

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
UTILITY PERMIT  
(MAJOR)

Permit No.  
3-296000-16-38

Page No. 1 of 18

Approval  
Recommended: Martin Peters

Date: February 3, 2016

Title: Regional Utility Permit Officer

Region: Southcoast

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THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, under provisions of AS 19.25.010 19.25.020, grants a Utility Permit to **City and Borough of Juneau of 155 South Seward, Juneau, AK 99801** hereinafter called the PERMITTEE, permission to construct, install and thereafter perform routine maintenance, use and operate the **10 " Water Main Crossing At Egan and Whittier, 8" Water service along Egan Drive to the Prospector Hotel** hereinafter called the FACILITY, located as follows: State Route **296000, Glacier / Egan Drive** Route Mileage **0.235 to 0.325** across, along or under property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions and in strict conformance with plans, specifications and special provisions attached hereto and made a part hereof, and not otherwise.

A. In accepting this Utility Permit for the Facility, the PERMITTEE agrees to comply with the provisions of AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210, and AS 35.10.230; the terms, requirements and regulations as set forth in 17 AAC 15 as authorized under Administrative Procedures Act, AS 44.62.010 - 44.62.650 and the applicable policies, directives and orders issued by the Commissioner of the Department.

B. The entire cost of routine maintenance operations of the FACILITY are to be paid for by the PERMITTEE, and said FACILITY shall comply with all applicable codes.

C. The PERMITTEE's construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT's right of way and/or public facility; or as hereinafter provided in the DEPARTMENT's Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property. Utility Permits expire if construction or installation of the facility has not started within one year after the date of approval, unless the applicant obtains an extension of time in writing from the department. 17AAC15.011(d)

D. The DEPARTMENT, in granting the Utility Permit, reserves the right to use, occupy and enjoy its property for a public transportation system and for public transportation purposes in such a manner and at such times as it deems necessary, the same as if this instrument had not been executed by the DEPARTMENT. If any such use by the DEPARTMENT shall at any time necessitate any change in location or manner of use of said FACILITY, or any part thereof, such change or alteration shall be made by the PERMITTEE according to the terms of one of the two clauses set out below as identified by a check mark before the applicable clause.

           ( 1 ) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualified under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).

  X   ( 2 ) The PERMITTEE shall promptly remove or relocate said FACILITY at no cost to the DEPARTMENT in accordance with the provisions of AS 02.15.104(c) ( 4 ) or ( 5 ), AS 19.25.020(c) (4) or ( 5 ), AS 35.10.220(c) ( 4 ) or ( 5 ).

E. On public property being utilized for right of way on highways originally established as, or converted to, controlled access highways, ingress and egress thereto for maintenance and operation of the FACILITY is limited to the locations as designated by the DEPARTMENT. However, the DEPARTMENT may allow the PERMITTEE ingress and egress whenever such is necessary to effect repairs and maintenance of the FACILITY and when no other access is available. If the DEPARTMENT determines such access is in conflict with the use of the controlled access highway, the FACILITY will be relocated.

F. The DEPARTMENT for the purpose of this Utility Permit, hereby disclaim any representation of implication to the PERMITTEE that the DEPARTMENT has any title in any property other than the interest conveyed to the DEPARTMENT for specific purposes as described by the instrument conveying the land to the DEPARTMENT.

G. The PERMITTEE by these presents accepts notice and agrees that any expenses or damages incurred by the PERMITTEE through the abandonment, removal, reconstruction or alteration of any public facility, or incurred by said PERMITTEE as a result of this disclaimer shall be borne by said PERMITTEE at no expense whatsoever to the DEPARTMENT.

H. The waiver or breach of any terms or conditions of this Utility Permit or Provisions of the Administrative Code, by the DEPARTMENT shall be limited to the act or acts constituting such breach, and shall never be construed as being continuing or a permanent waiver of any such term or condition, unless expressly agreed to in writing by the parties hereto, all of which shall remain in full force and affect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

I. Only the Commissioner of the DEPARTMENT or his delegate shall have the authority to waive any term or condition herein contained.

J. The PERMITTEE shall not assign or transfer any of the rights authorized by this Utility Permit except upon notification to and approval by the DEPARTMENT.

K. The PERMITTEE agrees to comply with all regulations concerning present and future use of the public property acquired, or reimbursed by Federal-Aid funds.

L. The PERMITTEE shall give the DEPARTMENT not less than ten (10) days prior written notice, unless otherwise agreed to by the parties hereto, of the PERMITTEE's intention to enter upon the DEPARTMENT's property for the purpose of major maintenance, reconstruction, altering or removal of the FACILITY, provided, however, that normal routine maintenance is excepted from this provision, and provided further, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, or to mitigate damage to private or public property, no prior notification to the DEPARTMENT will be required. The PERMITTEE shall notify the DEPARTMENT and the Alaska State Troopers, of the location of the emergency and extent of work required by the most expeditious means of communication as soon as reasonably possible to do so, and the PERMITTEE shall take such measures as are required to protect the health and safety of the traveling public or public facility users for the duration of such emergency operations.

M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's FACILITIES on DEPARTMENT rights of way or other permitted locations.

N. The PERMITTEE is subject to all previous Easements and Utility Permits and any damage to any other utility will be the PERMITTEE's responsibility.

