

# CONTRACT DOCUMENTS & SPECIFICATIONS

## 4TH & STATE STORM DRAIN PROJECT

Project No. ITB-24-10

July 2024



***Prepared by:***

City of Fairbanks, Engineering Department  
800 Cushman Street  
Fairbanks, Alaska 99701

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**STATE WAGE RATES**

State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>. Use the State wage rates that are in effect 10 days before Bid Opening. The City will include a paper copy of the State wage rates in the signed Contract.

**CITY OF FAIRBANKS**  
**INVITATION TO BID NO. ITB-24-10**

Sealed bids for furnishing all labor, equipment, materials, and performing all work necessary for the **4TH & STATE STORM DRAIN PROJECT** will be received by the City Clerk's Office, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701, until 2:00 P.M. local time, JULY 30, 2024, and will immediately thereafter be publicly opened and read aloud in the Engineering Conference Room at the same address.

Work includes but is not limited to: installation of new storm drain pipe and catch basins on 4th Avenue between Badger Street and State Street to remove cross-connection between the existing storm drain system and sanitary sewer system as described in the specifications and shown on the plans for the **4TH & STATE STORM DRAIN PROJECT, ITB-24-10**.

Contract documents will be available online at <http://www.agcak.org>, <http://www.theplansroom.com>, and <https://www.fairbanksalaska.us/rfps>. The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents is retained on file at the City of Fairbanks Engineering Dept. Office in City Hall, 800 Cushman Street.

The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

PUBLISH: Fairbanks Daily News-Miner: July 12 and 14 2024

**PART I - INSTRUCTIONS TO BIDDERS**

## DIVISION 000 – INSTRUCTIONS TO BIDDERS

**00-1.00 CONSTRUCTION DOCUMENTS ONLINE.** Contract documents are available only electronically at <http://www.agcak.org>, <http://www.theplansroom.com>, and <https://www.fairbanksalaska.us/rfps>. The Associated General Contractors Plans Room is located at 3750 Bonita Street in Fairbanks (907) 452-1809, and at 8005 Schoon Street in Anchorage (907) 907-561-5354. The Plans Room LLC in Anchorage is located at 4831 Old Seward Highway, Suite 202, (907) 563-2029. For the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents, construction plans, and technical specifications is retained on file at the City of Fairbanks Engineering Department Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

**00-1.01 RECEIPT AND OPENING OF BIDS.** The City of Fairbanks, Alaska (hereinafter called the “Owner”), invites bids submitted on the forms described herein. Bids including any amendments or withdrawals must be received by the City Clerk's Office, at or prior to, the designated time. Bids not received by the City Clerk's Office at, or prior to, the designated time will not be accepted and will be returned to the bidder unopened. Mailed or hand-delivered envelopes containing the bids must be sealed, addressed to the City Clerk at 800 Cushman Street, Fairbanks, Alaska 99701-4615, and designated as specified in the “Invitation to Bid.” Faxed bid amendments must be addressed to City Purchasing Agent. Fax number: (907) 459-6731.

**000-1.03 BID SECURITY.** Bid security is required with each bid in the following amount:

1. Ten Percent of the amount of the bid if the bid does not exceed \$100,000; or
2. Ten percent of the first \$100,000 and five percent of the amount of the bid over \$100,000 if the bid exceeds \$100,000 up to a maximum of \$200,000 in security.

**000-1.04 EQUAL OPPORTUNITY.** The City of Fairbanks hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

**000-1.06 BID QUESTIONS.**

All questions relating to bidding procedures, design features, constructability, quantities, discrepancies, request for correction, or other technical aspects of the project must be submitted via email to the City of Fairbanks Engineering Department via [kloaiza@fairbanks.us](mailto:kloaiza@fairbanks.us), attention Kirsten Loaiza, Project Manager.

Questions must be submitted to the Owner via the City website at least seven calendar days prior to the date fixed for the opening of the bids. The Owner will provide all such corrections and any supplemental instructions in the form of addenda electronically to:

- <http://www.agcak.org>
- <http://www.theplansroom.com>
- <https://www.fairbanksalaska.us/rfps>

**000-1.07 OTHER INFORMATION:**

Bid results are available after the bid opening by accessing the City of Fairbanks home page at <https://www.fairbanksalaska.us/rfps>.

The Standard Specifications for Highway Construction [English Edition] dated 2020 can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>.

**000-1.08 CONTRACT QUANTITIES IN BID SCHEDULE.** The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

This project contains pay items with contract quantities as defined with technical and special provisions.

**000-1.09 CONTRACT AWARD.**

1. Except as provided in the Code of Ordinances, City of Fairbanks, Alaska, also cited Fairbanks General Code (FGC); contract award authority is by resolution of the City Council.
2. The awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder as provided in the FGC and these contract documents and specifications.
3. Local bidder preference will be used as a criterion in awarding this bid. (The provisions of local preference are not applicable to any contract funded by a Federal or State grant which expressly prohibits a local preference in awarding contracts.)

