

ADDENDUM TO THE CONTRACT DOCUMENTS		PAGE NUMBER	NO. OF PAGES
		1	1
ADDENDUM NO.	DATE ADDENDUM ISSUED		
ONE	February 3, 1992		
ISSUING OFFICE	PREVIOUS ADDENDA ISSUED		
D. D. Dieckmeyer, Director Design and Construction Southeast Region Department of Transportation & Public Facilities P.O. Box 021467 Juneau, Alaska 99802-1467	None		
PROJECT	DATE AND HOUR OF BID OPENING		
Pelican Creek Bridge	February 27, 1992; 2:00 PM Prevailing Time		
PROJECT NO.			
70541/BR-0003 (21)			
<p>The Contract Documents for the above project are amended as follows (All Other Terms and Conditions Remain Unchanged):</p> <p>The Standard Modifications and Special Provisions are modified as follows:</p> <p><u>Section 107-1.11, Page 18, last paragraph:</u> Change the sentence (See stipulations one through three of ACMP) to read (See stipulations one through four of ACMP).</p> <p>Add pages 18v and 18x identified as Attachment No. 1 to this addendum.</p>			
<p>BIDDERS ARE REQUIRED TO ACKNOWLEDGE THIS ADDENDUM ON THE PROPOSAL OR BY FAX, PRIOR TO THE HOUR AND DATE SET FOR THE BID OPENING.</p>			

will notify the permit holder that the proposed amendment is subject to a 30 or 50-day review as provided under 6 AAC 50.110. Day 1 of the consistency review shall be the date when the coordinating agency circulates the proposed project amendment for review. If the commenting agencies do not anticipate the proposed amendment will result in significantly different effects and determine that the project amendment remains consistent with the ACMP, the coordinating agency will notify the permit holder that the amendment is incorporated into the original conclusive consistency determination for the project. However, stipulations included in the original conclusive consistency determination may be modified, deleted, or new stipulations added to ensure the amended project is consistent with the Alaska Coastal Management Program. If the permit holder does not agree to these modifications, the project is subject to the review elevation procedures provided under 6 AAC 50.

2. ACTUAL USE DIFFERS FROM THE APPROVED USE

Situation

This situation may occur where circumstances arise during the development of a project that make the originally intended use economically, physically, or environmentally untenable to the permit holder. For example, once a fill or pile-support structure is in place, a permit-holder may lease or sell it to the highest bidder regardless of the eventual use. In such cases, the permit holder is required to notify the state of the change before the change occurs and request a project amendment. However, if the permit holder fails to notify the state of the change and request a project amendment, the project is in violation of the conclusive consistency determination and associated permit requirements and subject to enforcement action.

Policy

If it is discovered that the actual use of a project is different from the originally-approved use, the permitting agency shall notify the permit holder of the permit violation. Enforcement action may be taken at the discretion of the permitting agency. In certain instances, as an option to enforcement, the permitting agency may recommend that the permit holder contact the coordinating agency to request an amendment to the project. If the permit holder requests an amendment to the project, the coordinating agency will initiate a maximum 15-day review by the resource agencies and affected coastal district(s) to determine if the effects of the proposed amended use are significantly

4. STANDARD LANGUAGE

To implement the policy guidance described above, the following language should be included in all conclusive consistency determinations sent to project applicants:

"If changes to the approved project are proposed prior to or during its siting, construction, or operation, you are required to contact this office immediately to determine if further review and approval of the revised project is necessary.

The state reserves the right to enforce compliance with this conclusive consistency determination if the project is changed in any significant way, or if the actual use differs from the approved use contained in the project description. If appropriate, the state may amend the state approvals listed in this conclusive consistency determination."

tg86111002kfg

TABLE OF CONTENTS

(Federal-Aid Highways)

1. <u>Invitation for Bids</u> (goldenrod)	25D-7	(7/89)
2. <u>Bid Notices</u> (green)		
Required Documents	25D-4A	(4/89)
EEO Bid Conditions	25A301	(5/85)
3. <u>Forms</u> (yellow)		
Contractor's Questionnaire	25D-8	(5/83)
Proposal and Non-Collusion Affidavit	25D-9	(2/83)
Bid Schedule		
Construction Contract	25D-10a	(11/83)
Payment Bond	25D-12	(9/84)
Performance Bond	25D-13	(9/84)
Bid Bond	25D-14	(7/89)
EEO-1 Certification	25A304	(1/86)
Contact Report	25A321A	(4/89)
DBE Utilization Report	25A325C	(4/89)
Summary of Good Faith Effort Documentation	25A332A	(4/89)
4. <u>Contract Provisions and Specifications</u> (white)		
Standard Modifications		
Special Provisions		
Required Contract Provisions, Federal-Aid Contracts	25D-55	(7/88)
5. <u>Federal Wage Rates</u> (pink)		
6. <u>State Wage Rates</u> (blue)		

INVITATION FOR BIDS
(Construction Contract)

Reference Project No.:
70541/BR-0003(21)

Date:
January 31, 1992

Name and Location of Project:
Pelican Creek Bridge
Pelican, Alaska

Department or Agency:

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Contracting Officer:
D.D. Dieckmeyer, Director, Design and Construction, Southeast Region

Issuing office:
Southeast Region, Design and Construction

Description of Work:
Replace an existing timber bridge with a concrete bridge on steel piling.

The Engineer's Estimate is (~~greater than, less than~~ between) \$250,000.00 and \$500,000.00

All work shall be completed in N/A Calendar Days, or by September 30, 1992

Sealed bids, in single copy for furnishing all labor, equipment and materials and performing all work for the above project are hereby invited. Bids will be opened publicly at 2:00 p.m. local time, in the second floor conference room, Room 230, Island Center Building, 802 Third Street, Douglas, Alaska on the 27th of February, 1992.

SUBMISSION OF BIDS

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

Bid for Project: <u>Pelican Creek Bridge</u>	State of Alaska
<u>Project No. 70541</u>	Department of Transportation & Public Facilities
<u>BR-0003(21)</u>	P. O. Box 747 Douglas, Alaska 99824

The above address is for bids only. Bids, amendments or withdrawals transmitted by mail must be received in the above specified post office box no later than 30 minutes prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received by the Contracts Officer, at 802 Third Street, Room 221, Island Center Building, Douglas, Alaska prior to the scheduled time of bid opening. Telefacsimile bid amendments must be addressed to the Contracts Officer. Telefacsimile number: (907) 364-4238

A proposal 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 proposal guaranty required for the project.)

The Department hereby notifies all bidders that it will affirmatively ensure 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.

NOTICE TO BIDDERS

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

Pelican Creek Bridge Replacement Foundation Report may be obtained from the Contracts Officer at P. O. Box 21467, Juneau, Alaska 99802 or call (907)364-4287.

Plans and Specifications may be obtained upon request from:

Contracts Officer
P. O. Box 021467
Juneau, Alaska 99802-1467

Phone: (907) 364-4287

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:

Barry Bergdoll
Chief of Construction

Phone: (907)789-6247

All questions concerning bidding procedures should be directed to:

Marcine Tune, Contracts Officer
Southeast Region, Design & Construction
P. O. Box 021467
Juneau, Alaska 99802-1467

Phone: (907) 364-4256

Other Information:

All firms to be used to meet DBE participation goals must have DOT&PF certification prior to contract award. Joint venture firms wishing to be counted toward DBE participation goals must also be certified.

Firms are certified for participation in specific categories of work. Contractors who propose to use DBEs to do work which is beyond the scope (size, location, work category) of their certification will be required to submit documentation regarding the ability of the DBE to perform within the guidelines for commercially useful function. It is strongly recommended that DBE firms request expansion of their certification prior to bid opening. Review of such a request will take from two to five weeks.

All applications or requests to expand certification should be submitted to:

Department of Transportation and Public Facilities
Civil Rights Office
P.O. Box 196900
Anchorage, AK 99519-6900

PHONE: 800-478-6236 (Statewide Toll-free)
907-266-1488 (Out of state)

**STANDARD MODIFICATIONS
AND
SPECIAL PROVISIONS**

**Project No. 70541
Pelican Creek Bridge
BR-0003(21)**



SECTION 101

DEFINITIONS AND TERMS

STANDARD MODIFICATION

101-1.27 HOLIDAYS. Delete items 2 and 3 and substitute the following:

2. Martin Luther King Jr.'s Birthday - Third Monday in January
3. Presidents' Day - Third Monday in February

05/07/91

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

STANDARD MODIFICATION

102-1.01 QUALIFICATION OF BIDDERS. Delete the second paragraph.
05/12/89

102-1.06 PREPARATION OF PROPOSAL. Add the following:

At certain bid openings a bidder may wish to submit bids on more work than he desires to have awarded to him. The bidder may indicate the total amount desired to be accepted and the Department will determine which of his low bids on these projects, up to the final total indicated, will be accepted. This limitation will only apply to those projects on which the bidder has added the following statement to the Proposal Form:

"We desire to disqualify all of our bids at this letting which exceed the total of \$_____ or ____ contracts and hereby authorize the Department to determine which bids shall be disqualified."

102-1.07 NON-RESPONSIVE PROPOSALS. Delete item 3. in its entirety and substitute the following:

3. If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award, except for a maximum limit on the total amount of awards acceptable to the bidder at any one bid letting, as provided in Subsection 102-1.06.

05/07/91

Add a new item, as follows:

7. If any of the unit prices bid are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Department.

05/12/89

102-1.12 ADDENDA REQUIREMENTS. In the second sentence, add "or telefacsimile" immediately following the word "telegram".
05/12/89

SECTION 103

AWARD AND EXECUTION OF CONTRACT

STANDARD MODIFICATION

103-1.01 CONSIDERATION OF PROPOSALS. Add the following: The apparent low bidder shall, within 5 working days following the bid opening, submit either a list of all firms with which the prime contractor intends to execute subcontracts for the performance of the contract or a statement that the bidder intends to perform the work without subcontractors. The list shall include the name, business address, Alaska business license number and contractor's registration number of each proposed subcontractor.

If the apparent low bidder fails to submit either a list of subcontractors or a statement that the bidder intends to perform the work without subcontractors, the apparent low bidder will be found not to be a responsible bidder and may be required to forfeit the bid security. The Department will then consider the next lowest bidder for the award of the contract.

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

A bidder who attempts to circumvent the requirements of this Subsection by listing as a subcontractor another contractor who, in turn, sublets the majority of the work required under the contract, violates this Subsection.

If a contract is awarded to a bidder who violates this Subsection, the Contracting Officer may:

1. cancel the contract without any damages accruing to the Department;
or
2. after notice and a hearing, assess a penalty on the bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.

A bidder may replace a listed subcontractor who:

1. fails to comply with AS 08.18;
2. files for bankruptcy or becomes insolvent;
3. fails to execute a contract with the bidder involving performance of the work for which the subcontractor was listed and the bidder acted in good faith;

4. fails to obtain bonding;
 5. fails to obtain insurance acceptable to the Department;
 6. fails to perform the contract with the bidder involving work for which the subcontractor was listed;
 7. must be replaced in order for the prime contractor to satisfy required State and/or Federal affirmative action requirements;
 8. refuses to agree or abide with the bidder's labor agreement; or
 9. is determined by the Contracting Officer not to be responsible.
- 05/12/89

SECTION 104

SCOPE OF WORK

STANDARD MODIFICATION

104-1.02 CHANGES. After the third paragraph add the following:

Before a Change Order or Supplemental Agreement is approved, the Contractor shall submit cost or pricing data regarding the changed or extra work. The Contractor shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra work.

05/12/89

STATEWIDE SPECIAL

104-1.02 CHANGES. Delete the first three paragraphs and substitute the following:

The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

04/13/89

104-1.03 DIFFERING SITE CONDITIONS. Delete in its entirety and substitute the following:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if he determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
04/13/89

SECTION 105

CONTROL OF WORK

STANDARD MODIFICATION

105-1.01 AUTHORITY OF THE ENGINEER. *Add the following:*

The Engineer may, at reasonable times, inspect that part of the plant or place of business of the Contractor or subcontractor that is related to the performance of the contract.

The Engineer may audit the books and records of the contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract, including cost or pricing data submitted under subsection 104-1.02. Books and records that relate to the performance of the contract shall be maintained by the Contractor for a period of three years after the date of final payment under the prime contract and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Contracting Officer.

05/12/89

105-1.12 LOAD RESTRICTIONS. *Delete the first paragraph and substitute the following:* The Contractor shall comply with all restrictions as set forth in the "Administrative Permit Manual", and Title 17, Chapter 25, of the Alaska Administrative Code for vehicles traveling with the general public, unless otherwise allowed by an approved Traffic Control Plan.

05/07/91

Add the following: The posted weight limit on the Pelican Boardwalk is 6 tons. The maximum weight that can be carried over the Pelican Boardwalk under controlled conditions of very low speed and no acceleration or braking is 12,000 pounds on a single axle and 17,000 pounds on a tandem axle.

