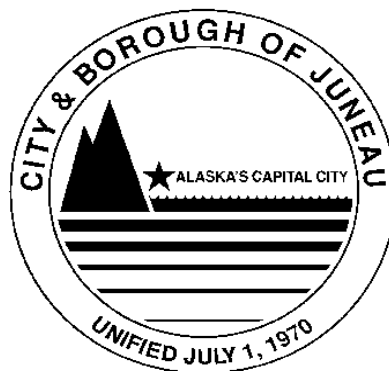


# **WEST DOUGLAS PIONEER ROAD**

## **VOLUME I OF II**

**Contract No. BE17-039**

File No. 1708



ENGINEERING DEPARTMENT

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**END OF SECTION**

## SECTION 00030 NOTICE INVITING BIDS

**OBTAINING CONTRACT DOCUMENTS.** The Contract Documents are entitled:

**West Douglas Pioneer Road  
Contract No. BE17-039**

The Contract Documents may be obtained at the City & Borough of Juneau (CBJ) Engineering Department, 3rd Floor Marine View Center, upon payment of \$35 (non-refundable) for each set of Contract Documents (including Technical Specifications and Drawings) or may be downloaded for free at the CBJ Engineering Department webpage at: [www.juneau.org/engineering](http://www.juneau.org/engineering)

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on September 8, 2016, in the CBJ Engineering Department Conference Room, 3<sup>rd</sup> Floor, Marine View Center. The object of the conference is to acquaint Bidders with the project and bid documents. Conference call capability will be available for the Pre-Bid meeting. Proposers intending to participate via conference call shall notify Tina Brown in the CBJ Engineering Contracts Division, at (907) 586-0878, or [Tina.Brown@juneau.org](mailto:Tina.Brown@juneau.org)/[Contracts@juneau.org](mailto:Contracts@juneau.org) by 4:30 p.m., September 7, 2016.

**DESCRIPTION OF WORK.** This Project consists of construction of 2.4 miles of 14-ft wide, single-lane-with-turnouts, shot rock surfaced pioneer road, through forested terrain on the west side of Douglas Island, involving clearing, grubbing, excavation, embankment, the installation of an 18-inch, 24-inch, 36-inch, and 48-inch corrugated polyethylene plastic culverts at streams and for cross drainage, installation of a 112-inch x 75-inch fish passage embedded pipe-arch culvert, installation of two 60-inch corrugated metal pipes, installation of a 50-foot modular steel bridge on spread footings, construction of an access driveway and parking area with installation of a steel gate, chain link fencing, and paved apron at highway, development and post-construction reclamation of on-site quarry/borrow pit(s), and miscellaneous related WORK.

### **COMPLETION OF WORK.**

Contractor shall have 180 days after breaking ground to complete the work. However, due to permitting requirements, WORK must commence prior to March 17, 2017 and all WORK shall be completed by June 30, 2017. A designated winter shut down period will not be counted against the 180 day construction time frame. The following conditions shall apply to a winter shutdown period:

- Winter shut down will be ONE continuous time period.
- The Contractor shall notify the Engineer in writing of the date of winter shut down, and give a minimum of two weeks' written notice prior to spring startup.
- The requirements of the Alaska Construction General Permit (CGP) for Storm Water Discharges from Construction Activities, and all other permits and requirements pertaining to the Contract shall be maintained through the winter shutdown period.

**DEADLINE FOR BIDS:** Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on September 21, 2016**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in Room 224, Second Floor of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

**SECTION 00030 NOTICE INVITING BIDS**

Bid documents delivered in person or by courier service must be delivered to:

**PHYSICAL LOCATION:**

City and Borough of Juneau, Purchasing Division  
105 Municipal Way, Room 300  
Juneau, AK 99801

Bid documents delivered by the U.S. Postal Service must be mailed to:

**MAILING ADDRESS:**

City and Borough of Juneau, Purchasing Division  
155 South Seward Street  
Juneau, AK 99801

**Please affix the label below to outer envelope in the lower left hand corner.**

<b>IMPORTANT NOTICE TO BIDDER</b>		
<b>To submit your Bid:</b>		
1. Print your company name and address on the upper left corner of your envelope.		
2. <b>Complete this label and place it on the lower left corner of your envelope.</b>		
<b>S</b>	<b>BID NUMBER:</b>	
<b>E</b>	<b>BE17-039</b>	<b>B</b>
<b>A</b>	<b>SUBJECT:</b>	<b>I</b>
<b>L</b>	<b>West Douglas Pioneer Road</b>	<b>D</b>
<b>E</b>	<b>DEADLINE DATE:</b>	
<b>D</b>	<hr/>	
	<b>PRIOR TO 2:00PM ALASKA TIME</b>	

**Mailing/delivery times to Alaska may take longer than other areas of the U.S.** Late bids will not be accepted and will be returned.

**SITE OF WORK.** The site of the WORK is on the west side of Douglas Island, south of the end of North Douglas Highway.

**BIDDING, CONTRACT, or TECHNICAL QUESTIONS.** All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Greg Smith, Contract Administrator  
CBJ Engineering Department, 3<sup>rd</sup> Floor, Marine View Center  
Email: greg.smith@juneau.org  
Telephone: (907) 586-0873  
Fax: (907) 586-4530

**SECTION 00030 NOTICE INVITING BIDS**

**BID SECURITY.** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5% percent of the Bid, payable to the City and Borough of Juneau, Alaska, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

**CONTRACTOR'S LICENSE.** All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award.

**BID TO REMAIN OPEN.** The Bidder shall guarantee the Bid for a period of 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 Days.

**OWNER'S RIGHTS RESERVED.** The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

**OWNER: City and Borough of Juneau**

By: Greg Smith  
Greg Smith, Contract Administrator

8/31/2016  
Date

**END OF SECTION**

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**1.0 DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

### **2.0 INTERPRETATIONS AND ADDENDA.**

- A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

**3.0 FAIR COMPETITION.** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

**4.0 RESPONSIBILITY OF BIDDERS.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit a complete Subcontractor Report as required in section Section 00360 – Subcontractor Report.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

**5.0 NON-RESPONSIVE BIDS.** Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.



## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

### **6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder before submitting a Bid:

- A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
  - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,
  - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
  - 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
  - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

### **7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:**

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

### 8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow Bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – Bid.
- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

**9.0 QUANTITIES OF WORK.** The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

**10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

**11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, emailed, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope with the Bid

**12.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the Base Bid, plus the amount of alternate Bids, if any, which total to the maximum amount for which the CONTRACT could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**13.0 RETURN OF BID SECURITY.** The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied and Bid security bonds will be appropriately discarded.

**14.0 DISCREPANCIES IN BIDS.** In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are Unit Price Pay Items in a Bid Schedule and the "amount" indicated for a Unit Price Bid Item does not equal the product of the Unit Price and quantity, the Unit Price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

### **15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER. **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened.** Submitted Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

**FAX DISCLAIMER:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

- B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

## **SECTION 00100 - INSTRUCTIONS TO BIDDERS**

**16.0 WITHDRAWAL OF BID.** Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

### **17.0 AWARD OF CONTRACT.**

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

### **18.0 EXECUTION OF AGREEMENT.**

- A. All Bids of value greater than \$1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

**19.0 LIQUIDATED DAMAGES.** Provisions for liquidated damages if any, are set forth in Section 00500 - Agreement.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

### 20.0 FILING A PROTEST.

- A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.
- B. Late protests shall not be considered by the CBJ Purchasing Officer.

### 21.0 CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:

Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than *seven business days* following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

**22.0 PERMITS AND LICENSES.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

CITY AND BOROUGH OF JUNEAU  
PURCHASING DIVISION  
FAX NO. 907-586-4561

**BID MODIFICATION FORM**

Modification Number: \_\_\_\_\_

Modification Page \_\_\_\_ of \_\_\_\_

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by the OWNER. Bidder may use multiple modification pages if required.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>MODIFICATIONS TO UNIT PRICE OR LUMP SUM (indicate +/-)</b>

**Total BID Increase or Decrease: \$ \_\_\_\_\_**

\_\_\_\_\_  
**Name of Bidding Firm**

\_\_\_\_\_  
**Responsible Party Signature**

\_\_\_\_\_  
**Printed Name (must be an authorized signatory for Bidding Firm)**

**END OF SECTION**

**SECTION 00300 - BID**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

**West Douglas Pioneer Road  
Contract No. BE17-039**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

**Give number and date of each Addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.**



**SECTION 00300 - BID**

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____ (City, State, Zip)
E-mail: _____	

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS:

- Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the *fifth business day* following the date of the Posting Notice.

- Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, *within ten Days (calendar)* after the date of the “Notice of Intent to Award” letter, the following executed documents:

- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

**END OF SECTION**

**SECTION 00310 - BID SCHEDULE**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1507.1	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum		
1507.2	Road Cleaning Guarantee	Contingent Sum	All Req'd	Contingent	Sum	\$10,000	00
2202.1	Pioneer Road Construction	STATION	125				
2202.2	Parking Access Driveway Construction	Lump Sum	All Req'd	Lump	Sum		
2202.3	Parking Area Construction	Lump Sum	All Req'd	Lump	Sum		
2202.4	On-Site Quarry/Borrow-Source Development	Lump Sum	All Req'd	Lump	Sum		
2202.5	Side Slope Grading	Lump Sum	All Req'd	Lump	Sum		
2202.6	Rock Faced Slope Protection	SF	5,700				
2501.1	18-Inch Corrugated Polyethylene Pipe	LF	729				
2501.2	24-Inch Corrugated Polyethylene Pipe	LF	445				
2501.3	36-Inch Corrugated Polyethylene Pipe	LF	207				
2501.4	48-Inch Corrugated Poyethylene Pipe	LF	425				
2501.5	60-Inch Corrugated Metal Pipe	LF	50				
2503.1	Fish Passage Culvert	Lump Sum	All Req'd	Lump	Sum		
2504.1	Major Stream Culvert	Lump Sum	All Req'd	Lump	Sum		
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2707.1	Chain Link Fence 6-Foot High	LF	112				
2707.2	Heavy Duty Steel Gate	Lump Sum	All Req'd	Lump	Sum		
2710.1	Seeding, Hydraulic Method, Type II	SU	9				
2714.1	Geotextile Separation Fabric	SY	1,247				
2718.1	Project Sign Assembly	Lump Sum	All Req'd	Lump	Sum		
2740.1	Bridge Crossing	Lump Sum	All Req'd	Lump	Sum		
2801.1	AC Paved Driveway Landing	Lump Sum	All Req'd	Lump	Sum		

**TOTAL BID** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SECTION 00320 - BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called  
"OWNER," in the sum of \_\_\_\_\_  
\_\_\_\_\_dollars, (not less than five percent of the total amount of the Bid) for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the Bid Schedule of the OWNER's Contract Documents entitled.

**West Douglas Pioneer Road  
Contract No. BE17-039**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates  
of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL) \_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**END OF SECTION**

**SECTION 00360 - SUBCONTRACTOR REPORT**

**LIST OF SUBCONTRACTORS (AS 36.30.115)**

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract *on the fifth business day* following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. *If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below.*

<u>SUBCONTRACTOR</u>	<sup>1</sup> AK Contractor License No.	<sup>1</sup> Contact Name	Type of	Contract	✓ if
<u>ADDRESS</u>	<sup>2</sup> AK Business License No.	<sup>2</sup> Phone No.	<u>Work</u>	<u>Amount</u>	<u>DBE</u>
1. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

\_\_\_\_\_  
CONTRACTOR, Authorized Signature

\_\_\_\_\_  
CONTRACTOR, Printed Name

\_\_\_\_\_  
COMPANY

## SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the OWNER;
  6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
  7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Bidder's labor agreement; or
  9. is determined by the OWNER not to be responsible.
  10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
  2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

**END OF SECTION**

## SECTION 00500 - AGREEMENT

THIS AGREEMENT is between THE CITY AND BOROUGH OF JUNEAU (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled Contract No. BE17-039 West Douglas Pioneer Road.

The WORK is generally described as follows: This Project consists of construction of 2.4 miles of 14-ft wide, single-lane-with-turnouts, shot rock surfaced pioneer road, through forested terrain on the west side of Douglas Island, involving clearing, grubbing, excavation, embankment, the installation of an 18-inch, 24-inch, 36-inch, and 48-inch corrugated polyethylene plastic culverts at streams and for cross drainage, installation of a 112-inch x 75-inch fish passage embedded pipe-arch culvert, installation of two 60-inch corrugated metal pipes, installation of a 50-foot modular steel bridge on spread footings, construction of an access driveway and parking area with installation of a steel gate, chain link fencing, and paved apron at highway, development and post-construction reclamation of on-site quarry/borrow pit(s), and miscellaneous related WORK.

The WORK to be paid under this contract shall include the following: Total Bid as shown in Section 00310 - Bid Schedule.

### ARTICLE 2. CONTRACT COMPLETION TIME.

Contractor shall have 180 days after breaking ground to complete the work. WORK must commence prior to March 17, 2017 and all WORK shall be completed by June 30, 2017. A designated winter shut down period will not be counted against the 180 day construction time frame. The following conditions shall apply to a winter shutdown period:

- Winter shut down will be ONE continuous time period.
- The Contractor shall notify the Engineer in writing of the date of winter shut down, and give a minimum of two weeks' written notice prior to spring startup.
- The requirements of the Alaska Construction General Permit (CGP) for Storm Water Discharges from Construction Activities, and all other permits and requirements pertaining to the Contract shall be maintained through the winter shutdown period.

### ARTICLE 3. DATE OF AGREEMENT

The date of this Agreement will be the date of the last signature on page three of this section.

### ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$1,200 for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

## SECTION 00500 - AGREEMENT

### ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **Contract No. BE17-039 West Douglas Pioneer Road**, those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be \_\_\_\_\_ (\$ \_\_\_\_\_), except as adjusted in accordance with the provisions of the Bid Documents.

### ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

### ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00005-1 to 00005-2, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-9, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Permits, (page 00852-1 to 00852-57).
- Special Provisions (pages 1 to 32 inclusive)
- Standard Specifications for Civil Engineering Projects and Subdivision Improvements  
December 2003 with current Errata Sheets.
- Drawings consisting of 23 sheets, as listed in the Table of Contents.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

**SECTION 00500 - AGREEMENT**

**ARTICLE 8. MISCELLANEOUS.**

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

**OWNER:**

**CONTRACTOR:**

\_\_\_\_\_  
City and Borough of Juneau

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: Duncan Rorie Watt, City & Borough Manager  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name, Authority or Title)

Date: \_\_\_\_\_

CONTRACTOR Signature Date: \_\_\_\_\_

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

\_\_\_\_\_  
155 South Seward Street

\_\_\_\_\_

\_\_\_\_\_  
Juneau, Alaska 99801

\_\_\_\_\_

\_\_\_\_\_  
907-586-0873      907-586-4530  
(Telephone)      (Fax)

\_\_\_\_\_  
(Telephone)      (Fax)

\_\_\_\_\_  
(E-mail address)

Contractor License No. \_\_\_\_\_



**SECTION 00500 - AGREEMENT**

**CERTIFICATE  
(if Corporation)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the  
\_\_\_\_\_ a corporation existing under the laws of  
the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution  
was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ President  
of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND  
BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the  
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed  
of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Partnership)

STATE OF )  
) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the  
\_\_\_\_\_ a partnership existing under the laws of the State  
of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly  
passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is  
hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and  
this partnership and that the execution thereof, attested by the \_\_\_\_\_ shall be  
the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

**SECTION 00500 - AGREEMENT**

**CERTIFICATE  
(if Joint Venture)**

STATE OF            )  
                          ) SS:  
COUNTY OF    )

I HEREBY CERTIFY that a meeting of the Principals of the  
\_\_\_\_\_ a joint venture existing under the laws of the  
State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and  
adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the  
Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND  
BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the  
\_\_\_\_\_ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

**END OF SECTION**

**SECTION 00610 - PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"  
(Owner) (City and State)

for the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**West Douglas Pioneer Road  
CBJ Contract No. BE17-039**

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any  
extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall  
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the  
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and  
repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION 00610 - PERFORMANCE BOND**

**West Douglas Pioneer Road  
CBJ Contract No. BE17-039**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.**

**END OF SECTION**

**SECTION 00620 - PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"  
(Owner) (City and State)

for the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**West Douglas Pioneer Road  
CBJ Contract No. BE17-039**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the WORK  
provided for in such contract, and any authorized extension or modification thereof, including all amounts due  
for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or  
used in connection with the construction of such WORK, and all insurance premiums on said work, and for all  
labor performed in such WORK, whether by Subcontractor or otherwise, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION 00620 - PAYMENT BOND**

**West Douglas Pioneer Road  
CBJ Contract No. BE17-039**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.**

**END OF SECTION**

**SECTION 00700 - GENERAL CONDITIONS**

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## **SECTION 00700 - GENERAL CONDITIONS**

### **ARTICLE 1 DEFINITIONS**

Wherever used in these General Conditions or in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is capitalized in the definitions and is found not capitalized in the Contract Documents it has the ordinary dictionary definition.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by the ENGINEER which is to be used by the CONTRACTOR to request progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform its contract.

CBJ Project Manager - The authorized representative of the City and Borough of Juneau Engineering Department, as OWNER, who is responsible for administration of the contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar Days stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture or other legal entity with whom the OWNER has executed the Agreement.

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Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective WORK - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The Drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer of Record - The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

ENGINEER - The ENGINEER is the firm or person(s) selected by the City and Borough of Juneau (CBJ) to perform the duties of project inspection and management. CBJ will inform the CONTRACTOR of the identity of the ENGINEER at or before the Notice to Proceed.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

Holidays - The CBJ legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and the following Friday in November
11. Christmas Day - December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal holidays.

## SECTION 00700 - GENERAL CONDITIONS

Inspector - The authorized representative of the ENGINEER assigned to make detailed inspections for conformance to the Contract Documents. Any reference to the Resident Project Representative in this document shall mean the Inspector.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, "Mechanic's Lien" or "lien" means "Stop Notice".

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the WORK, or a period of time within which the portion of the WORK should be performed prior to Substantial Completion of all the WORK.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that the apparent successful bidder has complied with all conditions for award of the contract.

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER and filed with the County Recorder. This filing starts the 30-day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Notice of Intent to Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the requirements listed therein, within the time specified, the OWNER will enter into an Agreement.

OWNER - The City and Borough of Juneau (CBJ), acting through its legally designated officials, officers, or employees.

Partial Utilization - Use by the OWNER or a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

## **SECTION 00700 - GENERAL CONDITIONS**

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR, to the ENGINEER, to illustrate some portion of WORK.

Specifications - Same definition as "Technical Specifications" hereinafter.

Stop Notice - A legal remedy for Subcontractors and suppliers who contribute to public works, but who are not paid for their WORK, which secures payment from construction funds possessed by the OWNER. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Sub-Consultant - The individual, partnership, corporation, joint-venture or other legal entity having a direct contract with ENGINEER, or with any of its Consultants to furnish services with respect to the Project.

Subcontractor - An individual, partnership, corporation, joint-venture or other legal entity having a direct contract with the CONTRACTOR, or with any of its Subcontractors, for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to substantial completion thereof.

Supplementary General Conditions (SGC) - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Specifications - Divisions 1 through 16 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK, Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing, or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 2 PRELIMINARY MATTERS

- 2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.
- 2.4 STARTING THE WORK
- A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.
  - B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.
  - C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of WORK in the General Requirements.
- 2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ENGINEER and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include the project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 8 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first application for payment. No application for payment will be processed until CONTRACTOR submittals are finalized.



## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.1 INTENT

- A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ENGINEER) until a clarification field order, or Change Order to the Contract Documents has been issued.

#### 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  - 1. Permits from other agencies as may be required by law, excepting the definition of "PERMITEE" in these permits.
  - 2. Field Orders
  - 3. Change Orders
  - 4. ENGINEER's written interpretations and clarifications.
  - 5. Agreement
  - 6. Addenda
  - 7. CONTRACTOR's Bid (Bid Form)
  - 8. Supplementary General Conditions
  - 9. Notice Inviting Bids

## SECTION 00700 - GENERAL CONDITIONS

10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. Drawings

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail Drawings govern over general Drawings
3. Addenda/ Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 CHANGES IN THE WORK).

3.4 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the OWNER.

### ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

#### 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is

## SECTION 00700 - GENERAL CONDITIONS

responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

- B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

### 4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:
  - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other substance or material posing a threat to human or to the environment.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.
- B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.
- C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

### 4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or

## SECTION 00700 - GENERAL CONDITIONS

completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

### 4.5 REFERENCE POINTS

- A. The ENGINEER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the Alaska Statute governing the licensing of Architects, Engineers, and Land Surveyors.

### 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

- A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORs, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORs are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, contact Alec Venechuk, CBJ Material Source Manager, at (907) 586-0874 for the current material rates.
- B. CONTRACTORs proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORs using the pit must comply with Allowable Use Permit USE 2008-00061. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0874.
- C. CONTRACTORs deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing

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operations within the pit. CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

- D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 2008-00061 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.
- E. CONTRACTORS using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORS shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORS to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORS will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORS shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.
- F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORS shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ENGINEER.
- H. The CBJ/State pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.
- I. All Contractors/Equipment Operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

## ARTICLE 5 BONDS AND INSURANCE

### 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

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- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the OWNER, notify the surety of any potential default or liability.

### 5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other

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evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.
4. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its Subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the

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CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

### ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

#### 6.1 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

#### 6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the



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event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
  - D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
  - E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.
  - F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform properly the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
  - G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

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- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.
- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.
- B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for contract award, and any other information requested by the OWNER from the apparent low bidder.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
- C. The OWNER shall apply for, and obtain, the necessary building permit for this Project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The CBJ Inspection number is 586-1703. All other provisions of this Section remain in effect.

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- 6.7 **PATENT FEES AND ROYALTIES.** The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 **LAWS AND REGULATIONS.** The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.
- 6.9 **TAXES.** The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- 6.10 **USE OF PREMISES.** The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

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directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

### 6.11 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all employees on the WORK and other persons and organizations who may be affected thereby;
  2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.
- E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

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### 6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all Shop Drawings in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.
- B. The CONTRACTOR shall also submit to the ENGINEER for review all samples in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.
- C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

6.13 CONTINUING THE WORK. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.

### 6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
  - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
  - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
  - 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
  - 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.

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5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents;
  6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
  7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.
- C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.15 **CONTRACTOR'S DAILY REPORTS.** The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each workday. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER. CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.
- 6.16 **ASSIGNMENT OF CONTRACT.** The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 **CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES.** It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the CBJ Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the CBJ Water Utilities Division.
- 6.18 **OPERATING WATER SYSTEM VALVES**
- A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the CBJ water system. The request must be submitted at least 24-hours prior to operating any valves. The CBJ Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The

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CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.

- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the CBJ water system.

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

### ARTICLE 7 OTHER WORK

#### 7.1 RELATED WORK AT SITE

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and

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responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

### ARTICLE 8 OWNER'S RESPONSIBILITIES

#### 8.1 COMMUNICATIONS

- A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.
- B. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.

8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.

8.3 LANDS, EASEMENTS, AND SURVEYS. The OWNER's duties in respect of providing lands and easements and providing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5.

8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.

8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.

8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.

8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

### ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER'S REPRESENTATIVE. The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.

9.2 VISITS TO SITE. The ENGINEER will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ENGINEER. The ENGINEER will not, during such visits, or as a result of such observations of the CONTRACTOR's WORK in progress, supervise, direct, or have control over the CONTRACTOR's WORK.

