NOTICE TO BIDDERS	Page Number 1	No. of Pages	
#1	Date Issued: September	23, 2005	
Issuing Office Andrew J. Niemiec, P.E. Regional Director, Northern Region Department of Transportation and Public Facilities 2301 Peger Road Fairbanks, Alaska 99709-5399	Addenda Issued  None		
Project: Grayling Airport Bridge  Project No.: STP-0002(114)/60937	Date and Hour of Bid Opening October 4, 2005 at 2:00 p.m. Prevailing Time		

This is an Informational Notice to Bidders, not an addendum: therefore no acknowledgement is required.

The Bid Opening is hereby 5 days, until October 4, 2005. Addendum to follow.

ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 1
Addendum No. 1	Date Addendum Issued September 23, 2005
Issuing Office	Previous Addenda Issued
Andrew J. Niemiec, P.E. Regional Director, Northern Region Department of Transportation and Public Facilities 2301 Peger Road Fairbanks, Alaska 99709-5399	None
Project Name: Grayling Airport Bridge	Date and Hour of Bid Opening
Project No.: STP-0002(114)/60937	October 4, 2005 At 2:00 p.m. Prevailing Time

# THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS:

Delete the Bid Schedule in its entirety and substitute the revised Bid Schedule identified as Attachment Nos. 1 through 4 to this Addendum.

# THE STANDARD SPECIFICATIONS ARE MODIFIED AS FOLLOWS:

# 106-1.02 MATERIAL SOURCES.

- 4. <u>Types of Sources</u>. <u>Delete the first sentence in its entirety and substitute the following:</u> All materials for this work will be supplied from one or more of the following sources:
  - a. <u>Contractor-Furnished Sources.</u> <u>Add the following:</u> The Eagle Island material source is shown on page 2 of the Grayling Airport Improvements Supplemental Geotechnical Report on the Rock Quarry Materials Site. This material source is currently in use by the Anvik Airport Improvements Contractor, and is also intended for use with the proposed Grayling Airport Improvements project. The Eagle Island material source is not a designated material source for this project. If the Contractor elects to use the source as a Contractor Furnished Source, it shall be the responsibility of the Contractor to coordinate with the Owner and other Contractors.

# ADDENDUM NO. 1, ATTACHMENT NO.1

## **BID SCHEDULE**

Page 1 of 4

STATE OF ALASKA -- DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- NORTHERN REGION

Project: 60937

GRAYLING AIRPORT BRIDGE

Bidders Please Note: Before preparing this Bid Schedule, read carefully, the "Invitation for Bids".

The Bidder shall insert a unit bid price or a lump sum price in figures opposite each pay item in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "all required" and as further specified in the contract.

Wherever a contingent amount is shown for any item in this bid schedule such amount shall govern and be included in the bid total.

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
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======= BASIC BID =======

201 (3B)	CLEARING AND GRUBBING	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
202(1)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$

ADDENDUM NO. 1

BID SCHEDULE Project Number: STP-0002(114) / 60937 GRAYLING AIRPORT BRIDGE

Name of Bidding Firm:



Pay Item

Number

503 (2)

504(1)

505 (5)

505 (6)

505 (12)

507(1)

603 (1-24)

Pay Item Description

EPOXY-COATED REINFORCING

FURNISH STRUCTURAL STEEL

DRIVE STRUCTURAL STEEL

SPECIAL PILE EXCAVATION

STEEL BRIDGE RAILING

STRUCTURAL STEEL

PILES (HP 12X84)

PILES (HP 12X84)

STEEL

# ADDENDUM NO. 1, ATTACHMENT NO.2

# **BID SCHEDULE**

Quantity

Unit Bid Price

(LUMP SUM)

(LUMP SUM)

(CONTINGENT SUM)

\$

\$

\$

16,000.00

Page 2 of 4

Amount Bid

STATE OF ALASKA -- DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- NORTHERN REGION

bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

LUMP SUM

LUMP SUM

LINEAR FOOT

CONTINGENT SUM

LINEAR FOOT

LINEAR FOOT

EACH

Pay Unit

		====== BA	SIC BID =====	===	
203 (3)	UNCLASSIFIED EXCAVATION	CUBIC YARD	9,000	ş	5
203 (5)	BORROW	CUBIC YARD	14,000	ş	s
205 (3)	FOUNDATION FILL	CUBIC YARD	700	ş	s
301(4)	AGGREGATE SURFACE COURSE, GRADING E-1	CUBIC YARD	750	\$	s
501(1)	CLASS A CONCRETE	LUMP SUM	ALL REQUIRED	(LUMP SUM)	s
501 (7)	PRECAST CONCRETE MEMBER, DECK PANEL	EACH	29	\$	s
503(1)	REINFORCING STEEL	LUMP SUM	ALL REQUIRED	(LUMP SUM)	

ALL REQUIRED

ALL REQUIRED

ALL REQUIRED

1,074

16

368

70

# ADDENDUM NO. 1

BID SCHEDULE Project Number: STP-0002(114) / 60937 GRAYLING AIRPORT BRIDGE

24 INCH CSP

Name	of	Bidding	Firm:	
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# ADDENDUM NO. 1, ATTACHMENT NO.3

# **BID SCHEDULE**

Page 3 of 4

STATE OF ALASKA -- DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- NORTHERN REGION

bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Number Pay Item Description		Pay Unit Quantity Unit Bid Price		Amount Bid		
		====== BASI	C BID ======			
603(1-36)	36 INCH CSP	LINEAR FOOT	90			

603(1-36)	36 INCH CSP	LINEAR FOOT	90	\$	
606(11)	EXTRUDER TERMINAL (ET-2000)	EACH	4	\$	\$
606 (12)	GUARDRAIL/BRIDGE RAIL CONNECTION	EACH	4	ş	ş
611 (1)	RIPRAP, CLASS II	CUBIC YARD	1,115	\$	\$
615 (1)	STANDARD SIGN	SQUARE FOOT	35.5	s	\$
618 (3)	SEEDING	LUMP SUM	ALL REQUIRED	(LUMP SUM)	s
630(1)	GEOTEXTILE, SEPARATION	SQUARE YARD	9,250	\$	\$
631(2)	GEOTEXTILE, EROSION CONTROL, CLASS 1	SQUARE YARD	1,170	\$	ş
540(1)	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQUIRED	(LUMP SUM)	s
540(4)	WORKER MEALS AND LODGING, OR PER DIEM	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
541(1)	EROSION AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
541 (3)	TEMPORARY EROSION AND POLLUTION CONTROL	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
41(4)	TEMPORARY EROSION AND POLLUTION CONTROL AMENDMENTS	CONTINGENT SUM	ALL REQUIRED	(CONTINGENT SUM)	\$ 5,000.00
42(1)	CONSTRUCTION SURVEYING	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$

# ADDENDUM NO. 1

BID SCHEDULE

Project Number: STP-0002(114) / 60937

GRAYLING AIRPORT BRIDGE

Name	of	Bidding	Firm:		
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# ADDENDUM NO. 1, ATTACHMENT NO.4



# **BID SCHEDULE**

Page 4 of 4

STATE OF ALASKA -- DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- NORTHERN REGION

he bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
		====== BAS	IC BID =====		
542(3)	THREE PERSON SURVEY PARTY	HOUR	20	ş	\$
642(4)	SET PRIMARY MONUMENT	EACH	1	\$	ş
643(2)	TRAFFIC MAINTENANCE	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
544(1)	FIELD OFFICE	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
644 (2)	FIELD LABORATORY	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
544(6)	VEHICLES	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
562(1)	UTILITY RELOCATE	LUMP SUM	ALL REQUIRED	(LUMP SUM)	ş
	Total Basic Bid:				\$
		====== BID	SUMMARY =====	====	
	Total Basic Bid:				\$

# ADDENDUM NO. 1

BID SCHEDULE Project Number: STP-0002(114) / 60937 GRAYLING AIRPORT BRIDGE

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# STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

# **INVITATION TO BID**

for Construction Contract

Date September 8, 2005

		oject Name and Num	ber				
Location of Project:	Grayling, Alaska						
Contracting Officer:							
Issuing Office:	Northern Region DOT&PF	15.3					
Description of Work:	State Funde	ed j Fede	eral Aid [X]				
concrete-panel bridge.	The new bridge will be located	i 100 feet upstream f	v 148' long, single span, steel girder, pre-cast from the current location. Upgrade and realign 1400 idge and blend area to original condition. Relocate				
The Engineer's Estima	[ ] Between \$100,000 [ ] Between \$250,000 [ ] Between \$500,000	and \$250,000 and \$500,000 and \$1,000,000	[X] Between \$1,000,000 and \$2,500,000 [ ] Between \$2,500,000 and \$5,000,000 [ ] Greater than \$5,000,000				
Interim Completion da	ites, if applicable, will be shown		sions.				
performing all worl	k for the project described a	bove. Bids will be	hing all labor, equipment, and materials and for e opened publicly at 2 p.m. local time, at Roon on the 29th of September, 2005.				
	SU	BMISSION OF BI	DS				
ALL BIDS INCLUDING BE SUBMITTED ON T	ANY AMENDMENTS OR WITH HE FORMS FURNISHED AND M	IDRAWALS MUST B UST BE IN A SEALE	BE RECEIVED PRIOR TO BID OPENING BIDS SHALL DENVELOPE MARKED AS FOLLOWS				
Bid for Project:			ransportation & Public Facilities				
STP-0002(114)/6 Grayling Airpor		2301 Peger Road Fairbanks, Alask					

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this invitation, Disadvantaged Business Enterprises (DBEs) 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.

A bid guaranty is required with each bid in the amount of 5% of the amount bid. (Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid

guaranty required for the project.)

## NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

Alaska Test Methods and the Construction Surveying Requirements Booklet can be obtained upon request from the Contracts Engineer, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska 99709. Document Fee for Alaska Test Methods is \$20.

The Contractor is hereby notified that records pertaining to the development of this project are available for inspection at the Department of Transportation and Public Facilities Regional Office, 2301 Peger Road, Fairbanks, Alaska.

The subsurface information shown, and the material provided below, is for information only. It is expressly understood that the State will not be responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. This information is made available so that the Contractor may have access to the same information as the State, and is not to be considered a part of the Contract.

Supplemental Geotechnical Report - Rock Quarry Materials Site (Grayling Airport), dated June 2004, and Structural Foundation Engineering Report, Grayling Airport Bridge, dated January 2005, can be obtained upon request from the Contracts Engineer, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska 99709-5399.

Plans and Specifications may be ordered, for the price of \$100, from:

**Contracts Engineer** 

Engineering Services Building, Room 3

2301 Peger Road

Fairbanks, Alaska 99709-5399

Phone: (907) 451-2247

TDD (for Hearing Impaired, required special equipment): (907) 451-2362

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with:

Allen Moor, P.E.