**000-1.10 REQUIRED DOCUMENTS.** Each bid must be submitted on the prescribed forms.

Required for Bid. Bids will not be considered if the following documents are not filled out completely and submitted at the time of bidding:

1. Bid and Non-Collusion Affidavits
2. Bid Schedule(s)
3. Bid Bond (with Power of Attorney when appropriate)
4. Legible reproduction of current Alaska Contractor's License or Certified License Statement
5. Copy of Current Alaska Business License
6. Copy of Current City of Fairbanks Business License

Required After Notice of Apparent Low Bidder. The apparent low bidder is required to complete and submit the following document within ten working days after receipt of written notification:

1. Sub-Contractors List

Required for Award. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Construction Contract (Agreement)
2. Contract Bond (Performance)
3. Contract Bond (Payment)
4. Contractor's Questionnaire
5. Certificate of Insurance (from carrier)
6. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)

**000-1.11 CHANGE IN PREVAILING WAGE REQUIREMENTS.** The Department of Labor and Workforce Development (DOLWD) proposed a revised regulatory definition of "on-site" in 8 AAC 30.910 to clarify the scope of activities covered by Alaska's Little Davis Bacon Act (AS 36.05.010-AS 36.05.110). For a copy of the revised definition of 8 AAC 30.910, go to: <http://labor.alaska.gov>.

DOLWD will enforce the revised provisions on all projects with a bid opening date on or after February 15, 2011. Prospective bidders on projects with a bid opening date on or after February 15, 2011, must consider the impact of the revised regulation and bid accordingly. DOLWD will not enforce the new "onsite" definition on projects with a bid opening date prior to February 15, 2011.

**000-1.12 USING APPRENTICES.** Contractors must comply with Administrative Order 226, which establishes a 15% goal for hiring apprentices in certain job categories; on highway, airport, harbor, dam, tunnel, utility or dredging projects financed by the State of Alaska. This Administrative Order will apply to all such projects advertised after September 1, 2005, where the project construction cost exceeds 2.5 million dollars.

For additional details, please visit: <http://labor.alaska.gov/lss/forms/ApprenHireReq.pdf>.

**000-1.13 SPECIAL NOTICE TO BIDDERS.** The City of Fairbanks may cancel this solicitation either before or after bid opening, but prior to the issuance of the "Notice of Intent to Award" under Subsection 103-1.03 of the Standard Specifications for Highway Construction, 2020 Edition, if it is determined that award is not in the best interest of the City.

The City also reserves the right to cancel this solicitation after issuance of the "Notice of Intent to Award" and the declared apparent low bidder for the project is cautioned to not proceed with any aspect of contract performance until a "Letter of Award" and "Notice to Proceed" have been issued by the City. The apparent low bidder is not relieved from any of the procedural requirements of Section 103 of the Standard Specifications for Highway Construction, 2020 Edition. By submitting a bid for this project, the bidder agrees that the City will not provide compensation for, nor be held liable for, any bidder or

prospective contractor incurred costs associated with bid preparation or other prospective contractor incurred costs.



**CITY OF FAIRBANKS**  
**BID AFFIDAVIT**  
**ITB-24-10**

Bid of \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_\*,  
to the CITY OF FAIRBANKS, a municipal corporation of the State of Alaska (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **4TH & STATE STORM DRAIN PROJECT**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by September 30, 2024. BIDDER further agrees to pay liquidated damages in accordance with the Contract Documents.

BIDDER acknowledges receipt of the following ADDENDA (give number and date of each):

Addenda	Date Issued	Addenda	Date Issued

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**ON ATTACHED BID SCHEDULE(S)**

*Respectfully submitted:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

UNITED STATES OF AMERICA  
STATE OF ALASKA

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name of Officer) (Firm Name)  
\_\_\_\_\_, being duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, a bidder, on the contract to be awarded, by the City of Fairbanks of the State of Alaska, for the construction of that certain project designated as: the **4TH & STATE STORM DRAIN PROJECT**, located at Fairbanks, Alaska, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
(Signature)  
Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**BID SCHEDULE**

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

<b>City of Fairbanks ITB-24-10</b>		<b>4TH &amp; STATE STORM DRAIN PROJECT</b>			
<b>BID SCHEDULE</b>		<b>BASE BID</b>			
Item No.	Item Description	Pay Unit	Quantity	Unit Price	Amount Bid
202.0001.0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	ALL REQUIRED		
308.0001.0000	CRUSHED ASPHALT BASE COURSE	SQUARE YARD	960		
401.0001.002B	HMA, TYPE II; CLASS B	TON	120		
401.0004.0000	ASPHALT BINDER, GRADE 52E-40	TON	7		
603.0021.0012	CORRUGATED POLYTHELYENE PIPE 12 INCH	LINEAR FOOT	315		
604.0003.0000	RECONSTRUCT EXISTING MANHOLE	EACH	1		
604.0004.0000	ADJUST EXISTING MANHOLE	EACH	2		
604.0005.000A	INLET, TYPE A	EACH	5		
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	ALL REQUIRED	LUMP SUM		
642.0001.0000	CONSTRUCTION SURVEYING	ALL REQUIRED	LUMP SUM		
643.0002.0000	TRAFFIC MAINTENANCE	ALL REQUIRED	LUMP SUM		
A: Total Base Bid:					
B: Local Bidders Preference (5%), \$50,000 max.					
(A – B): Adjusted Base Bid Amount:					

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the CITY OF FAIRBANKS, ALASKA as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF FAIRBANKS a certain Bid, attached hereto, and hereby made a part hereof to enter into a contract in writing, for the **4TH & STATE STORM DRAIN PROJECT**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**BID BOND (continued)**

\_\_\_\_\_ (L.S.)  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**CITY OF FAIRBANKS**

**BID MODIFICATION**

**4TH & STATE STORM DRAIN PROJECT**

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

Note: All revisions must be made to the unadjusted bid amount (s).

Changes to the adjusted bid amounts will be computed by the City.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>REVISION TO UNIT BID PRICE</b>	<b>REVISION TO UNIT BID AMOUNT</b>

**TOTAL REVISION: \$** \_\_\_\_\_

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

\_\_\_\_\_  
Responsible Party Signature Date

This form may be duplicated if additional pages are needed.