The maximum weight allowable on the Pelican Creek Bridge is 3,000 pounds on a single axle and 4,500 pounds on a tandem axle.

105-1.15 PROJECT COMPLETION. *In the third paragraph, insert the following immediately after " maintenance responsibilities":*

" , with the exception of further requirements as specified under Subsection 618-3.04, Maintenance of Seeded Areas,"

05/12/89

105-1.17 CLAIMS FOR ADJUSTMENT AND DISPUTES. *Add the following, after the ninth paragraph:*

The Contractor shall certify that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested

accurately reflects the contract adjustment for which the Contractor believes the Department is liable.
05/12/89

SECTION 106

CONTROL OF MATERIAL

STATEWIDE SPECIAL

106-1.01 Source of Supply and Quality Requirements. Add the following:

All steel products which are to be incorporated into the work shall be produced in the United States except that minor amounts of steel products of foreign manufacture may be used provided the aggregate cost of such does not exceed one tenth of one percent (0.1 percent) of the total contract cost, or \$2500, whichever is greater.

A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel products into the project.

11/09/84

106-1.02 LOCAL MATERIAL SOURCES. Add the following after the first paragraph:

The Contractor shall provide and maintain a process control system that will provide reasonable assurance that all materials submitted for acceptance conform to the contract requirements whether processed by the Contractor or subcontractors.

Sampling and testing of materials for process control of aggregate crushing, blending, screening and stockpiling and for production of paving mixtures, etc., shall be the responsibility of the Contractor.

A process control plan shall be developed by the Contractor and submitted to the Engineer for approval prior to production. The process control plan shall include, for each item being produced, the methods to be used for sampling and testing and the proposed testing frequency. The Contractor's process control tests shall be documented and shall be available for review by the Engineer. All tests shall be made in accordance with the applicable test methods specified in the contract. Process control shall not be measured for payment but will be a subsidiary obligation of the Contractor.

Delete the first paragraph under 2. and substitute the following:

The Department has the exclusive right and responsibility for determining the acceptability of the construction and materials incorporated therein. Acceptance testing by the Department is not to be considered as a replacement for process control testing by the Contractor. When the Contractor is not providing adequate process control testing in his own behalf, the Engineer may refuse to carry out resampling and testing of materials which have been shown to be unacceptable by standard acceptance testing procedures. The Engineer may also refuse to resample and test unacceptable materials until and unless corrective action has been taken by the Contractor.

Approval of the Contractor's process control plan or of materials tested prior to incorporation into the work shall in no way obligate the Department to accept unacceptable materials. All materials used are subject to inspection, testing or rejection at any time prior to final acceptance of the completed work.

08/01/88

106-1.02 LOCAL MATERIAL SOURCES.

1. General. Add the following to the first paragraph:

If blend material is required to produce the specified product, it will be considered a subsidiary obligation and no separate payment will be made.

02/07/89

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

STATEWIDE SPECIAL

107-1.01 Laws to be Observed. Add the following: Specific Equal Employment Opportunity Responsibilities of Federal-Aid Construction Contractors.

1 General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form 25D-55) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and/or on-the-job training.

3. Equal Employment Opportunity Officer

The contractor will designate and make known to the State highway agency contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
 - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notice or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenue of appeal.

7. Training and Promotion

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts in incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies to the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) the number of minority and nonminority group members and women employed in each work classification on the project,
 - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

- (4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish State of Alaska Form 25A312.

(04/08/83)

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. *Add the following:* The Contractor shall report immediately to the Engineer any hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project. Also report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery. Hazardous materials include, but are not limited to, petroleum products, oils, solvents, paints, and chemicals that are toxic, corrosive, explosive, or flammable.

05/07/91

All land and vegetation affected by the Contractor's operations shall be restored to the condition and appearance existing prior to commencement of this contract.

SPECIAL PROVISION

Add the following: In-stream work at Pelican Creek shall be accomplished between May 15 and July 31. In-stream work is defined as any activities below Mean High Water (MHW) and/or Ordinary High Water (OHW).

Use of tide lands for access of equipment, materials and disposal of the old bridge shall avoid vegetated areas by use of existing trails and/or unvegetated areas unless directed by the Engineer.

During all phases of construction and access to the work site, disturbance to wetlands, stream and streambanks shall be kept to a minimum by use of mats and appropriate Best Management Practices (BMP's). The Contractor shall restore wetlands, tide lands, stream bottom and streambanks to their preconstruction contours and conditions.

Construction of this project has been found consistent with the Alaska Coastal Management Program (ACMP) subject to the following conditions:

1. Fueling or equipment maintenance shall not occur within Pelican Creek or any tidal areas which could affect the creek. Adequate fuel spill cleanup materials shall be onsite.
2. No equipment shall be operated in the stream on the northeast (upstream) side of the bridge.
3. All in-stream work shall be accomplished between May 15 and July 31.
4. Boundaries for equipment access to the stream shall be staked onsite and approved onsite by state resource agencies. The in stream work area shall not exceed 50' downstream from the face of the new bridge. (Note: The title sheet of the plans identifies a "possible off-loading site" and "approximate work limits").
5. Access across tidelands and staging or work areas shall be located and operated to minimize impacts to productive habitats.
6. Wetlands shall be avoided wherever possible at all stages of the project including equipment operations and material storage. If wetlands are unavoidable, mats will be placed prior to any equipment operations or wetland disturbance and mats shall be removed after completion.
7. All stockpiling of new and salvaged materials shall be on an upland site.

Construction of the project is authorized by the U.S. Army Corps of Engineers Nationwide Permit 23 subject to the following conditions:

1. All work being confined to tidal and stream flow periods sufficiently low as to avoid flooding or inundation of the project work area.
2. All inwater construction activities being limited to the time period May 15 to July 31.

Construction of this project is authorized by the Alaska Department of Fish and Game subject to the following Title 16 Permit stipulations:

(See stipulations one through three of ACMP)

The permits which allow construction of the Pelican Creek bridge are included in this specification as Special Provisions pages 18a through 18x. The Contractor shall abide by all permit stipulations.

MEMORANDUM STATE OF ALASKA

DEPARTMENT OF FISH AND GAME

TO: William F. Ballard
Regional Environmental
Coordinator
DOT/PF

DATE: January 29, 1992

FILE NO: FG-91-I(S)-02

THRU:

TELEPHONE NO: 465-4290

SUBJECT: Permit
Modification

FROM: Ron Somerville
Deputy Commissioner

BY: Richard D. Reed *RDR*
Regional Supervisor
Habitat Division

This is in response to your January 23, 1992 request to modify Stipulation 4 of the Fish Habitat Permit (FG-91-I(S)-02) issued to your agency to cover the replacement of the Pelican Creek bridge.

As I indicated in our discussions of the requested modification, we still believe that working out the boundaries of the work area in the field would be the more appropriate approach. However, since you must have the work area delineated at this time, we will agree to your request with the change that the work area will be limited to fifty feet downstream of the new bridge, not sixty as you requested.

Stipulation 4 of Fish Habitat Permit FG-91-I(S)-02 is modified to read as follows: "4. Boundaries for equipment access to the stream shall be staked on site and approved on site by State resource agencies. The instream work area shall not exceed 50 feet downstream from the face of the new bridge."

All other stipulations and conditions of the permit remain unchanged.

cc: Carrie Sykes, DGC
Sue Warner, ADEC
Bob Palmer, ADNR
Dave Hardy, ADFG
Rich Gutleber, COE

cc: Jack Beedle - Fax
Ira Rosen
Steve Bradford - Fax

1-29-92
②

STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

ALASKA DEPARTMENT OF FISH AND GAME

304 LAKE STREET, ROOM 103
SITKA, ALASKA 99835-7563

Tel. 907-747-5320

January 14, 1992

PRE ENG.	A	B	C	CHIEF	ENV. SUP.
DESIGN	DESIGN				
CONSTRUCTION	CONSTRUCTION				
SUP.	SUP.				
ENV.	ENV.				
MANAGER	MANAGER				
ENV. MANAGER	ENV. MANAGER				
ENV. MANAGER	ENV. MANAGER				

FG 91-0000-02

ADOT/PF
 SE Region, Design and Construction
 Attention: William F. Ballard
 Regional Environmental Coordinator
 Box 1467
 Juneau, Alaska 99802

Dear Mr. Ballard :

RE: Bridge Replacement - Pelican Creek (Stream No. 113-95-10030)
 (Section 20, T. 45 S., R. 47 E., C.R.M.)

Pursuant to AS16.05.870 (b), the Alaska Department of Fish and Game (ADF&G) has reviewed your proposal to remove the existing 178' bridge and install a new bridge at the referenced location.

Pelican Creek has been specified as being important for the migration and spawning of anadromous fish pursuant to AS16.05.870 (a). The bridge site is in the upper intertidal area and is used by predominantly pink salmon for spawning and incubation. Pink salmon enter the system to spawn in early August and lay their eggs at the bridge site in August and September. Eggs hatch in early to mid-winter and the alevins then swim down into the gravels to rear. In late winter/early spring the alevins swim up out of the gravel and migrate to the ocean. Most fry enter salt water by the end of May. Instream equipment operation and bridge removal and installation during the spawning to incubating stages would jeopardize egg to fry survival.

In accordance with AS16.05.870 (d), approval is hereby given subject to the following stipulations:

1. Fueling or equipment maintenance shall not occur within Pelican Creek or any tidal areas which could affect the creek. Adequate fuel spill cleanup materials shall be onsite.
2. No equipment shall be operated in the stream on the northeast (upstream) side of the bridge.
3. All work instream shall be accomplished between May 15 and July 31.

4. Boundaries for equipment access to the stream and operation of equipment in the stream shall be staked onsite and approved onsite by State resource agencies. Equipment may not be operated in the stream outside the staked limits.

In addition, the following stipulations were adopted pursuant to 6 AAC 50 (Project Consistency with the Alaska Coastal Management Program -ACMP) and are necessary to ensure that your project is consistent with the ACMP.

1. Access across the tidelands and staging or work areas shall be located and operated to minimize impacts to productive habitats.
2. Wetlands shall be avoided whenever possible at all stages of the project including equipment operation and material storage. If wetlands are unavoidable, mats will be placed prior to any equipment operation or wetlands disturbance and mats shall be removed after use.
3. All stockpiling of new and salvage materials shall be on an upland site.

This letter constitutes a permit issued under the authority of AS 16.05.870.

This permit must be retained on site during construction and expires on 12/31/92. Please be advised that this approval does not relieve you of the responsibility for securing other permits: state, federal, or local. You are encouraged to contact the Juneau Permit Information and Referral Center at 465-2615 if you are in doubt as to the need for obtaining other permits.

Pursuant to 6 AAC 80.010 (b) the conditions of this permit are consistent with the standards of the Alaska Coastal Management Program and the Pelican Coastal District Plan.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations.

The ADF&G reserves the right to require mitigation measures to correct disruption of fish and game created by the project and which were a direct result of the failure to comply with this permit or any applicable law.

The recipient of this permit (permittee) shall indemnify, save harmless, and defend the Department, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from permitted

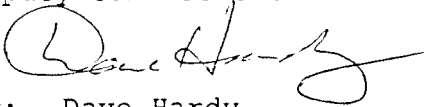
January 14, 1992

activities of the permittee's performance under this permit. However, this provision has no effect, if, but only if, the sole proximate cause of the injury is the Department's negligence.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330 -- 44.62.630.

Sincerely,

Ronald J. Somerville
Deputy Commissioner



By: Dave Hardy
Area Biologist
Habitat Division
(907) 747-5828

cc: Rick Reed
Rich Gutleber
Bob DeJong

Carrie Sykes
Joe Chiarella
Ron Josephson

Bob Palmer
Sue Warner
Art Schmidt

cc: *Ira Rosen*
Jack Beetle
Bill Blackburn



REPLY TO
ATTENTION OF:

Regulatory Branch
Enforcement Section
D-910713

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
P.O. BOX 898
ANCHORAGE, ALASKA 99506-0898
December 17, 1991

ENGR.	A	B	C	CHIEF	ENGR. SUP.
	DESIGN				JH
	REVISION				YM
	DEC 20 1991				DD
					PS
	C. R. MCKILLON				
	ENGR. MANAGER				

Mr. Bill Ballard
Alaska Department of Transportation
and Public Facilities
Post Office Box 021467
Juneau, Alaska 99802-1467

Dear Mr. Ballard:

This is in regard to your December 10, 1991, correspondence requesting Department of the Army (DA) concurrence for purposes of the nationwide permit listed at 33 CFR 330.5(a)(23), for the proposed bridge replacement at Pelican Creek, section 20, T. 45 S., R. 57 E., Copper River Meridian, near Pelican, Alaska. (USGS Quadrangle Sitka D-7).