Western District Engineering Manager

P.O. Box 1048

Nome, Alaska 99762

Phone: (907) 443-3421 Fax: (907) 443-2618

Email: al moorta dot.state.ak.us

All questions concerning bidding procedures should be directed to: Contracts Coordinator

Phone: (907) 451-5299

## Other Information:

Bid results are available after each bid opening by dialing (907) 451-5297 or by accessing the DOT&PF home page at {http://www.dot.state.ak.us/}. Additional information, such as Planholder Lists and Contract Award Status, is also available on the DOT&PF Home Page.

Standard Specifications for Highway Construction dated 2004 can be down loaded from the (http://www.dot.state.ak.us/stwddes/dcs/hwyspecs.html) or those without internet access can obtain a copy for \$25, from the Contracts Engineer, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska 99709. Telephone (907) 451-2247.

Standard Drawings in an 8 1/2" x 11" format are available upon request for \$75 per set from Gary Oliver, Standards Technician, D&C Standards, Alaska DOT&PF, 3132 Channel Drive, Juneau, Alaska 99801-7898. Telephone (907) 465-2960.

Payment by check or money order will be made payable to the State of Alaska.

State of Alaska, Standard Specifications for Highway Construction, Dated 2004 are modified as follows:

**STANDARD MODIFICATIONS** 

# **BIDDING REQUIREMENTS AND CONDITIONS**

06/30/04 (E18)

102-1.05 PREPARATION OF BID. Modify the second sentence in the third paragraph, after: "If a bidder is a corporation, the bid must be signed by a corporate officer" add: or agent.

#### **SECTION 105**

## **CONTROL OF WORK**

06/30/04 (E19)

105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION. Modify the first paragraph, Item 4, after: "DOLWD" add and State Department of Revenue.

## **SECTION 109**

# **MEASUREMENT AND PAYMENT**

06/30/04 (E11)

109-1.08 FINAL PAYMENT. Add the following sentence to the first paragraph: The Department will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of Subsection 105-1.16

#### **SECTION 640**

# MOBILIZATION AND DEMOBILIZATION

03/13/05 (E21)

# 640-1.01 DESCRIPTION Add the following:

6. Comply with the Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker Meals and Lodging, or Per Diem; as described in their October 15, 2004 memo WHPL #197 (Amended) and the State Laborer's and Mechanic's Minimum Rates of Pay (current issue).

Ensure subcontractors comply with the DOLWD requirements.

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

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

# 640-4.01 METHOD OF MEASUREMENT. Delete the numbered paragraph 3 and substitute the following:

3. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all submittals required under the Contract are received and approved.

#### Add the following:

4. Progress payments for Worker Meals and Lodging, or Per Diem will be computed as equivalent to the percentage, rounded to the nearest whole percent, of the original contract amount earned.

STANDARD MODIFICATIONS Project No. STP-0002(114)/60937 **Grayling Airport Bridge** 

# 640-5.01 BASIS OF PAYMENT. Add the following pay item:

Pay Item	Pay Unit
640(4) Worker Meals and Lodging, or Per Diem	Lump Sum

## **SECTION 641**

# **EROSION, SEDIMENT, AND POLLUTION CONTROL**

06/30/04 (E15)

641-1.02 DEFINITIONS. <u>Item 6, delete</u> "7" <u>so sentence reads:</u> Use EPA Form 3510-13.

SPECIAL PROVISIONS

# **BIDDING REQUIREMENTS AND CONDITIONS**

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. <u>Add the following to the second paragraph:</u> State records may reference various material sources that contain materials of insufficient quantity and/or quality to meet the project requirements. Their inclusion is in the interests of full disclosure and does not constitute approval, suitability; nor suggest availability of those material sources for this project.

02/09/05 (H40)

**102-1.09 WITHDRAWAL OR REVISION OF BIDS.** <u>Add the following to the first paragraph:</u> Modifications to bids shall be submitted on forms furnished by the Department or reasonable facsimiles thereof. If a form other than that provided is used it shall be of a very similar format, containing at a minimum the information required on the provided form.

## **SECTION 104**

#### SCOPE OF WORK

02/09/05 (H5)

Add the following subsection:

104-1.07 FROZEN GROUND. Frozen areas, ice lenses, and saturated soils may be encountered on this project, including material sources. These frozen areas, ice lenses, and saturated soils are not defined and any such area that may be encountered by the Contractor in the performance of the contract work will not be considered unforeseeable within the terms of the contract such as to entitle the Contractor to any adjustment in contract price or contract time. Reference is made to Subsection 203-3.03 of these Specifications.

#### **SECTION 105**

#### **CONTROL OF WORK**

105-1.02 PLANS AND WORKING DRAWINGS. <u>Replace the second sentence of the fourth paragraph with the following</u>: Allow at least fifteen (15) working days, or as otherwise indicated in these Special Provisions, for the Department's review of working drawings, shop drawings and other submittals.

## **SECTION 106**

#### **CONTROL OF MATERIAL**

08/31/99 (S13)

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. Add the following:

**Buy America Provision**. The Contractor shall comply with the requirements of 23 CFR 635.410, Buy America Requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract.

All steel and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of steel 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 \$2500,

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.

"Manufactured in the United States" means that 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 "Buy America Requirements."

Buy America does not apply to raw materials (iron ore), pig iron, and processed, pelletized and reduced iron ore. It also does not apply to temporary steel items (e.g., temporary sheet piling, temporary bridges, steel scaffolding, and falsework). Further, it does not apply to materials which remain in place at the Contractor's convenience (e.g., sheet pilings, and forms).

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.

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.

The Contractor shall take whatever steps are necessary to ensure that all manufacturing processes for each covered product comply with this provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and/or debarment. False statements may result in criminal penalties prescribed under Title 18 US Code Section 1001 and 1020.

#### 02/09/05 (H6)

When asphalt products are specified in the contract, the Contractor shall furnish to the Engineer complete AASHTO quality test reports for each asphalt product supplied prior to shipment from the supplier. These test results will identify the storage unit from which samples were drawn. Any addition of asphalt products to storage units will void all previous tests, and new quality tests will be required before shipment from these units will be approved.

The supplier of asphalt products shall certify that each shipment of asphalt conforms to the contract specifications. This certification shall identify the quality test representing the material in the storage unit from which shipment is made. The following information shall appear on the certification of asphalt shipment:

- 1. Quality Test Number
- 2. Project Number and Name
- 3. Time Loaded and Date of Shipment
- Grade of Asphalt-note brand and % anti-strip, if any
- 5. Specific Gravity
- 6. Weight of Asphalt: Gross minus Tare = Net
- 7. Loading Temperature
- 8. Carrier, Truck Number and Trailer (Tank) Number
- 9. Consignee
- 10. Shipper's Name and Address
- Shipper's Signature

When portland cement products are specified in the contract, the Contractor shall furnish to the Engineer complete AASHTO test reports for each shipment of portland cement supplied.

#### 106-1.02 MATERIAL SOURCES.

# 1. <u>General</u>. <u>Add the following:</u>

j. If pre-existing hazardous waste is encountered in any materials source under Department ownership, management, or permit; the Department will pay in accordance with Subsection 109-1.05 for the proper handling and disposal of the hazardous waste. If pre-existing hazardous waste is encountered in any materials source under Department ownership, management, or permit; the Contractor will stop excavating immediately in the immediate area. The Department will not be liable for any delays or impacts to borrow or aggregate items due to the hazardous waste.

## 02/09/05 (H55)

### Types of Sources.

a. <u>Contractor Furnished Sources</u>. <u>Add the following:</u> The Contractor shall certify in writing to the Engineer that all permits and clearances relating to the use of the material source have been obtained prior to any clearing or ground disturbance in the materials source.

02/09/05 (H24)
Add the following subsection:

#### 106-1.08 SUBMITTAL PROCEDURE.

- A. A Submittal Register shall be completed, and submitted to the Engineer, by the Contractor on forms provided by the State. The Submittal Register shall list all shop drawings, catalog cuts, manufacturer's certifications, process control plans, schedules of work and other items required to be submitted to the Department by the Contractor including but not limited to Storm Water Pollution Prevention Plan, Process Control Plan, Progress Schedule, Blasting Plan, Mining Plan, annual EEO reports, DBE payment documentation and subcontracts. The register shall be filled out sequentially by bid item and shall allow at least three spaces between bid items. The intent of the Submittal Register is to provide a blueprint for the smooth flow of specified project documents.
- B. The number of copies required for submittals may be included in the specifications for individual bid items. If the number of copies of a submittal is not otherwise specified, three copies shall be required. On each sheet of submittal, shop drawings, catalog cuts, etc., space shall be provided for Contractor and Department review stamps.
- C. Each copy of each submittal shall include a Submittal Summary sheet. The Contractor may use forms provided by the State or a similar form of his choice as approved by the State. The Contractor shall note on the Submittal Summary the number of days he proposes for the Department's review. Unless otherwise acceptable to the State, the minimum time allowed for review shall be 15 working days after receipt by the approving office.
- D. If the Contract has a duration of 180 days or less, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review all submittals and the submittal register. If the Contract has a duration greater than 180 days, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review, an anticipated schedule for transmitting submittals.
- E. No payment will be made for specific items until such time that the Department has received the Submittal Register and approved all required submittals.

# LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

02/09/05 (H95)

**107-1.02 PERMITS, LICENSES, AND TAXES.** Add the following to the first paragraph: Permits obtained by the Department for this project are attached to these Specifications as Appendix A. Contact names and phone numbers for permits obtained by the Department are shown on the individual permits.

# Add the following to the third paragraph:

- Provide copies of all permits, applicable Federal and State notifications, to the Engineer at the Preconstruction Conference, or if obtained after the Preconstruction Conference, within five days of receipt.
- 10. Provide the information necessary to comply with the U.S. Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) General Permit for Alaska to discharge stormwater from the construction site. Requirements for this permit are given under Section 641, Erosion and Pollution Control.

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

- 4. <u>Hazardous Materials</u>. <u>Add the following</u>:
  - g. Fuel storage facilities shall not be placed within 200 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling shall not occur within the annual floodplain.
  - h. Fertilizer shall not be used on the stream bank, as necessary to prevent runoff from washing fertilizer into Grayling Creek. Areas not fertilized shall be covered with a nominal 3" layer of the available organic overburden to enhance re-vegetation of the stream bank.