**CONTRACTORS QUALIFICATION QUESTIONNAIRE**

**A. FINANCIAL**

1. Have you ever failed to complete a contract due to insufficient resources?  
 No  Yes If YES, explain:

2. Describe any arrangements you have made to finance this work:

**B. EQUIPMENT**

1. Describe the equipment you have available and intend to use for this project. List the item, quantity, make, model, size/capacity and present market value.

2. What percent of the total value of this contract do you intend to subcontract? \_\_\_\_\_ %

3. Do you propose to purchase any equipment for use on this project?  
 No  Yes If YES, describe type, quantity, and approximate:

4. Do you propose to rent any equipment for this work?  
 No  Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?  
 Yes  No If NO, please explain:

**C. EXPERIENCE**

1. Have you had previous construction contracts or subcontracts with the State of Alaska?  
 Yes  No  
Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

**I hereby certify that the above statements are true and complete.**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**SUB-CONTRACTOR LIST**

The apparent low bidder shall complete this form and submit it so as to be received by the City Engineer prior to the close of business on the tenth working day after receipt of written notice from the City.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as Applicable:

- All work on the above-referenced contract will be accomplished without sub-contracts greater than 1/2 of 1% of the contract amount.

OR

- Sub-contractor List is as follows, in accordance with Fairbanks General Code 54-162.

Firm Name, Address, Telephone No.	Alaska Business License No., Contractor's Registration No.	Scope of Work to be Performed

Continue sub-contractor information on additional sheets as necessary.

I hereby certify the above listed firms possessed current Alaska Business Licenses and Contractor Registrations that were valid on the day of the bid opening for this project.

\_\_\_\_\_  
 Signature of Authorized Company Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

### CONSTRUCTION CONTRACT (AGREEMENT)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between \_\_\_\_\_, hereinafter  
(the official name, form of organization, and address of Contractor - if partnership, name of partners)  
called the "Contractor" and City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615,  
hereinafter called the "Owner".

WHEREAS, pursuant to the invitation of the Owner, extended through an officially published "Advertisement for Bids," the Contractor did in accordance therewith, on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, file with the Owner a Bid containing an offer which was invited by said notice; and

WHEREAS, the Owner has determined said offer was the lowest and best submitted:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain specifications entitled: **4TH & STATE STORM DRAIN PROJECT** and *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full.

Second: That in consideration of faithful compliance with the terms and conditions of this Agreement the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of:

\_\_\_\_\_  
(the basic contract price both in words and figures)

which sum is subject, however, to increase or decrease in such proportion as the quantities named in the proposal are so changed, all as in the specifications and proposal provided.

Third: That the time of completion is **OCTOBER 15, 2024**.

Fourth: That the contract documents which are hereby made a part of this Agreement by actual attachment or by this reference thereto are as follows:

1. The "Advertisement for Bids" - being the invitation to submit a proposal;
2. The Specifications named above by title;
3. The Detailed Plans listed and described in said specifications, together with those which may be issued as supplements thereof; and
4. The Bid of the Contractor, referred to as the Bid Schedule, which was submitted on \_\_\_\_\_, 2024, the original or a conformed copy of which is hereto attached and marked "Exhibit A".

**CONSTRUCTION CONTRACT (AGREEMENT) (Continued)**

IN WITNESS WHEREOF, Contractor and Owner have caused this Agreement to be executed on the day and year first above written.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name, Title)

(SEAL) And/Attest \_\_\_\_\_

Witness: (If individual or Partnership)  
\_\_\_\_\_  
(Name)

-----

CITY OF FAIRBANKS, FAIRBANKS, ALASKA  
(Owner)

(SEAL) By: \_\_\_\_\_  
DAVID PRUHS, Mayor

Attest: \_\_\_\_\_  
DANYIELLE SNIDER, City Clerk

Approved as to substance: \_\_\_\_\_  
ROBERT PRISTASH, P.E., City Engineer

Approved as to form: \_\_\_\_\_  
THOMAS CHARD, City Attorney Date

**CONTRACT BOND (PERFORMANCE)**

KNOW ALL BY THESE PRESENT:

That \_\_\_\_\_ of \_\_\_\_\_  
as principal(s) and \_\_\_\_\_ of \_\_\_\_\_ as  
surety(sureties) are firmly bound and held unto the City of Fairbanks in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America, for the payment whereof well and truly to be  
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by  
these presents.

The amount of the Performance Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, for construction of the **4TH & STATE STORM DRAIN  
PROJECT** said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principals shall well  
and truly perform and complete all obligation and work under said contract and the proposal, and special  
conditions attached hereto and made a part hereof and or the plans and specifications of the City of  
Fairbanks, or the specifications of any participating Local, State or Federal Agency when such  
specifications are designated by the City of Fairbanks as those governing the conduct of construction  
under this contract of which reference is hereby made and which are by reference made a part hereof  
according to the terms as the same are now constituted or as they may hereafter be modified in  
accordance with the provisions of said contract and specifications and during the life of any guarantee  
required under the contract, and if the said principals shall comply with all requirements of law and shall  
indemnify and save harmless the City of Fairbanks and employees thereof against any damage or loss  
which they or any of them may suffer or for which they or any of them become liable by the default of  
said principals, or by any neglect or carelessness on the part of said principals, their agents, servants or  
employees in the performance of said contract, then these presents shall become void, otherwise they  
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, Alaska, this \_\_\_\_\_  
day of \_\_\_\_\_ 2024.

