

Project # 23-19

**FGA Landfill Road Dust Control
SPECIAL CONTRACT REQUIREMENTS**

**Request for Proposal
April 2, 2024**



**SALCHA-DELTA SOIL AND WATER CONSERVATION DISTRICT
P.O. Box 547
DELTA JUNCTION, AK 99737
(907) 895-6279
FAX: (907) 895-6278**

Table of Contents

Section 100 General Provisions

Section 101 Definitions and Terms

Section 102 Proposal Requirements and Conditions

Section 103 Award and Execution of Contract

Section 104 Scope of Work

Section 105 Control of Work

Section 106 Control of Material

Section 107 Legal Relations and Responsibility to Public

Section 108 Prosecution and Progress

Section 109 Measurement and Payment

Section 624 Calcium Chloride for Dust Control

Section 640 Mobilization and Demobilization

Section 641 Hazardous Materials Control Plan

Section 643 Traffic Maintenance

Section 646 CPM Scheduling

Attachment A – Proposal Withdrawal Request Form

Attachment B – FGA Chapter 5: Spill Notification and Response

Attachment C – Plan

SECTION 100 - SUMMARY OF PROPOSAL

100-1.01 Description

In general, the Work under this Contract includes, but is not necessarily limited to, the following major items as specified in these documents and as shown on the Project Map. The following descriptions are provided as an outline of major work items and shall not be construed as an inclusive or complete listing of all Items of Work under this Contract.

On Fort Greely Army Base (FGA) near Delta Junction, AK there are several high use gravel roads. The roads under this contract have variable surface widths and were constructed to varying standards of construction. At times during the summer the airborne dust becomes a hazard to traffic. This project will fix that problem by mixing Calcium Chloride in with the surface aggregate. The Contractor will be responsible for supplying all administration efforts, materials, labor, equipment necessary for constructing this road improvement per the plans and specifications within this document.

100-1.02 Proposal Dates

Due Date:

Proposals will be accepted starting on Monday, April 15, 2024 at 4:00 pm. Proposals received before this time will be returned to the sender and marked “non-responsive.”

Proposals must be received by Tuesday, April 16, 2024 at 10:00 am. Proposals received after this time will be returned to the sender and marked “non-responsive.”

E-mail to: RFP@salchadeltaswcd.org Please call (907) 895-6279 to confirm receipt of email.

Proposal Requirements:

Submitted Proposal must be completely filled out, signed and include the company's name and contact information. In addition, proposal must be initialed at each Addendum item confirming receipt and acceptance.

Questions and Addendum:

All questions regarding this RFP must be submitted via email only and received by: Thursday, April 11, 2024 @ 4:00 pm

All submitted questions will be answered through an Addendum released via email and at our website at: <https://www.salchadeltaswcd.org/contractors-portal/> on the following dates:

Addendum 1: Friday, April 12, 2024

It is the contractor's responsibility to check for Addendum prior to submitting a proposal.

100-1.03 PROPOSAL REQUIREMENTS

Submitted Proposal must be completely filled out, signed and include the company's name and contact information. In addition, proposal must be initialed at each Addendum item confirming receipt and acceptance.

A Proposal Guaranty is required. See Section 102-1.07.

A Performance and Payment Bond is required. See Section 103-1.05.

A copy of the appropriate contractor's license and proof of required insurance must be on file with the Salcha-Delta SWCD before contract will be awarded.

Required Insurance – See Section 103-1.06.

In addition, the proposal must include the following information:

Total Job Price - The total job price must cover all costs necessary to complete the job and fulfill the contractual responsibilities as stated in this Request for Proposal. It is to include, but is not limited to, equipment costs, fuel and maintenance expenses, operator's wages, transportation of equipment to and from the site, set up costs, insurance, and potential road damage repair.

NOTE:

- It is the intent of the SDSWCD to award this contract to include all seven (7) Priority Areas. If the funding allocation does not permit all seven (7) areas the SDSWCD will award as many areas as possible in the order of priority.
- It may take up to 45 days after acceptance of contractor's invoice by the SDSWCD before funds are received and payment can be made by the SDSWCD.
- Must comply with appropriate OSHA regulations.
- The SDSWCD reserves the right to refuse any and all proposals.
- Depending on funding, there is a potential for increased effort to be awarded under this contract; increases will be awarded at our discretion and without re-offering.
- Pay employees using most recent Davis-Bacon wage determination and provide certified payroll weekly to Salcha-Delta SWCD. **This does not need to be submitted to the state.**

PROPOSAL FORM

Proposal Due: Tuesday, April 16, 2024 @ 10:00 AM

Project Number: 23-19

Project Name: FGA Landfill Road Dust Control

Contractor Company: _____

Representative Name: _____

Contact Phone Number: _____

E-Mail: _____

| Item Description | Unit | Quantity | Unit Price | Total Price |
|---------------------------------------|----------|--------------|------------|-------------|
| 624 - Calcium Chloride Priority 1 | Ton | 32.70 | | |
| 624 - Calcium Chloride Priority 2 | Ton | 2.90 | | |
| 624 - Calcium Chloride Priority 3 | Ton | 9.00 | | |
| 624 - Calcium Chloride Priority 4 | Ton | 2.30 | | |
| 624 - Calcium Chloride Priority 5 | Ton | 14.50 | | |
| 624 - Calcium Chloride Priority 6 | Ton | 11.50 | | |
| 624 - Calcium Chloride Priority 7 | Ton | 3.00 | | |
| 640 - Mobilization and Demobilization | Lump Sum | All Required | | |
| 643 - Traffic Maintenance | Lump Sum | All Required | | |

TOTAL PROPOSAL PRICE
\$ _____

Addendum 1 Received: _____ (initial)

Submitted By: _____

Date: _____

SECTION 101 DEFINITIONS AND TERMS

101-1.01 GENERAL.

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

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

Cited publications refer to the most recent issue, including interim publications, in effect on the date of the Request for Proposal, unless specified by year or date.

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

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

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

101-1.02 ACRONYMS. (RESERVED)

101-1.03 DEFINITIONS.

All definitions used in this document will conform with the Alaska Department of Transportation and Public Facilities, Standard Specification for Highway Construction 2020 Edition.

The term "Engineer" refers to both the Engineer and SDSWCD Project Manager.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102-1.01 QUALIFICATION OF PROPOSERS.

A proposer shall, when requested, submit the following:

1. Current Business License
2. Current Contractor's License
3. Equitable Designation Form (Provided by SDSWCD)

102-1.02 CONTENTS OF REQUEST FOR PROPOSAL.

Unless otherwise stated in the RFP package, the Plans, Specifications, permits, forms and any other documents designated in the RFP package are considered a part of the proposal whether attached or not.

102-1.03 INTERPRETATION OF QUANTITIES IN PROPOSAL.

When quantities are provided in the RFP, proposal prices shall be based on the estimated quantities shown in the RFP. Quantities of work to be done and materials to be furnished are approximate and are prepared only for the comparison of proposal. These quantities may increase, decrease, or be eliminated as provided. Payment for unit price items will be made for the actual accepted quantities of work performed and materials furnished under the Contract, as determined using the method of measurement specified in the Contract.

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE.

Proposers shall examine the work site and all Contract documents before preparing a proposal. Submitting a proposal is a binding representation that the proposer is aware of the conditions to be encountered and has examined and understands all of the Contract documents.

SDSWCD records of subsurface and hydrological investigations, including but not limited to, boring logs, test results, soil investigation reports, material reports, and other supplemental information are made available for information purposes only. These records are not part of the Contract. These records indicate subsurface conditions only at specific locations at the time sampled, and only to the depths penetrated. They do not necessarily reflect frozen state, or variations in soil, rock or hydrology that may exist between or outside such locations or at other times. Actual conditions, including ground water levels and saturation, may differ from what is shown in the records.

Material sources referenced in SDSWCD records may not contain materials of sufficient quantity or quality to meet project requirements. Sources may be subject to operational restrictions. The availability of these records does not constitute approval, nor guarantee suitability of soils or sources, or the right to use sources referenced in these records for this project. SDSWCD records shall not substitute for independent investigation, interpretation, or judgment of the proposer. The SDSWCD is not responsible for any interpretation or conclusion drawn from its records by the proposer. Proposers shall examine Subsection 106-1.02 Material Sources for further information.

Geotechnical reports referenced in the Request for Proposals, or otherwise made available, may contain data, discussions, and references to material sources. The inclusion of material source information in these reports does not mean they are a Mandatory, Designated, or Available Source as described in Subsection 106-1.02. For a material source to be considered Mandatory, Designated, or Available, it must be stated as such in the Specifications, or so described on the Plans.

Any questions about proposal procedures, site conditions, or Contract requirements must be submitted in writing. Questions must be submitted in accordance with the dates and times as specified in the Subsection 100-1.02 No oral responses or other oral statements are binding on the SDSWCD. Any response to a material question shall be issued by addendum, as described in the RFP and available via the SDSWCD website at www.salchadeltaswcd.org

102-1.05 PREPARATION OF PROPOSAL.

Submitted Proposal must be completely filled out, signed and include the company's name and contact information. In addition, proposal must be initialed at each Addendum item confirming receipt and acceptance.

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

A proposer submitting an electronic proposal agrees that its digital signature constitutes a binding signature.

The proposer shall make no claim against the SDSWCD in the event it is unable to submit its proposal electronically. The SDSWCD reserves the right to postpone the proposal opening in the event of technical problems.

102-1.06 NONRESPONSIVE PROPOSALS.

A proposal may be rejected as nonresponsive, in the SDSWCD's discretion, if it:

1. Is not typed or completed in ink;
2. Fails to include an acknowledgement of receipt of each addendum by initially where required;
3. Is missing a proposal price for any pay item, except when alternate pay items are authorized.
4. Is not properly signed and initialed by an authorized representative of the proposer and in a legally binding manner;
5. Contains unauthorized additions, conditional or alternative proposals, or other irregularities that make the proposal incomplete, indefinite, or ambiguous;
6. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award, except for an award limitation under Subsection 102-1.05;
7. Fails to include an acceptable guaranty with the proposal, if required;
8. Is materially unbalanced; or

9. Fails to meet any other material requirement of the Request for Proposal.
10. Is received outside the stated acceptance window

102-1.07 PROPOSAL GUARANTY.

When required, the proposal shall be accompanied by a guaranty in the amount no less than 10% of the total job price. The guaranty shall be unconditionally payable to the Salcha-Delta Soil & Water Conservation District and shall be in the form of an acceptable paper Bond (SDSWCD Proposal Bond Form), an electronic bond acceptable to the SDSWCD, a certified check, a cashier's check, or a money order.

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

An individual surety will not be accepted as a proposal guaranty.

102-1.08 DELIVERY OF PROPOSALS.

Proposals shall be submitted electronically through email or fax, or shall be submitted in a sealed envelope. When proposals are submitted in a sealed envelope, the envelope shall clearly indicate its contents and the designated address, as specified on the Request for Proposal. Proposals for other work may not be included in the envelope. In the event of a proposal delay, electronic proposers that have already submitted their proposal prior to the delay must resubmit their proposal or their proposal will not be received.

102-1.09 WITHDRAWAL OF PROPOSALS.

Proposals may be withdrawn in writing delivered in person or by email, provided that the SDSWCD receives the withdrawal before the deadline stated in the in the RFP. A Withdrawal Form, available on the SDSWCD website, must be signed and submitted by the proposer's duly appointed representative who is legally authorized to bind the proposer. Once the original proposal's withdrawal is received, a new proposal may be submitted, but must be received within the acceptance window.

102-1.10 PROTEST OF AWARD.

An interested party may protest the award of a contract or the proposed award of a contract. The protest shall be filed in writing within 3 day from Notice of Intent to Award to the contracting officer and include the following information:

1. the name, address, and telephone number of the protester;
2. the signature of the protester or the protester's representative;
3. identification of the contracting agency and the solicitation or contract at issue;
4. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. the form of relief requested.

102-1.11 ADDENDA REQUIREMENTS.

The SDSWCD will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or Proposal opening date are needed. The SDSWCD will post the addenda on its website on the addenda schedule contained in the RFP. Proposer's are responsible for ensuring that they have received all addenda affecting the Request for Proposal. Proposers must acknowledge all addenda by initials on the Proposal Form, which must be received within the acceptance window. Incomplete proposal forms will be considered nonresponsive.

102-1.12 RECEIPT AND REVIEW OF PROPOSALS.

The SDSWCD will only consider proposals, received after the Proposal Submission start date and time and before the deadline stated in the Request for Proposal.

The SDSWCD will assemble, review and notify proposers on the day of the submission deadline, or as soon thereafter as practicable. The SDSWCD is not responsible for failing to open proposals that are improperly addressed or identified.