9.3 PROJECT REPRESENTATION. The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

- A. Duties, Responsibilities and Limitations of Authority of Inspector



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General. The Inspector, who is the ENGINEER's Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

Duties and Responsibilities. The Inspector may:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the ENGINEER of their availability for examination.
6. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
7. Report to the ENGINEER whenever the Inspector believes that any WORK is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when the Inspector believes WORK should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
8. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the ENGINEER.
10. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
11. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
12. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, Change Orders, field orders, additional Drawings issued

## SECTION 00700 - GENERAL CONDITIONS

subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

13. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the ENGINEER.
14. Record names, addresses, and telephone numbers of the CONTRACTOR, Subcontractors, and major suppliers of materials and equipment.
15. Furnish the ENGINEER with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
16. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the WORK.
17. Report immediately to the ENGINEER upon the occurrence of any accident.
18. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, WORK completed, and materials and equipment delivered at the site but not incorporated in the WORK.
19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.
20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of Completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

Limitations of Authority. Except upon written instruction of the ENGINEER, the Inspector:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not exceed limitations on the ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.

9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract

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Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

- 9.5 AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.
- 9.6 REJECTING DEFECTIVE WORK. The ENGINEER will have authority to reject WORK which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.
- 9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS
- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
  - B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.
  - C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.
- 9.8 DECISIONS ON DISPUTES
- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

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- B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

### 9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.
- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

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### ARTICLE 10 CHANGES IN THE WORK

#### 10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
  - 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
  - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
  - 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.
- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

#### 10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in Bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of

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the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.

- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

### ARTICLE 11 CHANGE OF CONTRACT PRICE

#### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - 1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
  - 3. On the basis of the cost of WORK (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

- 11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.

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### 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.
- B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed

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necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
  2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
  3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
  5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.
- E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
  2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
  3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
  4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already



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on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
- F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
  2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
  3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.
- G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

### 11.4 CONTRACTOR'S FEE

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

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Actual Overhead and Profit Allowance

Labor.....	15 percent
Materials .....	10 percent
Equipment.....	10 percent

To the sum of the costs and mark-ups provided for in this Article, one percent shall be added as compensation for bonding.

- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

11.5 EXCLUDED COSTS. The term "Cost of the Work" shall not include any of the following:

- A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
- D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
- E. Costs due to the negligence of CONTRACTOR , any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

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### ARTICLE 12 CHANGE OF CONTRACT TIME

#### 12.1 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- D. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract Time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of Contract Time. The

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ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

### **ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

- 13.1 **WARRANTY AND GUARANTEE.** The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 **ACCESS TO WORK.** OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 **TESTS AND INSPECTIONS**
- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
  - B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
  - C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
  - E. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
  - F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.
  - G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- 13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, attorneys, and other professionals made necessary thereby.

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### 13.6 ONE YEAR CORRECTION PERIOD

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.
- B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

## ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.

### 14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for

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materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.

- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:
1. final inspection has been made;
  2. completion of the Project; and
  3. acceptance of the Project by the OWNER.
- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.
- 14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.
- 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT
- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.

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- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

### 14.6 PARTIAL UTILIZATION

- A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

- 14.7 **SUBSTANTIAL COMPLETION.** When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.

- 14.8 **FINAL APPLICATION FOR PAYMENT.** After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, record as-built documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all liens arising out of or filed in connection with the WORK.



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### 14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
  - 1. Liquidated damages, as applicable.
  - 2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

### 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

- 14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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- 14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

### ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
- 15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)
- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.
- 15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for

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the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

- 15.4 **TERMINATION OF AGREEMENT BY CONTRACTOR.** The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

## ARTICLE 16 MISCELLANEOUS

- 16.1 **GIVING NOTICE.** Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 **RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK**
- A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
  - B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
  - C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
  - D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such

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materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.

- E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
- 16.3 **RIGHT TO AUDIT.** If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.
- 16.4 **ARCHEOLOGICAL OR HISTORICAL DISCOVERIES.** When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.
- 16.5 **CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS.** All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 **GRATUITY AND CONFLICT OF INTEREST.** The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.

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### 16.7 SUITS OF LAW CONCERNING THE WORK

- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.
- B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

### 16.8 CERTIFIED PAYROLLS

- A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

### 16.9 PREVAILING WAGE RATES

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.
- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).
- C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this

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list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

16.10 EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.

### 16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
  2. An itemization of the contract requirements that must be changed if the proposal is adopted.
  3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
  4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
  5. The contract items of WORK effected by the proposed changes including any quantity variations.
  6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
  7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has

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been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.

- F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

**END OF SECTION**

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

**GENERAL.** These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**SGC 1 DEFINITIONS.** *Remove* the definition for Contract Documents and *replace* with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Standard Specifications, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

**SGC 2.2 COPIES OF DOCUMENTS.** *Add* the following:

The OWNER shall furnish to the CONTRACTOR up to ten (10) copies of the Contract Documents which will include bound reduced Drawings. The CBJ Contracts Office shall contact the CONTRACTOR after issuance of Notice of Intent to Award to determine how many copies are needed. Additional quantities of the Contract Documents will be furnished at reproduction cost.

**SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS.** *Remove* No. 12. Technical Specifications and No. 13. Drawings, and *add* the following:

12. Special Provisions Section
13. Standard Specifications for Civil Engineering Projects and Subdivision Improvements  
December 2003 Edition with current Errata Sheets.
14. Drawings.

**SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES.** *Add* the following:

- C. In the preparation of the Contract Documents, the Engineer of Record has relied upon field measurements and visual inspection of the existing structures and surface conditions.

**SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT.** *Add* the following.

The CBJ/State Lemon Creek Gravel Pit not available for this Project

➤ *Add* the following SGC 4.7:

**SGC 4.7 USE OF LOWER FISH CREEK QUARRY.** *Add* the following:

The CBJ Lower Fish Creek Quarry is not available for this project.

**SGC 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS.** The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.



## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

**SGC 5.2 INSURANCE AMOUNTS.** The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. All certificates of insurance supplied to the OWNER shall state that the OWNER is named as **“Additional Insured for any and all work performed for the City & Borough of Juneau.”** The Additional Insured requirement does not apply to Workers Compensation insurance. NOTE: This requirement has changed. The OWNER no longer requires certificates of insurance referencing project names and contract numbers.

*Delete* paragraph C and *Replace* with the following paragraph C:

C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. The coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by the CONTRACTOR. . All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
- A. Workers' Compensation: (under Paragraph 5.2C.1 of the General Conditions) as in accordance with AS 23.30.045: (Additional Insured requirements not necessary for Workers' Compensation coverage.)
1. State: Statutory
  2. Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

- 3. Employers Liability
  - Bodily Injury by Accident: \$100,000.00 Each Accident
  - Bodily Injury by Disease: \$100,000.00 Each Employee
  - Bodily Injury by Disease: \$500,000.00 Policy Limit
- a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
- b. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

**B. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):**

- 1. General Policy \$1,000,000.00 Each Occurrence  
\$2,000,000.00 Annual Aggregate
- 2. Products/Completed Operations \$1,000,000.00 Each Occurrence  
\$2,000,000.00 Annual Aggregate
- 3. Personal Injury \$1,000,000.00 Each Occurrence

**C. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:**

Combined Single Limit, Bodily Injury and Property Damage \$1,000,000.00

The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

- D. BUILDERS RISK is not required for this project.
- E. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.
- F. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. Add the following:**

The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the original contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for Contract Award, and any other information requested by the OWNER from the apparent low Bidder.

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS, *Add*** the following paragraph:

- C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code. *The 30 day City and Borough of Juneau requirement does not supersede AS 36.90.210.*

**SGC 6.6 PERMITS, *Add*** the following paragraph:

- D. Contractor is responsible for obtaining a Hot Works permit from the CBJ Permit Center, if performing work which requires such a permit. Work requiring a Hot Works Permit includes but is not limited to the following: cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar activity.
- E. CBJ has obtained ADF&G Habitat Permits for structures on fish streams. CONTRACTOR is responsible for notifying ADF&G Habitat 48 hrs prior to starting work on permitted stream crossings so that they may remove fish from the work area. Call Jackie Timothy or Greg Albrecht at 465-4105.
- F. The Contractor shall prepare a Traffic Control Plan (TCP) in accordance with the conditions set forth in the ADOT& PF Driveway Permit and the Contractor's construction methodology. The TCP shall be submitted to ADOT& PF Right of Way section for approval a minimum of 10 days before expected start of work. A copy of the ADOT& PF approved TCP shall be submitted to the Engineer prior to starting work.

**SGC 14.3 APPLICATION FOR PROGRESS PAYMENT.** Paragraph D.

- D. The Value of Materials Stored at the site shall be an amount equal to 85%.

**SGC 14.9 FINAL PAYMENT AND ACCEPTANCE. *Add*** the following paragraph:

- C. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor and Workforce Development (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of this section. The CONTRACTOR shall also submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" signed by ADOL.

**SGC 16.8 CERTIFIED PAYROLLS. *Change*** paragraph A. to read:

- A. All CONTRACTORS or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination.

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

**Add** the following SGC 16.12.

### **SGC 16.12 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood. The CONTRACTOR shall post a notice setting out the provisions of this paragraph in a conspicuous place available to employees and applicants for employment.

The CONTRACTOR and each Subcontractor shall state in all solicitations and advertisements for employees to work on this Project, that it is an Equal Opportunity Employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

The CONTRACTOR shall include the provisions of this EEO article in every contract relating to this Project and shall require the inclusion of these provisions in every agreement entered into for this Project, so that those provisions will be binding upon the CONTRACTOR and each Subcontractor.

**Add** the following SGC 17:

**SGC 17 GENERAL INFORMATION.** This Project is currently funded by the State of Alaska Designated Legislative Grant Program, Grant Agreement Number 13-RR-028.

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

**Employment Security Tax Clearance**

Date: \_\_\_\_\_

To: Alaska Department of Labor  
Juneau Field Tax Office  
PH 907-465-2787  
FAX 907-465-2374

From: \_\_\_\_\_

**Subject: West Douglas Pioneer Road  
Contract No. BE17-039**

Timeframe of Contract \_\_\_\_\_

Please advise whether or not clearance is granted for the following CONTRACTOR or Subcontractor:  
(List only one CONTRACTOR or Subcontractor per page.)

\_\_\_\_\_  
Name Address

Per AS 23.20.265 of the Alaska Employment Security Act, this request is for tax liability clearance and release to make final payment for WORK performed under the subject contract. Please send your response to:

Greg Smith, Contract Administrator  
Engineering Department  
155 S. Seward Street  
Juneau, Alaska 99801  
FAX 907-586-4530

- ( ) Tax Clearance is granted.
- ( ) Tax Clearance is NOT granted.

Remarks: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**END OF SECTION**

**SECTION 00830 - ALASKA LABOR STANDARDS, REPORTING, AND  
PREVAILING WAGE RATE DETERMINATION**

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Greg Smith at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

**Within 10 Days of "Notice of Award/Notice to Proceed"** make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

**Certified Payrolls must be submitted every two weeks. Before the second Friday**, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "**Start**" on your first payroll, and "**Final**" on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

**Contact Information:**

***Wage and Hour Section***  
State of Alaska  
Department of Labor and Workforce Development  
Labor Standards and Safety Division                      and  
Wage and Hour Administration  
P.O. Box 11149  
Juneau, AK 99811-1149  
907-465-4842  
<http://labor.state.ak.us/lss/home.htm>

***Greg Smith, Contract Administrator***  
City and Borough of Juneau  
155 S. Seward Street  
Juneau, AK 99801  
(907) 586-0873  
[Greg.Smith@juneau.org](mailto:Greg.Smith@juneau.org)

**END OF SECTION**

## SECTION 00852 - PERMITS

### PART 1 – GENERAL

#### 1.1 INDEX OF PERMITS

- A. ACOE Permit  
POA-2015-0234 NWP14 West Douglas Road  
2012 Nationwide Permit General Conditions  
2012 NWP Regional Conditions
  
- B. ADF&G Fish Habitat Permits  
FH16-I-0067  
FH16-I-0068  
FH16-I-0069  
FH16-I-0070  
FH16-I-0071
  
- C. Alaska DOT&PF Driveway Permit  
Permit No. 26920

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**



DEPARTMENT OF THE ARMY  
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
JUNEAU FIELD OFFICE  
44669B STERLING HIGHWAY  
SOLDOTNA, ALASKA 99669

August 5, 2015

Regulatory Division  
POA-2015-0234

Mr. Alan Steffert  
City and Borough of Juneau  
155 South Seward Street  
Juneau, AK 99801

Dear Mr. Steffert:

This is in response to your May 29, 2015, application for a Department of the Army (DA) permit discharge 25,039 cubic yards of shot rock impacting 1.65 acres of wetlands, 25 culvert stream crossings, and two bridged stream crossings during the construction of a 2.4 mile single lane (14' wide) "West Douglas Road" project. The proposed action would result in 30 independent crossings of waters of the United States (U.S.). This project has been assigned file number POA-2015-234. Please refer to this number during all future correspondence regarding this project. The project site is located within Sections 20, 28-29, and 32-33, Township 41 South, Range 66 East, Copper River Meridian; USGS Quad Map Juneau B-2; Latitude 58.2948° North, Longitude 134.6660° West; along the west slope of Douglas Island, City and Borough of Juneau, Alaska.

Based on our review of the information you furnished and available to us we have determined the above project area contains waters of the U.S. under the Corps' regulatory jurisdiction. DA permit authorization is necessary because your project would involve work in and placement of fill material into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1 - 9), dated June 2015, is authorized by Nationwide Permit (NWP) No. 14, Linear Transportation Projects. NWP No. 14 and its associated Regional and General Conditions can be accessed at our website at <http://www.poa.usace.army.mil/Missions/Regulatory.aspx>.

Regional Conditions **E, F, G, H, and J** apply to your project. You must comply with all terms and conditions associated with NWP No. 14, as well as with the special condition listed below:

1. The project limits shall be clearly identified in the field (e.g. survey markers, fencing, etc.) prior to any work in wetlands to ensure avoidance of impacts to the



wetlands beyond project footprints. The identification shall be maintained until construction is complete. No heavy equipment or work (e.g. filling, clearing, etc.) is permitted in wetland areas outside of the project area.

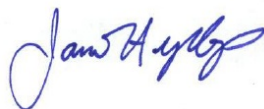
2. If human remains, historic resources, or archaeological resources are encountered during construction, all ground disturbing activities shall cease in the immediate area and you shall immediately (within one business day of discovery) notify the U.S. Army Corps of Engineers (Corps), Alaska District, Regulatory Office at 907-753-2670. The Corps shall then notify the appropriate THPO(s) and SHPO. Based on the circumstances of the discovery, equity to all parties, and consideration of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.
3. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

This verification is valid until March 18, 2017, unless the NWP is modified, reissued, or revoked. It is incumbent upon you to remain informed of changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

You may contact me via email at [jamie.r.hyslop@usace.army.mil](mailto:jamie.r.hyslop@usace.army.mil), by mail at the address above, or by phone at (907) 753-2670 if you have questions or to request paper copies of the jurisdictional determination, regional and/or general conditions. For additional information about our Regulatory Program, visit our web site at <http://www.poa.usace.army.mil/Missions/Regulatory.aspx>.

Sincerely,



Jamie R. Hyslop  
Project Manager

Enclosures  
Compliance Certification

SOUTH BRANCH – SOUTHEAST Sitka  
USFWS, Juneau    [Juneau@fws.gov](mailto:Juneau@fws.gov)  
                          [john\\_hudson@fws.gov](mailto:john_hudson@fws.gov)  
                          [neil\\_stichert@fws.gov](mailto:neil_stichert@fws.gov)  
ADEC                [james.rypkema@alaska.gov](mailto:james.rypkema@alaska.gov)  
ADNR-DMLW      [sero@alaska.gov](mailto:sero@alaska.gov)

ADNR-SHPO	<a href="mailto:oha_revcomp@alaska.gov">oha_revcomp@alaska.gov</a>
EPA	<a href="mailto:becky.farvour@epamail.epa.gov">becky.farvour@epamail.epa.gov</a>
NMFS, Juneau	<a href="mailto:HCD.juneau@noaa.gov">HCD.juneau@noaa.gov</a>
	<a href="mailto:Kate.savage@noaa.gov">Kate.savage@noaa.gov</a>
ADF&G-DH	<a href="mailto:Jackie.timmothy@alaska.gov">Jackie.timmothy@alaska.gov</a>
ADF&G	<a href="mailto:mark.minnillo@alaska.gov">mark.minnillo@alaska.gov</a>
AK DOT&PF	<a href="mailto:taylor.horne@alaska.gov">taylor.horne@alaska.gov</a>
ADEC	<a href="mailto:shannon.dewandel@alaska.gov">shannon.dewandel@alaska.gov</a>
Juneau	<a href="mailto:city.clerk@juneau.org">city.clerk@juneau.org</a>
	<a href="mailto:teri.camery@juneau.org">teri.camery@juneau.org</a>
	<a href="mailto:christine.mcnally@juneau.org">christine.mcnally@juneau.org</a>

Enclosure



**US Army Corps of Engineers  
Alaska District**

Permit Number: POA-2015-0234  
Name of Permittee: Mr. Alan Steffert, City and Borough of Juneau  
Date of Issuance: August 5, 2015

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Mr. Hyslop at the following address:

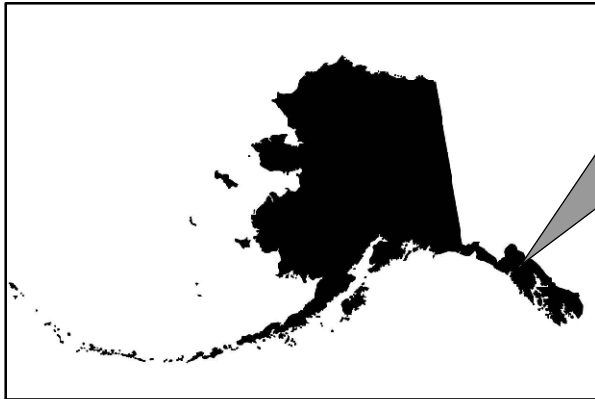
U.S. Army Corps of Engineers  
Alaska District  
Regulatory Division  
44669B Sterling Highway  
Soldotna, Alaska 99669

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

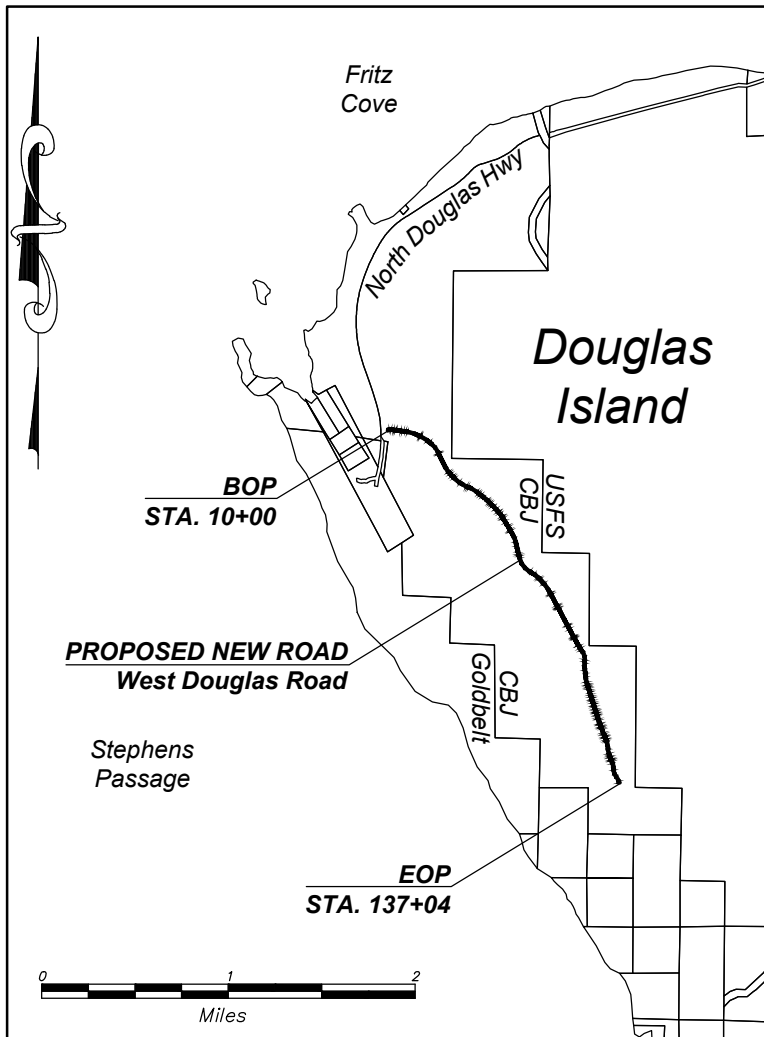
I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



PROJECT LOCATION  
DOUGLAS ISLAND

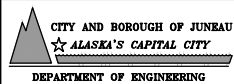


Wetlands area impacted = 1.63 acres  
Resident fish streams crossed = 4

**LEGEND**

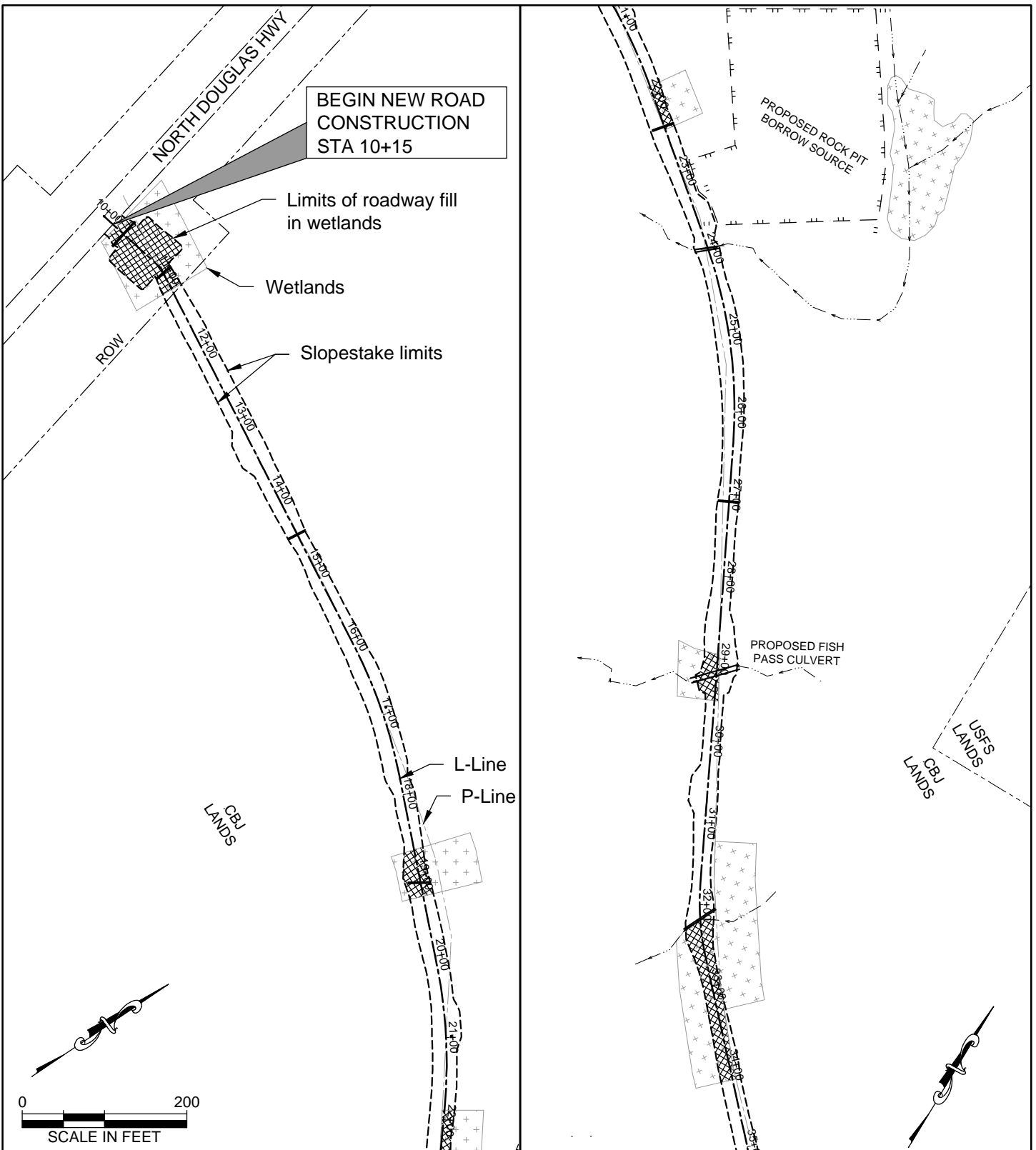
- Proposed Alignment
- Slope Stakes
- Proposed Culvert
- Stream
- Borrow Source Edge
- P-Line
- Wetlands
- Disturbed Wetlands

