails to execute a subcontract or performance of the work for which the Subcontractor was listed, and the CONTRACTOR has acted in good faith;
5. Fails to obtain bonding acceptable to the DEPARTMENT;
6. Fails to obtain insurance acceptable to the DEPARTMENT;
7. Fails to perform subcontract work for which the Subcontractor was listed;
8. Must be replaced to meet the CONTRACTOR'S required state or federal affirmative action requirements.
9. Refuses to agree to abide by the CONTRACTOR'S labor agreement; or
10. Is determined by the DEPARTMENT to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new Subcontractor or replace a listed Subcontractor. The DEPARTMENT will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the state.

The contractor shall submit a written request to add a new Subcontractor or replace a listed Subcontractor to the Contracting Officer a minimum of five working days prior to the date the new Subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a CONTRACTOR violates this article, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the department; or
2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue."

SC-6.17 – SAFETAY AND PROTECTION

Add the following paragraph at the end of the existing text:

6.17.4 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.
6. Measures to comply with Executive Order 13513 – Federal leadership on reducing text messaging while driving, dated October 1, 2009. And DOT Order 3902.10 – Text messaging while driving, dated December 30, 2009
7. Measures to comply with Alaska Statute 28.35.161 – Driving a motor vehicle with a screen device operating; unlawful installation of television, monitor, or similar device.

SC-6.18 – SAFETY REPRESENTATIVE

At General Conditions Article 6.18, delete this article in its entirety and replace with the following article:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer. The responsible safety person must maintain OSHA 29 CFR 30-Hour Construction Safety training certificate. Training must have been completed within the past 5 years. Training card must be provided prior to starting any site construction activities.

SC-7.2 - PERMITS, LICENSES, AND TAXES

A. In Paragraph 7.2.1, add the following subparagraphs:

The terms, conditions, and stipulations in permits obtained either by the DEPARTMENT or by the CONTRACTOR is made part of this Contract.

1. The CONTRACTOR shall procure all other permits and licenses required to complete the project, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
2. The CONTRACTOR shall obtain the State of Alaska Fire Marshal plan review.

SC-7.12-APPLICABLE ALASKA PREFERENCES

At General Condition Article 7.12. add the following paragraph:

"7.12.5 Alaska Veteran's Preference (AS 36.30.321). In determining the low bidder for State funded projects, a 5% bid preference has been given to a bidder who qualifies under AS 36.30.321 (f) as an Alaska bidder and is a Qualifying Entity. This preference may not exceed \$5,000.00. In this subsection a "Qualifying Entity" means a:

1. Sole proprietorship owned by an Alaska Veteran;
2. Partnership under AS 32.06 or AS 32.11 if a majority of the Members are Alaska veterans;
3. Limited liability Company organized under AS 10.50 and if a majority of the members are Alaska veterans; or
4. Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies. To qualify for this preference, the bidder must add value by the bidder actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies or the general nature solicited to other state agencies, government, or the general public. An Alaska veteran shall be a resident of this state and an individual who served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or

Alaska Territorial Guard, the Alaska Army National Guard, or the Alaska Navel Militia; and was separated from service under a condition that was not dishonorable.

The bidder shall provide an Alaskan Veteran's Preference Affidavit on Form 2SD-17, certifying they qualify as an Alaska bidder eligible for Alaska Veteran's preference according to AS 36.30.

SC-7.13-WAGES AND HOURS OF LABOR (Federal Wages/Hours not required)

A. In paragraph 7.13.3, delete this paragraph in its entirety and replace with the following paragraphs: 7.13.3 Notice of Work and Completion; Withholding of Payment

- A. Within three calendar days of award of a construction contract, the CONTRACTOR Shall file a "Notice of Work" with the Department of Labor and Workforce Development (DOLWD) fees per AS 36.08.045. The CONTRACTOR lists all their Subcontractors who will perform any portion of work on the contract and the contract price being paid to each subcontractor. The primary contractor shall pay all filing fees for each subcontractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each subcontractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. **The "Notice of Work" is available at <http://www.labor.state.ak.us/lss/forms/notice-of-work.pdf>**
- B. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to DOLWD. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.
- C. Upon completion of all work, the primary contractor shall file with DOLWD a "Notice of Completion" together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after DOLWD's receipt of the primary contractor's notice of completion, DOLWD shall inform the DEPARTMENT of the amount, if any, to be withheld from the final payment. **The " Notice of Completion Form" is available at; <http://www.labor.state.ak.us/lss/forms/not-comp-pub-wrks.pdf>**

SC-9.1-DEPARTMENTS RIGHT TO CHANGE

At General Condition Article 9.1, ADD THE FOLLOWING SENTENCE;

Without invalidating the Contract and without notice to any Surety, the DEPARTMENT may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

SC-9.4 – CHANGE ORDER

Changes in scope of work or cost must be pre-approved by Clif Reagle, Project Manager.

SC-12.1-WARRANTY AND GUARANTEE

At General Condition Article 12.1, add the following sentence:

"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."

SC-15.1-NOTIFICATION

In Paragraph 15.1.2, delete, "Section 01310" and replace with Section 01 32 00.

**END OF
SECTION 00800**

NOTICE TO BIDDERS

In an attempt to save money and paper the department will no longer send hard copies out with solicitations on construction projects of the PAM 600. Instead, we have provided web links and contact information below. If you are unable to view this links and would like a hard copy of these documents, please contact the Procurement Officer for this project and request a copy.

Pamphlet 600: Laborers' & Mechanics' Minimum Rates of Pay

<http://labor.state.ak.gov/lss/pamp600.htm>

Pamphlet 400: Title 36 Public Contracts & 8 AAC Chapter 30

<http://labor.state.ak.gov/lss/forms/Pam400.pdf>

Notice of Work / Notice of Completion (Required On All Projects Over \$25K)

You must submit these through “My Alaska” web link at <https://my.alaska.gov/> you must register if not already.

Once you have logged in, return to the home page under “Services for Businesses”, click on “LSS-Online Filing Services”.

<https://certpay.dol.alaska.gov/portal.aspx>

Employment Preference Determination (July 1, 2017)

<http://labor.alaska.gov/lss/forms/2017-employment-pref-determination.pdf>

DOL Alaska Employment Preference Information

<http://labor.alaska.gov/lss/forms/2015-employment-info-sheet.pdf>

Alaska Wage and Hour Administration

Offices / Hours and Web links:

Anchorage: Anchorage.lss-wh@alaska.gov

Phone: 907-269-4909

Fax: 907-269-4915

Juneau: Juneau.lss-wh@alaska.gov

Phone: 907-465-4842

Fax: 907-465-3584

Fairbanks: Fairbanks.lss-wh@alaska.gov

Phone: 907-451-2886

Fax: 907-451-2885

If you have questions or need further assistance, please contact the Procurement Officer.

SECTION 01000
GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- 1.02 Related Documents
- 1.03 Work Covered by Contract Documents
- 1.04 Contract Method
- 1.05 Building Permits and Inspections
- 1.06 Substantial / Final Completion
- 1.07 Contractor Use of the Premises
- 1.08 Department of Corrections Occupancy
- 1.09 Department Furnished Products
- 1.10 Alternates
- 1.11 Applications for Payment
- 1.12 Reference Standards
- 1.13 Pre-Bid Site Visit
- 1.14 Progress Meetings
- 1.15 Submittals
- 1.16 Shop Drawings
- 1.17 Product Data
- 1.18 Electricity, Lighting
- 1.19 Heat, Ventilation
- 1.20 Water
- 1.21 Sanitary Facilities
- 1.22 Enclosures / Barriers
- 1.23 Protection of Installed Work
- 1.24 Cleaning During Construction
- 1.25 Removal
- 1.26 Contract Closeout Procedures
- 1.27 Project Record Documents
- 1.28 Operation and Maintenance Data
- 1.29 Warranties
- 1.30 Spare Parts and Maintenance Materials

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary conditions.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

Work covered by the contract document is located at Ketchikan Correctional Center (KCC) in Ketchikan, Alaska. Work on this contract consists of all materials, equipment, labor, site prep and travel to

Ketchikan, Alaska. Contractor is to refer to the Scope of Work for more detailed information. Work is located at Ketchikan Correctional Center (KCC), 1201 Schoenbar Road, Ketchikan, Alaska 99901.

SCOPE OF WORK:

The Alaska Department of Corrections, Ketchikan Correctional Center, is requiring a contractor to scale loose rock, improve drainage from the rock face and create a walkway further away from the rock face for pedestrian traffic around the KCC perimeter fence.

Project work will accept upon completion of all requirements specified within the construction contract. Project will be considered substantially complete when the work is ready to be used for its intended purpose. Final Completion will occur when all punch list work, closeout documents, and all other remaining items are accepted as complete.

KCC is a 24/7 Correctional Facility. Security requirements required. All contractors must be able to pass a security background check prior to start working.

CONTRACT METHOD

- A. All work shall be performed under a single fixed-price contract.

1.04 BUILDING PERMITS AND INSPECTIONS

- A. Contractor shall call for all building inspections required by the City of Ketchikan for this project and obtain all required permits for this project.

1.05 SUBSTANTIAL / FINAL COMPLETION

- A. Project shall be substantially completed by **October 15, 2025**, after Award of Contract or Notice to Proceed is issued. Substantial Completion defined by "Work ready for its intended use by the Owner."
- B. Final Completion date is **October 31, 2025**.

1.06 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work and for construction operations, to allow for DOC occupancy and security.
- B. Site availability to Contractor is to be coordinated through the On-Site Project Manager.
- C. Contractor is hereby advised that there is no equipment, there are no tools, and there are no materials at the facility available for the use of the Contractor.

1. Project Manager will be Clif Reagle, (907) 269-7358, clifton.reagle@alaska.gov.
2. On-site Contact person, KCC Superintendent Ed Hendricks @ 907-228-7362.

1.07 DEPARTMENT OF CORRECTIONS OCCUPANCY

- A. DOC will not directly occupy project area during the construction period. However, DOC will continue to occupy the facility and inmates and staff will require limited access in and around the construction area during the entire period of construction. Coordinate with the DOC on-site Project Manager to minimize conflict when needing to access construction area.

1.08 DEPARTMENT FURNISHED PRODUCTS – Not Used

1.09 ALTERNATES – See above Scope of Work.

1.10 APPLICATIONS FOR PAYMENT

- A. Submit two copies of application on Application for Payment form provided by the Department or on contractor form acceptable to the Department.
- B. Content & Format: Include contract number, period covered by the project. Identify portion of contract the invoice is for, i.e., Basic Bid and/or Change Order (if applicable).

1.11 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Project Advertisement date, or Effective Date of the Contract when there was no advertisement, except when a specific date is specified.
- C. Specific Required Reference Standards will be listed in each Specification Section.

1.12 PRE-BID SITE VISIT

- A. The DOC has scheduled a pre-bid site visit for **April 15, 2025 at 1:30 PM** local time. **The site visit for this project is Highly Recommended.**

1.13 PROGRESS MEETINGS

- A. Contractor to allow time each week to meet with the Project Manager or his representative to review the work in progress and

his proposed schedule. This will be an informal meeting on a day and time convenient to both parties.

1.14 SUBMITTALS

A. Deliver one (1) copy plus the number required for the Contractor's use of Project submittals as directed. Transmit each item under Department accepted format. Apply contractor's review stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the contract documents. Identify variations from contract documents and products or system limitations.

B. After DOC review of submittal, revise and resubmit as required.

1.15 SHOP DRAWINGS

A. When required by the Contract Documents, submit the number of opaque reproductions that Contractor requires, plus four copies, which will be retained by DOC.

1.16 PRODUCT DATA

A. Where required by the Contract Documents, mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

B. Submit the number of copies that the Contractor requires, plus four copies that will be retained by the DOC.

1.17 ELECTRICITY, LIGHTING

A. Connect to existing service; provide branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords. Department will pay costs of energy used. Take measures to conserve energy.

B. Provide lighting for construction operations.

C. Existing and permanent lighting may be used during construction. Maintain lighting and make routine repairs.

1.18 HEAT, VENTILATION

A. Coordinate use of existing facilities with Department; extend and supplement with temporary units as required to maintain specified conditions for construction operations, to protect materials and

finishes from damage due to temperature or humidity. Department will pay costs of energy used.

- B. Prior to operation of permanent facilities for temporary purposes, verify that installation is approved for operation, and that filters are in place. Provide and pay for operation and maintenance.
- C. Provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.19 WATER

- A. Provided by the Facility. Contact KCC Superintendent Ed Hendrick to arrange for hook-up.

1.20 SANITARY FACILITIES

- A. Contractor to provide.

1.21 ENCLOSURES / BARRIERS

- A. Provide as required to prevent public entry to construction areas to provide for Department and Using Agency's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades as required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water, as required.

1.22 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic, as required, in immediate area to minimize damage
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.
- C. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped area.

1.23 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish, clean area and dispose of off-site.
- B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.24 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.

1.25 CONTRACT CLOSEOUT PROCEDURES

- A. Comply with procedure stated in the General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Using Agency will occupy Project for the purpose of conduct of business under provision stated in certificate of Substantial Completion.
- C. When Contractor considers work has reached Final Completion, submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and requesting Department inspection.
- D. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Price and sum due.
- E. Department will issue a summary Change Order reflecting final adjustments to Contract price not previously made by Change Order.

1.26 PROJECT RECORD DOCUMENTS - Not Used.

1.27 OPERATION AND MAINTENANCE DATA

- A. Provide data for:
 - 1. Mechanical/Plumbing equipment and controls.
 - 2. Electrical equipment, controls, and visual / audible alarms.
- A. Operation and maintenance instructions. For each system, give names, addresses, and phone numbers of Subcontractors and Suppliers.
 - 1. Appropriate design criteria.
 - 2. List of equipment.
 - 3. Parts list.
 - 4. Operating instructions.
 - 5. Maintenance instructions, equipment.
 - 6. Maintenance instructions, finishes.
 - 7. Shop drawings and product data.
 - 8. Warranties.

1.28 WARRANTIES

- A. Contractor shall guarantee / warranty the work, material, and labor for one (1) year from the date of project acceptance. Provide duplicate, notarized copies.
- B. Submit material prior to final application for payment. For equipment put into use with Department permission during construction, submit within 10 days after first operation. For items of work delayed materially beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.29 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, and maintenance materials from excess materials remaining from that used from construction of work. Coordinate with Department deliver to Project site and obtain receipt prior to final payment.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This document outlines security provisions that the CONTRACTOR working at the Ketchikan Correctional Center (KCC) will be required to follow. The facility is an occupied maximum-security institution housing unsentenced and sentenced male/female inmates. As the performance of the Work could impact the operation of the institution, the Department of Corrections (DOC) is concerned that the CONTRACTOR understands and complies with its security requirements. The intent of this Section is to prevent: any escape, sabotage, or assault attempt; any disturbance, or the importation of contraband.

1.02 REQUIREMENTS INCLUDED

- A. Security Check
- B. Project Manager
- C. Personnel Access
- D. Vehicle Access
- E. Tool Control
- F. Contraband

1.03 RELATED REQUIREMENTS

- A. Section 01000 – General Requirements

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SECURITY CHECK

- A. All personnel (CONTRACTOR and Subcontractor staff) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to CONTRACTOR's forces by KCC prior to start of on-site work.
- B. The CONTRACTOR will submit a list of personnel and a completed "Request for Clearance and PREA" form for each individual to the Facilities Manager (Clif Reagle) assigned and forwarded to the security officer for review at least 72 hours prior to commencement of work. A clearance form will be provided to the Contractor upon award of the contract. In general, the following information is required for each person:
 - 1. Full name.
 - 2. Residence address.
 - 3. Telephone Number.
 - 4. Date of birth.

5. Social Security Number.
 6. Valid driver's license and state of issue, or other photo identification bearing social security number.
- C. The security check will look for recent or frequent past convictions or for outstanding warrants. KCC reserves the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.

3.02 PROJECT MANAGER

- A. **Clif Reagle Project Manager**, or designee will be the liaison between the CONTRACTOR and the facilities.
- B. In the event of an emergency affecting the secure operation of KCC, the Project Manager is authorized to direct the CONTRACTOR to take appropriate action. The directions of the Project Manager will be followed immediately.
- C. The Project Manager shall be briefed each week by the CONTRACTOR regarding the CONTRACTOR's work requirements and weekly work plan for the subsequent week. This briefing may be performed concurrently with the progress meetings that may be required under the contract.

3.03 PERSONNEL ACCESS

- A. Access to the Work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections to prevent importation of contraband and escape of inmates.
- B. Construction crews will report to the front desk at the beginning of each shift to obtain their identification badge or visitors badge and sign in on the Contractor's log. At the end of each shift, workmen will return their badges to this office and sign out on the Contractor's log. If workers leave the compound at lunch, they will leave as a group. Contractor should encourage workmen to bring lunch rather than leave.
- C. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:
 1. Contractors or workers that are incompetent, careless, or otherwise detrimental to the work or the security of the facility.
 2. Security requirements.
 3. Disruptive, abrasive, and/or argumentative conduct.
 4. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility.
 5. Refusal to submit to search of personal property/belongings or themselves.
 6. Health problems.
 7. Failure to show proper identification.
 8. Failure to follow the direction of Correctional Officers and/or staff members.
 9. Having any contact or interaction with inmates.
 10. Failure to pass security check.

11. Failure to secure tools and work areas. (Contractor is required to provide personnel to secure his work area and tools. This means that there will be a member of the Contractor's staff in the active work area. If no personnel are physically present in the work area, the work area and/or tools will be secured.)
12. Unauthorized photograph of facility or occupancy to include staff and inmates.

3.04 VEHICLE ACCESS

- A. No privately-owned vehicles may enter inside the security fence without approval of the DOC on-site Security Officer. Employee vehicles can be parked in the employee/visitor parking lot outside the security fence.
- B. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location if they can be secured and upon the approval of the facilities on-site Security Officer.

3.05 TOOL CONTROL

- A. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects that would be considered contraband.
- B. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store within locked cabinets, locked containers, or locked storage trailers.
- C. Maintain written inventory of tools and equipment daily. Tools and equipment that cannot be accounted for at the end of each workday shall be brought to the immediate attention of the Security Officer.

3.06 CONTRABAND

- A. The mailing, bartering, introducing, exchanging, or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the institution.

The following quotes are from Alaska Statutes and are provided herein to inform the CONTRACTOR:

Title 11 - Alaska Statutes

Section 11.56.375, Promoting contraband in the first degree.

1. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
 - a. a deadly weapon;
 - b. an article that is intended by the defendant to be used as a means of facilitating an escape;
 - c. a controlled substance; or

2. Promoting contraband in the first degree is a class C felony.

Section 11.56.380, Promoting contraband in the second degree.

1. A person commits the crime of promoting contraband in the second degree if the person:
 - a. Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
 - b. Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
2. Promoting contraband in the second degree is a Class A misdemeanor.
 - a. Effective August 26, 1999, contraband includes tobacco products.

Sec. 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

END OF SECTION

SECTION 01560 - CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Execute cleaning during progress of the Work and at completion of the Work.

1.2 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

PART - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and wind blown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Properly remove waste materials, debris and rubbish from the site and legally dispose of.

3.2 DUST CONTROL

- A. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.3 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion or Using Agency occupancy, the Contractor shall conduct an inspection of sight-exposed interior surfaces and all Work areas to verify that the entire Work is clean.

END OF SECTION



STATE OF ALASKA
DEPARTMENT OF CORRECTIONS

**ALASKA VETERAN PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number _____,

Bidder (Contractor) _____

Operation of Alaska Veteran Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.321, an eligible entity receives a five percent preference to the price of in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

1. an "Alaska Veteran";
2. a "Qualifying Entity"; and
3. an "Alaska Bidder".

Unless a bidder satisfies all three requirements and furnishes corresponding certifications, it is not eligible for the Alaska Veteran Preference. This preference may not exceed \$5,000.

Instructions regarding Alaska Veteran Preference

A bidder that claims the Alaska Veteran Preference must review and complete the "Alaska Veteran Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include his/her printed name and position within bidder's organization, e.g., sole proprietor, partner, etc. If a bidder fails to submit properly completed certifications, the Department will not apply the claimed preference.

Alaska Veteran Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Veteran status. If bidder is a partnership, limited liability company, or corporation, then a majority of partners, members, or shareholders who are Alaska Veterans must sign this Alaska Veteran Certification for the Bidder to be eligible for this preference.)

I hereby represent to the Department that:

I served in the armed forces of the United States, a reserve unit of the United States armed forces, the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

I was separated from service under a condition that was not dishonorable; and

I am Alaska resident in that I am physically present in the State of Alaska with the intent to remain in the State indefinitely and to make a home in the State.

I certify under penalty of perjury that the foregoing statements are true and correct as they apply to me.

By (signature)

Date

Printed name

Title

Qualifying Entity Veteran Certification

The bidding entity for which I am the duly authorized representative is a:

(Check the appropriate box)

- sole proprietorship owned by an Alaska Veteran;
- partnership under AS 32.06 or AS 32.11 and a majority of the partners are Alaska Veterans;
- limited liability company organized under AS 10.50 and a majority of the members are Alaska Veterans;
or
- corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning the proposal and that the statement I have acknowledged above by checking the appropriate box is true and correct.