102-1.13 RESPONSIBILITY OF PROPOSERS.

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

1. Evidence of proposal rigging or collusion;
2. Fraud or dishonesty in the performance of previous contracts;
3. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
4. Unsatisfactory performance on previous or current contracts;
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
6. Uncompleted work that, in the judgment of the SDSWCD, might hinder or prevent the proposer's prompt completion of additional work, if awarded;
7. Failure to reimburse the SDSWCD for monies owed on any previous contracts;
8. Default under previous contracts;
9. Lack of skill, ability, financial resources, or equipment required to perform the contract;
- or
10. Lack of legal capacity to contract.

Nothing contained in this section deprives the SDSWCD of its discretion in determining the lowest responsible proposer.

102-1.14 ELECTRONIC MAIL.

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

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

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

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

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

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

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103-1.01 CONSIDERATION OF PROPOSAL.

After the proposals are reviewed, the proposals will be mathematically checked and compared on the basis of the sum of the products of the proposal schedule quantities and the unit proposal prices where appropriate. The unit proposal prices govern if there is an error in extending the unit proposal prices, or in totaling the extensions, or if an extension is missing.

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

A proposer may request withdrawal of a proposal after review and before the Award. Withdrawal of an inadvertently erroneous proposal before or after proposal review, or cancellation of awards or contracts based on proposal mistakes may be permitted. After proposal review, changes in proposal prices or other provisions of proposals prejudicial to the interest of the SDSWCD or fair competition will not be permitted. A decision to permit the withdrawal of a proposal, or to cancel an award or contract based on proposal mistake, shall be supported by a written determination made by the SDSWCD. If a proposer is permitted to withdraw a proposal before award, an action may not be maintained against the proposal or the proposal security, if required by the Request for Proposal.

103-1.02 SUBCONTRACTOR LIST.

The apparent low proposal shall submit a completed SDSWCD Subcontractor List Form, within five working days following receipt of written notification by the SDSWCD that it is the low proposer.

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

If a proposer 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 proposal amount, the proposer agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

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

All subcontractors listed by the Contractor shall have a valid Alaska business license and a valid contractor license. If a subcontractor listed by the Contractor does not have a valid business license and contractor license, the Contractor shall replace the subcontractor with a subcontractor that had a valid Alaska business license and contractor's license.

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

1. Fails to comply with licensing requirements;
2. Fails to obtain a valid Alaska business license;
3. Files for bankruptcy or becomes insolvent;

4. Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the proposer acted in good faith;
5. Fails to obtain bonding acceptable to the SDSWCD;
6. Fails to obtain insurance acceptable to the SDSWCD;
7. Fails to perform the subcontract work for which the subcontractor was listed;
8. Refuses to agree or abide with the proposer's labor agreement; or
9. Is determined by the SDSWCD to be not responsible.

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

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

If a proposer violates this subsection, the Contracting Officer may cancel the Contract after Award without any damages accruing to the SDSWCD.

103-1.03 AWARD OF CONTRACT.

The SDSWCD will award the Contract to the lowest responsible and responsive proposer unless it rejects all proposals. The SDSWCD will notify all proposers in writing via email of its intent to award.

The SDSWCD will notify the successful proposer in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful proposer's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the proposal security, if required by the Request for Proposal.

If an award is made, it will be made as soon as practicable. Award may be delayed due to proposal irregularities or a proposal protest, or if the award date is extended by mutual consent. Proposals shall be valid for 30 days after proposal review and may be extended by mutual consent.

103-1.04 RETURN OF PROPOSAL GUARANTY.

The SDSWCD will return proposal guaranties, other than proposal bonds:

1. To all except the two lowest responsive and responsible proposers, as soon as practicable after the review of proposals; and
2. To the two lowest responsive and responsible proposers immediately after Contract award.

103-1.05 PERFORMANCE AND PAYMENT BONDS.

The successful proposer shall furnish all required Performance and Payment Bonds on forms provided by the SDSWCD for the sums specified in the Contract. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under Alaska Statute 21.09 or two individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the SDSWCD with security assets located in Alaska equal to the penal amount of either the performance bond or the payment bond.

Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the SDSWCD be liable for these costs.

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

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

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under Subsection 107-1.19.

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

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

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

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

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

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

103-1.06 INSURANCE REQUIREMENTS.

The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the SDSWCD covering injury to persons and property suffered by the SDSWCD or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (1) are permitted to transact the business of insurance in the State of Alaska under Title 21 of the Alaska Statutes and (2) have a financial rating acceptable to the SDSWCD. A certificate of insurance must be furnished to the SDSWCD prior to award. The certificate of insurance must provide for notice of cancellation or non-renewal in accordance with policy provisions.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13.

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation", the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

1. Workers' Compensation and Employer's Liability Insurance - \$100,000
Note: Workers' Compensation must comply with the requirements of Alaska Statute 23.30.
2. General Liability Insurance - \$500,000 per occurrence
3. Automobile Liability Insurance
 - a. For commercial motor vehicles, as defined by the Department of Public Safety, Division of Motor Vehicles, Commercial Vehicle Section:
 - \$500,000 bodily injury or death in a single occurrence;
 - \$200,000 property damage in a single occurrence
 - b. For other vehicles used in connection with performing the contract:
 - \$200,000 for bodily injury or death per person
 - \$500,000 for bodily injury or death per occurrence
 - \$25,000 property damage per occurrence

The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

- \$50,000 bodily injury or death of one person per occurrence
- \$100,000 bodily injury or death of two or more persons per occurrence
- \$25,000 property damage per occurrence

The SDSWCD shall be named as an additional insured on policies required by items 2 and 3 above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the SDSWCD, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an

additional insured it obtains, shall also be extended to waive rights of subrogation against the SDSWCD and to add the SDSWCD as an additional named indemnitee and as an additional insured.

The apparent low proposer shall furnish evidence of insurance to the SDSWCD before award of the Contract. The evidence shall be issued to the SDSWCD and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements;
5. Be executed by the carrier's representative; and
6. Provide that the SDSWCD shall receive written notice of cancellation or non-renewal in accordance with policy provisions.

The SDSWCD's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the SDSWCD discretion, be sufficient grounds for declaring the Contractor in default.

The Contractor shall insert the substance of Section 103-1.06 in subcontracts under this contract that require work on a Government installation and the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request shall require subcontractors to provide and maintain the insurance required.

103-1.07 EXECUTION AND APPROVAL OF CONTRACT.

The successful proposer shall execute and return the Contract Form and all other required documents to the SDSWCD within the time specified, or within 7 days after receipt by the proposer if no time is specified. A contract is awarded only after it has been signed by the Contracting Officer.

103-1.08 FAILURE TO EXECUTE CONTRACT.

If the successful proposer fails to appropriately execute and return the Contract Form and other documents within time specified, as required above, the SDSWCD may cancel the intent to award and keep the proposal guaranty. The SDSWCD will then, in its discretion, award the Contract to the next lowest responsive and responsible proposer or re-advertise the work.

103-1.09 ORAL STATEMENTS.

The written terms of the Contract are binding. No oral statement of any person shall, in any manner or degree, modify or otherwise affect, change, or amend the terms of the Contract.

103-1.10 INTEGRATED CONTRACT.

This Contract is an integrated document and contains the complete agreement and understanding of the parties. There are no unwritten agreements or understandings between the parties. Changes ordered or agreed upon, Directives given, or Equitable Adjustments issued under this Contract, and all other matters affecting the Contract, must be in writing in order to be binding and effective.

SECTION 104 SCOPE OF WORK

104-1.01 INTENT OF CONTRACT.

The intent of the Contract is to provide for the construction and completion of every detail of the described work. The Contractor shall furnish all labor, material, supervision, equipment, tools, transportation, supplies, and other resources required to complete the work in the time specified and in accordance with the Contract.

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

104-1.02 CHANGES.

Within Contract Scope.

The Engineer may order changes within the general scope of the Contract at any time, and without notice to sureties, including altering, ordering additions to, or ordering deletions of quantities of any item or portion of the work. These changes shall be made by a written Change Order and shall not invalidate the Contract or release the sureties.

1. If the change does not materially differ in character or unit cost from specified Contract work, the Contractor shall perform the work at the original contract measurement methods and prices, subject to the provisions of Subsection 109-1.04.
2. If the change is materially different in character or unit cost from that specified in the Contract, a new Contract Item will be established, and an equitable adjustment to Contract price and Contract time shall be calculated by one of the following methods:
 - a. The Engineer and Contractor agree upon an adjustment to Contract price and Contract time, and the Engineer issues a change order for the described work;
 - b. The Engineer requires the Contractor to proceed with the described work, with an adjustment to contract price and contract time, calculated by time and materials basis under Subsection 109-1.05, and the Engineer issues a change order for the work. The Contractor shall keep complete daily records of the cost of such work; or
 - c. The Engineer may issue a unilateral Change Order requiring the Contractor to proceed with the work with an adjustment to the payment amount or Contract time based on the Engineer's estimate of reasonable value. The Contractor shall keep complete daily records of the cost of such work.
If the Engineer eliminates a Contract item, the Contractor shall accept compensation under Subsection 109-1.09.

Outside Contract Scope.

Changes determined to be outside the general scope of the Contract shall be made only in writing by Supplemental Agreement. Additional bonding or insurance may be required.

Cost and Pricing Data.

Before a Change Order or Supplemental Agreement covering work for which there is no established Contract price will be written, the Contractor shall submit detailed cost or pricing

data regarding the changed work. The cost or pricing data shall include an itemization of production rates and all costs including labor, materials, and equipment required for the work. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief, accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work.

Time Analysis.

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

104-1.03 DIFFERING SITE CONDITIONS.

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

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

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

Unless otherwise directed by the Engineer, the Contractor shall leave the affected area undisturbed and suspend work in that area until the Engineer investigates the conditions. In the event that the contractor exposes permafrost, the contractor will make a reasonable effort to cover and protect the permafrost from degradation and notify the Engineer immediately.

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

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

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

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

104-1.04 USE OF MATERIALS FOUND ON THE WORK.

Before using borrow, the Contractor shall utilize Useable Excavation to construct the selected material layers on the project. For the purposes of this subsection, Useable Excavation is material encountered in the excavation that meets the requirements of Subsection 703-2.07 Selected Material. For excavating the Useable Excavation and constructing the selected material layers with Useable Excavation, the Contractor shall be paid only the unit proposal price for excavation, if detailed in the Proposal Schedule. Hauling, placing, compacting and other activities required to construct the selected material layers with Useable Excavation shall be subsidiary to excavation, and the Contractor shall not be paid additional sums for those activities. The Engineer may approve the use of borrow when Useable Excavation is not available.

The Engineer may authorize the Contractor to use the Useable Excavation for Contract items other than construction of the selected material layers on the project, and the Contractor shall be paid both for the excavation of the Useable Excavation and for the other Contract item for which it is acceptably used. If this action results in a shortage of material for the selected material layers:

1. The Contractor shall replace Useable Excavation used for other Contract items on a yard for yard basis with borrow acceptable to the Engineer; and
2. This replacement shall be at the Contractor's expense and at no additional cost to the Department. The Contractor shall pay any royalties required for the borrow.

The Contractor shall not excavate or remove any material that is within the right-of-way but outside the slope and grade lines described in the Contract, without written authorization from the Engineer.

In the event the Contractor has processed material from a furnished sources in excess of the quantities required for performance of the Contract, the SDSWCD may retain possession of the surplus processed materials, including any unsuitable material produced as a by-product, without obligation to pay the Contractor for processing costs. When the surplus materials are in a stockpile, the Engineer may direct the Contractor to leave the materials in the stockpile, level the stockpile(s) or remove the materials and restore the premises to a satisfactory condition at no additional cost to the Department. This provision does not apply to material specifically produced under Section 305, Stockpiled Material.

104-1.05 CLEANUP.

The Contractor shall remove all rubbish, temporary structures, excess materials, and equipment from the project site, from furnished materials sources, and from all work areas before project completion.

SECTION 105 CONTROL OF WORK

105-1.01 AUTHORITY OF THE ENGINEER.

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

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

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

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

The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor, including cost or pricing data submitted under Subsection 104-1.02.

105-1.02 PLANS AND WORKING DRAWINGS.

The SDSWCD shall provide the Contractor at least two full size sets of the conformed Plans and Specifications. If cross-sections are available, one set will be provided. The Contractor shall keep a complete set of these documents available on the project site at all times.

105-1.03 CONFORMITY WITH PLANS AND SPECIFICATIONS.

Work performed and materials furnished shall conform to the Plans and Specifications and be within specified tolerances. When tolerances are not specified, the Engineer will determine the limits allowed in each case.

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

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

105-1.04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.