VICINITY MAP

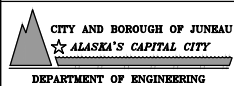


**WEST DOUGLAS  
ROAD**

Applicant: City & Borough of Juneau  
File No.: POA-  
Waterway: Petersen Creek tributaries  
Proposed Activity: New road construction  
Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
Sheet 1 of 10 Date: 3/24/2015

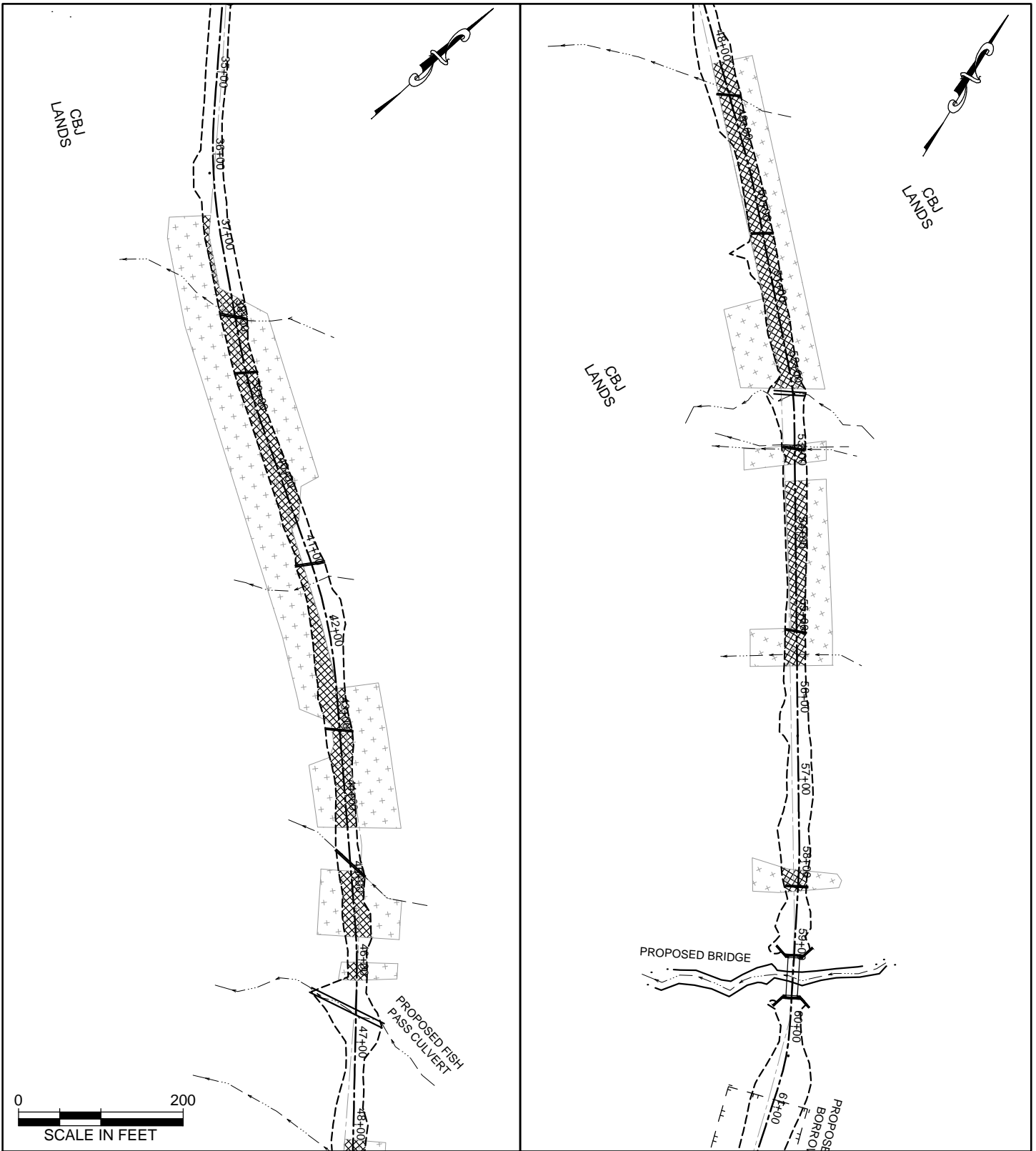


Plan View  
Stations 10+00 (BOP) to 35+00

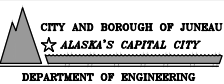


# WEST DOUGLAS ROAD

Applicant: City & Borough of Juneau  
File No.: POA-  
Waterway: Petersen Creek tributaries  
Proposed Activity: New road construction  
Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
Sheet 6 of 10 Date: 3/24/2015

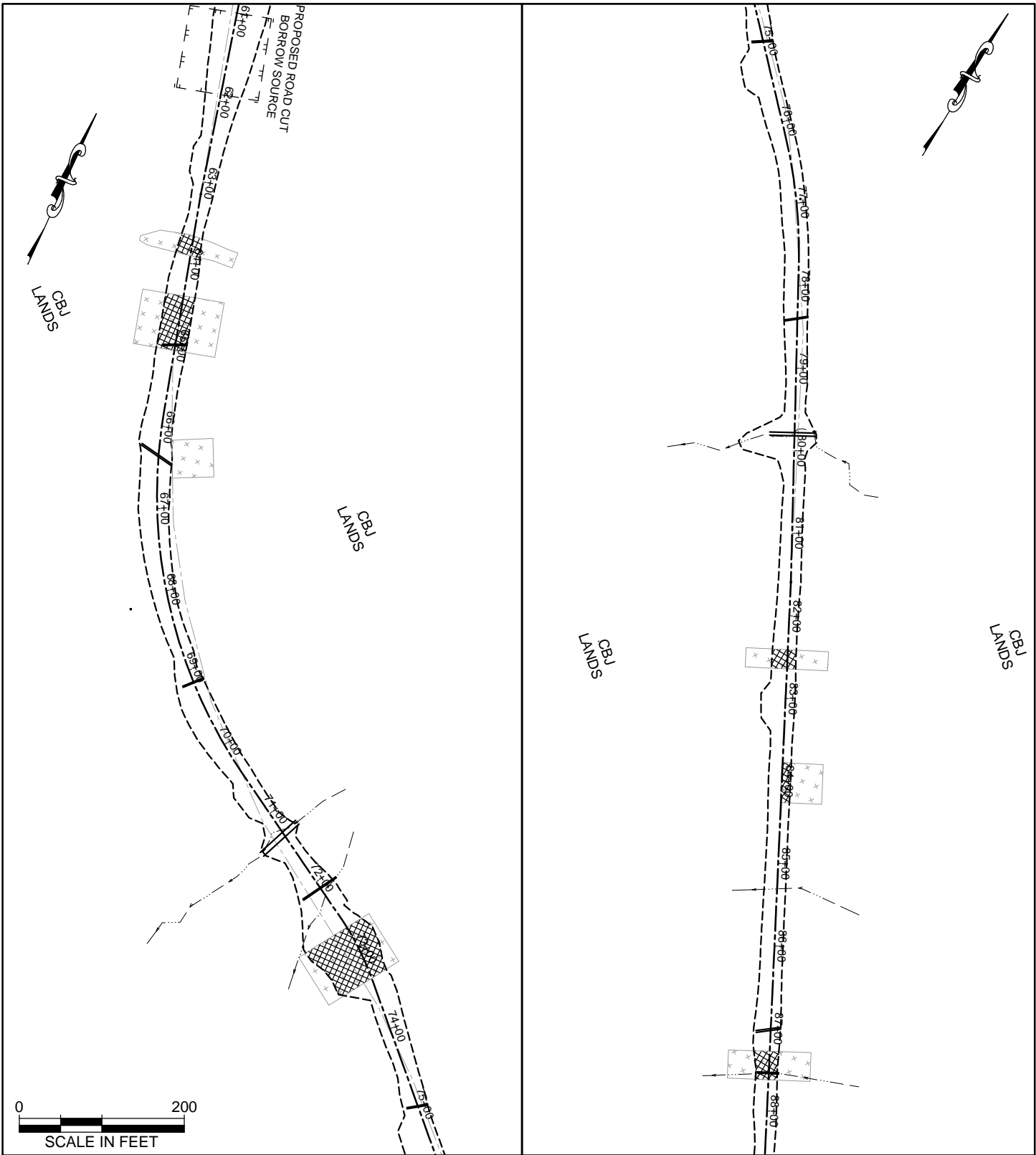


Plan View  
Stations 35+00 to 61+00



# WEST DOUGLAS ROAD

Applicant: City & Borough of Juneau  
 File No.: POA-  
 Waterway: Petersen Creek tributaries  
 Proposed Activity: New road construction  
 Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
 Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
 Sheet 7 of 10  
 Date: 3/24/2015

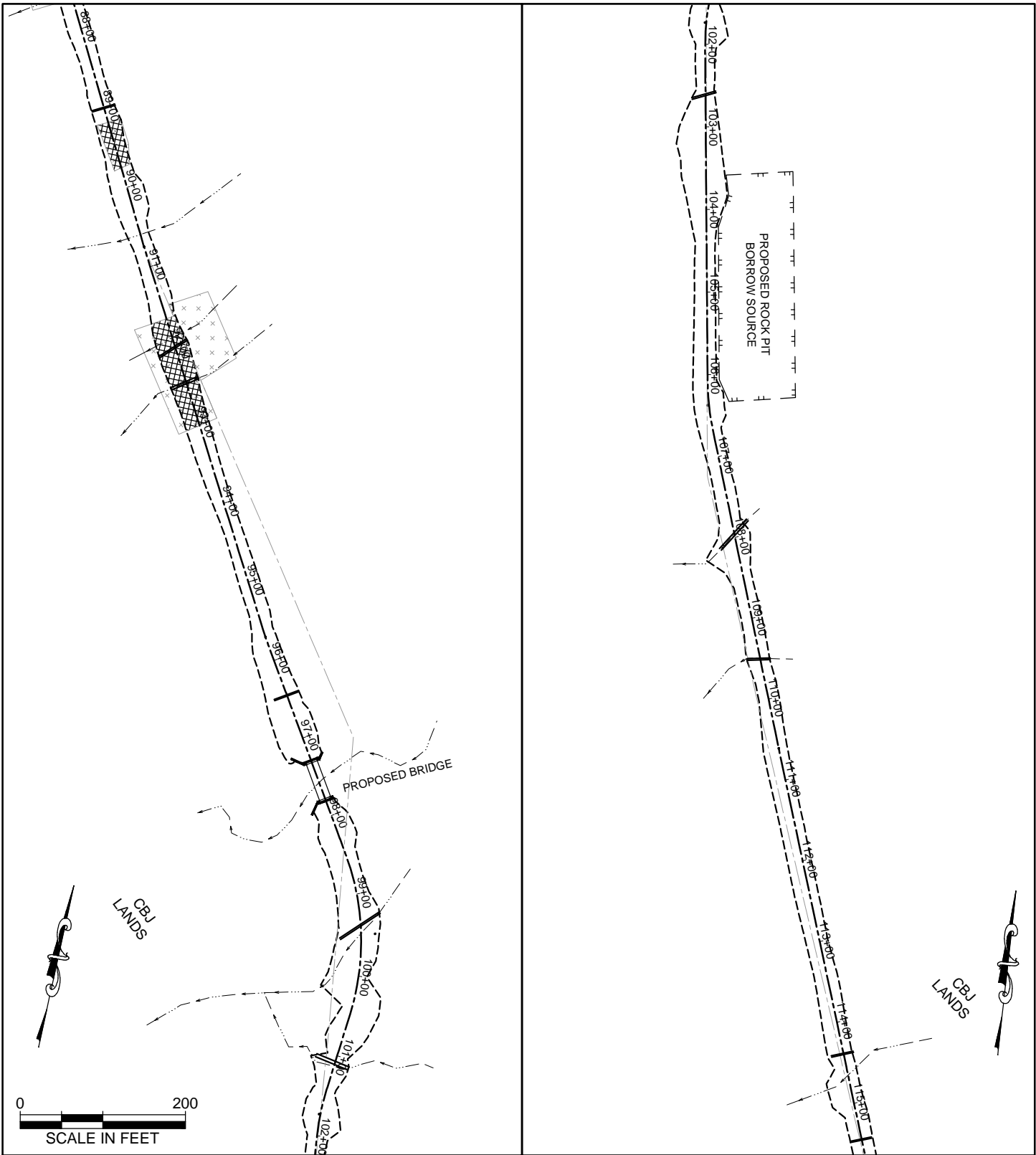


Plan View  
Stations 61+00 to 88+00

**WEST DOUGLAS ROAD**

CITY AND BOROUGH OF JUNEAU  
ALASKA'S CAPITAL CITY  
DEPARTMENT OF ENGINEERING

Applicant: City & Borough of Juneau  
File No.: POA-  
Waterway: Petersen Creek tributaries  
Proposed Activity: New road construction  
Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
Sheet 8 of 10 Date: 3/24/2015



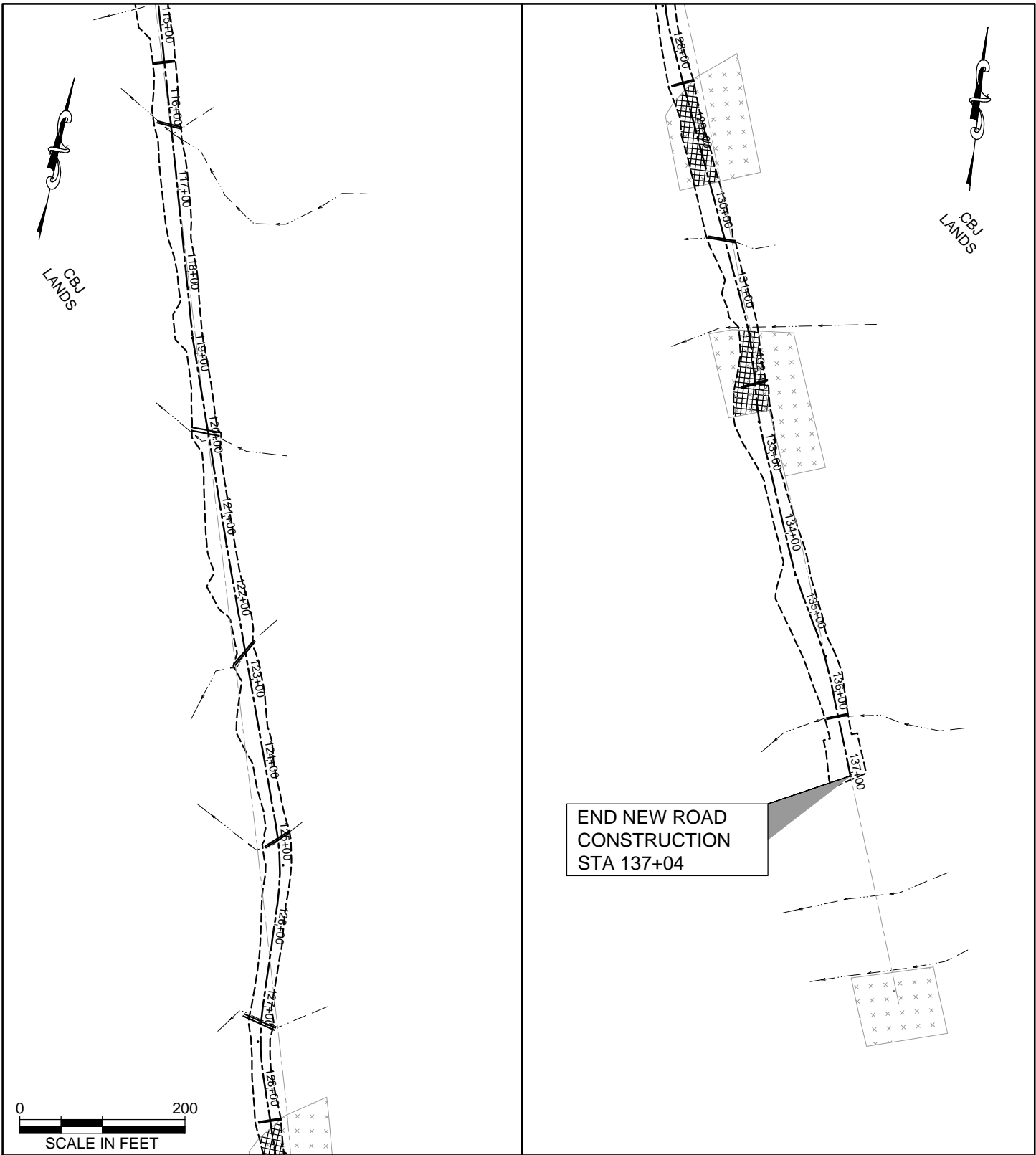
Plan View  
Stations 88+00 to 115+00

**WEST DOUGLAS ROAD**

CITY AND BOROUGH OF JUNEAU  
ALASKA'S CAPITAL CITY  
DEPARTMENT OF ENGINEERING

Applicant: City & Borough of Juneau  
File No.: POA-  
Waterway: Petersen Creek tributaries  
Proposed Activity: New road construction  
Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
Sheet 9 of 10 Date: 3/24/2015





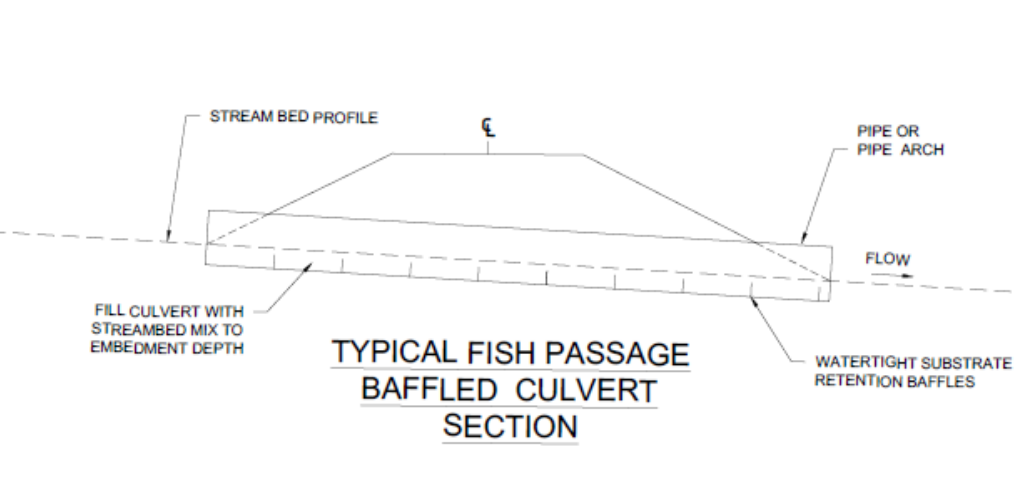
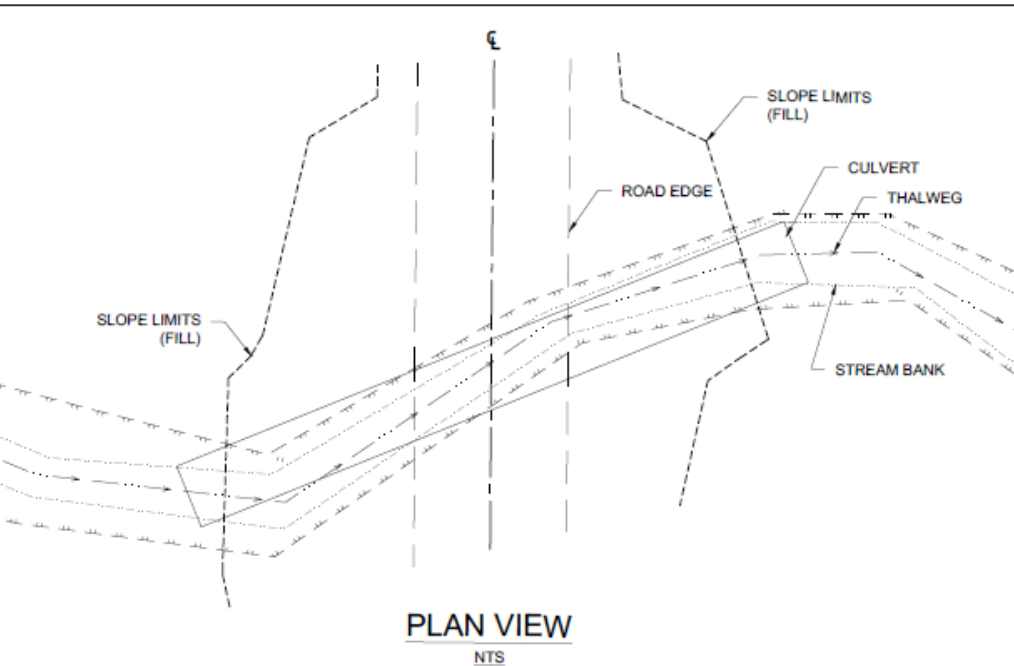
<p>Plan View Stations 115+00 to 137+04 (EOP)</p>	<p>Applicant: City &amp; Borough of Juneau                  File No.: POA-                  Waterway: Petersen Creek tributaries                  Proposed Activity: New road construction                  Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian                  Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"                  Sheet 10 of 10</p>
<p><b>WEST DOUGLAS ROAD</b></p> <p><small>CITY AND BOROUGH OF JUNEAU                  ALASKA'S CAPITAL CITY                  DEPARTMENT OF ENGINEERING</small></p>	<p>Date: 3/24/2015</p>

<b>Road Wetlands Impacts</b>						
Crossing Number	L-Line Station		Wetlands (Linear Feet)	Wetlands Area		Wetlands Fill Volume (CY)
	From	To		(sq ft)	(acres)	
1	10+19	11+22	103	5,405	0.124	702
2	18+68	19+26	58	1,621	0.037	185
3	21+88	22+44	56	733	0.017	191
4	28+95	29+51	56	1,246	0.029	435
5	32+19	34+17	198	4,412	0.101	610
6	36+74	44+39	765	14,952	0.343	2,653
	44+92	45+72	80	2,393	0.055	287
	46+03	46+25	22	511	0.012	61
7	48+19	52+25	406	10,441	0.240	1,438
	52+93	53+17	24	611	0.014	68
	53+37	55+62	225	5,095	0.117	639
8	58+10	58+35	25	758	0.017	91
10	63+67	63+90	23	654	0.015	74
	64+40	65+07	67	2,396	0.055	314
12	72+66	73+35	69	5,078	0.117	486
14	82+41	82+64	23	673	0.015	78
15	83+78	84+26	48	550	0.013	14,933
16	87+28	87+62	34	947	0.022	111
17	89+18	89+76	58	1,397	0.032	198
18	91+50	93+02	152	4,695	0.108	679
27	128+48	129+65	117	3,261	0.075	393
29	131+49	132+49	100	3,347	0.077	415
Totals			2709	71,175	1.634	<b>25,039</b>
<b>Total wetlands area impacted 1.634 acres</b>						