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

(To complete your claim for the Alaska Veteran Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the AKDOT&PF's Bid Express Proposal page.)



State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE

Contractor/Contract Staff Background
Check

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in): _____

Is applicant currently on probation or parole? _____ If yes, where? _____

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? _____ If yes, state the person's name/location: _____

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

DO NOT WRITE BELOW THIS SECTION

* * * * *

APSIN/WANTS: Clear: _____ Wants: _____ See Attached: _____

NCIC/WANTS: Clear: _____ Wants: _____ See Attached: _____

Criminal History Check (AK) No record found: _____ See Attached: _____

Criminal History Check (other states) No record found: _____ See Attached: _____

Request Granted: _____ Request Denied: _____

Reason for denial: _____

Director/Superintendent (or designee): _____ Date: _____

ALL SEXUAL BEHAVIOR IS PROHIBITED
ZERO-TOLERANCE POLICY
PRISON RAPE ELIMINATION ACT (PREA)


1. Alaska Department of Corrections Policy and Procedure 808.19 Prisoner Rights, Sexual Abuse / Sexual Assault and Reporting establishes a **zero-tolerance** policy toward sexual misconduct and provides guidelines and procedures consistent with the Prison Rape Elimination Act (PREA) to reduce the risk of sexual misconduct within the correctional setting.
2. Sexual assault, sexual misconduct, and sexual harassment, or any type of sexual behaviors are PROHIBITED.
3. Types of Sexual Assault, Misconduct, and Harassment
 - Prisoner-on-employee/contract worker/volunteer
 - Employee/contract worker/volunteer-on-prisoner
 - Prisoner on prisoner
4. Acts of Sexual Assault, Misconduct, and Harassment
 - **There is NO allowable consensual agreement between DOC employees, contract workers, volunteers, or offenders to engage in ANY sexual behavior or act.**
 - The physical act
 - The attempt of the physical act, including inappropriate touching and exhibitionism.
 - Threats, intimidation, and actions/communications meant to coerce or pressure another to engage in the inappropriate act.
 - Retaliation against individuals reporting prohibited sexual behavior is prohibited and punishable.
5. All Department personnel, contractors or volunteers who receive information concerning prisoner sexual misconduct or have reasonable belief to suspect a prisoner is a victim of sexual misconduct or observe an incident or behavior shall immediately report the information to the most appropriate supervisory staff. The information shall be documented on an Incident Report form 809.03A.
6. Prisoners may report allegations of conduct prohibited by Policy and Procedures 808.09, including threats of sexual misconduct to any Department employee, contractor, or volunteer. The such allegation may be reported verbally, in writing, or may be made by a third party.
7. All reports of prohibited sexual behavior will be referred to a law enforcement agency for investigation and referral to the Alaska State Troopers by the Department of Corrections.
8. Privileged communications between ordained clergy, medical or mental health staff, and clients does not extend to the matter that threatens the safety of the institution, staff, or prisoners; if it contains a threat to public safety or if it is specifically addressed by state statutes.
9. Confidentiality: All information related to a victim of sexual abuse or sexual harassment shall be considered confidential and shall be released only to those who need the information to perform their official duties.

I HAVE READ, UNDERSTOOD, AND AGREE WITH THE ABOVE RULES.

*** I also acknowledge that I have been informed of my Prison Rape Elimination Act Responsibilities.***

Name (print and sign)

Date

STATE OF ALASKA Department of Corrections FACILITIES	SUBSTITUTION REQUEST FORM	
---------------------------------------------------------------------------------	----------------------------------	-------------------------------------------------------------------------------------

Project: KCC Rockfall Mitigation Project No.: 230006097-2

Contractor: _____

Specified item for which substitution is requested (reference the specification section and paragraph):

The following product is submitted for substitution (describe proposed substitution and attach applicable catalog cuts):

I certify the following:

- | Yes | No | |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | The substitute will perform adequately and achieve the results called for by the general design. |
| <input type="checkbox"/> | <input type="checkbox"/> | The substitute is similar, of equal substance, suited to the same use, and will provide the same warranty as the product specified. |
| <input type="checkbox"/> | <input type="checkbox"/> | The evaluation and approval of the proposed substitute will not delay the Substantial or Final Completion of the project. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any change in the design necessitated by the proposed substitution will not delay the Substantial or Final Completion of the project. |
| <input type="checkbox"/> | <input type="checkbox"/> | The cost of any change in the design necessitated by the proposed substitution will be paid by the contractor at no cost to the State. |
| <input type="checkbox"/> | <input type="checkbox"/> | The cost of any license fee or royalty necessitated by the proposed substitution will be paid by the contractor at no cost to the State. |

Signed: _____ Date: _____
Authorized Contractor Signature

Architect/Engineer Recommendation:

- Accepted
 Accepted as Noted
 Not Accepted
 Received Too Late

Remarks:

Architect/Engineer Signature: _____ Date: _____

- Recommend Acceptance
 Recommend Rejection _____ Date: _____
Resident Engineer

- Accepted
 Rejected _____ Date: _____
Project Manager

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

**SPECIAL PROVISIONS
FOR**



**Ketchikan Corrections Center (KCC) Rockfall Mitigation
State of Alaska Department of Corrections (DOC) Agreement No. #230006097-1**

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

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SECTION 101
DEFINITIONS AND TERMS

STANDARD MODIFICATIONS

101-1.02. ACRONYMS. *Add the following:*

CSUM Contingent Sum
CY Cubic Yard
LS Lump Sum
SF Square Foot
SY Square Yard

SRM-1 02/26/2020

SPECIAL PROVISION

101-1.02. ACRONYMS. *Add the following:*

Delete CSUM and replace with CS.

SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

STANDARD MODIFICATIONS

102-1.05 PREPARATION OF BID. *In the third paragraph, replace the fourth sentence with the following:*
If the bidder is a joint venture, the bid must be signed by an officer or agent with authority to bind the joint venture.

HSM20-42

4/30/2022

SECTION 104
SCOPE OF WORK

STANDARD MODIFICATIONS

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

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

HSM20-2 11/30/2020

**SECTION 106
CONTROL OF MATERIAL**

STANDARD MODIFICATIONS

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

Add the following:

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, including any future amends 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.

HSM20-20 12/31/2021

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

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

SRM-2 02/26/2020

SPECIAL PROVISIONS

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.

HSP20-7 11/08/2022

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.11 6. Hazardous materials. Replace item f. with the following:

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

HSP20-6 4/13/2022

SECTION 108

PROSECUTION AND PROGRESS

STANDARD MODIFICATIONS

108-1.01 SUBCONTRACTING OF CONTRACT. *In item 1.g replace AS 45.45.101(a) with AS 45.45.010(a).*

In item 2.f replace AS 45.45.101(a) with AS 45.45.010(a).

HSM20-41

01/01/2022

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

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

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

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

SRM-3 02/26/2020

108-1.07 FAILURE TO COMPETE ON TIME. *Replace Table 108-1 with the following:*

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

Original Contract Amount		Daily Charge
For More Than	To and Including	
\$0	\$500,000	\$1,400
\$500,000	\$1,000,000	\$1,700
\$1,000,000	\$5,000,000	\$2,600
\$5,000,000	\$10,000,000	\$3,800
\$10,000,000	\$25,000,000	\$4,500
\$25,000,000	-----	\$6,600

HSM20-43

07/01/2022

SPECIAL PROVISIONS

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

HSP20-6

4/13/2022

**SECTION 109
MEASUREMENT AND PAYMENT**

STANDARD MODIFICATIONS

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

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

SRM-4 02/26/2020

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

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

HSM20-3 11/30/2020

SPECIAL PROVISIONS

109-1.05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS. 3.a. Hourly Rental Rate *Replace the first sentence with the following:* Based on rental rates in the current edition of the Cost Recovery: Location: Alaska – South-Juneau volume of the *Rental Rate Blue Book*, by Equipment Watch, Penton, Inc..

SRS-27 12/2/2021

SECTION 120
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

STANDARD MODIFICATIONS

120-1.01 DESCRIPTION. In the first sentence of the second paragraph, replace “8.83” percent with “8.28” percent.

120-3.01 DETERMINATION OF COMPLIANCE. Replace the statement in 2.a. Written DBE Commitment with the following:

Complete Form 25A-326 for each DBE to be used on the project.

HSM20-21 12/31/2021

SPECIAL PROVISIONS

120-3.01 DETERMINATION OF COMPLIANCE. Replace this Section with the following:

Submit evidence of DBE Commitment(s) for each work package within 5 working days of notification of intent to award. Provide the following:

- a. Written DBE Commitment. Complete Form 25A-326 for each DBE to be used on the project.
- b. DBE Utilization Report. Submit a completed DBE Utilization Report Form 25A-325C. All listed DBEs must be certified in the appropriate work categories to be used to meet the DBE contract goal.
- c. GFE Documentation. Submit a completed Summary of GFE Documentation Form 25A-332A (with attachments) and Contact Report Form 25A-321A.

120-3.02 GOOD FAITH EFFORT (GFE). Replace this Section with the following: Although evaluation of GFE for sufficiency is not a condition of award, documenting GFE is required and is necessary for the Department's and FHWA's determination of compliance with 49 CFR Part 26.

1. GFE Criteria. If the Department does not meet the overall program DBE Utilization Goal, the Department and FHWA will use the following criteria to judge whether the Department, in collaboration with our contractors, demonstrated good faith effort to meet the overall program DBE Utilization Goal.
 - a. Consider All Subcontractable Items. Seek DBE participation by considering those portions of the work or material needs consistent with the available DBEs to facilitate DBE participation.
 - b. Initial DBE Notification. Contact DBEs in work categories appropriate to potential subcontractable work of the project. Use the Alaska Unified Certification Program Disadvantaged Business Enterprise (DBE) Directory as a guide for potential DBE firms. Log each contact with a DBE firm on a Contact Report, Form 25A-321A.

Give DBEs at least 7 calendar days to quote. The bidder may reject DBE quotes received after the deadline. Responsive DBE quotes should be accepted unless they are determined non-competitive. Consistently apply deadlines for quote submission and responsiveness determinations for DBEs and non-DBEs.

Methods of initial and follow up notification are:

- (1) By fax with a confirmation receipt of successful transmission to the DBE's fax number listed in the DBE Directory. A fax transmission without receipt of successful transmission is unsatisfactory.
- (2) By email to the DBE's email address listed in the DBE Directory, with confirmation of successful receipt. Email without confirmation of successful receipt is unsatisfactory.

- (3) By telephone solicitation made to the DBE's telephone number listed in the DBE Directory, with a record of the date and time of the telephone contact. Telephone solicitation without a record of date and time is unsatisfactory.
- (4) By publication, with the names and dates of each advertisement in which a request for DBE participation was placed. Attach copies of advertisements or proof of publication.

c. Non-Acceptance of DBE Quotes.

When a DBE quote is not accepted, the work must be performed by the non-DBE subcontractor whose quote was used to provide the basis of the determination or by your own forces if your forces were the basis of the determination. Include evidence in support of the determination not to use the DBE subcontractor.

Payments received by a non-DBE subcontractor during the execution of the Contract shall be consistent with the accepted quote. This does not preclude increases due to change documents issued by the Department.

d. Assistance to DBEs. Provide DBEs with:

- (1) Information about bonding or insurance required by the bidder.
- (2) Information about securing equipment, supplies, materials, or business development related assistance or services.
- (3) Adequate information about the requirements of the contract regarding the specific item of work or service sought from the DBE.
- (4) Document all efforts to provide assistance to DBEs on Federal-Aid projects.

e. Follow-up DBE Notifications. If there is no response from the initial DBE notification, contact the DBEs again to determine if they will be quoting.

Failure to submit a quote by the deadline is evidence of the DBE's lack of interest in bidding. Log follow-up contacts on the Contact Report Form 25A-321A.

f. GFE Evaluation. The Department will review the GFE documentation for content but will not evaluate sufficiency. Failure to provide GFE documentation may result in cancellation of the notice of intent to award and forfeiture of the bid security according to subsection 103-1.03.

2. Reserved.

SRS27 07/10/2023

SECTION 207
ROCK SLOPE SCALING

SPECIAL PROVISIONS

Add the following section:

207-1.01 DESCRIPTION. The work covered by this section consists of hand clearing and scaling (removing) and disposing of material from the construction limits shown in the Plans. Material to be removed during scaling includes loose or unstable blocks of rock or other debris that constitutes or could constitute a hazard due to their position in relation to the walkway or work area. Limits of scaling areas may change as the work proceeds.

Supply all materials, equipment, and labor necessary to scale the identified areas in accordance with these Special Provisions, the Standard Specifications, and as detailed in the Plans.

1. Definitions.
 - a. General Scaling, also known as Hand Scaling includes the use of handheld pry bars by workers suspended from ropes or working out of a crane or lift basket.
 - b. Mechanical Scaling utilizes machines such as excavators, cranes with suspended equipment, long-reach excavators, etc. to assist with removal efforts. Mechanical scaling is not allowed on existing cut slopes or natural slopes with this Contract, unless approved by the Engineer.

207-2.02 MATERIALS. Furnish all equipment and materials as required to perform the general scaling work according to the proposed methods as described in the accepted Scaling Work Plan.

CONSTRUCTION REQUIREMENTS

207-3.01 QUALIFICATIONS. Provide an on-site Scaling Supervisor and Qualified Scaling personnel with experience scaling rock slopes as described below.

1. Scaling Supervisor is required to have:
 - a. A minimum of 1,000 hours and at least 3 years of documented experience on similar projects.
 - b. Work experience on a minimum of 5 rockfall mitigation projects of similar complexity over the past 5 years.
2. Qualified Scaler is required to have:
 - a. A minimum of 500 hours and at least 1 year of documented experience on similar projects.
 - b. Work experience on at least 3 rockfall mitigation projects of similar complexity over the past 5 years.
3. Apprentice Scalers are required to have completed rope access training in the last year.

207-3.02 SUBMITTALS. At least 10 days before starting scaling work, submit the following in a Scaling Work Plan. Work cannot proceed until the Engineer has reviewed the Scaling Work Plan.

1. Resumes for each worker including: Contact information, Role on the project, and Descriptions of work experience. Include project names, locations, and contact information of owners for listed work experience.
2. The proposed construction sequence and schedule.
3. The types of equipment and tools to be utilized in the work.

4. The number of Qualified Scalers and Apprentice Scalers that will be on the project. Identify a minimum of two Qualified Scalers for each Apprentice Scaler per 207-3.03.8.
5. If rock breaking (i.e. boulder busting) is proposed, include details of the proposed techniques, methods, equipment and sequencing. If proposed, include details of additional temporary rockfall protection measures that will be used to control release of broken rock fragments.
6. Methods for protecting the adjacent facilities and existing utilities during scaling work.

207-3.03 GENERAL REQUIREMENTS.

1. Submit the work plan specified above to the Engineer for review prior to commencing this work.
2. Perform scaling only when the Scaling Supervisor is present to direct work. Replace the Scaling Supervisor if they must leave for any reason with a qualified replacement.
3. Perform scaling on existing cut and natural slopes before any other slope stabilization work or permanent rockfall mitigation measures are implemented, or as approved by the Engineer.
4. Work site safety is the responsibility of the Contractor. Perform all work in a manner to minimize exposure to the public, construction personnel, and equipment to hazardous and potentially hazardous conditions. Public traffic is not allowed in the work zone during active rock slope scaling operations. Two-way radio contact must be maintained at all times between the on-slope scalers, ground support, and any equipment operators.
5. Remove all loose or unstable blocks of rock, masses of soil, and other hazardous debris that constitute a work or walkway hazard due to their position in relation to the walkway or work zone, as shown on the Plans. Scaling areas may change as work proceeds as directed by the Engineer.
6. Mechanical scaling is not allowed for this work unless approved by the Engineer before use.
7. If scaling activities have a potential for damaging adjacent facilities and/or utilities provide appropriate temporary protective devices, in accordance with the Scaling Work Plan, before beginning scaling work. Repair damages in accordance with Sections 105 and 106.
8. Apprentice Scalers:
 - a. If Apprentice Scalers are approved for work, a Qualified Scalers must accompany each Apprentice while on the slope.
 - b. The Qualified Scaler must be designated, in writing to the Engineer, and work with the assigned Apprentice Scaler during all on-slope activities.
 - c. The Apprentice scaler must remain adjacent to a Qualified Scaler so that the Apprentice can be given immediate assistance and supervision at all times while on the slope.
 - d. Apprentice Scalers must demonstrate that they do not represent a hazard to themselves, construction personnel, and the public.

207-3.04 ROCK BREAKING.

1. Boulder Busting: This technique is defined herein as a method of individual rock breaking that utilizes hydrostatic pressure waves to fracture rock blocks. When rock breaking is required and boulder busting is used the hydrostatic pressure must be sufficient to break and/or dislodge the rock block but not damage the surrounding rock. Drill holes parallel to the slope face and/or natural discontinuity.

Load the drill holes with a sufficient amount of explosives to break the rock between the drill holes, but not damage the new face.

2. Install additional temporary rockfall protection measures as needed, or as directed by the Engineer, when conducting rock breaking to protect against uncontrolled release of broken rock fragments. Do not conduct rock breaking activities until the additional temporary rockfall protection measures have been installed in accordance with the Scaling Work Plan.

207-3.05 SCALING COMPLETION. Scaling areas will be inspected by the Engineer to determine if the slope, outcrop or bench has been hand cleared and scaled sufficiently. If additional work is identified continue tree felling and/or scaling until it has been completed to the satisfaction of the Engineer.

207-3.06 DEBRIS REMOVAL. Remove all existing rock debris at the base of the slope and along the security fence and scaled debris prior to demobilization from the site. Dispose of the debris at an approved offsite disposal area.

207-4.01 METHOD OF MEASUREMENT. Item 203.2050.0000 is measured by the Hour starting from the time a scaler is equipped and actively engaged in scaling on the slope until the scaler stops active scaling work. No separate measurement or payment will be made for safety scaling outside of the construction limits shown on the Plans. No measurement will be made for hand clearing or existing/scaling debris removal. Mechanical scaling is not allowed unless approved by the Engineer and will not be measured unless authorized.

207-5.01 BASIS OF PAYMENT. Payment at the contract unit price per scaler-hour is full compensation for all resources necessary to complete this work. This includes all materials, labor, equipment, access, rigging, anchors, work required to establish anchors, and removal/disposal of scaled debris.

The following work is subsidiary:

1. The Scaling Supervisor.
2. Rock Breaking.
3. Removal and disposal of existing and scaling debris.
4. Work required to establish upslope anchors.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
203.2050.0000	Rockfall Mitigation, Slope Scaling	HOUR

**SECTION 506
TIMBER STRUCTURES**

SPECIAL PROVISIONS

Add the following section:

506-3.14 TIMBER STAIRCASE. Construct timber staircase in accordance with project plans, including stringers, treads, rails, concrete landings and abutments (including reinforcing steel), and all necessary hardware.

Add the following to 506-5.01 BASIS OF PAYMENT, PAY ITEM TABLE:

PAY ITEM		
Item Number	Item Description	Unit
506.0005.0000	Timber Staircase	LS

**SECTION 603
CULVERTS AND STORM DRAINS**

STANDARD MODIFICATIONS

603-3.01 GENERAL. *Add the following:* Where culverts are not in perennial waterways, do not install culverts when water is flowing in the culvert.

603-3.03 JOINING PIPE.

Add the following before the numbered list of items: Make joints watertight. Install flexible watertight gaskets at joints between new sections of pipe and joints between new and existing sections of pipe.

HSM20-9 11/30/2020

SPECIAL PROVISIONS

Add the following to 603-2.01 MATERIALS:

<u>Precast Concrete Pipe Anchor</u>	<u>Section 501-2.01</u>
<u>Concrete Inlet Structure</u>	<u>Section 501-2.01</u>

Add the following Section:

6.03-3.04 ANCHORING PIPE. Drill and install anchor bolts for precast concrete pipe anchors to dimensions shown on the plans. Install anchor bolts and allow bonding material to cure per manufacturer's written instructions prior to placing pipe anchors. Use elastomeric bearing pads for irregularities in the rock surface up to ½ inch within the footprint of the anchor. Use non-shrink grout for larger irregularities up to 2 inches. Pipe anchors are required on each side of every joint within 3 feet of the joint, and at intervals of not more than every 10 feet of pipe length.

Add the following Section:

6.03-3.05 CONCRETE INLET STRUCTURE. Concrete placement shall occur when the location of each inlet structure is free of flowing water, either from favorable weather conditions or temporary water diversion. The exposed bedrock surface shall be reasonably clean and free of loose debris.

Add the following to 603-4.01 METHOD OF MEASUREMENT:

4. Precast Concrete Pipe Anchor. The number of units installed, including drilling and installing anchor bolts, reinforcing steel, elastomeric bearing pads, grout, and miscellaneous hardware.
5. Concrete Inlet Structure. The number of units installed, including drilling and installing anchor bolts, reinforcing steel, inlet grates, and miscellaneous hardware.
6. Grading existing material to form ditch at base of rock slope shall be considered incidental and shall not be measured separately for payment.