O. The PERMITTEE agrees to be responsible for the compliance with all applicable Federal, State, and local laws, regulations, codes and ordinances.

P. The PERMITTEE agrees to be responsible for obtaining all other appropriate permits or letters of non-objection needed from Federal, State and local agencies, or conflicting lessees, property owners or utilities.

Q. The PERMITTEE may be required, within thirty (30) days after completion of any improvement placed upon or in the premises herein, deliver to the DEPARTMENT as-built drawings showing the location and construction specifications of said improvement.

R. This Utility Permit is issued under the provisions of applicable Alaska Statutes and Administrative Code, effective as of the date of execution of this instrument by the DEPARTMENT.

S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the attached:

1. Plans consisting of Attached plan sheets **Whittier Street Reconstruction**
2. Specifications consisting of the City and Borough of Juneau, American Water Works Association and Alaska Department of Transportation Standard Specifications with associated Alaska Statutes.
3. Other \*See Below.

which, by this reference, are made a part hereof, and in accordance with the applicable codes pertaining to the FACILITY, and not otherwise, unless prior written authorization is obtained from the DEPARTMENT to do so.

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Regional Utilities Engineer. The costs billed to the PERMITTEE will be the actual DEPARTMENT's costs incurred while performing the inspection and testing.

U. The PERMITTEE agrees by entering on the DEPARTMENT's property to indemnify the DEPARTMENT and its contractors of all costs tangible or intangible that would be the result of any delay in a construction project of the DEPARTMENT caused by work done under this permit.

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referenced to in paragraph "S" above) which is calculated to be 250 linear feet at \$1.00 per foot = \$250.00 (but not to exceed \$10,000) payable at the time the permit is executed by the DEPARTMENT unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

**Added Special Conditions:**

**PIPE CARRIERS**TRANSMITTANT: Water FLASH POINT: N-AWORKING PRESSURE: 97 **PSI** TEMPERATURE:AmbientNUMBER OF CONDUITS (PIPES): 2DIAMETER OF PIPE: **10 " Main crossing Egan Drive, 8" Service along Egan Drive to Prospector Hotel.**TYPE AND CLASS OF PIPE: **SDR 13.5 (160psi) High Density Polyethylene**ENCASEMENT DIAMETER AND TYPE: **10" Main encased in 18' CPP**VENT LOCATIONS: N-A LEFT RIGHT OF HIGHWAY CENTERLINECATHODIC PROTECTION: N-ACROSSING ANGLE: 80 Degrees LENGTH: 75 feetDEPTH BELOW ROAD SURFACE (MIN 48"): 4-foot minimum to top of carrier pipeDEPTH BELOW DITCH BOTTOM (MIN 36"): N-AMETHOD OF CROSSING INSTALLATION: BORING JACKING **OPEN CUT** XLONGITUDINAL FACILITY LENGTH: **484 feet**OFFSET FROM HIGHWAY CENTERLINE 42 feet DEPTH OF BURIAL (MIN 36"): METHOD OF LONGITUDINAL INSTALLATION: **TRENCHING** X PLOWINGCONSTRUCTION CODE(S) APPLICABLE: City and Borough of Juneau Standard Specifications, American**Water Works Association and Alaska Department of Transportation Standard Specifications**

ADDITIONAL INFORMATION:

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**DW L**

5388 Commercial Blvd.  
Anchorage, Alaska 99507  
(907) 780-3535 Office  
(907) 780-3535 Fax

Consulting Engineers - Land Surveyors - Construction Administration

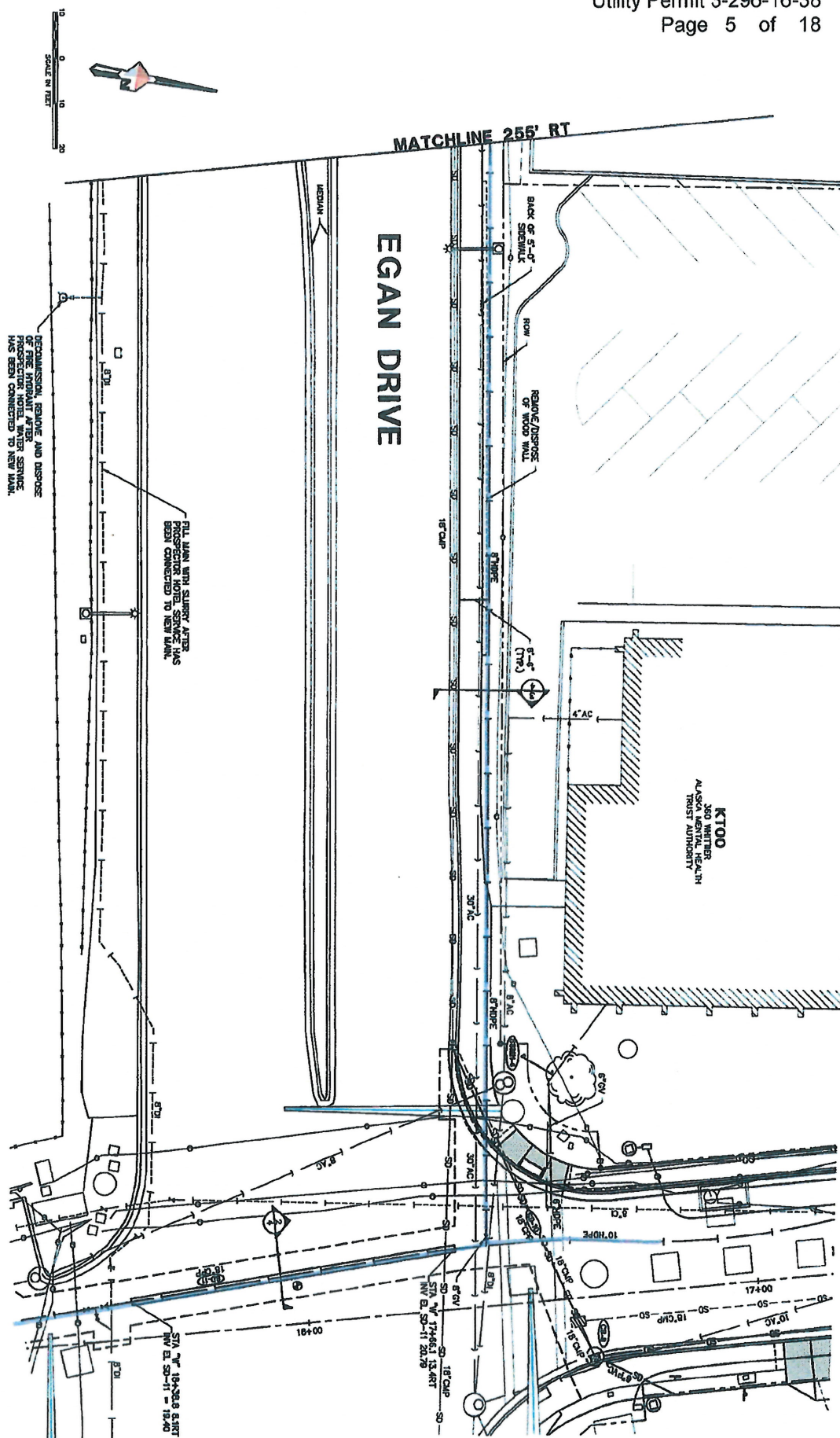
2016 by DWL DWL is the owner of the design and construction of the project. DWL is not responsible for the design and construction of the project.



**WHITTIER STREET  
RECONSTRUCTION  
CONTRACT NO. E16-151**

**PLAN - PROSPECTOR WATER SERVICE  
WHITTIER TO 255' RT**

SHEET NO.  
14  
of  
24

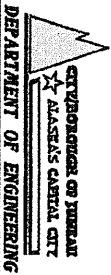




**DCWL**

5388 Commercial Blvd.  
Juneau, Alaska 99801  
(907) 780-5553 Office  
(907) 780-5555 Fax

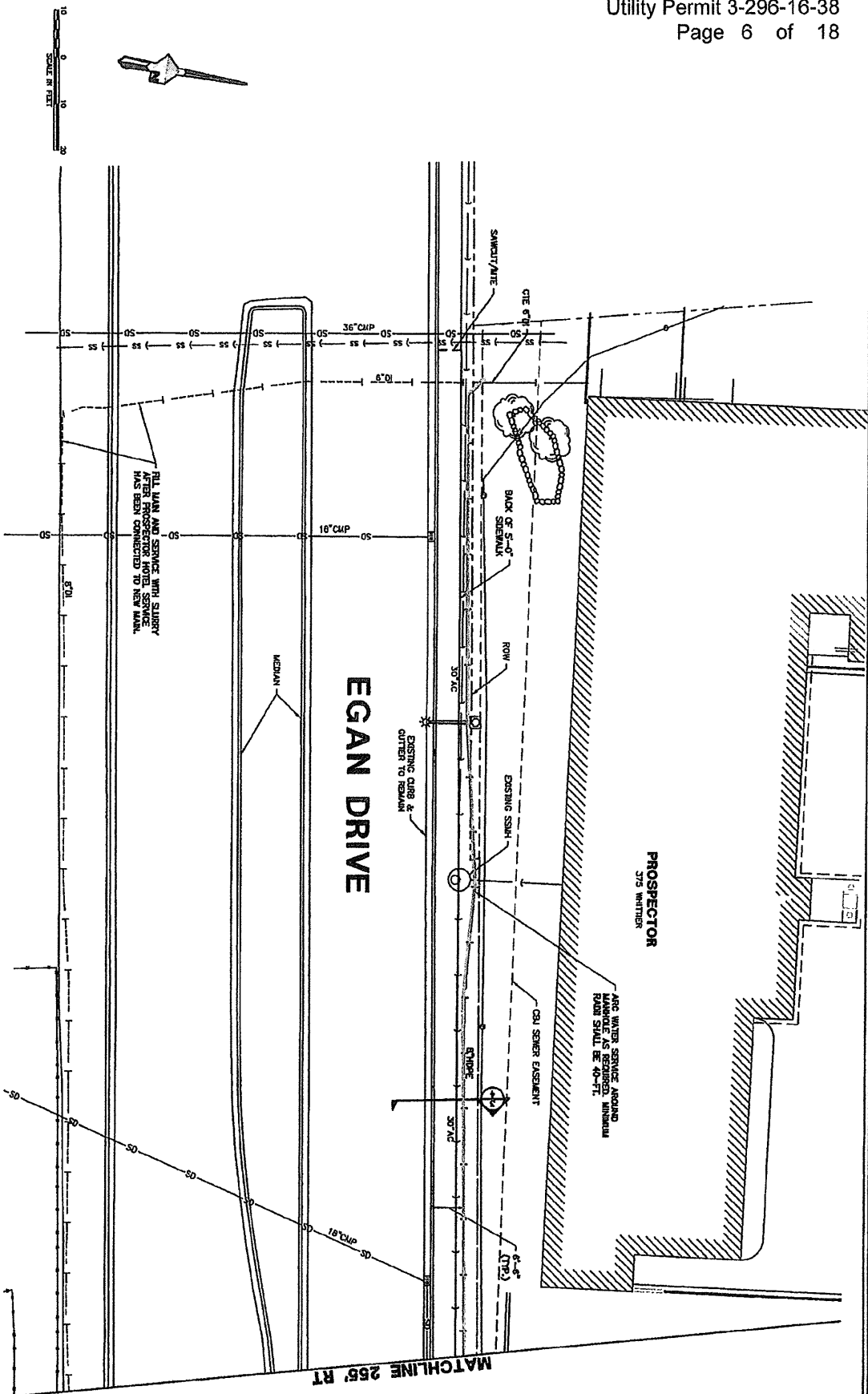
Consulting Engineers - Land Surveyors - Construction Administration  
DAVID L. WHITTIER ENGINEER, STATE LICENSED IN ALASKA (LICENSED IN ALASKA) (DATE: JUL 2011)