<b>Stream Impacts</b>		
Crossing Number	L-Line Station	Culvert Length
3	23+98	30
4	29+18	60
5	32+17	45
6	38+00	29
	41+15	36
	44+82	48
	46+64	99
7	52+31	38
9	59+40	Bridge
11	71+31	58
13	79+80	56
16	87+01	30
18	92+02	40
	92+47	34
19	97+58	Bridge
20	101+09	42
	102+61	30
21	107+96	48
22	109+50	27
23	114+39	27
	116+22	30
24	119+96	34
25	122+66	37
	124+96	34
26	127+20	41
28	130+36	33
30	136+30	26
Total Culvert Length		1012

<b>Culvert Wetland Impacts</b>		
Crossing Number	L-Line Station	Culvert Area
1	10+32	60
	11+00	34.5
2	19+09	40.5
3	22+40	40.5
5	32+17	90
6	38+00	58
	38+69	42
	41+15	72
	43+20	49.5
7	48+60	42
	50+33	40.5
	52+98	39
	55+20	37.5
8	58+30	40.5
10	65+00	45
16	87+54	39
18	92+02	80
	92+47	100.6
29	132+14	48.8
Total Area in SF		999.9
Total Area in Acres		0.02

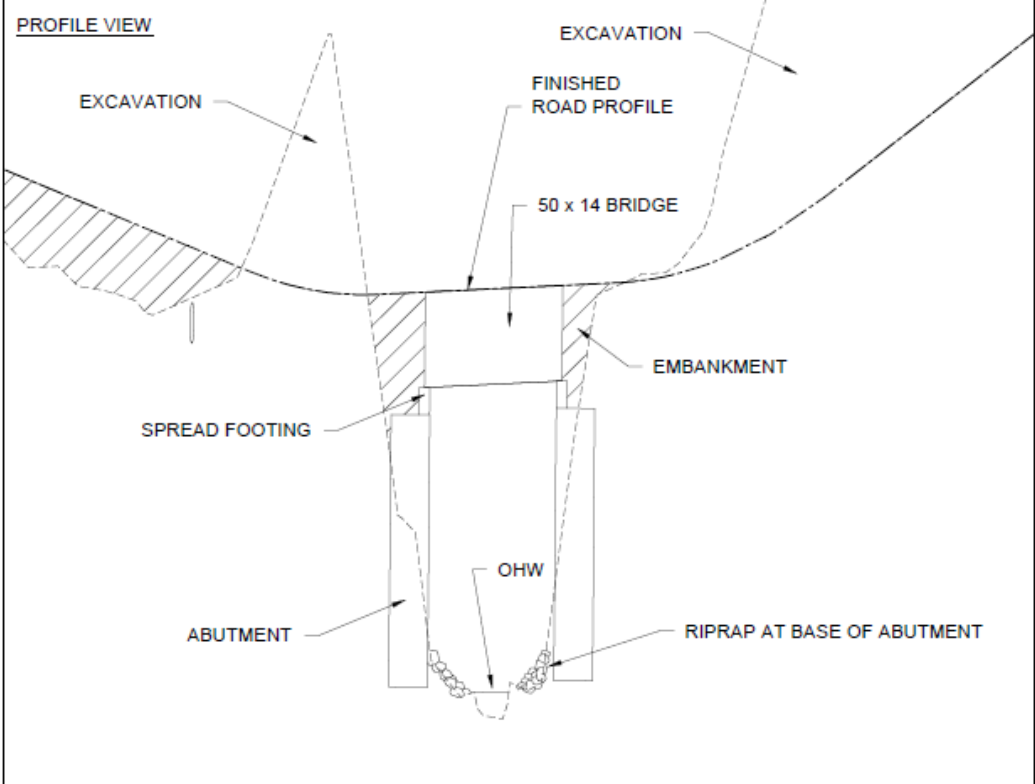
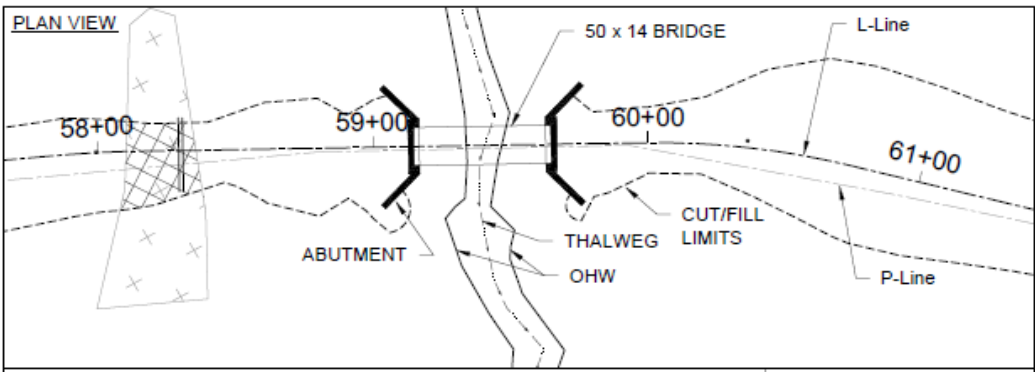
Note: Cross drain culverts outside wetland areas are not reported in tables.



Culvert Stream Crossing Typical

**WEST DOUGLAS ROAD**

Applicant: City & Borough of Juneau  
 File No.: POA-  
 Waterway: Petersen Creek tributaries  
 Proposed Activity: New road construction  
 Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
 Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
 Sheet 4 of 10 Date: 3/24/2015



Bridge Stream Crossing Typical

**WEST DOUGLAS ROAD**

Applicant: City & Borough of Juneau  
 File No.: POA-  
 Waterway: Petersen Creek tributaries  
 Proposed Activity: New road construction  
 Sec.20,28-29,32-33 T.41S R.66E Copper River Meridian  
 Lat.:N58 17' 23.3677" Long.:W 134 40' 2.6619"  
 Sheet 5 of 10 Date: 3/24/2015



## Nationwide Permit General Conditions

1. Navigation
2. Aquatic Life Movements
3. Spawning Areas
4. Migratory Bird Breeding Areas
5. Shellfish Beds
6. Suitable Material
7. Water Supply Intakes
8. Adverse Effects from Impoundments
9. Management of Water Flows
10. Fills Within 100-Year Floodplains
11. Equipment
12. Soil Erosion and Sediment Controls
13. Removal of Temporary Fills
14. Proper Maintenance
15. Single and Complete Project
16. Wild and Scenic Rivers
17. Tribal Rights
18. Endangered Species
19. Migratory Bird and Bald and Golden Eagle Permits
20. Historic Properties
21. Discovery of Previously Unknown Remains and Artifacts
22. Designated Critical Resource Waters
23. Mitigation
24. Safety of Impoundment Structures
25. Water Quality
26. Coastal Zone Management
27. Regional and Case-by-Case Conditions
28. Use of Multiple Nationwide Permits
29. Transfer of Nationwide Permit Verifications
30. Compliance Certification
31. Pre-Construction Notification

## C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity,

and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation

to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the

U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may affect properties



listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation

specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that

compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area

along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: “When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN

and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project’s purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.



## ALASKA DISTRICT REGIONAL CONDITIONS FOR 2012 NATIONWIDE PERMITS

### REGIONAL CONDITION A - Additional Pre-Construction Notification (PCN) Requirements<sup>1</sup>

1. NWP 6, Survey Activities: 3-D seismic surveys employing ocean bottom cables.
2. NWP 13, Bank Stabilization: Projects require a PCN when specified by NWP 13 and/or the proposed methods and techniques are not included in Streambank Revegetation and Protection: A Guide for Alaska Revised 2005 (Walter, Hughes and Moore, April 2005) (Guide) or its future revisions.

The Guide is available at  
<http://www.adfg.alaska.gov/index.cfm?adfg=streambankprotection.main>

Furthermore, applicants proposing projects not contained in the Guide may still qualify for NWP 13 but they shall provide an alternative analysis to the district engineer with the PCN consisting of the bioengineered methods that were considered and rationale as to why these alternatives are not in the applicant's preferred alternative. Applicants subject to the PCN due to a design that is not included in the Guide are encouraged to include measures that minimize impacts to the aquatic environment including methods that improve fish habitat such as vegetated riprap.

3. Any activity proposing pile driving and/or blasting in marine waters, anadromous lakes or anadromous streams.
4. Proposed projects that qualify for NWPs 3, 12, 13, 14, and 18 within the Municipality of Anchorage.
5. Any NWP using treated wood in waters of the U.S., including wetlands.

<sup>1</sup> Where required by the terms of the NWP or Regional Condition A, a prospective permittee must notify the district engineer by submitting a preconstruction notification (PCN) as early as possible. See General Condition 31 of the NWPs for the contents of the PCN or visit [www.poa.usace.army.mil/reg/NWPs](http://www.poa.usace.army.mil/reg/NWPs).

### REGIONAL CONDITION B - General Permit Agency Coordination

*This Regional Condition establishes geographic and habitat areas that will require agency coordination for projects that are less than 1/2 acre.*<sup>1</sup>

For projects requiring a Pre-Construction Notification (PCN) **and** occurring within any of the following geographic/habitat areas, the Corps will conduct agency coordination with the appropriate agencies according to General Condition 31, regardless of the amount of loss of waters of the U.S.

- 1) The Municipality of Anchorage.
- 2) Areas designated as "A" or "B" wetlands in the Juneau Wetlands Management Plan.
- 3) Areas designated as "High" or "Moderate" value wetlands in the Homer Wetland Functional Assessment.
- 4) Anadromous lakes or anadromous streams including, but not limited to catalogued streams identified in the *Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fishes* (available at <http://www.adfg.alaska.gov/sf/SARR/AWC/>)
- 5) Jurisdictional areas within 500 feet (measured from OHW or HTL) of anadromous lakes or anadromous streams as identified above.
- 6) Marine waters.

Agency coordination will also occur if the proposed activity:

- 1) is authorized by NWP 51
- 2) requires a written waiver by the District Engineer; and/or
- 3) involves stream relocation

Local, State or Federal applicants may choose to conduct agency coordination in accordance with this regional condition for projects in the above geographic areas having less than 1/2 acre loss of waters of the U.S. The documentation of agency coordination shall be supplied with the PCN and if the Corps determines the applicant's proposal adequately addresses agency concerns, the project will not be coordinated again.

The Corps (or local, State or Federal applicant, as described above) will coordinate such projects with the Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Service and State Historical Preservation Officer or Tribal Historical Preservation Officer. Additionally, project coordination will occur with the State of Alaska's Department of Environmental Conservation and the Department of Fish and Game.

<sup>1</sup> For activities requiring a PCN that result in the loss of greater than 1/2-acre of waters of the U.S., agency coordination will occur according to general condition 31(d) but also include the agencies as specified above.

**REGIONAL CONDITION C - Regional Condition C has been withdrawn.**

**REGIONAL CONDITION D - Activities Involving Trenching**

Trenches cannot be constructed or backfilled in such a manner as to drain waters of the U.S. (e.g., backfilling with extensive gravel layers, creating a French drain effect). Ditch plugs or other methods shall be used to prevent this situation.

Except for material placed as minor trench over-fill or surcharge necessary to offset subsidence or compaction, all excess materials shall be removed to a non-wetland location. The backfilled trench shall achieve the original surface condition, within a year of disturbance unless climatic conditions warrant additional time and is approved by the Corps.

Excavated material temporarily sidecast into wetlands shall be underlain with geotextile, ice pads, or similar material, to allow for removal of the temporary material to the maximum extent practicable.

Revegetation of the trench should follow the process outlined in Regional Condition E.

### **REGIONAL CONDITION E - Site Restoration for Projects with Ground Disturbing Activities**

Disturbed areas shall be stabilized immediately after construction to prevent erosion. Revegetation of the site shall begin as soon as site conditions allow and in the same growing season as the disturbance unless climatic conditions warrant additional time and is approved by the Corps. Native vegetation and soils removed for project construction shall be stockpiled separately and used for site rehabilitation. If soil and/or organic materials are not available from the project site for rehabilitation, other locally-obtained native materials may be used. Other topsoil or organic materials (including seed) may be used only if identified in the PCN and approved in the NWP verification. Species to be used for seeding and planting shall follow this order of preference: 1) species native to the site; 2) species native to the area; 3) species native to the state. Revegetated areas eventually shall have enough cover to sufficiently control erosion without silt fences, hay bales, or other mechanical means.

### **REGIONAL CONDITION F - Equipment Standards**

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures (e.g. ice roads, compacted snow, low psi ground bearing weight, etc) must be taken to prevent soil disturbance.

### **REGIONAL CONDITION G - Delineation of Project Boundary**

Project boundaries shall be staked, flagged, or otherwise clearly delineated prior to the commencement of the authorized activity for projects that involve the placement of fill.

### **REGIONAL CONDITION H - Maintenance of Hydrology Patterns**

Site preparation, excavation, and fill placement shall be conducted in a manner that prevents adverse hydrologic effects. Natural drainage patterns shall be maintained using appropriate ditching, culverts, storm drain systems and other measures to prevent ponding or drying. Excessive ponding and/or dewatering of areas adjacent to fill areas shall indicate non-compliance with this condition. "Excessive" is defined as a measurable change in site hydrology or drainage from the pre-project condition.

### **REGIONAL CONDITION I - Relocation of Stream Beds**

Relocated stream channels shall approximate the length, meander pattern, gradient, channel cross-section, substrate and flow velocity of the original stream channel. Relocated stream channels shall be designed and constructed to avoid excessive loss of flow through the bed and

dewatering of the stream channel. The relocation of stream channels shall include establishment of an associated floodplain. The floodplain shall be of similar dimension and form as the original, or sized to convey the 100-year flood while retaining the channel, substrate, and floodplain characteristics without significant down- or head-cutting.

#### **REGIONAL CONDITION J - Culvert Installation**

Culverts in fish bearing waters must be installed in accordance with a valid Alaska Department of Fish and Game, Fish Habitat Permit.

#### **REGIONAL CONDITIONS K-N APPLY TO SPECIFIC NWP's**

#### **REGIONAL CONDITION K - Seasonal Docks Authorized by NWP 11, Temporary Recreational Structures**

Small, seasonal docks shall not extend more than 50 feet waterward of the ordinary high water mark or mean high water mark, or exceed more than 25 percent of the width of the waterbody, whichever is less.

#### **REGIONAL CONDITION L - NWP 40 Agricultural Activities**

The following activities are not authorized by NWP 40: a. Drain tiles, ditches, or levees or; b. Mechanized land clearing and land leveling in wetlands within 500' of anadromous lakes or anadromous streams.

#### **REGIONAL CONDITION M - NWP 44 Mining Activities**

Placer mining activities are excluded from coverage by NWP 44 (Mining Activities). Placer mining may be authorized by Regional General Permit 2006-1944. In Alaska, NWP 44 will only authorize the following activities:

1. Hard rock mining, not including trenching, drilling, or access road construction. Applicable to Section 404 only.
2. Temporary stockpiling of sand and gravel in waters of the U.S., limited to seasonally dewatered unvegetated sand/gravel bars. Stockpiles shall be completely removed and the area restored to pre-project contours within one year, in advance of seasonal ordinary high water events, and/or prior to equipment being removed from site, whichever comes first.

#### **REGIONAL CONDITION N - NWP 48 Existing Commercial Shellfish Aquaculture Activities**

NWP 48 is revoked in Alaska. Applicants seeking authorization for this work can apply for Individual Permit review by the Department of the Army.

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

## Department of Fish and Game

DIVISION OF HABITAT  
Southeast Region Office

802 3rd Street  
Douglas, AK 99824-5412  
P.O. Box 110024  
Juneau, Alaska 99811-0024  
Main: 907.465.4105  
Fax: 907.465.4759

### FISH HABITAT PERMIT FH16-I-0067

**ISSUED:** July 22, 2016

City and Borough of Juneau  
ATTN: Alan Steffert  
155 South Seward Street  
Juneau, AK 99801

**RE: Unnamed Creek Culvert at Station 29+16**  
Unnamed Peterson Creek Drainage Stream (Stream No. 111-50-10750-2027-3031)  
Section 20, T 41S, R 66E, CRM (Juneau B-2)  
Location: 58.2929 N, 134.6585 W

Dear Mr. Steffert,

Pursuant to AS 16.05.871(b), the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to install a culvert on stream number 111-50-10750-2027-3031, a tributary to Peterson Creek.

#### **Project Description**

You will install a 9.3 ft wide pipe arch at 5% gradient, imbedded 2 ft, and filled with streambed material and rip rap weirs. You will construct the culvert according to plans submitted to the Habitat Division dated May 27, 2016 and provide us with an as-built survey following completion.

You will divert water around the site by digging a channel lined with Visqueen or a temporary culvert, or by constructing a sump upstream and pumping around. You will construct at least one check dam downstream of the work area to capture fine sediment and to be cleaned out on project completion.

You will contact ADF&G Habitat 48 hours prior to constructing the diversion so we can remove and exclude fish from the work area.

**Anadromous Fish Act**

The unnamed tributary to Peterson Creek has been specified as being important for the spawning, rearing, or migration of anadromous fishes pursuant to AS 16.05.871(a). Stream No. 111-50-10750-2027-3031 provides habitat for coho salmon, cutthroat trout, and Dolly Varden char.

In accordance with AS 16.05.871(d), project approval is hereby given subject to the project description above and the terms of this permit.

You must maintain the integrity of the structure in accordance with the terms of this permit so that free passage of fish is assured. You must restore any obstruction to the free passage of fish to the satisfaction of ADF&G.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when a deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the permit site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

This letter constitutes a permit issued under the authority of AS 16.05.871 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

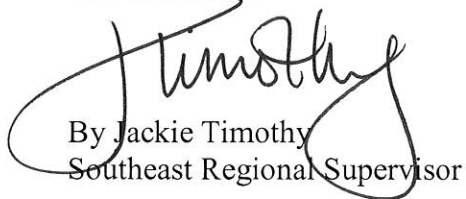
In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The department reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which was a direct result of the failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330-630.

Please direct questions about this permit to Habitat Biologist Greg Albrecht at (907) 465-6384 or emailed to [greg.albrecht@alaska.gov](mailto:greg.albrecht@alaska.gov).

Sincerely,  
Sam Cotten  
Commissioner



By Jackie Timothy  
Southeast Regional Supervisor

Enclosure:

Sta 29\_00 Drawings May 2016

Email cc:

Al Ott, ADF&G Habitat, Fairbanks  
ADF&G Habitat Staff, Juneau  
Dan Teske, ADF&G/SF, Juneau  
Dave Harris, ADF&G/CF, Juneau  
Stephanie Sell, ADF&G/WC, Juneau  
Gillian O'Doherty, ADF&G/SF, Anchorage  
Steve Brockmann, USFWS, Juneau  
Linda Speerstra, USACE, Sitka  
Cindy Hartmann Moore, NMFS, Juneau





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## Department of Fish and Game

DIVISION OF HABITAT  
Southeast Region Office

802 3rd Street  
Douglas, AK 99824-5412  
P.O. Box 110024  
Juneau, Alaska 99811-0024  
Main: 907.465.4105  
Fax: 907.465.4759

### FISH HABITAT PERMIT FH16-I-0068

**ISSUED:** July 22, 2016

City and Borough of Juneau  
ATTN: Alan Steffert  
155 South Seward Street  
Juneau, AK 99801

**RE: North Douglas Road Extension Culvert, Station 46+62**  
Unnamed Peterson Creek Tributary  
Section 29, T 41S, R 66E, CRM (Juneau B-2)  
Location: 58.2897 N, 134.6518 W

Dear Mr. Steffert,

Pursuant to AS 16.05.841(Fishway Act), the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to install a culvert upstream of the anadromous portion of stream number 111-50-10750-2027.

#### **Project Description**

You will install a 110 ft long by 48 in diameter culvert. You will divert water around the site and construct a check dam downstream of the work area to capture sediment. You will remove the check dam after the culvert is installed.

#### **Fishway Act**

The proposed road will cross this stream where the gradient averages 13% over bedrock. Upstream of the crossing, 23 m of step pool habitat ends in a series of barrier falls. Given the limited habitat, upstream resident fish passage through the culvert is not required.

Dolly Varden char and cutthroat trout have been documented in this portion of the unnamed tributary. The Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fishes, however, incorrectly identifies this portion of the unnamed tributary as anadromous. Coho salmon have been documented 173 m downstream of the proposed culvert and I have enclosed a copy of the nomination submitted to correct the water body status.

In accordance with AS 16.05.841, project approval is given subject to the project description above and the terms of this permit.

You will contact ADF&G Habitat 48 hours prior to constructing the crossing so we can remove and exclude fish from the work area.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when any deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the permit site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

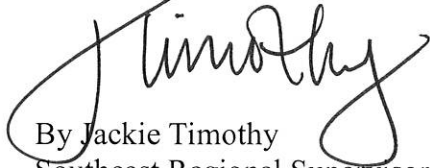
This letter constitutes a permit issued under the authority of AS 16.05.841 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The Division of Habitat reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which was a direct result of the failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

Please direct questions about this permit to Habitat Biologist Greg Albrecht at (907) 465-6384 or emailed to [greg.albrecht@alaska.gov](mailto:greg.albrecht@alaska.gov).

Sincerely,  
Sam Cotten  
Commissioner



By Jackie Timothy  
Southeast Regional Supervisor

Enclosure:

111-50-10750-2027 Route Correction

Email cc:

Al Ott, ADF&G Habitat, Fairbanks  
ADF&G Habitat Staff, Juneau  
Dan Teske, ADF&G/SF, Juneau  
Dave Harris, ADF&G/CF, Juneau  
Stephanie Sell, ADF&G/WC, Juneau  
Gillian O'Doherty, ADF&G/SF, Anchorage  
Steve Brockmann, USFWS, Juneau  
Linda Speerstra, USACE, Sitka  
Cindy Hartmann Moore, NMFS, Juneau



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## Department of Fish and Game

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Southeast Region Office

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Douglas, AK 99824-5412  
P.O. Box 110024  
Juneau, Alaska 99811-0024  
Main: 907.465.4105  
Fax: 907.465.4759

### FISH HABITAT PERMIT FH16-I-0069

**ISSUED:** July 22, 2016

City and Borough of Juneau  
ATTN: Alan Steffert  
155 South Seward Street  
Juneau, AK 99801

**RE: North Douglas Road Extension Culvert Station, 59+40**  
Uncataloged Peterson Creek Tributary  
Section 29, T 41S, R 66E, CRM (Juneau B-2)  
Location: 58.2870 N, 134.6476 W

Dear Mr. Steffert,

Pursuant to AS 16.05.841 (Fishway Act), the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to install a culvert on an uncataloged tributary to Peterson Creek.

#### **Project Description**

You will divert water around the work area and install a 134 ft long by 60 in diameter culvert.

#### **Fishway Act**

The proposed road will cross this drainage where stream gradient averages 15% and a wood-controlled barrier to upstream migration is present downstream of the site. Upstream habitat is 15% average gradient for 25m where gradient increases to 25%. Two Dolly Varden char were captured in the last deep pool 25 m upstream of the proposed crossing. Given the limited habitat and natural migration barriers, upstream resident fish passage through the culvert is not required.

In accordance with AS 16.05.841, project approval is hereby given subject to the project description above and the terms of this permit.

You will contact ADF&G Habitat 48 hours prior to constructing the crossing so we can remove and exclude fish from the work area.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when any deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the permit site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

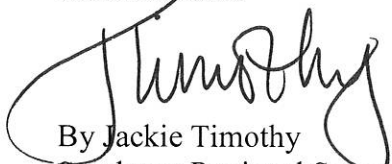
This letter constitutes a permit issued under the authority of AS 16.05.841 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The Division of Habitat reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which was a direct result of the failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

Please direct questions about this permit to Habitat Biologist Greg Albrecht at (907) 465-6384 or emailed to [greg.albrecht@alaska.gov](mailto:greg.albrecht@alaska.gov).