We have reviewed the plans submitted for the project, along with the environmental analysis and project coordination correspondence, and have determined that the proposed work is authorized under DA Nationwide Permit (NWP) 23, which authorizes activities, work, and discharges undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another federal agency or department where that agency or department has determined, pursuant to the CEQ Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act that the activity, work, or discharge is categorically excluded from environmental documentation because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment, and the Office of the Chief of Engineers has been furnished notice of the agency or department's application for the categorical exclusion and concurs with the determination.

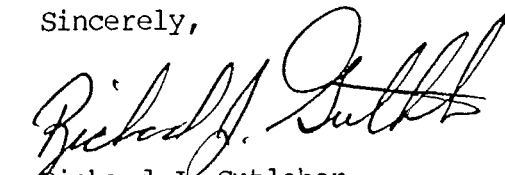
Accordingly, the proposed work may be conducted under the authority of the above NWP provided work conforms to the conditions and management practices presented on Enclosures 1 and 2. Enclosure 1 is a list of conditions and management practices for NWPs. Enclosure 2 is a list of regional conditions for various NWPs in Alaska. Please note that regional conditions G and H apply to this NWP. In addition, as was discussed with and agreed to by Ms. Phyllis Lewis of your agency, this concurrence is contingent upon (1); all work being confined to tidal and stream flow periods sufficiently low as to avoid flooding or inundation of the project work area, and (2); all in-water construction activities being limited to the time period of May 15 - July 31.

This verification will be valid until the nationwide permits are modified, reissued, or revoked. All the NWPs are scheduled to be modified, reissued or revoked prior to January 13, 1992. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice announcing the changes when they occur. Furthermore, if you commence or under contract to commence this activity before the date the NWP is modified or revoked, you will have twelve months from the date of the modification or revocation to complete the activity under the present terms and conditions of this NWP.

Nothing in this letter shall be construed as excusing you from compliance with other Federal, State or local statutes, ordinances or regulations which may affect this work. A copy of this letter is being sent to the agencies on the enclosed list for informational purposes.

Please refer to your file number D-910713 in any further correspondence. Should you have any questions regarding the above, please contact Mr. Ralph Thompson, Juneau Regulatory Field Officer, at the above address, by telephone at (907) 753-2712, or toll free in Alaska at (800) 478-2712. Mr. Thompson may be reached in Juneau at (907) 463-4661.

Sincerely,



Richard J. Gutleber
Southern Unit Leader
Enforcement Section

Enclosures

Copy Furnished:

Mr. Nevin D. Holmberg, Field Supervisor
Southeast Alaska Ecological Services
U.S. Fish and Wildlife Service
Post Office Box 1287
Juneau, Alaska 99802

Environmental Assessment Division
National Marine Fisheries Service
Post Office 21668
Juneau, Alaska 99802-1668

Mr. Dan Robison, Jr.
Environmental Protection Agency
222 West 7th Avenue, No. 19
Anchorage, Alaska 99513-7588

Alaska Department of Environmental
Conservation
Post Office Box 2420
Juneau, Alaska 99803

Richard Reed, Regional Habitat Protection Supervisor
Alaska Department of Fish and Game
Post Office Box 20
Juneau, Alaska 99824-0020

Alaska Department of Natural
Resources
Southeast Regional Office
400 Willoughby Avenue, Suite 400
Juneau, Alaska 99811-1724

Office of Management and Budget
Division of Governmental Coordination
Post Office Box AW (MS 0165), Suite 101
Juneau, Alaska 99811-0165

cc: Gra -12-23-91

NATIONWIDE PERMIT SPECIAL CONDITIONS AND MANAGEMENT PRACTICES

Special Conditions

These special conditions must be followed in order for the nationwide permits to be valid.

- (1) That any discharge of dredged or fill material will not occur in the proximity of a public water supply intake;
- (2) That any discharge of dredged or fill material will not occur in areas of concentrated shellfish production unless the discharge is directly related to a shellfish harvesting activity authorized by 33 CFR 330.5(a)(4);
- (3) That the activity will not jeopardize a threatened or endangered species as identified under the Endangered Species Act (ESA), or destroy or adversely modify the critical habitat of such species. In the case of Federal agencies, it is the agencies' responsibility to comply with the requirements of the ESA. If the activity may adversely affect any listed species or critical habitat, the District Engineer (DE) must initiate Section 7 consultation in accordance with the ESA. In such cases, the DE may: (i) initiate Section 7 consultation and then, upon completion, authorize the activity under the Nationwide permit (NWP) by adding, if appropriate, activity specific conditions, or (ii) prior to or concurrent with Section 7 consultation he may recommend discretionary authority (see 33 CFR 330.8) or use modification, suspension, or revocation procedures (see 33 CFR 325.7);
- (4) That the activity shall not significantly disrupt the movement of those species of aquatic life indigenous to the waterbody (unless the primary purpose of the fill is to impound water);
- (5) That any discharge of dredged or fill material shall consist of suitable material free from toxic pollutants (see Section 307 of the Clean Water Act) in toxic amounts;
- (6) That any structure or fill authorized shall be properly maintained;
- (7) That the activity will not occur in a component of the National Wild and Scenic River System; nor in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status;
- (8) That the activity shall not cause an unacceptable interference with navigation;

(9) That, if the activity may adversely affect historic properties which the National Park Service has listed on, or determined eligible for listing on, the National Register of Historic Places, the permittee will notify the DE. If the DE determines that such historic properties may be adversely affected, he will provide the Advisory Council on Historic Preservation an opportunity to comment on the effects on such historic properties or he will consider modification, suspension, or revocation in accordance with 33 CFR 325.7. Furthermore, that, if the permittee before or during prosecution of the work authorized, encounters a historic property that has not been listed or determined eligible for listing on the National Register, but which may be eligible for listing in the National Register, he shall immediately notify the DE;

(10) That the construction or operation of the activity will not impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights;

(11) That in certain states, an individual state water quality certification must be obtained or waived (Water quality certifications have been issued for all NWP's in the State of Alaska.);

(12) That in certain states an individual state coastal zone management consistency concurrence must be obtained or waived (Coastal zone management consistency concurrence has been obtained for all NWP's in the State of Alaska.);

(13) That the activity will comply with regional conditions which may have been added by the Division Engineer [Note regional condition(s) mentioned in letter, if any, and refer to enclosed list of regional conditions.]; and

(14) That the management practices listed in 33 CFR 330.6 shall be followed to the maximum extent practicable. (Management practices on enclosed list.)

Management Practices

In addition to the (enclosed) Nationwide conditions, specified in 33 CFR 330.5, the following management practices shall be followed, to the maximum extent practicable, in order to minimize the adverse effects of these discharges on the aquatic environment. Failure to comply with these practices may be cause for the District Engineer to recommend, or the Division Engineer to take, discretionary authority to regulate the activity on an individual or regional basis pursuant to 33 CFR 330.8.

- (1) Discharges of dredged or fill material into waters of the United States shall be avoided or minimized through the use of other practical alternatives.
- (2) Discharges in spawning areas during spawning seasons shall be avoided.
- (3) Discharges shall not restrict or impede the movement of aquatic species indigenous to the waters or the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).
- (4) If the discharge creates an impoundment of water, adverse impacts on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow, shall be minimized.
- (5) Discharges in wetlands areas shall be avoided.
- (6) Heavy equipment working in wetlands shall be placed on mats.
- (7) Discharges into breeding areas for migratory waterfowl shall be avoided.
- (8) All temporary fills shall be removed in their entirety.

NATIONWIDE PERMIT REGIONAL CONDITIONS

REGIONAL CONDITION A: Fills for access roads, pads, airstrips, field camps and other major support facilities are not authorized by this Nationwide permit (NWP) under the definition of "seismic exploratory operations". Survey activities are subject to surface management regulations of the Department of Natural Resources and/or the Minerals Management Service and those mitigating measures pertaining to State and Federal oil and gas lease sales. This REGIONAL CONDITION is applicable to NWP (6).

REGIONAL CONDITION B: Placement of causeways, gravel islands, pipelines and other support structures in State waters, or in waters of judicially disputed ownership, are not authorized under this NWP. This REGIONAL CONDITION is applicable to NWP (8).

REGIONAL CONDITION C: Placement of structures or materials related to the construction of new small boat harbors are not authorized under this NWP. This REGIONAL CONDITION is applicable to NWP (9).

REGIONAL CONDITION D: Revegetation of backfilled material or alternative stabilization techniques are required to minimize erosion. This REGIONAL CONDITION is applicable to NWP (12). Erosion control activities are limited by NWPs (13), (18) and (19).

REGIONAL CONDITION E: Timing, siting, road access, design and construction methods for utility lines are subject to authorizations of Federal and State agencies with Regulatory responsibility for such projects. This REGIONAL CONDITION is applicable to NWP (12).

REGIONAL CONDITION F: A minor road crossing fill is further defined as involving a total discharge of less than 200 cubic yards of fill material below the plane of ordinary high water and into adjacent wetlands. This REGIONAL CONDITION is applicable to NWP (14).

REGIONAL CONDITION G: This NWP applies provided that the Federal agency or department has received concurrence from the Alaska Department of Environmental Conservation and the Alaska Division of Governmental Coordination that the category of the project or specific activity proposed will have no more than minor effects on water quality. In the absence of State concurrence, the Federal agency or department will need an individual permit under standard permit processing procedures. This REGIONAL CONDITION is applicable to NWP (23).

REGIONAL CONDITION H: Work in a designated anadromous fish streams is subject to authorization from the Alaska Department of Fish and Game. (This REGIONAL CONDITION is applicable to NWPs (3), (13), (14), (18), (19), (21), (22), (23), (25) and (26)).

STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

OFFICE OF THE GOVERNOR

OFFICE OF MANAGEMENT AND BUDGET DIVISION OF GOVERNMENTAL COORDINATION

SOUTHCENTRAL REGIONAL OFFICE

3601 "C" Street
SUITE 370
ANCHORAGE, ALASKA 99503-2798
PHONE: (907) 561-6131
FAX: (907) 561-6134

CENTRAL OFFICE

P.O. BOX AW
JUNEAU, ALASKA 99811-0165
PHONE: (907) 465-3562
FAX: (907) 465-3075

NORTHERN REGIONAL OFFICE

675 SEVENTH AVENUE
STATION H
FAIRBANKS, ALASKA 99701-4596
PHONE: (907) 451-2818
FAX: (907) 451-2814

January 8, 1992

Revised January 29, 1992

Ms. Phyllis Lewis
Alaska Department of Transportation
and Public Facilities
P.O. Box 021467
Juneau, AK 99802-1467

Dear Ms. *Phyllis* Lewis:

SUBJECT: PELICAN CREEK BRIDGE REPLACEMENT
STATE I.D. NO. AK911107-06J
CONCLUSIVE CONSISTENCY DETERMINATION

The Division of Governmental Coordination (DGC) has completed the review of the Department of Transportation and Public Facilities' (DOTPF) project for consistency with the Alaska Coastal Management Program (ACMP). This DOTPF project is being done in cooperation with the Federal Highway Administration.

The project is to replace the existing 170' Pelican Creek Bridge (#1491) which is located across an anadromous fish stream adjacent to a productive estuary and tideflat at T. 45 S., R. 57 E., Section 20, C.R.M. The existing timber structure, which is founded on timber posts and pilings, will be replaced with a 178' structure comprised of a concrete deck supported by Double-T girders and steel H-piles with precast caps. The proposed structure will be slightly skewed to the alignment of the existing structure, but will generally occupy the same location.

Regarding access to the site, DOTPF has indicated that if materials and equipment are offloaded onto the tidelands from a barge, the following would apply: (1) placement of fill or temporary construction of offloading facilities would not be allowed; (2) transportation from the barge to the staging area and job site would utilize existing trails (if possible) and if it is not practicable to use existing trails, access routes would be staked and flagged in the

area along the west of the roadway; (3) no equipment or materials would be transported outside the flagged areas; and (4) no material would be skidded on the tideflats. The State agencies have recommended that equipment access to the work site be via the unvegetated northern route.

Use of a barge or float which grounds in the stream as the principal means of access and construction is not authorized by this consistency determination. However, such use may be allowed but will require that the contractor submit specific plans to DGC for review as per the Project Alteration Policy (enclosed).

DOTPF has indicated that the old bridge would be salvaged and proposes that the contractor dispose of the old bridge as follows: (1) All salvageable portions of the existing bridge would be stockpiled on uplands adjacent to the City of Pelican's shop; (2) creosoted piling, sills, and foundation posts shall be removed and disposed of at an approved disposal site, per State and federal regulations. (Solid wastes may be transported to an existing, permitted solid waste disposal site, or the applicant may apply for permits to develop a disposal site.); and (3) transport of the bridge would probably be via the boardwalk depending on load restrictions and possible contractor options. If other options available to the contractor are proposed, they may be subject to further ACMP review as explained in the last part of this letter.