08/13/98 (\$80)

# Add the following subsection:

107-1.21 FEDERAL AFFIRMATIVE ACTION. The Federal Equal Employment Opportunity, Disadvantaged Business Enterprise, and On-the-Job Training affirmative action program requirements that are applicable to this Contract are contained in the project Special Provisions and Contract Forms, and may include:

Disadvantaged Business Enterprise (DBE) Program Training Program Federal EEO Bid Conditions EEO-1 Certification DBE Subcontractable Items ADOT&PF Training Program Request Training Utilization Report Contact Report DBE Utilization Report	Section 120 Section 645 Form 25A301 Form 25A304 Form 25A324 Form 25A310 Form 25A321A Form 25A321A
DBE Utilization Report Summary of Good Faith Effort Documentation Required Contract Provisions, Federal-Aid Contracts	Form 25A321A Form 25A325C Form 25A332A Form 25D-55

In addition to the sanctions provided in the above references, non-compliance with these requirements is grounds for withholding of progress payments.

In addition to the reports required in the above references, the Contractor shall submit a copy of Form CC-257 to the Department by the 15<sup>th</sup> of each month of the current construction season, reflecting the composition of the previous month's workforce. This information must also be made available, upon request, to the US Department of Labor, OFCCP.

Add the following section:

11/17/00 (S33)

#### **SECTION 120**

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

**120-1.01 DESCRIPTION.** The work consists of providing Disadvantaged Business Enterprises (DBEs), as defined in Title 49, CFR (Code of Federal Regulations), Part 26, with the opportunity to participate on an equitable basis with other contractors in the performance of contracts financed in whole, or in part, with federal funds. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts.

**120-1.02 INTERPRETATION.** It is the intent of this section to implement the requirements of 49 CFR, Part 26, and the Department's federally approved DBE Program.

120-1.03 ESSENTIAL CONTRACT PROVISION. Failure to comply with the provisions of this section will be considered a material breach of contract, which may result in the termination of this contract or such other remedy as ADOT&PF deems appropriate. The Department also considers failure to comply with this section to be so serious as to justify debarment action as provided in AS 36.30.640(4).

# 120-1.04 DEFINITIONS AND TERMS. The following definitions will apply.

- Broker A DBE certified by the Department that arranges for the delivery or provision of creditable materials, supplies, equipment, transportation/hauling, insurance, bonding, etc., within its certified category, that is necessary for the completion of the project. A broker of materials certified in a supply category must be responsible for scheduling the delivery of materials and fully responsible for ensuring that the materials meet specifications before credit will be given.
- 2. Commercially Useful Function (CUF). The execution of the work of the Contract by a DBE carrying out its responsibilities by actually performing, managing, and supervising the work involved using its own employees and equipment. The DBE shall be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, an evaluation of the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work. Other relevant factors will be considered. The determination of CUF is made by the Engineer after evaluating the way in which the work was performed during the execution of the Contract.
- 3. <u>Disadvantaged Business Enterprise (DBE)</u>. An enterprise which is a for-profit small business concern
  - a. that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
  - b. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and

- c. has been certified by the Department in accordance with 49 CFR, Part 26.
- 4. <u>DBE Key Employee</u>. Permanent employees identified by the DBE owner in its certification file in the Department Civil Rights Office.
- 5. <u>DBE Utilization Goal</u>. The percent of work to be performed by certified DBEs that is established by the Department and specified in the Contract.
- 6. Good Faith Efforts. Efforts by the bidder or Contractor to achieve a DBE goal or other requirement of 49 CFR Part 26, by their scope, intensity, and appropriateness to the objective, that can reasonably be expected to fulfill the program requirement.
- 7. <u>Manufacturer</u>. A DBE certified by the Department in a supply category that changes the shape, form, or composition of original material in some way and then provides that altered material to the project and to the general public or the construction industry at large on a regular basis.
- 8. <u>Notification</u>. For purposes of soliciting DBE participation on a project and to count toward a contractor's Good Faith Efforts, notification shall be by letter or fax transmission, with a return receipt requested or successful transmission report. Telephonic contact with a DBE may be allowed, however it shall be based on the ability of Civil Rights staff to independently verify this contact.
- 9. Regular Dealer. A DBE certified by the Department in a supply category that
  - a. maintains an in-house inventory on a regular basis of the particular product provided to this project; and
  - b. keeps an inventory in an amount appropriate for the type of work using that product; and
  - c. offers that inventory for sale to the general public or construction industry at large (private and public sectors), not just supplied as needed on a project by project basis during the construction season, except where the product requires special or heavy equipment for delivery and the DBE possesses and operates this equipment on a regular basis throughout the construction season in order to deliver the product to the general public or construction industry at large. If the distribution equipment is rented or leased, it must be on a repetitive, seasonal basis; and may additionally
  - fabricate (assembles large components) for use on a construction project, consistent with standard industry practice, for delivery to the project.

**120-2.01 UTILIZATION GOAL.** The DBE Utilization Goal for this contract is shown on Form 25A324 (DBE Subcontractable Items) as a percentage of the total basic bid amount. A DBE may be considered creditable towards meeting the DBE Utilization Goal at time of Contract award, if the DBE is certified by the Department in a category covering the CUF to be performed at the time of listing on Form 25A325C (DBE Utilization Report).

A bidder shall demonstrate the ability to meet the DBE Utilization Goal or perform and document all of the required Good Faith Efforts under Subsection 120-3.02 in order to be eligible for award of this Contract.

If the quantity of work of a bid item involving a DBE firm is reduced by the Department, the DBE Utilization Goal on Form 25A325C will be reduced proportionately.

# 120-3.01 DETERMINATION OF COMPLIANCE.

1. Phase I - Bid. Each bidder must register with the Civil Rights Office annually in accordance with §§26.11 & 26.53(b)(2)(iv) of 49 CFR, Part 26. No contract may be awarded to a bidder that is not registered.

- 2. <u>Phase II Award</u>. The apparent low bidder will provide the following within 15 days of receipt of notice of intent to award:
  - a. Written DBE Commitment. Written commitments from DBEs to be used on the project. The written commitment shall contain the following information:
    - A description of the work that each DBE will perform;
    - 2) The dollar amount of participation by the DBE firm;
    - Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
    - 4) Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment.
  - b. DBE Utilization Report. Form 25A325C listing the certified DBEs to be used to meet the DBE Utilization Goal.
  - c. Good Faith Effort Documentation. Summary of Good Faith Effort Documentation (Form 25A332A and attachments) and DBE Contact Reports (Form 25A321A) if the Contractor submits less DBE utilization on Form 25A325C than is required to meet the DBE Utilization Goal. If accepted by the Department, this lower DBE utilization becomes the new DBE Utilization Goal. If the bidder cannot demonstrate the ability to meet the DBE Utilization Goal, and can not document the minimum required Good Faith Efforts (as outlined in Subsection 120-3.02 below), the Contracting Officer will determine the bidder to be not responsible.

# Phase III - Construction.

- Designation of DBE/EEO Officer. At the preconstruction conference, the Contractor shall submit, in writing, the designation of a DBE/EEO officer.
- b. DBE Creditable Work. The CUF work items and creditable dollar amounts shown for a DBE on the DBE Utilization Report (Form 25A325C) shall be included in any subcontract, purchase order or service agreement with that DBE.
- c. DBE Replacement. If a DBE replacement is approved by the Engineer, the Contractor shall replace the DBE with another DBE for the same work in order to fulfill its commitment under the DBE Utilization Goal. In the event that the Contractor cannot obtain replacement DBE participation, the Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer and the Civil Rights Office, both of the following criteria have been met:
  - The Contractor has not committed any discriminatory practice in its exercise of good business judgement to replace a DBE.
  - 2) If the Contractor is unable to find replacement DBE participation and has adequately performed and documented the Good Faith Effort expended in accordance with Subsection 120-3.02.
- d. DBE Utilization Goal. The DBE Utilization Goal will be adjusted to reflect only that amount of the DBE's work that can not be replaced.

## 120-3.02 GOOD FAITH EFFORT.

1. Good Faith Effort Criteria. The Contracting Officer will use the following criteria to judge if the bidder, who has not met the DBE Utilization Goal, has demonstrated sufficient Good Faith Effort to be eligible for award of the contract.

Failure by the bidder to perform and document all of the following actions constitutes insufficient Good Faith Effort.

- a. Consideration of all subcontractable items. The bidder shall, at a minimum, seek DBE participation for each of the subcontractable items upon which the DBE goal was established as identified by the Department (on Form 25A324) prior to bid opening. It is the bidder's responsibility to make the work listed on the subcontractable items list available to DBE firms, to facilitate DBE participation.
- b. If the bidder can not achieve the DBE Utilization Goal using the list of available DBE firms based on the subcontractable items list, then the bidder may consider other items that could be subcontracted to DBEs.
- c. Notification to all active DBEs listed for a given region in the Department's most current DBE Directory at least 7 calendar days prior to bid opening. The bidder must give the DBEs no less than five days to respond. The bidder may reject DBE quotes received after the deadline. Such a deadline for bid submission by DBEs will be consistently applied. DBEs certified to perform work items identified on Form 25A324 must be contacted to solicit their interest in participating in the execution of work with the Contractor. Each contact with a DBE firm will be logged on a Contact Report (Form 25A321A).
- d. Non-competitive DBE quotes may be rejected by the bidder. Allegations of non-competitive DBE quotes must be documented and verifiable. A DBE quote that is more than 10.0% higher than the accepted non-DBE quote will be deemed non-competitive, provided the DBE and non-DBE subcontractor quotes are for the exact same work or service. Bidders must have a non-DBE subcontractor quote for comparison purposes. Such evidence shall be provided in support of the bidder's allegation. Where the bidder rejects a DBE quote as being non-competitive under this condition, the work must be performed by the non-DBE subcontractor and payments received by the non-DBE subcontractor during the execution of the Contract shall be consistent with the non-DBE's accepted quote. This does not preclude increases as a result of Change documents issued by the Department.
- e. Provision of assistance to DBEs who need help in obtaining information about bonding or insurance required by the bidder.
- f. Provision of assistance to DBEs who need help in obtaining information about securing equipment, supplies, materials, or related assistance or services.
- g. Providing prospective DBEs with adequate information about the requirements of the Contract regarding the specific item of work or service sought from the DBE.
- h. Follow-up of initial notifications by contacting DBEs to determine whether or not they will be bidding. Failure to submit a bid by the project bid opening or deadline by the bidder is de facto evidence of the DBE's lack of interest in bidding. Documentation of follow-up contacts shall be logged on the Contact Report (Form 25A321A).
- Items c through h will be utilized to evaluate any request from the Contractor for a reduction in the DBE Utilization Goal due to the default or decertification of a DBE and the Contractor's subsequent inability to obtain additional DBE participation.