**WHITTIER STREET  
RECONSTRUCTION  
CONTRACT NO. E16-151**

**PLAN - PROSPECTOR WATER SERVICE  
255RT TO CONNECTION TO EXISTING**

SHEET NO.  
15  
of  
24



## **SPECIAL PROVISIONS**

### **1.0 GENERAL AND ADMINISTRATION**

- 1.1 The PERMITTEE shall have a copy of this permit at the work site at all times.
- 1.2 The permit, together with these Special Provisions shall take precedence over any additional plans, exhibits, attachments, and/or schedules should discrepancies appear.
- 1.3 All contact between the DEPARTMENT and the PERMITTEE's Contractor shall be through a representative of the PERMITTEE. If the PERMITTEE chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the DEPARTMENT. Failure to comply with this provision is grounds for restricting any further work by the PERMITTEE in the DEPARTMENT's right of way.
- 1.4 Any rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the DEPARTMENT. If the utility is sold to another utility or merges with another utility, the new utility shall inform the DEPARTMENT in writing within 30 days after the date of transaction.
- 1.5 Any request for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method, shall be submitted in writing to the Regional Utilities Engineer.
- 1.6 The PERMITTEE agrees to furnish the DEPARTMENT with a set of as built plans within sixty (60) days from the completion of the work covered by this Permit.
- 1.7 The PERMITTEE agrees to provide design locates, at no cost to the DEPARTMENT, upon request. If a utility locate service is not available, reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of the underground Facility. Where utilities are attached to a bridge, the PERMITTEE will attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility.
- 1.8 The Regional Utilities Engineer may assign an inspector or inspectors in order to insure compliance with the provisions of this utility permit. The inspector has the authority to suspend all work in the event of noncompliance.
- 1.9 The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspections during construction of the Facility. Inspection activities will include on-site review of traffic control, highway crossings, and restoration of the right of way. Inspection may also include any testing required to verify conformance to the DEPARTMENT's standards, and responding to questions and/or complaints from the public or agencies. Actual direct and indirect charges shall provide the basis for billings, which include wages, benefits, per diem, travel and vehicle expenses, and lodging.

1.10 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the PERMITTEE obtains an extension of time in writing from the DEPARTMENT.

## **2.0 COORDINATION**

2.1 The PERMITTEE shall notify the Department's Regional Utility Permit Officer ten (10) days prior to beginning work:

**Southeast Region**  
(907)465-4544  
(907)465-6216 (fax)

2.2 The PERMITTEE agrees to coordinate their work with other projects, both public and private that may occur within the project limits covered by this permit. The PERMITTEE agrees not to interfere or hinder the work being performed by other contractors.

2.3 The PERMITTEE shall coordinate and obtain the necessary temporary driveway permits for access to travel way from haul routes or staging areas where existing access does not exist. Contact the Department's Right-Of-Way Section at (907) 465-2838 for the driveway permit application or apply on line at [www.dot.state.ak.us/permits](http://www.dot.state.ak.us/permits)

## **3.0 ENVIRONMENTAL**

3.1 The PERMITTEE is responsible for obtaining authorization from the U.S. Army Corps of Engineers for any ground disturbing activities in areas designated as wetlands.

3.2 If the PERMITTEE, its Contractor, or Agent discovers environmental contamination in the right-of-way while constructing the Facility, they shall immediately stop work and notify the Department's Regional Utility Engineer.