This consistency determination, developed under 6 AAC 50, applies to the following State authorizations as per 6 AAC 50:

Department of Fish and Game (DFG)
Fish Habitat Permit

Department of Natural Resources (DNR)
Right-of-Way Permit No. ADL 105638

The project qualifies for a categorical exclusion under 23 CFR 771.117(d)(3) (NEPA). During the review process, debate occurred regarding the project's qualification for a Corps of Engineers (COE) nationwide permit and as a result meetings have been held to discuss potential water quality impacts and whether or not the project would have no more than minor effects on water quality. After a meeting held on November 6, 1991 with DEC and DOTPF, DEC concluded that the project qualifies for Nationwide Permit No. 23. The COE has also subsequently determined, in their letter dated December 17, 1991, that the project work is authorized under Nationwide Permit No. 23.

According to DOTPF Standard Specifications for Highway Construction, Section 108-1.03, a preconstruction meeting will be held. The State resource agencies will be notified of the meeting for their participation in discussions regarding: (1) staging and access; (2) erosion

control and revegetation; (3) oil spill prevention and fueling plans; (4) plan of work to include how the instream activity will occur; and (5) where and how the old bridge will be removed.

The new information regarding instream activities and pollution will be evaluated, as per the Project Alteration Policy, to determine if further ACMP review is necessary. This process could lead to a revised consistency determination and associated DFG fish habitat permit.

Based on the review of your project by the Alaska Departments of Natural Resources, Environmental Conservation, and Fish and Game, and the Pelican Coastal District, the State concurs with your certification that the project is consistent with the ACMP provided the following conditions are met. These conditions will appear as stipulations on the permit noted:

DFG Fish Habitat Permit:

1. Fueling or equipment maintenance shall not occur within Pelican Creek or any tidal areas which could affect the creek. Adequate fuel spill cleanup materials shall be onsite.
2. No equipment shall be operated in the stream on the northeast (upstream) side of the bridge.
3. All work instream shall be accomplished between May 15 and July 31.

Stipulations 1 through 3 are necessary to reduce the potential for pollution, reduce the area of instream activity and disturbance, and ensure that instream activities are conducted at a time which minimize the project's adverse effects on migratory salmon which spawn at the project site as per 6 AAC 80.130, HABITATS.

4. Boundaries for equipment access to the stream shall be staked onsite and approved onsite by State resource agencies. The instream work area shall not exceed 50' downstream from the face of the new bridge.

Stipulation 4 is needed to reduce the area of disturbance and instream activity as per 6 AAC 80.130, HABITATS.

DNR Right-of-Way Permit:

5. Access across the tidelands and staging or work areas shall be located and operated to minimize impacts to productive habitats.

6. Wetlands shall be avoided whenever possible at all stages of the project including equipment operation and material storage. If wetlands are unavoidable, mats will be placed prior to any equipment operation or wetlands disturbance and mats shall be removed after use.

Stipulations 5 and 6 are needed to reduce the area of disturbance, limit access routes, and minimize equipment impacts to wetlands and tideflats as per 6 AAC 80.130, HABITATS.

7. All stockpiling of new and salvage materials shall be on an upland site.

This stipulation is necessary to protect water quality by preventing sedimentation or the introduction of toxins into the water as per 6 AAC 80.140, AIR, LAND, AND WATER QUALITY.

If changes to the approved project are proposed prior to or during its siting, construction, or operation, you are required to contact this office immediately to determine if further review and approval of the revised project is necessary, per the Project Alteration Policy.

The State reserves the right to enforce compliance with the conclusive consistency determination if the project is changed in any significant way, or if the actual use differs from the approved use contained in the project description. If appropriate, the State may amend the State approvals listed in this conclusive consistency determination.

Please be advised that although the State has found your project consistent with the ACMP, based on your project description and any stipulations contained herein, you are still required to meet all applicable State and federal laws and regulations. Your consistency determination may include reference to specific laws and regulations, but this in no way precludes your responsibility to comply with other applicable laws and regulations.

It has also been brought to our attention that a DNR land use permit may be necessary for use of State-owned uplands for a staging area. DOTPF has indicated that the contract will be written to require the contractor obtain all permits necessary for any access route and staging area. You may not proceed with any site specific land use activity on the subject State lands until so authorized by DNR. This consistency determination does not obligate the Department of Natural Resources (DNR) to enter into an authorization under AS 38, nor does it supersede the statutory obligations thereunder.

Ms. Phyllis Lewis

- 5-

January 8, 1992
Revised January 29, 1992

Thank you for your cooperation with the ACMP.

Sincerely,



Carrie Sykes
Project Review Coordinator

cc: Susan Warner, DEC, Juneau
Dave Hardy, DFG, Sitka
Elizaveta Shadura, DNR, Juneau
Ron Schonenbach, DNR, Juneau
Chris Landis, DNR, Juneau
Bob Palmer, DNR, Juneau
Richard Gutleber, COE, Anchorage
Joseph Chiarella, USFS, Hoonah

A:\PBRIDGE

STATE OF ALASKA
DIVISION OF GOVERNMENTAL COORDINATION
STANDARDS OF THE
ALASKA COASTAL MANAGEMENT PROGRAM

Standard(s): 6 AAC 80.130. HABITATS. (a) Habitats in the coastal area which are subject to the Alaska coastal management program include:

- (1) offshore areas;
- (2) estuaries;
- (3) wetlands and tideflats;
- (4) rocky islands and seacliffs;
- (5) barrier islands and lagoons;
- (6) exposed high energy coasts;
- (7) rivers, streams, and lakes; and
- (8) important upland habitat.

(b) The habitats contained in (a) of this section must be managed so as to maintain or enhance the biological, physical, and chemical characteristics of the habitat which contribute to its capacity to support living resources.

(c) In addition to the standard contained in (b) of this section, the following standards apply to the management of the following habitats:

(1) offshore areas must be managed as a fisheries conservation zone so as to maintain or enhance the state's sport, commercial, and subsistence fishery;

(2) estuaries must be managed so as to assure adequate water flow, natural circulation patterns, nutrients, and oxygen levels, and avoid the discharge of toxic wastes, silt, and destruction of productive habitat;

(3) wetlands and tideflats must be managed so as to assure adequate water flow, nutrients, and oxygen levels and avoid adverse effects on natural drainage patterns, the destruction of important habitat, and the discharge of toxic substances;

(4) rocky islands and seacliffs must be managed so as to avoid the harassment of wildlife, destruction of important habitat, and the introduction of competing or destructive species and predators;

(5) barrier islands and lagoons must be managed so as to maintain adequate flows of sediments, detritus, and water, avoid the alteration or redirection of wave energy which would lead to the filling in of lagoons or the erosion of barrier islands, and discourage activities which would decrease the use of barrier islands by coastal species, including polar bears and nesting birds;

(6) high energy coasts must be managed by assuring the adequate mix and transport of sediments and nutrients and avoiding redirection of transport processes and wave energy; and

(7) rivers, streams, and lakes must be managed to protect natural vegetation, water quality, important fish or wildlife habitat and natural water flow.

(d) Uses and activities in the coastal area which will not conform to the standards contained in (b) and (c) of this section may be allowed by the district or appropriate state agency if the following are established:

(1) there is a significant public need for the proposed use or activity;

(2) there is no feasible prudent alternative to meet the public need for the proposed use or activity which would conform to the standards contained in (b) and (c) of this section; and

(3) all feasible and prudent steps to maximize conformance with the standards contained in (b) and (c) of this section will be taken.

(e) In applying this section, districts and state agencies may use appropriate expertise, including regional programs referred to in sec. 30(b) of this chapter.

Authority: AS 44.19.893
AS 46.40.040

STATE OF ALASKA
DIVISION OF GOVERNMENTAL COORDINATION
STANDARDS OF THE
ALASKA COASTAL MANAGEMENT PROGRAM

Standard(s): 6 AAC 80.140. AIR, LAND, AND WATER QUALITY.
Notwithstanding any other provision of this chapter, the statutes pertaining to and the regulations and procedures of the Alaska Department of Environmental Conservation with respect to the protection of air, land, and water quality are incorporated into the Alaska coastal management program and, as administered by that agency, constitute the components of the coastal management program with respect to those purposes.

Authority: AS 44.19.893
AS 46.40.040

MEMORANDUM

State of Alaska

to: Agency Project Reviewers

DATE December 9, 1986

FILE NO: vh36120901kfg

TELEPHONE NO: 465-3562

FROM: Robert L. Grogan *RLG*
Director
Division of Governmental
Coordination

SUBJECT: Project Alteration
Policy

Attached is a project alteration policy paper for dealing with projects that are modified by a permit holder subsequent to receiving a conclusive consistency determination and related state permits. Problems experienced with applicants changing the actual land use of a fill or pile supported project from the use originally described in the project approval is one of the major reasons for preparing this policy guidance.

The project alteration policy reflects an interagency consensus coordinated through the Permit Reform Working Group (PRWG). Any questions regarding implementation of the policy should be directed to the PRWG through your agency representative.

Attachment

OFFICE OF
MANAGEMENT & EVALUATION

MAY 25 1988

GOVERNMENTAL
COORDINATION

- [1075] Ms. Patty Bielawski, Division of Governmental Coordination, Anchorage
- [832] Mr. Jerry Brossia, Department of Natural Resources, Fairbanks
- [1622] Ms. Paula Burgess, Department of Natural Resources, Juneau
- [10] Mr. Robert Butts, Department of Natural Resources, Juneau
- [742] Mr. Norman Cohen, Department of Fish and Game, Juneau
- [336] Mr. James Eason, Department of Natural Resources, Anchorage
- [201] Mr. Tom Hawkins, Department of Natural Resources, Anchorage
- [833] Ms. Meg Hayes, Department of Natural Resources, Anchorage
- [1210] Ms. Deena Henkins, Department of Environmental Conservation, Juneau
- [827] Mr. George Hollett, Department of Natural Resources, Anchorage
- [1064] Ms. Kerry Howard, Department of Fish and Game, Juneau
- [727] Mr. Neil Johannsen, Department of Natural Resources, Anchorage
- [198] Mr. Keith Kelton, Department of Environmental Conservation, Juneau
- [1502] Mr. Bill Lamoreaux, Department of Environmental Conservation, Anchorage
- [460] Mr. Douglas L. Lowery, Department of Environmental Conservation, Fairbanks
- [914] Ms. Diane Mayer, Division of Governmental Coordination, Juneau
- [1268] Mr. Jim McAllister, Department of Natural Resources, Juneau
- [912] Mr. Laurel Murphy, Department of Natural Resources, Anchorage
- [2] Mr. Paul O'Brien, Department of Environmental Conservation, Juneau
- [798] Mr. Al-Ott, Department of Fish and Game, Fairbanks
- [722] Mr. Doug Redburn, Department of Environmental Conservation, Juneau
- [72] Mr. Rick Reed, Department of Fish and Game, Douglas
- [1419] Ms. Elizaveta Shadura, Department of Natural Resources, Juneau
- [285] Mr. Lance Trasky, Department of Fish and Game, Anchorage
- [1504] Ms. Patti Wightman, Division of Governmental Coordination, Fairbanks
- [54] Mr. Carl Yanagawa, Department of Fish and Game, Anchorage

PROJECT ALTERATION POLICY

This paper describes how state resource agencies should respond to alterations made or proposed to projects that have received a conclusive consistency determination and been issued all necessary state and federal permits. Policy guidance is provided to address three general situations where the altered project would differ from the project as approved, or where the project impacts significantly differ from those originally anticipated. In each case it must be determined if the altered project would be consistent with the Alaska Coastal Management Program (ACMP). Standard language to be included in each conclusive consistency determination is also provided to implement the following policy guidance.

The following policies apply to all conclusive consistency determinations issued pursuant to 6 AAC 50 regardless of which agency is the designated coordinating agency. Issues of permit enforcement carried out at the discretion of the resource agencies do not require project changes and therefore are not the subject of these policies.

1. A SIGNIFICANT CHANGE TO THE PROJECT IS PROPOSED

Situation

This situation would occur when a proposed amendment is submitted by a permit holder for a project that has previously been issued a conclusive consistency determination and associated permit authorizations. The permit holder recognizes the need to notify the state permitting or coordinating agency of changes proposed to the approved project before actually undertaking those changes.

Policy

A proposed amendment to a previously approved project will be subject to an initial maximum 15-day review unless the permit holder requests a 30 or 50 day review be commenced as provided under 6 AAC 50. The coordinating agency will circulate the proposed project amendment to state resource agencies and affected coastal district(s) for comments on whether the project amendment will cause coastal zone effects significantly different than those originally anticipated, or conflict with policies of a district plan approved subsequent to issuance of the original consistency determination. If one or more reviewing agencies or district(s) with an approved coastal management plan comment that the proposed amendment will likely result in significantly different effects which could render the project inconsistent with the ACMP, the coordinating agency

will notify the permit holder that the proposed amendment is subject to a 30 or 50-day review as provided under 6 AAC 50.110. Day 1 of the consistency review shall be the date when the coordinating agency circulates the proposed project amendment for review. If the commenting agencies do not anticipate the proposed amendment will result in significantly different effects and determine that the project amendment remains consistent with the ACMP, the coordinating agency will notify the permit holder that the amendment is incorporated into the original conclusive consistency determination for the project. However, stipulations included in the original conclusive consistency determination may be modified, deleted, or new stipulations added to ensure the amended project is consistent with the Alaska Coastal Management Program. If the permit holder does not agree to these modifications, the project is subject to the review elevation procedures provided under 6 AAC 50.