Sincerely,  
Sam Cotten  
Commissioner

  
By Jackie Timothy  
Southeast Regional Supervisor

Email cc:

Al Ott, ADF&G Habitat, Fairbanks  
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Gillian O'Doherty, ADF&G/SF, Anchorage  
Steve Brockmann, USFWS, Juneau  
Linda Speerstra, USACE, Sitka  
Cindy Hartmann Moore, NMFS, Juneau



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

## Department of Fish and Game

DIVISION OF HABITAT  
Southeast Region Office

802 3rd Street  
Douglas, AK 99824-5412  
P.O. Box 110024  
Juneau, Alaska 99811-0024  
Main: 907.465.4105  
Fax: 907.465.4759

### FISH HABITAT PERMIT FH16-I-0070

**ISSUED:** July 22, 2016

City and Borough of Juneau  
ATTN: Alan Steffert  
155 South Seward Street  
Juneau, AK 99801

**RE: North Douglas Road Extension Bridge, Station 97+50**  
Uncataloged reach of Peterson Creek  
Section 33, T 41S, R 66E, CRM (Juneau B-2)  
Location: 58.2784 N, 134.6373 W

Dear Mr. Steffert,

Pursuant to AS 16.05.841 (Fishway Act), the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to install a bridge upstream of the anadromous portion of stream number 111-50-10750.

#### **Project Description**

You will install a clear span bridge according to plans submitted to the Habitat Division dated May, 2016 (enclosed). You will excavate the streambed to armor the abutments with riprap and replace the streambed material to match the original condition and maintain fish passage.

#### **Fishway Act**

The proposed road will cross this drainage where stream gradient averages 10% and increases to 13% upstream. We captured Dolly Varden Char up and downstream of the proposed crossing location and the nearest barrier to upstream migration occurs 76 m upstream. This stream is the main stem of Peterson Creek and we will return to complete a survey of the drainage and submit a correction to the Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fishes. Should anadromous fish be documented at this location, permit terms and requirements for the structure will not change.

In accordance with AS 16.05.841, project approval is hereby given subject to the project description above and the terms of this permit.

You will contact ADF&G Habitat 48 hours prior to constructing the crossing so we can remove and exclude fish from the work area.

You must maintain the integrity of the structure in accordance with the terms of this permit so that free passage of fish is assured. You must restore any obstruction to the free passage of fish to the satisfaction of ADF&G.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when any deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the permit site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

This letter constitutes a permit issued under the authority of AS 16.05.841 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

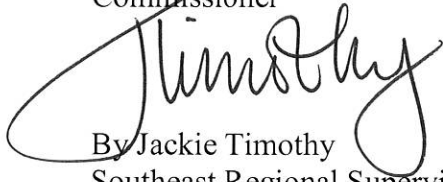
In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The Division of Habitat reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which was a direct result of the failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

Please direct questions about this permit to Habitat Biologist Greg Albrecht at (907) 465-6384 or emailed to [greg.albrecht@alaska.gov](mailto:greg.albrecht@alaska.gov).



Sincerely,  
Sam Cotten  
Commissioner

A handwritten signature in black ink, appearing to read "Jackie Timothy". The signature is written in a cursive style with a large, sweeping initial "J".

By Jackie Timothy  
Southeast Regional Supervisor

Enclosure:

Sta 97+50 Drawings May 2016

Email cc:

Al Ott, ADF&G Habitat, Fairbanks  
ADF&G Habitat Staff, Juneau  
Dan Teske, ADF&G/SF, Juneau  
Dave Harris, ADF&G/CF, Juneau  
Stephanie Sell, ADF&G/WC, Juneau  
Gillian O'Doherty, ADF&G/SF, Anchorage  
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Juneau, Alaska 99811-0024  
Main: 907.465.4105  
Fax: 907.465.4759

### FISH HABITAT PERMIT FH16-I-0071

**ISSUED:** July 22, 2016

City and Borough of Juneau  
ATTN: Alan Steffert  
155 South Seward Street  
Juneau, AK 99801

**RE: North Douglas Road Extension Culvert, Station 127+09**  
Unnamed Peterson Creek Drainage Stream (Stream No. 111-50-10750-2042)  
Section 33, T 41S, R 66E, CRM (Juneau B-2)  
Location: 58.2704 N, 134.6335 W

Dear Mr. Steffert,

Pursuant to AS 16.05.841(Fishway Act), the Alaska Department of Fish and Game (ADF&G) Division of Habitat has reviewed your proposal to install a culvert upstream of the anadromous portion of stream number 111-50-10750-2042.

#### **Project Description**

You will install a 41 ft long by 48 in diameter culvert. You will divert water around the site and construct a check dam downstream of the work area to capture sediment. You will remove the check dam after the culvert is installed.

#### **Fishway Act**

The proposed road will cross this drainage where stream gradient averages 6%. Immediately upstream, gradient increases to 22% above a log jam forming a migration barrier. Given the limited habitat, upstream resident fish passage through the culvert is not required.

ADF&G surveys have documented Dolly Varden char and cutthroat trout in the area 29 m upstream and 250 m downstream. The Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fishes, however, incorrectly identifies this portion of the unnamed tributary as anadromous. Pink salmon have been documented 1,700 m downstream of the proposed culvert and I have enclosed a copy of the nomination submitted to correct the water body status.

In accordance with AS 16.05.841, project approval is given subject to the project description above and the terms of this permit.

You will contact ADF&G Habitat 48 hours prior to constructing the crossing so we can remove and exclude fish from the work area.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when any deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the permit site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

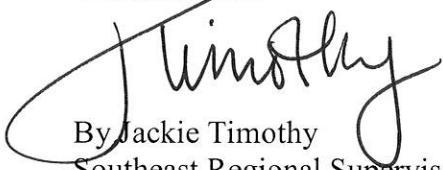
This letter constitutes a permit issued under the authority of AS 16.05.841 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Division of Habitat; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The Division of Habitat reserves the right to require mitigation measures to correct disruption to fish and game created by the project and which was a direct result of the failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

Please direct questions about this permit to Habitat Biologist Greg Albrecht at (907) 465-6384 or emailed to [greg.albrecht@alaska.gov](mailto:greg.albrecht@alaska.gov).

Sincerely,  
Sam Cotten  
Commissioner

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By Jackie Timothy  
Southeast Regional Supervisor

Email cc:

- Al Ott, ADF&G Habitat, Fairbanks
- ADF&G Habitat Staff, Juneau
- Dan Teske, ADF&G/SF, Juneau
- Dave Harris, ADF&G/CF, Juneau
- Stephanie Sell, ADF&G/WC, Juneau
- Gillian O'Doherty, ADF&G/SF, Anchorage
- Steve Brockmann, USFWS, Juneau
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- Cindy Hartmann Moore, NMFS, Juneau

**State of Alaska**  
**Department of Transportation and Public Facilities**

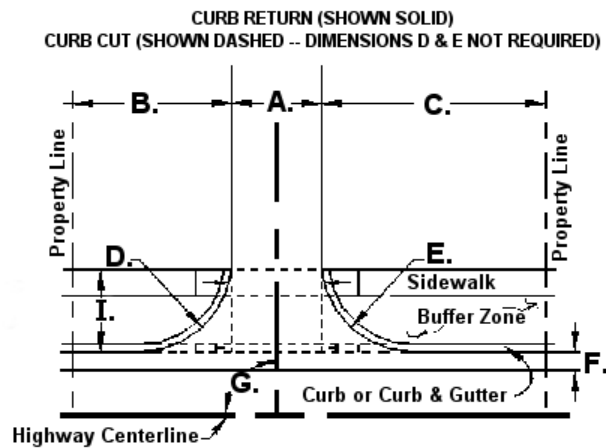
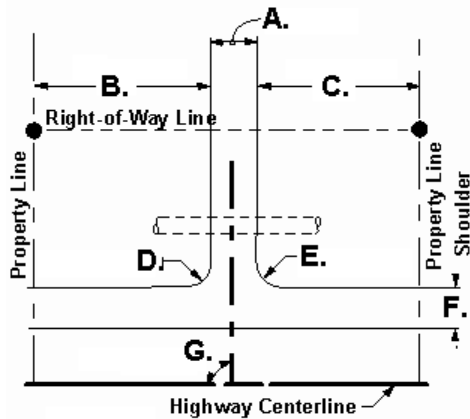
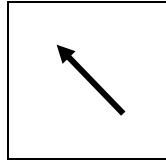
## Driveway Permit

This permit allows the Permittee to construct and maintain a driveway within a State-owned highway right of way.

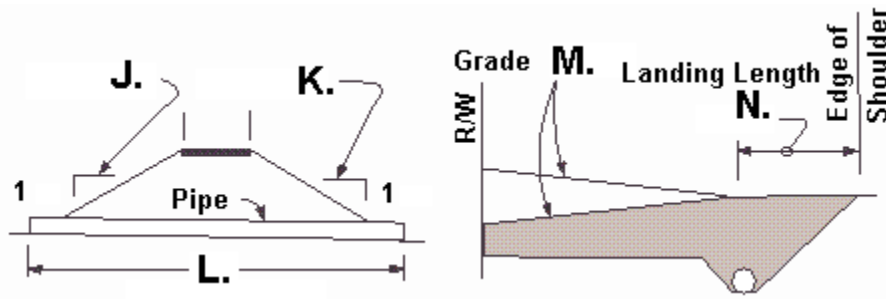
<input type="checkbox"/> Residential/Private <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Government Agency	
Permittee:	<b>City and Borough of Juneau</b>
Mailing Address:	155 S Seward St Juneau, AK 99801
Contact Name:	Alan Steffert
E-mail Address:	Alan.Steffert@juneau.org
Phone:	(907) 586-0481
Driveway location (highway, subdivision, legal description milepost, etc.) North Douglas Highway (CDS: 296150, Rural Minor Collector, AADT: 482) Address: MP 12.69 North Douglas Highway, Juneau, AK 99801 C041S066E20, as outlined in Patent 14807 (USRS C041S066E) CBJ Tax Parcel: 3D1301000010	
Proposed or Existing:	Anticipated Completion Date:
PROPOSED	09/01/2017
Number of lots served:	Max. number of vehicles in any 1 hour:
1	10
Zoning Designation:	Proposed Land Use:
Rural Reserve	Recreational Access

## Driveway Specifications

Direction of North in relation to the drawing.



A.	Driveway width	24 feet
B.	Left edge clearance	5900 feet
C.	Right edge clearance	700 feet
D.	Left return radius	20 feet
E.	Right return radius	20 feet
F.	Shoulder width	4 feet
G.	Approach angle	90 degrees
H.	Curb type	n/a
I.	Curb to sidewalk distance	n/a



J.	Left driveway foreslope	4 :1
K.	Right driveway foreslope	4 :1
L.	Culvert length	40 Feet
M.	Landing grade	2 Percent
N.	Landing length	12 Feet
O.	Culvert size	24 inches
P.	Culvert type	Plastic
Q.	Ditch depth	2 feet
R.	Shoulder type	Paved
S.	Pavement type	Paved
T.	Driveway landing surface type	Asphalt

**Permittee upon signing this permit acknowledges and agrees to the following provisions:**

This permit applies only to the State right of way.

This permit grants permission for a driveway allowing access to and from your property onto a State-maintained highway. It does not permit the following within the right of way or within that portion of a driveway that is within the right of way: (1) Parking of vehicles "for sale"; (2) Obstructions of any kind (i.e. logs, cables, fencing, etc.); (3) Advertising signs or banners/flags; (4) Parking vehicles with signs/advertising on the side.

A driveway constructed under permit within a highway right of way is the property of the State, but all cost and liability arising from the construction, operation, or maintenance of a driveway is at the sole expense of those lands served. The Department is not obligated to change its maintenance practices to accommodate a driveway constructed under a permit, or to incur any additional expense removing snow berms or other obstructions from a driveway within a right of way resulting from the Department's activities, or activities under a permit issued under 17 AAC 15.

Permittee is responsible for adjusting or relocating the driveway without cost or liability to the Department if the use or safety of the highway requires that the driveway be adjusted or relocated.

This permit is not a property right but a temporary authorization, revocable by the State upon violation of any permit terms or conditions, or for other reasons. All reasonable attorney's fees and costs associated with legal or enforcement actions related to the terms and conditions of this permit will be borne by the Permittee.

Any survey monument or monument accessory that is disturbed or destroyed during construction or maintenance of the driveway will be restored or replaced by a Land Surveyor licensed in the State of Alaska.

The Permittee will be responsible for all necessary Federal, State, and Municipal permits and licenses required by law, pay all taxes and special assessments lawfully imposed upon the permitted area, and pay other fees and charges assessed under applicable law.

Placement of fill material in waters of the U.S., including wetlands and streams, requires prior authorization from the U.S. Army Corps of Engineers. It is the responsibility of the owner to contact the Corps before filling activities take place.

The Permittee shall construct and maintain a driveway in such a manner that the highway, and all of the highway's appurtenances or facilities, including drainage facilities, pipes, culverts, ditches, traffic control devices, street lights, pathways, and sidewalks are not impaired or endangered in any way by the construction or maintenance [17 AAC 10.020(b)]. Any damages to improvements within the State-owned right of way will be the responsibility of the Permittee to return them to their previous condition. The Department's Maintenance and Operations section will inspect and approve the restored improvements. Improvements may include: pavement structures, sidewalks, curb and gutter, pathways, driveways, signs, traffic markings, guardrail, delineators, highway lighting systems, traffic signal systems, drainage structures and mailboxes (17 AAC 10.065).

Permittee shall indemnify, defend and hold harmless the State, and its officers, employees, and contractors, from any and all claims or actions resulting from injury, death, loss, or damage sustained by any person or personal property resulting directly or indirectly from Permittee's use of or activities in the permitted area.

Landings from all paved roads must be paved and maintained from edge of the road to the length of the landing as stipulated in this permit.

If a culvert is required by this driveway permit, culvert ends must be installed at the time of installation and maintained continuously by the owner.

No person shall place, leave or deposit upon any street, avenue, alley, sidewalk or other public right of way any snow or ice which has been removed from a private driveway, private parking area, or the adjacent property. Permittee is responsible for his snow removal contractor's actions concerning placement of snow from Permittee's property.

If driveway construction or maintenance interferes with the public's safety and/or use of facilities within State-owned right of way, Permittee will be directed to stop work until adjustments are made.

While doing construction or maintenance activities do not park equipment or stockpile material (including field office trailers) on the shoulder during non-working hours.



Permittee is responsible for sight distance clearing of brush and obstructions adjacent to their property.

Driveway landings as stipulated in the permit must be paved and maintained from pavement edge on all paved roads.

Please contact the Department for information about acceptable driveway markers (i.e., size, materials, distance, etc.) for placement within the right of way.

The State will not change its maintenance practices to accommodate subject driveway or incur additional expense to clear snow berms or other obstacles resulting from the Department's activities.

Clean up litter or debris generated as a result of this driveway construction.

A copy of this permit must be on site during construction of the access. If any of the conditions of this permit are violated, the State reserves the right to require the removal of all activities from the area.

**Permittee upon signing this permit acknowledges and agrees to the following conditions:**

Change of use of land or trail/road may trigger a re-review of the permit. This includes, but is not limited to, expansion of the parking area and/or removal of the gate to allow vehicle traffic. Permittee shall contact DOT&PF when such a change occurs.

24' wide driveway with 12' landing compacted with at least 6" of D-1 and then paved, sloping 2 percent away from North Douglas Highway. Driveway will have 4:1 foreslopes and 20' radii on either side.

40' long beveled culvert. Ditch line will be cleared of sod and sediment down to original gravel base before installation of culvert. This clearing will continue to four feet beyond culvert ends.

Parking fill slopes allowed within right of way.

Fallen trees will need to be removed from right of way or chipped on site as soon as possible. Approval for another method of disposal will need to be requested and approved prior.

Permittee shall submit a request for final inspection to the Department within 60 days of driveway completion.

Driveway must be constructed to completion within two years from date of issuance.

A traffic control plan will be submitted by driveway contractor at least 10 days before the start of this project. Traffic control plan is required to be approved by DOT&PF prior to construction.

**Attachments included as part of this permit are:**

- Plat
- Site plan
- Proof of ownership

I, ALAN STEFFER, acknowledge that I am acting on behalf of **CITY AND BOROUGH OF JUNEAU** with the full authority to do so. I further acknowledge and accept that the above named organization shall comply with all the provisions and conditions that the Department of Transportation and Public Facilities has included as a condition of issuing this permit.



Permittee Signature

8.26.2016

Date



DOT&PF Signature

8/26/2016

Date

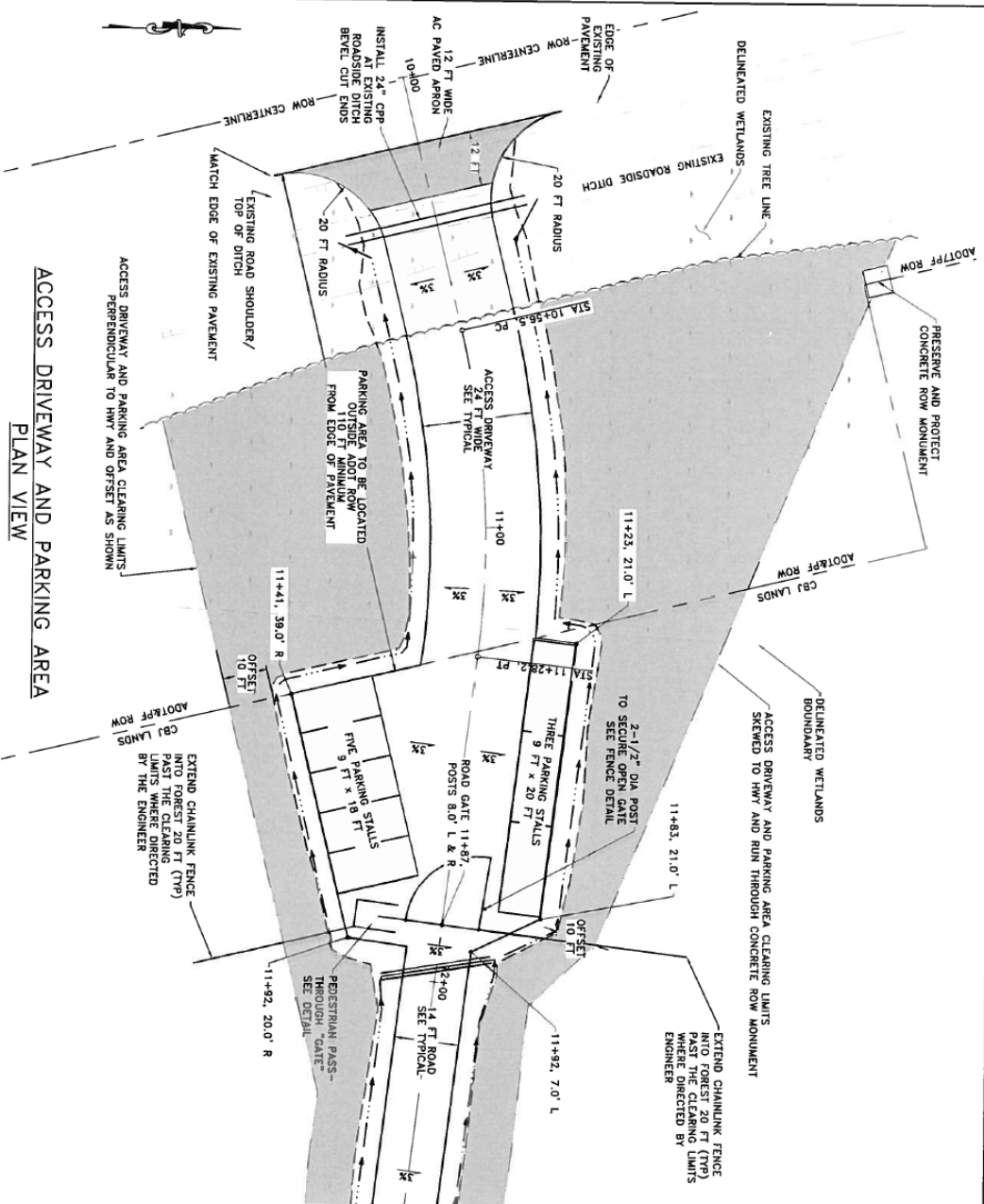


CITY AND BOROUGH OF JUNEAU  
 ALASKA'S CAPITAL CITY  
 DEPARTMENT OF ENGINEERING

WEST DOUGLAS PIONEER ROAD  
 CBU CONTRACT BE17-039

PARKING AREA & ACCESS DRIVEWAY  
 PLAN AND NOTES

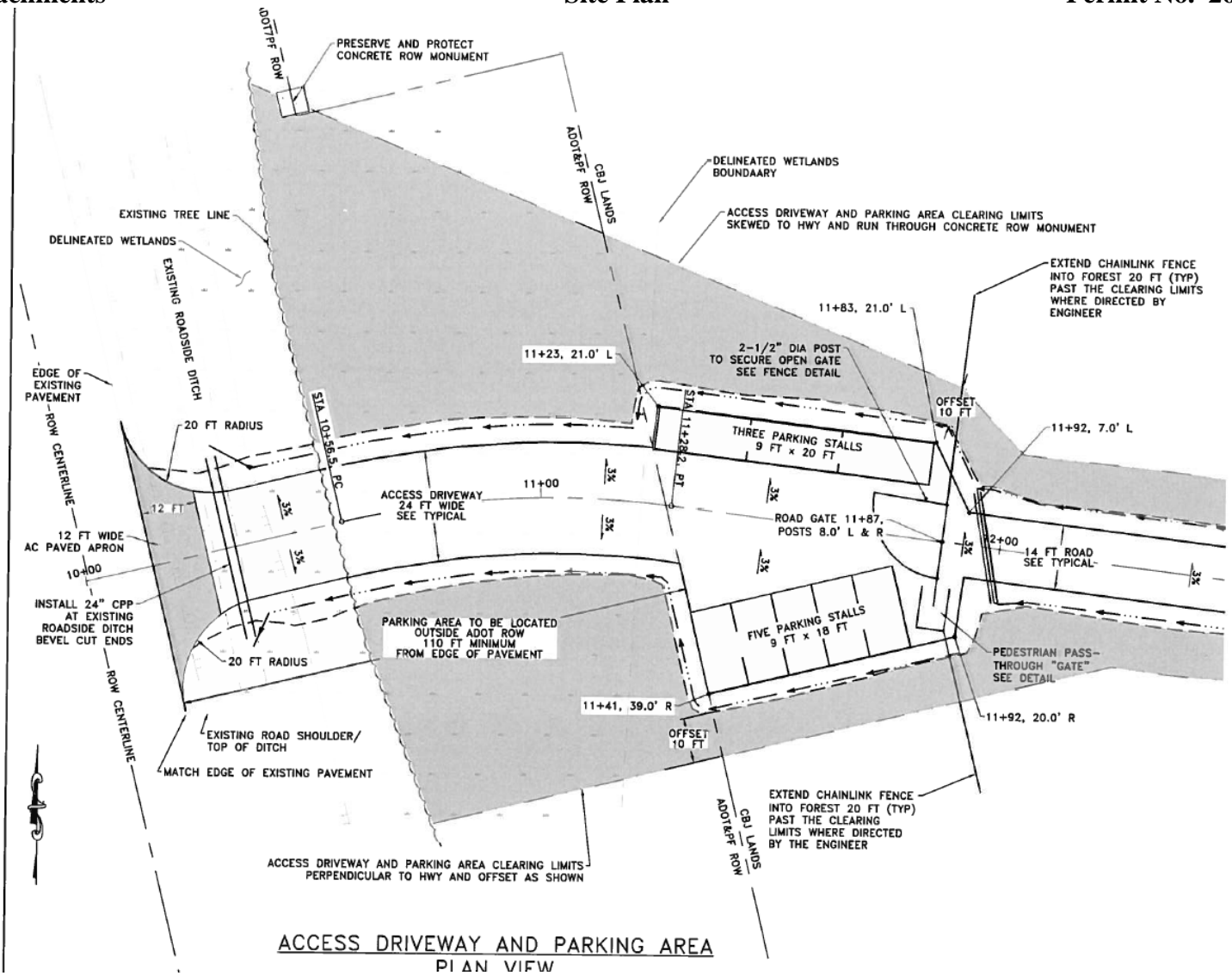
SHEET NO.  
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ACCESS DRIVEWAY AND PARKING AREA  
 PLAN VIEW