These Standard Specifications, Plans and all supplementary documents are essential parts of the Contract. They are intended to complement each other and describe and provide for a complete project. A requirement occurring in one is as binding as if occurring in all.

In case of conflict, calculated dimensions will govern over scaled dimensions. In the event that any of the following listed contract documents conflict with another listed contract document, the order of precedence is:

1. Addenda
2. Specifications
3. Plans

The Contractor shall not take advantage of any apparent error or omission in the Contract documents. The Contractor may not base a claim for additional compensation or Contract time on a patent error, omission, or conflict in the Contract documents. The Contractor shall notify the Engineer immediately of any apparent errors or omissions in the Contract documents. The Engineer will make any corrections or interpretations necessary to fulfill the intent of the Contract.

105-1.05 COOPERATION BY CONTRACTOR.

The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Engineer, SDSWCD staff, and other contractors in every way possible.

Either the Contractor's Superintendent or an acting Superintendent with authority to represent and act for the Contractor shall be available within the proximity of the project whenever work is occurring. The Contractor shall employ, as its agent, a competent superintendent thoroughly experienced in the type of work being performed and capable of reading and thoroughly understanding the Plans and Specifications.

The Contractor shall provide 24-hour contact information for the Superintendent. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Engineer, to supervise workers and to coordinate the work of subcontractors. The Contractor shall give the superintendent full authority to supply the resources required. The Contractor shall furnish superintendence regardless of the amount of work sublet.

105-1.06 UTILITIES.

The Contractor shall:

1. Make all necessary arrangements with utility owners to locate all utilities that may be within an area of work before excavation in that area;
2. Provide right-of-way staking and construction staking with lines and grades before excavation in that area;
3. Prevent damage to utilities or utility property within or adjacent to the project;
4. Carefully uncover utilities where they intersect the work;

5. Immediately stop excavating in the vicinity of a utility and notify the Engineer and the utility owner if an underground utility is discovered that was not field marked or was inaccurately field marked;
6. Promptly notify the utility owner and the Engineer in the event of accidental interruption of utility service, and cooperate with the utility owner and the Engineer until service is restored;
7. Take all precautions necessary to protect the safety of workers and the public when performing work involving utilities

Compensation.

1. Except as otherwise specifically provided in this Subparagraph 4, no equitable adjustment will be paid by the SDSWCD:
 - a. Due to any variations in location, elevation, and nature of utilities shown on the Plans, identified in the Dig Permit, or the operation of removing, adjusting, or relocating them;
 - b. For any delays, inconvenience, or damage sustained as a result of interference from utility owners, interference from utilities, or interference from the operation of removing, adjusting, or relocating utilities; or
 - c. For any adjustments or relocations of utilities requested for the Contractor's convenience.
2. Except as otherwise specifically provided in this Subparagraph 4, the Engineer will issue a Change Order with equitable adjustment if utilities not shown on the Plans require removal, adjustment, or relocation.
3. When the Contractor damages utilities, the utility owner may choose to repair the damage or require the Contractor to repair the damage. When the Contractor damages utilities:
 - a. No equitable adjustment will be paid by the Department, and the Contractor shall be solely responsible for repair costs and expenses, when:
 - i. The Contractor failed to obtain field locates before performing the work that resulted in the damage;
 - ii. The utility is visible in the field; or
 - iii. The Contractor could otherwise reasonably have been aware of the utility.
4. The Engineer will issue a Change Order with an equitable adjustment if:
 - a. If a delay is caused by a utility owner, is beyond the control of the Contractor, and is not the result of the Contractor's fault or negligence, the Engineer may issue a Change Order with an equitable adjustment to contract time, but no equitable adjustment will be made for the cost of delay, inconvenience or damage. Additional contract time may be granted if the cause of delay is because a utility owner is to perform utility work:
 - i. By dates stated in the RFP, and the utility work is not completed by the dates stated; or
 - ii. In cooperation with the Contractor, and the utility owner does not complete the work in a timely manner, based on a written progress schedule agreed upon by the Contractor and the utility owner.
 - b. If the Engineer orders the Contractor to make necessary construction or repairs due to incomplete utility work by utility owners, the Contractor will be paid as specifically provided for in the Contract, or the Engineer will issue a Change Order with equitable adjustment.

105-1.07 COOPERATION BETWEEN CONTRACTORS.

The SDSWCD may, at any time, contract for and perform other or additional work on or near the Project.

The Contractor shall allow other contractors reasonable access across or through the Project.

The Contractor shall cooperate with other contractors working on or near the Project and shall conduct work without interrupting or inhibiting the work of other contractors. All contractors working on or near the Project shall accept all liability, financial or otherwise, in connection with their Contract. No claim shall be made by the Contractor or paid by the SDSWCD for any inconvenience, delay, damage or loss of any kind to the Contractor due to the presence or work of other contractors working on or near the Project.

The Contractor shall coordinate and sequence the work with other contractors working within the same project limits. The Contractor shall properly join the work with work performed by other contractors and shall perform the work in the proper sequence to that of the others. The Contractor shall arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project.

The Contractor shall defend, indemnify and save harmless the SDSWCD from any damages or claims caused by inconvenience, delay, or loss that the Contractor causes to other contractors.

105-1.08 SURVEY CONTROL.

The SDSWCD will provide sufficient horizontal and vertical control data to establish the planned lines, grades, shapes, and structures. The Contractor shall provide all additional survey work to maintain control during the project.

105-1.09 DUTIES OF THE INSPECTOR.

The SDSWCD's inspectors are authorized to examine all work done and materials furnished, but cannot approve work or materials. Only the Engineer can approve work or materials. The inspectors can reject work or materials until any issues can be referred to and decided by the Engineer. The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

105-1.10 INSPECTION OF WORK.

All materials and each part and detail of the work shall be subject to inspection by the SDSWCD for compliance with the Contract. The Contractor shall allow safe access to all parts of the work and provide information and assistance to the Engineer to ensure a complete and detailed inspection.

Any work done or materials used without inspection by an authorized SDSWCD representative may be ordered removed and replaced at the Contractor's expense, unless the SDSWCD failed to inspect after being given reasonable written notice that the work was to be performed.

The Contractor shall remove and uncover portions of finished work when directed. After inspection, the Contractor shall restore the work to Contract requirements. The cost to uncover

and restore work shall be at the Contractor's expense, except the SDSWCD will pay the cost to uncover and restore work if:

1. An authorized SDSWCD representative had previously inspected the work or the Contractor had provided reasonable prior written notice that the work was to be performed; and
2. The SDSWCD finds the uncovered work to be acceptable. If the SDSWCD finds the uncovered work to be unacceptable, the cost to correct the work, or remove and replace the work, shall be at the Contractor's expense.

Representatives of Contract funding agencies have the right to inspect the work. This right does not make that entity a party to the Contract and does not interfere with the rights of parties to the Contract.

The SDSWCD's observations, inspections, tests and approvals shall not relieve the Contractor from properly fulfilling its Contract obligations and performing the work in accordance with the Contract. Work that has been inspected but contains latent or hidden defects shall not be deemed acceptable even though it has been inspected and found to be in accordance with the Contract.

105-1.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

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

The Contractor shall establish necessary lines and grades before performing work. Work done before necessary lines and grades are established, work done contrary to the SDSWCD's instructions, work done beyond the limits shown in the Contract, or any extra work done without authority, will be considered as unauthorized and shall not be paid for by the SDSWCD, and may be ordered removed or replaced at no additional cost to the SDSWCD.

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

105-1.12 LOAD RESTRICTIONS.

No overloads will be permitted on a pavement, base or structure that will remain in place in the completed project. The Contractor shall be responsible for all damage done by their equipment due to overloads, and for damage done by a load placed on a material that is curing and has not reached adequate strength to support the load.

105-1.13 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the entire roadway and related roadway facilities located within the project (between the beginning of project and end of project shown on the Plans) from the date construction begins until the Contractor receives a letter of project completion. The Contractor shall maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in satisfactory condition at all times. The Contractor shall maintain those

areas outside the project that are affected by the work, such as haul routes, detour routes, structures, material sites, and equipment storage sites during periods of their use.

The Engineer may relieve the Contractor of this maintenance responsibility for specified portions of the project for any of the following:

1. During a seasonal suspension of work (Subsection 643-3.07)
2. Following partial completion (Subsection 105-1.14)
3. Following project completion (Subsection 105-1.15).

The Contractor shall maintain previously constructed work until a subsequent course, layer, or structure covers that work. The Contractor shall repair damage done to the work as described in Subsection 107-1.15.

All costs of maintenance work shall be subsidiary to the prices proposal on the various contract items, and the Contractor will not be paid an additional amount for such work.

If in the Engineer's opinion, the Contractor at any time fails to provide adequate maintenance, the Engineer will notify the Contractor of such noncompliance. The notification will specify the areas or structures for which there is inadequate maintenance, the corrective maintenance required, and the time allowed to complete corrective maintenance. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until corrective maintenance is completed; and
2. Employ others for corrective maintenance and deduct the cost from the Contract amount.

105-1.14 PARTIAL COMPLETION.

The Contractor may submit a written request for partial acceptance of a substantially complete geographically separate portion of the project. The Engineer may accept the portion in writing before project completion and relieve the Contractor of further maintenance responsibility for the completed work except for work specified for Period of Establishment under Section 618 if the Engineer inspects the portion and finds that it is substantially complete to Contract requirements, and acceptance is in the best interest of the SDSWCD.

Partial completion of the portion neither voids nor alters any Contract terms.

105-1.15 PROJECT COMPLETION.

The Contractor shall notify the Engineer, in writing, upon substantial completion of all work provided for under the Contract. The Engineer will then schedule and conduct the final inspection. If the inspection discloses that any work is incomplete or unsatisfactory, the Engineer will give the Contractor a list of work items that must be completed or corrected to reach substantial completion and to reach final completion.

The Contractor shall promptly complete or correct any work determined unsatisfactory by the final inspection and request a re-inspection.

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

When all physical work and cleanup provided for under the Contract is found to be complete, except for work specified for Period of Establishment under Section 618 the Engineer will issue a letter of project completion. Project completion stops the Contract time, but does not relieve the Contractor of any other Contract obligations.

105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION.

The SDSWCD will issue the letter of Final Acceptance after all of the following:

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

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

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

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

105-1.17 CLAIMS.

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

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

If the basis of claim or dispute is not resolved by agreement within 7 days of the date the Engineer is notified by the Contractor, the Contractor shall within the next 14 days submit a Contractor Intent to Claim Form to the Engineer. Failure to submit a Contractor Intent to Claim as required under this section constitutes a waiver of any future claim arising from or relating to the alleged act or occurrence.

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

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

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

The written Claim must include all of the following:

1. The act, event, or condition giving rise to the claim;
2. The Contract provisions that apply to the claim and that provide for the requested relief;
3. The item or items of Contract work affected and how they were affected;
4. The specific relief requested, including Contract time if applicable, and the basis upon which it was calculated;
5. Revised progress schedules under Subsection 108–1.03; and
6. A certification signed by the Contractor that to the best of the contractor's knowledge and belief, the data submitted is accurate, complete, and current and is the actual cost to the contractor or additional time for performing the additional work or supplying the additional materials.

The claim, in order to be considered, must show:

1. That the Contractor suffered damages or delay;
2. The damages or delay were caused by the act, event, or condition listed in the claim; and
3. That the Contract entitled the Contractor for relief due to the act, event, or condition specified in the Claim.

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

The Contracting Officer will issue a decision within 90 days of receipt of all information relating to the claim. The time for the Contracting Officer to issue a decision may be extended for up to 60 additional days by the commissioner if the claim concerns an amount in excess of \$50,000.

The Contracting Officer's decision is final and conclusive unless the Contractor delivers a notice of appeal to the SDSWCD and the SDSWCD Attorney within 14 days of receipt of the decision.

SDSWCD Attorney:

Raymond H. Royce III
Law Offices of Royce & Brain
1407 W. 31st Ave. 7th Floor
Anchorage, Alaska 99503

Office: 907.258.6792
Fax: 907.276.2919

Appeals from a Contracting Officer's decision shall be decided by a hearing, unless both the SDSWCD and the contractor agree to mediation and/or binding arbitration of the claim.

If mediation is unsuccessful, an appeal of a claim contract shall be resolved by a hearing, unless both the SDSWCD and the contractor agree to binding and final arbitration under the Alaska Uniform Arbitration Act.

In this section, a claim includes all issues, causes of action, and controversies arising from a construction contract for which a contractor or the contracting agency asserts compensation is due.

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

SECTION 106 CONTROL OF MATERIAL

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the SDSWCD. The Contractor shall supply materials that are new and that meet Contract requirements.

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

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

BUY AMERICA PROVISION.