- 2. Administrative Reconsideration. Under the provisions of 49 CFR. Part 26.53(d), if it is determined that the apparent successful bidder has failed to meet the requirements of this subsection, the bidder must indicate whether they would like an opportunity for administrative reconsideration. Such an opportunity must be exercised by the bidder within 3 calendar days of notification it has failed to meet the requirements of this subsection. As part of this reconsideration, the bidder must provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
  - a. The decision on reconsideration will be made by the DBE Liaison Officer.
  - b. The bidder will have the opportunity to meet in person with the DBE Liaison Officer to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. If a meeting is desired, the bidder must be ready, willing and able to meet with the DBE Liaison Officer within 4 days of notification that it has failed to meet the requirements of this subsection.
  - c. The DBE Liaison Officer will render a written decision on reconsideration and provide notification to the bidder. The written decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
  - d. The result of the reconsideration process is not administratively appealable to US DOT.

# 120-3.03 COMMERCIALLY USEFUL FUNCTION (CUF).

- Creditable Work. Measurement of attainment of the DBE Utilization Goal will be based upon the actual
  amount of money received by the DBEs for creditable CUF work on this project as determined by the
  Engineer in accordance with this Section. CUF is limited to that of a:
  - a. regular dealer;
  - b. manufacturer;
  - c. broker:
  - d. subcontractor;
  - e. joint-venture; or
  - f. prime contractor.
- 2. Determination of Commercially Useful Function. In order for the CUF work of the DBE to be credited toward the goal, the Contractor will ensure that all of the following requirements are met:
  - a. The CUF performed by a DBE certified in a supply category will be evaluated by the Engineer to determine whether the DBE performed as either a broker, regular dealer, or manufacturer of the product provided to this project.
  - b. A DBE trucking firm certified and performing work in a transportation/hauling category is restricted to credit for work performed with its own trucks and personnel certified with the CRO prior to submitting a bid to a contractor for DBE trucking. The DBE trucking firm must demonstrate that it owns all trucks (proof of title and/or registration) to be credited for work and that all operators are employed by the DBE trucking firm. A DBE trucking firm that does not certify its trucks and personnel that it employs on a job will be considered a broker of trucking services and limited to credit for a broker. (This does not effect the CUF of that same firm, when performance includes the hauling of materials for that work.)
  - c. The DBE is certified in the appropriate category at the time of
    - the Engineer's approval of the DBE subcontract, consistent with the written DBE commitment; and

- 2) the issuance of a purchase order or service agreement by the Contractor to a DBE performing as either a manufacturer, regular dealer, or broker (with a copy to the Engineer).
- d. The Contractor will receive credit for the CUF performed by DBEs as provided in this Section. Contractors are encouraged to contact the Engineer in advance of the execution of the DBE's work or provision of goods or services regarding CUF and potential DBE credit.
- e. The DBE may perform work in categories for which it is not certified, but only work performed in the DBE's certified category meeting the CUF criteria may be credited toward the DBE Utilization Goal.
- f. The work of the DBE firm must meet the following criteria when determining when CUF is being performed by the DBE:
  - The work performed will be necessary and useful work required for the execution of the Contract.
  - 2) The scope of work will be distinct and identifiable with specific contract items of work, bonding, or insurance requirements.
  - The work will be performed, controlled, managed, and supervised by employees normally employed by and under the control of the certified DBE. The work will be performed with the DBE's own equipment. Either the DBE owner or DBE key employee will be at the work site and responsible for the work.
  - The manner in which the work is sublet or performed will conform to standard, statewide industry practice within Alaska, as determined by the Department. The work or provision of goods or services will have a market outside of the DBE program (must also be performed by non-DBE firms within the Alaskan construction industry). Otherwise, the work or service will be deemed an unnecessary step in the contracting or purchasing process and no DBE credit will be allowed.

There will be no DBE credit for lower-tier non-DBE subcontract work.

The cost of the goods and services will be reasonable and competitive with the cost of the goods and services outside the DBE program within Alaska. Materials or supplies needed as a regular course of the Contractor's operations such as fuel, maintenance, office facilities, portable bathrooms, etc. are not creditable.

The cost of materials actually incorporated into the project by a DBE subcontractor is creditable toward the DBE goal only if the DBE is responsible for ordering and scheduling the delivery of creditable materials and fully responsible for ensuring that the materials meet specifications.

- All subcontract work, with the exception of truck hauling, will be sublet by the same unit of measure as is contained in the Bid Schedule unless prior written approval of the Engineer is obtained.
- 7) The DBE will control all business administration, accounting, billing, and payment transactions. The prime contractor will not perform the business, accounting, billing, and similar functions of the DBE. The Engineer may, in accordance with AS 36.30.420(b), inspect the offices of the DBE and audit the records of the DBE to assure compliance.

- g. On a monthly basis, the Contractor shall report on Form 25A336 (Monthly Summary of DBE Participation) to the Department Civil Rights Office the payments made (canceled checks or bank statements that identify payor, payee, and amount of transfer) for the qualifying work, goods and services provided by DBEs.
- 3. Decertification of a DBE. Should a DBE performing a CUF become decertified during the term of the subcontract, purchase order, or service agreement for reasons beyond the control of and without the fault or negligence of the Contractor, the work remaining under the subcontract, purchase order, or service agreement may be credited toward the DBE Utilization Goal.

Should the DBE be decertified between the time of Contract award and the time of the Engineer's subcontract approval or issuance of a purchase order or service agreement, the work of the decertified firm will not be credited toward the DBE Utilization Goal. The Contractor must still meet the DBE Utilization Goal by either

- a. withdrawing the subcontract, purchase order or service agreement from the decertified DBE and expending Good Faith Effort (Subsection 120-3.02, Items c through h) to replace it with one from a currently certified DBE for that same work or service through subcontractor substitution (Subsection 103-1.01); or
- b. continuing with the subcontract, purchase order or service agreement with the decertified firm and expending Good Faith Effort to find other work not already subcontracted out to DBEs in an amount to meet the DBE Utilization Goal through either
  - 1) increasing the participation of other DBEs on the project;
  - 2) documenting Good Faith Efforts (Subsection 120-3.02, items c through h); or
  - 3) by a combination of the above.
- 4. DBE Rebuttal of a Finding of no CUF. Consistent with the provisions of 49 CFR, Part 26.55(c)(4)&(5), before the Engineer makes a final finding that no CUF has been performed by a DBE firm the Engineer will coordinate notification of the presumptive finding through the Civil Rights Office to the Contractor, who will notify the DBE firm.

The Engineer, in cooperation with the Civil Rights Office, may determine that the firm is performing a CUF if the rebuttal information convincingly demonstrates the type of work involved and normal industry practices establishes a CUF was performed by the DBE. Under no circumstances shall the Contractor take any action against the DBE firm until the Engineer has made a final determination. The Engineer's decisions on CUF matters are not administratively appealable to US DOT.

**120-3.04 DEFAULT OF DBE.** In the event that a DBE firm under contract or to whom a purchase order or similar agreement has been issued defaults on their work for whatever reason, the Contractor shall immediately notify the Engineer of the default and the circumstances surrounding the default.

The Contractor shall take immediate steps, without any order or direction from the Engineer, to retain the services of other DBEs to perform the defaulted work. In the event that the Contractor cannot obtain replacement DBE participation, the Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer, the following criteria have been met:

- 1. The Contractor was not at fault or negligent in the default and that the circumstances surrounding the default were beyond the control of the Contractor; and
- 2. The Contractor is unable to find replacement DBE participation at the same level of DBE commitment and has adequately performed and documented the Good Faith Effort expended in accordance with items c through h of Subsection 120-3.02 for the defaulted work; or
- 3. It is too late in the project to provide any real subcontracting opportunities remaining for DBEs.

The DBE Utilization Goal will be adjusted to reflect only that amount of the defaulted DBE's work that can not be replaced.

**120-4.01 METHOD OF MEASUREMENT.** The Contractor will be entitled to count toward the DBE Utilization Goal those monies actually paid to certified DBEs for CUF work performed by the DBE as determined by the Engineer. The Contractor will receive credit for the utilization of the DBEs, as follows:

- 1. Credit for the CUF of a DBE prime contractor is 100% of the monies actually paid to the DBE under the contract for creditable work and materials in accordance with 49 CFR 26.55.
- Credit for the CUF of a subcontractor is 100% of the monies actually paid to the DBE under the subcontract for creditable work and materials. This shall include DBE trucking firms certified as a subcontractor and not a broker. Trucks leased from another DBE firm shall also qualify for credit and conforms to the provisions of 49 CFR 26.55(d).
- 3. Credit for the CUF of a manufacturer is 100% of the monies paid to the DBE for the creditable materials manufactured.
- 4. Credit for the CUF of a regular dealer of a creditable material, product, or supply is 60% of its value. The value will be the actual cost paid to the DBE but will not exceed the bid price for the item.
- 5. Credit for the CUF of a broker performed by a DBE certified in a supply category for providing a creditable material, product or supply is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the cost of the procurement contract for the creditable item.
- 6. Credit for the CUF of a broker performed by a DBE certified in the transportation/hauling category for arranging for the delivery of a creditable material, product or supply is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the cost of the hauling subcontract.
- 7. Credit for the CUF of a broker performed by a DBE certified in a bonding or insurance category for arranging for the provision of insurance or bonding is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the premium cost.
- 8. Credit for the CUF of a joint venture (JV) (either as the prime contractor or as a subcontractor) may not exceed the percent of the DBE's participation in the joint venture agreement, as certified for this project by the Department. The DBE joint venture partner will be responsible for performing all of the work as delineated in the certified JV agreement.

**120-5.01 BASIS OF PAYMENT.** Work under this item is subsidiary to other contract items and no payment will be made for meeting or exceeding the DBE Utilization Goal.

If the Contractor fails to utilize the DBEs listed on Form 25A325C as scheduled or fails to submit required documentation to verify proof of payment or documentation requested by the Department to help in the determination of CUF, the Department will consider this to be unsatisfactory work. If the Contractor fails to utilize Good Faith Efforts to replace a DBE, regardless of fault (except for Subsection 120-3.04 item 3), the Department will also consider this unsatisfactory work. Unsatisfactory work may result in disqualification of the Contractor from future bidding under Subsection 102-1.13 and withholding of progress payments consistent with Subsection 109-1.06.



# **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**202-1.01 DESCRIPTION.** Add the following: This work includes removing the existing Grayling Creek Bridge, Bridge Number 1298, in its entirety. The existing bridge shall not be removed until the Engineer deems the new bridge complete, safe and the traffic can be routed along the new access to the airport.