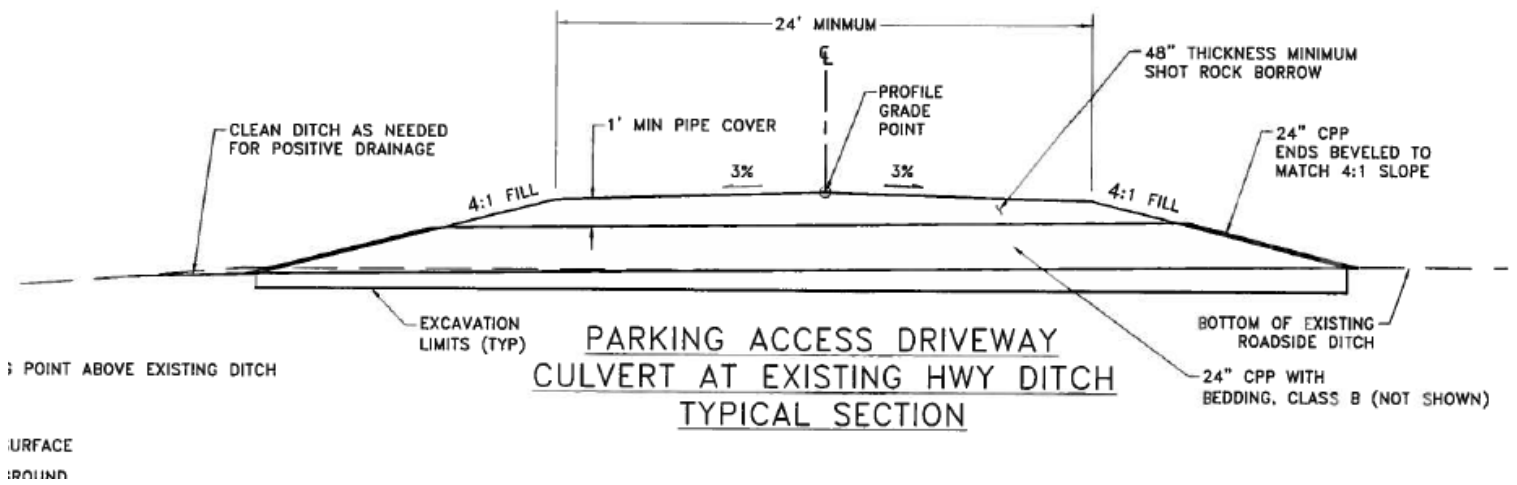
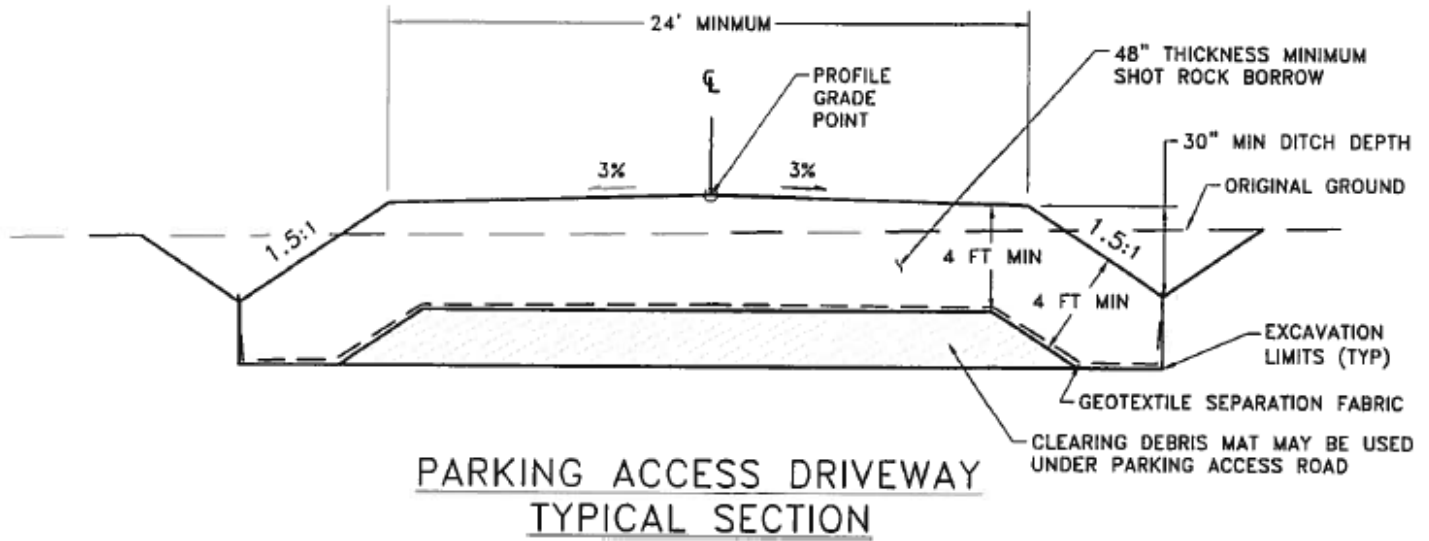
**PARKING AREA AND ACCESS DRIVEWAY  
 NOTES**

1. THE ACCESS DRIVEWAY IS LOCATED ON STATE OF ALASKA DOT&PF RIGHT-OF-WAY. THE OWNER SHALL MAINTAIN AND MAINTAIN DRIVEWAYS OR APPROACH ROAD ON HIGHWAY RIGHT-OF-WAY. THE STATE ROW SHALL BE IN COMPLIANCE WITH THE CONDITIONS SET FORTH IN THE PERMIT.
2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A TRAFFIC CONTROL PLAN (TCP) PREPARED BY AN INDULGENT ENGINEER. THE CONTRACTOR SHALL MAINTAIN THE TCP THROUGHOUT THE PROJECT. THE CONTRACTOR'S CONSTRUCTION METHODOLOGY, THE TCP WILL NEED APPROVAL BY THE STATE PRIOR ISSUING THE PERMIT AND COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
3. THE GROUND BETWEEN THE SHOULDER OF NORTH DOUGLAS HWY AND ROW BOUNDARY AT START OF PARKING AREA IS DELIMITED WETLANDS. CONSTRUCTION MACHINERY IS TO STAY WITHIN THE FOOTPRINT OF THE ROAD EXCAVATION LIMITS IN DELIMITED WETLANDS. REMOVAL OF DOWNED TREES AND OTHER CLEARING DEBRIS NOT DIRECTLY WITHIN THE FOOTPRINT OF THE ROAD IS TO BE DONE MANUALLY, OR BY WINCHING OR OTHER APPROVED METHOD.
4. UNGRUBBED STUMPS AND BRUSH LEFT IN CLEARED AREAS ARE TO BE LOW-CUT AND LEFT NO HIGHER THAN 6" ABOVE SURROUNDING GROUND.
5. THE ENGINEER SHALL FLAG OR OTHERWISE DELINEATE THE CLEARING LIMITS. THE LOCATION OF THE DRIVEWAY CENTERLINE (DOP) WHERE IT MEETS THE EXISTING PAVEMENT, AND THE EXTENTS OF THE STATE ROW, THE LOCATION AND LAYOUT OF ACCESS DRIVEWAY AND THE PARKING AREA SHOWN IS APPROXIMATE AND MAY BE MODIFIED WITHIN THE CLEARED AREA TO SUIT FIELD CONDITIONS ENCOUNTERED, WITH ENGINEER'S APPROVAL.
6. CONTRACTOR MAY ELECT TO CONSTRUCT A CONSTRUCTION ACCESS TRACK INTO THE DESIGNATED ON-SITE QUARRY AND BACK-BUILD TO THE BOP.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY AND CONTROLLING ACCESS TO THE WORK SITE THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL INSTALL THE PROJECT SIGN WHERE DIRECTED BY THE ENGINEER.



**PARKING AREA AND ACCESS DRIVEWAY**  
**NOTES**

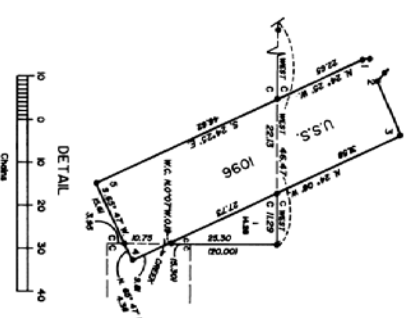
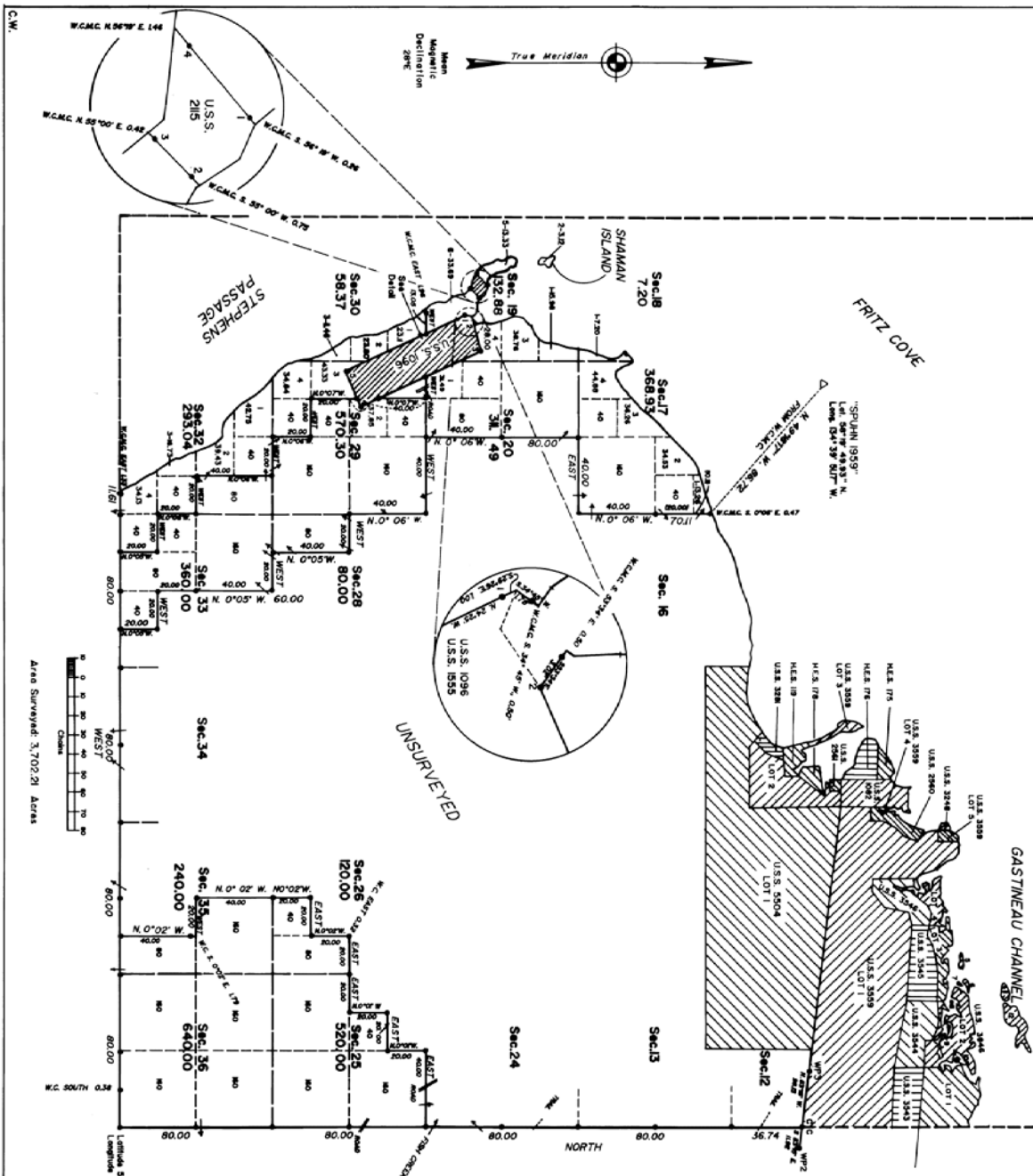
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2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A TRAFFIC CONTROL PLAN (TCP) PREPARED BY AN ATSSA OR IMSA CERTIFIED WORK SITE TRAFFIC SUPERVISOR. THE TCP SHALL BE IN ACCORDANCE WITH THE CONDITIONS SET FORTH IN THE PERMIT AND THE CONTRACTOR'S CONSTRUCTION METHODOLOGY. THE TCP WILL NEED APPROVAL BY THE STATE PRIOR ISSUING THE PERMIT AND COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
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TOWNSHIP 41 SOUTH, RANGE 66 EAST, OF THE COPPER RIVER MERIDIAN, ALASKA

Officially Filed  
DATE JUNE 22, 1990

ORIGINAL



The history of surveys is included in the field notes.  
 This plot and the field notes represent the survey of the south boundary, a portion of the east boundary, a portion of the subdivision lines, partial subdivision of selected sections, and a portion of the meanders of Township 41 South, Range 66 East, Copper River Meridian, Alaska. A portion of the section lines are surveyed by protection as shown on this plat.

This survey was executed by Donald P. Forester, Registered Alaska Land Surveyor, for Peel Engineering, Inc., June 12 through November 1, 1989, in accordance with the specifications and instructions for contract No. 425, Alaska, dated June 8, 1984, approved July 11, 1984, Supplemental Special Instructions dated September 3, 1985, approved September 3, 1985, and Contract No. YASD-C14-34000 dated September 27, 1984.

The hydrography shown on this plat identifies the meanders along the mean high tide line of water bodies surveyed from the land area. The meanders are photogrammetrically interpreted and digitized from color infrared aerial photography flown in August, 1985 by Walker & Associates, Inc.

The survey encompasses all lands, including lands, lease, and rock-bottom lands, within the higher and lower existence of the line of survey, whether or not they are shown on this plat.

UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 Anchorage, Alaska

This plat is strictly conformable to the approved field notes and the survey, having been correctly executed in accordance with the requirements of the law and the regulations of this Bureau, is hereby accepted.

For the Director  
*James D. Parker*  
 Date June 14, 1990  
 Deputy State Director for Cadastral Survey, Alaska

FIELD NOTES FOUND: VOLUME R-120 Page 270  
PROTRACTION DIAGRAM: CR 12-13

\*First page of patent only\*

BOOK 0438 PAGE 232

# State of Alaska



## Patent

No. 14807

**Know Ye By These Presents** that the Grantor, the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, 3601 C Street, Suite 960, Anchorage, Alaska 99503-5936, pursuant to AS 29.65.010-.140 and the regulations promulgated thereunder, for good and valuable consideration, now paid, the receipt whereof is hereby acknowledged, grants and conveys to the Grantee, the CITY AND BOROUGH OF JUNEAU, whose mailing address of record is 155 South Seward Street, Juneau, Alaska 99801, Grantee's successors and assigns, all that real property situated in the Juneau Recording District, State of Alaska, and described as follows:

TOWNSHIP 41 SOUTH, RANGE 66 EAST, COPPER RIVER MERIDIAN,  
ALASKA

SECTION 17: LOTS 1, 2, 3, AND 4, SE1/4NE1/4, SE1/4SW1/4, SE1/4.

SECTION 18: LOT 1.

SECTION 19: LOTS 1, 2, 3, 4, 5, AND 6.

SECTION 20: LOT 1, NW1/4, NW1/4SW1/4, E1/2SW1/4.

SECTION 28: W1/2SW1/4.

SECTION 29: LOT 2, NE1/4SW1/4, E1/2, NE1/4NW1/4.

SECTION 32: E1/2NE1/4.

SECTION 33: NW1/4, E1/2SW1/4, NW1/4SW1/4, SW1/4SE1/4.

CONTAINING 1,738.35 ACRES, MORE OR LESS.

ACCORDING TO THE SURVEY PLAT ACCEPTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT IN ANCHORAGE, ALASKA ON JUNE 14, 1990.

TOWNSHIP 42 SOUTH, RANGE 66 EAST, COPPER RIVER MERIDIAN,  
ALASKA

SECTION 3: W1/2SW1/4.

## SPECIAL PROVISIONS

The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition, with current Errata Sheets, as published by the City and Borough of Juneau, is part of these Contract Documents and shall pertain to all phases of the contract. The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition is available for a fee from the City and Borough of Juneau Engineering Contracts Office, (907) 586-0490, or you may view them online at: [www.juneau.org/engineering](http://www.juneau.org/engineering).

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## **SPECIAL PROVISIONS**

*Add the following Section:*

### **SECTION 01010 - SUMMARY OF WORK**

#### **PART 1 - GENERAL**

##### **1.1 GENERAL**

- A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles and furnishing all labor, transportation and services, including all fuel, power, water and essential communications and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all WORK, materials, and services, not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

##### **1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The WORK covered in the Contract Documents generally includes: Construction of 2.4 miles of 14-ft wide, single-lane-with-turnouts, shot rock surfaced pioneer road, through forested terrain on the west side of Douglas Island, involving clearing, grubbing, excavation, embankment, the installation of an 18-inch, 24-inch, 36-inch, and 48-inch corrugated polyethylene plastic culverts at streams and for cross drainage, installation of a 112-inch x 75-inch fish passage embedded pipe-arch culvert, installation of two 60-inch corrugated metal pipes, installation of a 50-foot modular steel bridge on spread footings, construction of an access driveway and parking area with installation of a steel gate, chain link fencing, and paved apron at highway, development and post-construction reclamation of on-site quarry/borrow pit(s), and miscellaneous related WORK.
- B. **SITE OF WORK.** The site of the WORK is on the west side of Douglas Island, south of the end of North Douglas Highway.

##### **1.3 WORK BY OTHERS**

- A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors or Agency personnel during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. **Interference with Work on Utilities.** The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

## **SPECIAL PROVISIONS**

### 1.4 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall include construction operations and storage of materials, fabrication facilities, and field offices only in those areas identified on the Drawings, on CBJ lands. Use of Alaska DOTPF's Right of Way shall be limited to construction of the access driveway, as authorized by the Permit to Construct and Maintain Driveway or Approach Road on Highway Right-of-Way.

### 1.5 OWNER USE OF THE PROJECT SITE

- A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operation at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

### 1.6 PROJECT MEETINGS

#### A. Pre-Construction Conference

- 1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
  - a. ENGINEER and Inspector.
  - b. Representatives of OWNER.
  - c. Governmental representatives as appropriate.
  - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
- 2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
  - a. Plan of Operation.
  - b. Project Overview Bar Chart Schedule.
  - c. Procurement schedule of major equipment and materials and items requiring long lead time.
  - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
  - e. Name and telephone number of CONTRACTOR's Project Supervisor.
  - f. Erosion and Sediment Control Plan and Storm Water Pollution Prevention Plan.
  - g. On-site Quarry/Borrow Source Development Plan
  - h. Traffic control Plan (TCP) for work in State Right-of-Way

## **SPECIAL PROVISIONS**

3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:
    - a. Status of CONTRACTOR's insurance and bonds.
    - b. CONTRACTOR's tentative schedules.
    - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
    - d. Processing applications for payment.
    - e. Maintaining record documents.
    - f. Critical WORK sequencing.
    - g. Field decisions and Change Orders.
    - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
    - i. Major equipment deliveries and priorities.
    - j. CONTRACTOR's assignments for safety and first aid.
  
  4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.
  
  5. The CONTRACTOR and its Subcontractors should plan on the conference taking no longer than three hours. Items listed in paragraph 3 will be covered as well as a review of the Drawings and Specifications with the ENGINEER and OWNER.
- B. Progress Meetings
1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER, or as required by the progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
  
  2. The ENGINEER shall conduct the meeting and will arrange for recording and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

## **SPECIAL PROVISIONS**

### 1.7 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

- A. The following words have the meaning defined in the Technical Portions of the WORK:
1. Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.
  2. Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown", "noted", "scheduled", and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.
  3. Install - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.
  4. Installer - a person or firm engaged by the CONTRACTOR or its subcontract, or any Subcontractor, for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
  5. Provide- is defined as furnish and install, ready for the intended use.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

### **END OF SECTION**

*Add the following Section:*

### **SECTION 01025 – MEASUREMENT AND PAYMENT**

#### **PART 1 - GENERAL**

##### 1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.
- B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

## **SPECIAL PROVISIONS**

- C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to the WORK:
1. Maintenance of all services through the Project area including power, water, storm and sanitary sewers, garbage pickup, mail delivery, and emergency vehicles.
  2. Traffic control, including flaggers, and installation and maintenance of traffic control devices in accordance with the Manual of Uniform Traffic Control Devices – 2009 MUTCD Edition with current revisions and the current AKDOT&PF supplements.
  3. Repair or replacement of existing adjacent facilities including piping, landscaping, steel, timber, concrete and asphalt items, and overhead utilities, if damaged by the CONTRACTOR.
  4. Final clean-up and site restoration.
  5. All WORK necessary for the coordination of work to be accomplished by private utility companies and property owners within the project limits.
  6. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
  7. Watering of the roadway as necessary for dust control.
  8. All fittings required for culvert pipes.
  9. Usable material from excavation placed in the roadway under the shot rock borrow.

### 1.2 MOBILIZATION (Pay Item No. 1505.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Mobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization will be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1, which payment will constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the Drawings and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:
1. When 5% of the total original contract amount is earned from other Pay Items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
  2. When 10% of the total original contract amount is earned from other Pay Items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
  3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total contract amount will be paid.

## **SPECIAL PROVISIONS**

- 1.3 EROSION AND SEDIMENT CONTROL (Pay Item No. 1570.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Erosion and Sediment Control will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this Pay Item includes all requirements described in Section 01570, including but not limited obtaining all necessary permits for storm water control as required by Alaska Department of Conservation and the Environmental Protection Agency. This includes preparation, submittal to ADEC, and implementation of a Storm Water Pollution Prevention PLAN (SWPPP), and furnishing, installing and maintaining all measures required by these permits.
  - C. The WORK also includes using construction methods and means as necessary to conform to the requirements of Alaska Department of Fish and Game Fish Habitat Permits issued for WORK required to install structures in fish streams.
  - D. The WORK also includes using construction methods and means as necessary to conform to the requirements of US Army Corps of Engineers Nationwide Permit No.14, Linear Transportation projects, and the associated Regional and General Conditions, issued to allow work in and placement of fill material into waters of the US.
  - E. Payment for Erosion and Sediment Control will be made at the amount shown on the Bid Schedule under Pay Item No. 1570.1, which payment will constitute full compensation for all WORK described in Section 01570 – Erosion and Sediment Control, as shown on the Drawings and as directed by the ENGINEER.
- 1.4 ROAD CLEANING GUARANTEE (Pay Item No. 1507.2) PRICE BASED ON CONTINGENT SUM PAY UNIT
- A. Measurement for this Item will be made as a Contingent Sum Pay Unit for completion of Road Cleaning.
  - B. The CONTRACTOR shall be responsible for removal of dirt, mud, rocks and other debris from CBJ and State Right-of-Ways accumulated from the hauling and construction operations. It is the intent that the traveled public way be kept as clean as practical to minimize dust and to avoid unsafe traffic conditions. If the CONTRACTOR fails to perform necessary road cleaning, the CBJ may hire outside forces to perform the work and deduct the cost from this contingent sum item.
  - C. Release of final payment for Road Cleaning Guarantee will be made upon determination of completeness by the ENGINEER after deduction of OWNER incurred costs for necessary road cleaning not completed by the CONTRACTOR.