2. ACTUAL USE DIFFERS FROM THE APPROVED USE

Situation

This situation may occur where circumstances arise during the development of a project that make the originally intended use economically, physically, or environmentally untenable to the permit holder. For example, once a fill or pile-support structure is in place, a permit-holder may lease or sell it to the highest bidder regardless of the eventual use. In such cases, the permit holder is required to notify the state of the change before the change occurs and request a project amendment. However, if the permit holder fails to notify the state of the change and request a project amendment, the project is in violation of the conclusive consistency determination and associated permit requirements and subject to enforcement action.

Policy

If it is discovered that the actual use of a project is different from the originally-approved use, the permitting agency shall notify the permit holder of the permit violation. Enforcement action may be taken at the discretion of the permitting agency. In certain instances, as an option to enforcement, the permitting agency may recommend that the permit holder contact the coordinating agency to request an amendment to the project. If the permit holder requests an amendment to the project, the coordinating agency will initiate a maximum 15-day review by the resource agencies and affected coastal district(s) to determine if the effects of the proposed amended use are significantly

different from the originally approved use and determine if the project is consistent with the ACMP.

If fill or pilings are involved, this determination should be conducted as though the fill or pilings were not in place. If the reviewers concur that there is no significant difference, the violation shall be treated as a project amendment and incorporated into the original conclusive consistency determination as described in Policy #1.

If there is concurrence among the resource agencies or affected district(s) with an approved plan comment that the actual use would be significantly different from the approved use and inconsistent with the ACMP, the permit holder will be referred back to the permitting agency(s) for possible enforcement action.

3. IMPACTS ARE SIGNIFICANTLY DIFFERENT THAN ORIGINALLY ANTICIPATED

Situation

This situation involves a permit holder that is complying with all permit requirements, however, based on additional information made available to the state after the permits have been issued, the resource agencies believe the original conclusive consistency determination should have been different, or the actual impacts of the project are not the same as first anticipated.

Policy

If information becomes available that shows a project is in violation of state air or water quality standards the Department of Environmental Conservation should be notified to take appropriate corrective action. However, with the exception of significant state concerns, or where public health or safety is endangered, no remedial action shall be taken for previously approved projects where additional information suggests the project impacts differ from those originally anticipated. If at some future time the permit holder submits a project for renewal or amendment, information received subsequent to the initial consistency determination shall be considered in reaching a determination on the amendment or renewal. Policies of a district plan approved subsequent to issuance of the original consistency determination shall be considered in reaching a determination on a permit renewal.

4. STANDARD LANGUAGE

To implement the policy guidance described above, the following language should be included in all conclusive consistency determinations sent to project applicants:

"If changes to the approved project are proposed prior to or during its siting, construction, or operation, you are required to contact this office immediately to determine if further review and approval of the revised project is necessary.

The state reserves the right to enforce compliance with this conclusive consistency determination if the project is changed in any significant way, or if the actual use differs from the approved use contained in the project description. If appropriate, the state may amend the state approvals listed in this conclusive consistency determination."

tg86111002kfg

STANDARD MODIFICATION

107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS. *In the first sentence, change "claims or actions for injuries" to read "claims, actions or liabilities for injuries".*

05/12/89

STATEWIDE SPECIAL

107-1.15 CONTRACTOR'S RESPONSIBILITY FOR WORK. *Add the following to the end of the first paragraph:* Damage caused by the public, prior to acceptance (Partial Acceptance or Project Completion), shall be corrected at the Contractor's expense.

05/07/91

STANDARD MODIFICATION

107-1.16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. *In the last sentence of the third paragraph delete: "by the local fire authority."*

05/12/89

SECTION 108

PROSECUTION AND PROGRESS

STATEWIDE SPECIAL

108-1.01 SUBLETTING OF CONTRACT. Delete the third paragraph and substitute the following: The hauling of materials for the project by bona fide truck owner-operators who are listed as such on the certified payroll of the Contractor (or an approved subcontractor) shall not be considered as subcontracting under these provisions. Truck owner-operators shall be required to submit documentation to the Contractor as is necessary to prove the trucker is a bona fide owner-operator. As a minimum, those records, for each truck owner-operator, shall include current and valid copies of:

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

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

Additionally, to be classified as a valid owner-operator a truck driver must also qualify as an independent contractor under the following Alaska Department of Labor (DOL) criteria which establishes whether or not they are an employee or an independent contractor. The status of owner-operators is subject to evaluation throughout the project period and when the criteria for an independent contractor are not found to exist, amended payrolls must be submitted listing the driver as an employee subject to all labor provisions of the contract. These criteria are:

1. The owner-operator's right to control the manner in which the work is to be performed;
2. The owner-operator's opportunity for profit or loss depending upon their managerial skill;
3. the owner-operator's investment in equipment or materials required for their task, or the employment of helpers;
4. whether the service rendered requires a special skill;

5. the degree of permanence of the working relationship;
6. whether the service rendered is an integral part of the owner-operator's business.

The Contractor shall issue a placard to each owner-operator. The placard shall identify both the truck driver and the vehicle and shall be prominently displayed such that it is visible to the scale person or inspectors. The identification system must be approved by the Engineer prior to use.

05/07/91

STANDARD MODIFICATION

108-1.03 PROSECUTION AND PROGRESS. *In Item 1, insert "*, in a format acceptable to the Engineer," immediately after the words "a progress schedule".

05/12/89

SPECIAL PROVISION

108-1.03 PROSECUTION AND PROGRESS. *Delete the first two sentences of the first paragraph and replace with the following:* Prior to commencing work, the Contractor shall meet with the Engineer for a pre-construction conference at Juneau, Alaska. At least ten (10) working days before the pre-construction conference the Contractor shall submit the following:

Add the following to the fifth numbered paragraph: The plan for temporary erosion and pollution control shall include specific information addressing (1) Staging area and access; (2) erosion control and revegetation; (3) oil spill prevention and fueling plans; (4) instream activity operations; and (5) where and how the old bridge will be removed. The Contractor shall be prepared to provide detailed information on these topics to the resource agencies at the on site environmental coordination meeting.

Add the following:

8. A work plan for all work in and adjacent to Pelican Creek. The work plan shall describe in detail the sequence of work proposed, the equipment to be used in performing the work, the approximate placement of the equipment in the stream area, and the duration of each work activity.

Add the following after the last paragraph: In addition to the preconstruction conference the Contractor shall attend an on site environmental coordination meeting with the Engineer and appropriate state resource agencies (ADF&G, ADEC, DGC). The purpose of this meeting will be to review the Contractors work plan and determine if instream activities and pollution require evaluation, as per the state Alteration Policy, to determine if further review under the Alaska Coastal Management Program is required..

This on site environmental coordination meeting shall be held the day before the preconstruction conference.

STATEWIDE SPECIAL

108-1.06 DETERMINATION AND EXTENSION OF CONTRACT TIME. Add the following:

4. Suspensions of Work Ordered by the Engineer. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

04/13/89

SECTION 109

MEASUREMENT AND PAYMENT

STANDARD MODIFICATION

109-1.03 SCOPE OF PAYMENT. *Delete the last sentence of the fourth paragraph.*

05/07/91

STATEWIDE SPECIAL

109-1.04 COMPENSATION FOR ALTERED QUANTITIES. *In the third indented subparagraph, delete the following:*

" , except that the total payment for the item shall not exceed 75% of the total amount bid for the item"

04/13/89

SECTION 120

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

STATEWIDE SPECIAL

120-1.01 DESCRIPTION. The work consists of providing Disadvantaged Business Enterprises (DBEs) as defined in Title 49, CFR (Code of Federal Regulations), Part 23 with the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not, nor shall subcontractors or others associated with this contract, discriminate on the basis of race, color, national origin, or sex in the award and performance of work under this contract.

120-1.02 INTERPRETATION. It is the intent of this section to implement the requirements of 49 CFR, Part 23.

120-1.03 ESSENTIAL CONTRACT PROVISION. Failure to comply with the provisions of this section shall be considered a material breach of contract. 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.

1. **AD HOC DEALER.** A firm established for the purpose of supplying materials for a particular project or a particular contractor.
2. **COMMERCIALLY USEFUL FUNCTION.** The execution of a contract or a distinct element of work under a contract by the firm actually performing, controlling, managing, and supervising the work involved. See Subsection 120-3.03.3 for criteria.
3. **DISADVANTAGED BUSINESS ENTERPRISE.** A small business concern which is owned and controlled by one or more socially and economically disadvantaged individuals and has been certified as such by the Department of Transportation and Public facilities in accordance with 49 CFR, Part 23.
4. **DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOAL.** The percent of work that is specified in the contract to be performed by certified DBEs.
5. **GOOD FAITH EFFORT.** The affirmative action measures taken by a contractor to meet the Disadvantaged Business Enterprise Program's objectives and goals for a specific project.
6. **MANUFACTURER.** An established firm that changes the shape, form, or composition of original material in some way and then provides that altered material to the general public or the industry at large on a regular basis.

7. **REGULAR DEALER.** An established firm that supplies one or more materials to the general public or the industry at large on a regular basis.
8. **SUPPLIER.** A 'Regular Dealer' or an 'Ad Hoc Dealer' that provides material in an unaltered state that becomes a part of the permanent work.

120-2.01 UTILIZATION GOAL. The DBE Utilization Goal for this contract is shown on the Bid Schedule as a percentage of the total contract amount. Measurement of attainment of this goal will be based on the actual amount of money received by the DBEs for commercially useful work on this project.

A bidder must demonstrate the ability to meet the DBE Goal in order to be eligible for award of this contract.

120-3.01 DETERMINATION OF COMPLIANCE

1. Phase I - Bid and Award. In addition to bid submission requirements, the apparent low bidder must demonstrate DBE responsibility prior to award of this contract by:
 - a. Submitting, within 15 days of the notice of intent to award, a copy of the DBE Utilization Report (Form 25A325C) listing the certified DBEs to be used to meet the goal.
 - b. If the 25A325C contains less DBE participation than is required to meet the goal, documentation of Good Faith Effort in the form of the Summary of Good Faith Effort Documentation (Form 25A332A and attachments) must be submitted. If the Good Faith Effort is deemed sufficient, an amended bid schedule showing the revised DBE Utilization Goal will be issued with the award documents.

If the bidder cannot demonstrate the ability to meet the DBE Utilization Goal, failure to document sufficient Good Faith Effort will result in the bid being declared nonresponsive.

2. Phase II - Construction. At the preconstruction conference, the Contractor shall submit, in writing, the designation of a DBE officer.

The work items and creditable dollar amounts shown for a DBE firm on the DBE Utilization Report (Form 25A325C) must be included in any subcontract with that firm, or prior written approval for replacement of the DBE must have been granted, before the subcontract can be approved by the Department.

120-3.02 GOOD FAITH EFFORT. The bidder must demonstrate that all reasonable efforts have been made to include DBEs in the contract at a level at least equal to the goal established for the contract. The Contracting Officer will use the following criteria to judge if the bidder, who has not met

the contract goal, has demonstrated sufficient Good Faith Effort. Criteria (1-7) will be utilized to evaluate any request from the Contractor for a reduction in the goal due to the default of a DBE and the Contractor's subsequent inability to obtain additional DBE participation despite Good Faith Effort to do so.

1. Consideration of all subcontractable items.
2. Selection of the most appropriate items or portions of items to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
3. Notification (in writing or by personal contact) to all appropriate DBEs in a timely manner of the bidder's/Contractor's interest in securing the DBE's participation in the prosecution of the work. Each contact with the DBE must be logged on a "Contact Report" (Form 25A321A).
4. Meaningful communication with DBEs for specific participation.
5. Provision of assistance to DBEs who need help in obtaining bonding or insurance required by the bidder.
6. Providing prospective DBEs with adequate information about the requirements of the contract.
7. Follow-up of initial solicitations for interest by contacting DBEs to determine with certainty whether they were interested in bidding. Documentation of follow-up contacts must be logged on the "Contact Report" (Form 25A321A). (See item no. 3 above.)
8. Advertise for specific DBE participation in appropriate general circulation media, trade association publications, and minority-focus media. Publication should be for at least 5 consecutive days commencing at least 20 days before the bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.