The existing Grayling Creek Bridge is approximately 92 feet long and 11 feet wide. The existing bridge consists of steel girders and a timber deck with timber running planks. Further information about the existing Grayling Creek Bridge can be obtained from the office of the Chief Bridge Engineer at 3132 Channel Drive, Juneau AK 99801.

202-3.03 REMOVAL OF BRIDGES, CULVERTS AND OTHER DRAINAGE STRUCTURES. <u>Delete the first sentence and substitute the following:</u> Do not remove culverts and other drainage structures in use by traffic until satisfactory arrangements have been made to accommodate traffic. The existing bridge shall not be removed until the new bridge is deemed complete and save for the travelling public by the engineer.

Delete the fourth paragraph and add the following: Remove all existing bridge foundations in their entirety.

Prepare a Bridge Demolition Plan. Indicate the method, sequence, type of equipment, crane locations, lifting locations, weights of parts, waste site location, containment, and other pertinent information in the Bridge Demolition Plan. Provide the Engineer with a copy of the Bridge Demolition Plan no less than thirty (30) days prior to commencing removal operations. The receipt of the Demolition Plan by the Engineer does not constitute approval of the plan or the adequacy of the plan. Remove the bridge at the direction of the Engineer.

All removed bridge material from the existing bridge is the property of the Contractor. Dispose of all removed bridge material in a Contractor furnished waste disposal site or in a manner approved by the Engineer. Certify in writing that all permits and clearances relating to all waste disposal sites have been obtained.

Existing structural steel in this project may be coated with lead based paint. Certify in writing and follow all applicable OSHA, EPA, DEC, Federal, State, and local requirements when removing, handling, and storing steel.

202-5.01 BASIS OF PAYMENT. <u>Add the following to the first paragraph:</u> Payment includes removing and disposing of the existing Grayling Creek Bridge, Bridge Number 1298, in its entirety in accordance with the Contract and Engineer. The bridge may not be disposed of in the local landfill.

#### **SECTION 203**

## **EXCAVATION AND EMBANKMENT**

**203-1.01 DESCRIPTION.** Add the following: This work also includes grading the stream banks as defined in the Contract and at the direction of the Engineer.

02/09/05 (H16)

203-3.01 GENERAL. Add the following to the eighth paragraph: Disposal in wetlands is prohibited, except as described in Subsection 107-1.11.

<u>Add the following after the eighth paragraph</u>: The Contractor shall certify in writing to the Engineer that all permits and clearances relating to all waste disposal sites selected by the Contractor have been obtained prior to any clearing or ground disturbance in the disposal site.

SPECIAL PROVISIONS Project No. STP-0002(114)/60937 Grayling Airport Bridge **203-3.03 EMBANKMENT CONSTRUCTION.** Delete the fifth paragraph and substitute the following: Existing roadway embankments shall be spread to redistribute the material from the existing roadway for the full width and within the limits of the new roadway prism to form an approximately level surface, prior to placing new embankment. The spread material shall be compacted in accordance with 203-3.04. In most cases excavated material in the spread existing roadway areas can be incorporated into the new embankment with normal spreading operations and without haul. This work will be considered incidental to other items under this section, except that material excavated will be paid for as unclassified excavation.

### 02/09/05 (H18)

<u>Delete the fourteenth paragraph and substitute the following:</u> When embankments are to be constructed across wet or swampy ground, which will not support the weight of heavy hauling and spreading equipment, the Contractor shall choose such methods of embankment construction and use such hauling and spreading equipment as will least disturb the soft foundation. When soft foundations are encountered, and when approved by the Engineer, the lower part of the fill may be constructed by dumping and spreading successive vehicle loads in a uniformly distributed layer of a thickness not greater than that necessary to support the vehicle while placing subsequent layers, after which the remainder of the embankment shall be constructed in layers and compacted as specified.

It is not the policy of the State to allow an increase in the planned depth of embankment material over soft, wet, or swampy ground for the sole purpose of providing support for heavy hauling and spreading equipment, unless the Contractor proves to the satisfaction of the Engineer that the planned depth is inadequate to support light hauling vehicles. If use of smaller hauling vehicles or different methods of embankment construction than originally contemplated are necessary to comply with the foregoing, such shall not be the basis for a claim for extra compensation. The contract unit price for the various pay items involved shall be full compensation for all labor, materials, and equipment necessary to perform the work outlined herein.

**203-4.01 METHOD OF MEASUREMENT.** Add the following: Borrow will not be used while free moisture is observed draining from the haul vehicle at the dumping location.

#### **SECTION 205**

#### **EXCAVATION, BACKFILL, AND FOUNDATION FILL FOR MAJOR STRUCTURES**

205-3.02 FOUNDATION FILL. <u>Delete this subsection and substitute the following:</u> Place foundation fill material in 6-inch lifts. Compact foundation fill material in accordance with Subsection 203-3.04, except achieve not less than 100 percent of the maximum density.

Use Porous Backfill Material within one foot of structural units

205-5.01 BASIS OF PAYMENT. <u>Add the following:</u> Porous Backfill Material are subsidiary to Item 205(3) Foundation Fill.

#### STRUCTURAL CONCRETE

### 501-2.01 MATERIALS. Add the following:

**Expanded Polyethylene** 

Closed-cell expanded polyethylene planks with a density of 2.3 lb/ft3 +/- 0.1 as determined by ASTM D3575, Suffix W, Method B. Maximum compressive deflection of 50% at 18 psi +/- 2 as determined by ASTM D3575, Suffix D.

## **501-3.01 PROPORTIONING**

4. <u>Using Admixtures</u>. <u>Add the following</u>: Do not use admixtures containing calcium chloride.

501-3.03 BATCHING. Add the following after the first sentence of item number 2.

Ensure the accuracy is within 1%.

**501-3.04 MIXING.** Add the following to item number 3, immediately before the last paragraph: When carrying wash water on the truck mixer, carry it in a compartment separate from the one used for carrying or measuring the mixing water. The Engineer will specify the amount of wash or flush water, when permissible, and may specify a "dry" drum if wash water is used without measurement or without supervision.

# 501-3.08 Placing Concrete. Add the following to item 9. Installing Expansion Joints:

f. Expansion Joint Seals.

Thoroughly clean all expansion joints of all old joint filler, bituminous, debris, grease, dirt, rocks, and all other deleterious material, to the acceptance of the Engineer. Prepare each joint for the new expansion joint system as recommended by the manufacturer of the system. Install the joint sealant in accordance with the manufacturer's recommendations.

Inspect joints for proper width, depth, alignment, and preparation. The Engineer must approve the surface preparation prior to installation of the joint sealant.

# 501-3.09 FINISHING CONCRETE SURFACES. Replace the first sentence with the following:

Provide a rubbed finish on all completed vertical concrete surfaces, except as provided below, or as otherwise noted in the Contract.

**501-3.11 PRECAST CONCRETE MEMBERS.** Add the following to item number 1: Show methods for lifting the precast concrete deck panels on the shop drawings.

Add the following before the first sentence of item number 2: Manufacture all precast concrete deck panels at a precaster's precasting yard, and not at the bridge site.

Add the following to item number 2: Recess all lifting and leveling devices at least 2 inches.

Produce precast concrete deck panels such that the difference between the top surfaces of adjacent precast concrete deck panels is no more than 1/8 inch.

<u>Add the following to item number 5</u>: Prior to placing the concrete deck panels, clean the tops of the steel girders of all dirt, grease, weld spatter, slag, and all other deleterious material to the acceptance of the Engineer.

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Place precast concrete deck panels such that the difference between the top surfaces of adjacent precast concrete deck panels is no more than 1/8 inch. Grinding and patching may be required.

Cut off lifting and leveling devices flush with the surface of the recess and fill the recess with grout. Make the grout flush with the panel surface prior to acceptance.

# Add numbered item 7:

7. <u>Placing Grout</u>. Place grout according to the manufacturer's recommendations.

Clean keyways and shear key connector voids of all loose and foreign matter to the acceptance of the Engineer.

Form the edges of the grouted haunches with expanded polyethylene rods or other resilient material. The forming shall permanently stay in place. Glue the rods to the top flanges of the girders with glue recommended by the rod manufacturer. Allow glue to set prior to placement of the precast concrete deck panels.

Completely fill all voids and keyways with grout. Grout haunches between the tops of the steel girders and bottom of the precast concrete deck panels through the shear connector voids. Grout must be observed entering the neighboring shear connector void and be above the bottom elevation of the void before beginning grout application through that void. If the method of application does not achieve full coverage of grout, as determined by the Engineer, pumping of grout will be required.

The grouted surface shall have a neat appearance. The grout surface shall be in contact with the panel edges throughout their lengths and match the elevation of the panel surfaces within 1/8 inch. Patching and grinding may be required.

Traffic and construction equipment is not allowed on the bridge throughout grouting operations and until the all the grout has attained at least 75% of the design compressive strength, as determined by tests on grout samples cured at the site under comparable conditions as the grout on the bridge.

# 501-3.12 BACKFILLING AND OPENING TO TRAFFIC. Remove this subsection in its entirety and substitute the following:

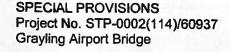
**501-3.12 PROTECTION OF IN-PLACE CONCRETE.** Protect in-place concrete at all times. Do not apply loads to the structural member until the member has attained sufficient strength, with necessary supplemental support, to safely carrying the applied loads without damage. Unless otherwise noted, sufficient strength is attained after the concrete has cured at least 7 days and has a compressive strength of at least 60% of the specified 28-day strength

During the curing period, protect concrete from damaging mechanical disturbances including load stresses, shock, and harmful vibration. Protect concrete surfaces from damage by construction traffic, equipment, materials, rain or running water, and other adverse weather conditions.

The Engineer may reject any structure or portion of a structure containing concrete that is cracked, spalled, or otherwise damaged.

Backfilling against concrete structures is not permitted until the concrete has attained a compressive strength of at least 80% of the specified 28-day strength.

Keep bridge closed to traffic until you receive permission from the Engineer to open the bridge. No load is allowed on any span until the concrete in the span has attained a compressive strength of at least 100% of the specified 28-day strength.



The Engineer will determine the compressive strength from informational test cylinders cured on the site under temperature and moisture conditions similar to the concrete in the structure.

**501-5.01 BASIS OF PAYMENT.** Replace the second paragraph with the following: All labor, materials, equipment, and work necessary to fabricate, transport, place, and install the precast concrete deck panels is subsidiary to the contract price for the member.

All grout, coated and uncoated reinforcing steel, inserts embedded in and used in the fabrication of the precast concrete deck panels are subsidiary to the contract price for the member.

<u>Add the following:</u> Payment for expanded polyethylene, expansion joints, utiliducts, and utiliduct end caps are subsidiary to Item 501(1) Class A Concrete.