## SPECIAL PROVISIONS

- D. Payment for Road Cleaning Guarantee will be made at the amount shown in the Bid Schedule under Pay Item No. 1507.2, with deductions as described in this Article, which payment will constitute full compensation for all WORK described in Section 1507 – Erosion and Sediment Control, as shown on the Drawings and as directed by the ENGINEER.
- 2.1 PIONEER ROAD CONSTRUCTION (Pay Item No. 2202.1) PRICE BASED ON QUANTITY, STATION.
- A. Measurement for payment for Pioneer Road Construction will be by road station, measured along the road centerline from the gate at the end of the new parking area to the end of the end-of-road turnaround pad. A road station is 100 feet of completed roadway centerline, inclusive of turnouts, construction vehicle turnarounds, end-of-road turnaround, and cut/fill widening, constructed to the approved alignment and grade. No volume, weight, or area type measurements will be taken.
  - B. This Pay Item includes all WORK required to construct a Pioneer Road including inter-visible turnouts and end-of-road turnaround pad. WORK includes, but is not limited to, clearing, grubbing, excavation, rock excavation, blasting, embankment, and borrow, as required to construct a Pioneer Road as shown on the DRAWINGS and directed by the ENGINEER.
  - C. The centerline length of pioneer roadway constructed above the Fish Passage Culvert at approximate station 29+00 and the Major Stream Culvert at approximate station 59+50 WILL be measured for payment under this Pay Item.
  - D. The centerline length of the Parking Access Driveway, Parking Area, and bridge deck length (bridge span) will NOT be measured for payment under this Pay Item.
  - E. Geotextile separation fabric installed as part of Pioneer Road Construction will be paid for under Pay Item No. 2714.1.
  - E. Payment for Pioneer Road Construction will be made at the Unit Price shown on the Bid Schedule under Pay Item No. 2202.1, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.2 PARKING ACCESS DRIVEWAY CONSTRUCTION (Pay Item No. 2202.2) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Parking Access Driveway Construction will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. This Pay Item includes all WORK required to construct a complete driveway road between the existing edge-of-pavement of North Douglas Highway and the new parking area on CBJ lands, as shown on the DRAWINGS and directed by the ENGINEER.

## **SPECIAL PROVISIONS**

- C. WORK includes, but is not limited to, clearing, grubbing, excavation, embankment, and traffic control, as required to construct the Parking Access Driveway, as shown on the DRAWINGS and directed by the ENGINEER.
  - D. Geotextile separation fabric installed as part of Parking Access Driveway Construction will be paid for under Pay Item No. 2714.1.
  - E. Asphalt pavement will be paid for under Pay Item 2801.1.
  - F. Payment for Parking Access Driveway Construction will be made at the amount shown on the Bid Schedule under Pay Item No. 2202.2, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.3 PARKING AREA CONSTRUCTION (Pay Item No. 2202.3) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Parking Area Construction will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. This Pay Item includes all WORK required to construct a complete parking area on CBJ lands at the start of the Pioneer Road, as shown on the DRAWINGS and directed by the ENGINEER.
  - C. WORK includes, but is not limited to, clearing, grubbing, excavation, and embankment, as required to construct the Parking Area, as shown on the DRAWINGS and directed by the ENGINEER.
  - D. Geotextile separation fabric installed as part of Parking Area Construction will be paid for under Pay Item No. 2714.1.
  - E. Payment for Parking Area Construction will be made at the amount shown on the Bid Schedule under Pay Item No. 2202.3, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.4 ON-SITE QUARRY/BORROW-SOURCE DEVELOPMENT (Pay Item No. 2202.4) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for On-Site Quarry/Borrow–Source Development will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. This Pay Item includes all WORK required for the development of on-site borrow areas for this project. WORK includes, but is not limited to, planning, clearing, grubbing, overburden removal, drilling, blasting, processing, stockpiling, loading, and post construction site cleanup, stabilization, site reclamation, and seeding of those areas designated in the DRAWINGS as rock quarry/borrow sources, or other areas approved by the ENGINEER.



## SPECIAL PROVISIONS

- C. Payment for On-Site Quarry/Borrow–Source Development will be made at the amount shown on the Bid Schedule under Pay Item No. 2202.4, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.5 SIDE SLOPE GRADING (Pay Item No. 2202.5) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Side Slope Grading will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. This Pay item includes all WORK, including excavation, backfill with suitable material from roadway excavation, borrow, and all grading outside the roadway subcut limits as necessary to provide uniform, well-drained side slopes, drainage swales, berms, ditches and other graded areas, as shown on the Drawings or as directed by the ENGINEER.
- C. This Pay Item includes all WORK necessary to uniformly grade-to-drain waste areas as directed by the ENGINEER.
- D. This Pay Item includes all WORK required to remove hanging or potentially dangerous rock from the face of excavated rock road cut slopes, and remove overburden from the top of rock cuts, as shown on the DRAWINGS or directed by the ENGINEER.
- E. Payment for Side Slope Grading will be made at the amount shown on the Bid Schedule under Pay Item No. 2202.5, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.6 ROCK FACED SLOPE PROTECTION (Pay Item No. 2202.6) PRICE BASED ON QUANTITY, SQUARE FOOT
- A. Measurement and Payment for Rock Faced Slope Protection will be a Contingent Sum Pay Unit based on the actual finished in-place face area, in square feet, of Rock Faced Slope Protection installed on unstable Pioneer Road cut/fill slopes, as directed by the ENGINEER.
- B. Rock Faced Slope Protection shall only be placed where directed by the ENGINEER. Only those areas actually approved by the ENGINEER to be stabilized by Rock Faced Slope Protection will be measured for payment.
- C. The WORK under this pay item includes the furnishing and placement of a layer of 3-inch or larger rock on the surface of unstable soil cut slopes where directed by the ENGINEER.

## SPECIAL PROVISIONS

- D. Payment for Rock Faced Slope Protection will be made at the Unit Price shown on the Bid Schedule under Pay Item No. 2202.6, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.7 [ ]-INCH PIPE CULVERT (Pay Item Nos. 2501.1, 2501.2, 2501.3, 2501.4 and 2501.5)  
PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Culverts Pipes, including all coupling bands and other items necessary for the proper joining of the culvert pipe sections, will be measured by the actual length installed, in linear feet, and as approved by the ENGINEER.
- B. Trench excavation, bedding, backfill and imported backfill will not be measured for payment, but will be considered incidental to other WORK.
- C. Riprap required for armoring culvert inlets and outlets, and for rock flumes and spillways, will not be measured for payment, but will be considered incidental other WORK.
- D. Geotextile separation fabric placed under riprap will be measured and paid for under Pay Item 2714.1.
- E. Pipe arch installed for Fish Passage Culvert at approximate station. 29+00 will be not be measured for payment but will be paid for under Pay Item 2503.1.
- F. Pipe culvert installed for Major Stream Culvert at approximate station. 59+50 will not be measured for payment but will be paid for under Pay Item 2504.1.
- G. Payment for 18-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 2501.1, which payment will constitute full compensation for all WORK described in Section 02501 - Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- H. Payment for 24-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 2501.2, which payment will constitute full compensation for all WORK described in Section 02501 - Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- I. Payment for 36-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 2501.3, which payment will constitute full compensation for all WORK described in Section 02501 - Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- J. Payment for 48-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 2501.4, which payment will constitute full compensation for all WORK described in Section 02501 - Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.

## **SPECIAL PROVISIONS**

- K. Payment for 60-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 2501.5, which payment will constitute full compensation for all WORK described in Section 02501 - Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- 2.8 FISH PASSAGE CULVERT (Pay Item No. 2503.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Fish Passage Culvert will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this Pay Item includes excavation, furnishing and installation of structural plate pipe arch, bedding, backfill, embankment, compaction, stream diversion, culvert infill material, riprap, geotextile separation fabric, and any other WORK related to the installation of the fish passage culvert at approximate station 29+00, as shown on the Drawings and as directed by the ENGINEER.
  - D. Payment for Fish Passage Culvert will be made at the amount shown on the Bid Schedule under Pay Item No. 2503.1, which payment will constitute full compensation for all WORK described in Section 02503 – Fish Passage Culvert, as shown on the Drawings and as directed by the ENGINEER.
- 2.9 MAJOR STREAM CULVERT (Pay Item No. 2504.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Major Stream Culvert will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this Pay Item includes excavation, furnishing and installation of the 60-inch corrugated steel pipe, bedding, backfill, compaction, stream diversion, riprap armoring, geotextile separation fabric, and any other WORK related to the installation of the major stream culvert at approximate station 59+50, as shown on the Drawings and as directed by the ENGINEER.
  - C. Payment for Major Stream Culvert will be made at the amount shown on the Bid Schedule under Pay Item No. 2504.1, which payment will constitute full compensation for all WORK described in Section 02504 – Major Stream Culvert, as shown on the Drawings and as directed by the ENGINEER.
- 2.10 CONSTRUCTION SURVEYING (Pay Item No. 2702.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment of Construction Surveying will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. The WORK required to remove and reset all survey monuments and other survey markers disturbed by construction activities will be considered incidental to other WORK.

## SPECIAL PROVISIONS

- C. Payment for Construction Surveying will be made at the amount shown in the Bid Schedule under Pay Item No. 2702.1, which payment will constitute full compensation for all WORK described in Section 02702 - Construction Surveying, as shown on the Drawings and as directed by the ENGINEER.
- 2.11 CHAIN LINK FENCE 6-FEET HIGH (Pay Item No. 2707.1) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Fencing, including all parts, fittings, connectors, footings, and other items necessary for the proper joining of fence sections, will be measured for payment by the actual length installed, in linear feet.
  - B. Measurement will be actual linear feet of fence line installed as measured from the center of the gate posts to the center of the end posts set 20 feet inside the tree line left after clearing, or as directed by the ENGINEER, and does not include measurement across the gate. Measurement will include the actual linear feet of fencing required to construct the pedestrian pass-through gate as shown on the Drawings.
  - C. WORK required for additional clearing beyond the parking area clearing limits in order to install the fence will be considered incidental.
  - D. Payment for Chain Link Fence 6-Foot High will be made at the Unit Price shown in the Bid Schedule under Pay Item No. 2707.1, which payment will constitute full compensation for all WORK described in Section 02707 – Chain Link Fence, as shown on the Drawings and as directed by the ENGINEER.
- 2.12 HEAVY DUTY STEEL GATE (Pay Item No. 2707.2) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment of Heavy Duty Steel Gate will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents
  - B. The WORK under this pay item includes the furnishing and installation of the heavy duty steel gate to be placed at the end of the parking area/start of the pioneer road, the gate hinges, and all associated hardware and means needed to attach it securely to the gate posts, and the installation of the tie-back post for holding the gate in the open position.
  - C. Payment for Heavy Duty Steel Gate will be made at the amount shown in the Bid Schedule under Pay Item No. 2707.2, which payment will constitute full compensation for all WORK described in Section 02707 – Chain Link Fence, as shown on the Drawings and as directed by the ENGINEER.
- 2.13 SEEDING, HYDRAULIC METHOD, TYPE II (Pay Item No. 2710.1) PRICE BASED ON QUANTITY, SLURRY UNIT
- A. Seeding by the hydraulic method will be measured for payment by the number of slurry units (to the nearest 1/10 unit) of mixture actually applied to the designated area as directed by the ENGINEER.

## SPECIAL PROVISIONS

- B. Payment for Seeding, Hydraulic Method, Type II will be made at the Unit Price in the Bid Schedule under Pay Item No. 2710.1, which payment will constitute full compensation for all WORK described in Section 02710 – Seeding, as shown on the Drawings and as directed by the ENGINEER.
- 2.14 GEOTEXTILE SEPARATION FABRIC (Pay Item No. 2714.1) PRICE BASED ON QUANTITY, SQUARE YARD
- A. Measurement of Geotextile Separation Fabric will be based on the actual square yards, excluding overlaps, complete in place and accepted.
  - B. Geotextile separation fabric is a contingent item to be used when soils found at the excavation limits require stabilization, as determined by the ENGINEER.
  - C. Geotextile separation fabric to be placed under riprap at culverts, flumes and spillways, is a contingent item, and will only be used at the direction of the ENGINEER.
  - D. All geotextile separation fabric required for the Fish Passage Culvert at approximate station 29+00, the Major Stream Culvert at approximate station 59+50, and the Bridge Crossing at approximate station 97+00, as shown in the Drawings and required by the Contract Documents, and as directed by the ENGINEER, will NOT be measured for payment, but will be included in their respective structures' pay items.
  - E. Payment of Geotextile Separation Fabric will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2714.1, which payment will constitute full compensation for all WORK described in Section 02714 – Filter Cloth, as shown on the Drawings and as directed by the ENGINEER.
- 2.15 PROJECT SIGN ASSEMBLY (Pay Item No. 2718.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Project Sign Assembly will be based on the completion of the WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. The sign panel will be provided by the OWNER. All other required materials shall be provided by the CONTRACTOR.
  - C. Payment for Sign Assembly will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2718.1, which payment will constitute full compensation for all WORK described in Section 02718 - Sign Assembly, as shown on the Drawings, and as directed by the ENGINEER.
- 2.16 BRIDGE CROSSING (Pay Item No. 2740.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Bridge Crossing will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.

## SPECIAL PROVISIONS

- B. WORK under this Pay Item includes furnishing and installation of the modular steel bridge, sills, and appurtenances, excavation, construction and compaction of the bridge abutments, geotextile separation fabric, backfill, compaction, riprap armoring, stream diversion, and any other WORK related to the installation of the bridge crossing at approximate station 97+00, as shown on the Drawings and as directed by the ENGINEER.
  - C. Payment for Bridge Crossing will be made at the amount shown on the Bid Schedule under Pay Item No. 2740.1, which payment will constitute full compensation for all WORK described in Section 02740– Bridge Crossing, as shown on the Drawings and as directed by the ENGINEER.
- 2.17 A.C. PAVED DRIVEWAY LANDING (Pay Item No. 2801.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for A.C. Paved Driveway Landing will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this pay unit includes all WORK required to construct a paved driveway landing at the intersection of the parking access driveway and North Douglas Highway, as shown on the DRAWINGS and in accordance with the Contract Documents. WORK includes traffic control, saw cutting existing pavement, excavation, embankment, base course, and asphalt concrete pavement.
  - C. No volumetric measurement will be made for the quantity of materials used, including asphalt concrete pavement laid.
  - D. Tack Coat applied to existing joint surfaces prior to placement of A.C. pavement is required and will be considered incidental to other WORK.
  - E. Payment for A.C. Paved Driveway Landing will be made at the amount shown the Bid Schedule under Pay Item No. 2801.1, which payment will constitute full compensation for all WORK described in Section 02801 - Asphalt Concrete Pavement, as shown on the Drawings and as directed by the ENGINEER.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

### END OF SECTION

**SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.1, HIGHWAY LIMITATIONS, *add paragraph B. to read:***

- B. WORK involves construction of a driveway within State of Alaska Right-of-Way. CONTRACTOR shall comply with all conditions of Permit to Construct and Maintain Driveway or Approach Road on Highway Right-of-Way No. 26920.

## SPECIAL PROVISIONS

**SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.3, MAINTENANCE OF TRAFFIC, *paragraph S., add the following:***

5. All construction operations, including the asphalt paving operations, shall be conducted in a manner that results in no more than a five (5) minute stoppage of vehicular traffic on North Douglas Highway. Pedestrian traffic through the project area shall be available along at least one side of North Douglas Highway at all times.

**SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.4, CONTRACTOR’S WORK AND STORAGE AREA, *add the following paragraph:***

- D. The CONTRACTOR is responsible for securing the work site, including quarry areas, as needed for the protection of public safety. The CONTRACTOR shall provide means to keep unauthorized vehicular traffic from the project area during construction. Although heavily forested and relatively untracked, the project area is used by the general public, especially during hunting season.

**SECTION 01570 – EROSION AND SEDIMENT CONTROL, PART 1 – GENERAL, Article 1.1, THE REQUIREMENT, *add the following paragraph:***

- D. The area of disturbance for this project is approximately 15 acres.

**SECTION 01570 – EROSION AND SEDIMENT CONTROL, PART 3 – EXECUTION, Article 3.1, GENERAL, *revise paragraph A. to read:***

- A. The area of disturbance for this project is greater than 5 acres. The CONTRACTOR is responsible to prepare, submit, and maintain a SWPPP, as required by the CGP, that is in accordance with their construction methodologies and sequences. This requirement shall include the submission of a Notice of Intent (NOI) and payment of fee, and submission of a copy of the SWPPP to ADEC. Copies of the NOI and SWPPP shall also be submitted to the ENGINEER within 5 days of submittal to ADEC. The CONTRACTOR must receive written notification of authorization from ADEC that coverage has been granted, and that a specific authorization number has been assigned prior to commencement of construction activities. CONTRACTOR shall submit a copy of the ADEC notice of authorization to the ENGINEER prior to commencement of construction activities.

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 - GENERAL, *add the following Article:***

### 1.5 PROJECT SIGN ASSEMBLY REMOVAL

- A. The Project sign assembly shall be removed and the Project sign panel delivered to the CBJ Project Manager, as directed by the ENGINEER.
- B. No progress payments will be processed by the OWNER after the CONTRACTOR has been directed by the ENGINEER to remove and deliver the Project sign panel to the CBJ, until the Project sign panel has been received by the CBJ.

## SPECIAL PROVISIONS

**SECTION 02090** – BLASTING CONTROLS, PART 3 - EXECUTION, Article 3.1 CONSTRUCTION, *delete paragraph J.*

**SECTION 02202** – EXCAVATION AND EMBANKMENT, PART 2 – PRODUCTS, *delete* Article 2.7, SHOT ROCK BORROW, *replace with the following:*

### 2.7 SHOT ROCK BORROW

- A. Shot Rock Borrow for this project shall consist of 18-inch minus shot rock and shall contain no mulch, frozen material, roots, sod, or other deleterious matter. The shot rock borrow shall be evenly graded. Shot rock will be obtained from quarry rock, unless otherwise approved by the ENGINEER.

**SECTION 02202** – EXCAVATION AND EMBANKMENT, PART 2 - PRODUCTS, *add* the following Article:

### 2.9 USABLE MATERIAL FROM EXCAVATION

- A. Usable material from excavation shall meet the requirements for Embankment.

**SECTION 02202** – EXCAVATION AND EMBANKMENT, PART 3 – EXECUTION, Article 3.7, EMBANKMENT CONSTRUCTED FROM ROCK FRAGMENTS, *revise paragraph C. to read:*

- C. Shot Rock Borrow may be placed within the embankment within a single lift of 24-inches maximum.

**SECTION 02202** – EXCAVATION AND EMBANKMENT, PART 3 – EXECUTION, Article 3.6, SIDESLOPES AND DITCH GRADING, *revise Article 3.6 to read:*

### 3.6 SIDESLOPES AND DITCH GRADING

- A. Sideslopes and Ditch Grading shall include all excavation, backfill, embankment construction, compaction, grading, and other work necessary to construct drainage swales, ditches, berms, and roadway sideslopes outside the road edge as shown or described on the Drawings, in these Specifications, or as directed by the ENGINEER.
  - 1. All areas beyond the roadway that are disturbed during construction, including waste areas, shall be graded to a smooth, uniform grade and appearance, with drainage swales or ditches free of humps or low areas that cause standing water.
  - 2. Hanging or potentially dangerous rock shall be removed from the face of excavated rock road cut slopes, and overburden pulled back and removed from the top of rock cuts, as shown on the DRAWINGS or directed by the ENGINEER.
  - 3. Sideslopes and Ditch Grading shall extend to the limits necessary to provide a smooth, uniform transition from the regraded areas to the undisturbed areas. Grading limits shall be as directed by the ENGINEER.



## **SPECIAL PROVISIONS**

**SECTION 02202 – EXCAVATION AND EMBANKMENT, PART 3 – EXECUTION** *add the following Articles:*

### **3.9 PIONEER ROAD CONSTRUCTION**

- A. Pioneer Road Construction shall include all clearing, grubbing, excavation, backfill, embankment, rock excavation, blasting, borrow, shot rock borrow, compaction, ditching, grading, and other work necessary to construct a shot rock surfaced pioneer road as shown on the Drawings, in these Specifications, or as directed by the ENGINEER.
- B. Borrow material for this project may be obtained from within the marked clearing limits or from areas delineated in the Drawings for development of on-site quarries or borrow source. Development of on-site quarries and widened roadway cuts require approval of the ENGINEER.
- C. Pioneer Road clearing limits shall be flagged or otherwise marked by the ENGINEER. Pioneering operations shall not occur beyond the marked clearing limits without ENGINEER's approval.
- D. The CONTRACTOR may adjust the pioneer road alignment and grade within the marked clearing limits to better fit the topography or subsurface conditions encountered along the route, with ENGINEER's approval. Three major stream crossing structures to be installed require precision in layout and have local control. Pioneer road alignment and grade is fixed at these locations.
- E. The ENGINEER will mark sensitive (wetlands) areas. Adjustments of alignment or grade within delineated wetland areas or waters of the US require ENGINEER's approval, and is contingent upon no additional loss of permitted wetland area.
- F. Turnouts will be constructed at intervisible locations through the length of the pioneer road, where shown on the Drawings. The ENGINEER may adjust locations for visibility.
- G. Locations of construction vehicle turnarounds will be staked by the CONTRACTOR and must be approved by the ENGINEER prior to construction. None shall be placed in areas of delineated wetlands.
- H. Excess and unsuitable excavation shall be removed or wasted on-site in approved upland waste locations. Waste may be placed in quarry areas after excavation has been completed for quarry reclamation and revegetation.
- I. Stumps from trees and brush cleared but not grubbed shall be cut to a height of not more than 6 inches above surround ground.
- J. Cleared vegetation, logs, merchantable logs, slash, and stumps are to be disposed of by the contractor. Disposal methods include removal from site to an approved disposal area, burning, or other approved method. If burning, CONTRACTOR shall obtain and comply with all necessary permits, and clean up and dispose of burn pile debris. Burial of burn pile debris within fills is not acceptable.

## **SPECIAL PROVISIONS**

- K. All pioneer road construction operations shall be conducted to provide adequate drainage and minimize soil erosion per the SWPPP and Erosion and Sediment Control Plan, and to maintain compliance with the ADEC Construction General Permit, ACOE Nationwide permit and ADF&G Fish Habitat permits.

### **3.10 PARKING ACCESS DRIVEWAY CONSTRUCTION**

- A. Parking access driveway construction includes all clearing, grubbing, excavation, backfill, embankment, shot rock borrow, compaction, ditching, grading, and other work necessary to construct a shot rock surfaced driveway road as shown on the Drawings, in these Specifications, or as directed by the ENGINEER.
- B. Shot rock borrow material for the driveway may be obtained from designated on-site quarries or borrow source areas farther within the project area, as shown on the Drawings, or obtained from commercial sources outside the project area. The CBJ's Lower Fish Creek Quarry is not available as a source of shot rock borrow.
- C. Driveway clearing limits are offset from the excavation limits up to 85 ft, in places, in order to provide visibility between North Douglas Highway and the parking area. The clearing limits shall be flagged or otherwise marked by the ENGINEER. The area to be cleared either side of the driveway is delineated wetlands. Construction machinery is to stay within the footprint of the driveway excavation limits. Removal of downed trees and other clearing debris not directly reachable from the driveway excavation limits shall be done manually, or by winching or other approved method.
- D. Stumps from trees and brush cleared but not grubbed shall be cut to a height of not more than 6 inches above surround ground.
- E. Excess and unsuitable excavation shall be removed or wasted on-site in approved upland waste locations. Waste may be placed in on-site quarry areas after excavation has been completed for quarry reclamation and revegetation.
- F. The driveway is located on ADOT/PF Right-of-Way. All work must comply with the Permit to Construct and Maintain Driveway or Approach Road on Highway Right-of-Way.

### **3.11 PARKING AREA**

- A. The parking area shall be constructed to have a minimum of three 9 ft x 20 ft parallel parking stalls and five 9 ft x 18 ft diagonal parking stalls, as shown on the Drawings. Parking stalls shall be located so as not to block access to the Pioneer road or impede the opening of the gate, and constructed as shown on the Drawings.
- B. All parking stalls shall be located on CBJ land, outside the limits of ADOT/PF Right-of-Way. The ENGINEER shall mark or otherwise delineate the edge of CBJ lands.