The Contractor shall comply with the requirements of 23 CFR 635.410, Buy America requirements. All steel and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of steel and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

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

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

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

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

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

If requested, a contractor must provide a Certificate of Buy America Act Compliance from the supplier for each steel or iron product and each component that is manufactured predominantly of steel or iron, prior to incorporating any steel or iron products or any components manufactured predominantly of steel or iron into the project. The supplier certifying the certificate may be the original manufacturer, fabricator, vendor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with 23 CFR 635.410. Provide mill certificates when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

106-1.02 MATERIAL SOURCES.

General.

The Contractor shall:

1. Utilize Useable Excavation according to Subsection 104-1.04 before using material sources listed in Subsection 106-1.02.4. When there is insufficient useable excavation furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract;
2. Produce a sufficient quantity of materials meeting the specifications to complete the project;
3. As a subsidiary cost: clear and grub, strip, drill and blast, excavate, crush, sort, blend, screen, wash, stockpile, haul, and rehandle material as needed to produce and deliver the specified product;
4. Determine the type of equipment and methods to be used;
5. Expect variations in material quality within the deposits, and procure material only from acceptable portions of the deposit, regardless of source ownership; and
6. Prevent erosion, sedimentation, and pollution within a materials source.

The Contractor agrees that:

7. The costs to explore and develop material sources, including all production effort, are subsidiary to the cost of providing the specified material;
8. The Engineer may order the Contractor to procure material only from certain portions of the source and may reject material from other portions of the source that does not conform to the specifications; and.
9. All material required may not be procurable from any one source and the Contractor may need to change between sources. That contingency is to be factored into the unit proposal price for the Contract Item.

Inspection and Acceptance.

The Contractor shall perform sampling and testing during materials processing and placement in accordance with its Quality Control Plan (Subsection 106-1.03, Testing and Acceptance) and shall obtain acceptable material samples from locations designated within the source.

The SDSWCD will sample and test materials to determine the quality of the source, at its expense, as part of its Acceptance Testing (106-1.03.2). The Department will reject materials when the samples do not meet specifications. The Department may reject a proposed materials site when samples do not meet specifications.

Awareness Training.

The operator of the Contractor's sand and gravel surface mine or other similar materials source shall provide Site-Specific Hazard Awareness Training in compliance with 30 CFR 46.11 for all the Engineer's personnel before beginning operations. All other workers shall be given training in compliance with 30 CFR 46 before exposure to mine hazards. The training must be offered at each surface mine that will be used to supply processed aggregates. A qualified person must provide the training. The training shall be in accordance with the operator's written training plan approved by the Mine Safety and Health Administration, covering the following items:

1. Site-specific health and safety risks;
2. Recognition and avoidance of hazards;
3. Restricted areas;
4. Warning and evacuation signals;
5. Evacuation and emergency procedures;
6. Other special safety procedures; and
7. A site tour.

The Contractor shall require the Engineer's personnel to sign the *Visitor's Log Book* upon completion of the training to indicate that training was provided. Training is a subsidiary cost.

Type of Sources.

When there is insufficient Useable Excavation, as defined in 104-1.04, the Contractor shall supply additional required material from one or more of the following sources: a. Contractor-Furnished Sources. For a material source that is a commercial plant as defined in Subsection 108-1.01.4.

The Contractor shall:

1. Acquire the necessary rights and permits to obtain material from a commercial plant;
2. Pay as subsidiary costs all related costs to obtain and use material from the source; and
3. Be solely responsible for the quality and quantity of materials.

For all Contractor-Furnished sources that are not a commercial plant, the Contractor shall:

4. Acquire the necessary rights and permits to take materials from the sources including state-owned sources that are not under the Department's control;
5. Pay as subsidiary:
 - a. all related costs to obtain, develop, and use the sources, including but not limited to permit and mineral royalties;
 - b. the material costs identified in the Material Sales Agreement you obtain for State owned sources where an existing or draft Material Sales Agreement is not included in the contract; and

- c. the material costs identified in the Material Sales Agreement for material obtained from State owned sources for which an existing or draft Material Sales Agreement is included in the contract;
6. Be solely responsible for quality and quantity of materials; and
7. Obtain all necessary rights, permits, and plan approvals before clearing or disturbing the ground in the material source. The contractor shall certify in writing to the Engineer that all permits and clearances relating to the use of the material source have been obtained prior to any clearing or ground disturbance in the materials source.

No equitable adjustment or other compensation will be made for any additional costs, including increased length of haul, if the Contractor:

8. Chooses to change material sources for any reason;
9. Is unable to produce a sufficient quantity or quality of materials from Contractor-Furnished sources; or
10. Encounters unexpected, unforeseen, or unusual conditions within Contractor-Furnished sources.

Mandatory Sources.

The SDSWCD may identify material sources in the Contract from which the Contractor is required to take a specified quantity of material. No other source will be permitted for that portion of material unless prior approval is obtained from the Engineer. The Contract will specifically define these sources as Mandatory Sources and define rights and stipulations for each site. The SDSWCD will provide a materials report for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit proposal price for the material. No equitable adjustment will be paid for variations encountered within the source.

When using a Mandatory Source, if it is found that the quality or quantity of material producible from the Mandatory Source does not meet project requirements, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made.

Available Sources.

The SDSWCD may identify other material sources that are available for use for the project by the Contractor. The Contract will specifically define these sources as Available Sources. The SDSWCD makes no guarantee as to quality or quantity of material in Available Sources. The Contractor is responsible for determining the quality and quantity of material, and if additional sources are needed. The Contractor shall be responsible for identifying the rights and stipulations for each site with the owner of the site.

When the Department furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the accuracy and completeness of this data, for any assumptions the Contractor makes based on this data, and for exploring all Available Sources to the Contractor's satisfaction.

The Department makes no representation, guarantees, or warranty whatsoever, expressed or implied, as to:

1. The quality or quantity of materials producible from an Available Source, even if such information is indicated in a Materials Report or Soils Investigation Report;
2. Whether boring logs, test results or data reliably represent current existing subsurface conditions;
3. Whether interpretations of the boring logs, test results, or other data are correct;
4. Whether moisture conditions and indicated water tables vary from those found at the time borings were made;
5. Whether the ground at the location of the borings was physically disturbed or altered after the boring was made; and
6. The condition, materials, or proportions of the materials between borings, regardless of any subsurface information the Department may make available.

The availability of subsurface information from the SDSWCD shall not relieve the Contractor from any risks, or of any duty to make on-site examinations and investigations, or of any other responsibility under the Contract or as may be required by law.

No equitable adjustment will be made if the quality or quantity of material available from an Available Source is not as represented in any information provided by the SDSWCD, nor if a change of source is necessary for any other reason whatsoever. The use of Available Sources is entirely at the Contractor's option and the Contractor bears all risk associated with their decision to use an Available Source.

Excluded Material Sources.

SDSWCD owned, managed, or permitted material sources not identified in the Contract are excluded from use for the project. This exclusion does not prevent the Contractor from considering material sources as provided for in Subsection 106-1.02.(4.)(a.) Contractor-Furnished Sources, unless the Contract specifically identifies a source as an Excluded Material Source, nor does it prevent post-award consideration of other material sources as provided under Subsection 104-1.06.

Rights, Permits and Plan Approvals for Material Sources.

Before disturbing the site of a material source, the Contractor shall acquire and pay for all necessary rights, permits and plan approvals indicated in this Subsection and in Subsection 107-1.02. For each material site the Contractor shall:

1. Acquire approval for a Mining and Reclamation Plan (MRP) or receive an exemption, in accordance with AS 27.19. The MRP shall include:
 - a. Plan and cross-sectional views of the site;
 - b. Applicable boundaries or property lines;
 - c. Areas and depths to be developed;
 - d. Locations of access roads, stripping, sorting, and unsuitable material piles, crushing and plant sites, stockpile sites, drainage features, erosion and pollution control features; and
 - e. Condition the Contractor will leave the site after the materials extraction is completed, including reseeding.
2. Submit a SWPPP as required by Section 641.

Reclamation.

After completing work in a materials source, the Contractor shall finish and grade work areas to a neat, acceptable condition in accordance with the approved MRP. Reclamation of a Contractor-furnished source will be in accord with the Contractor's MRP.

106-1.03 TESTING AND ACCEPTANCE.

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

Quality Control.

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

1. Submit a Quality Control Plan no less than five working days before the preconstruction conference. Include, for each item being produced, the methods to be used for sampling and testing, the proposed testing frequency, personnel qualifications, and equipment descriptions. Include the use of control charts, chart update frequency, chart posting location, and criteria for corrective action.
2. Sample materials during manufacturing or processing and perform quality control tests, as needed, to ensure materials produced conform to the Contract Specifications. Document quality control tests and make them available to the Engineer on a daily basis.
3. Sample and test according to test methods required in the Specifications.

Acceptance Testing.

The SDSWCD has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The SDSWCD will sample materials and perform acceptance tests at its expense. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the SDSWCD's acceptance testing for its quality control. The SDSWCD's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the SDSWCD's acceptance test, but is not required to do so.

106-1.04 Plant Inspection. – (RESERVED)

106-1.05 CERTIFICATES OF COMPLIANCE.

The submittal requirements of this subsection are in addition to the submittal requirements of 106-1.01 Buy America Provision.

The Engineer may authorize the use of certain materials or assemblies based on either a manufacturer's certification or based on a Contractor's summary sheet with applicable documentation attached.

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

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

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

106-1.06 STORAGE OF MATERIALS. – (RESERVED)

106-1.07 DEPARTMENT-FURNISHED MATERIAL.

Material furnished by the SDSWCD will be made available to the Contractor at a designated yard or delivered at the locations specified in the Specification.

The Contractor shall include the cost of handling and placing all materials after they are delivered in the Contract price for the item in connection with which they are used. The Contractor is responsible for all material delivered to the Contractor. Deductions will be made from any monies due the Contractor to make good shortages and deficiencies from any cause whatsoever, for any damage that may occur after delivery, and for demurrage charges.

106-1.08 SUBMITTAL PROCEDURE. – (RESERVED)

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.01 LAWS TO BE OBSERVED.

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

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

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

The Contractor is responsible for conspicuously displaying required posters in an area readily accessible to workers.

1. Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by applicable laws and the Contract. This information is, not limited to, but is to include:
 - a. Alaska Pollutant Discharge Elimination System Notice of Intent as submitted to the Alaska Department of Environmental Conservation;
 - b. Storm Water Pollution Prevention Plan location, contact person and telephone number.
 - c. Hazardous Material Control Plan
 - d. Fort Wainwright Dig Permit
2. Place and maintain the bulletin board at a conspicuously accessible location on the project and remove and dispose of it after final project acceptance.

107-1.02 PERMITS, LICENSES, AND TAXES.

The terms, conditions, and stipulations in permits obtained either by the SDSWCD or by the Contractor are made a part of this Contract. Permits obtained by the SDSWCD for this project are attached to these Specifications as appendices. Contact names and phone numbers for permits obtained by the SDSWCD are shown on the individual permits.

The SDSWCD will:

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

The Contractor shall:

1. Acquire any permits and licenses required to complete the project that are not acquired by the SDSWCD;
2. Provide qualified professionals to collect data or perform studies necessary to acquire permits for the use of sites not previously permitted;
3. Give all notices required for the prosecution of the work;
4. Abide by all permits and licenses whether acquired by the SDSWCD or by the Contractor;
5. Notify the Engineer promptly if any activity cannot be performed as specified in the permits, and cease conducting the activity until permit modifications or any required additional permits are obtained;
6. Obtain modifications to permits acquired by the Contractor;
7. Pay all charges, fees and taxes;
8. Provide proof of payment of all taxes before the Department makes final payment; and,
9. Provide the information necessary to comply with the Alaska Department of Environmental Conservation, Alaska Pollutant Discharge Elimination System (APDES) to discharge stormwater from the construction site. Requirements for this permit are given under Section 641, Erosion, Sediment, and Pollution Control.

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

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

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

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

107-1.03 PATENTED DEVICES, MATERIALS AND PROCESSES. – (RESERVED)

107-1.04 WAGE RATES.

The Contractor and all subcontractors shall pay the current Davis Bacon rates published by the U.S. Department of Labor, for each individual job classification. The Contractor and all

subcontractors shall file certified payroll with the SDSWCD for all work performed on the project. Submit signed and certified payrolls electronically to the SDSWCD.

107-1.05 FEDERAL AID PROVISIONS.

The Contractor shall observe all federal laws, rules, and regulations applicable to the project.

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

107-1.06 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain neat and sanitary accommodations for employees that meet all federal, state and local requirements.

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

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

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

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

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

107-1.07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES.