3.3 The PERMITTEE is not responsible for the cost of investigation, cleanup, or disposal of any contaminated soils it discovers during work on the Facility within the Department's right-of-way, **unless:**

a. The PERMITTEE, its Contractor, or Agent fails to immediately notify the Department of the contamination, or;

b. The contamination is attributed to the PERMITTEE's Facility, or actions of the PERMITTEE, its Contractors, or its Agents.

3.4 If the PERMITTEE, its Contractor, or Agent discovers cultural, historic or archeological resources as a result of ground altering activities, all work that would disturb these resources shall be stopped and the State Historic Preservation Office shall be contacted immediately at (907) 269-8721.



3.5 The PERMITTEE shall not hold the DEPARTMENT responsible for any delay, redesign, rerouting, or additional cost due to encountering environmental contamination, or cultural, historic, or archeological resources.

3.6 The PERMITTEE shall provide an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) trained person, with the authority to direct activities required by the SWPPP, APDES permit or other permit conditions, during all construction and maintenance activities authorized by this permit that involve ground disturbing activities. Provide proof of current AK-CESCL certification upon request.

3.7 The PERMITTEE, on behalf of itself and its contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense, the DEPARTMENT, its contractors, officers, officials, employees, and agents from any and all fines, costs, claims, damages, liquidated damages, judgments, or civil penalties assessed by the Alaska Department of Environmental Conservation (ADEC) pursuant to AS 46.03.760(E), arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's Facilities on DEPARTMENT's rights of way or other permitted locations. This indemnification provision is in addition to and shall be construed as consistent with General Provision M.

#### **4.0 NOTIFICATIONS**

4.1 The PERMITTEE is responsible for notifying businesses and residents that front the project of scheduled road and driveway closures, or any work that may affect them. Property owners shall receive the notices a minimum of 48 hours prior to commencement of the work. Notices shall include a detailed description and map of the project, anticipated construction schedule and contact name and number of a representative of the PERMITTEE.

4.2 The PERMITTEE shall submit weekly public information notices that identify road closures, restrictions to traffic, and detours. Coordinate this effort with the State DOT/PF Navigator Information Program.

#### **5.0 TRAFFIC CONTROL**

5.1 The PERMITTEE shall submit a Traffic Control Plan (TCP) to the Department for approval a minimum of ten (10) days before beginning construction.

5.2 The PERMITTEE or the PERMITTEE's contractor shall designate a Traffic Safety Supervisor who shall be responsible for the maintenance of traffic operations on a 24-hour basis. This individual shall have received formal work zone traffic control training. The Department must be supplied with the name of this individual along with written verification of his/her credentials as well as a 24-hour telephone number where he/she can be reached.

5.3 The PERMITTEE shall insure that flagmen are certified by either the International Municipal Signal Association (IMSA) or the American Traffic Services Association (ATSSA). Documentation of certification shall be provided if requested.

5.4 The PERMITTEE shall provide traffic control devices, conforming to the latest addition of the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and Alaska Traffic Manual Supplement while constructing the Facility, or thereafter performing routine maintenance.

5.5 All traffic control devices required by the approved Traffic Control Plan, including signs, barricade, and flagmen, shall be in place prior to beginning work within the right of way.

5.6 The PERMITTEE shall remove or cover all temporary traffic control devices as soon as practical when they are no longer needed or when work on the Facility is suspended for short periods of time.

5.7 The PERMITTEE shall not park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by the traffic control plan.

5.8 At the close of each work day the construction site on non-detoured roadways shall be restored to a condition that allows two-way traffic to flow in conformance with the normal traffic patterns in that area, unless otherwise approved by the Regional Utilities Engineer.

5.9 The PERMITTEE shall conduct periodic inspections of temporary traffic control devices left in place during non-working hours. A 24 hour telephone contact number for the traffic control supervisor shall be provided to the local State Troopers or Police Departments.

5.10 All illumination and signalization shall remain operational during the construction of the Facility.

5.11 Reduced speed and two-way traffic shall be maintained on non-detoured roadways between the peak traffic hours of 7:30 a.m. to 9:00 a.m. and from 4:30 p.m. to 5:30 p.m.

## **6.0 EXCAVATION AND BACKFILL**

6.1 The PERMITTEE shall backfill and compact all trenches within road prisms and pathways in 6-inch lifts or as accepted by the DEPARTMENT. 6-inch lifts are required if no inspector is present. The backfill shall be of suitable non-frost susceptible, non-organic material (0-6% passing No. 200 sieve). All excavated non-acceptable material shall be removed from the State right-of-way or property by the PERMITTEE.

6.2 The road prism is defined to include the finished roadway surface and underlying structural layers out to, and including, any unpaved shoulders, curbs, and attached pathways.

6.3 The PERMITTEE shall compact all trenches within or crossing road prisms and pathways at a minimum of 95% of the optimum density. All compaction tests shall be at the PERMITTEE's expense. A copy of each test will be submitted to the DEPARTMENT.

6.4 The PERMITTEE shall backfill all trenches, bore pits, and other excavations located outside road and pathway prisms with clean, non-organic, and compactable material meeting the requirements of Select Material, Type C, as defined in the DEPARTMENT's Standard Specifications for Highway Construction. Existing material is acceptable as backfill provided it meets the requirements of Select Material, Type C.