Add the following to 603-5.01 BASIS OF PAYMENT. PAY ITEM TABLE:

PAY ITEM		
Item Number	Item Description	Unit
603.0023.0000	Precast Concrete Pipe Anchor	EACH
603.0024.0000	Concrete Inlet Structure	EACH

SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL

STANDARD MODIFICATIONS

Replace Section 641 with the following:

641-1.01 DESCRIPTION. Provide project administration and work relating to control of erosion, sedimentation, and discharge of pollutants, according to this section and applicable local, state, and federal requirements, including the Alaska Pollution Discharge Elimination System (APDES) Construction General Permit (CGP). The state APDES program is administered by the Department of Environmental Conservation (DEC). Section 301(a) of the Clean Water Act (CWA) and 18 AAC 83.015 provide that the discharge of pollutants to water of the U.S. is unlawful except as allowed by the CGP.

641-1.02 DEFINITIONS. These definitions apply only to Section 641.

ACTIVE TREATMENT SYSTEM (ATS) OPERATOR. See CGP Appendix C.

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 the CGP. An AK-CESCL must be recertified every three years. (See Qualified Person).

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC). The state agency authorized by EPA to administer the Clean Water Act’s National Pollutant Discharge Elimination System.

ALASKA GENERAL PERMIT FOR EXCAVATION, DEWATERING (Excavation Dewatering Permit). The permit authorizing excavation dewatering discharges from Construction Activities.

ALASKA MULTI-SECTOR GENERAL PERMIT (MSGP). The permit authorizing stormwater discharges associated with Industrial Activity.

ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM (APDES). A system administered by DEC that issues and tracks permits for stormwater discharges.

BEST MANAGEMENT PRACTICES (BMPS). See CGP Appendix C.

CLEAN WATER ACT (CWA). Federal Water Pollution Control Amendments of 1972, as amended (33 U.S.C. 1251 et seq.).

CONSTRUCTION ACTIVITY. Ground disturbing activity by the contractor, subcontractor or utility company; that may result in erosion, sedimentation, or a discharge of pollutants into stormwater. See CGP Appendix C.

CONSTRUCTION GENERAL PERMIT (CGP). The permit authorizing stormwater discharges from Construction Activities, issued and enforced by Alaska DEC. It authorizes stormwater discharges providing permit conditions and water quality standards are met.

U.S. ARMY CORPS OF ENGINEERS PERMIT (COE PERMIT). A COE permit for construction in waters of the U.S. May be issued under Section 10 of the Rivers and Harbors Act of 1899, or Section 404 of the Clean Water Act.

ELECTRONIC NOTICE OF INTENT (ENOI). See CGP Appendix C.

ELECTRONIC NOTICE OF TERMINATION (ENOT). See CGP Appendix C.

ENVIRONMENTAL PROTECTION AGENCY (EPA). The federal agency charged to protect human health and the environment.

ERODIBLE STOCKPILE. Any material storage area or stockpile consisting of mineral aggregate, organic material, or a combination thereof, with greater than 5 percent passing the #200 sieve, and any material storage where wind or water transports sediments or other pollutants from the stockpile. Erodible Stockpile also includes any material storage area or stockpile, where the Engineer determines there is potential for wind or water transport, of sediments or other pollutants away from the stockpile.

EROSION AND SEDIMENT CONTROL PLAN (ESCP). The Department's project specific document that illustrates measures to control erosion and sediment on the project. The ESCP provides bidders with the basis for cost estimating and guidance for developing an acceptable Storm Water Pollutant Prevention Plan (SWPPP).

FINAL STABILIZATION. See CGP, Appendix C, "Stabilization."

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). The HMCP is included as an appendix to the SWPPP.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT. A DEC stormwater discharge permit issued to certain local governments and other public bodies, for operation of stormwater conveyances and drainage systems. See CGP Appendix C.

OPERATOR(S). The party(s) responsible to obtain CGP permit coverage. CGP, Appendix C.

1. Contractor – the Contractor is an Operator inside and outside the Project Zone.
2. Department – the Department is an Operator inside the Project Zone.

POLLUTANT. Any substance or item meeting the definition of pollutant contained in 40 CFR § 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sediment, 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, project staging and equipment areas, and material and disposal sites; when those areas, routes and sites, are provided by the Contract. Material sites, material processing sites, disposal sites, haul routes, staging and equipment storage areas; that are furnished by the Contractor or a commercial operator, are not included in the Project Zone.

QUALIFIED PERSON. See CGP Appendix C and Section 641-1.04.

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 Contractor's representative with authority and responsibility for managing, implementing, and executing the HMCP and SPCC Plan.

STORM EVENT. See CGP Appendix C.

STORM WATER POLLUTION PREVENTION PLAN TWO (SWPPP2). The Contractor's plan for compliance with both the CGP and MSGP construction activities outside the Project Zone.

SUPERINTENDENT. The Contractor's duly authorized representative with authority and responsibility for the overall operation of the Project, and Contractor furnished sites and facilities.

SWPPP AMENDMENT. A modification to the SWPPP. CGP Part 5.0.

SWPPP MANAGER. The Contractor's Qualified Person with authority and responsibility. CGP Appendix C.

SWPPP PREPARER. The Contractor's Qualified Person with authority and responsibility. CGP Appendix C.

TEMPORARY STABILIZATION. See CGP Appendix C. See "Stabilization."

641-1.02.01 REFERENCE. A complete list of websites and documents referenced herein can be found at the DOT&PF Statewide Design and Engineering Services Stormwater webpage.

DEC Permit information can be found at the DEC Division of Water webpage. SWPPP preparation documents can be found at the DOT&PF Design and Engineering Services Stormwater webpage. Construction forms are found at the DOT&PF Design and Engineering Services Construction Forms webpage.

641-1.03 PLAN AND PERMIT SUBMITTALS.

For plans listed in Subsection 108-1.03.5 (SWPPP, HMCP, and SPCC), 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. Storm Water Pollution Prevention Plan. Submit an electronic copy and one hard copy of the SWPPP to the Engineer for approval. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. Organize the SWPPP and related documents for submittal according to the requirements of Subsection 641-2.01.2.

The Department will review the SWPPP submittals within 14 days after they are received. Submittals will be returned to the Contractor, and marked as either "rejected" with reasons listed or as "approved" by the Department. When the submittal is rejected, the Contractor must revise and resubmit the SWPPP. The 14 day review period will restart when the contractor submits an electronic copy and one hard copy of the revised SWPPP to the Engineer for approval.

After the SWPPP is approved and certified by the Department using Form 25D-109, the Contractor must certify the approved SWPPP using Form 25D-111. See Subsection 641-1.03.4 for further SWPPP submittal requirements.

2. Hazardous Material Control Plan. The HMCP Template can be found at the DOT&PF Construction Forms webpage. The HMCP submittal and review timeline, and signature requirements are the same as the SWPPP.
3. Spill Prevention, Control and Countermeasure Plan. When a SPCC Plan is required under Subsection 641-2.03, submit an electronic copy and one hard copy of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.
4. CGP Coverage. The Contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project. Do not use the SWPPP for Construction Activities outside

the Project Zone where the Department is not an operator. For Construction Activities outside the Project Zone, the Contractor must use a SWPPP2. Department approval is not needed for a SWPPP2.

After the Department certifies the SWPPP and prior to beginning Construction Activity, submit an eNOI with the required fee to DEC for coverage under the CGP. Submit a copy of the signed eNOI and DEC's written acknowledgement (by letter or other document), to the Engineer as soon as practicable and no later than three days after filing eNOI or receiving a written response.

Do not begin Construction Activity until the conditions listed in Subsection 641-3.01.1 are completed.

The Department will submit an eNOI to DEC for Construction Activities inside the Project Zone. The Engineer will provide the Contractor with a copy of the Department's eNOI and DEC's written acknowledgment (by letter or other document), for inclusion in the SWPPP.

Before Construction Activities occur, transmit to the Engineer one hard copy and an electronic copy of the approved and certified SWPPP, with signed Delegations of Signature Authorities on Forms 25D-107 and 25D-108, SWPPP Certifications on Forms 25D-111 and 25D-109, both permittee's signed eNOIs and DEC's written acknowledgement.

5. DEC SWPPP Review. When CGP Part 2.1.3 or 2.1.4, requires DEC SWPPP review:
 - a. Transmit a copy of the Department-approved SWPPP to DEC using delivery receipt confirmation;
 - b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven (7) days of receiving the confirmation; and
 - c. Retain a copy of delivery receipt confirmation in the SWPPP.

6. Local Government SWPPP Review. When local government or the CGP Part 2.1.4, requires local government review:
 - a. Transmit a copy of the Department-approved SWPPP and other information as required to local government, with the required fee. Use delivery receipt confirmation;
 - b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven days of receiving the confirmation;
 - c. Transmit a copy of any comments by the local government to the Engineer within seven days of receipt;
 - d. Amend the SWPPP as necessary to address local government comments and transmit SWPPP Amendments to the Engineer within seven days of receipt of the comments;
 - e. Include a copy of local government SWPPP review letter in the SWPPP; and
 - f. File a notification with local government that the project is ending.

7. Modifying Contractor's eNOI. When required by the CGP Part 2.7, modify your eNOI to update or correct information within 30 calendar days of the change. Reasons for modification are found in the CGP Part 2.7.1. The Contractor must submit an eNOT instead of an eNOI modification when the operator has changed. The new operator must file an eNOI to obtain permit coverage.

641-1.04 PERSONNEL QUALIFICATIONS. Provide documentation in the SWPPP that the individuals serving in these positions meet the personnel qualifications. The Department accepts the following certificates as equivalent to AK-CESCL: CPESC, Certified Professional in Erosion and Sediment Control or CISEC, Certified Inspector in Sediment and Erosion Control, which are found in the CGP Appendix C and repeated below.

Table 641-1.04 Personnel Qualifications

Personnel Title	Required Qualifications
SWPPP Preparer	Current certification as a Certified Professional in Erosion and Sediment Control (CPESC); OR Current certification as AK-CESCL, and at least two years' experience

	in erosion and sediment control, as a SWPPP Manager or SWPPP writer, or equivalent. OR Professional Engineer registered in the State of Alaska with current certification as AK-CESCL.
Superintendent	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4
SWPPP Manager	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4
Active Treatment System Operator	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4. ATS operator should possess a recognized certification, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to meet the ATS requirement.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

1. eNOI and eNOT. The eNOI, eNOT, and eNOI Modifications must be signed and certified by a responsible corporate officer according to CGP Appendix A, Part 1.12. Signature and certification authority for the eNOI and eNOT cannot be delegated.
2. Delegation of Signature Authority for Other SWPPP Documents and Reports. Use Form 25D-108 to delegate signature authority and certification authority to the Superintendent position, according to CGP Appendix A, Part 1.12.3, for the SWPPP, inspection reports and other reports required by the CGP. The Superintendent position is responsible for signing and certifying the SWPPP, inspection reports, and other reports required by the CGP, except the eNOI, eNOI Modifications, and eNOT.

The Engineer will provide the Department’s delegation on Form 25D-107, which the Contractor must include in the SWPPP.

3. Subcontractor Certification. Subcontractors must certify on Form 25D-105, that they have read and will abide by the CGP and the conditions of the project SWPPP.
4. Signatures and Initials. Certify or initial on the CGP documents and SWPPP forms, wherever a signature or initial is required.

641-1.06 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE.

1. The Department and the Contractor are jointly responsible for permitting and permit compliance within the Project Zone.
2. The Contractor is responsible for permitting and permit compliance for all construction support activity in the Project Zone and outside the Project Zone. The Contractor has sole responsibility for compliance with DEC, COE and other applicable federal, state, and local requirements, and for securing all necessary clearances, rights, and permits. The Contractor shall be responsible for protection, care, and upkeep of all work, and all associated off-site zones. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.
3. The Contractor is responsible for obtaining an Excavation Dewatering Permit (AKG002000) if construction activities are within 1,500 feet of a DEC-identified contaminated site or groundwater plume.
4. An entity that owns or operates, a commercial plant (as defined in Subsection 108-1.01.4) or material source or disposal site outside the Project Zone, is responsible for permitting and permit compliance. The Contractor has sole responsibility to verify that the entity has appropriate permit coverage. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.
5. The Department is not responsible for permitting or permit compliance, and is not liable for fines resulting from noncompliance with permit conditions:
 - a. For areas outside the Project Zone;
 - b. For Construction Activity and Support Activities outside the Project Zone; and
 - c. For commercial plants, commercial material sources, and commercial disposal sites.

641-1.07 UTILITY. (Reserved for Regions)

641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

1. SWPPP Preparer and Pre-Construction Site Visit.

Use a SWPPP Preparer to develop the SWPPP in accordance with the CGP, DEC and Department SWPPP templates. See Subsection 641-1.02.01 for guidance and templates. The SWPPP Preparer must conduct a pre-construction inspection at the Project Site before Construction Activity begins. If the SWPPP Preparer is not a Contractor employee, the SWPPP Preparer must visit the site accompanied by the Contractor. Give the Department at least seven days advance notice of the site visit, so that the Department may participate.

Document the SWPPP Preparer's pre-construction inspection in the SWPPP on Form 25D-106, SWPPP Pre-Construction Site Visit, including the names of attendees and the date.

2. Developing the SWPPP.

Use the Department's ESCP, Environmental commitments, and other Contract documents as a starting point for developing the SWPPP.

Develop the SWPPP with sections and appendices, according to the DEC CGP SWPPP template and DOT&PF SWPPP template. Include information required by the Contract and described in the CGP Part 5.0. Use SWPPP forms found at the DOT&PF Construction Forms website.

Compile the SWPPP in three ring binders with tabbed and labeled dividers for each appendix. One electronic copy of the SWPPP must be submitted as a single PDF file.

3. SWPPP Considerations and Contents.

- a. The SWPPP must provide erosion and sediment control measures for all Construction Activity within the Project Zone. Construction Activity outside the Project Zone must have permit coverage and document permit compliance according to a SWPPP2.
- b. The SWPPP must consider the activities of the Contractor and all subcontractors and utility companies performing work in the Project Zone. The SWPPP must describe the roles and responsibilities of the Contractor, subcontractors, utility companies, and the Department with regard to implementation of the SWPPP. The SWPPP must identify all operators for the project, including utility companies performing Construction Activity, and identify the areas:
 - (1) Over which each operator has operational control, and;
 - (2) Where the Department and Contractor are co-operators.
- c. For work outside the Project Zone the SWPPP must identify the entity that has stormwater permit coverage, the operator, and the areas that are:
 - (1) Dedicated to the project and where the Department is not an operator; and
 - (2) Not dedicated to the project, but used for the project.
- d. The SWPPP must meet all CGP requirements. Utilize the DEC CGP SWPPP Template in conjunction with the DOT&PF SWPPP Template to develop the SWPPP.
- e. Comply with the CGP Part 1.4.3 Authorized Non-Storm Water Discharges.
- f. If the project discharges to a Tier III, Outstanding Natural Resource Water, comply with CGP Part 2.1.6. Submittal deadlines apply prior to filing an eNOI and beginning construction activities. As noted, none have been designated in the state of Alaska as of the issuance of the 2021 CGP.
- g. There are special requirements in the CGP Part 3.2, for stormwater discharges into an impaired water body, and they may include monitoring of stormwater discharges. The Contractor is responsible for monitoring and reporting outside the Project Zone.

- h. Describe the sequence and timing of activities that disturb soils and BMP implementation and removal. Phase earth disturbing activities to minimize unstabilized areas, and to achieve temporary or final stabilization. Whenever practicable incorporate final stabilization work into excavation, embankment and grading activities. Include drawings showing each phase of the project with the BMPs implemented in the phase.
 - i. Delineate the site according to CGP Part 4.2.1.
 - j. Minimize the amount of soil exposed and preserve natural topsoil on site, unless infeasible according to the CGP Part 4.2.2.
 - k. Describe methods and time limits, to initiate temporary or final soil stabilization. Comply with stabilization requirements in the CGP Part 4.5.
 - l. If construction will cease during winter months, describe all requirements for winter shutdown according to the CGP Part 4.12.
 - m. Plans for ATS must meet with the requirements in the CGP Part 2.1.5 and 4.6.
 - n. Design all temporary BMPs to accommodate a two year 24-hour storm event. All installed control measures must be described and documented in the SWPPP, according to the CGP Part 5.3.6. All installed BMPs must include a citation from a published BMP Manual, publication, or manufacturers specification used as a source, or include a statement "No BMP Manual was used for this design." If using out of state BMPs follow the instructions in the SWPPP Guide, found at the DOT&PF Stormwater webpage.
 - o. Provide a legible site map or set of maps in the SWPPP, showing the entire site and identifying boundaries of the property where construction and earth-disturbing activities will occur. Include all the elements described in the CGP Part 5.3.5, and DEC CGP SWPPP Template Section 5.0.
 - p. Identify the inspection frequency in the SWPPP according to the CGP Part 6.1.
 - q. Linear Project Inspections, described in CGP Part 6.5, are not applicable to this contract.
 - r. The SWPPP must cite and incorporate applicable requirements of the project permits, environmental commitments, COE permit, and commitments related to historic preservation. Make additional consultations or obtain permits as necessary for Contractor specific activities that were not included in the Department's permitting and consultation.
 - s. The SWPPP is a dynamic document. Keep the SWPPP current by noting installation, modification, and removal of BMPs, and by using amendments, SWPPP amendment logs, inspection reports, corrective action logs, records of land disturbance and stabilization, and any other records necessary to document stormwater pollution prevention activities and to satisfy the requirements of the CGP and this specification. See Subsection 641-3.03 for more information.
4. Recording Personnel and Contact Information in the SWPPP.
Identify the SWPPP Manager as the Storm Water Lead and Stormwater Inspector positions in the SWPPP. Document the SWPPP Manager's responsibilities in Section 2.0 Stormwater Contacts, of the SWPPP template and:
- a. Identify that the SWPPP Manager does not have authority to sign inspection reports (unless the SWPPP Manager is also the designated project Superintendent).
 - b. Identify that the SWPPP Manager cannot prepare the SWPPP unless the SWPPP Manager meets the Contract requirements for the SWPPP Preparer.

Include in the SWPPP proof of AK-CESCL or equivalent certifications for the Superintendent and SWPPP Manager, and for any acting Superintendent and acting SWPPP Managers. If the Superintendent or SWPPP Manager is replaced permanently or temporarily, by an acting Superintendent or acting SWPPP Manager; record in the SWPPP (use Form 25D-127) the names of the replacement personnel and date of replacement. For temporary personnel, record their beginning and ending dates.

Provide 24-hour contact information for the Superintendent and SWPPP Manager. The Superintendent and SWPPP Manager must have 24-hour contact information for all Subcontractor SWPPP Coordinators and Utility SWPPP Coordinators.

Include in the SWPPP proof of AK-CESCL or equivalent certifications of ATS operators. Record names of ATS operators and their beginning and ending dates, on Form 25D-127.

The Department will provide proof of AK-CESCL, or equivalent certifications for the Department's Project Engineer, Stormwater Inspectors, and Monitoring Person (if applicable), and names and dates they are acting in that position. Include the Department's staff certifications in Appendix E. Include Department's staff names, dates acting, and assignments in Section 2.0 of the SWPPP and Form 25D-127.

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

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

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

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

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 and SWPPP.

641-2.04 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT AND SWPPP MANAGER.

The Superintendent shall certify the SWPPP, inspection reports, and other reports required by the CGP, except the eNOI and eNOT. The Superintendent may not delegate the task or responsibility of signing and certifying these documents.

The Superintendent may assign certain duties to the SWPPP Manager.

1. Ensuring Contractor's and subcontractor's compliance with the SWPPP and CGP;
2. Ensuring the control of erosion, sedimentation, or discharge of pollutants;
3. Directing and overseeing installation, maintenance, and removal of BMPs;
4. Performing inspections; and
5. Updating the SWPPP including adding amendments and forms.

When Bid Item 641.0007.0000 is part of the Contract, the SWPPP Manager must be a different person than the Superintendent and must be available at all times to administer SWPPP requirements, and be physically present within the Project Zone or the project office, when construction activities are occurring.

The Superintendent and SWPPP Manager shall be knowledgeable in the requirements of Section 641, the SWPPP, CGP, BMPs, HMCP, SPCC Plan, environmental permits, environmental commitments.

The Superintendent and SWPPP Manager shall have the Contractor's complete authority and be responsible for suspending construction activities that do not conform to the SWPPP or CGP.

641-2.05 MATERIALS.

Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments according to the requirements of the CGP and the Specifications.

Use the seed mixture specified in the contract or as directed by the Engineer.

Use soil stabilization material as specified in Section 727.

Use silt fences as specified in Section 729.

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.

641-3.01 CONSTRUCTION REQUIREMENTS.

Comply with the SWPPP and the requirements of the CGP Part 5.0.