## SPECIAL PROVISIONS

### 3.12 ON-SITE QUARRY/BORROW-SOURCE DEVELOPMENT

- A. Borrow material needed for the construction of the Project's parking access driveway, parking area, and pioneer road may be obtained from within the project's marked clearing limits, authorized widened roadway cuts, or designated on-site quarry development areas.
- B. The quarry area(s) and activities shall be included in the CONTRACTOR's SWPPP and the CGP.
- C. The CONTRACTOR shall prepare a quarry development plan. The quarry development plan shall be submitted for ENGINEER's approval at the Pre-Construction Conference. At a minimum the quarry development plan shall contain a site map (CBJ can provide topographic base map) and address the following:
  - 1. Site access
  - 2. Clearing limits
  - 3. Overburden disposal
  - 4. Site drainage, erosion, and sediment control
  - 5. Production blasting plan
  - 6. Site reclamation
- D. Delineated wetlands are adjacent to quarry development areas. Quarry development shall not disturb wetlands.
- E. Quarry areas' clearing limits shall be marked by the contractor and approved by the ENGINEER prior to clearing.

### 3.13 ROCK FACED SLOPE PROTECTION

- A. Rock Faced Slope Protection includes all WORK necessary to furnish and place a stacked covering of 3-inch or larger rock on the surface of unstable soil slopes, where directed by the ENGINEER.
- B. Rock shall be free of brush, trees, stumps, or other objectionable material.
- C. The rock shall be placed with an excavator to form a secure rock mass, with undesirable voids filled with smaller quarry rock spalls or fragments and shall be dressed to a reasonably smooth surface.

**SECTION 02203 – TRENCHING, PART 2 - MATERIALS, Article 2.2, BEDDING, *replace paragraph A with the following:***

- A. Pea gravel, or similar product, shall not be used for bedding. Class B bedding material shall be used for all pipe installed on this project.

## **SPECIAL PROVISIONS**

**SECTION 02501 – STORM SEWER PIPE, PART 2 - PRODUCTS, Article 2.1, METALIC-COATED STEEL CORRUGATED PIPE AND PIPE ARCES, *add the following paragraph:***

- D. All pipe and pipe arches larger than 48-inches in diameter installed on this project shall be metallic-coated corrugated steel.

**SECTION 02501 – STORM SEWER PIPE, PART 2 - PRODUCTS, Article 2.6, CORRUGATED POLYETHELENE PIPE, *add the following paragraph:***

- F. All culvert pipe 48-inches in diameter, or less, installed on this project shall be corrugated polyethylene pipe (CPP).

*Add the following Section:*

### **SECTION 02503 – FISH PASSAGE CULVERT**

#### **PART 1 – GENERAL**

##### 1.1 DESCRIPTION

- A. The CONTRACTOR shall install Fish Passage Culvert as shown on the DRAWINGS, in accordance with the requirements of the Contract Documents and as directed by the ENGINEER.
- B. The WORK under this Section includes providing all labor, earthwork, materials, tools, and equipment to construct the fish passage culvert including excavation, riprap, geotextile separation, culvert structure, streambed material, bedding, backfill, and other WORK directly related to this stream crossing as shown on the Drawings and as directed by the ENGINEER.

##### 1.2 SUBMITALLS

- A. Shop drawings and stamped design calculations for the pipe arch.
- B. Manufacturer cut sheets for the Geotextile Separation or approved equal.

#### **PART 2 – PRODUCTS**

##### 2.1 MATERIALS

- A. 9'-4" span x 6'-3" rise multiplate steel pipe arch culvert satisfying the following requirements:

Design Load = AASHTO H-20  
Corrugation = 3" x 1"  
Material = Steel  
Gauge = 12  
Minimum cover = 1.5 feet  
Maximum cover = 10 feet

## **SPECIAL PROVISIONS**

The contractor is recommended to contact the following manufacturers regarding culvert design and fabrication.

Contech Engineered Solutions LLC  
111 E. 100th Ave.  
Anchorage, AK 99515  
907-344-1144

- B. Riprap, Class I and Class II satisfying Section 02205 – Riprap
- C. Geotextile Separation satisfying Section 02714 – Filter Cloth
- D. Bedding, Class B satisfying Section 02203 – Trenching
- E. Usable Material from Excavation satisfying the requirements of Section 02202 – Excavation and Embankment.
- F. Streambed Material shall be salvaged from the existing streambed and reused to create the streambed inside the new culvert. If insufficient streambed material can be salvaged on site, mix two parts by volume of Subbase, Grading A and one part by volume Class I, Riprap and placed as streambed material as shown on the Drawings.

### **PART 3 – EXECUTION**

#### **3.1 GENERAL**

- A. Shop drawings and stamped design calculations for the structure must be submitted to the Engineer for approval and approval obtained before purchase. Shop drawings must be supplied by the manufacturer of the culvert.
- B. Minimum cover during construction shall be that required to protect the structure from damage or deflection. Adequate cover to protect the pipe from damage or deflection shall be maintained by the contractor at all times. Culvert damaged during construction will require complete replacement by Contractor at Contractor's expense.
- C. Install Riprap, Class II end treatments in accordance with the Drawings and Section 02205 – Riprap.
- D. Install Geotextile Separation in accordance with the Drawings and Section 02714 – Filter Cloth.
- E. Install the multiplate pipe arch culvert per the manufacture's recommendations.
- F. The CONTRACTOR shall divert flow in the existing channel around the new culvert during installation of the culvert, streambed material, and end treatments. Stream diversions shall meet the requirements of the Fish Habitat Permit associated with this stream crossing. The CONTRACTOR shall submit stream diversion plans to the ENGINEER prior to beginning WORK.

## **SPECIAL PROVISIONS**

- G. The CONTRACTOR shall construct temporary BMPs as needed to ensure compliance with the requirements of the Fish Habitat Permit and the Alaska Construction General Permit. At least one check dam shall be constructed downstream of the work area to capture fine sediment prior to construction, and will be cleaned out on project completion.
- H. The CONTRACTOR shall contact ADF&G Habitat 48 hours prior to commencing the stream diversion so they can remove and exclude fish from the work area. Call Jackie Timothy or Greg Albrecht at (907) 465- 4105.

### **END OF SECTION**

*Add the following Section:*

## **SECTION 02504 – MAJOR STREAM CULVERT**

### **PART 1 – GENERAL**

#### 1.1 DESCRIPTION

- A. The CONTRACTOR shall install Major Stream Culvert as shown on the DRAWINGS, in accordance with the requirements of the Contract Documents and as directed by the ENGINEER.
- B. The WORK under this Section includes providing all labor, earthwork, materials, tools, and equipment to construct the major stream culvert including excavation, riprap, geotextile separation, culvert structure, bedding, backfill, and other WORK directly related to this stream crossing as shown on the Drawings and as directed by the ENGINEER.

#### 1.2 SUBMITALLS

- A. Shop drawings and stamped design calculations for the pipe culvert.
- B. Manufacturer cut sheets for the Geotextile Separation or approved equal.

### **PART 2 – PRODUCTS**

#### 2.1 MATERIALS

- A. 5-foot diameter corrugated steel pipe culvert satisfying the following requirements:

Design Load = AASHTO H-20  
Corrugation = 3" x 1"  
Material = Steel  
Gauge = 12  
Minimum cover = 1 foot  
Maximum cover = 70 feet

## **SPECIAL PROVISIONS**

The contractor is recommended to contact the following manufacturers regarding culvert design and fabrication.

Contech Engineered Solutions LLC  
111 E. 100th Ave.  
Anchorage, AK 99515  
907-344-1144

- B. Riprap, Class II satisfying Section 02205 – Riprap
- C. Geotextile Separation satisfying Section 02714 – Filter Cloth
- D. Bedding, Class B satisfying Section 02203 – Trenching
- E. Usable Material from Excavation satisfying the requirements of Section 02202 – Excavation and Embankment.

### **PART 3 – EXECUTION**

#### **3.1 GENERAL**

- A. Shop drawings and stamped design calculations for the structure must be submitted to the Engineer for approval and approval obtained before purchase. Shop drawings must be supplied by the manufacturer of the culvert.
- B. Minimum cover during construction shall be that required to protect the structure from damage or deflection. Adequate cover to protect the pipe from damage or deflection shall be maintained by the contractor at all times. Any damage to new culverts resulting from inadequate cover shall be repaired immediately at the Contractor's expense.
- C. Install Riprap, Class II end treatments in accordance with the Drawings and Section 02205 – Riprap.
- D. Install Geotextile Separation in accordance with the Drawings and Section 02714 – Filter Cloth.
- E. Install the corrugated steel pipe culvert per the manufactures' recommendations.
- F. The CONTRACTOR shall divert flow in the existing channel around the new culvert during installation of the culvert, streambed material, and end treatments. Stream diversions shall meet the requirements of the Fish Habitat Permit associated with this stream crossing. The CONTRACTOR shall submit stream diversion plans to the ENGINEER prior to beginning WORK.
- G. The CONTRACTOR shall construct temporary BMPs as needed to ensure compliance with the requirements of the Fish Habitat Permit and the Alaska Construction General Permit.

## SPECIAL PROVISIONS

- H. The CONTRACTOR shall contact ADF&G Habitat 48 hours prior to commencing the stream diversion so they can remove and exclude fish from the work area. Call Jackie Timothy or Greg Albrecht at (907) 465- 4105.

### END OF SECTION

**SECTION 02702 – CONSTRUCTION SURVEYING, PART 3 – EXECUTION, Article 3.1 CONSTRUCTION, *revise paragraph H to read:***

- H. The OWNER shall mark the location of the start of the driveway at the edge of pavement and the line delineating CBJ lands/beginning of parking area. The OWNER will delineate the clearing limits and stationing for the access driveway, parking area and pioneer road. The CONTRACTOR shall perform all staking necessary to delineate grubbing limits; all slope staking; all staking of culverts and drainage structures, including the necessary checking to establish the proper location and grade to best fit the conditions on site; the setting of such finishing stakes as may be required; the staking, referencing and other actions as may be required to preserve or restore land monuments and property corners; and all other staking necessary to complete the project.

**SECTION 02702 – CONSTRUCTION SURVEYING, PART 3 – EXECUTION, Article 3.1 CONSTRUCTION, *add the following paragraphs:***

- M. The CONTRACTOR shall delineate quarry development area clearing limits for approval by the ENGINEER.
- N. Three major stream crossings shall be laid out and constructed with the precision as shown on the Drawings, using local control.
1. Fish Passage Culvert at approx. station 29+00
  2. Major Stream Culvert at approx. station 59+50
  3. Bridge Crossing at approx. station 97+00
- O. Except at the three major stream crossings requiring precision layout, the CONTRACTOR may adjust the pioneer road alignment and grade within the marked clearing limits to better fit the topography or subsurface conditions encountered along most of the route, with ENGINEER's approval, and if constructed to the following road standards:
- |  |        |
|--|--------|
| Minimum horizontal radius of curvature:  | 200 ft |
| Maximum grade from BOP to station 21+00: | 12%    |
| Maximum grade from station 21+00 to EOP: | 10%    |
- Grades will be measured for acceptance to the nearest 1%.



## **SPECIAL PROVISIONS**

**SECTION 02707 – CHAIN LINK FENCE, PART 2 – PRODUCTS, *add the following article:***

### 2.2 HEAVY DUTY STEEL GATE

- A. The heavy duty steel gate to be furnished and installed at the start of the pioneer road shall be a 16 ft long by 50-inch high (nominal), six bar tubular steel livestock type gate.
- B. The gate shall be manufactured from 2” diameter 16 gauge high tensile steel tubing with all welded construction and rolled top corners.
- C. The gate shall be hot dipped galvanized after fabrication.
- D. The gate hinges and attachment hardware shall securely attach to the gate post and support the weight of the gate without binding. The hinges shall be installed in a manner that prevents unauthorized removal of the gate or attachment hardware.
- F. Gate posts for the heavy duty steel gate shall be 6-inch diameter galvanized steel posts, set plumb, and in concrete filled 24-inch diameter CPP fully embedded in the shot rock borrow road bed, as shown on the Drawings.
- G. The open-gate tie-back post shall be a 2-1/2 inch diameter steel fence post; the same as used for the chain link fence.
- H. The gate shall be supplied with sufficient lengths of 3/8-inch chain to securely fasten it to the gate post when closed and also to the tie-back post when open, using a padlock.

**SECTION 02714 – FILTER CLOTH, PART 2 – PRODUCTS, *delete Articles 2.1, and replace with the following:***

### 2.1 GEOTEXTILE SEPARATION FABRIC

- A. The geotextile shall be woven from split film polypropylene yarns with a weave pattern to maximize strength, water flow, soil interaction and soil retention. They shall form a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.

## SPECIAL PROVISIONS

- B. The geotextile for this project shall meet the minimum requirements of Table 1.

**TABLE 1 - GEOTEXTILE SEPARATION FABRIC**

<i>Fabric Properties</i>	<i>Test Method</i>	<i>Minimum Average Roll Values</i>
Grab Tensile Strength (lbs) (weakest principal direction)	ASTM D-4632	200
Grab Elongation (%) (weakest principal direction)	ASTM D-4632	15
Trapezoid tear (lbs) (weakest principal direction)	ASTM D-4533	75
Mullen Burst (psi)	ASTM D-3786	400
Puncture (lbs)	ASTM D-4833	100
Permittivity (sec <sup>-1</sup> )	AST D-4491	0.07
AOS (US Sieve Size)	ASTM D-4751	40
UV Stability (% Strength Retained, after 500 hrs xenon arc)	ASTM-d4355	90

- C. *Layfield LP200* is an approved geotextile separation fabric.

**SECTION 02714 – FILTER CLOTH, PART 3 – EXECUTION, *delete Article 3.1 and replace with the following:***

### 3.1 CONSTRUCTION

- A. Geotextile separation fabric shall be placed in the manner and at the locations shown on the Drawings or as directed by the ENGINEER. At the time of installation, cloth shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.
- B. The surface upon which the fabric is to be placed shall be free of projections or depressions, and rocks, roots, and other sharp objects which may cause the fabric to be punctured. The fabric shall be placed without stretching and shall lie smoothly in contact with the soil or wall surface. When overlapping of strips is necessary, the joints shall be overlapped a minimum of two feet. End overlaps shall be made in the direction of flow.
- C. The fabric shall be protected at all times during construction from contamination or from damage during its installation or during placement of subsequent covering; contaminated or damaged cloth shall be replaced at the CONTRACTOR's expense, or if the ENGINEER permits, torn fabric may be patched. The aggregate material shall be cleaned from the fabric, and the torn area shall be overlain with fabric with a minimum three foot overlap around the edges of the torn area. Care shall be taken that the patch remains in place when material is placed over the affected area.
- D. The WORK shall be scheduled so that not more than 30 Days elapse between the placement of the fabric and the time it is covered with specified material.

## **SPECIAL PROVISIONS**

- E. Following placement of the fabric on the prepared surface, material of the type shown on the Drawings shall be back-dumped on the previously spread fabric or ground adjacent to the fabric and carefully pushed or spread onto the fabric by a dozer or other machinery. A minimum depth of one foot, or the depth shown on the Drawings, shall be maintained at all times between the fabric and the wheels or tracks of the construction equipment. At no time shall equipment operate on the unprotected fabric. The material shall be spread in the direction of the fabric overlap. Special care shall be taken to maintain a proper overlap and fabric continuity.

*Add the following Section:*

### **SECTION 02740 – BRIDGE CROSSING**

#### **PART 1 – GENERAL**

##### 1.1 DESCRIPTION

- A. The CONTRACTOR shall install Bridge Crossing as shown on the DRAWINGS, in accordance with the requirements of the Contract Documents and as directed by the ENGINEER.
- B. The WORK under this Section includes providing all labor, earthwork, materials, tools, and equipment to construct the bridge crossing including excavation, riprap, geotextile separation, bridge structure, sills, backwalls, guardrail, abutments, and other WORK directly related to this stream crossing as shown on the Drawings and as directed by the ENGINEER.

##### 1.2 SUBMITALLS

- A. Shop drawings and stamped design calculations for the bridge.
- B. Manufacturer cut sheets for the Geotextile Separation or approved equal.

#### **PART 2 – PRODUCTS**

##### 2.1 MATERIALS

- A. Prefabricated bridge substructure and superstructure are to satisfy the following performance specifications:
  - 1. Governing Design Code.
    - a. Design is in accordance with the AASHTO LRFD Bridge Design Specifications – 4th Edition.
  - 2. General Dimensions.
    - a. Bridge length shall be 50'-0" (straight line dimension) and shall be measured from end to end of stringer.
    - b. Bridge width shall be 16'-0" and shall be measured from inside face to inside face of rail.
    - c. Bridge shall be not be skewed, having an inside angle of 90° from edge of stringer to abutment.

## SPECIAL PROVISIONS

- d. Wearing surface shall be a running plank with a minimum 3-inch (nominal) thickness for the full width of the bridge.
- 3. Design Loadings.
  - a. HS-20 Vehicle Load plus Dynamic Load Allowance.
  - b. U-80 off-highway truck and greater
  - c. Bridge shall be designed for 1 lane of traffic.
  - d. The design ADTT (Average Daily Truck Traffic) shall be 20.
  - e. Bridge rail shall be designed in accordance with AASHTO LRFD Bridge Design Specifications – Appendix A13 Railings. Bridge rail will not be physically crash-tested.
  - f. Bridge rail shall meet the force requirements for a TL-2 rating.
- 4. Materials.
  - a. All structural steel shall be ASTM A588 weathering or galvanized steel.
  - b. Rail to be galvanized steel Thrie-Beam Rail, 10 gage thickness, with flared ends at each end of bridge. A 2-sided crystal reflector tab shall be provided to be placed 6'-3" on center.
  - c. Elastomeric pads shall be 60-Durometer Neoprene and are to be used only as leveling pads and do not meet AASHTO LRFD design criteria.
  - d. Bridge sills shall be precast concrete.
  - e. Back walls shall be ASTM A929 galvanized steel.
  - f. Wearing surface running planks shall be 3-inch thick (nom) Douglas Fir #2 or better, rough sawn, treated timbers. Treatment is ACQ 0.40 pcf or refusal.
- 5. Engineering.
  - a. Structural design of the bridge superstructure shall be performed by or under the direct supervision of a Professional Engineer, registered in the State of Alaska.
  - b. Sill design shall be based upon an assumed bearing capacity of 5,400 pounds per square foot (psf) and performed and stamped by or under the direct supervision of a Professional Engineer, registered in the State of Alaska.
  - c. Bridge drawings and calculations shall be submitted for approval prior to fabrication. Submittals shall carry the signature and seal of the Registered Professional Engineer.
- 6. Finishing.
  - a. All exposed surfaces of structural steel to be wiped cleaned. Exposed surfaces of steel shall be defined as those surfaces seen from the outside of the structure.
- 7. Installation.
  - a. Installation shall be in accordance with the manufacturer's recommendations.

The Contractor is recommended to contact the following manufacturers regarding bridge fabrication:

Big R Bridge  
P.O. Box 97  
Ravensdale, WA 98051  
253-797-8293

Contech Engineered Solutions LLC  
111 E. 100th Ave.  
Anchorage, AK 99515  
907-344-1144

## **SPECIAL PROVISIONS**

- B. Riprap, Class II satisfying Section 02205 – Riprap
- C. Geotextile Separation satisfying Section 02714 – Filter Cloth
- D. Usable Material from Excavation satisfying the requirements of Section 02202 – Excavation and Embankment.
- E. Base Course, Grading D-1 satisfying Section 02204 – Base Course.

### **PART 3 – EXECUTION**

#### **3.1 GENERAL**

- A. Shop drawings and stamped design calculations for the structure must be submitted to the Engineer for approval and approval obtained before purchase. Shop drawings must be supplied by the manufacturer of the bridge.
- B. Install prefabricated bridge substructure and superstructure in accordance with methods and instructions provided by the bridge manufacturer.
- C. Install Riprap, Class II slope protection in accordance with the Drawings and Section 02205 – Riprap.
- D. Install Geotextile Separation in accordance with the Drawings and Section 02714 – Filter Cloth.
- F. The CONTRACTOR may divert flow in the existing channel as necessary to install the bridge and abutments in accordance with the Alaska Department of Fish and Game Fish Habitat Permit. The CONTRACTOR shall submit stream diversion and temporary crossing plans to the ENGINEER prior to beginning WORK.
- G. The CONTRACTOR shall construct temporary BMPs as needed to ensure compliance with the requirements of the Alaska Construction General Permit.
- H. Excavation for the abutments shall be done in manner to ensure that stream water does not enter the excavation area, unless otherwise approved by the Engineer. Excavation shall be done to the limits shown on the DRAWINGS or as directed by the ENGINEER.
- I. Excavation for the abutments shall be done in accordance with Section 02202 – Excavation and Embankment.
- J. The CONTRACTOR shall compact the existing material at the bottom of the excavation limits for the abutments, prior to installing the shot rock borrow for the abutments.
- K. Shot Rock Borrow for the abutments shall be installed and compacted in accordance with Section 02202 – Excavation and Embankment.

## SPECIAL PROVISIONS

- L. Base Course, Grading D-1 may be placed as a leveling course under the bridge sill as approved by the ENGINEER.
- M. All WORK associated with the installation of the bridge crossing shall be done in accordance with the Alaska Department of Fish and Game Fish Habitat Permit. The CONTRACTOR shall contact ADF&G Habitat 48 hours prior to commencing the stream diversion so they can remove and exclude fish from the work area. Call Jackie Timothy or Greg Albrecht at (907) 465- 4105.
- N. Bridge shall have an elevation difference from one end to the other, equal to 0.5 feet (6 inches).

### END OF SECTION

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 - GENERAL, Article 1.1, DESCRIPTION, *revise paragraph B as follows:***

- B. Asphaltic concrete mix for this Project shall be either Type II-A, Class B, or Type III, Class B. See Table 02801-1 and Table 02801-2.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 – GENERAL, Article 1.1, DESCRIPTION, TABLE 02801-1, ASPHALTIC CONCRETE MIX REQUIREMENTS, *revise the table as follows:***

DESIGN PARAMETERS	CLASS A	CLASS B
Voids in total mix, percent	2.5 – 4.0	2.5 – 4.0%
Percent oil content	6.0 – 6.8	6.0 – 6.8%

**SECTION 02801 -- ASPHALT CONCRETE PAVEMENT, PART 2 – PRODUCTS, Article 2.1, COMPOSITION OF ASPHALT CONCRETE MIXTURES – JOB MIX DESIGN, paragraph C, *delete sub-paragraph 6 and replace with the following:***

- 6. The mix design shall be 50 blow Marshall Method.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 2 - PRODUCTS, Article 2.3, ASPHALT MATERIALS, *revise paragraph B as follows:***

- B. Asphalt cement shall be designated PG58-28.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 – EXECUTION, *add the following Article:***

#### 3.14 AC PAVED DRIVEWAY LANDING

- A. The paved driveway landing shall be constructed in accordance with Drawings, these specifications, and as directed by the ENGINEER. The paved driveway landing includes excavation of the existing North Douglas Highway shoulder and placement of shot rock borrow, 2-inch minus shot rock capped with base course grading D-1, AC pavement, and base course transition between new pavement and driveway.

## **SPECIAL PROVISIONS**

- B. Asphaltic concrete mix for this Project shall be either Type II-A, Class B, or Type III, Class B. See Table 02801-1 and Table 02801-2.
- C. The shot rock borrow used in the landing sub base shall be in accordance with Section 02202 – Excavation and Embankment. The 2-inch minus shot rock capped with D-1 shall be in accordance with Section 02202 – Excavation and Embankment, and Section 02204 – Base Course.

***END OF SPECIAL PROVISIONS***