When the Contractor's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, shell heaps, land or sea mammal bones, tusks, or other items of historical significance, the Contractor shall:

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

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

107-1.08 RAILWAY-HIGHWAY PROVISIONS. – (RESERVED)

107-1.09 CONSTRUCTION OVER OR ADJACENT TO WATERS.

The Contractor shall fully comply with all laws, regulations and permits issued by agencies of the United States and the State of Alaska when working in, over or adjacent to wetlands, tidelands, anadromous fish streams, eagle nests, navigable waters, or coastal waters.

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

107-1.10 USE OF EXPLOSIVES.

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

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

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

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

1. Restoring Areas. Areas used by the Contractor, including haul routes, shall be restored to their original condition after the Contractor's operations are completed. The original condition of an area shall be determined as follows: Prior to commencement of operations, the Engineer and the Contractor shall inspect each area and haul route that will be used by the Contractor and take photographs to document their condition. After construction operations are completed, the condition of each area and haul route will be compared to the earlier photographs. Prior to demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that all costs associated with repairs shall be subsidiary to other items of work and will not be paid for directly.
2. Material Disposal Sites. Offsite disposal areas may be at locations of the Contractor's choice, provided the Contractor obtains written permission from the land owner for such disposal and a waiver of all claims against the State for any damage to such land which

may result therefrom, together with all permits required by law for such disposal. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before commencing work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer prior to use of the sites.

3. Property marks. The Contractor shall:
 - a. Be responsible for and protect from disturbance all land monuments and property marks until the Engineer has approved the witnessing or otherwise referenced their locations; and
 - b. Not move such monuments or marks without the Engineer's approval.
4. Damage to property. The Contractor shall:
 - a. Be responsible for all damage to public or private property resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work;
 - b. Be responsible for all damage to public or private property resulting from defective work or materials at any time, before, during, or after project completion; and
 - c. Restore all such damaged property to a condition similar or equal to that existing before the damage occurred, at no additional cost to the Department.
5. Protection of natural resources. The Contractor shall:
 - a. Conduct work in a manner that minimizes disturbance to and protects natural resources in compliance with all federal, state, and local laws and regulations;
 - b. When working near designated wetlands, as defined by the Corps of Engineers, place no fill, nor operate equipment outside the permitted area; and,
 - c. When working in or near designated anadromous fish streams, as defined by AS 41.14.840 and AS 41.14.870, place no fill or dredge material, nor operate equipment, within or on the banks of the stream (including fording) except as permitted by the State Fish Habitat Permit issued for the project.
6. Hazardous materials. Hazardous materials include but are not limited to petroleum products, oils, solvents, paints, lead based paints, asbestos, and chemicals that are toxic, corrosive, explosive, or flammable. Except as otherwise specified in this Contract, the Contractor shall:
 - a. Not excavate, nor use for fill, any material at any site suspected of or found to contain hazardous materials or petroleum fuels;
 - b. Not raze and remove, or dispose of structures that contain asbestos or lead-based paints;
 - c. Not stockpile, nor dispose of, any material at any site suspected of or found to contain hazardous materials or petroleum;
 - d. Report immediately to the Engineer any known or suspected hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project;
 - e. Report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery; and,
 - f. Handle and dispose of hazardous material with properly trained and licensed personnel who follow an approved Hazardous Material Control Plan as per Section 641.
7. Protected areas. The Contractor shall not use land from any park, recreation area, wildlife or waterfowl refuge, or any historical site located inside or outside of the project limits for excess fill disposal, staging activities, equipment or material storage, or for any other purposes unless permitted by the Contract or unless all permits and clearances necessary for such work have been obtained by the Contractor as detailed in Subsection 107-1.02.

8. Solid waste. The Contractor shall remove all debris, trash, and other solid waste from the project site as soon as possible and in accordance with the Alaska Department of Environmental Conservation Solid Waste Program.

107-1.12 FOREST PROTECTION.

The Contractor shall:

1. Comply with all laws and regulations of the United States and the State of Alaska, local governments, or other authorities governing the protection of forests and the carrying out of work within forests;
2. Keep forest areas in an orderly condition;
3. Dispose of all refuse and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the supervising authorities;
4. Take all reasonable precautions to prevent and suppress forest fires;
5. Require workers and subcontractors, both independently and at the request of officials, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires; and
6. Make every possible effort to notify the appropriate forestry agency at the earliest moment of the location and extent of any forest fire.

107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS.

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

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

107-1.14 OPENING SECTIONS OF THE PROJECT TO TRAFFIC.

The Engineer may, at their discretion, order the Contractor to open sections of the work to traffic prior to completion of the entire project. Openings under this section shall not constitute (a) acceptance of the opened sections or any other part of the work or (b) a waiver of any other provision of the Contract.

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

The Contractor shall:

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

107-1.15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

The Contractor shall be responsible for implementing all preventative measures necessary to protect, prevent damage, and repair damage to the work from all causes at no additional cost to the SDSWCD.

This duty continues from the date construction begins until the date specified in a letter of Substantial Completion or Partial Acceptance of a specific section of the project. Where there is a Partial Acceptance, the duty ends only as to the accepted portion of the work. This duty continues during periods of suspended work, except in specific sections the SDSWCD has agreed to maintain under Subsection 643-3.07.

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

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

107-1.17 FURNISHING RIGHT-OF-WAY. – (RESERVED)

107-1.18 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

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

107-1.19 NO WAIVER OF LEGAL RIGHTS.

The SDSWCD shall not be precluded nor estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

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

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

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

107-1.20 GRATUITY AND CONFLICT OF INTEREST.

The Contractor shall not extend any loan, gratuity, or gift of money of any form whatsoever to any employee of the SDSWCD, nor will the Contractor rent or purchase any equipment or materials from any employee of the SDSWCD or to the best of the Contractor's knowledge from any agent of any employee of the SDSWCD.

SECTION 108 PROSECUTION AND PROGRESS

108-1.00 Commencement, Prosecution and Completion of Work

The Contractor shall meet with SDSWCD project manager for a preconstruction conference prior to beginning construction. The Contractor shall be required to:

1. Commence work under this contract within 7 calendar days after the date the Contractor receives the Notice to Proceed, or on the start date in approved Performance Schedule,
2. Prosecute the work diligently, and
3. Complete the entire work ready for use not later than Friday, June 12, 2020. The time stated for completion shall include final cleanup of the site.

The Contractor shall have approval from the SDSWCD project manager that work has been completed per specification before removing equipment from the job site.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by Friday, May 15, 2020. The completion date will be extended by the number of calendar days after the above date that the contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the contractor to execute the contract and provide the required documents, within the time specified in the offer. Required documents may include but are not limited to: preliminary construction schedule, performance and payment bonds (if applicable), the SWPPP & APDES NOI, HMCP, and QCP.

Furnish at least 48 hours advance notice before changing the current work schedule. Work schedule changes that include additional shifts require 7 days notice.

Accommodate military traffic, personnel and recreational users as directed by Range Control.

108-1.01 SUBCONTRACTING OF CONTRACT.

The Contractor shall perform, with the Contractor's own organization, work amounting to at least 50 percent of the difference between the original Contract price and the price of designated Specialty Items. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the CO determines that the reduction would be to the advantage of the SDSWCD. For the purpose of this Subsection, work is defined as the dollar value of the services, equipment, materials, and manufactured products furnished under the Contract. The Engineer will determine the value of the subcontracts based on Contract unit prices or upon reasonable value, if entire items are not subcontracted.

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

1. The Contractor shall ensure that for all subcontracts (agreements):
 - a. The SDSWCD is furnished with one completed Subcontractor List Form.

- b. The subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file signed and certified payrolls with the SDSWCD for all work performed on the project; and
 - c. Upon receipt of a request for more information regarding subcontracts, the requested information is provided to the SDSWCD within 5 calendar days.
 2. The Contractor shall ensure that for all lower tier subcontracts (agreements between subcontractors and lower tier subcontractors):
 - a. The SDSWCD is furnished with one completed Subcontractor List Form.
 - b. The lower tier subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file signed and certified payrolls with the SDSWCD for all work performed on the project; and
 - c. Upon receipt of a request for more information regarding lower tier subcontracts, the requested information is provided to the SDSWCD within 5 calendar days.
 3. The following will be considered as subcontracting, unless performed by the Contractor:
 - a. Roadside Production. Roadside production of crushed stone, gravel, and other materials with portable or semi-portable crushing, screening, or washing plants set up or reopened in the vicinity of the project to supply materials for the project, including borrow pits used exclusively or nearly exclusively for the project.
 - b. Temporary Plants. Production of aggregate mix, concrete mix, asphalt mix, other materials, or fabricated items from temporary batching plants, temporary mixing plants, or temporary factories that are set up or reopened in the vicinity of the project to supply materials exclusively or nearly exclusively for the project.
 - c. Hauling. Hauling from the project to roadside production, temporary plants, or commercial plants, from roadside production or temporary plants to the project, from roadside production or temporary plants to commercial plants, and all other hauling not specifically excluded in this subsection.
 - d. Other Contractors. All other contractors working on the project site under contract with the Contractor are considered subcontractors unless specifically excluded in this subsection.
 4. The following will not be considered as subcontracting:
 - a. Commercial Plants. The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mixed concrete, asphalt paving mix, and any other material or fabrication produced at and furnished from established and recognized commercial plants that sell to both public and private purchasers.
 - b. Hauling. Delivery of materials from a commercial plant to a different commercial plant, and delivery from a commercial plant to the project site by vehicles owned and operated by the commercial plants or by commercial freight companies that have a contract with the commercial plant. Commercial freight companies are trucking or hauling companies that deliver multiple types of materials to multiple clients, both public and private, on an established route and on a recurrent basis.
 - c. Contractors' General Business. Work within permanent home offices, branch plants, fabrication plants, tool yards, and other establishments that are part of a contractor's or subcontractor's general business operations.
 5. Owner-Operators. Hauling of materials for the project by bona fide truck owner-operators who are listed as such on the signed and certified payroll of the Contractor or approved subcontractor is not considered subcontracting.

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

 - a. Alaska Driver's License with appropriate CDL class and endorsements;
 - b. Business license for trucking with supporting documents that list the driver as the business owner or corporate officer; and,

- c. Documents showing the driver's ownership interest in the truck, including copies of:
 - i. Truck registration; and
 - ii. Lease (if truck is not registered in driver's name or in the name of the driver's company).

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

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

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

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

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

108-1.02 NOTICE TO PROCEED.

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

108-1.03 PROSECUTION AND PROGRESS.

The Contractor shall meet with the Engineer for a preconstruction conference before beginning construction. The Engineer will schedule the Preconstruction Conference no less than seven days after the following have been received:

1. A progress schedule, in a format acceptable to the Engineer, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the Contractor and the subcontractors will start and finish each of the salient features of the

work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work.

2. A list showing anticipated dates for procurement of materials and equipment, ordering of articles of special manufacture, furnishing of plans, drawings and other data required under Subsection 105-1.02 and for other events such as inspection of structural steel fabrication.
3. A list showing all proposed subcontractors and material suppliers.
4. A Construction Phasing plan, as required under Subsection 643-1.05.
5. A Storm Water Pollution Prevention Plan, a Hazardous Material Control Plan, and a Spill Prevention Control and Countermeasure Plan, with the line of authority and designated field representatives, as required under Section 641 (see submittal deadlines under 641-1.03).
6. A letter designating the Contractor's Project Superintendent, defining that person's responsibility and authority, and providing a specimen signature.
7. A Quality Control Plan, as required under Subsection 106-1.03.

The Contractor shall provide adequate materials, labor and equipment to ensure the completion of the project according to the Plans and Specifications. The work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit. The Contractor shall take into consideration and make due allowances at the Contractor's expense for foreseeable delays and interruptions to the work such as unfavorable weather, frozen ground, equipment breakdowns, shipping delays, quantity overruns, utility work, permit restrictions, and other foreseeable delays and interruptions. The Contractor shall identify these allowances on the progress schedule.

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

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

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

108-1.04 LIMITATION OF OPERATIONS.

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

108-1.05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.

The Contractor shall employ sufficient labor and equipment to complete the work required under the Contract and to complete it on time.

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

The Contractor shall comply with any written order by the Engineer to remove workers, who, in the opinion of the Engineer, perform the work in an unskilled manner, who are intemperate or disorderly, create risk of imminent harm, or who fail to perform the work in accordance with the Contract and any and all applicable federal, state, and local laws, rules, regulations, and ordinances.

The Contractor shall allow removed workers to return to the project only with the Engineer's written permission. The Engineer may suspend the work if the Contractor fails to furnish suitable and sufficient personnel necessary to perform the work, or fails to remove any worker at the Engineer's order.