Principals: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT BOND (PERFORMANCE) (Continued)**

Countersigned: \_\_\_\_\_

(Corporation Seal)

Sureties: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
THOMAS CHARD, City Attorney

\_\_\_\_\_  
Date

**CONTRACT BOND (PAYMENT)**

KNOW ALL BY THESE PRESENT:

That \_\_\_\_\_ of \_\_\_\_\_  
as principal(s) and \_\_\_\_\_ of \_\_\_\_\_ as  
surety(sureties) are firmly bound and held unto the City of Fairbanks in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America, for the payment whereof well and truly to be  
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by  
these presents.

The amount of the Payment Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, for construction of the **4TH & STATE STORM DRAIN  
PROJECT** said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if the said principals shall  
comply with all requirements of law and pay, as they become due, all just claims for labor performed and  
materials and supplies furnished upon or for the work under said contract, whether said labor be  
performed and said materials and supplies be furnished under the original contract, any subcontract or  
any and all duly authorized modifications with the percentage of change limitations as set forth in the  
specifications; and if the principals shall indemnify and save harmless the City of Fairbanks and employees  
thereof against any damage or loss which they or any of them may suffer or for which they or any of them  
become liable by the default of said principals, or by any neglect or carelessness on the part of said  
principals, their agents, servants or employees, then these presents shall become void, otherwise they  
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, Alaska, this \_\_\_\_\_  
day of \_\_\_\_\_ 2024.

Principals: \_\_\_\_\_  
\_\_\_\_\_

Countersigned: \_\_\_\_\_

**CONTRACT BOND (PAYMENT) (Continued)**

(Corporation Seal)

Sureties:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
THOMAS CHARD, City Attorney

\_\_\_\_\_  
Date

**CERTIFICATE OF RELEASE**

TO: CITY OF FAIRBANKS, ALASKA

FROM: \_\_\_\_\_  
(Name of Contractor)

RE: Contract entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2024

with \_\_\_\_\_  
(Contractor) (Address)

\_\_\_\_\_ for the construction of the  
**4TH & STATE STORM DRAIN PROJECT**, located in the town of Fairbanks, Alaska.

KNOW ALL BY THESE PRESENT:

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors or other arising out of the performance of this contract, which might be asserted against the CITY OF FAIRBANKS and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF FAIRBANKS, the undersigned will indemnify and save harmless the CITY OF FAIRBANKS from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF FAIRBANKS of all sums payable to the undersigned by the CITY OF FAIRBANKS under or pursuant to the above mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF FAIRBANKS has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF FAIRBANKS to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.
- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of Fairbanks by the Contractor have been paid in full.



**CERTIFICATE OF RELEASE (Continued)**

F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF FAIRBANKS from all claims arising under or by virtue of said contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_, being first duly sworn on oath, deposes and says that they  
(Name)  
are the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Company)

Second, that they have read the foregoing certificate and subscribed it as the

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Company)

The matters and things stated herein are, to the best of their knowledge and belief, true.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Alaska

My Commission Expires: \_\_\_\_\_

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

---

TO: CITY OF FAIRBANKS  
800 Cushman Street  
Fairbanks, Alaska 99701-4615

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

\_\_\_\_\_, SURETY COMPANY

on bond of

\_\_\_\_\_, CONTRACTOR

HEREBY APPROVES OF THE FINAL PAYMENT TO THE Contractor, and agrees that final payment to the Contractor does not relieve the Surety Company of any of its obligations to:

\_\_\_\_\_, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Surety Company

ATTEST:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## **PART II – GENERAL PROVISIONS**

DIVISION 100 – STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION FOR THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE MODIFIED AS FOLLOWS:

**SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

01/20/15 (N5)

*Add the following subsection:*

**107-1.22 NOISE ABATEMENT.** The Contractor will not disturb the peace in contravention of any applicable local Ordinance. Within the City of Fairbanks, the applicable ordinance is FGC Section 46-42. Any noise within the City of Fairbanks as described in FGC Section 46-42(A)(3) will be limited to the hours of 7 a.m. to 11 p.m. unless exempted by FGC Section 46-42(E).

### **PART III - CITY SUPPLEMENTAL CONDITIONS**

DIVISION 100 - GENERAL PROVISIONS OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE FURTHER MODIFIED BY THIS PROJECT AS FOLLOWS:

**SECTION 101  
DEFINITIONS AND TERMS**

**SECTION 101-1.01 GENERAL.** *Add the following:* In all specifications, DELETE all references to "Department" or "State" or "State of Alaska" or "The State of Alaska Department of Transportation and Public Facilities" and REPLACE with: "City" (meaning the City of Fairbanks). Also, DELETE all references to "Contracting Officer" and REPLACE with: "City Engineer".

**SECTION 101-1.03 DEFINITIONS.** *Add the following:*

**SUBMITTAL.** A bound document prepared by the contractor consisting of a compilation of product data, shop drawings calculations, certifications and reports to be submitted to the Engineer.

**SECTION 102  
BIDDING REQUIREMENTS AND CONDITIONS**

**102-1.07 BID GUARANTY.** *DELETE the second sentence and SUBSTITUTE the following:* The guaranty must be unconditionally payable to the City of Fairbanks and must be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

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

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**103-1.01 CONSIDERATION OF BIDS.** *In the first sentence of the fourth paragraph after "...may protest a proposed Award of contract" add the following:* "..., award of a contract, or a solicitation for construction ..."

**103-1.06 INSURANCE REQUIREMENTS.**

DELETE Item 1: Workers' Compensation and see new subsection Certificate of Insurance.

DELETE Item 2: Commercial General Liability and see new subsection Certificate of Insurance.

DELETE Item 3: Automobile Liability and see new subsection Certificate of Insurance.