Entirely delete the subsection titled Concrete Price Adjustment and replace with the following:

<u>Concrete Price Adjustment</u>. Concrete that fails to meet specified acceptance level requirements will be evaluated for structural adequacy. If the Engineer determines that the concrete is structurally adequate, payment will be adjusted according to the following formula.

Pay adjustment =  $\frac{-2(f'c-fc)(PAB)(Q)}{f}$ 

where:

f 'c = Specified minimum 28-day compressive strength measured in psi

fc = Compressive strength as determined by the minimum individual strength test in

PAB\* = Price Adjustment Base

Q = Total project quantity of concrete in cubic yards

\*PAB is the Contract unit price for the class of concrete involved. Where the Contract basis of payment for concrete is other than by unit price, PAB is \$800.

### **SECTION 503**

## REINFORCING STEEL

**503-3.02 PROTECTION OF MATERIALS.** <u>Delete the second paragraph and replace it with the following:</u> Do not damage epoxy-coated bars. When handling coated steel reinforcing bars, avoid bundle-to-bundle or bar-to-bar abrasion. Use padded bundling bands. Handle epoxy-coated bars using equipment with padded contact areas. Lift bundles with a strongback, multiple supports, or a platform bridge to prevent bar-to-bar abrasion from sags in the bar bundle. Do not drop or drag the bars or bundles. Off-load bars as close as possible to their points of placement to minimize re-handling.

Store epoxy-coated bars off the ground on protective cribbing. Place timbers between bundles when stacking is necessary. Place supports sufficiently close to prevent sags in the bundles. Store coated and uncoated bars separately.

If coated bars and bundles are stored outside, protect epoxy-coated bars from sunlight, salt spray, and weather exposure. Cover coated bars and bundles with opaque polyethylene sheeting or other protective material. Secure covering and allow air circulation to minimize condensation under the covering.

The engineer will reject epoxy-coated bars when the extent of damaged coating exceeds 2 percent of the surface area in any 1 foot length of bar. When the extent of damaged coating does not exceed 2 percent of the surface area in any 1 foot length of bar, repair all damaged coating with patching material conforming to

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ASTM A 775 and in accordance with the material manufacturer's recommendations. Apply patching material in conformance with the written instructions furnished by the patching material manufacturer. Remove all rust prior to application of the patching material. Allow the patching material to cure before placing concrete.

503-3.03 BENDING. Remove this subsection in its entirety and replace with the following:

**503-3.03 FABRICATION.** Fabricate reinforcing bars to the size and dimension shown in the Contract. Reinforcing steel dimensions shown are out-to-out of bar, unless otherwise noted. Do not substitute bars of different size without prior approval of the Engineer.

Meet fabrication tolerances in ACI 315, Details and Detailing of Concrete Reinforcement.

Bend bars when they are cold. Do not field bend bars that are partially embedded in concrete except as shown on the Plans. If the Engineer approves applying heat for field bending reinforcing bars, take precautions to avoid materially altering the physical properties of the steel. Use hooks and bends that conform to the current CRSI Manual of Standard Practice.

503-3.04 PLACING AND FASTENING. <u>Delete the first paragraph and replace it with the following:</u> Place all reinforcing steel evenly unless noted otherwise. When reinforcing steel bar spacing is shown on the plans, place all bars within ½-inch of the plan position but do not decrease the minimum clear cover requirements. Tie the bars with No. 14 or No.16 gauge steel wire. Tie the bars at all intersections around the perimeter of each mat. Elsewhere, tie the bars at not less than 2-foot centers or at every intersection, whichever is greater. Obtain the Engineer's written authorization before welding reinforcing steel.

Delete the last paragraph in its entirety.

**503-3.05 SPLICING.** <u>Delete the first paragraph and replace it with the following:</u> Furnish all reinforcing bars in the full lengths specified. Obtain the Engineer's written approval before splicing bars. When splicing of bars is permitted, stagger splices in adjacent reinforcing bars. The distance between staggered splices shall be greater than the lapped splice length or as indicated on the plans but not less than 2-feet.

## **SECTION 504**

# STRUCTURAL STEEL

**504-3.01 FABRICATION.** Add the following to item number 8: Submit the welding plan to the Engineer for approval. Submit the welding plan at least 30 working days prior to welding. Do not begin fabrication, shop welding or field welding without the written approval of the Engineer or the Engineer's authorized representative.

# Add the following numbered item 9:

- 9. Optional Field Splice. If optional field splice is used:
  - 1. Only one splice per girder is allowed,
  - 2. Alternate girder ends with splice,
  - 3. Show the location of optional field splices on the shop drawings,
  - 4. Do not place stud shear connectors in locations of splice plates.

**504-3.02 ERECTION.** Replace the last sentence of the second paragraph of item number 1 with the following: Install stud shear connectors after erecting the structural steel and before placing the precast concrete deck panels.



<u>Delete the second paragraph of item number 4 and replace with the following:</u> Follow handling and erection procedures so as to avoid inducing critical buckling stresses in the girder, girder flanges, girder web, and all other components.

<u>Replace the second sentence of the first paragraph of item number 8 with the following:</u> Float the concrete surfaces accordingly, so that the superelevation varies no more than 1/16 inch from a straightedge placed in any direction across the area.

**504-3.04 CEANUP.** Add the following: Pressure wash erected structural steel after precast concrete deck panels have been placed, grouted and the grout has attained at least 75% of the design compressive strength.

**504-5.01 BASIS OF PAYMENT.** Add the following: No additional payment will be made for time or materials needed for fabricating, assembling or erecting due to your use of the optional field splice.

Payment for elastomeric pads is subsidiary to Item 504(1) Structural Steel.

#### **SECTION 505**

#### PILING

**505-1.01 DESCRIPTION.** Add the following: Practical refusal is defined as Pile Refusal in Subsection 505-4.01, Special Pile Excavation of these Special Provisions.

505-3.03 PILE BEARING VALUES. <u>Delete this subsection in its entirety and substitute the following:</u> All piles shall be driven to a required ultimate bearing capacity. The required ultimate bearing capacity is the ultimate pile load as indicated on the bridge plans. The pile driving criteria shall be determined by the Engineer using a wave equation analysis. The wave equation program which will be used on this project will be the "GRLWEAP" program using the GRLWEAP industry standard input data in addition to the Contractor furnished hammer information.

**505-3.05 MINIMUM PENETRATION.** Add the following: The Contractor shall furnish piles of sufficient length to be driven to the minimum tip elevation, to meet the driving criteria from the wave equation analysis and to provide the required cut-off elevation. Pile lengths shall be calculated from the design cut-off elevation to the minimum tip elevation. The Contractor shall adjust the pile lengths given to provide for fresh heading and for such additional pile lengths as may be necessary to suit their method of operation.

**505-3.09 DRIVING PILES.** Add the following: All pile driving equipment used by the contractor shall be subject to the approval of the Engineer. All pile driving systems shall be equipped with an appropriate thickness of hammer cushion to prevent damage to the hammer or pile and to insure uniform driving performance. Hammer cushions shall be made of durable, manufactured materials, and provided in accordance with the hammer manufacturers guidelines except that wood, wire rope, and asbestos hammer cushions shall not be used. The hammer cushion shall be inspected in the presence of the Engineer prior to beginning pile driving and after each 50 hours of pile driving on this project. Any reduction of hammer cushion thickness exceeding 25% of the original thickness shall be replaced by the contractor before driving is permitted to continue.

The pile driving equipment shall be sized such that the piles can be driven to the required ultimate bearing capacity, without damage to the piles and have compressive driving stresses as indicated by the wave equation analysis not exceeding 90% of the pile yield stress. Approval of the pile driving equipment will be based on the wave equation analysis, the Contractor's hammer is operating properly and the Engineer's recommendations.

Approval of a pile hammer shall not relieve the Contractor of responsibility for piles damaged from misalignment of the leads, pile misalignment in the leads, failure of cap block or cushion materials, failures of splices, malfunctioning of the pile hammer or other improper construction methods.

Piles not achieving the required ultimate bearing capacity within the limits of the tip elevations shown on the bridge plans shall be driven to a tip elevation established by the Engineer.

At least thirty calendar days prior to driving the first pile, the Contractor shall submit pile driving equipment information on the "Pile Driving Equipment Data Form" provided by the Engineer.

The contractor shall use the approved driving system to install the piles. No variations in the driving system will be permitted without the Engineer's written approval. Any change in the driving system will only be considered after the Contractor has submitted a revised Pile Driving Equipment Data Form for a revised wave equation analysis by the Engineer, and the analysis indicates an acceptable result. The Contractor will be notified of the acceptance or rejection of the revised driving system within 14 calendar days of the Engineer's receipt of the requested change. The time required for submission, review and approval of a revised driving system shall not constitute the basis for a contract time extension.

There is a possibility of encountering difficult driving conditions, cobbles and boulders or other obstructions at this site. Where such difficult driving conditions or obstructions are encountered and result in "pile refusal" above the minimum pile tip elevation, removal of such obstructions, when required by the Engineer, shall be classified as Special Pile Excavation.

# 505-4.01 METHOD OF MEASUREMENT.

<u>Furnish Piles.</u> Add the following: Piles not achieving the required ultimate bearing capacity within 5 feet below the estimated pile tip elevation shown on the plans shall be driven to a penetration established by the Engineer. Requirement to drive the piles more than 5 feet deeper than the estimated pile tip elevations shown on the plans shall be at the written direction of the Engineer. For depths up to 25 feet below the estimated pile tip elevations, the contract bid price for piling shall be applied. For depths beyond 25 feet below the estimated pile tip elevations, the pile unit costs shall be determined as per Section 109, Paragraph 1.05 of the Standard Specifications.

#### Add the following paragraph:

Special Pile Excavation: Removal of unusual obstructions causing pile refusal above the specified minimum pile tip elevations, when required by the Engineer, shall be classified as Special Pile Excavation. This work will be measured on a time and materials basis in accordance with Section 109, Paragraph 1.05 of the Standard Specifications. Pile refusal is defined as the condition reached during pile driving which results in a bearing pile driven by an impact hammer having a negligible rate of penetration per blow (such as when a pile tip reaches an impenetrable bottom such as a rock or bedrock layer), and when the effective transferred energy of the impact hammer blow is no longer sufficient to advance the pile tip.

# 505-5.01 BASIS OF PAYMENT. Add the following pay item:

Pay Item	Pay Unit
505(12) Special Pile Excavation	

#### **BRIDGE RAILING**

507-3.01 CONSTRUCTION REQUIREMENTS. <u>Delete the third sentence of the first paragraph of item number 1 and substitute the following:</u> Set rail posts plumb.