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

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

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

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

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

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

1. **Calendar Days.** When the contract time is specified on a calendar days basis, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Contractor. Calendar days shall continue to be counted against Contract time until and including the date of project completion. Calendar days shall not be counted during the period from November 1 through April 30, except for days that the Contractor is working on the project site.
2. **Completion Date.** When the contract time is specified on a completion date basis, all work under the Contract shall be completed by the specified completion date.
3. **Reasons for Suspension of Work and Extension of Contract Time.** The SDSWCD may order a suspension of work for any reason listed in this subparagraph 3, items a through p.

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

- a. Acts of God;
- b. Acts of the public enemy;
- c. Fires;
- d. Floods;
- e. Epidemics;
- f. Quarantine restrictions;
- g. Strikes;
- h. Freight embargoes;
- i. Unusually severe weather;
- j. Change in Military schedule limiting or denying site access;
- k. Discovery of cultural artifacts or environmental contaminants;
- l. Discovery of Unexploded Ordnances (UXOs). UXOs are unexploded weapons that did not explode at the time of their deployment and still pose a risk of detonation. UXOs include but are not limited to: bombs, bullets, grenades, mines, shells, blasting caps, simulators and rockets;
- m. In accordance with Subsection 105-1.06.4.d, delays by utility owners beyond completion dates specified in the Special Provisions for relocating or adjusting utilities and related facilities; or
- n. Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators, including those causes listed in this Subparagraph 3, Items a through m.

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

- o. Failure to correct conditions that create risk of imminent harm for the traveling public, violations of the Contract or any applicable federal, state, and local laws, rules, regulations, and ordinances;
- p. Adverse weather that is not unusually severe, unless Contractor is able to demonstrate that the weather was unusually severe based on the most recent 10 years of historical data;
- q. Failure to carry out Contract provisions;

- r. Failure to carry out orders given by the Engineer; or
- s. Failure to timely obtain materials, equipment, or services.

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

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

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

- 4. Suspension of Work. The Engineer will suspend work on the project, in whole or in part, for such periods and for such reasons as the Engineer determines to be reasonable, necessary, in the public interest, or for the convenience of the SDSWCD.
 - a. The Engineer will issue a written order to suspend, delay, or interrupt all or any part of the work. The Contractor shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
 - b. Unless another Contract section specifically provides otherwise, the Contractor will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
 - i. The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or
 - ii. The delay, suspension, or interruption results from the SDSWCD's failure to fulfill a contractual obligation to the Contractor within the time period specified in the Contract or, if no time period is specified, within a reasonable time.
 - c. No equitable adjustment will be made under this subsection for any suspension, delay, or interruption of the work if the Contractor's performance would have been suspended, delayed, or interrupted by any other cause for which:
 - i. The SDSWCD is not responsible under the Contract, including the Contractor's fault or negligence; or
 - ii. An equitable adjustment is either provided for or excluded under any other section of this Contract.
 - d. Claims for equitable adjustments under this section shall be filed under Subsection 105-1.17 except that:
 - i. The Contractor must give written notice of intent to claim no later than 7 days after the event giving rise to the delay, suspension, or interruption;
 - ii. The claim may not include any costs incurred more than 7 days before the Contractor files the Contractor's written notice of intent to claim;
 - iii. The contractor must submit a written request for adjustment within 7 calendar days of receipt of the notice to resume work;
 - iv. No profit will be allowed on an increase in cost necessarily caused by the suspension, delay, or interruption.

108-1.07 FAILURE TO COMPLETE ON TIME.

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

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

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

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

Original Contract Amount

| From More Than | To and Including | Daily Charge |
|----------------|------------------|--------------|
| \$0 | \$100,000 | \$300 |
| 100,000 | 500,000 | 550 |
| 500,000 | 1,000,000 | 750 |
| 1,000,000 | 2,000,000 | 1,000 |
| 2,000,000 | 5,000,000 | 1,500 |
| 5,000,000 | 10,000,000 | 2,500 |
| 10,000,000 | And Up | 3,000 |

SECTION 109 MEASUREMENT AND PAYMENT

109-1.01 GENERAL.

Wherever the Contract provides that certain work is subsidiary or it is without extra compensation, the payment for that work is included in the payment for other items of work, and no further or additional payment shall be made for that work.

When more than one type of material or work is specified for a pay item, the proposal line number, the item number, and the item description are used to differentiate the material or work.

Lump sum items will not be measured for payment. The Contractor shall accept the proposal amount for a lump sum item as complete payment for all work necessary to complete that item. Quantities shown for lump sum items are approximate. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless the Contract specifically states otherwise.

109-1.02 MEASUREMENT OF QUANTITIES.

All work completed under the Contract will be measured using the U.S. Customary system of measure. The Engineer may agree for purposes of making progress payments to use a method of measurement other than the methods described below. However, all final payments for quantities will be calculated using one or more of the methods of measurement described below and in the applicable pay item section. Unless otherwise specified, work will be measured in accordance with Alaska Department of Transportation and Public Facilities - Standards Specifications for Highway Construction, 2020 Edition, Section 109-1.02

109-1.03 SCOPE OF PAYMENT.

The SDSWCD will make payment at the Contract lump sum price, or if applicable, on accepted unit priced pay items designated as in addition to the lump sum price, or as modified by change order with specified price adjustments. The Contractor shall accept the Contract prices as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work.

109-1.04 COMPENSATION FOR ALTERED QUANTITIES.

Payment to the Contractor for unit price items shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the Contract. When the accepted quantities of work or materials vary from the quantities stated in the proposal schedule, the Contractor shall accept payment at the original Contract unit prices for the quantities of work and materials furnished, completed and accepted as payment in full. Payment at the Contract unit price shall compensate the Contractor for all costs, expenses, and profit that the Contractor is entitled to receive for the altered quantities, except as provided below:

1. When the final quantity of a Major Contract Item varies more than 25 percent above or below the proposal quantity, either party to the Contract may receive an equitable adjustment, excluding anticipated profits, in the Contract unit price of that item. If the final quantity of work is:

- a. Greater than 125 percent of the proposal quantity, the equitable adjustment will be made only for those units that are in excess of 125 percent of the proposal quantity.
- b. Less than 75 percent of the proposal quantity, the equitable adjustment will be made for those units of work done and accepted, except that the total payment for the item shall not exceed 75 percent of the total amount proposed for the item.

Except as provided above and in Subsection 104-1.02, no allowance shall be made for any increased expenses, expected reimbursement, or anticipated profits suffered or claimed, either directly from alterations in quantities or indirectly from unbalanced allocations among the contract items on the part of the proposer and subsequent loss of expected reimbursements, or any other causes.

109-1.05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS.

When the Engineer orders extra work to be performed on a time and materials basis, compensation will be computed as follows:

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

be made for overhead, profit, maintenance, service, repairs, fuels, lubricants, or replacement parts.

- a. **Hourly Rental Rate.** Based on rental rates in the current edition and appropriate volume of the Rental Rate Blue Book, by EquipmentWatch, Penton Media, Inc. The regular hourly rental rate is equal to the equipment rate plus the estimated hourly operating cost. These rates apply for equipment used during the Contractor's regular shift of 10 hours per day. No markup is allowed. The equipment rate is equal to the age adjusted monthly rate for the basic equipment plus the age adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the regional adjustment factor. The equipment rate is per hour. The age adjusted monthly rate is that resulting from application of the age adjustment formula, to eliminate replacement cost allowances in machine depreciation and contingency cost allowances. Only the attachments required for the time and materials work will be included.
 - b. **Hourly Overtime Rate.** Half of the equipment rate plus the full estimated hourly operating cost. The overtime rate will apply to hours the equipment is used in excess of 10 hours per day, either on the Contractor's normal work or on time and materials, and either on single or multiple shifts. No markup is allowed.
 - c. **Hourly Stand-by Rate.** Half of the equipment rate, for equipment ordered on stand-by during the Contractor's normal work shift, not to exceed eight hours per day. No operating costs or markup is allowed.
 - d. **Unlisted Equipment.** For equipment not listed in The Blue Book, the Contractor and the Engineer may agree to a rate before extra work is begun. If agreement is not reached, the Engineer has authority to establish a rate based on similar equipment in Rental Rate Blue Book or prevailing commercial rates. No markup is allowed.
 - e. **Leased or Rented Equipment.** Equipment that must be rented or leased specifically for work required under this section and authorized in writing by the Engineer shall be paid at invoice price plus 15 percent markup. Equipment rented or leased for other work under the Contract and used for work under this section shall be paid based on 3.a., b., and c. (above) with no markup, except that the adjusted monthly rate is the monthly rate determined directly from the submitted rental or lease agreement.
 - f. **Transportation of Equipment.** The actual cost of moving equipment to and from the work site. To receive reimbursement for transportation of equipment, the Contractor shall obtain the equipment from the nearest approved source and use the equipment exclusively for time and materials work. Payment for move-out will not exceed the amount of the move-in. No markup is allowed, except on operator's wages.

Basis of payment:

 - i. If by common carrier: paid freight bill or invoice.
 - ii. If hauled with the Contractor's own resources: hourly rental rate for hauling unit plus operator wages.
 - iii. If equipment must be moved under its own power: half of the normal hourly rental rate plus operator's wages.
4. **Work by a Subcontractor or Owner-Operator.** For time and materials work performed by an approved subcontractor or owner-operator under items 1 through 3 above, the Contractor will receive a 5 percent markup for administrative costs. No percentage will be paid on work covered under proposal items in the original Contract. No percentage over the amount covered above will be paid for work done by a lower tier subcontractor.

5. Work by a Specialty Subcontractor. The Contractor shall obtain the Engineer's advance agreement that the specialty item needed is beyond the Contractor's ability or expertise or that of the Contractor's other subcontractors. For work on a specialty item performed by an approved specialty subcontractor, the Contractor will receive the approved invoice cost of work or service plus a 15 percent markup for administrative costs.
6. Records. The Engineer will maintain a daily record of labor, equipment and materials utilized in the extra work. The Engineer will present this record to the Contractor at the end of each day's work for verification and signature.
7. Compensation. Payment for time and materials work will be made in the progress estimate following receipt of the verified daily records and all required supporting information from the Contractor. If, at any time, a unit price or lump sum basis of compensation is agreed to for work being performed under this subsection, that compensation will be set forth in writing as a Change Order.

109-1.06 PROGRESS PAYMENTS. - (RESERVED)

109-1.07 PAYMENT FOR MATERIAL ON HAND. – (RESERVED)

109-1.08 FINAL PAYMENT.

The final payment will be processed after the Contractor executes the Contractor's Release form. It may take 45 days from approval of invoice to receive payment.

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

If the Contractor fails to execute the Contractor's Release form within 90 days but does not file any claims, the SDSWCD will process the final payment. Any subsequently raised claims will be considered null and void.

109-1.09 ELIMINATED ITEMS.

When the Contractor is notified of the elimination of a minor Contract item, the Contractor will be reimbursed for actual work performed and all direct costs incurred before notification. In no case will any payment be made for anticipated profits or overhead.

Should it become necessary to eliminate a major Contract item, an equitable adjustment will be made and the Contract modified in writing accordingly.

SECTION 624

CALCIUM CHLORIDE FOR DUST CONTROL

624-1.01 DESCRIPTION. Scarify the existing road surface, incorporate additives, and grade and compact the materials. Furnish and apply calcium chloride on the subgrade, base, or aggregate surface course to control dust during construction operations. Use calcium chloride at locations and times specified or directed.

624-2.01 MATERIALS. Use materials that conform to the following:

Calcium Chloride

AASHTO M 144, Type S, Grade 3

624-3.01 CONSTRUCTION REQUIREMENTS. Moisten the surface as directed before and after applying dry calcium chloride.

Uniformly distribute and mix dry or liquid calcium chloride in the top 1-1/2 inches of road surface. Spread first application of calcium chloride at a rate of 1 pound per square yard of dry form equivalent for the full width of roadway. Then apply a second treatment of additional calcium chloride at a rate of 1/2 pound per square yard for the full width of previously treated roadway.

Shape and compact the roadway surface to original grade, or to have a 2% crown whichever is steeper.

The maximum density and optimum moisture will be determined by ATM 207 or ATM 212.

Spread and shape the material to the required grade and section. Water or aerate as necessary to provide the approximate optimum moisture content for compaction. Compact each layer to a density of not less than 98 percent of the maximum density. Acceptance densities will be determined by ATM 213 and ATM 214. The Contractor is responsible scheduling and the cost of all density testing. One test per every 500' of road will be required.

Route hauling equipment uniformly over the full width of the surface to minimize rutting or uneven compaction.

Maintain the aggregate course to the correct line, grade, and cross-section by blading, watering, rolling, or any combination thereof until placement of the next course. Maintain the surface of each layer during the compaction operations in such manner that a uniform texture is produced and the aggregates firmly keyed.