DELETE 4th paragraph and SUBSTITUTE the following:

The City of Fairbanks shall be named as an additional insured on policies required by paragraphs 2 through 4 above. All of the above insurance coverages will be considered to be primary and noncontributory to any other insurance carried by the City of Fairbanks, whether through self-insurance or otherwise.

Add the following [new] subsections:

**Certificate of Insurance**

Contractor must furnish a certificate of insurance within 10 days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a 30-day notice prior to cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy must be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement must be endorsed to provide that such insurance applies as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement must be endorsed to name the Owner as additional insured. All insurance must be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance must be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage must be included for such injuries or claims. The coverage must include waiver of subrogation against the City.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. **Limits may be a combination of primary and excess (umbrella) policy forms.**

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

4. Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor, and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, must specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. (Only if applicable)

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or where requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements must reference policy number and the project name and project number. The Owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Fairbanks its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner is entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

**SECTION 104  
SCOPE OF WORK**

*Add the following [new] subsections:*

**104-1.07 RECORD DRAWINGS.** The Contractor shall maintain a "mark-up" set of plans which shall be revised by the Contractor as the work progresses to reflect current conditions. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc. encountered or installed.

The mark-up plans become the property of the City prior to final acceptance and payment of demobilization.

**104-1.08 CLAIMS FOR ADJUSTMENTS AND DISPUTES.** All submitted cost and price data must be certified according to FGC Section 54-345 COST OR PRICING DATA.

No time related claims will be compensated to the contractor for owner delay prior to the Contractual End Date.

**SECTION 105  
CONTROL OF WORK**

**105-1.18 WARRANTIES.** *Add the following:*

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy of the premises by the Owner constitutes an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work resulting therefrom which shall appear within a period of one year from the date of the substantial completion of Work, unless a longer period is specified. The Owner or Engineer will give notice of observed defects with reasonable promptness.

**SECTION 106  
CONTROL OF MATERIAL**

**106-1.03 TESTING AND ACCEPTANCE.** *DELETE item 2. entirety and SUBSTITUTE the following:*

2. ACCEPTANCE TESTING. The City has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The City will sample materials and perform acceptance tests at its expense except as otherwise stated. The cost of tests that fail to meet specification requirements will be deducted from the Contract price. Samples will be taken by a qualified testing firm or representative of the Owner. Copies of tests will be furnished to the Contractor upon request.

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

**SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**107-1.01 LAWS TO BE OBSERVED.** *Add to the end of the first paragraph the following:* The Fairbanks General Code is available electronically from the City of Fairbanks web site: <http://www.fairbanksalaska.us/>. Under "Government" click "City Code Online Library" and it will direct you to "Code of Ordinances Fairbanks, Alaska" and notice in particular Chapter 54 - Procurement.



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

6. Hazardous Materials. Add the following:

- g. Fuel storage facilities may not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifoldd tanks and bladders are considered as a container. Vehicle refueling may not occur within the annual floodplain.

**107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS.** Add the following:

The Contractor's responsibility for damage claims under this section specifically includes all actionable damages, including, but not limited to, claims of damage to structures, retaining walls, utilities, machinery and vibration-sensitive business operations, caused by vibrations which are produced by the execution of this contract. The Contractor shall be liable for all expenses incurred to resolve all such damage claims, at no cost to the City.

Add the following new Subsection:

**107-1.22 NOISE ABATEMENT.** The contractor shall comply with FGC Section 46-42 which states, in part, as follows:

(A) A person commits the offense of disturbing the peace if:

- (3) Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operation or use is disturbing the peace and privacy of others.

(E) Exemptions. The following sound or noise is not prohibited by this Section:

- (3) Noise necessarily produced in the course of work required to protect persons or property from an imminent peril.
- (4) Noise produced by any activity for which a permit has been issued pursuant to paragraph (E) of this Section.

(F) Applications for a permit for relief from the application of this Section to any activity on the basis of undue hardship may be made to the City Mayor or his duly authorized representative. Any permit granted by the City Mayor hereunder must contain all conditions upon which such permit has been granted and must specify a reasonable time that the permit will be effective. The City Mayor, or his duly authorized representative, may grant the relief as applied for if he finds:

- (1) Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this Section; or
- (2) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other paragraphs of this Section; and
- (3) No other reasonable alternative is available to the applicant.

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

**SECTION 108  
PROSECUTION AND PROGRESS**

01/01/22 (HSM20-41)

**108-1.01 SUBCONTRACTING OF CONTRACT.** In item 1.g delete "AS 45.45.101(a)" and substitute the following: AS 45.45.010(a).

In item 2.f delete "AS 45.45.101(a)" and substitute the following: AS 45.45.010(a).

**108-1.03 PROSECUTION AND PROGRESS.** *Delete the last sentence of the first paragraph in its entirety and substitute the following:* The Contractor shall submit the following documents to the Engineer at least 15 working days before the preconstruction conference:

**108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME, AND SUSPENSION OF WORK.** *Delete in entirety and substitute the following:* Time is of the essence under this Contract. The Work to be done under the Contract must be completed in its entirety within the time specified in the Contract Documents. The date of commencement will be the date established in the Notice to Proceed. If there is no Notice to Proceed, it will be the date of the agreement signed by the Owner and the Contractor. The Engineer may at their discretion recommend that the Owner extend the time for completion of the Work without invalidating any of the provisions of the Contract and without releasing the surety. Extensions of time, when recommended by Engineer, will be based upon the effect of delays to the Project as a whole and will not be recommended for non-controlling delays to minor included portions of the work unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole. Acts of God, inclement weather, governmental regulations, labor disputes, strikes, fires, required extra work or any delay totally beyond the control of the Contractor may justify an extension of time. No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor or their subcontractors.