120-3.03 DBE CREDIT. In order for the work of the DBE to be credited toward the DBE Utilization Goal, the Contractor shall ensure that ALL of the following requirements are met:

1. The DBE must be certified by the Department. The DBE must be certified at the time of:
 - a. Listing on the "DBE Utilization Report" (Form 25A325C) submitted prior to award, and
 - b. The Engineer's approval of the subcontract.
 - c. Issuance of a purchase order by the Contractor to a DBE manufacturer, regular dealer, or ad hoc dealer.

Should a DBE performing a Commercially Useful Function become decertified during the term of the subcontract or purchase order for reasons beyond the control of and without the fault or neglect of the Contractor, the work remaining under the subcontract or purchase order 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, the Contractor shall have the option of:

- a. Withdrawing the subcontract from consideration and expending Good Faith Effort to replace the subcontract with one from a currently certified DBE, or
 - b. Having the subcontract for the decertified firm approved. In this case, the work of the decertified firm would not be credited toward the DBE Utilization Goal. The Contractor would also be required to submit such additional DBE participation as may be necessary to meet the DBE Utilization Goal or demonstrate Good Faith Effort.
2. The DBE may perform work in categories for which it is not certified, but only that work performed in the certified categories will be credited toward the DBE Utilization Goal.
 3. The DBE must perform a Commercially Useful Function. The following criteria will be used by the Engineer to determine if work will be considered Commercially Useful.
 - a. The work performed must be necessary and useful work required for the execution of the contract.
 - b. The scope of work must be distinct and identifiable.
 - c. The work must be performed, controlled, managed, and supervised by the certified DBE. The DBE must personally supervise the work on site or have an on-site representative, superintendent, or foreman responsible for the work.
 - d. The DBE must use their own staff, employees, and equipment for the execution of the work, except as noted in subparagraph e., below.
 - e. The manner in which the work is sublet or performed must conform to standard industry practice. The goods or services must have a market outside of the DBE program and shall not represent a superfluous step in the contracting or purchasing process.
 - f. The cost of the goods or services must be reasonable and competitive with the cost of the goods or services outside the DBE program.

- g. All subcontract work, with the exception of truck hauling, must be sublet by the same unit of measure as is contained in the Bid Schedule unless prior written approval of the Engineer is obtained.
 - h. The DBE must control all business administration, accounting, billing, and payment transactions. The prime contractor shall 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 to audit the records of the DBE to assure compliance.
 - i. If two-party checks are issued by the Contractor to a subcontractor, regular dealer, ad hoc dealer, manufacturer, and/or the employees or suppliers to such firms; the Engineer must be notified in writing in advance.
 - j. A DBE trucker must own or have a lease of at least twelve months for two or more trucks, at least one of which must be working on this project. For all trucks operated by owner-operators, the DBE must maintain all required records.
4. The Contractor must provide proof of the actual monies paid for the qualifying goods and services provided by DBEs. The Contractor will receive credit for the commercially useful work performed by DBEs toward the DBE Utilization Goal as provided in this section for portion of the funds actually paid to the certified DBEs. Contractor's are encouraged to contact the Engineer in advance of the prosecution of the DBE's work if they have any question about the work qualifying for participation.

Credit will not be allowed for payments made by the Contractor to others on behalf of the DBE whether or not the DBE has been paid separately for the goods or services.

If the quantity of work of a bid item which involves a DBE is reduced, the DBE Utilization Goal will be adjusted by Change Order.

120-3.04 DEFAULT OF DBE. In the event that a DBE who has been placed 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 as necessary to assure that the DBE Utilization Goal is met. In the event that the Contractor cannot obtain additional DBE participation, the Contractor shall submit proof of their Good Faith Effort in accordance with the provisions of Subsection 120-3.02 GOOD FAITH EFFORT. The Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer, ALL of the following criteria have been met:

1. The Contractor had no fault or negligence in the default and that the circumstances surrounding the default were beyond the control of the Contractor.
2. The Contractor is unable to find additional DBE participation and has adequately performed and documented the Good Faith Effort expended in accordance with 120-3.02 GOOD FAITH EFFORT.

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 shall be entitled to count toward the DBE Goal those monies allowed by the Engineer in 120-3.03.4 as actually paid to certified DBE firms for Commercially Useful work performed in the categories for which the DBE firm is certified. Credit will only be allowed for Commercially Useful work. The Contractor will receive credit for the utilization of the DBEs, as follows:

1. If the prime Contractor is a certified DBE, then the Contractor may be credited for up to but not to exceed the amount of the DBE Utilization goal. The work of a DBE prime contractor in excess of the DBE Utilization Goal will not be credited when calculating any incentive paid under 120-5.01.
2. Credit for a DBE joint venture partner is limited to the percent of the DBE's joint venture participation. A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
3. Credit for work by DBE subcontractors and manufacturers is 100%.
4. Permanent materials furnished by a Regular DBE Dealer are credited at 60% of their value. The value will be the actual cost paid but will not exceed the bid price for the item.
5. Credit for reasonable fees paid by the Contractor to DBE Ad Hoc Dealers are limited to that portion of the value of the fees for services rendered by the DBE Ad Hoc Dealers that help the Contractor obtain needed supplies, personnel, materials or equipment to perform the work. Such services and fees would include but are not limited to the following:
 - a. The fees charged for the delivery of supplies or permanent materials necessary for the prosecution of the work but not any part of the actual value of the supplies or permanent materials themselves (e.g. drayage services, expediting/freight consolidation).

- b. Agent's fee for providing contractually required bonding or insurance but not any portion of the value of the bonds or policies.

120-5.01 BASIS OF PAYMENT. Payment for the work necessary to meet the specified DBE Utilization Goal will be considered subsidiary to other items of work and no separate payment will be made.

Payment for the work necessary to exceed the originally specified DBE Utilization Goal will be paid in the form of an incentive as follows:

1. Ten percent of the Total Authorized DBE Participation by non-trucking subcontractors which exceeds the DBE Utilization Goal will be paid, but not to exceed \$100,000 or two percent of the total contract amount, whichever is less.
2. The utilization of DBE prime Contractors, Regular DBE Dealers, DBE Manufacturers, DBE trucking subcontractors, and DBE Ad Hoc Dealers will only count toward meeting the DBE Utilization Goal. No credit for their participation in excess of the original DBE Utilization Goal will be considered in calculating the amount of the incentive.
3. No incentive will be paid for exceeding a DBE Utilization Goal that has been adjusted for Good Faith Effort as a condition of award per section 120-2.01 until the originally specified DBE Utilization Goal has been exceeded.

If the Contractor fails to utilize the DBEs listed on Form 25A325C as scheduled or fails to submit required DBE documentation, retainage may be withheld from progress payments. The retainage shall be sufficient to assure funds are available to cover the cost of the disincentive.

If the Contractor fails to meet the DBE Utilization Goal (as adjusted), payments will be reduced as a disincentive. The amount of the disincentive shall be equal to 50 percent of the difference between the DBE Utilization Goal expressed in dollars and the Total Authorized DBE Participation as determined by the Engineer per 120-3.03, 4.

Payment of the incentive will be made on the semi-final or final estimate. The disincentive will be withheld in the form of retainage during the course of the project. If sufficient retainage has not been withheld to cover the cost of the disincentive, the Contractor shall remit same to the Department within 30 days of being billed for the amount due.

Payment or Deduction will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
120(1)	DBE Adjustment	Contingent Sum

SECTION 202

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

SPECIAL PROVISION

202-1.01 DESCRIPTION. Add the following: This work will also consist of removal and disposal of the major portions of the existing Pelican Creek Bridge, rehabilitation of a walkway at the southerly end of the bridge, and rehabilitation of the boardwalk adjacent to the northerly end of the bridge. All portions of the existing bridge, that are being removed, shall become the property of the Contractor.

202-2.02 REMOVAL OF BRIDGES, CULVERTS AND OTHER DRAINAGE STRUCTURES. Delete the first paragraph and substitute the following: Bridges, culverts and other drainage structures and approach boardwalk shall not be removed until satisfactory arrangements have been made to accommodate pedestrian and other traffic.

Delete the first sentence of the fourth paragraph, and add the following: Posts and piles of the existing bridge shall be removed for their total length (pulled from the ground) unless otherwise shown on the plans or directed by the Engineer. If the Engineer determines that excessive effort is being required or will be required to remove the piling, he may allow the Contractor to remove the piling down to the natural stream bottom within the stream and to one foot below natural ground outside of the stream.

All portions of the existing Pelican Creek Bridge, except those portions to remain in place, shall be removed and disposed of at an approved location subject to the approval of the Engineer, and in accordance with current state and federal laws and regulations for such materials. The Contractor shall not skid bridge materials across Pelican Creek, wetlands or tidelands.

The superstructure of the existing Pelican Creek Bridge is 180 feet long by about 14 feet wide and is of timber trestle construction. The foundation consists of timber caps, posts and mud sills or caps and piles to various depths. The superstructure consists of timber stringers and timber plank decking and a pedestrian handrail and bull rail.

Removal of the existing Pelican Creek Bridge shall be completed in stages to maintain a minimum 4' wide access to the public as long as possible throughout the construction stage.

The removal shall be done in a manner to prevent debris from entering the stream. Absorbents or similar materials to contain and control spills or leaks of fuels, oils, greases, or other potentially harmful substances shall be used as needed.

Delete the last paragraph:

Add the following subsections

202-2.05 REHABILITATION OF WALKWAY. The walkway near the southerly end of the bridge shall be rehabilitated as shown on the plans and specified herein.

All timber work shall conform to the requirements of Section 506 except as stated below.

The existing railing, deck, stringers, piers, and abutments shall be removed to the limits shown on the plans. The edge of the area to remain shall be trimmed evenly and all freshly exposed surfaces of untreated wood including edges of holes, shall be treated with creosote or copper naphthenate in conformance with AWWA Standard M4. The creosote or copper naphthenate shall be brushed liberally on the surface of the wood. Containers shall be suspended beneath the wood being treated so that excess creosote or copper naphthenate can be collected and disposed of and does not spill into the stream. Disposal of excess creosote and/or copper naphthenate shall be in accordance with ADEC and EPA hazardous waste requirements.

New rail posts and railing shall be installed on the walkway as shown on the plans. Railposts and railing shall be cedar and shall be stained a "dark oak" color. Bull rails shall be Douglas Fir, Hem-Fir, Western Larch, or Western Hemlock, treated with ACZA to 0.60 pcf retention in accordance with the latest AWWA specifications. All hardware shall be galvanized.

202-2.06 REHABILITATION OF BOARDWALK. The boardwalk at the northerly end of the Pelican Creek Bridge shall be rehabilitated as shown on the plans and specified herein.

The existing planks and stringers and railing shall be removed and replaced with new materials. All timber work shall conform to the requirements of Section 506, except as stated below.

The new boardwalk shall consist of new planks, stringers, railposts, railings, and cast in place concrete footings as shown on the plans. Planks and stringers shall be Douglas Fir, Hem-Fir, Larch, or Western Hemlock, treated with ACZA to 0.60 pcf retention in accordance with the latest AWWA specifications. Railposts and railings shall be cedar, stained a "dark oak" color. Portions of the posts buried in the ground shall be treated for ground contact. All hardware shall be galvanized.

Holes and cut surfaces shall be field treated with creosote or copper naphthenate as specified in 202-2.05.

202-3.01 METHOD OF MEASUREMENT. Add the following: Removal of structures and obstructions, including rehabilitation of the walkway and rehabilitation of the boardwalk will not be measured for payment.

202-4.01 BASIS OF PAYMENT. Add the following: Rehabilitation of the walkway and rehabilitation of the boardwalk will not be paid for directly, but will be considered a subsidiary obligation and included with the price paid for Item 202(1) Removal of Structures and Obstructions.

SECTION 203

EXCAVATION AND EMBANKMENT

STANDARD MODIFICATION

203-2.05 BORROW. Add the following: Borrow, type A, B, or C when required, shall meet the requirements of Subsection 703-2.07, Selected Material, type A, B, or C, respectively.

SPECIAL PROVISION

Add the following: Borrow, Type D shall be a clean shot rock material containing a minimum of fines. No more than 10% of the material by total weight shall weigh more than 50 pounds per piece and no more than 50% of the material by total weight shall weigh less than 25 pounds per piece.

203-3.03 COMPACTION OF EMBANKMENTS NOT CONSTRUCTED WITH MOISTURE AND DENSITY CONTROL. Add the following: Compaction of borrow and subbase for this project shall not require moisture and density control. Compaction shall be obtained per subsection 203-3.04, to the satisfaction of the Engineer.

STANDARD MODIFICATION

203-5.01 BASIS OF PAYMENT. Change Pay Items 203(5), (6) and (7) to read: Borrow, type _____.

Add the following: When more than one type of Borrow is specified, letter suffixes A, B, or C will be included within the parentheses of the item number in order to differentiate between the different Borrow types.