The finished surface will be tested using a 10-foot straightedge at selected locations. Limit surface deviations to 1/2 inch, as measured from the testing edge of the straightedge between two contacts with the surface.

Correct all defective areas by loosening the material, adding or removing material, reshaping, and compacting.

Keep traffic off of the treated surface for 2 hours after application, or as directed.

624-4.01 METHOD OF MEASUREMENT. See Section 109 and as follows:

Bulk. By weighing in dry form.

Packaged. By manufacturer's packed net weight.

624-5.01 BASIS OF PAYMENT. The contract price for processing includes shoulders, if called for on the Plans; scarifying of the existing surface; all placing and mixing of materials on the road; disposal of unsuitable material; the compacting of the materials; the finishing of the surface; and the maintenance of the completed surface when applicable.

Water for compaction added to the aggregate on the grade is subsidiary.

Payment will be made under:

| PAY ITEM | | |
|-------------|------------------|------|
| Item Number | Item Description | Unit |
| 624. | Calcium Chloride | TON |

SECTION 640

MOBILIZATION AND DEMOBILIZATION

640-1.01 DESCRIPTION. Perform work and operations necessary to:

1. Move personnel, equipment, supplies, and incidentals to the project site;
2. If applicable establish offices, buildings, and other facilities, except as provided under Section 644;
3. Perform other work and operations and pay costs incurred, before beginning construction;
4. Complete similar demobilization activities; and
5. Furnish required submittals such as as-builts, certificates, payrolls, civil rights reports, and equipment warranties.

It is the responsibility of the Contractor to comply with all rules and regulations for access and working on Fort Greely, a U.S. Army installation.

640-2.01 MATERIALS. None.

640-3.01 CONSTRUCTION REQUIREMENTS. None.

640-4.01 METHOD OF MEASUREMENT.

1. When you earn 4 percent of the original contract amount from other bid items: 40 percent of the amount bid for mobilization and demobilization, or 4 percent of the original contract amount, whichever is less, will be paid.
2. When you earn a total of 8 percent of the original contract amount from other bid items: An additional 40 percent of the amount bid for mobilization and demobilization, or an additional 4 percent of the original contract amount, whichever is less, will be paid.
3. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all submittals required under the Contract are received and approved.

640-5.01 BASIS OF PAYMENT. Payment will be made under:

| PAY ITEM | | |
|-------------|---------------------------------|------|
| Item Number | Item Description | Unit |
| 640. _____ | Mobilization and Demobilization | LS |

SECTION 641

HAZARDOUS MATERIAL CONTROL PLAN

641 – 1.01 DESCRIPTION. Perform work and operations necessary to plan, provide, inspect and maintain a hazardous materials control plan (HCMP).

641-1.02 DEFINITIONS. For those definitions that apply only to Section 641, the definitions will conform with the Alaska Department of Transportation and Public Facilities, Standard Specifications for Highway Construction 2020 Edition.

641-1.03 PLAN AND PERMIT SUBMITTALS. Two paper bound copies and an electronic copy of the HCMP are to be submitted to the Engineer. Sign all submittals. Deliver these documents to the Engineer no less than five calendar days prior to the preconstruction conference. The SDSWCD reserves the right to review the HCMP and require modifications.

641-1.06 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE. (Omitted)

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

1. Prepare the HMCP using the SDSWCD template located at the following link; (http://www.dot.state.ak.us/stwddes/dcsconst/pop_constforms.shtml) for prevention of pollution from storage, use, containment, cleanup, and disposal of all hazardous material, including petroleum products related to construction activities and equipment. Include the HMCP as an appendix to the SWPPP. Compile Material Safety Data Sheets in one location and reference that location in the HMCP. If a Contractor wishes he/she may submit an HCMP of their own format, as long as, it contains equivalent information.
2. Designate a Contractor's Spill Response Field Representative with 24-hour contact information. Designate a Subcontractor Spill Response Coordinator for each subcontractor. The Superintendent and Contractor's Spill Response Field Representative must have 24-hour contact information for each Subcontractor Spill Response Coordinator and the Utility Spill Response Coordinator.
3. List and give the location and estimated quantities of hazardous materials (Including materials or substances listed in 40 CFR 117 and 302, and petroleum products) to be used or stored on the Project. Hazardous materials must be stored in covered storage areas. Include secondary containment for all hazardous material storage areas.
4. Identify the locations where fueling and maintenance activities will take place, describe the activities, and list controls to prevent the accidental spillage of petroleum products and other hazardous materials. Controls include placing absorbent pads or other suitable containment under fill ports while fueling, under equipment during maintenance or repairs, and under leaky equipment.
5. List the types and approximate quantities of response equipment and cleanup materials available on the Project. Include a list and location map of cleanup materials, at each different work site and readily available off site (materials sources, material processing sites, disposal sites, staging areas, etc.). Spill response materials must be stored in sufficient quantity at each work location, appropriate to the hazards associated with that site.
6. Describe procedures for containment and cleanup of hazardous materials. Describe a plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by spills.

Describe a plan for dealing with contaminated soil and water encountered during construction. Clean up spills or contaminated surfaces immediately.

7. Describe methods of disposing of waste petroleum products and other hazardous materials generated by the Project, including routine maintenance. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for hazardous material disposal.

8. Describe methods of complying with the requirements of AS 46.04.010-900, Oil and Hazardous Substances Pollution Control, and 18 AAC 75. Include contact information for reporting hazardous materials and petroleum product spills to the Project Engineer and reporting to federal, state, and local agencies.

9. Immediately notify the Project Manager of all hazardous spills in addition to following the HMCP.

10. Fort Greely (FGA) requires that all spills of hazardous material, including oil of any size be reported immediately. If a spill occurs on FGA they are to be reported per the SPILL NOTIFICATION SEQUENCE as documented in Chapter 5: Spill Notification and Response found in Attachment B.

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

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

1. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and

2. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons)

Reference the SPCC Plan in the HMCP.

641-3.01 CONSTRUCTION REQUIREMENTS. Do not begin ground-disturbing work until all required plans and permits are acknowledged and approved. Comply with all permitting agency requirements for information to be posted at the construction site.

Comply with all requirements of the approved HMCP, the submitted SPCC Plan (if required), and all state and federal regulations that pertain to the handling, storage, cleanup, and disposal of petroleum products or other hazardous substances. Contain, clean up, and dispose of all discharges of petroleum products and/or other materials hazardous to the land, air, water, and organic life forms. Perform all fueling operations in a safe and environmentally responsible manner. Comply with the requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substances Pollution Control.

Comply with all requirements of the APDES General Permit, implement all temporary and permanent erosion and sediment control measures identified in the SWPPP, and ensure that the SWPPP remains current. Maintain all temporary and permanent erosion and sediment control measures in effective operating condition.

Perform inspections and prepare inspection reports in compliance with the project SWPPP and the APDES General Permit.

Administration includes but is not limited to, plan preparation, plan amendments and updates, inspections, monitoring, reporting and recordkeeping.

Perform temporary erosion and pollution control measures that are required due to your negligence, carelessness, or failure to install controls as a part of the work as scheduled or ordered by the Engineer, or for your own convenience, at your own expense.

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

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

Keep the HCMP and SPCC Plan at the on-site project office. If there is not an on-site project office, keep the documents at a locally available location that meets CGP requirements and is approved by the Engineer.

641-2.05 MATERIALS.

None specified

641-4.01 MEASUREMENT AND PAYMENT. Payment for HCMP shall be subsidiary to Section 640 – Mobilization/Demobilization. Such payment will constitute full compensation for administration of all work under this section, and installation and maintenance of all temporary erosion, sedimentation, and pollution control measures. Administration includes but is not limited to, plan preparation, plan amendments and updates, inspections, monitoring, reporting and recordkeeping, and all other items necessary and incidental to the completion of the work.

641-5.01 BASIS OF PAYMENT. Payment will be made under:

| Pay Item | Pay Unit |
|---------------------------------------|---------------------------|
| 641 – Hazardous Material Control Plan | Subsidiary to Section 640 |

SECTION 643

TRAFFIC MAINTENANCE

643-1.01 DESCRIPTION. FGA DPW has granted the ability to close the project site to traffic for the duration of this project. The Contractor will be required to allow emergency personnel to pass through the site in the event of an emergency. The Contractor will be required to provide movable barricades and provide a Traffic Control Plan to protect and control traffic during the contract. Furnish, erect, maintain, replace, clean, move and remove the traffic control devices required to ensure the traveling public's safety. Perform all administrative responsibilities necessary to implement this work.

643-1.02 DEFINITIONS. These definitions apply only to Section 643.

ATM. When used in this Section, ATM stands for the Alaska Traffic Manual, which is comprised of the Manual on Uniform Traffic Control Devices (MUTCD), the Alaska Traffic Manual Supplement, any adopted revisions or interim addenda to either document issued subsequently, and corrections to known errors to either document.

CONSTRUCTION PHASING PLAN. A plan for each phase of the project showing how to accommodate traffic. Show the sequence of work by segment or phase, if required.

FIXED OBJECTS. Private vehicles, parked flagger vehicles, idle construction equipment, construction material stockpiles, culvert ends, individual trees, power poles, utility poles and appurtenances, and other items deemed by the Engineer to present a hazard to motorists, pedestrians, or bicyclists traveling through the work zone.

TRAFFIC. The movement of vehicles, pedestrians, and bicyclists through road construction, maintenance operations, utility work, or similar operations.

TRAFFIC CONTROL PLAN (TCP). A drawing or drawings indicating the method or scheme for safely guiding and protecting motorists, pedestrians, bicyclists, and workers in a traffic control zone. The TCP depicts the traffic control devices and their placement and times of use.

TRAFFIC CONTROL ZONE. A portion of a road construction project, maintenance operation, utility work or similar operation that affects traffic and requires traffic control to safely guide and protect motorists, pedestrians, bicyclists, or workers.

643-1.03 TRAFFIC CONTROL PLAN. Implement an approved TCP before beginning work within the project limits.

The TCP may include, but is not limited to, signs, barricades, traffic cones, plastic safety fence, sequential arrow panels, portable changeable message board signs, special signs, warning lights, portable concrete barriers, crash cushions, flaggers, pilot cars, interim pavement markings, temporary lighting, temporary roadways and all other items required to direct traffic through or around the traffic control zone according to these Specifications and the ATM. Address in the TCPs placement of traffic control devices, including location, spacing, size, mounting height and type.

Submit new or modified TCPs to the Engineer for approval. All TCPs must include the following information:

1. Project name and number.

2. Dates and times the TCP will be in effect and why it is being used.
3. The Worksite Traffic Supervisor's signature certifying that all TCPs conform with the ATM and the Contract.
3. The Project Superintendent's signature confirming the TCP is compatible with the work plan.
4. The name(s) of the Worksite Traffic Supervisor, his/her alternate and their 24 hour telephone number(s).

TCPs submitted for approval without all the required information will be rejected. Allow 7 days for review of each TCP submittal. All required modifications to a TCP require a new submission and an additional 2 days for review.

643-1.04 WORKSITE TRAFFIC SUPERVISOR. Provide a Worksite Traffic Supervisor responsible for maintaining 24-hour traffic operations.

1. Qualifications. The Worksite Traffic Supervisor shall be knowledgeable and experienced regarding the requirements of the ATM and the implementation of those requirements. The Worksite Traffic Supervisor shall be familiar with the Plans, the Specifications, proposed operations, and certified as one of the following:

2. Duties.

- a. Prepare the TCPs and coordinate traffic control operations between the Project Superintendent and the Engineer.
 - b. Physically inspect the condition and position of all traffic control devices used on the project at least twice each day and at approximately 12 hour intervals. Ensure that traffic control devices work properly, are clean and visible, and conform to the approved TCP. Complete and sign a detailed written report of each inspection within 24 hours.
 - c. Supervise the repair or replacement of damaged or missing traffic control devices.
 - f. Hold traffic safety meetings with superintendents, foremen, subcontractors, and others as appropriate before beginning construction, prior to implementing a new TCP, and as directed. Invite the Engineer to these meetings.
 - g. Supervise all traffic control workers, flaggers, and pilot car drivers.
 - h. Certify that all flaggers are qualified per Contractors training.
 - i. Supervise lighting for night work.
3. Authority. The Worksite Traffic Supervisor shall have the Contractor's authority to stop work and implement immediate corrective action to unsafe traffic control, in locations where unsafe traffic control is present.

643-1.05 CONSTRUCTION PHASING PLAN. Submit a Construction Phasing Plan for approval no less than 5 working days prior to the preconstruction conference. Include the following:

1. A construction phasing plan for each phase or segment of the project.

2. TCPs for the first phase of the project. Show permanent or temporary traffic control measures, including the times each TCP will be used.