#### **SECTION 603**

### **CULVERTS AND STORMDRAINS**

08/15/02 (H30)

603-3.03 JOINING PIPE. <u>Delete numbered subparagraphs 2.a.2) & 3) and substitute the following:</u> Bands shall have a minimum width of 22 inches.

<u>Delete numbered subparagraphs 2.b.2) & 3) and substitute the following:</u> Bands shall have a minimum width of 22 inches and shall have two circumferential rows of projections for each pipe end being joined.

### **SECTION 606**

#### **GUARDRAIL**

**606-3.05 TERMINAL SECTIONS.** <u>Delete the second paragraph and substitute the following:</u> Install the ET-2000 slotted rail section, which does not have the cable anchor assembly attached, with the slotted end farthest away from the terminal section. Guardrail flair construction, if used, shall be incidental to pay item 606(11) Extruder Terminal (ET-2000) and shall not be paid for directly.

### **SECTION 611**

#### RIPRAP

02/09/05 (H33)

611-3.01 CONSTRUCTION REQUIREMENTS. <u>Add the following after the first sentence of the second paragraph:</u> The Contractor shall not deposit excavated materials in adjacent stream channels or other bodies of water or in areas subject to flooding during high flows.

Delete Section 613 in its entirety and substitute the following:

#### **SECTION 613**

## **MONUMENTS AND MARKERS**

**613-1.01 DESCRIPTION.** This work consists of furnishing and installing culvert marker posts in conformance with the plans and specifications or as directed.

**613-2.01 MATERIALS.** Steel mounting supports shall conform to the requirements of ASTM A 36. Steel mounting supports and fasteners for culvert marker posts shall be galvanized in accordance with AASHTO M 232.

Culvert marker posts shall be Carsonite CIB-380 flexible markers, or approved equal.

SPECIAL PROVISIONS Project No. STP-0002(114)/60937 Grayling Airport Bridge 613-3.01 CONSTRUCTION REQUIREMENTS. Culvert marker posts shall be installed as detailed on the plans.

**613-4.01 METHOD OF MEASUREMENT.** The quantities paid for shall be the actual number of culvert marker posts furnished, installed, and accepted.

If Item 613(2) does not appear on the bid schedule all costs associated with providing and installing culvert marker posts shall be considered subsidiary to culvert installation and will not be measured or paid for separately.

#### **SECTION 615**

## STANDARD SIGNS

02/09/05 (H34) 615-2.01 MATERIALS.

- 2. Sign Fabrication. Add the following:
  - D3-1 signs shall be entirely fabricated with Type II (medium intensity) reflective sheeting on sheet aluminum panels.

02/09/05 (H35)

4. <u>Delineators</u>. <u>Add the following:</u> Delineators shall be of flexible design. The following flexible delineators are approved for use:

Carsonite: Road Marker
Carsonite: Curve Flex
Safe-Hit Corp: Flexible Guide Post

The Contractor may submit an alternate for consideration by the Engineer.

Painting of the barricade lumber. The lumber shall be primed with one coat of white outside enamel undercoat and finished with one coat of white exterior enamel. The enamel shall be as approved by the Engineer. The primer shall be as recommended by the supplier of the finish coat. The face of the lumber to receive reflective sheeting shall be finished as recommended by the sheeting manufacturer.

**615-3.01 CONSTRUCTION REQUIREMENTS.** Add the following to numbered paragraph 4: The delineators shall be located uniformly 4 feet to 8 feet from the outside shoulder edge unless noted otherwise on the Plans. The reflector shall be 3" x 12" Type III-A yellow or white reflective sheeting (one or two sides) meeting the requirements of Subsection 730-2.03, the Plans, and Standard Drawing T-05.10. The reflector shall be mounted so that the top of the reflector is 4 feet above the surface of the shoulder.

615-3.02 SIGN PLACEMENT AND INSTALLATION. <u>Add the following after the third paragraph:</u> For perforated steel tubing posts, only one splice shall be allowed per post. Splices shall be a minimum of 3 feet above the shoulder elevation and at least 1 foot below the top of the post, and shall be constructed with an 18 inch long piece of P.S.T. which is the next nominal size smaller. The splice insert shall be centered and fastened with one 3/8 inch galvanized bolt, nut, and lock washer in each section of the splice.

# Delete Section 618 in its entirety and substitute the following:

#### **SECTION 618**

#### SEEDING

**618-1.01 DESCRIPTION.** This work shall consist of preparing the ground, followed by application of seed and fertilizer, in conformance with the plans and these Special Provisions.

It is the intent of this work that a living vegetative cover be provided in the areas indicated on the plans.

618-2.01 MATERIALS. Materials shall conform to the requirements specified in the following:

Seed

Section 724

**Fertilizer** 

Section 725

#### **CONSTRUCTION REQUIREMENTS**

**618-3.01 SOIL PREPARATION.** All areas to be seeded shall be cleared of stones four inches in diameter and larger and of all weeds, plant growth, sticks, stumps and other debris or irregularities which might interfere with the seeding operation, growth of grass or subsequent maintenance of the grass-covered areas.

Slopes shall be prepared using one or more of the methods listed below prior to the application of seed:

"Manual Raking" - shall require labor with landscaping rakes to produce a uniform pattern of grooves perpendicular to the fall of the slope.

"Mechanical Track Walking" - shall consist of operating track equipment in such a manner as to leave a uniform pattern of grooves perpendicular to the fall of the slope.

"Mechanical Raking" - shall require the use of a scarifying slope board to produce grooves with an approximate width of one inch and no more than six inches apart. The resultant indentation shall leave a uniform pattern of grooves perpendicular to the fall of the slope.

The Contractor may round the top and bottom of the slopes to facilitate tracking or raking and to create a pleasing appearance, but drainage flowlines shall not be disrupted.

**618-3.02 SEEDING SEASONS.** All seeding will be performed after the ground is free of snow and no sooner than May 15 and shall be completed by August 1.

No seeding will be done during windy conditions or when climatic conditions or ground conditions would hinder placement or proper growth.

618-3.03 APPLICATION. Seed and fertilizer shall be applied at the rates specified and will be placed by the following method:

#### Mechanical Method-

- 1. Mechanical spreaders, seed drills or other approved mechanical spreading equipment may be used when seed and fertilizer are to be applied in dry form.
- 2. Seeding area shall be watered both prior to and after the application of fertilizer.
- 3. Spread fertilizer separately from seed.

MATERIALS	TYPE	APPLICATION RATE PER 1000 SQUARE FEET  0.1 lbs. 0.6 lbs. 0.1 lbs. 0.1 lbs. Total 0.9 lbs.	
Seed*	Red Fescue, Boreal Red Fescue, Arctared Bering Hairgrass, Norcoast Annual Ryegrass		
Fertilizer	20-20-10	10.0 lbs.	

<sup>\*</sup>The Contractor shall not remove the required tags from the seed containers.

**618-3.04 MAINTENANCE OF SEEDED AREAS.** The Contractor shall protect seeded areas against traffic by approved warning signs or barricades. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed by the Engineer. The Contractor shall otherwise maintain seeded areas in a satisfactory condition until final inspection or acceptance of work described in this section at no additional cost to the Department.

A second application of fertilizer shall be required for seeded areas. It shall be applied between forty and forty-five calendar days after the initial seeding, as directed by the Engineer. Fertilizing will be allowed outside the seeding season. The Contractor shall use 20-20-10 fertilizer at a rate of five (5.0) pounds per thousand square feet within the seeding season or 10-20-20 fertilizer at the same rate outside the seeding season.

The Alaska Department of Natural Resources, Plant Material Center, P.O. Box 7440, Palmer, Alaska, 99645, Telephone: (907) 745-4469, Facsimile: (907) 746-1568 shall be contacted for advice or measures, when seeded areas are not showing evidence of satisfactory growth. The Contractor shall be responsible for retracking, reseeding and refertilizing affected areas.

**618-4.01 METHOD OF MEASUREMENT.** Seeding by the acre shall be measured by the area of ground surface acceptably seeded and maintained. The amount of seed, fertilizer, and water used in the work including the second application of fertilizer and any required reseeding, shall be considered as subsidiary and will not be measured separately for payment.

Seeding by the pound shall be the weight of seed (dry measure) acceptably placed. Fertilizer and water used in the work, including any required reseeding, shall be considered as subsidiary and will not be measured separately for payment. Soil preparation will not be measured separately for payment.

618-5.01 BASIS OF PAYMENT. The accepted quantity will be paid for at the contract price, per unit of measurement, for the pay items listed below that appear on the bid schedule.

Payment will be made under:

Pay item	Pay Unit	
618(1) Seeding	Acre	
618(2) Seeding	Pound	
618(3) Seeding	Lump Sum	

No payment will be made until a uniform perennial vegetative cover has been established per specifications.

# SERVICES TO BE FURNISHED BY THE CONTRACTOR

08/15/02 (H92)

644-2.01 FIELD OFFICE. <u>Add the following:</u> The Engineer may delete Item 644(1), Field Office, by Directive within 5 working days after the Preconstruction Conference. If Item 644(1), Field Office, is deleted within the specified period, Subsection 109-1.09, Eliminated Items, shall not apply to Item 644(1), Field Office.

**644-2.05 VEHICLES.** <u>Add the following:</u> Provide as a minimum one 4-wheel drive pickup and one 4-wheeler meeting the requirements of this section.

#### **SECTION 662**

#### UTILITY RELOCATION

**662-1.01 DESCRIPTION.** Supply and install equipment and materials needed to relocate the existing AVEC Electric overhead power line and construct new overhead power lines as shown on the Plans.

The local utility company is Alaska Village Electric Cooperative (AVEC), 800-478-1818.

#### **MATERIALS**

**662-2.01** All materials or equipment used for the electrical power work shall be listed in RUS Publication 202-1, "List of Materials Acceptable For Use on Systems of RUS Electrification Borrowers", current edition.

Wood poles shall meet the requirements of RUS Bulletin 1728F-700, "Specification for Wood Poles".

662-2.03 Obtain approval of all materials or equipment proposed to be used or incorporated in the work prior to shipment to the project site. Submit to the Engineer 5 (five) complete listings of materials and equipment specified herein and on the Plans. Prepare the list to clearly identify the materials or equipment by item, name, or designation used on the Plans or Specifications and indicate where specified. Provide submittals neatly bound and clearly indexed, and include applicable catalog numbers, cuts, wiring diagrams, performance data, operation and maintenance manuals, etc., for all material and equipment listed on the Plans, Specifications, and RUS Construction Unit Drawings.

#### **CONSTRUCTION REQUIREMENTS**

**662-3.01** Follow plans and Rural Utilities Service (RUS) Bulletin 50-3, "Specifications and Drawings for 12.5/7.2 kV Line Construction", and the AVEC special drawings and modified specifications included in Appendix D.