6.5 The PERMITTEE shall remove material not suitable for use as backfill from the site, t. The Permittee shall replace unsuitable backfill material with imported material meeting the requirements of Select Material, Type C.

6.6 All backfill shall be compacted to existing undisturbed soil densities or better, and graded to blend with the existing ground surface. All costs associated with removal of unusable material and placement of import material is the responsibility of the Permittee.

6.7 The top six (6) inches of the road surface or surface under pavement shall be crushed aggregate D-1

## **7.0 PAVEMENT REPLACEMENT AND TRAFFIC MARKINGS**

7.1 Pavement cuts may be authorized from May 1<sup>st</sup> to September 30<sup>th</sup> and will only be permitted on an emergency basis from October 1<sup>st</sup> through April 30<sup>th</sup> unless the Regional Utilities Engineer approves a request for exception. Planned pavement cuts must be repaired by September 30<sup>th</sup>. No more than 2500 feet of pavement by project stationing can be disturbed without final repair

7.2 All asphalt cuts shall be permanently repaired with hot asphalt. Asphalt concrete pavement shall be Type II, Class B installed in conformance with Section 401 of the Alaska DOT&PF Standard Specifications dated 2002. The proposed job mix design shall be submitted for review and approval by the department.

7.3 If the edge of the pavement is damaged during this construction the permittee shall have his contractor replace the pavement to the centerline of the roadway at least 10 feet each side of the damaged area. If the damage is intermittent and less than 50 feet between damaged areas the permittee shall make the repair continuous to cover the damage.

7.4 For service crossings, pre-saw the area to be excavated. After completion of the utility, saw back the existing pavement a minimum of 1-1/2' over undisturbed earth on each side of the trench. Install 6" of asphalt installation hot mix which shall be spread and compacted in layers. The top layer shall not exceed a 2" compacted depth. Paint the entire area of all top-lift longitudinal joints with a 1/8" thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Crafco Pavement Joint Adhesive No. 34524, or an approved equal. The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

7.5 For lane replacement, pre-saw the area of pavement effected by the utility installation. Cut the pavement so that the edges are vertical, the sides are parallel and the ends are perpendicular to the direction of traffic. The depth of pavement to be replaced will match the depth of the existing pavement unless otherwise specified. The pavement will be spread in layers not to exceed 2" to the seam nearest the centerline of the roadway. Paint the entire area of all top-lift longitudinal joints with a 1/8" thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Crafcro Pavement Joint Adhesive No. 34524, or an approved equal. The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

7.6 If the contract quantity is less than 1500 tons, the asphalt concrete pavement will be accepted based upon the engineers approval of the job mix design and the placement and compaction of the asphalt concrete to the specified depth and finished surface requirements and tolerances. The engineer's approval of the job mix design does not relieve the PERMITTEE or their contractor from the responsibility to produce the approved mix and is subject to field verification testing for oil content, density and gradation. The gradation, density and asphalt content shall be determined in accordance with section 410-4.02. If a calibrated nuclear content gauge is not available, asphalt content of the mix may be determined by extraction in accordance with AASHTO T-164. A minimum of two tests shall be taken for each approved mix design or as designated by the engineer.

7.7 The finished pavement surface will be tested after final rolling at selected locations using a 16-foot straightedge. Variations of more than 3/16 inch from the testing edge between any two contacts will be corrected.

#### 7.8 Temporary Patches

a. A Polymer modified cold mix asphalt or concrete patch may be used as a temporary patch subject to written approval of the Regional Utilities Engineer. The temporary patch will be replaced as soon as hot asphalt is available. For crossings, saw back existing pavement a minimum of 1' over undisturbed earth on each side of the trench. Paint edges with STE-1 tack coat and install 4" of polymer-modified cold asphalt. Damage to the pavement surface at locations other than crossings will be repaired by replacement of asphalt to the seam nearest centerline of the roadway with 4" of polymer-modified cold asphalt. All edges are to be saw cut and painted with STE-1 tack coat. The polymer-modified cold asphalt shall be spread and compacted in 2" lifts, each compacted to a minimum of 94% of maximum density. Asphalt patch density shall be field controlled utilizing a calibrated nuclear densometer at two locations per patch. Field testing results shall be certified by a registered engineer and forwarded to DOT&PF.

b. Temporary concrete patches shall be a minimum of 6" thick with 6" x 6", 6 gage wire mesh or suitable reinforcing steel installed 3" below the finished grade. Concrete shall be Class A, six sack mix, with a slump range of 2"-4".8

7.9 Asphalt concrete mixture that becomes contaminated with foreign material, is segregated or is in any way determined to be defective will be removed. Defective materials will be removed for the full thickness of the course.

7.10 The Permittee shall replace all damaged or removed pavement markings in kind.

## **8.0 DRAINAGE**

8.1 The PERMITTEE shall be responsible for assuring that all water entering the Department's storm drain facility meets the minimum criteria for water quality standards as set forth in the Alaska Administrative Code(18 AAC 70.010-.110).

8.2 The PERMITTEE shall maintain existing drainage patterns during construction of the Facility. Ditches will be restored to the originally designed flow lines unless otherwise agreed to by the DEPARTMENT.