All time extensions requested by Contractor must be made to Engineer in writing on or before the tenth day following the day in which the alleged delay is said to have occurred and any claim for extension of time must state explicitly the reasons therefore or and the number of days claimed. Should Contractor fail to file such written claim for extension of time within the period provided they shall have abandoned any claim, therefore.

Unless otherwise provided herein, Contractor’s sole remedy for any justified delay in the Work will be an extension of time, and they will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind except for such delays as maybe caused solely by any fault of Owner.

The Engineer, by written order, may suspend Work on the Project, in whole or in part, for such periods as they may judge necessary due to inclement weather, unforeseen emergency conditions, or to expedite public traffic. When the Work is suspended for one or more calendar days by order of the Engineer, the time for completion will be increased, except as hereinafter stated. In those instances where the Engineer orders suspension of the Work for failure by the Contractor to carry out contractual provisions, or for failure to carry out orders given by the Engineer within the limits of the Contract, the Contractor will not be entitled to an increase in the time for completion.

07/01/22 (HSM20-43)

**108-1.07 FAILURE TO COMPLETE ON TIME.** *Replace Table 108-1 with the following:*

**TABLE 108-1  
 DAILY CHARGE FOR LIQUADATED DAMAGES  
 FOR EACH CALENDAR DAY OF DELAY**

Original Contract Amount		Daily Charge
From More Than	To and Including	
\$ 0	500,000	\$1,400
500,000	1,000,000	1,700
1,000,000	5,000,000	2,600
5,000,000	10,000,000	3,800
10,000,000	25,000,000	4,500
25,000,000	-----	6,600

**SECTION 109**

## MEASUREMENT AND PAYMENT

**109-1.01 GENERAL.** *Add the following:* All payments requested by the Contractor will be developed by the Contractor in a form acceptable to the Engineer. Pay estimates will be submitted by the Contractor and must be approved by the Engineer.

**109-1.02 MEASUREMENT OF QUANTITIES.** *Under subtitle (2) Electronic Computerized Weighing System. item (a) Computer. add the following to the end of the first sentence: ",a CD, or a USB device."*

**109-1.06 PROGRESS PAYMENTS.** *Add the following:* The City shall initiate procedures to pay the Contractor according to FGC Sec. 54-105 within 15 days after the Contractor submits to the City a bill for materials provided or services performed and a sworn statement that all employees employed on the Project by the Contractor and all subcontractors have been paid not less than the established prevailing rate of pay as determined and published by the State of Alaska, Department of Labor.

Progress payments under the Contract will be made at the request of the Contractor based upon pay estimates to be furnished by the Contractor and approved by the Engineer. The Engineer reserves the right to alter quantities claimed in the partial estimate to reflect what are, in Engineer's opinion, the true quantities for the payment time period.

**109-1.08 FINAL PAYMENT.** *DELETE the first sentence of the first paragraph and substitute the following:* When the project has been completed as provided in Subsection 105-1.15, the Contractor will prepare for approval by the Engineer the final estimate of the quantities of the various classes of work performed.

*Add the following to the last sentence of the first paragraph:* and the Consent of Surety Company to Final Payment form is executed and received.

END OF SECTION

## **PART IV - TECHNICAL & SPECIAL PROVISION**

SECTIONS 200s-700s OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 202  
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**202-3.01 GENERAL.** *Add the following paragraphs:* Remove and dispose of any existing utilities that are in conflict with the construction of new utilities, including but not limited to storm drain, sanitary sewer, and water systems. Existing utilities are not to be removed until temporary services have been provided, or the new utilities have been installed, tested, and approved by the Engineer.

All existing structures that are to be abandoned within right-of-way, easements (temporary or permanent), or project limits shall have all penetrations plugged by an approved method, be saw-cut to a minimum of 4 feet below finish grade and be filled with clean backfill material.

All existing pipe or conduit that are to be abandoned within right-of-way, easements (temporary or permanent), or project limits shall have all open ends plugged by 12" of sprayed urethane foam, 4" of concrete, or filled with slurry, as shown on plans or directed by the Engineer.

**202-3.03 REMOVAL OF BRIDGES, CULVERTS, AND OTHER DRAINAGE STRUCTURES.**

1. **Culverts and Minor Structures.** *Add the following after the last sentence:* Any pipe that is not in conflict with the construction of new facilities shall be abandoned in place in accordance with 202-3.01 GENERAL and the plans. All removed existing storm drain. All removed drainage structures are to be delivered to City of Fairbanks Public Works yard at 2121 Peger Road.

*Delete subsection 202-3.04 REMOVAL OF PIPE in its entirety and substitute the following:*

**202-3.04 REMOVAL OF PIPE.** Contractor is to remove any pipe that is in conflict with construction of new facilities. All removed storm drain pipe, sanitary sewer conduit or water conduit is to become the property of the contractor. Any pipe or conduit that is not in conflict with the construction of new facilities shall be abandoned in place in accordance with 202-3.01 and the Plans.

*Add the following subsections:*

**202-3.07 SUPPORT OF EXISTING POLES AND APPURTENANCES.** By any means necessary, provide temporary support of existing utility poles, signal poles, luminaire poles, yard poles, anchors, fencing, and other associated poles and appurtenances which are affected by construction activities. Maintain existing power and communications, by any means necessary.