1. Before Construction

The following actions must be completed before Construction Activity begins:

- a. The SWPPP Preparer must visit the project, the visit must be documented in the SWPPP using Form 25D-106, and the SWPPP must be developed or amended with findings from the visit.
- b. The SWPPP must be approved by the Engineer on Form 25D-109.
- c. The Contractor must be authorized to begin work by the Engineer.
- d. The Project must have an eNOI for the Department and for the Contractor.
- e. The Department approved SWPPP must be submitted to DEC and Local Government per CGP Part 2.1.2, Part 2.1.4, and Part 2.4.1.
- f. The Contractor has transmitted to the Engineer an electronic copy and at least one hardcopy of the approved SWPPP.
- g. The Delegation of Authority forms 25D-108 and 25D-107 for both the Contractor and Engineer are signed.
- h. Main entrance signage must meet requirements of CGP Part 5.10.2.
Post notices on the outside wall of the Contractor's project office, and near the main entrances of the construction project. Protect postings from the weather. Locate postings so the public can safely read them without obstructing construction activities or the traveling public (for example, at an existing pullout). Do not use retroreflective signs for the SWPPP posting. Do not locate SWPPP signs in locations where the signs may be confused with traffic control signs or devices. Update the notices if the listed information changes.
- i. Track precipitation according to CGP Part 7.3.9. Submit the method to track precipitation to the Engineer for approval.

2. During Construction

- a. Delineate the site according to the CGP Part 4.2.1.
- b. Install required BMPs according to the SWPPP prior to the initiation of ground disturbance.
- c. Document subcontractors. Provide a copy of the SWPPP and the CGP to all subcontractors and utility companies before they begin soil disturbing activities, and verify they understand and comply with SWPPP and CGP and:
 - (1) Document all subcontractors and utility companies that may work on the site, according to the CGP Part 5.3.1, and SWPPP Section 1.2.

- (2) Require subcontractors and utility companies to sign the SWPPP Subcontractor Certification (Form 25D-105). Include in the signed Form in the SWPPP Appendix E.
- (3) Inform subcontractors and utility companies in a timely manner of SWPPP amendments that affect them. Coordinate with subcontractors and utility companies to protect BMPs, including temporary and final stabilization from damage.
- (4) Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the SWPPP and the CGP.
- d. Provide ongoing training to all employees, subcontractors and utility companies, in according to the CGP Part 4.14. Training must:
 - (1) Be given no less than once a month during construction activity;
 - (2) Be documented in the SWPPP Training Log using Form 25D-125. Include the training record in the SWPPP Appendix I.
- e. Protection and Restoration. Comply with Subsection 107-1.11.
- f. Good housekeeping measures to comply with the SWPPP and CGP 4.8.
- g. Control measures. Comply with the SWPPP and CGP Part 5.3.6 including:
 - (1) Maintain BMPs.
 - (2) Comply with requirements of the HMCP and SPCC Plan, if applicable and all local, state and federal regulations that pertain to the handling, storage, containment, cleanup, and disposal of petroleum products or other hazardous materials.
 - (3) Keep the SWPPP and HMCP current (refer to Subsection 641-2.01.3, SWPPP Considerations and Contents).

3. Winter Construction

If winter construction activity occurs, the project must have appropriate BMPs in place CGP Part 4.12.2. Inspections can be reduced to once per month if the project meets the requirements in the CGP Part 6.2.4.

4. Storm Water Discharge Pollutant Reporting Requirements.

If an incident of non-compliance occurs that may endanger health or the environment a report must be made, CGP, Appendix A, Part 3.4.

A permit non-compliance is considered any type of pollutant, such as turbidity or petroleum that enters storm water runoff and flows into a receiving water body, MS4, or wetland that is connected to waters of the U.S.

- a. Immediately report the incident to the Engineer verbally;
- b. Report to DEC verbally within 24 hours after the permittee becomes aware of the incident, and;
- c. Report to DEC in writing within five days after the permittee becomes aware of the circumstances. To report in writing, complete the written noncompliance report on Form 25D-143, and file the written report with DEC. Coordinate the report with the Engineer. Include in the report:
 - (1) A description of the noncompliance and its causes;
 - (2) The exact dates and times of noncompliance;
 - (3) If not yet corrected the anticipated time the project will be brought back into compliance, and;
 - (4) The corrective action taken or planned to reduce, eliminate and prevent reoccurrence.
- d. Notify the Engineer immediately if there is incident of noncompliance with COE Permits. The Engineer will notify the COE.

5. Hazardous Materials Reporting Requirements.

Any release of a hazardous substance must be reported immediately to the Engineer as soon as the person has knowledge of the discharge.

Report spills of petroleum products or other hazardous materials to the Engineer and other agencies as required by law, and according to CGP Part 9.3.

- a. To water; any amount released must be reported immediately to the Engineer, DEC, and the Coast Guard.
- b. To land:

- (1) Any release of a petroleum product in excess of 55 gallons must be reported as soon as the person has knowledge of the discharge CGP Part 9.3.2.
 - (2) Any release of a petroleum product in excess of 10 gallons but less than 55 gallons must be reported to the Engineer and must be reported to DEC within 48 hours after the person has knowledge of the discharge CGP Part 9.3.2.
 - (3) Any release of a petroleum product in excess of 1 gallon to 10 gallons must be recorded and logged and provided to DEC on a monthly basis.
 - c. Use the HMCP and SPCC Plan (if available) for contact information to report spills to regulatory agencies.
 - d. Implement measures to prevent the reoccurrence of and to respond to such releases.
 - e. Prior to disposal of contaminated material, submit a Contaminated Media Transport and Treatment Disposal Approval Form to DEC Spill Prevention and Response. Dispose as approved by DEC.
6. Corrective Action and Maintenance of BMPs.
Implement maintenance as required by the CGP Part 4.13 and Part 8.0, SWPPP, and manufacturer's specifications, whichever is more restrictive.
- a. Implement corrective action to comply with the CGP Part 8.0 and the SWPPP.
 - b. Corrective action deadlines and documentation:
 - (1) Corrective actions must be completed according to CGP Part 8.2.
 - (2) Document corrective actions in the Corrective Action Log (25D-112) according to the SWPPP, CGP Part 8.3 and Part 5.9.2.
If a different BMP is installed to correct the condition leading to the corrective action a SWPPP Amendment must be completed.
 - (3) If a corrective action is not completed according to the CGP 8.2, document the conditions in the Corrective Action Log, notify the Engineer, and implement the corrective action as soon as possible.
The Engineer may assign a new complete-by date using a Delayed Action Item Report, Form 25D-113 (DAIR Form), if the contractor is unable to complete the corrective action within the required timeframe. The DAIR Form can only be authorized and completed by the Engineer.
7. Stabilization.
- a. All Soil Stabilization requirements must be met in accordance with CGP Part 4.5 and the SWPPP.
 - b. When temporary or permanent seeding is required, provide a working hydro seeding equipment located within 100 miles of the project by road; with 1,000 gallon or more tank capacity, paddle agitation of tank, and the capability to reach the seed areas with an uniform mixture of water, seed, mulch and tackifier. If the project is located in an isolated community, the hydro-seeder must be located at the project.
 - c. Apply temporary seed and stabilization measures after preparing the surface to reduce erosion potential and to facilitate germination and growth of vegetative cover according to Section 618.
 - d. Apply permanent seed and stabilization measures after land-disturbing activity has permanently ceased. Comply with the CGP, SWPPP, and the contract Sections 618, 724, and 727.
 - e. Incorporate final or temporary stabilization immediately after installing culverts or drainage structures to satisfy CGP Part 4.5, the SWPPP and the Engineer. Stabilize under any bridges, and in areas upstream and downstream of culverts, drainages and areas disturbed by related construction activities after installation, or before deactivating stream bypass or diversion.
 - f. Stabilization before Fall Freeze up and Spring Thaw.
Stabilize Construction Activities within the Project Zone with appropriate BMPs prior to the anticipated date of fall freeze up, in accordance with the SWPPP and CGP, Part 4.12.
Exceptions to stabilization prior to anticipated date of fall freeze up include:
 - (1) Where temporary stabilization activities are precluded by snow cover or frozen ground conditions prior to the anticipated date of fall freeze up, stabilization measures must be initiated as soon as practicable following the actual spring thaw.
 - (2) When winter construction activity is authorized by the Engineer and conducted according to the contract.

8. Ending CGP Coverage.

- a. The Engineer will determine the date that all the following conditions for ending CGP coverage have been met within the Project Zone:
 - (1) Land disturbing activities have ceased;
 - (2) Final Stabilization has been achieved on all portions of the Project Zone, according to the CGP 4.5.2 (including at Department furnished material sources, disposal sites, staging areas, equipment areas, etc.), and;
 - (3) Temporary BMPs have been removed.
- b. After the Engineer has determined the conditions have been met for submitting an NOT in accordance to CGP Part 10.2, the Department will:
 - (1) Send written notice to the Contractor with the date that the conditions were met;
 - (2) Submit an eNOT to DEC within 30 days, and;
 - (3) Provide a copy of the eNOT and DEC's acknowledgement letter to the Contractor.
- c. If the Contractor's CGP eNOI acreage includes Support Activities and any other areas where the Department is not an Operator, the Contractor may not be able to file an eNOT at the same time as the Department.
- d. The Contractor must submit a copy of each signed eNOT and DEC's acknowledgement letter to the Department within three days of filing the eNOT or receiving a written response. Insert the eNOT and DEC acknowledgement letter in SWPPP Appendix Q.
- e. The Contractor is responsible for coordinating local government inspections of work and ending permit coverage with local government. See Subsection 641-1.03.6 for more information.

9. Ending BMP Maintenance in the Project Zone.

The Contractor is responsible for continuing inspections, BMP maintenance and SWPPP updates until permit coverage is ended.

10. Transmit final SWPPP.

Transmit one electronic copy of the final SWPPP, including all SWPPP documents, to the Engineer, when the Contractor's eNOT is filed, or within 30 days of the Department's eNOT being filed, whichever is sooner.

641-3.02 SWPPP DOCUMENTS, LOCATION ON-SITE, AVAILABILITY, AND RECORD RETENTION.

The SWPPP and related documents maintained by the Contractor are the record for demonstrating compliance with the CGP. Copies of SWPPP documents transmitted to the Engineer under the requirements of this specification are informational and do not relieve the Contractor's responsibility to maintain complete records as required by the CGP and this specification.

Keep the SWPPP, HMCP and SPCC Plan if applicable at the on-site project office. If there is not an on-site project office, keep the documents at a locally available location that meets CGP requirements and is approved by the Engineer. Records may be moved to another office for record retention after the eNOTs are filed. Records may be moved to another office during winter shutdown. Update on-site postings if records are relocated during winter shutdown. Provide the Department with copies of all records.

Retain records and a copy of the SWPPP, for at least three years after the date of eNOT according to the CGP Part 9.4.

The SWPPP and related documents must be made available for review and copy, to the Department and other regulatory agencies that request them. See CGP Parts 5.10, 6.6 and 9.5.

641-3.03 SWPPP INSPECTIONS, AMENDMENTS, REPORTS, AND LOGS.

Perform inspections, prepare Inspection Reports, and prepare SWPPP Amendments in compliance with the SWPPP and the CGP using Department forms found at the DOT&PF Construction Forms website.

1. Inspection during Construction.

Conduct Inspections according to the schedule and requirements of the SWPPP and CGP Part 6.0. When the project is on a 14 calendar day inspection frequency, conduct Post-Storm Event Inspections

within 24 hours of the end of a storm event, as required, in addition to the 14 day predetermined inspection cycle.

Inspections required by the CGP and SWPPP must be performed by the Contractor's SWPPP Manager and the Department's Stormwater Inspector jointly, unless approved by the Engineer, when:

- a. One of the inspectors is not on site, access is only by air, and weather delayed or canceled flights;
- b. One of the inspectors is sick;
- c. The project is on a reduced frequency inspection schedule with no staff on site, the only access to the site is by air, and it is economical to send only one inspector, or;
- d. When the Engineer determines a safety concern that makes joint inspection impracticable.

When this is the case, the Operator who conducts the inspection must provide a copy of the Inspection Report to the other Operator within three days of the inspection date and document the date of the report transmittal in SWPPP Appendix K.

2. Inspection Reports.

Use only the Department SWPPP Construction Site Inspection Report, Form 25D-100, to record inspections. Changes or revisions to Form 25D-100 are not permitted, except for adding or deleting data fields that list Location of Discharge Points and Site Specific BMPs. Complete all fields in the Inspection Report; do not leave any fields blank.

Refer to the DOT&PF Construction Forms webpage for instruction to complete Form 25D-100.

The Superintendent or SWPPP Manager must review and correct all errors within three days of the date of inspection.

Inspection Reports must be signed by the person described in the CGP Appendix A, Part 1.12 or by a duly authorized representative of that person. Only the Superintendent can certify the Inspection Form.

Insert a Complete-by-Date for each corrective action listed that complies CGP Part 8.2.

Provide a copy of the completed, unsigned Inspection Report to the Engineer by the end of the next business day following the inspection.

The Engineer may coordinate with the Superintendent to review and correct any errors or omissions before the Superintendent signs the report. Corrections are limited to adding missing information or correcting entries to match field notes and conditions present at the time the inspection was performed. The signed and certified Inspection Report must be provided to the Engineer on the same day the Superintendent signed the form.

The Engineer will sign and certify the Inspection Report and will return the original to the Contractor within three working days if compliant with the CGP and SWPPP.

If the Inspection Report is not compliant with the CGP or SWPPP the Engineer may make corrections after the Superintendent has signed and certified the Inspection Report. The Engineer will initial and date each correction. If the Engineer makes corrections, the Superintendent must recertify the Inspection Report by entering a new signature and date in the white space below the original signature and date lines. Send a copy of the recertified Inspection Report to the Engineer on the day it is recertified.

When a correction is required to an Inspection Report that was already certified by both the Superintendent and Engineer, follow directions given below:

If subsequent corrections are required for a certified Inspection Report 25D-100, document the corrections in an addendum memo that addresses only the omitted or erroneous portions of the original Inspection Report. The Superintendent and the Engineer must both sign and certify the updated

Inspection Report and addendum memo. File the corresponding Inspection Report and memo in the SWPPP Appendix K and update the amendment log. The issuance of an addendum memo does not relieve the Contractor of liquidated damages that may have been incurred as a result of the error on the original certified inspection report.

3. Items and Areas to Inspect.

Conduct inspections of all areas required by the CGP Part 6.4 and SWPPP.

4. Reduced Inspection Frequencies.

Conduct inspections according to the inspection schedule indicated in the approved SWPPP. Any change in inspection frequency must be approved by the Engineer, and beginning and ending dates documented as an amendment to the SWPPP.

If the Engineer approves and the entire site is stabilized, the frequency of inspections may be reduced in accordance to the CGP Part 6.2.1. At actively staffed sites, inspect within two business days of the end of a storm event that results in a discharge from the site.

5. Winter Shutdown Inspection.

Conduct winter shutdown inspection 14 calendar days after the anticipated fall freeze up date and conditions under the CGP Parts 4.12, 6.2.3, and the SWPPP are met. The Engineer may approve suspension of inspections and waive requirements for updating the Grading and Stabilization Activities Log and Daily Record of Rainfall Form during Winter Shutdown.

Inspections must resume on a regular frequency or reduced inspection frequency identified in the SWPPP, at least 21 days before anticipated spring thaw CGP Part 6.2.3. Resume updating the Daily Record of Rainfall Form at the start of the 21-day spring thaw inspection.

6. Inspection before Project Completion.

Conduct inspection to ensure Final Stabilization is complete throughout the Project, and temporary BMPs that are required to be removed are removed. Temporary BMPs that are biodegradable and are specifically designed and installed with the intent of remaining in place until they degrade, may remain in place after project completion if approved by the Project Engineer.

7. SWPPP Amendments and SWPPP Amendment Log.

The SWPPP Amendment Log Form 25D-114 must be filled out by an individual who holds a current AK-CESCL, or equivalent certification. The Superintendent or the SWPPP Manager must sign and date amendments to the SWPPP and updates to the SWPPP Amendment Log.

SWPPP Amendments must be approved by the Engineer.

Amendments must occur:

- a. Whenever there is a change in design, construction operation, or maintenance at the construction site that has or could cause erosion, sedimentation or the discharge of pollutants that has not been previously addressed in the SWPPP;
- b. If an inspection identifies that any portion of the SWPPP is ineffective in preventing erosion, sedimentation, or the discharge of pollutants;
- c. Whenever an inspection identifies a problem that requires additional or modified BMPs or a BMP not shown in the original SWPPP is added;
- d. If the inspection frequency is modified (note beginning and ending dates);
- e. When there is a change in personnel who are named in the SWPPP, according to Subsection 641-2.01;
- f. When an inspection is not conducted jointly;
- g. When a NOI modification is filed;
- h. When a Noncompliance Report is filed with DEC.

Place all correspondence with DEC, EPA or MS4s in Appendix Q.

Amend the SWPPP as soon as practicable after any change or modification, but in no case later than seven days following identification of the need for an amendment. All SWPPP Amendments must have an amendment number, be dated, and signed.

Keep the SWPPP Amendment Log current. Prior to a scheduled inspection or submittal of an inspection, submit to the Engineer a copy of the pages of the Amendment Log that contain new entries since the last submittal. Include copies of any documents amending the SWPPP.

Keep the SWPPP Amendment Log in Appendix M.

8. Site Maps.

Maintain site maps in accordance with CGP Part 5.3.5 and the SWPPP template 5.0. It is acceptable to have separate site maps for BMPs and grading and stabilization activities.

9. Corrective Action Log

The Superintendent and SWPPP Manager are the only persons authorized to make entries on the SWPPP Corrective Action Log, Form 25D-112.

The Corrective Action Log must document corrective actions required by the conditions listed in the CGP Part 8.0. Document the need for corrective action within 24 hours of either:

- a. Identification during an inspection, or;
- b. Discovery by the Department's or Contractor's staff, a subcontractor, or a regulatory agency inspector;
- c. If a corrective action is discovered outside of an inspection, update the log with the date of discovery, the proposed corrective action, and the date the corrective action was completed.

Keep the Corrective Action Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection.

Keep the Corrective Action Log in Appendix J of the SWPPP.

10. Grading and Stabilization Activities Log.

The Superintendent and SWPPP Manager are the only persons authorized to date and initial entries on the SWPPP Grading and Stabilization Activities Log, Form 25D-110. Use the SWPPP Grading and Stabilization Activities Log, to record land disturbance and stabilization activities.

Keep the Grading and Stabilization Activities Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection. Keep the Grading and Stabilization Activities Log organized and completed to demonstrate compliance with the CGP Part 4.5.

Keep the Grading and Stabilization Activities Log in Appendix G of the SWPPP.

11. Daily Record of Rainfall.

Use SWPPP Daily Record of Rainfall, Form 25D-115 to comply with CGP Part 7.3.9. Submit a copy to the Engineer with each completed Inspection Report. Keep the Daily Record of Rainfall current in Appendix N of the SWPPP.

12. Staff Tracking Log.

Use the SWPPP Project Staff Tracking Form 25D-127, to identify project staff that are required to be AK-CESCL certified or hold an equivalent qualification CGP Appendix C. Complete this form to document the following positions; Superintendent, SWPPP Manager, Engineer, and when positions have changed in personnel, either permanent or temporary. Update the SWPPP Project Staff Tracking Form within 24-hours of any changes in personnel, qualifications, or other staffing items related to administration of the CGP or Section 641.

641-3.04 FAILURE TO PERFORM WORK.

The Engineer has authority to suspend work and withhold monies according to Subsections 105-1.01 and 108-1.06 for the reasons listed under Subsection 108-1.06 and for an incident of noncompliance with the CGP or SWPPP that may endanger health or the environment or for failure to perform work related to Section 641.

1. An incident of noncompliance includes, but is not limited to, the Contractor's failure to:
 - a. Obtain appropriate permits before Construction Activities occur;
 - b. Perform SWPPP administration;
 - c. Perform timely inspections;
 - d. Update the SWPPP;
 - e. Transmit updated SWPPP, Inspection Reports, and other updated SWPPP forms to the Engineer;
 - f. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP, the CGP, and applicable local, state, and federal requirements;
 - g. Perform duties according to the requirements of Section 641;
 - h. Meet requirements of the CGP, SWPPP, or other permits, laws, and regulations related to erosion, sediment, or pollution control, or;
 - i. Any other requirements established or included in the contract.

2. No additional Contract time or additional compensation will be allowed due to delays caused by the Engineer's suspension of work.

641-3.05 ACCESS TO WORK.

The Project, including any related off-site areas or support activities, must be made available for inspection, or sampling and monitoring, by the Department and other regulatory agencies. See CGP Part 6.6.

641-4.01 METHOD OF MEASUREMENT. See Section 109 and as follows:

Items 641.0001.0000, 641.0003.0000 and 641.0007.000, are lump sum.

Items 641.0002.0000, 641.0004.0000 and 641.0005.0000, measured on a contingent sum basis as specified by the Directive authorizing the work.

Item 641.0006.0000 measured on a contingent sum basis with withholding determined by the Department.

TABLE 641-1 BMP VALUES – RESERVED

Liquidated Damages assessed according to Table 641-2 are not an adjustment to the Contract amount. These damages charges are related to Contract performance but are billed by the Department to the Contractor, independent of the Contract amount. An amount equal to the Liquidated Damages may be withheld for unsatisfactory performance, from payment due under the Contract, until the Contractor remits payment for billed Liquidated Damages.