8.3 The PERMITTEE shall be responsible for all erosion control prior to slopes becoming stabilized.

8.4 The PERMITTEE is responsible for installing and maintaining BMPs required by the NDPES permit throughout the duration of the project.

8.5 The PERMITTEE shall notify the Department of Transportation of drainage problems caused by the work under this Permit and will remedy the problem as directed by the Department of Transportation.

8.6 The PERMITTEE shall replace all culverts damaged by work under this Permit with a culvert. of the same size, or 18-inch, whichever is greater.

## **9.0 RIGHT OF WAY PROTECTION, MAINTENANCE, AND RESTORATION**

11.1 The PERMITTEE shall cleanup within one day behind installation of the facility. The PERMITTEE will not be allowed to trench or plow more than can be cleaned up the following day.

11.2 The PERMITTEE or their contractor shall immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.

11.3 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. If approved, planking or rubber tires shall be utilized between the vehicle tracks and the pavement. The PERMITTEE shall repair damage to the pavement as a result equipment operation as directed by the DEPARTMENT.

11.4 The PERMITTEE or his contractor will be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a neat and clean condition, satisfactory to the Maintenance Section of the Department of Transportation.

11.5 The PERMITTEE shall dispose of trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the DEPARTMENT's right of way. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way.

11.6 Guardrail that is removed or damaged during construction shall be replaced in accordance with Section 606 AKDOT&PF Standard Specifications dated 2004, and Standard Drawings Manual.

11.7 Any Survey monument or monument accessory that will be disturbed or destroyed during construction of the Facility shall be referenced prior to beginning work, and restored or replaced by a Registered Land Surveyor licensed in accordance with AS 34.65.040. All monument records shall be reviewed by the DEPARTMENT prior to filing with the District Recorder.

11.8 Highway signs that are in conflict with construction shall be relocated on a temporary basis and reinstalled at the original location as soon as possible. Signs that are damaged during construction shall be replaced in kind to the DEPARTMENT's standards, and at no cost to the DEPARTMENT.

11.9 The PERMITTEE shall replace all curbs and gutters to an existing undisturbed joint.

11.10 The PERMITTEE shall maintain all roadways, pedestrian and bicycle facilities affected by the pavement removal in a smooth and passable condition at all times.

11.11 The PERMITTEE shall provide street sweeping to keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material. Use a street sweeper that can collect materials rather than eject them on the shoulder of the road.

11.12 The PERMITTEE shall furnish, haul, and place water for dust control and pavement flushing. Use water trucks that can provide a high-pressure water stream to flush the pavement and a light-water spray to control dust. If the flushing operations contaminate or fill adjacent catch basins, clean and restore them to their original condition. Pavement flushing and dust control is required in sections off the project where flushing is required.

11.13 Upon completion of the work within the State right-of-way or State property, the PERMITTEE shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition satisfactory to the Department of Transportation.

## **10.0 TOPSOIL AND SEEDING**

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10.1 The PERMITTEE shall replace and restore all vegetation disturbed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. The PERMITTEE shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is established.

10.2 The PERMITTEE shall replace any topsoil lost as a result of construction under this permit.

10.3 The PERMITTEE shall re-seed all areas within the DEPARTMENT's right-of-way disturbed by work under this permit with a seed mix approved by the DEPARTMENT.

10.4 The PERMITTEE shall re-grade all disturbed areas to blend with the existing ground surface and re-seed after completing backfill of pipe.

10.5 If re-seeding is not complete by August 15th, then re-shaping of all disturbed areas shall be completed by July 1st of the following year. The PERMITTEE is responsible for all erosion control measures and cleaning of ditches and culverts.

## **11.0 OVERHEAD FACILITIES**

11.1 New and relocated aerial facilities shall maintain a minimum vertical clearance of twenty feet (20') in all locations within the right of way. (17 AAC 15.201)

11.2 The PERMITTEE shall install guy guards on all down guys installed within the right of way.

11.3 The PERMITTEE shall remove all overhead lines abandoned as the result of this Permit.

11.4 Guy/Anchor attachment shall not be located within clear zone.

## **.12.0 UNDERGROUND FACILITIES**

12.1 The depth of burial for underground facilities constructed or installed under pavement, roadway or runway surfaces must be at least four feet measured from the surface of the pavement to the top of the cable, conduit, pipeline or encasement.

12.2 Underground facilities constructed under other surfaces, including unlined ditches must be buried at least three feet, measured in any direction from the surface to the top of the cable, conduit, pipeline or encasement.

12.3 The PERMITTEE shall place buried caution tape one foot directly above the Facility being installed.

12.4 The PERMITTEE shall obtain locates for any existing traffic signals, traffic interconnect cables, street light facilities, or FAA cables prior to construction. Damages shall be repaired and restored to working order within eight hours at the PERMITTEE's expense. Any splice must be located within a Type II Junction Box or as directed by the DEPARTMENT.

### **13.0 WARRANTY**

13.1 Warrant and Warranty, for the purposes of this Permit, shall mean the DEPARTMENT's concurrence block authority on any warranty release issued by the PERMITTEE.

13.2 The PERMITTEE shall warrant the materials and workmanship of the road, and road right-of-way, to ensure completion of the construction, including the restoration of surfacing, slopes, slope treatment, drainage facilities, pathways, and right-of-way cleanup for the warranty period.