**202-3.08 PROTECTION OF EXISTING PLANTS.** Where plant roots are exposed by sidewalk or other structure removal operations, at the direction of the Engineer, either clip exposed roots or place roots into a temporary mulched bed and water thoroughly. Clip roots that will be under sidewalk that is not placed over street tree planting cells. Mulch roots that are back of sidewalk or will be in street tree planting cells. Where placed in a temporary mulched bed, keep damp for the full period that plant roots are exposed. Through the Engineer, coordinate with Owner by providing 48-hours' notice prior to structure removal where roots may be exposed to allow the Owner to observe removal operations and determine whether uncovered roots are to be clipped or protected.

**202-5.01 BASIS OF PAYMENT.** *Delete the first paragraph and substitute the following:*

Item 202.0001.0000 Removal of Structures and Obstructions. Payment includes removing, salvage of, disposing of, or relocating of, all structures and obstructions, abandonment of existing structures, pipe, or conduit, and everything described in the above subsections, encountered within the right-of-way, easements (temporary and permanent), and project limits, under the provisions of this subsection, that are not to be paid for under separate bid items within the bid schedule.

Payment also includes preserving, protecting, or replacing existing landscaping, structures, or other appurtenances to original/existing conditions.

Payment includes the temporary support, by any means necessary, of existing utility poles, signal poles, luminaire poles, yard poles, anchors, fencing, and other associated poles and appurtenances. Payment also includes any means necessary required to maintain existing power and communications.

Payment to provide temporary services is subsidiary and will not be paid for as extra work.

All work required to deliver removed drainage structures to the City of Fairbanks Public Works yard at 2121 Peger Road is subsidiary to 202.0001.0000.

### SECTION 301 AGGREGATE BASE AND SURFACE COURSE

**301-5.01 BASIS OF PAYMENT.** *Add the following:*

Aggregate Base Course, Grading D-1 shall not be measured for payment but shall be subsidiary to respective 603 and 604 pay items. Work shall include all labor, materials, supervision, preparation, and incidentals.

### SECTION 304 SUBBASE

**304-5.01 BASIS OF PAYMENT.** *Add the following:*

Subbase, Grading F shall not be measured for payment but shall be subsidiary to respective 603 and 604 pay items. Work shall include all labor, materials, supervision, preparation, and incidentals.

### SECTION 401 HOT MIX ASPHALT PAVEMENT

08/04/22 (N76)

**401-2.08 RECYCLED ASPHALT PAVEMENT.** *Add the following:* The maximum amount of RAP in the HMA is limited to 10%.

**401-2.09 JOB MIX DESIGN.** *Delete the last two rows of Table 401-1 HMA MARSHALL DESIGN REQUIREMENTS.*

**401-3.17 JOINTS.** *Add the following:* Paving at intersection of crown shall be accomplished by marking the crown line and sawcut prior to paving.

**401-3.18 SURFACE REQUIREMENTS AND TOLERANCES.** *Add the following:* When Item 401.0010.\_\_\_\_ appears in the Bid Schedule, profiler measurements will be taken on through lanes and passing lanes.

### SECTION 550 COMMERCIAL CONCRETE

**550-5.01 BASIS OF PAYMENT.** *Delete the first sentence and substitute the following:* If Items 550.0001.\_\_\_\_, 550.0002.\_\_\_\_, 550.0003.\_\_\_\_, 550.0004.\_\_\_\_, 550.0005.\_\_\_\_, or 550.0006.\_\_\_\_ do not appear in the Bid Schedule concrete is subsidiary to other items.

### SECTION 603 CULVERTS AND STORMDRAINS

**603-1.01 DESCRIPTION.** *Add the following:* All existing pipes to be lengthened, shortened, or modified shall be cleaned out.

**603-2.01 MATERIALS.** *Add the following:* All storm drain pipe shall be water-tight, corrugated polyethylene pipe (CPP) ADS N-12 WT IB Pipe, or approved equal (soil-tight joints are not equal).

Insulation

Subsection 712-2.23

01/20/15 (N21)

**603-3.03 JOINING PIPE.** Delete numbered subparagraphs 2.a.2) & 3) and substitute the following:

(2) Bands shall have a minimum width of 22 inches.

Delete numbered subparagraphs 2.b.2), 3) and 4) and substitute the following:

(2) Bands shall have a minimum width of 22 inches and shall have two circumferential rows of projections for each pipe end being joined.

(3) Furnish and install these bands with a gasket that resists infiltration and leakage.

Add the following subsections:

**603-3.04 TESTING.**

New storm drain pipe shall be verified as watertight by air testing to comply with the Alaska Department of Environmental Conservation Drinking Water – Separation Distance Waiver requirements.

Storm drain air pressure testing shall be performed after the top lift of Subbase, Grading F has been installed.

Notify the Engineer 24 hours prior to each pressure test.

Pressure Test. Contractor shall verify water tightness of newly installed Corrugated Polyethylene Pipe by air pressure testing at 4 psi to comply with the Alaska Department of Environmental Conservation Drinking Water – Separation Distance Waiver requirements. Pipe shall be tested for 2 minutes with no pressure loss.

If pressure test fails, the Contractor shall remedy any defects and retest the pipe as many times as necessary until the pressure test is successfully performed.

Acceptance of pipe is contingent upon passing pressure test and remedy of any defects.

**603-3.05 INSULATION.** When crossing an existing water main, fully insulate new storm drain pipe with 2" urethane foam for 7' each side of the crossing (14 feet total). When parallel with an existing water main, insulate entire storm drain pipe with 2" urethane foam as indicated on the Plans.

Provide additional insulation to pipe or conduit where insufficient cover exists.

Insulate pipe or conduit as shown in Plans, and as directed by the Engineer in the field.

**603-5.01 BASIS OF PAYMENT.** Delete the second paragraph and substitute the following: Excavation, shoring, pipe bedding, backfill, and pressure testing of new CPP storm drains (including remedy of any defects), will not be paid for separately but are subsidiary.