**TABLE 641-2 - Version C
EROSION, SEDIMENT AND POLLUTION CONTROL – LIQUIDATED DAMAGES**

Code	Specification Section Number and Description	Deductible Amount in Dollars	Cumulative Deductible Amounts in Dollars
A	641-1.05 Failure to have a qualified (AK-CESCL or equivalent) SWPPP Manager	Calculated in Code B or F	
B	Failure to meet SWPPP requirements of: (1) 641-2.01.1 Name of SWPPP Preparer (2) Not Applicable (3) 641-3.03.8 Sign and Date SWPPP amendments by qualified person (4) 641-3.02 Records maintained at project and made available for review	\$750 per omission	

Code	Specification Section Number and Description	Deductible Amount in Dollars	Cumulative Deductible Amounts in Dollars
C	Not Applicable		
D	641-3.03.5 Failure to stabilize a Project prior to fall freeze up.	\$5,000 per Project per year	
E	641-2.01.1 Failure to conduct pre-construction inspections before Construction Activities on all projects greater than 1 acre.	\$2,000 per Project	
F*	641-3.03. Failure to conduct and record CGP Inspections 641-3.03.1 Personnel conducting Inspections and Frequency 641-3.03.2 Inspection Reports, use Form 25D-100, completed with all required information	\$750 per Inspection	Additional \$750 for every additional 7 day period without completing the required inspection.
G	641-3.01.4 Corrective action, failure to timely accomplish BMP maintenance and/or repairs. In effect until BMP maintenance and/or repairs is completed.	\$500 per Project per day	
H	641-3.01.3 Failure to provide to the Engineer and DEC a timely oral noncompliance report of violations or for a deficient oral noncompliance report	\$750 for the first day the report is late or deficient	Additional \$750 for every 14 day period with- out the required information
I	641-3.01.3 Failure to provide to the Engineer and DEC a timely written noncompliance report, use Form 25D-143, of violations or for a deficient written noncompliance report	\$750 for the first day the report is late or deficient	Additional \$750 for every 14 day period without the required information
J	641-3.04 Failure to comply with the requirements of the CGP, approved SWPPP, and Section 641, except as listed above	\$750 per occurrence for the first day of noncompliance	Additional \$750 for every day the deficiency remains uncorrected

Code F* Liquidated Damages according to Code F will not be billed for typographic errors and minor data entry errors, except the liquidated damages will be assessed for these errors when:

- the Contractor has previously been notified and subsequent inspection reports repeat the same or similar error,
- multiple inspection reports are submitted after the submission due date and the same or similar errors are repeated on multiple overdue reports,
- an error in recording the inspector's AK-CESCL certification date results in an inspector performing the inspection during a period when their certification was lapsed or was otherwise invalid.

641-5.01 BASIS OF PAYMENT.

See Subsection 641-3.04 Failure to Perform Work, for additional work and payment requirements.

Item 641.0001.0000 Erosion, Sediment and Pollution Control Administration. At the Contract lump sum price for administration of all work under this Section. Includes, but is not limited to, SWPPP and HMCP and SPCC Plan preparation, agency fees for SWPPP reviews, SWPPP amendments, pre-construction inspections, inspections, monitoring, reporting, and recordkeeping or copying records related to the SWPPP and required by the CGP, and record retention.

Item 641.0002.0000 Temporary Erosion, Sediment and Pollution Control. At the contingent sum prices specified for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and

dispose of approved temporary erosion, sedimentation, and pollution control BMPs required to implement the SWPPP and SPCC Plan.

Item 641.0003. 0000 Temporary Erosion, Sediment and Pollution Control. At the Contract lump sum price for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs identified in the SWPPP and SPCC Plan.

Item 641.0004. 0000 Temporary Erosion Sediment and Pollution Control Additives. At the contingent sum prices specified in the Directive to authorize the work, for all labor, supervision, materials, equipment, and incidentals for extra, additional, or unanticipated work, to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs not covered by Item 641.0003. _____. All additional Erosion, Sediment, and Pollution Control Administration necessary due to this item will not be paid for separately but will be subsidiary to other bid items.

Item 641.0005. 0000 Temporary Erosion Sediment and Pollution Control by Directive. At the contingent sum prices specified in the Directive using time and materials to authorize the work, for all labor, supervision, materials, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs. Prices for this item will be by time and materials according to Subsection 109-1.05, or by mutual agreement between the Engineer and Contractor. All additional Erosion, Sediment, and Pollution Control Administration necessary due to this item will not be paid for separately but will be subsidiary to other bid items.

Item 641.00006.0000 Withholding. The Engineer may withhold an amount equal to Liquidated Damages, assessed according to Section 641, from payment due the Contractor. Liquidated Damages for violations of the Contract, CWA, CGP, are determined by the Engineer according to Table 641-2. The Engineer may withhold payment due the Contractors until the Contractor pays the Liquidated Damages to the Department.

The Department will not release performance bonds until Liquidated Damages assessed according to Section 641 are paid to the Department, and all requirements according to Subsection 103-1.05 are satisfied.

Item 641.0007.0000 SWPPP Manager. At the Contract lump sum price for a SWPPP Manager that conforms to this specification. When Item 641.0007.0000 appears in the Bid Schedule, the SWPPP Manager must be a different person than the superintendent, and must be physically present during construction activity with duties and authority as described in Subsection 641-2.04. When Item 641.0007.0000 does not appear in the Bid Schedule, the SWPPP Manager is subsidiary to Item 641.0001.0000.

Subsidiary Items. Temporary erosion, sediment and pollution control measures that are required outside the Project Zone are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641.0001.0000. Erosion, Sediment and Pollution Control Administration.

Work under other pay items. Work that is paid for directly or indirectly under other pay items will not be measured and paid for under Section 641. This work includes but is not limited to:

1. Dewatering;
2. Shoring;
3. Bailing;
4. Permanent seeding;
5. Installation and removal of temporary work pads;
6. Temporary accesses;
7. Temporary drainage pipes and structures;
8. Diversion channels;
9. Settling impoundment, and;
10. Filtration.

Permanent erosion, sediment and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

Work at the Contractor's Expense. 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		
Item Number	Item Description	Unit
641.0001.0000	Erosion, Sediment and Pollution Control Administration	LS
641.0002.0000	Temporary Erosion, Sediment and Pollution Control	CS
641.0003.0000	Temporary Erosion, Sediment and Pollution Control	LS
641.0004.0000	Temporary Erosion, Sediment and Pollution Control Additives	CS
641.0005.0000	Temporary Erosion, Sediment and Pollution Control by Directive	CS
641.0006.0000	Withholding	CS
641.0007.0000	SWPPP Manager	LS

HSM20-38 12/31/2021

SPECIAL PROVISIONS

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:

- 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 641.0008.0000 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.

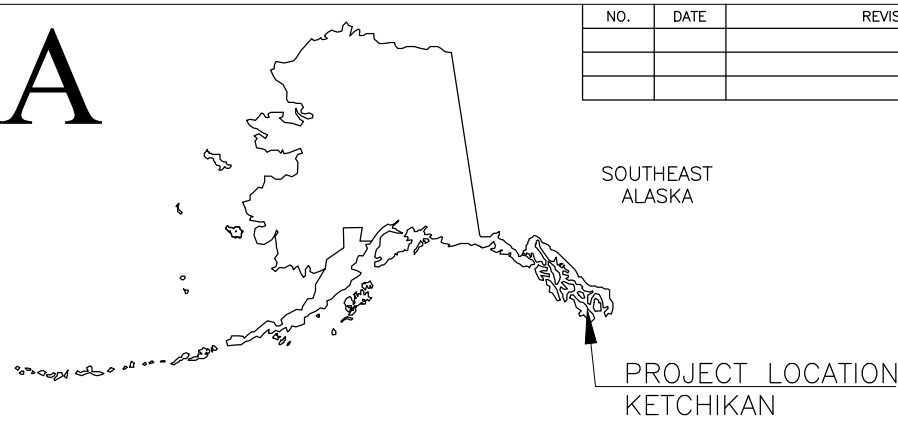
Add the following pay item:

PAY ITEM		
Item Number	Item Description	Unit
641.0008. 0000	SWPPP Track	CS

HSP20-5A

STATE OF ALASKA

DEPARTMENT OF CORRECTIONS



NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	230006097-1	2024	1	14
			LATITUDE	55° 20' 54.61" N	LONGITUDE	131° 38' 59.69" W	

SAFETY IMPROVEMENT PROJECT KETCHIKAN CORRECTIONAL CENTER (KCC) ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS AGREEMENT NO. 230006097-1

INDEX OF SHEETS	
SHEET NO	DESCRIPTION
1	TITLE SHEET
2	LEGEND AND ABBREVIATIONS
3	SURVEY CONTROL
4	SURVEY SITE DETAIL
5	ESTIMATE OF QUANTITIES AND SUMMARY TABLES
6	EXISTING CONDITIONS, DEMOLITION AND PROJECT STATIONING
7	EAST SLOPE SCALING PLAN
8	SOUTH SLOPE SCALING PLAN
9	STA. 2+60 to 2+70 SCALING PLAN
10	STA. 2+75 to 3+00 SCALING PLAN
11	ON-SLOPE DRAINAGE SITE PLAN AND LAYOUT TABLE
12	ON-SLOPE DRAINAGE PIPE SECTION
13	ON-SLOPE DRAINAGE DETAILS
14	STAIRCASE DETAILS

PROJECT LOCATION



PROJECT SUMMARY	
BASE BID	SELECTIVE DEMOLITION, ROCK SCALING, UNCLASSIFIED EXCAVATION, STAIR CONSTRUCTION
ADDITIVE ALTERNATE	DRAINAGE IMPROVEMENTS, PATH CONSTRUCTION, UNCLASSIFIED EXCAVATION

PLANS DEVELOPED BY:
LANDSLIDE TECHNOLOGY; MENZIES ENGINEERING GROUP;
AND PND ENGINEERS, INC.

FILE N:\24xxxx\242049-KCC-ROCKFALL-MITIGATION\G- DRAWINGS\LANDSLIDE-TECHNOLOGY\3194 -- KCC-ROCKFALL-STAB & DRAINAGE IMPROVE-PND.BMG
 DATE/TIME 9/30/2024 1:21 PM
 LAYOUT 1
 DESIGNED
 CHECKED
 DRAFTED

ABBREVIATIONS:

APPROX	APPROXIMATELY
AWS	AMERICAN WELDING SOCIETY
AWPA	AMERICAN WOOD PROTECTION ASSOCIATION
CONC	CONCRETE
CONT	CONTINUOUS
CPP	CORRUGATED POLYETHYLENE PIPE
CL	CENTERLINE
CY	CUBIC YARD
Ø, DIA	DIAMETER
(E)	EXISTING
E	EAST, EASTING
ELEV	ELEVATION
FT	FOOT, FEET
GALV	GALVANIZED
H	HORIZONTAL
HF	HEM. FIR
HR	HOUR
IE	INVERT ELEVATION
IN "	INCH, INCHES
LS	LUMP SUM
LF	LINEAR FEET
LT	LEFT
MAX	MAXIMUM
MFG	MANUFACTURER
MIN	MINIMUM
N	NORTH, NORthing
NO.	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
R	RADIUS
ROW	RIGHT OF WAY
RT	RIGHT
S	SOUTH
SQFT	SQUARE FOOT
STA	STATION
STD	STANDARD
t	THICK
TYP	TYPICAL
V	VERTICAL
W	WEST

	EXISTING	PROPOSED
FENCE		
INLET STRUCTURE		
PIPE CULVERT WITH END SECTION		
UTILITY POLE, POLE WITH LUMINAIRE		
PRIMARY MONUMENT (BRASS/AL CAP)		
PRIMARY GPS CONTROL POINT		
SECONDARY CONTROL POINT		
RIGHT-OF-WAY		
PROPERTY LINE		
BUILDING OR FOUNDATION MATCH TO SITE		
CONTOUR, MAJOR OR MINOR		
DRAINAGE FLOW		
STAIRS		
SIDEWALK		
SLOPE		
SECTION CUT		
LAYOUT POINT		
ROCKFALL BARRIERS		
EASEMENT		

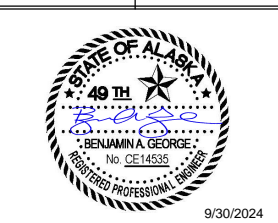
CONSTRUCTION DOCUMENTS
9/30/2024

ADDENDUM NUMBER
ATTACHMENT NUMBER

RECORD OF REVISIONS		
No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



LANDSLIDE TECHNOLOGY
10250 SW GREENBURG RD.
STE. 111
PORTLAND, OREGON 97223

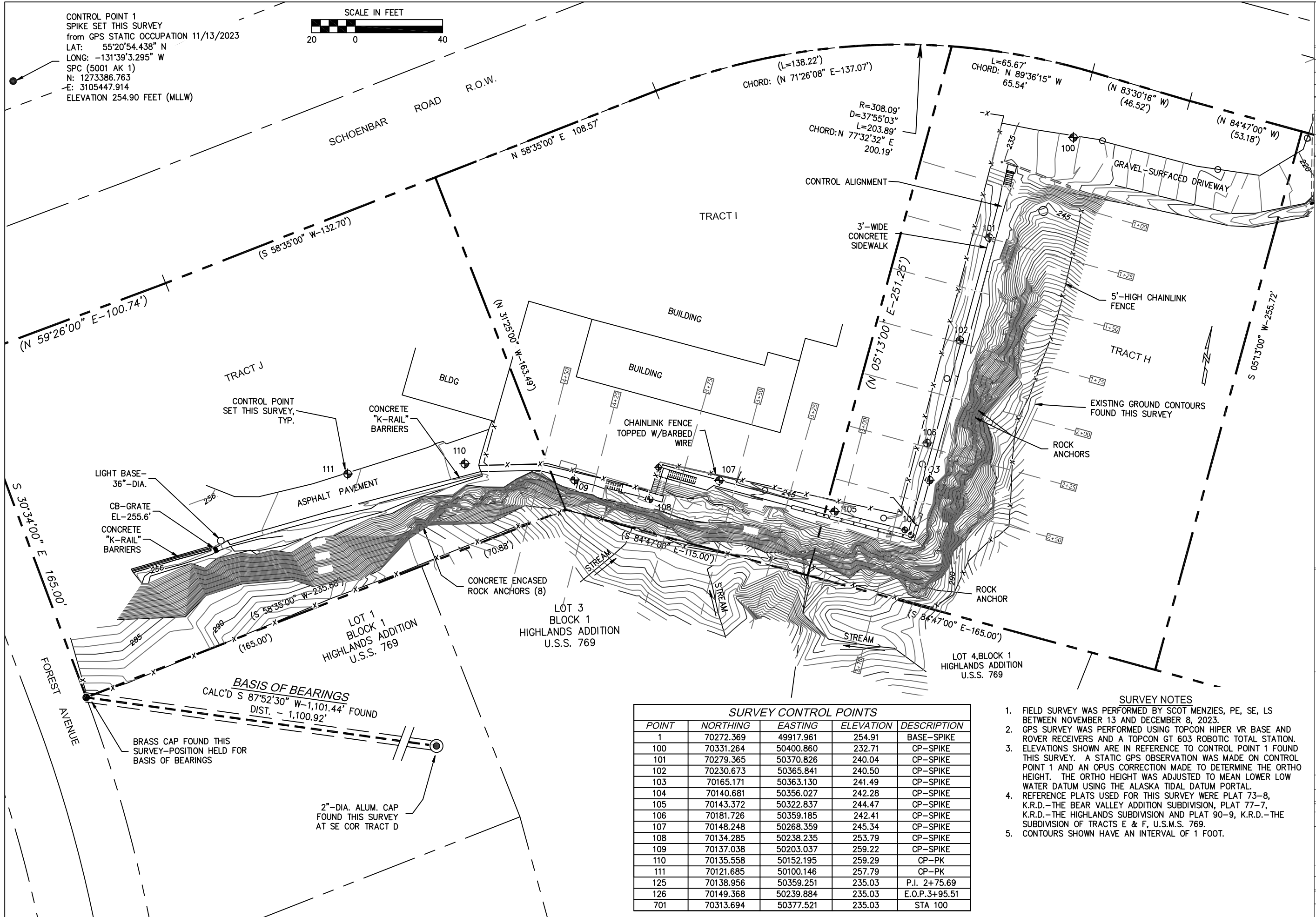
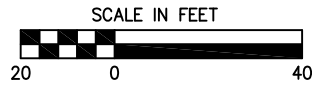
DRAWING NOT TO SCALE

CHECKED BY:	BAG
DRAWN BY:	KLL
SHEETS NO.	TOTAL SHEETS
2	14

LEGEND AND ABBREVIATIONS

PROJECT DESIGNATION NUMBER	
230006097-1	
STATE	YEAR
ALASKA	2024

CONTROL POINT 1
SPIKE SET THIS SURVEY
from GPS STATIC OCCUPATION 11/13/2023
LAT: 55°20'54.438" N
LONG: -131°39'3.295" W
SPC (5001 AK 1)
N: 1273386.763
E: 3105447.914
ELEVATION 254.90 FEET (MLLW)



BASIS OF BEARINGS
CALC'D S 87°52'30" W-1,101.44' FOUND
DIST. - 1,100.92'

SURVEY CONTROL POINTS				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	70272.369	49917.961	254.91	BASE-SPIKE
100	70331.264	50400.860	232.71	CP-SPIKE
101	70279.365	50370.826	240.04	CP-SPIKE
102	70230.673	50365.841	240.50	CP-SPIKE
103	70165.171	50363.130	241.49	CP-SPIKE
104	70140.681	50356.027	242.28	CP-SPIKE
105	70143.372	50322.837	244.47	CP-SPIKE
106	70181.726	50359.185	242.41	CP-SPIKE
107	70148.248	50268.359	245.34	CP-SPIKE
108	70134.285	50238.235	253.79	CP-SPIKE
109	70137.038	50203.037	259.22	CP-SPIKE
110	70135.558	50152.195	259.29	CP-PK
111	70121.685	50100.146	257.79	CP-PK
125	70138.956	50359.251	235.03	P.I. 2+75.69
126	70149.368	50239.884	235.03	E.O.P.3+95.51
701	70313.694	50377.521	235.03	STA 100

- SURVEY NOTES**
- FIELD SURVEY WAS PERFORMED BY SCOT MENZIES, PE, SE, LS BETWEEN NOVEMBER 13 AND DECEMBER 8, 2023.
 - GPS SURVEY WAS PERFORMED USING TOPCON HIPER VR BASE AND ROVER RECEIVERS AND A TOPCON GT 603 ROBOTIC TOTAL STATION.
 - ELEVATIONS SHOWN ARE IN REFERENCE TO CONTROL POINT 1 FOUND THIS SURVEY. A STATIC GPS OBSERVATION WAS MADE ON CONTROL POINT 1 AND AN OPUS CORRECTION MADE TO DETERMINE THE ORTHO HEIGHT. THE ORTHO HEIGHT WAS ADJUSTED TO MEAN LOWER LOW WATER DATUM USING THE ALASKA TIDAL DATUM PORTAL.
 - REFERENCE PLATS USED FOR THIS SURVEY WERE PLAT 73-8, K.R.D.-THE BEAR VALLEY ADDITION SUBDIVISION, PLAT 77-7, K.R.D.-THE HIGHLANDS SUBDIVISION AND PLAT 90-9, K.R.D.-THE SUBDIVISION OF TRACTS E & F, U.S.M.S. 769.
 - CONTOURS SHOWN HAVE AN INTERVAL OF 1 FOOT.