05/12/89

SECTION 501

STRUCTURAL CONCRETE

STANDARD MODIFICATION

501-3.01 PROPORTIONING. *In the second paragraph under Item 3, replace "Polysar 1186" with "Styrofan 1186".*

05/12/89

STATEWIDE SPECIAL

501-3.02 BATCHING. *Add the following to item number 5., Batching:*

Furnish the mix design number and a list of all ingredients, their individual weights, and moisture content of the various aggregates with each truck load or batch of concrete supplied.

05/07/91

SPECIAL PROVISION

501-3.02 PROPORTIONING. *Delete 4. Fly Ash, and substitute the following:* Fly ash will not be permitted for the concrete for the prestressed girders or the precast pier and abutment caps.

SECTION 502

PRESTRESSED CONCRETE STRUCTURES

STANDARD MODIFICATION

502-1.01 DESCRIPTION. Add the following to the fourth paragraph:
Alternative designs shall be based on the assumed prestressing losses outlined in Subsection 502-1.02.

SPECIAL PROVISION

502-1.01 DESCRIPTION. Add the following: This work shall also include the application of silane sealer to all surfaces of all concrete girders and caps for this project.

Backwalls, wingwalls and diaphragms are considered as parts of the concrete girders.

This work shall also include the manufacture, transportation, storage, and installation of precast concrete pier and abutment caps for the Pelican Creek Bridge, including all steel used for support of the caps on the piles, and all forming and cast-in-place concrete required to fill the recesses and holes and complete the installation.

STANDARD MODIFICATION

502-1.02 PRESTRESSING METHODS. Revise the assumed stress losses in the fourth paragraph to read:

Pretensioning:

Stress relieved strand	45,000 psi
Low relaxation strand	40,000 psi

Post-tensioning, excluding friction losses:

Stress relieved strand	35,000 psi
Low relaxation strand	32,000 psi
Bar	25,000 psi

The above losses are based on a jacking stress in the strands of no more than 0.70 GUTS (guaranteed ultimate tensile strength).

502-3.01 CONSTRUCTION REQUIREMENTS.

6. Pretensioning. In the last paragraph, change "0.80 GUTS" to read "0.75 GUTS".

SPECIAL PROVISION

502-3.04 PLACING. Add the following to the sixth paragraph: The grout shall be packed and rodded into the joints to form a dense, impermeable filling. The dry consistency of the grout tends to result in a porous filling, so additional compaction effort will be needed to achieve the required density.

The grout surface shall be smooth and neat in appearance. The grout surface shall meet the girder edges throughout their lengths, and shall match the elevation of the surface of the girders with a tolerance of +1/8 inches. Patching and grinding may be required.

Add the following: The girders for the Pelican Creek Bridge shall be transversely post tensioned together at the midspan diaphragms, as shown on the plans. The post tensioning rods shall be one-inch diameter high strength alloy steel bars conforming to the requirements of Section 721 and shall be epoxy coated. They shall be stressed to a load of 60 kips per bar. Stressing shall be in conformance with 502-3.01, and the enclosures shall be pressure grouted. The Contractor shall be permitted on the bridge after installation of the shear connectors and prior to grouting the joints for the purpose of phased construction.

Anchorage shall be recessed and the recesses shall be filled and the anchorages covered with grout of the same color and surface texture as the girder stem surfaces.

The pier and abutment caps for the Pelican Creek Bridge shall be placed on steel supports welded on the piling, as shown on the plans. The supports shall be accurately placed so that the bridge is constructed at the correct elevation and they shall be sloped to provide the proper cross slope. The remainder of the opening, at the pier cap supports, shall be formed closed or closed off with structural steel that remains in place. All steel that remains in place shall be one-half inch minimum in thickness and all structural steel shall be painted as specified for piling. The recess shall be filled with Class AA concrete, in accordance with the requirements of Section 501. Girders shall not be set until the recess concrete has cured for 4 days minimum. The precast concrete shall be Class AA in accordance with Section 501, or Class D. Fly ash shall not be used for this concrete.

Add the following subsection:

502-3.05 APPLICATION OF SILANE SEALER. All concrete surfaces shall be treated with a solution of 40 percent by weight alkyltrialkoxysilane in an anhydrous alcohol solvent (hereafter abbreviated as silane). Prior to the sealing operation the surfaces shall be cleaned according to the manufacturer's recommendations. The silane sealer shall be shop applied to the girder surfaces according to the manufacturer's recommendations.

STANDARD MODIFICATION

502-4.01 METHOD OF MEASUREMENT.

1. Structural Members. In the second sentence, change "reinforcing and prestressing steel," to read "reinforcing steel (uncoated and/or epoxy coated), prestressing steel,".

SPECIAL PROVISION

Add the following: All labor, materials, equipment, and work necessary for sealing the concrete surfaces with silane penetrating sealer will not be measured for payment but will be incidental to and included with Prestressed Concrete Structural Members or Precast Concrete Caps.

Add the following: All cast in place concrete shall be considered incidental to the items in which they are incorporated.

STANDARD MODIFICATION

502-5.01 BASIS OF PAYMENT. Delete the next to the last paragraph.
5/12/89

SPECIAL PROVISION

Add the following: No adjustment in the contract price for precast or precast-prestressed units will be made when epoxy coated reinforcing steel or epoxy coated prestressing strands are fabricated integrally with the units.

Add the following pay item:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
502(2)	Precast Concrete Cap	Each

SECTION 503

REINFORCING STEEL

STANDARD MODIFICATION

503-3.05 SPLICING. Delete the first and second paragraphs and substitute the following: Lap splices for reinforcing bars shall be as shown on the plans or as directed.

05/12/89

**SECTION 504
STEEL STRUCTURES**

SPECIAL PROVISION

504-3.02 ERECTION. Add the following under Item 8., Setting Shoes and Bearings: Epoxy adhesive, conforming to AASHTO M-200, shall be applied to the bottom surfaces of the elastomeric bearing pads prior to placement, and the pads shall be secured and restrained from movement until the epoxy has cured and full adhesion is achieved between the pads and the concrete caps.

Application of the epoxy adhesive shall be done in a manner to prevent any of the adhesive from entering the stream.

504-3.03 PAINTING. Add the following: Damaged galvanizing shall be repaired in accordance with AASHTO M-36.

**SECTION 505
PILING**

SPECIAL PROVISION

505-1.01 DESCRIPTION. Delete the second paragraph and substitute the following: The Contractor shall be responsible for furnishing piles of sufficient length to extend at least 12 inches into bedrock.

505-3.03 PILE BEARING VALUES. Delete the first sentence and substitute the following: All piles shall be driven to practical refusal. Practical refusal is defined as an indicated bearing of at least 100 tons based on the appropriate formula listed below.

505-3.07 EXTENSION, SPLICES AND BUILD-UPS. Add the following: All welding shall be in conformance with Section 504-3.01 Fabrication.

505-3.09 DRIVING PILES. In the first paragraph, fifth sentence, change "1/2 inch" to "1-inch".

Delete the first and last sentences of paragraph 10 (the first full paragraph on page 250) and substitute the following: Any hammer used shall be capable of developing not less than 39,000 foot-pounds of total energy per blow.

Add the following to the eleventh paragraph (second full paragraph on page 250): The soils at this site contain cobbles and boulders. The Contractor is advised to study the soils report and boring logs and have adequate size and type of equipment such as an excavator, drilling equipment, boulder extractor, and/or boulder roter to assist in advancing the steel piles down through the cobbles and boulders to the desirable tip elevation shown on the plans or bedrock without damage to the pile.

505-3.14 PAINTING STEEL PILES AND STEEL PILE SHELLS. Delete and substitute the following: All pilings for the Pelican Creek Bridge, including attached structural steel, shall be hot dip galvanized. Piles too long for available galvanizing equipment may be galvanized in pieces, then spliced. Such splices shall be shop galvanized using metallizing techniques per current AWS specification C2.2.

Add the following: Damaged galvanizing shall be repaired in accordance with AASHTO M-36.

**SECTION 506
TIMBER STRUCTURES**

SPECIAL PROVISION

506-5.01 BASIS OF PAYMENT. Add the following: All timber required for the various applications on and adjacent to the Pelican Creek Bridge will not be paid for under this Section but will be included in Items 202(1) Removal of Structures and Obstructions, and Item 507(3) Timber Bridge Railing, as appropriate, for payment.

SECTION 507

BRIDGE RAILING

SPECIAL PROVISION

507-2.01 MATERIALS. Add the following: Timber for bull rails shall be Douglas Fir, Hem-Fir, Larch, or Western Hemlock, preservative treated with ACZA to 0.60 pcf retention in accordance with the latest AWPA specifications. Timber for railposts shall be cedar, stained to a "dark oak" color. All hardware shall be galvanized.

All drilled holes and fresh cuts or trims shall be field treated with creosote or copper naphthenate as specified in subsection 202-2.05.

SECTION 618

SEEDING

SPECIAL PROVISION

Delete this section in its entirety and substitute the following:

618-1.01 DESCRIPTION. This work shall consist of hand preparing the ground followed by the hand application of seed and fertilizer as directed by the Engineer. Areas to be seeded will be existing vegetated areas damaged by construction activities.

618-2.01 MATERIALS.

1. Seed. Seed shall be one-third Norcoast Bering Hair Grass; one-third American Slough Grass; and one-third Arctared Fescue applied at a rate of one pound per 1,000 square feet.
2. Fertilizer. Fertilizer shall be 20-20-10 applied at a rate of ten pounds per 1,000 square feet.

CONSTRUCTION REQUIREMENTS

618-3.01 GROUND PREPARATION. Ground to be seeded shall be designated by the Engineer and shall be prepared with hand tools for the application of seed and fertilizer.

Seeding shall not be accomplished until all equipment has been removed from the jobsite, or is finished with a work area.

618-3.02 SEEDING SEASONS. All seeding shall be performed between May 15 and August 15.

No seeding shall 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 shall be placed by hand or as approved by the Engineer.

618-4.01 METHOD OF MEASUREMENT. Seeding by the square foot will be measured by the area of ground surface acceptably prepared and seeded. The amount of seed fertilizer and ground preparation used in the work will be subsidiary to this item and will not be measured separately for payment.

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

Payment will be made under:

Pay Item No.

Pay Item

Pay Unit

618(1)

Hand Seeding

Square Foot

SECTION 627
WATER SYSTEM

SPECIAL PROVISIONS

627-1.01 DESCRIPTION. Add the following: This work shall include removing the existing waterline from the existing bridge and installing a new waterline on the new bridge. The new waterline shall consist of approximately 220 feet of 3 inch diameter pre-insulated ultra high molecular weight polyethylene pipe. Each end of the new pipe shall have a transition fitting to allow connection to a 2 1/2" diameter galvanized pipe.

627-2.01 MATERIALS. Add the following numbered item:

7. Pre-Insulated Pipe: Pre-insulated pipe shall be manufactured from ultra high molecular weight polyethylene and have a minimum rated working pressure of 160 psi.

Insulation shall be 2 inches of rigid polyurethane foam insulation.

Jacket over insulation shall be polyethylene or as approved by the Engineer.

Overall outside diameter of the pre-insulated pipe shall be less than 8"

All joints and fittings shall be butt-fused.

Transition fittings shall be of galvanized pipe.

627-3.01 GENERAL. Add the following to the sixth paragraph: If the water service will be interrupted for more than 3 hours then a minimum 2" Ø temporary water system shall be installed.

627-4.01 METHOD OF MEASUREMENT. Add the following numbered paragraph:

6. Waterline Relocation. When the bid schedule contains a lump sum pay item for Waterline Relocation, no measurement of quantities will be made. Waterline relocation shall include removing and disposing of the existing waterline and furnishing, installing and testing the new waterline. Temporary waterlines if required shall be incidental to this item.

627-5.01 BASIS OF PAYMENT. Add the following pay item:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
627(11)	Waterline Relocation	Lump Sum

SECTION 640

MOBILIZATION AND DEMOBILIZATION

STATEWIDE SPECIAL

640-2.01 METHOD OF MEASUREMENT. Delete item 3. and substitute the following:

3. When the letter of project completion has been issued and the Contractor has made all the required submittals the remaining balance of the amount for this item will be paid.

05/07/91

SECTION 641

TEMPORARY EROSION AND POLLUTION CONTROL.

SPECIAL PROVISION

641-1.01 DESCRIPTION. Delete the last sentence and add the following: This work shall also include installation, repair, and maintenance of silt fence. Silt fence shall be installed prior to any work in or near the locations shown on the plans, and in accordance with the provisions of Subsection 107-1.11, Protection and Restoration of Property and Landscape. Additional silt fencing may be required at any site as directed by the Engineer. Repair and maintenance of silt fence shall be as directed by the Engineer.

Work to be performed under pay item no. 641(1), Temporary Erosion and Pollution Control shall be authorized by the issuance of a directive.

Add the following subsection:

641-1.03 MATERIALS. The silt fence filtration material shall meet the requirements shown in Table 729-4.