The contractor shall stake all pole and anchor locations according to the plans, and obtain the approval of the Engineer prior to starting construction of the power line.

662-3.02 General

Perform all work with qualified personnel licensed for the work involved.

Notify the Engineer if any pole is has to be moved from the location shown on the plans, or if any pole is changed in size.

RUS Electric Bulletins can be obtained from the RUS website, http://www.usda.gov/rus/. RUS bulletin 50-3 is available from USDA.



Perform construction work in a thorough and workmanlike manner in accordance with the Staking Sheets, Plans and Specifications, and the Construction Drawings.

Record exact locations of poles, guys and anchors.

Record conductor sag and temperature when conductor was installed.

After installation is complete, test for continuity and faults. Correct any deficiencies. After testing is complete, demonstrate that work conforms to Plans, Specifications, and Staking Sheets and is a complete and operable system.

Furnish a written guarantee that any materials or workmanship found defective within one year of final acceptance will be replaced at the Contractor's expense, promptly upon notification and to the satisfaction of the Engineer.

662-4.01 METHOD OF MEASUREMENT. This work will not be measured for payment.

**662-5.01 BASIS OF PAYMENT.** Payment will be made at the contract lump sum price for the completed and accepted job. This price will be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Pay Item	Pay Unit	
662(1) Utility Relocate	Lump Sum	

## **SECTION 705**

# **JOINT MATERIALS**

### 705-2.02 JOINT SEALER. Add the following:

Joint Sealant.

Compose a joint sealant of a rapid cure, 100 percent silicone, self-leveling, two-part formulation, and cold applied. Do not use acid cure sealants. Ensure the silicone sealant is compatible with the surface to which it is applied. Use a silicone sealant meeting the requirements as shown in Table 1.

Table 1
Rapid Cure, Silicone Joint Sealant

Part A as supplied:

TEST	LIMIT	TEST METHOD
Flow	Self Leveling	ASTM C 639 Type I
Extrusion Rate (grams/minute)	200-550	MIL-S-8802
Specific Gravity	1.25-1.34	ASTM D 972 Method A

Part B as supplied:

TEST	LIMIT	TEST METHOD
Flow	Self Leveling	ASTM C 639 Type I
Extrusion Rate (grams/minute)	180-550	MIL-S-8802
Specific Gravity	1.25-1.34	ASTM D 972 Method A

As installed at 25°C and 50% relative humidity

TEST	LIMIT	TEST METHOD
Nonvolatile Content (%, minimum)	93	ASTM D 2822
Skin-over Time at 77 °F (minutes, maximum)	20	MIL-S-8802
Elongation (1) (%, minimum)	600	ASTM D 3583 (2) (3)
Modulus (1) (psi, @100% elongation)	3-12	ASTM D 3583 (2) (3)

- (1) Cured 72 hours at 77±2 °F and 50±5% relative humidity
- (2) Section 14 modified pull rate (2 in minimum) and joint size
- (3) Joint size = .5 in x .5 in x 2 in

#### **SECTION 707**

### **METAL PIPE**

02/09/05 (H22)

707-2.01 CORRUGATED STEEL PIPE, PIPE ARCHES, AND UNDERDRAINS. <u>Add the following</u>: All seams on pipes manufactured with helical corrugations shall have a continuous weld extending from end to end of each length of pipe in conformance with AASHTO M 36. Seams shall be welded in such a manner that they develop 90% of the average ultimate strength of the base metal. A Referee Test shall be performed by an independent lab in accordance with AASHTO T 241 Section 4 during the quarter of the year in which the pipe is fabricated. A copy of the test results containing the information specified in Section 4.6 of AASHTO T 241 shall be furnished to the Engineer.

A Certification of Compliance conforming to the requirements of Subsection 106-1.05 shall be furnished based on quality control testing using AASHTO T 241.

No payment for stockpiled material or pipe installation shall be made prior to receipt of the certified test results.

A Supplier of welded helically corrugated pipe which qualifies for inclusion in the current publication of the Department's APPROVED PRODUCTS LIST is not required to perform the Referee Test or to provide the Certification of Compliance required above. The Supplier shall maintain quality control test results and provide them upon request.

#### **SECTION 716**

# STRUCTURAL STEEL

716-2.03 HIGH TENSILE STRENGTH BOLTS. Add the following:

Zinc Coated Load Indicating Washers

ASTM F959

716-2.07 GALVANIZED. Add the following: Hot dip galvanizing may be used in lieu of spray-metalizing.

#### **ELASTOMERIC PADS**

720-2.01 SCOPE. Elastomeric bearing pads used to support bridge girders and other structural members.

720-2.02 GENERAL REQUIREMENTS. Meet AASHTO M 251, with the following revisions:

**4.1 Properties of the Elastomer.** <u>Delete the first sentence and substitute the following:</u> Use elastomeric compound in the construction of the bearings containing only virgin natural polyisoprene (natural rubber) as the raw polymer. Do not use neoprene. Properties and requirements elsewhere in AASHTO M 251 pertaining solely to polychloroprene (neoprene) do not apply.

Use elastomer compound classified as low temperature Grade 5 and meeting the requirements of the Shear Modulus Test, paragraph 9.4.

## Amend Table 1 as follows:

Replace "25" with "50" in the row labeled "Ozone Resistance, Concentration of ozone during test".

Replace "48" with "100" in the row labeled "Ozone resistance, Duration of test".

Add the following paragraph: 5.5. Fabricate pads as indicated on the plans.

<u>Delete Section 724 in its entirety and substitute the following:</u> 02/09/05 (H88)

## **SECTION 724**

#### SEED

**724-2.01 DESCRIPTION.** This specification provides the requirements for grass seed, used to provide a living vegetative cover.

**724-2.02 MATERIALS.** Grasses of the type specified shall meet the applicable requirements as outlined by the State of Alaska Department of Natural Resources, Division of Agriculture, "Seed Regulations," latest edition. Seed shall meet or exceed the percentages of purity and germination as specified in Table 724-1. Grass seed shall be furnished in standard containers on which shall be shown the following information:

- (1) the common accepted name of the specie (kind) and cultivar (variety) of the seed;
- (2) the country or state where the seed was grown:
- (3) the total percentage by weight of pure seed;
- (4) the total percentage by weight of all weed seed:
- (5) the total percentage by weight of inert matter;
- (6) the total percentage by weight of other crop seed:
- (7) the name and approximate number per pound of each kind of restricted noxious weed seed;
- (8) the percentage of germination of the seed, together with the month and year the seed was tested;
- (9) the percentage of hard seed, if any is present;
- (10) the name and address of the person labeling the seed or selling, offering, or exposing the seed for sale within the state; and
- (11) the lot number or other lot identification.

If furnished as a premixed seed, the containers shall state that the seed is a mixture; the name of the species and cultivars of seed; and total percentage by weight of each specie of seed present in order of predominance; and the information listed above: (4), (5), (7), (8), (10) and (11).

Seed which contains any of the following prohibited noxious weeds will be rejected:

Bindweed, field (Convolvulus arvensis);
Fieldcress, Austrian (Rorippa austriaca);
Galensoga (Galensoga parviflora);
Hempnettle (Galeopsis tetrahit);
Horsenettle (Solanum carolinense);
Knapweed, Russian (Centaurea repens);
Lettuce, blue-flowering (Lactuca puichella);
Quackgrass (Agropyron repens);
Sowthistle, perennial (Sonchus arvensis);
Spurge, leafy (Euphorbia esula);
Thistle, Canada (Cirsium arvense); and
Whitetops and its varieties (Cardaria drabe, C. pubescens, Lepidium latifolium).

The following are restricted noxious weeds, with their maximum allowable tolerances:

Annual bluegrass (Poa annua), 90 seeds per pound;
Blue burr (Lappula echinatat), 18 seeds per pound;
Mustard (Brassica kaber, juncea), 36 seeds per pound;
Oats, wild (Avena fatua), 7 seeds per pound;
Plantain, buckhorn (Plantago sp.), 90 seeds per pound;
Radish (Raphanus raphanistrum), 27 seeds per pound;
Toadflax, yellow (Linaria vulgaris), 1 seed per pound;
Vetch, tufted (Vicia cracca), 2 seeds per pound; and
Wild Buckwheat (Polygonum convovulus), 2 seeds per pound.

The Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory. Seed that has not been tested within nine (9) months shall be rejected. The Contractor shall not remove tags from the seed containers. Seed containers that do not have tags shall be rejected. Discrepancies in the lot numbers listed on the statement to the lot numbers indicated on the tags of the seed containers shall be grounds for rejection. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected seed from the project premises.

# TABLE 724-1 SEEDING REQUIREMENTS

SPECIES (KIND)	CULTIVAR (VARIETY)	PERCENT PURITY	PERCENT GERMINATION	PURE LIVE SEED (PERCENT PURITY X PERCENT GERMINATION)
American Sloughgrass	Egan	90	80	72
Annual Ryegrass		85	80	68
Alpine Bluegrass	Gruening	90	90	81
Beach Wildrye	Benson, Reeve	95	40	38
Bering Hairgrass	Norcoast	95	75	71
Bluejoint	Sourdough	95	75	71
Brome	Manchar, Polar	90	80	72
Glaucous Bluegrass	Tundra	95	80	76
Kentucky Bluegrass	Merion, Nugget, Park	95	80	76
Perennial Ryegrass		85	80	68
Polargrass	Alyeska, Kenai	95	75	71
Red Fescue	Arctared, Boreal, Pennlawn	98	80	78
Timothy	Climax, Engmo	95	90	85
Tufted Hairgrass	Nortran	95	75	71
Wheatgrass	Wainwright	95	85	81

# **SECTION 725**

## **FERTILIZER**

02/09/05 (H91)

725-2.02 MATERIALS. <u>Add the following:</u> Fertilizer which has become wet, moldy or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected fertilizer from the project premises.

# **GEOSYNTHETICS**

02/09/05 (H99)

# 729-2.01 GEOTEXTILE, SEPARATION AND STABILIZATION.

- 1. <u>Separation</u>. <u>Add the following sentence:</u> Meet Class 2 Strength Property Requirements.
- 2. <u>Stabilization</u>. <u>Add the following sentence:</u> Meet Class 1 Strength Property Requirements.

# 729-2.02 GEOTEXTILE, SUBSURFACE DRAINAGE AND EROSION CONTROL.

- 1. <u>Subsurface Drainage</u>. <u>Add the following:</u> Geotextile for Subsurface Drainage will be non-woven and meet Class 2 Strength Property Requirements.
- 2. <u>Erosion Control</u> <u>Add the following:</u> Meet Class 1 Strength Property Requirements.