CONSTRUCTION DOCUMENTS
9/30/2024

ADDENDUM NUMBER	
ATTACHMENT NUMBER	
RECORD OF REVISIONS	
No.	DATE DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



MENZIES ENGINEERING GROUP
9737 MUD BAY ROAD, SUITE 301
KETCHIKAN, ALASKA 99901
C.A.N.: AECC 1165
M.E.G. PROJECT: 23706

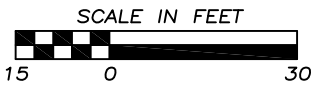
1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1" EXACTLY), THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

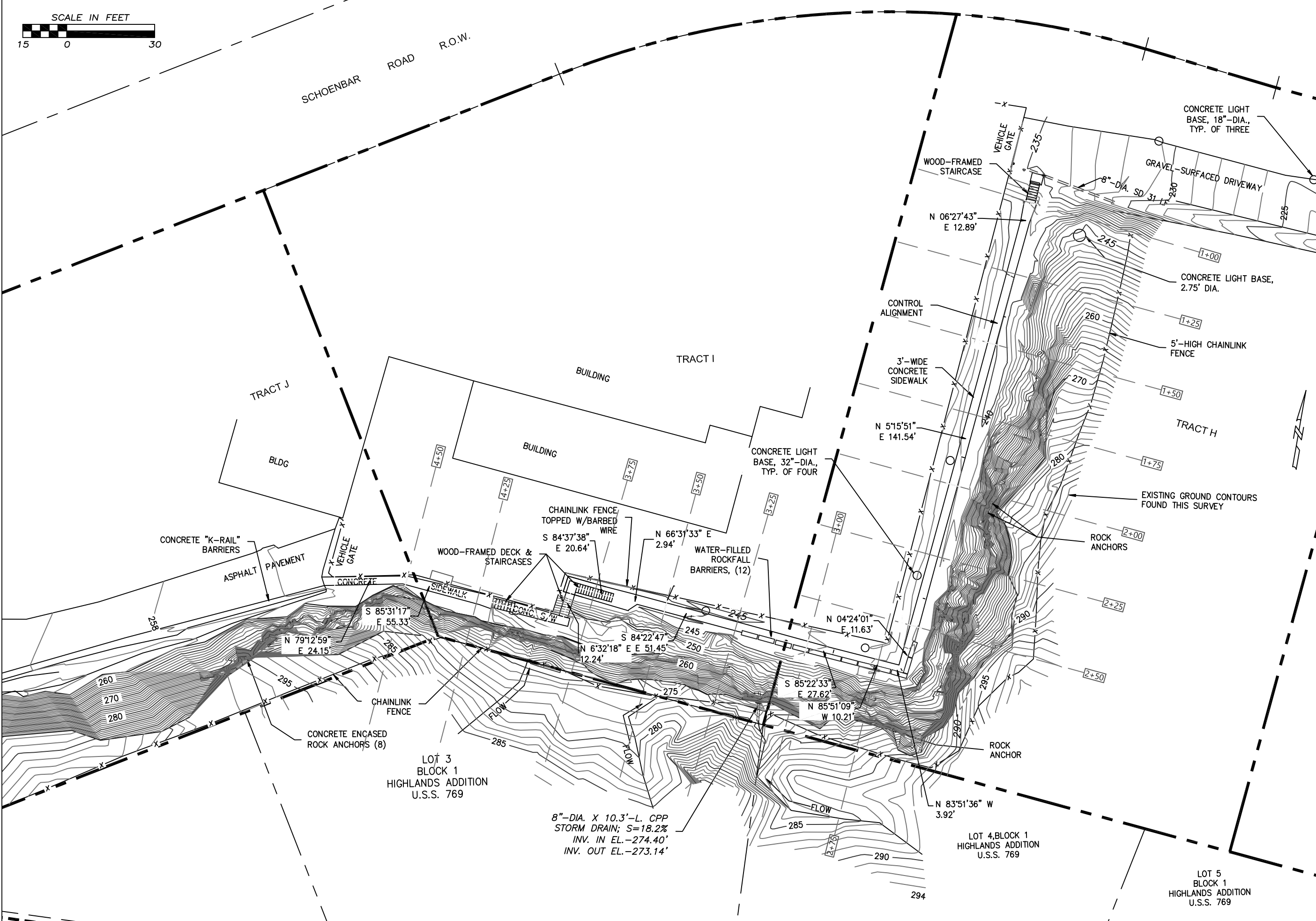
CHECKED BY:	S.A.M.
DRAWN BY:	S.A.M.
SHEETS NO.	TOTAL SHEETS
3	14

SURVEY CONTROL

ALASKA DOC PROJECT NUMBER	230006097-1
STATE	YEAR
ALASKA	2024



SCHOENBAR ROAD R.O.W.



CONSTRUCTION DOCUMENTS
9/30/2024

ADDENDUM NUMBER

ATTACHMENT NUMBER

RECORD OF REVISIONS

No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



MENZIES ENGINEERING GROUP
9737 MUD BAY ROAD, SUITE 301
KETCHIKAN, ALASKA 99901
C.A.N.: AECC 1165
M.E.G. PROJECT: 23706

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

CHECKED BY:	S.A.M.
DRAWN BY:	S.A.M.
SHEETS NO.	TOTAL SHEETS
4	14

SURVEY SITE DETAIL

ALASKA DOC PROJECT NUMBER	
230006097-1	
STATE	YEAR
ALASKA	2024

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS

ESTIMATE OF QUANTITIES – BASE BID			
ITEM NO	ITEM DESCRIPTION	PAY UNIT	TOTAL QUANTITY
201.009.0000	CLEARING AND GRUBBING	ACRE	0.2
202.0001.0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	ALL REQUIRED
202.0003.0000	REMOVAL OF SIDEWALK	SY	101
202.0018.0000	REMOVAL OF PIPE	EACH	1
203.2050.0000	ROCKFALL MITIGATION. SLOPE SCALING	HR	160
301.0002.00D1	AGGREGATE BASE COURSE, GRADING D-1	CY	15
506.0005.0000	TIMBER STAIRCASE	LS	ALL REQUIRED
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LS	ALL REQUIRED
640.0004.0000	WORKER MEALS AND LODGING, OR PER DIEM	LS	ALL REQUIRED
642.0001.0000	CONSTRUCTION SURVEY	LS	ALL REQUIRED

203.2050.000 – ROCKFALL MITIGATION, ROCK SLOPE SCALING				
SHEET	STATION		QUANTITY (HR)	REMARKS
	FROM	TO		
7-10	1+00	4+75	160	EXISTING DEBRIS VOLUME IS ESTIMATED TO BE APPROXIMATELY 140 CUBIC YARDS. APPROXIMATED VOLUME IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A REPORTED QUANTITY.
TOTAL:			160	
PAY ITEM QUANTITY:			160	

ESTIMATE OF QUANTITIES – ALTERNATIVE 1			
ITEM NO	ITEM DESCRIPTION	PAY UNIT	TOTAL QUANTITY
203.0003.0000	UNCLASSIFIED EXCAVATION	CY	110
301.0002.00D1	AGGREGATE BASE COURSE, GRADING D-1	CY	50
603.0021.0000	CORRUGATED POLYETHYLENE PIPE, 8"	LF	80
603.0023.0000	PRECAST CONCRETE PIPE ANCHOR	EACH	13
603.0024.0000	CONCRETE INLET STRUCTURE	EACH	2
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LS	ALL REQUIRED
640.0004.0000	WORKER MEALS AND LODGING, OR PER DIEM	LS	ALL REQUIRED
642.0001.0000	CONSTRUCTION SURVEY	LS	ALL REQUIRED



9/30/2024

LANDSLIDE TECHNOLOGY
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CHECKED BY: BAG

DRAWN BY: KLL

SHEETS NO.	TOTAL SHEETS
5	14

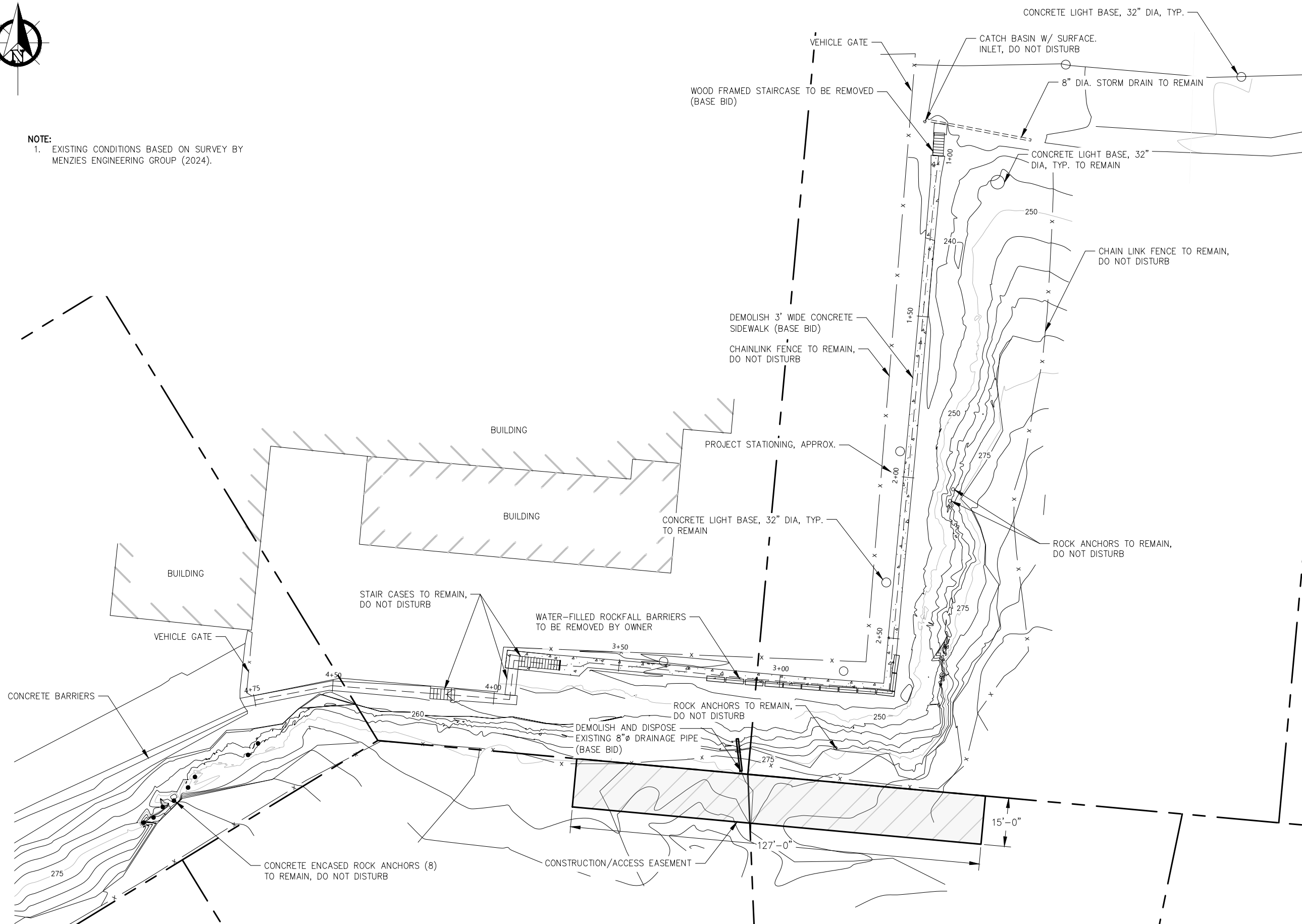
ESTIMATE OF QUANTITIES AND SUMMARY TABLES

PROJECT DESIGNATION NUMBER
230006097-1

STATE	YEAR
ALASKA	2024



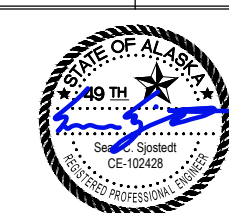
NOTE:
 1. EXISTING CONDITIONS BASED ON SURVEY BY
 MENZIES ENGINEERING GROUP (2024).



No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
 KETCHIKAN CORRECTIONAL CENTER
 1201 SCHOENBAR ROAD
 KETCHIKAN, AK 99901

**ROCKFALL MITIGATION AND
 DRAINAGE IMPROVEMENTS**



9/30/2024

PND ENGINEERS, INC.
 9360 GLACIER HIGHWAY, STE. 100
 JUNEAU, ALASKA 99801
 C.A.N.: AECC250
 PND PROJECT: 242049

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

CHECKED BY: SCS

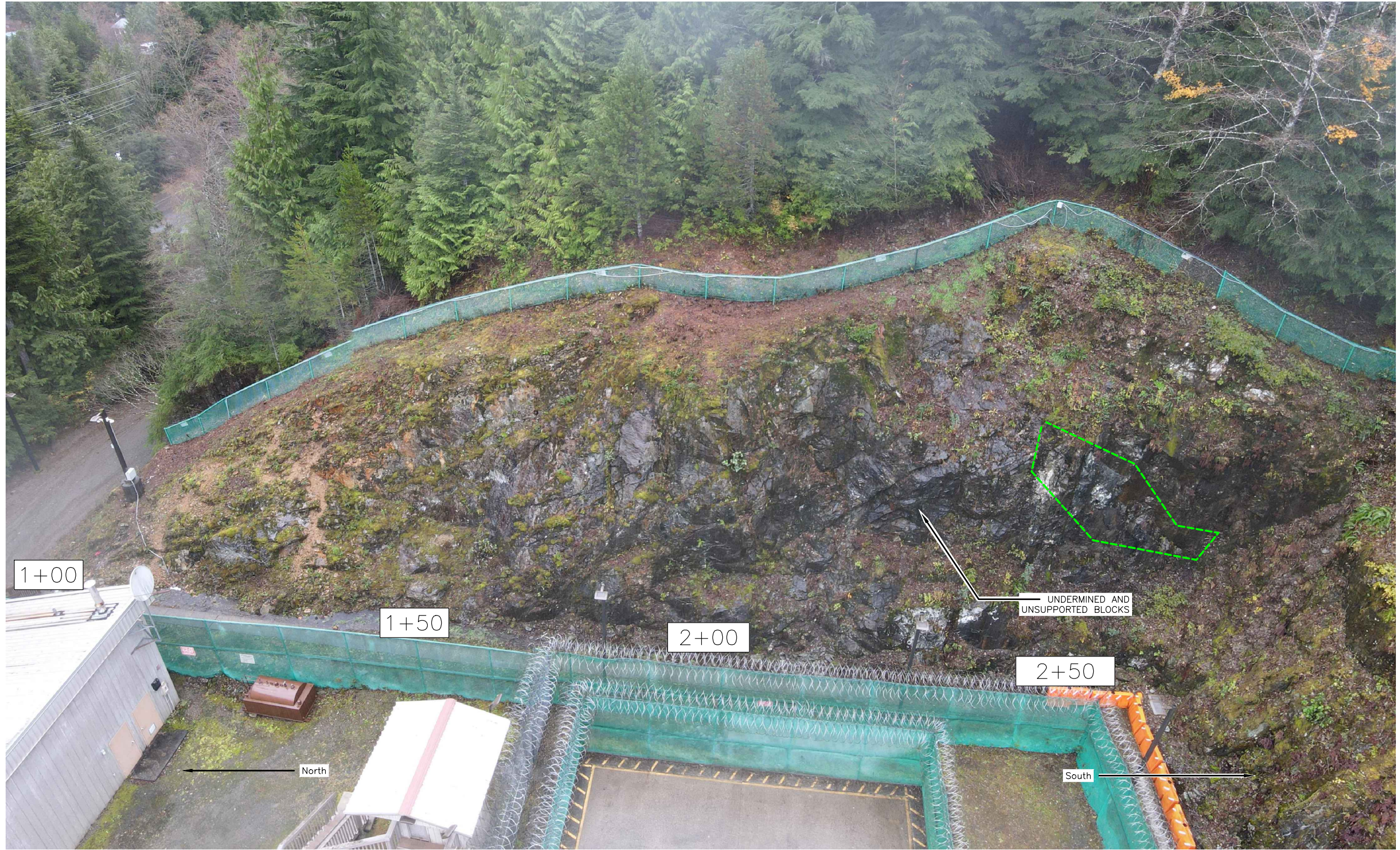
DRAWN BY: KRH

SHEETS NO.	TOTAL SHEETS
6	14

**EXISTING CONDITIONS,
 DEMOLITION AND
 PROJECT STATIONING**

ALASKA DOC PROJECT NUMBER
 230006097-1

STATE	YEAR
ALASKA	2024



1+00

1+50

2+00

2+50

UNDERMINED AND UNSUPPORTED BLOCKS

North

South

LEGEND:
HEAVY SCALING -----

EAST SLOPE SITE PLAN

- NOTES:
1. NOT TO SCALE (STATIONING IS APPROXIMATE)
 2. MERGING OF PHOTOS CAN CAUSE IMAGES TO DISTORT
 3. CONDUCT GENERAL SCALING ACROSS THE ENTIRE SLOPE FROM STATION 1+00 TO 4+00, OR AS DIRECTED BY THE PROJECT ENGINEER.

CONSTRUCTION DOCUMENTS
9/30/2024

ADDENDUM NUMBER

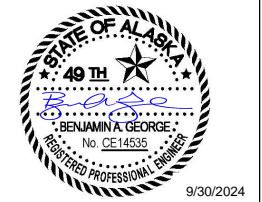
ATTACHMENT NUMBER

RECORD OF REVISIONS

No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



9/30/2024

LANDSLIDE TECHNOLOGY
10250 SW GREENBURG RD.
STE. 111
PORTLAND, OREGON 97223

DRAWING NOT TO SCALE

CHECKED BY: BAG

DRAWN BY: KLL

SHEETS NO.	TOTAL SHEETS
7	14

EAST SLOPE SCALING PLAN

PROJECT DESIGNATION NUMBER
230006097-1

STATE	YEAR
ALASKA	2024

No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



9/30/2024

LANDSLIDE TECHNOLOGY
10250 SW GREENBURG RD.
STE. 111
PORTLAND, OREGON 97223

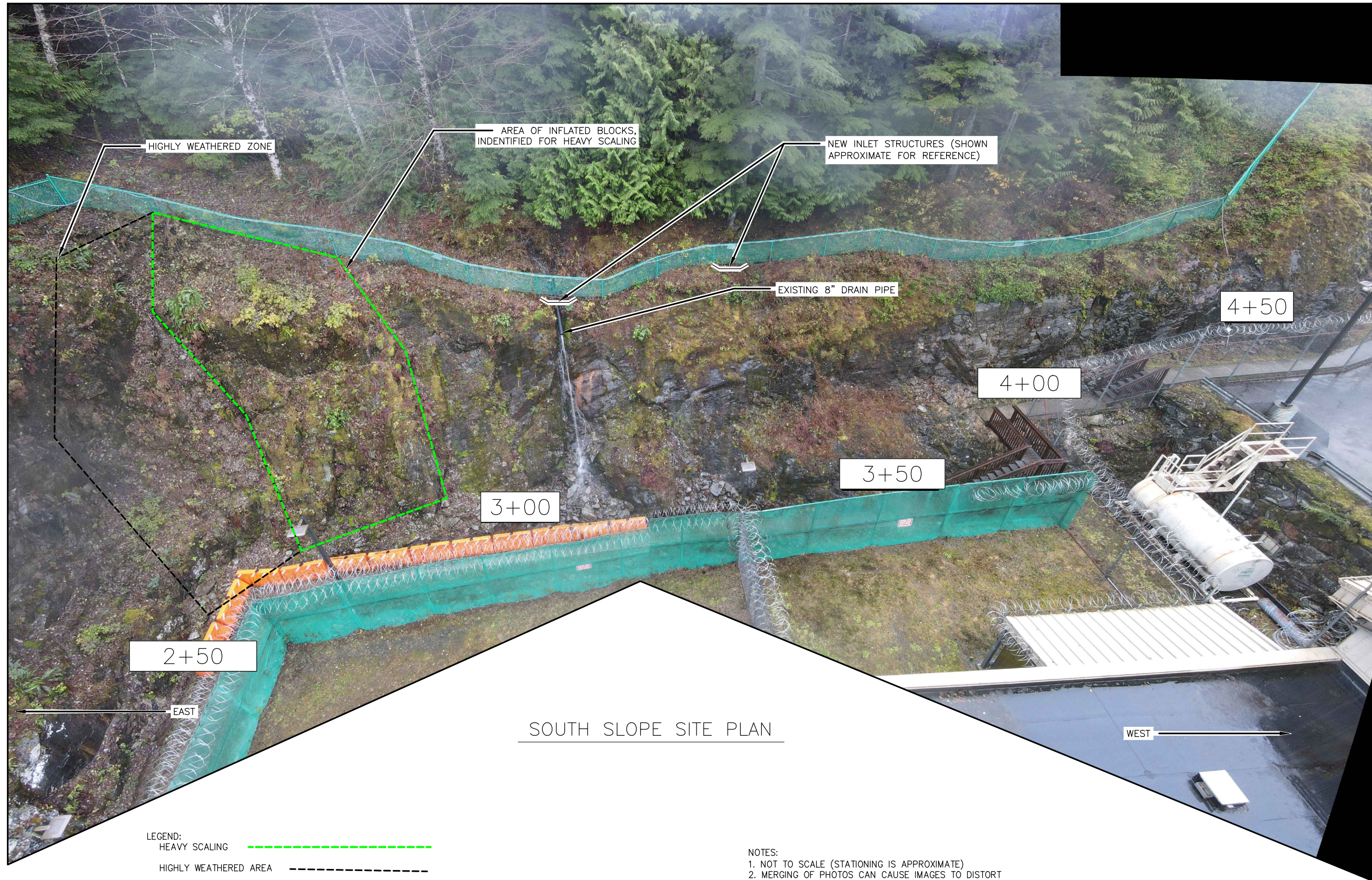
DRAWING NOT TO SCALE

CHECKED BY:	BAG
DRAWN BY:	KLL
SHEETS NO.	TOTAL SHEETS
8	14

SOUTH SLOPE SCALING PLAN

PROJECT DESIGNATION NUMBER
230006097-1

STATE	YEAR
ALASKA	2024



LEGEND:
HEAVY SCALING -----
HIGHLY WEATHERED AREA -----

- NOTES:
1. NOT TO SCALE (STATIONING IS APPROXIMATE)
 2. MERGING OF PHOTOS CAN CAUSE IMAGES TO DISTORT
 3. CONDUCT GENERAL SCALING ACROSS THE ENTIRE SLOPE FROM STATION 1+00 TO 4+00, OR AS DIRECTED BY THE PROJECT ENGINEER.