Submit any changes to the Engineer for approval 2 days before proposed implementation.

643-1.06 TRAFFIC MAINTENANCE SETUP. When shown on the bid schedule, Traffic Maintenance Setup items are site specific and are detailed as individual TCPs on the plan sheets. They depict the method or scheme required to route traffic safely and efficiently when any of the following restrictions occur:

1. Road Closure. The closure of a roadway with or without a specified detour route.

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

1. Signs. Use signs, including sign supports, that conform to the ATM, and ASDS.

a. Construction Signs: Regulatory, guide, or construction warning signs designated in the ASDS.

b. Permanent Construction Signs: As designated on the Plans or an approved TCP.

c. Special Construction Signs: All other signs are Special Construction Signs. Neatly mark the size of each sign on its back in 3-inch black numerals.

2. Portable Sign Supports. Use wind-resistant sign supports with no external ballasting. Use sign supports that can vertically support a 48 X 48 inch traffic control sign at the height above the adjacent roadway surface required by the ATM.

3. Barricades and Vertical Panels. Use barricades and vertical panel supports that conform to the ATM. Use Type III Barricades at least 8 feet long. Use retroreflective sheeting that meets ASTM D4956 Type II or III.

4. Portable Concrete Barriers. Use portable concrete barriers that conform to the Contract. For each direction of traffic, equip each 12.5-foot section of barrier with at least two side-mounted retroreflective tabs placed approximately 6 to 8 feet apart, or a continuous 4-inch wide horizontal retroreflective stripe mounted 6 inches below the top of the barrier. Use yellow tabs or stripe when barriers are placed at centerline. Use white tabs or stripe when barriers are placed on the roadway shoulder. Use retroreflective sheeting that meets ASTM D4956 Type III, IV or V.

5. Warning Lights. Use Type A (low intensity flashing), Type B (high intensity flashing) or Type C (steady burn) warning lights that conform to the ATM.

6. Drums. Use plastic drums that conform to the requirements of the ATM. Use retroreflective sheeting that meets ASTM D4956 Type II or III.

7. Traffic Cones and Tubular Markers. Use reflectorized traffic cones and tubular markers that conform to the requirements of the ATM. Use traffic cones and tubular markers at least 28 inches high. Use retroreflective sheeting that meets ASTM D4956 Type II or III.

8. Interim Pavement Markings. Apply markings according to Section 670 and the manufacturer's recommendations. Use either:

- a. Paint meeting Subsection 708-2.03 with glass beads meeting Subsection 712-2.08,

b. Preformed Marking Tape (removable or non-removable) meeting Subsection 712-2.14, or

c. Temporary Raised Pavement Markers meeting Subsection 712-2.15 or 712-2.16, as appropriate.

9. High-Level Warning Devices. Use high-level warning devices that conform to the ATM.

10. Temporary Crash Cushions. Use retroreflective sheeting that meets ASTM D4956 Type III, IV or V. Application of crash cushion must be appropriate for the intended use and be installed per manufacturer's recommendation. Temporary crash cushions that are barrels or barricade filled with sand or water may only be used when the forecasted temperature during their use is above 32 degrees Fahrenheit.

11. Sequential Arrow Panels. Use Type A (24 X 48 inch), Type B (30 X 60 inch) or Type C (48 X 96 inch) panels that conform to the ATM.

13. Truck Mounted Attenuator, TMA. The TMA shall be mounted on a vehicle with a minimum weight of 15,000 pounds and a maximum weight per the manufacturer's recommendations.

14. Portable Steel Barriers. Use portable steel barriers that conform to the contract. For each direction of traffic, equip each section of barrier with side-mounted retroreflective tabs placed approximately 6 to 8 feet apart, or a continuous 4-inch wide horizontal retroreflective stripe mounted 6 inches below the top of the barrier. Use yellow tabs or stripe when barriers are placed at centerline. Use white tabs or stripe when barriers are placed on the roadway shoulder. Use retroreflective sheeting that meets ASTM D4956 Type III, IV or V.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Provide and maintain traffic control devices and services inside and outside the project limits, day and night, to guide traffic safely.

Provide access through the project for emergency vehicles and school and transit buses. Properly sign and/or flag all locations where the traveling public is redirected or stopped.

Stop equipment at all points of intersection with the traveling public unless an approved TCP shows otherwise.

Immediately notify the Engineer of any traffic related accident that occurs within the project limits as soon as an employee, or a subcontractor becomes aware of the accident.

Detour traffic when the Plans or an approved TCP allows. Maintain detour routes so that traffic can proceed safely. When detours are no longer required, obliterate the detour. Topsoil and seed appropriate areas.

If two-way traffic cannot be maintained on the existing roadway or detour, you may use half-width construction or a road closure if it is shown on an approved TCP. Make sure the TCP indicates closure duration and conditions. Schedule roadway closures so you do not delay school buses or peak-hour traffic. For road closures, post closure-start and road-reopen times at the closure site, within view of waiting traffic.

643-3.03 PUBLIC NOTICE. Notice will be given at the Preconstruction meeting on FGA at least 3 days before major changes, delays, lane restrictions, or road closures to local officials and transportation organizations, including but not necessarily limited to:

1. Local Police Department

2. Local Fire Department
3. Local Government Traffic Engineer
4. Local Emergency Medical Services

643-3.04 TRAFFIC CONTROL DEVICES. Before starting construction, erect permanent and temporary traffic control devices required by the approved TCPs. The Engineer will determine advisory speeds when necessary.

Keep signs, drums, barricades, and other devices clean at all times.

Immediately replace any devices provided under this Section that are lost, stolen, destroyed, inoperable or deemed unacceptable while used on the project.

When the Engineer determines a fixed object or fixed objects present unacceptable hazard, use drums or Type II barricades with flashing warning lights, or use portable concrete or steel barriers, or temporary crash cushion to delineate or shield the hazard, as approved by the Engineer.

643-3.05 AUTHORITY OF THE ENGINEER. The Engineer will provide written notice when conditions may adversely affect the traveling public's safety and/or convenience. The notice will state the defect(s), the corrective action(s) required, and the time required to complete the corrective action(s). If corrective action(s) are not completed within the specified time, the Engineer may immediately suspend work on the offending operations until the defect(s) are corrected. The Engineer may require outside forces to correct unsafe conditions. The cost of work by outside forces will be deducted from any monies due under the terms of this Contract.

643-3.11 HIGH VISIBILITY GARMENTS. Ensure all workers within project limits wear outer garments that are highly visible and comply with the following requirements:

1. Standards. Use high visibility garments conforming to the requirements of ANSI/ISEA 107-2004, Class 2 for tops or Class E for bottoms, and Level 2 retroreflective material.
2. Labeling. Use garments labeled in conformance with Section 11.2 of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010.
3. Tops. Wear high visibility vests, jackets, or coverall tops at all times.
4. Bottoms. Wear high visibility pants or coverall bottoms during nighttime work (sunset to sunrise). Worksite traffic supervisors, employees assigned to traffic control duties, and flaggers wear high visibility pants or coverall bottom at all times.
5. Outer Raingear. Wear raingear tops and bottoms conforming to the requirements of this Subsection 643-3.11.
6. Exceptions. When workers are inside an enclosed compartment of a vehicle, they are not required to wear high visibility garments.
7. Condition. Furnish and maintain all vests, jackets, coveralls, rain gear, hard hats, and other apparel in a neat, clean, and presentable condition. Maintain retroreflective material to Level 2 standards.

Payment for high visibility garments for workers is subsidiary to other traffic contract items.

643-5.01 BASIS OF PAYMENT.

1. Traffic Maintenance. The contract price includes all resources required to provide the Worksite Traffic Supervisor, all required TCPs and public notices, the Construction Phasing Plan, and the maintenance of all roadways, approaches, crossings, intersections and pedestrian and bicycle facilities, as required. This item also includes any Traffic Control Devices required but not shown on the bid schedule.

2. Traffic Control Device Items. The contract price includes all resources required to provide, install, maintain, move, and remove the specified devices. Warning lights, high-level warning devices, vertical panels, and sign supports required for traffic control devices are subsidiary.

3. Traffic Maintenance Setup Items. Each setup consists of all traffic control devices, flaggers, pilot cars, and subsidiary items necessary to implement the TCP shown on the Plans. Warning lights, high-level warning devices, vertical panels, and sign supports required for traffic control devices are subsidiary.

Traffic control devices, barriers, and crash cushions required to delineate or shield fixed objects will not be measured or paid for separately, but will be subsidiary

Payment will be made under:

| Pay Item | Pay Unit |
|---------------------------|-----------------|
| 643 – Traffic Maintenance | LS |

SECTION 646

CPM SCHEDULING

646-1.01 DESCRIPTION. Provide and maintain a Critical Path Method (CPM) progress schedule for the project. Use the schedule in coordinating and monitoring of all work under the Contract including activity of subcontractors, manufacturers, suppliers, and utility companies, and reviews by the SDSWCD. Update CPM, as required.

Provide work plans.

646-2.01 SUBMITTAL OF SCHEDULE.

Submit a detailed initial CPM schedule at least 5 working days prior to the preconstruction conference, for the Engineer's approval. Meet the requirements set forth below.

The construction schedule, for the entire project, may not exceed the specified contract time.

Following the Engineer's review, if revisions to the proposed CPM schedule are required, do so promptly. The CPM schedule must be finalized and accepted before beginning construction work.

646-3.01 REQUIREMENTS AND USE OF SCHEDULE.

1. Schedule Requirements. Prepare the CPM schedule as a Precedence Diagram Network developed in the activity-on-node format which includes:

- a. Activity description
- b. Activity duration
- c. Resources required for each of the project activities, including:
 - (1) Labor (showing work days per week, holidays, shifts per day, and hours per shift)
 - (2) Equipment (including the number of units of each type of equipment)
 - (3) Materials

Show on the activity-on-node diagram the sequence and interdependence of all activities required for complete performance of all items of work under this Contract, including shop drawing submittals and reviews and fabrication and delivery activities.

No activity duration may be longer than 15 work days without the Engineer's approval.

The Engineer reserves the right to limit the number of activities on the schedule.

Consider that schedule float time is shared equally with the Department.

The contract completion time will be adjusted only for causes specified in this Contract.

2. Schedule Updates. Hold job site progress meetings on a frequency satisfactory to the Engineer for the purpose of updating the CPM schedule. Review progress and verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed

logic and/or time estimate revisions. Submit a revised CPM schedule, within 5 working days after this meeting, showing the finish dates of completed activities and updated times for the remaining work, including any addition, deletion, or revision of activities required by Contract modification.

3. Work Plans. In addition to the CPM schedule, submit a work plan every two weeks during construction detailing your proposed operations for the forthcoming two weeks. Include:

- a. work activities
- b. manpower involved by trade
- c. work hours
- d. equipment involved
- e. location of the work to be performed

646-4.01 METHOD OF MEASUREMENT. See Section 109.

1. Upon approval of CPM and work plan, 15 percent of the amount bid on the pay item.
2. Starting in the month after approval of CPM through estimated month of project completion, equal monthly payments that total 75 percent of the amount bid on the pay item.
3. Upon project completion, the remaining 10 percent of the amount bid on the pay item.


646-5.01 BASIS OF PAYMENT.

Non-compliance with CPM Schedule update requirements is considered unsatisfactory performance and may result in withholding progress payments according to subsection 109-1.06. . Payment for CPM shall be subsidiary to Section 640 – Mobilization/Demobilization. Such payment will constitute full compensation for administration of all work under this section. Administration includes but is not limited to, plan preparation, plan amendments, updates, and all other items necessary and incidental to the completion of the work.

Payment will be made under:

| PAY ITEM | | |
|-------------|------------------|------------------------------|
| Item Number | Item Description | Unit |
| 646._____ | CMP Scheduling | Subsidiary to Section 640 |

ATTACHMENT A

| | |
|--|---|
|  <p>SALCHA-DELTA SOIL AND WATER CONSERVATION DISTRICT</p> | Salcha-Delta Soil & Water Conservation District |
| Proposal Withdrawal Request | |
| Project Name and Number: _____ | |
| By this form, please be advised that Proposer is requesting immediately withdrawing the above-referenced proposal from consideration. | |
| _____ Contractor Company <i>(Must match company name on proposal)</i> | |
| _____ Signature of Authorized Representative | |
| _____ Printed Name & Title | |
| _____ Date of Signature | |
| RECEIVED & ACCEPTED BY: | |
| _____ Salcha-Delta Soil & Water Conservation District Authorized Representative | _____ Date |

ATTACHMENT B

FGA Chapter 5: Spill Notification and Response

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ATTACHMENT C

PLAN

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