The silt fence support framework shall be finished 4 x 4 inch wood, 3 inch diameter wood, #6 rebar or iron pipe with PVC sleeves or other posts capable of supporting the installation, as approved by the Engineer.

The mesh support shall be as recommended by the manufacturer.

641-2.01 CONSTRUCTION REQUIREMENTS. Add the following: The Contractor shall be responsible for the containment, cleanup, and disposal of all construction-related discharges of petroleum fuels, oil, and/or other hazardous substances to the land and water. The temporary erosion and pollution control plan shall address the measures the Contractor shall implement in the containment, cleanup, and disposal of such substances as well as the methods to be utilized for disposing of waste oil and other hazardous substances generated by construction equipment or activities. The plan shall also include a list of the quantities and types of materials available on site to be utilized for hazardous substance containment and cleanup activities. The plan shall comply with the requirements of 18 AAC 75 and Title 46 of the Alaska Statutes.

The silt fence shall be installed where shown on the plans, per manufacturers recommendation and as directed by the Engineer. Manufacturers installation recommendations to be furnished to the Engineer prior to commencing construction. The silt fence shall not be removed until directed by the Engineer.

The silt fence shall be removed and disposed of off the project upon completion of construction at those sites. The fabric shall be cut off at ground level and the posts shall be removed. The silt fence removal shall be performed in such a manner that retained silt is not discharged into Pelican Creek or other openwater areas.

A fresh supply of "sorbents" or similar materials adequate to contain and control spills or leaks of fuels, oils, greases, or other potentially harmful substances shall be on hand at the site at all times. Any uncontrolled release of petroleum products and/or hazardous substances as defined by 18 AAC 75 shall be reported to the Engineer immediately.

Aprons, tarpaulins, drapes or other appropriate methods shall be used to recover and contain welding debris, drilling debris, paint, or any other waste material so that such material does not enter the stream or adjacent

Staging areas, fuel storage sites, and refueling locations shall be located on upland sites safely away from wetlands and tidal areas. No refueling and/or equipment maintenance shall occur within or adjacent to Pelican Creek.

The Contractor is responsible for securing the uplands staging areas, including all necessary permits. Lot 13 U.S. Survey No. 3305 Tract "A" is state land that may be available as an upland staging area. Interested Contractors should contact Bob Palmer, Natural Resource Officer, Alaska Department of Natural Resources in Juneau (907-465-3400) about a Land Use Permit for this lot.

Access to the work area shall be along routes staked and flagged by the Engineer, and shall be in the area along the west side of the roadway. No equipment shall be allowed in the stream or wetlands on the east (upstream) side of the existing travelled way. No equipment or materials shall stray outside of the staked limits.

Add the following subsection:

641-2.02 BEST MANAGEMENT PRACTICES. The following factors shall be utilized by the Contractor in the development of the erosion and sediment control measures, which are more easily accomplished if construction operations are properly scheduled. Operation should be planned, when possible, for that time of year when potential for erosion is low. Work on pier footings or drainage structures in streams, and grading operations that encroach or border streams, should be performed during low-flow periods.

1. Installation of temporary erosion and sediment control measures on the downhill side of the construction work area before building the embankment or excavating a slope.
2. Installation of all erosion and sediment control measures at the toe of embankment and excavation operations. Silt fences are a structural method for providing temporary erosion and sediment control.
3. Construction of the embankment in horizontal lifts, providing protection from erosion by temporarily or permanently mulching and seeding the slopes in vertical increments, preferably of no more than 10-feet. Keep the top of the work area shaped and compacted so that surface water will run off without causing serious erosion should a storm occur. At the end of each day's work or before a storm, berms

and temporary downdrains must be constructed to control the release of on-site drainage.

4. Excavation operations performed in the same manner as the embankment operation with the exception of slope drains and compaction. This operation will release on-site drainage at a point where appropriate control measures have been installed. The excavated slope must be finished as it is constructed and incrementally protected and seeded where necessary.
5. Shaping and compacting of the embankment surface or cut when the area reaches subgrade elevation. Surface runoff should be controlled by berms and ditches and released through temporary pipes or ditches. Detain sediment-laden runoff and trap sediment before releasing runoff from the construction area.
6. Inspection and maintenance of each erosion and sediment control measure should be performed after each significant storm. Silt fences should be inspected periodically for damage, such as tearing by wind, animals or equipment, and for the amount of sediment which has accumulated. Removal of the sediment is generally necessary when it reaches half the height of the silt fence. In situations where access is available, machinery can be used; otherwise it must be removed manually. The key elements to remember are:
 - a. The sediment deposits should be removed when heavy rain or high water is anticipated.
 - b. The sediment removed should be placed in an area where there is little danger of erosion.

641-3.01 METHOD OF MEASUREMENT. Add the following: Silt fence and repair of silt fence will be measured by the linear foot along the top of the fence.

641-4.01 BASIS OF PAYMENT. Add the following: Payment for Item 641(2) Silt Fence, will be full compensation for all labor, equipment and materials required to furnish, install, and maintain the silt fence in accordance with these specifications. Removal of silt fence and repair of silt fence are incidental to and will be paid for under Item 641(2), Silt Fence.

Add the following pay item:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
641(2)	Silt Fence	Linear Foot

SECTION 643

TRAFFIC MAINTENANCE

SPECIAL PROVISION

643-1.01 DESCRIPTION. Add the following: A minimum 4' wide pedestrian walkway shall be maintained through the construction site at all times, except short interruptions not to exceed 30 minutes may be used for setting girders or other construction operations that might be dangerous to the public. Vehicular traffic may be interrupted as required.

STATEWIDE SPECIAL

643-1.04 CONSTRUCTION PHASING PLAN. Revise the first sentence to read as follows: A Construction Phasing Plan shall be submitted at least five working days prior to the preconstruction conference for approval by the Engineer and shall consist of the following:
05/07/91

643-3.02 ROADWAY CHARACTERISTICS DURING CONSTRUCTION. Delete the second paragraph.
05/07/91

SECTION 644

SERVICES TO BE FURNISHED BY THE CONTRACTOR

SPECIAL PROVISION

Delete subsection 644-2.01 in its entirety and substitute the following:

644-2.01 FIELD OFFICE. The Contractor shall furnish and maintain a suitable office for use of the Engineer for the duration of the construction work. Such office may be a part of the Contractor's building, in which case it shall be completely partitioned off from the balance of the structure and it shall be provided with a separate outside door equipped with a lock. A suitable stove or other heating device shall be provided with necessary fuel. Adequate electrical lighting and 120-volt, 60-cycle power shall be furnished. The office shall have at least 100 square feet of floor space and shall have at least 12 square feet of window area, along with adequate provision for ventilation.

The office shall be equipped with a minimum 3' x 5' desk, a minimum 3' x 6' layout table, a two drawer file cabinet, and two chairs. The office shall have telephone lines installed for a telephone and a fax machine. The Contractor shall be responsible for installing the telephone lines, the state will be responsible for all telephone call charges.

The field office shall be available for occupancy from the time the Contractor mobilizes to the job site until the time the Contract demobilizes from the jobsite.

SECTION 703

AGGREGATES

STANDARD MODIFICATION

703-2.01 FINE AGGREGATE FOR CONCRETE. *In the first sentence, insert ", class A," after "AASHTO M 6".*

Add the following: AASHTO T 104 shall be performed using sodium sulphate solution.

The maximum mass percent of material finer than No. 200 sieve in (a), concrete subject to surface abrasion, shall be 3.0.

703-2.02 COARSE AGGREGATE FOR CONCRETE. *In the first sentence, insert ", class B," after "AASHTO M 80".*

703-2.09 SUBBASE. *Move the second sentence of the third paragraph to the second paragraph.* (Degradation requirement applies to all gradings.)
05/07/91

SECTION 709

REINFORCING STEEL AND WIRE ROPE

709-2.01 REINFORCING STEEL. *Add the following:*

Epoxy-coated reinforcing Bars (Including Patching Material)	ASTM A775
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SECTION 716

STRUCTURAL STEEL

STANDARD MODIFICATION

716-2.03 HIGH TENSILE STRENGTH BOLTS. *Add the following:* All bolts, nuts, and washers are to be marked with a symbol identifying the manufacturer as required in ASTM A325 section 14, A490 section 15, A563 section 10.7 & 10.8, A194 section 14, and F436 section 14. The supplier shall provide the symbol and address of each manufacturer for all the bolts, nuts, and washers supplied to the project.

The supplier's certification shall provide a corresponding lot number appearing on the shipping package and the certification. The supplier's certification shall note when and where all testing was done, including the rotational-capacity tests indicated below, and include zinc thickness when galvanized bolts and nuts are used.

The maximum hardness for AASHTO M 164(A325) bolts shall be 33R_C. The maximum tensile strength shall be 150ksi for bolts 1 inch or less in diameter and 120ksi for larger bolts.

Nuts shall be Grade 2H or DH for black or galvanized fasteners. For galvanized fasteners the nuts shall be overtapped to the minimum amount required for the fastener assembly. All nuts, bolts and washers shall have the manufacturers markings on them.

All galvanized nuts shall be lubricated with a lubricant containing a visible dye so a visual check can be made for the lubricant at the time of field installation. Black bolts shall be "oily" to the touch when installed. Weathered or rusted bolts shall be cleaned and re-lubricated prior to installation.

High-strength fasteners, black and galvanized, shall be subjected to a rotational-capacity test (AASHTO M 164, Section 8.5) and shall meet the following requirements:

- a. They shall go through two times the required number of turns (from snug tight conditions) indicated in the 1988 Interim AASHTO Bridge Specification, Table 10.17B, in a Skidmore-Wilhelm Calibrator, or equivalent tension measuring device, without stripping or failure.
- b. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Required Fastener Tension, AASHTO Table 10.17A.
- c. The measured torque to produce the Required Fastener Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 PD$$

Where: Torque = Measured Torque (Foot-Pounds)
P = Measured Bolt Tension (Pounds)
D = Nominal Diameter (Feet)

Proof load tests (ASTM F 606 Method 1) are required for the bolts. Wedge tests of full size bolts are required in accordance with Section 8.3 of AASHTO M 164. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests (AASHTO M 291) are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping and lubricating.

All galvanized nuts shall be lubricated in accordance with ASTM A563 section 4.8. In addition the name, method of application, and dilution of the lubrication applied to the nuts shall be provided with the documentation.

Section 7.4 of ASTM A563 shall be deleted and Section 7.5 changed to read as shown below. These requirements also apply to 2H nuts covered under ASTM A194.

7.5 Nuts to be used on bolts mechanically zinc coated or on bolts hot-dip zinc-coated, shall be tapped oversize by a diametral amount sufficient to permit assembly on the coated bolt thread, unless other requirements are specified in the inquiry or purchase order.

5/12/89

SECTION 720

ELASTOMERIC PADS

STANDARD MODIFICATION

720-2.01 Delete in its entirety and substitute the following: Elastomeric bridge bearing pads shall conform to the requirements of AASHTO M 251 with the following revisions:

4.2 Elastomeric Material. Revise the first sentence to read: The elastomeric compound used in the construction of the bearings shall contain only virgin natural polyisoprene (natural rubber) as the raw polymer; neoprene shall not be used.

4.2.1 Delete in its entirety.

4.2.2 Revise the line call-out to read:

M4AA 520 A₁₃ B₁₃ C₁₂ F₁₉ Z₁₁

Z₁₁ - Adhesion:

Steel Laminations - ASTM D429 Method B - 40 lb/in min

Fabric Laminations - California Test No. 663 - 40 lb/in min

4.5 Fabrication Details. Add the following:

Pads over 3/4 inch in thickness shall be laminated and shall consist of alternate laminations of elastomer and metal or fabric reinforcements. The outside laminations shall be metal or fabric. Laminations of elastomer shall be 1/2 inch in thickness.

05/12/89

SECTION 729

GEOTEXTILES

SPECIAL PROVISION

Add the following subsection:

729-2.04 TEMPORARY SILT FENCE. The geotextile supplied shall meet the physical and mechanical properties listed in Table 729-4.

Table 729-4

**GEOTEXTILE REQUIREMENTS FOR
TEMPORARY SILT FENCE**

Geotextile Property	Test Method (ASTM)	Fence Supported Requirements	Self-Supported Requirements
Grab Tensile Strength lbs. min.	D-4632	90	90
Elongation at 50% minimum tensile strength (45 lb.) % max.	D-4632	N/A	50
Water Permittivity l/sec. min.	D-4491	0.01	0.01
Apparent Opening Size mm., max.	D-4751	0.84	0.84
Ultraviolet Degradation at 500 hour exposure, min. % strength retained	D-4355	70	70
Geotextile Acceptance Pass or Fail	D-4759	Pass	Pass

Notes:

1. Geotextile Property Value = Minimum average roll values 95% confidence level in the weaker principal direction.
2. 0.84 mm. = U.S. Standard Sieve Size 20