STA. 2+60 to STA. 2+70 – HEAVY SCALING LOCATIONS

LEGEND:
HEAVY SCALING -----

CONSTRUCTION DOCUMENTS
9/30/2024

ADDENDUM NUMBER

ATTACHMENT NUMBER

RECORD OF REVISIONS

No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



9/30/2024

LANDSLIDE TECHNOLOGY
10250 SW GREENBURG RD.
STE. 111
PORTLAND, OREGON 97223

DRAWING NOT TO SCALE

CHECKED BY: BAG

DRAWN BY: KLL

SHEETS NO.	TOTAL SHEETS
9	14

STA. 2+60 to 2+70 SCALING PLAN

PROJECT DESIGNATION NUMBER
230006097-1

STATE	YEAR
ALASKA	2024



STATION 2+75 to 3+00 – HEAVY SCALING LOCATIONS

LEGEND:
HEAVY SCALING

CONSTRUCTION DOCUMENTS
9/30/2024

ADDENDUM NUMBER

ATTACHMENT NUMBER

RECORD OF REVISIONS

No.	DATE	DESCRIPTION

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

**ROCKFALL MITIGATION AND
DRAINAGE IMPROVEMENTS**



9/30/2024

LANDSLIDE TECHNOLOGY
10250 SW GREENBURG RD.
STE. 111
PORTLAND, OREGON 97223

DRAWING NOT TO SCALE

CHECKED BY: BAG

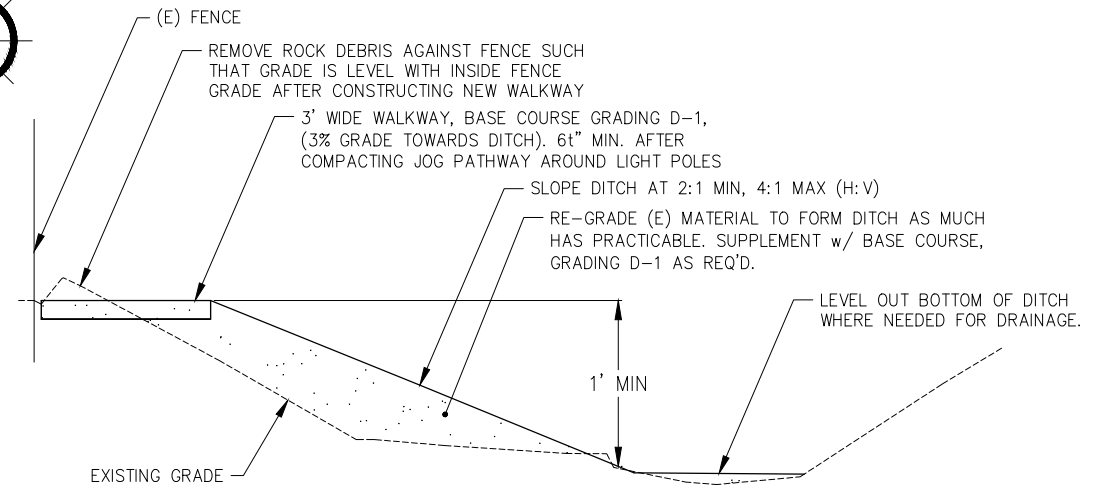
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SHEETS NO.	TOTAL SHEETS
10	14

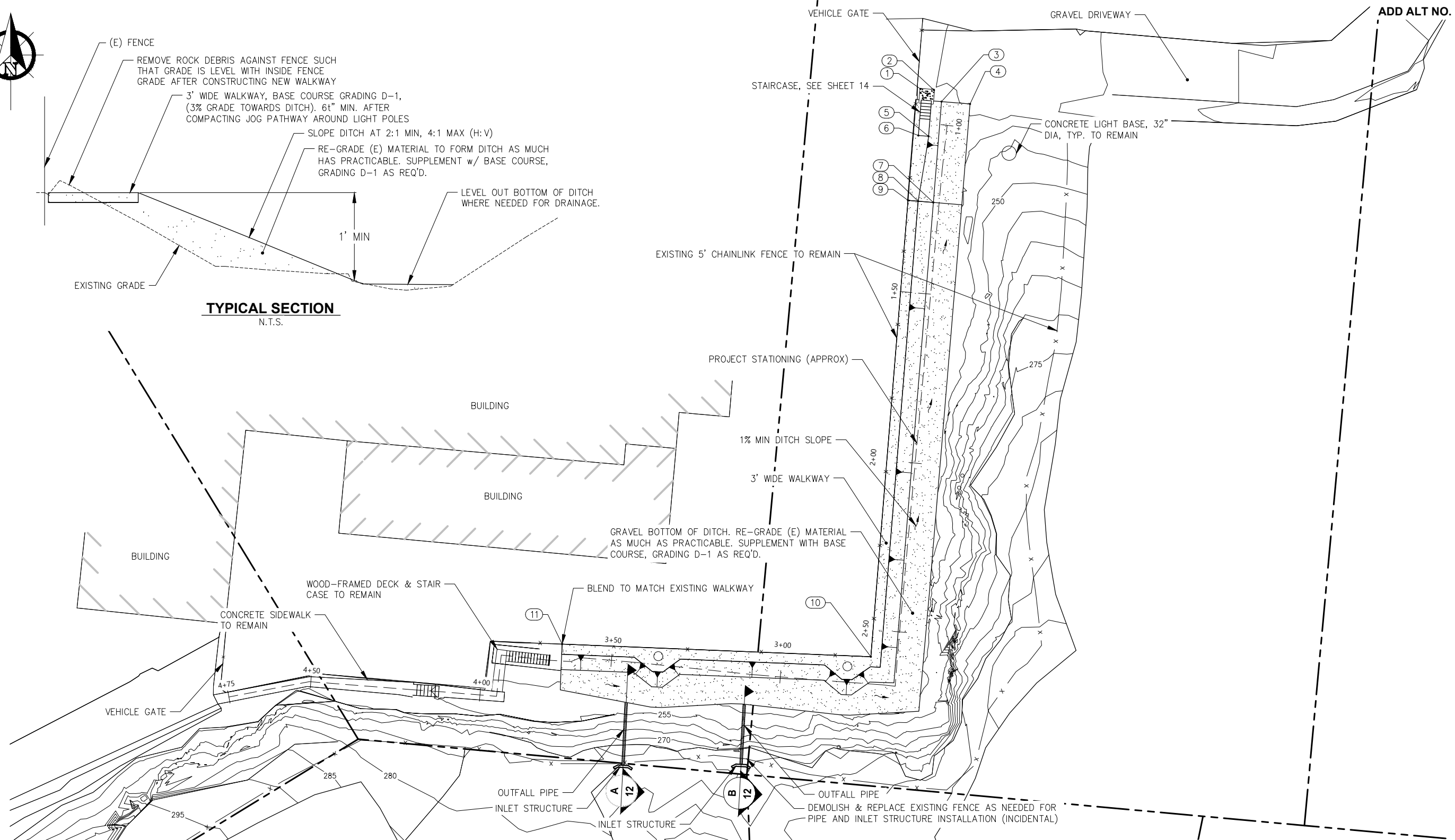
**STA. 2+75 to 3+00
SCALING PLAN**

PROJECT DESIGNATION NUMBER
230006097-1

STATE	YEAR
ALASKA	2024



TYPICAL SECTION
N.T.S.



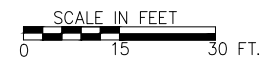
ADD ALT NO. 1

Point #	Elevation	Northing	Easting	Description
1	235.52	70314.65	50366.99	CC
2	235.52	70314.32	50370.98	CC
3	235.25	70310.92	50373.21	ME, FG
4	234.96	70310.24	50381.59	ME, FG
5	239.60	70300.70	50369.37	CC
6	239.60	70300.94	50366.38	CC

Point #	Elevation	Northing	Easting	Description
7	240.13	70281.19	50370.80	GB, FG
8	241.62	70281.55	50366.31	GB, FG
9	241.63	70281.80	50363.32	GB, FG
10	243.41	70147.27	50352.39	COR, FG
11	244.91	70150.99	50261.39	ME, FG

- NOTE:**
1. PATH ELEVATIONS APPROX. PATH SHOULD BE LEVEL OR LOWER THAN EXISTING GRADE INSIDE FENCE.
 2. GRADE PATH TO EXISTING DITCH. MIN OF 1% RUN AT BOTTOM OF DITCH.

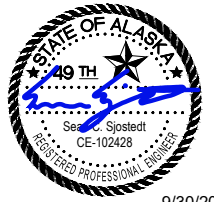
POINT TABLE ABBREVIATIONS:
 CC= CORNER CONCRETE
 COR= CORNER
 FG= FINISH GRADE
 GB= GRADE BREAK
 ME= MATCH EXISTING



CONSTRUCTION DOCUMENTS 9/30/2024		
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STATE OF ALASKA DEPARTMENT OF CORRECTIONS
 KETCHIKAN CORRECTIONAL CENTER
 1201 SCHOENBAR ROAD
 KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



9/30/2024

PND ENGINEERS, INC.
 9360 GLACIER HIGHWAY, STE. 100
 JUNEAU, ALASKA 99801
 C.A.N.: AECC250
 PND PROJECT: 242049

1" ACTUAL

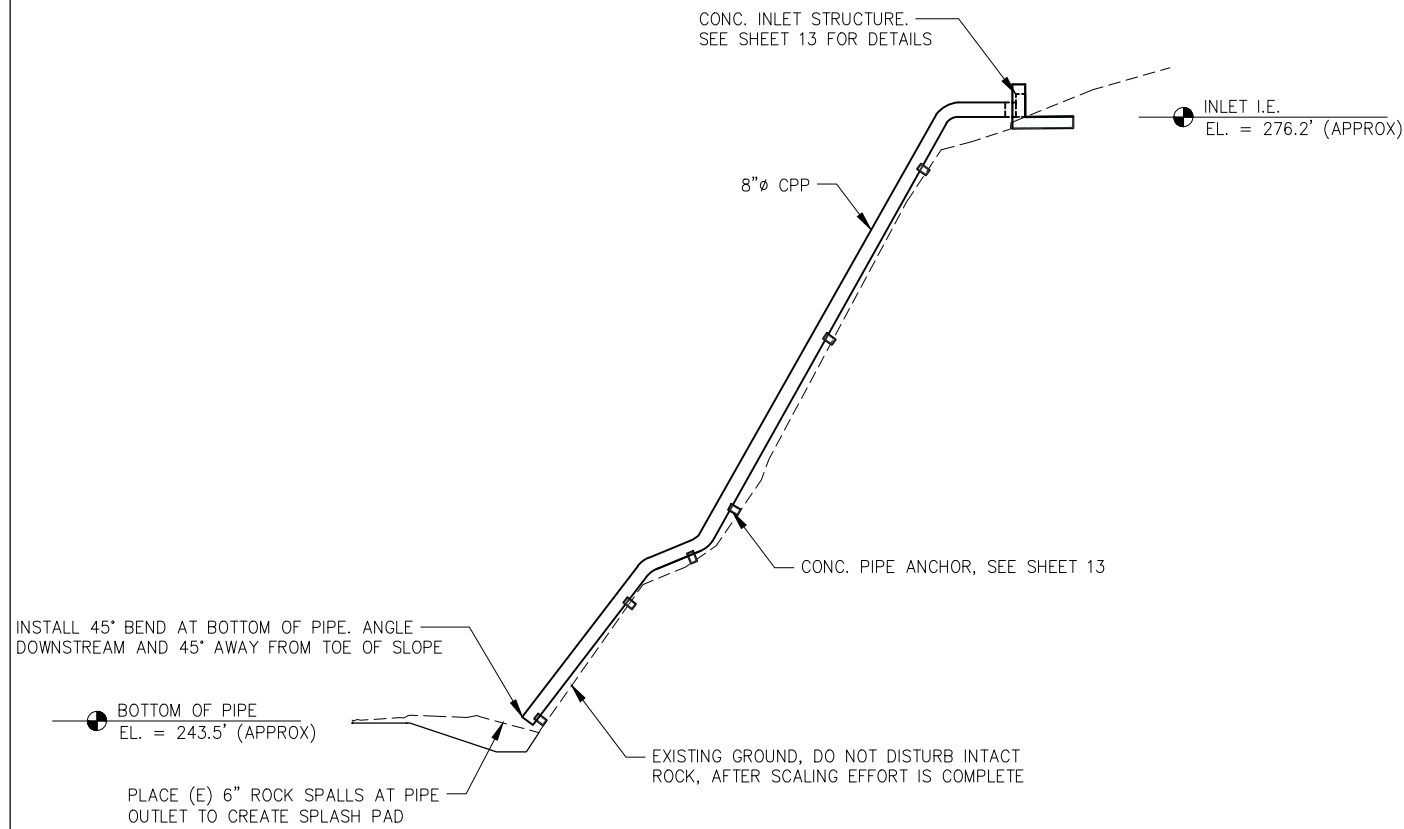
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

CHECKED BY:	SCS
DRAWN BY:	KRH
SHEETS NO.	TOTAL SHEETS
11	14
ON-SLOPE DRAINAGE SITE PLAN AND LAYOUT TABLE	
ALASKA DOC PROJECT NUMBER 230006097-1	
STATE	YEAR
ALASKA	2024

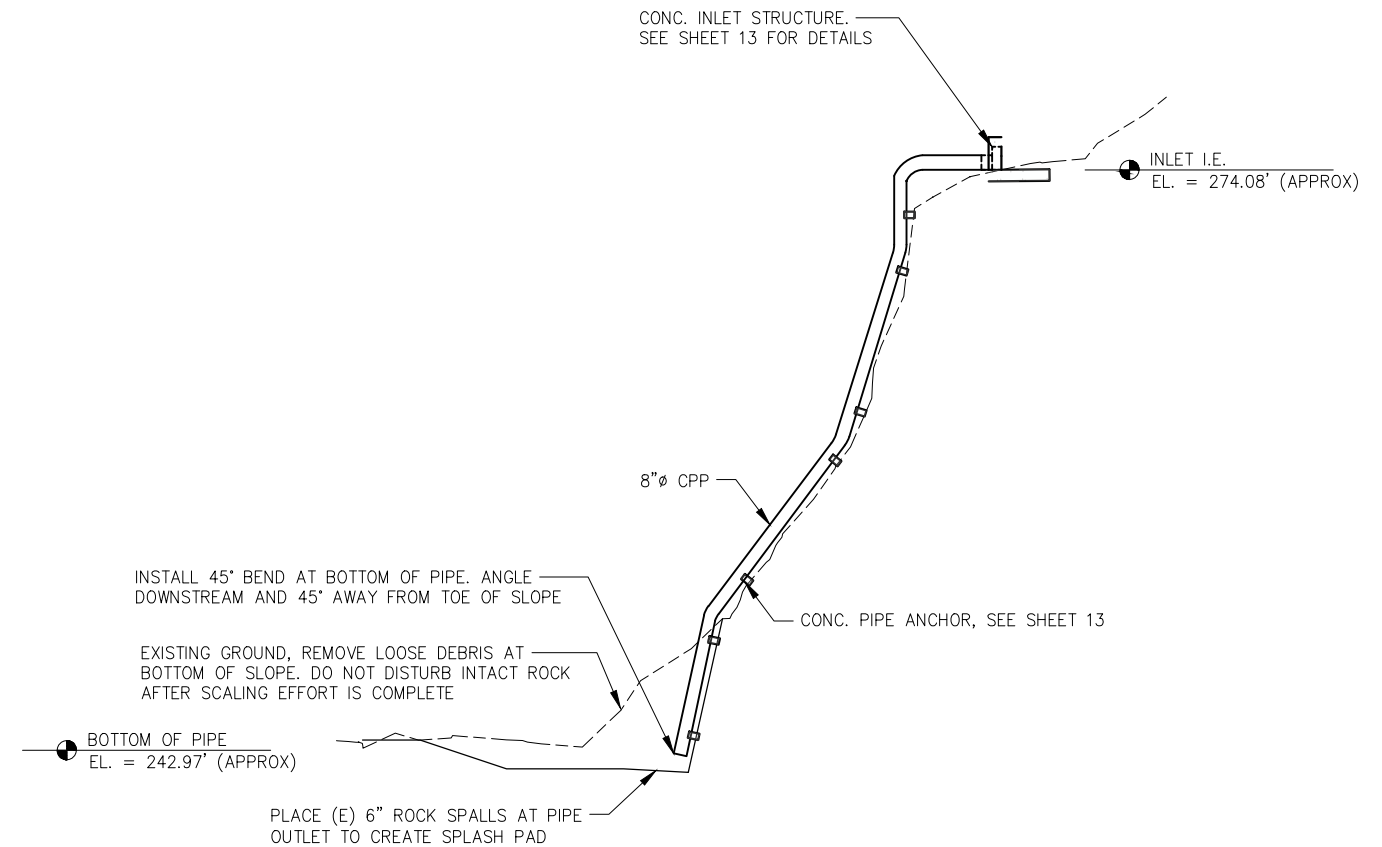
No.	DATE	DESCRIPTION

NOTE:

1. CONC. INLET STRUCTURE ELEVATIONS AND LOCATIONS SUBJECT TO FIELD CHANGE. INSTALLATION OF CONC. ABUTMENT TO BE AT LOWEST NEARBY ELEVATION ON ROCK FACE.
2. PIPE PROFILES AND ALIGNMENTS SHOWN APPROXIMATE. CONTRACTOR SHALL FIELD FIT AFTER SCALING IS COMPLETE SUCH THAT CHANGES IN ALIGNMENT ARE MINIMIZED.
3. PIPE ANCHORS ARE REQUIRED ON EACH SIDE OF EVERY JOINT WITHIN 3 FEET OF THE JOINT, AND AT INTERVALS OF NOT MORE THAN EVERY 10 FEET OF PIPE LENGTH.