13.3 The DEPARTMENT will notify the PERMITTEE of any surface deformity. The PERMITTEE shall prepare a corrective action plan for review and approval by the DEPARTMENT. The corrective action plan shall include:

- a) A methodology to determine if the pavement surface deformation is due to subsurface forces, such as subsidence or drainage, and;
- b) A proposal for correcting the surface variation.

13.4 The PERMITTEE shall remedy promptly, without cost to the DEPARTMENT, any and all defects in materials and workmanship resulting from defective materials and workmanship. If the defect, in the opinion of the DEPARTMENT, is of such a nature as to demand immediate repair, the DEPARTMENT shall have the right to take corrective action and the cost thereof shall be borne by the PERMITTEE.

13.5 The PERMITTEE or his designee and the DEPARTMENT shall perform construction inspection of the road. The PERMITTEE or his designee shall handle any coordination with respect to inspection activities involving both the DEPARTMENT and PERMITTEE.

13.6 The Warranty period shall mean a period of two (2) years from the acceptance of the road. The Warranty shall remain in effect until final inspection and acceptance by the DEPARTMENT.

### **14.0 RELEASE OF WARRANTY**

14.1 The PERMITTEE and the DEPARTMENT shall perform an inspection prior to the end of the warranty period. The PERMITTEE or his designee is responsible to schedule and coordinate with the Department the final warranty inspection. The PERMITTEE shall correct any defect in the work revealed by the warranty inspection.



14.2 Upon the PERMITTEE's satisfactory performance of all its obligations under this Permit, the Department shall execute a written statement acknowledging performance and release of the warranty obligations. Release of the warranty shall not release the PERMITTEE of all other provisions of the permit.

14.3 Any damage to the roadway prism, fill slopes, ditches, backslopes, structures or underground utilities determined to be a result of work authorized by this permit that becomes apparent within two (2) years after project completion and acceptance by the DEPARTMENT shall be repaired by the PERMITTEE

#### **15.0 MAINTENANCE AND OPERATIONS**

15.1 The PERMITTEE shall perform routine maintenance on the utility facility on a continuing basis. Routine maintenance may be performed without prior notification of the department however closure of a highway, pedestrian facility, pathway, sidewalk or creating a detour to perform routine maintenance must be specifically authorized by permit. The PERMITTEE shall apply for an annual lane closure permit to cover routine maintenance operations. Prior authorization must be obtained from the department before performing any maintenance that requires excavation, plowing, jacking or boring within the right of way.

15.2 The PERMITTEE may perform emergency maintenance without prior notice to the department as long as appropriate traffic control is established and maintained. If the project requires major reconstruction and or placement of traffic control devices for an extended period a lane closure permit is required. If the road surface is affected by the emergency maintenance, contact the local maintenance foreman as soon as possible and place pavement break warning signs in advance of the site until such time as the pavement has been repaired.

15.3 The PERMITTEE is responsible for maintenance and adjustment of manhole frames, valve boxes, junction boxes or other structures located in the pavement or sidewalk.

15.4 The PERMITTEE shall apply for a new utility permit if the facility authorized by this permit is to be reconstructed or modified substantially. If the proposed modifications are not substantial, the PERMITTEE need only apply for an amended permit. A utility permit application is required for all new service connections.

In consideration of the benefits accruing to the Permittee by reasons of the foregoing agreement, this permit is hereby accepted by the Permittee and the Permittee hereby agrees to comply with all of the terms, provisions, conditions, stipulations therein contained. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

City and Borough of Juneau

By: Michael K. Kuo  
 Title: Chief landscape Architect  
 Attest: [Signature]  
 Title: Permit Tech

ACKNOWLEDGEMENT OF  
COMPANY OR PERMITTEE

STATE OF ALASKA )  
 1<sup>st</sup> JUDICIAL DISTRICT )ss

BE IT REMEMBERED that on this 5 day of February, 2016, before me the undersigned, a Notary Public of the State of Alaska, personally appeared

Michelle Elgers

and Nave Warty  
 both to me personally known and known to me to be the identical individuals named in and who executed the foregoing permit, and acknowledged the said instrument to be the free and voluntary act and deed of the above named company for the uses and purposes therein expressed and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My Commission Expires: 7/15/19

A Notary Public  
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The State of Alaska, acting by and through its Department of Transportation and Public Facilities has caused this Utility Permit to be executed on this 5 day of Feb, 2016

STATE OF ALASKA  
 DEPARTMENT OF TRANSPORTATION  
 AND PUBLIC FACILITIES

By: [Signature] Southcoast Region  
 Title: Regional Utility Engineer

ACKNOWLEDGEMENT OF DEPARTMENT

STATE OF ALASKA )  
 1<sup>st</sup> JUDICIAL DISTRICT )ss

BE IT REMEMBERED that on this 5 day of Feb, 2016, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared

Lisa Carls

of the Department of Transportation and Public Facilities known to me to be the identical individual who executed the foregoing permit, and he acknowledged to me that he executed the same for and on the behalf of the State of Alaska Department of Transportation and Public Facilities with full authority so to do, and for uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My commission Expires with office

A Notary Public  
 \*\*\*\*\*