A
11 **ON-SLOPE DRAINAGE SECTION**
STA 3+45

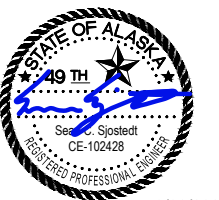


B
11 **ON-SLOPE DRAINAGE SECTION**
STA 3+10



STATE OF ALASKA DEPARTMENT OF CORRECTIONS
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9/30/2024

PND ENGINEERS, INC.
9360 GLACIER HIGHWAY, STE. 100
JUNEAU, ALASKA 99801
C.A.N.: AECC250
PND PROJECT: 242049

1" ACTUAL

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CHECKED BY: SCS

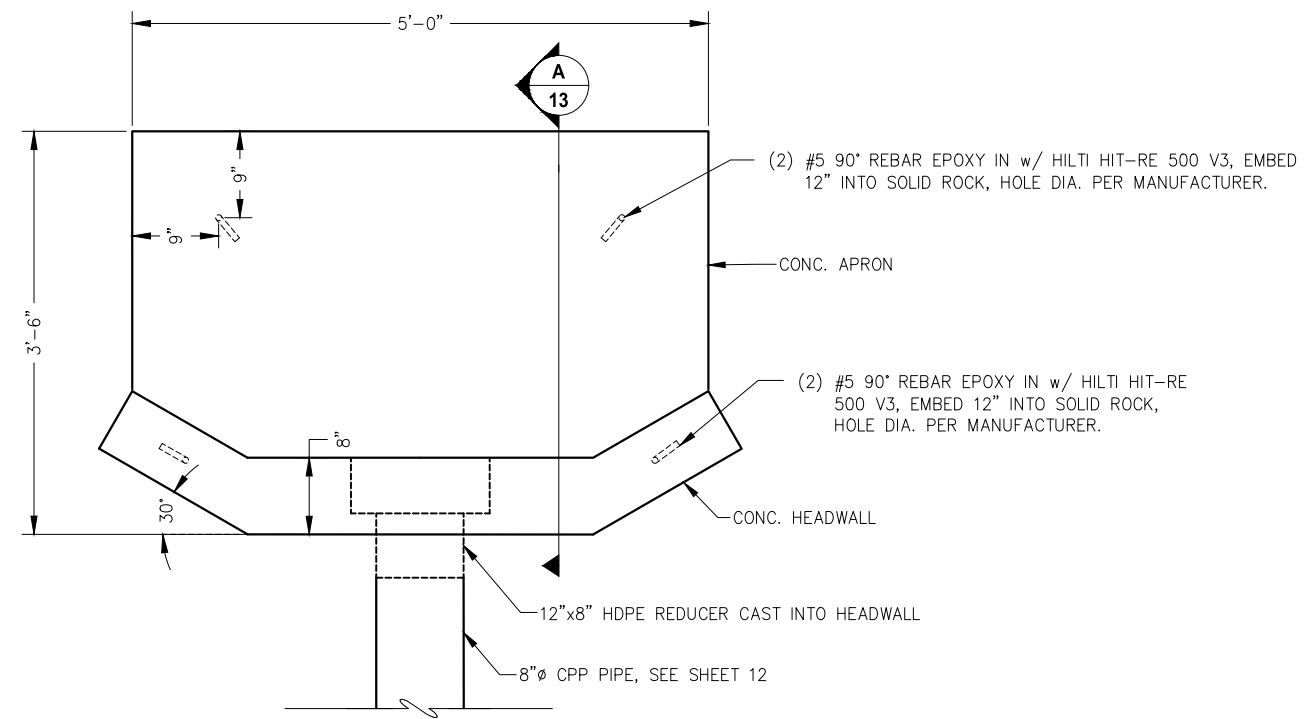
DRAWN BY: KRH

SHEETS NO.	TOTAL SHEETS
12	14

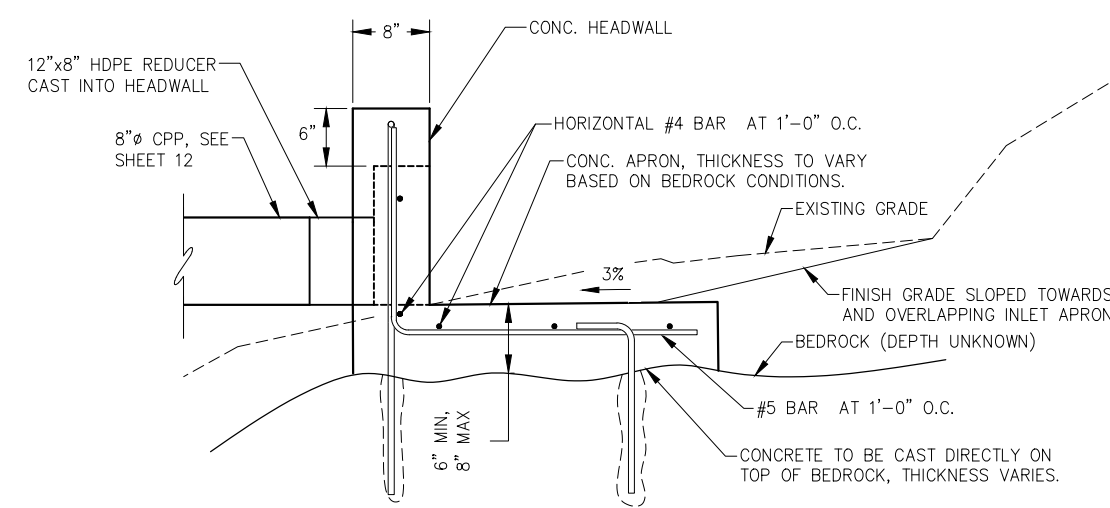
ON-SLOPE DRAINAGE PIPE SECTION

ALASKA DOC PROJECT NUMBER
230006097-1

STATE	YEAR
ALASKA	2024

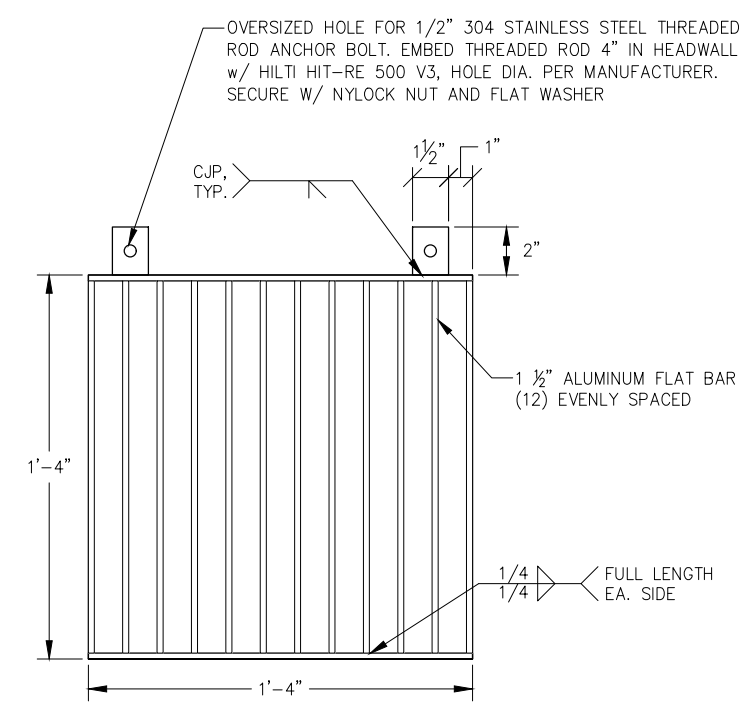


**PIPE INLET STRUCTURE
PLAN VIEW**

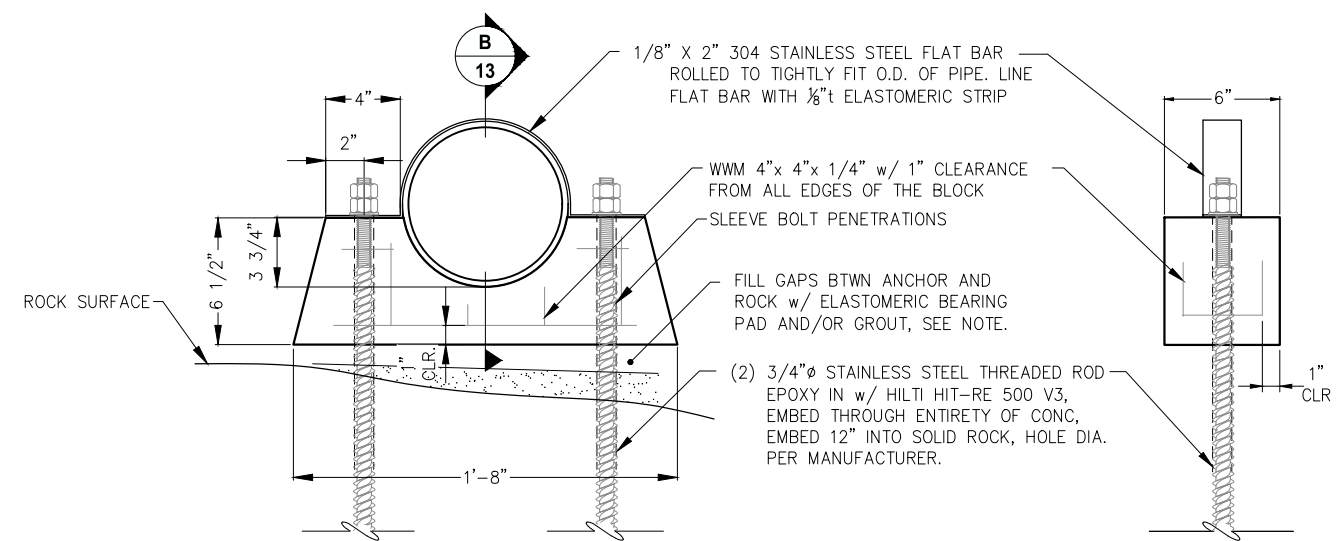


**A PIPE INLET STRUCTURE
SECTION VIEW**

- NOTE:**
1. CONTRACTOR TO FIELD FIT ABUTMENT AFTER SCALING TO LOWEST ELEVATION POINT IN IMMEDIATE AREA.
 2. CONTRACTOR TO GRADE SURROUNDING AREA IN ORDER TO DRAIN TOWARDS ABUTMENT.



PIPE INLET GRATE DETAIL



CONCRETE PIPE ANCHOR

- NOTE:**
- USE ELASTOMERIC BEARING PADS FOR IRREGULARITIES IN THE ROCK SURFACE UP TO 1/2 INCH WITHIN FOOTPRINT OF THE ANCHOR. USE NON-SHRINK GROUT FOR IRREGULARITIES IN ROCK SURFACE UP TO 2 INCHES.

B CONCRETE PIPE ANCHOR

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

**ROCKFALL MITIGATION AND
DRAINAGE IMPROVEMENTS**



9/30/2024
PND ENGINEERS, INC.
9360 GLACIER HIGHWAY, STE. 100
JUNEAU, ALASKA 99801
C.A.N.: AECC250
PND PROJECT: 242049

1" ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

CHECKED BY: SCS

DRAWN BY: KRH

SHEETS NO.	TOTAL SHEETS
13	14

**ON-SLOPE DRAINAGE
DETAILS**

ALASKA DOC PROJECT NUMBER
230006097-1

STATE YEAR
ALASKA 2024

STATE OF ALASKA DEPARTMENT OF CORRECTIONS
KETCHIKAN CORRECTIONAL CENTER
1201 SCHOENBAR ROAD
KETCHIKAN, AK 99901

ROCKFALL MITIGATION AND DRAINAGE IMPROVEMENTS



9/30/2024

PND ENGINEERS, INC.
9360 GLACIER HIGHWAY, STE. 100
JUNEAU, ALASKA 99801
C.A.N.: AECC250
PND PROJECT: 242049

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABEL SCALES.

CHECKED BY: SCS

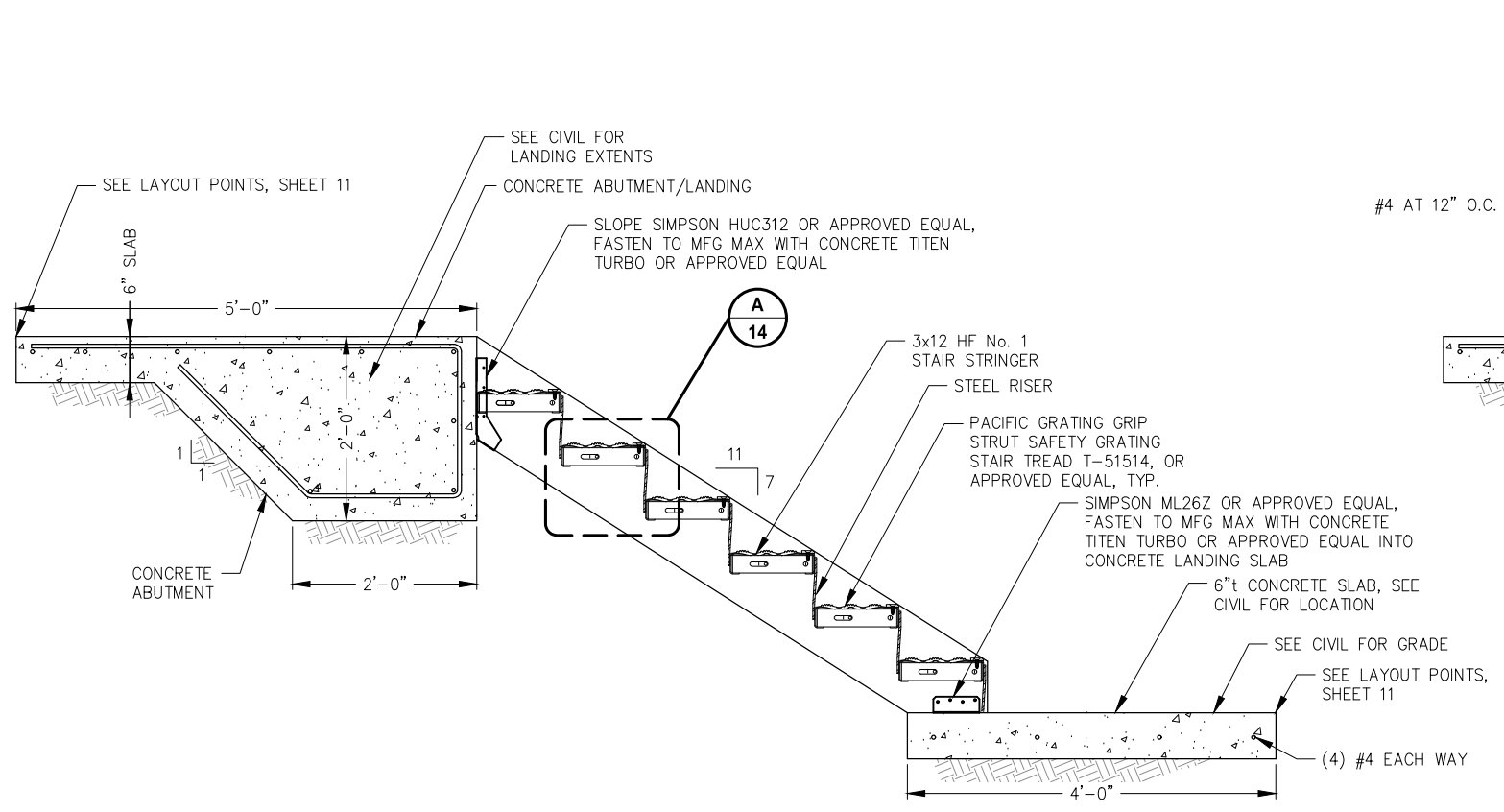
DRAWN BY: DRD

SHEETS NO.	TOTAL SHEETS
14	14

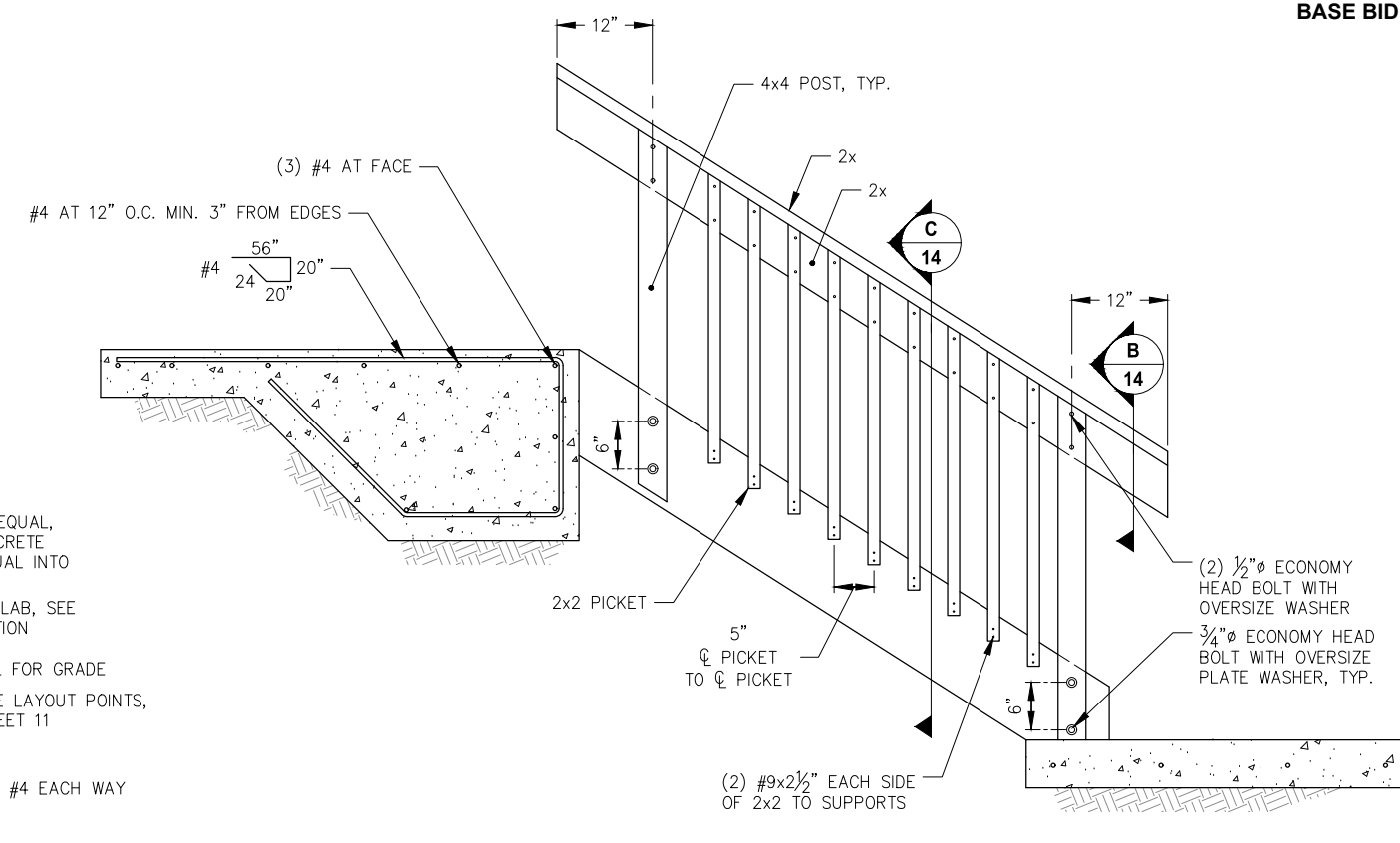
STAIRCASE DETAILS

ALASKA DOC PROJECT NUMBER
230006097-1

STATE	YEAR
ALASKA	2024



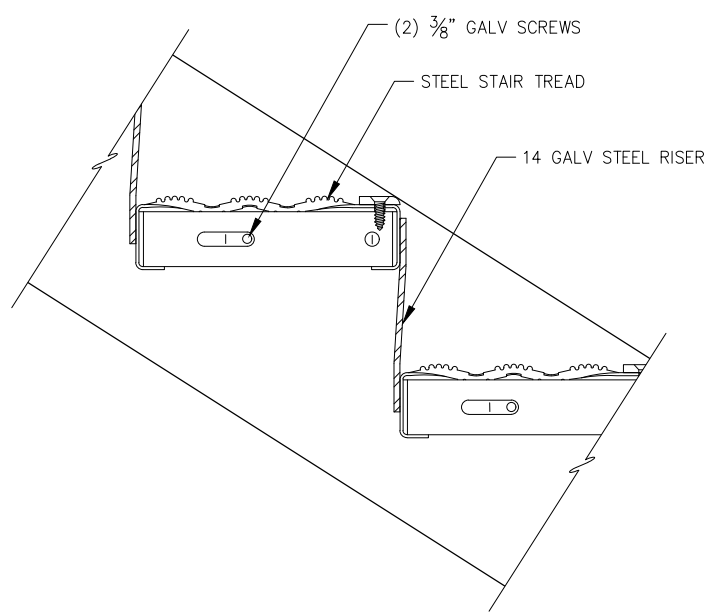
1 STAIRWAY ELEVATION
NOTE: HANDRAILS NOT SHOWN FOR CLARITY
SCALE IN INCHES



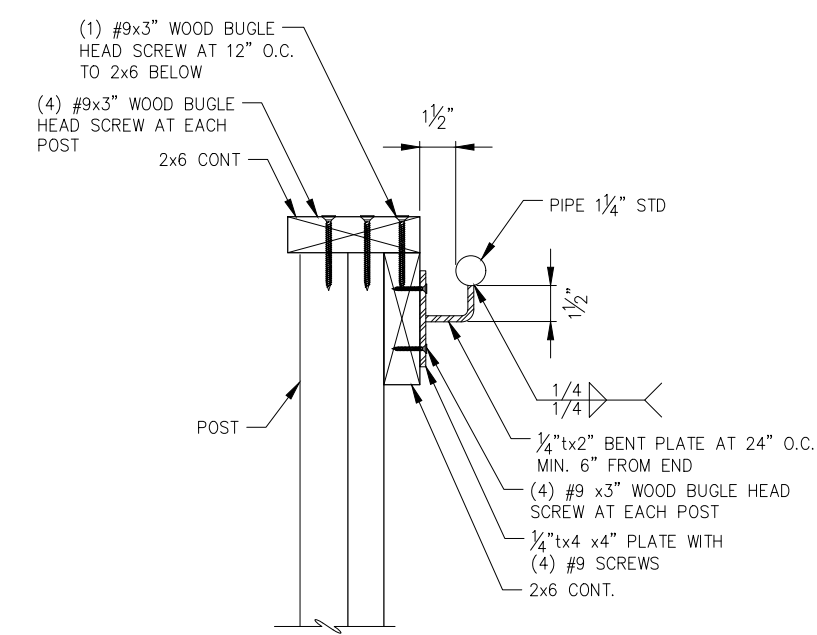
2 TYPICAL HANDRAIL ELEVATION
NOTE: TREADS/ RISERS NOT SHOWN FOR CLARITY
SCALE IN INCHES

NOTE:

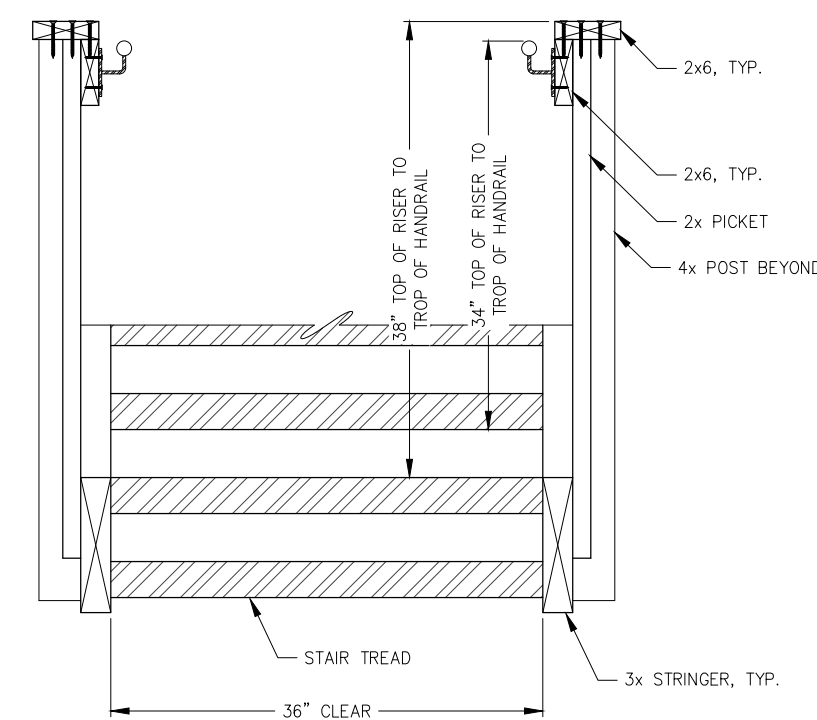
- ALL TIMBER TO BE HEM-FIR NO. 1, UNLESS NOTED OTHERWISE.
- ALL TIMBER TO BE PRESSER TREATED TO UC3B PER AWPA
- ALL WELDING PER APPLICABLE AWS STANDARDS



A STAIR TREAD DETAIL
SCALE IN INCHES



B TYPICAL HANDRAIL SECTION
SCALE IN INCHES



C STAIR SECTION
SCALE IN INCHES