Add the following: All work required to install Subbase, Grading F and Aggregate Base Course, Grading D-1 for pavement structure shall not be paid separately but are subsidiary to pay item 603.0021.0012 Corrugated Polyethylene Pipe 12 Inch.

All work required to install, maintain, remove, and dispose of approved temporary erosion, sediment and pollution control BMPs and development of the Hazardous Material Control Plan (HMCP) will not be measured for payment but are subsidiary.

Payment for extra insulation at areas of insufficient cover shall include all additional insulation material above normal insulation thickness; labor and supervision to complete the task shall be subsidiary to respective 603 pay items.

Removal or abandonment of existing storm drain pipe is subsidiary to pay item 202.0001.0000 Removal of Structures and Obstructions.

Add the following pay item:

PAY ITEM		
Item Number	Item Description	Unit
603.0021.0012	Corrugated Polyethylene Pipe 12 Inch	LF

**SECTION 604  
MANHOLES AND INLETS**

Add the following subsection:

**604-3.02 INSULATION.** Insulate storm drain manholes and inlets with urethane foam or insulation board at locations and thicknesses indicated on the Plans.

**604-5.01 BASIS OF PAYMENT.** Delete the first paragraph and substitute the following: Excavation, shoring, bedding, and backfill are subsidiary to respective 604 pay items.

Add the following: Payment for insulating storm drain structures shall be subsidiary to respective pay items.

All work required to install Subbase, Grading F and Aggregate Base Course, Grading D-1 for pavement structure shall not be paid separately but are subsidiary to their respective pay items.

Removal or abandonment of existing manholes and inlets is subsidiary to pay item 202.0001.0000 Removal of Structures and Obstructions.

All work required to deliver drainage structures to the City of Fairbanks Public Works yard at 2121 Peger Road is subsidiary to 202.0001.0000.

**SECTION 640  
MOBILIZATION AND DEMOBILIZATION**

**640-1.01 DESCRIPTION.** Add the following: This item shall also consist of final project closeout and cleanup operations, including, but not limited to, those necessary for the removal of equipment, supplies, incidentals, and debris from the project site, cleaning the streets and sidewalks of all soils and construction debris, correction of all deficiencies in the work, and for all other work required by the Engineer which must be performed, or costs incurred, prior to final acceptance by the City not paid for by other contract pay items.

**640-4.01 METHOD OF MEASUREMENT.** Delete in its entirety and substitute the following:

1. When you earn five percent (5%) of the original Contract amount from other bid items: fifty percent (50%) of the amount bid for mobilization and demobilization, or five percent (5%) of the original contract amount, which is less, will be paid.
2. The remaining balance of the amount bid for this item will be paid upon completion of all work required under the Contract.



**SECTION 642  
CONSTRUCTION SURVEYING AND MONUMENTS**

*Add the following subsection:*

**642-1.03 SUBMITTALS.**

1. Field Books: All field books shall become the property of the Department prior to final acceptance.
2. As-builts: Contractor shall provide as-built data in both hard-copy mark-up and AutoCAD format to the Department prior to final acceptance.

01/20/15 (N34)

**642-3.01 GENERAL.** *Delete the fifth paragraph and substitute the following:* Follow the Department's Construction Surveying Requirements, or if GPS survey is approved by the Engineer, use the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

*Add the following to the last sentence in the second to the last paragraph:* or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

**642-3.02 CROSS-SECTION SURVEYS.** *Add the following to the first paragraph:* or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

*Delete numbered paragraph 4 of the second paragraph in its entirety and substitute the following:* Department's Construction Surveying Requirements or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

*Add the following subsection:*

**642-3.06 RECORD DRAWINGS.** Maintain a "mark-up" set of plans that are revised as the work progresses to reflect current conditions. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc. encountered or installed.

A "Record" survey book will be kept and shall include the following items:

1. The location and elevation of all existing utilities, structures, etc., encountered.
2. The location and elevation of all newly constructed utilities including storm drainage piping and structures.

All record notes will be kept in a book(s) designated "Record." No other survey notes will be kept in books designated "Record".

Constantly and continuously maintain the mark-up set of drawings with information complete about the horizontal and vertical location of all structures encountered or installed. These drawings will be reviewed by the Engineer with each pay request. Pay will not be processed unless this "mark-up" set is maintained and approved by the Engineer.

Collect and maintain AutoCAD as-built information complete with horizontal and vertical locations of all structures encountered or installed.

The mark-up plans, as-built information, and "Record" books shall become the property of the Department prior to final acceptance and payment of demobilization.

**642-5.01 BASIS OF PAYMENT.** *Add the following:* All work and resources required to produce, maintain, and finalize the record drawings are subsidiary to pay item 642.0001.0000 Construction Surveying.

**SECTION 643  
TRAFFIC MAINTENANCE**

**643-3.01 GENERAL CONSTRUCTION REQUIREMENTS.** *Delete the second paragraph and substitute the following:*

All holes and excavation inside or outside the work areas are to be protected by chain link fence or as approved by the Engineer.

On-site construction activities in City of Fairbanks city limits are limited to between 7 AM and 11 PM in order to comply with Fairbanks General Code Section 46-42 Disturbing the Peace. Nighttime closures shall only be permitted if approved by the Engineer and in compliance with an approved TCP and a City of Fairbanks noise waiver, where applicable. Noise waivers, where applicable, must be approved by the Fairbanks City Mayor. The Contractor shall submit to the City of Fairbanks City Engineer their work plan describing the details on why, when, and how long the waiver is requested.

Pedestrian flaggers shall be used to keep pedestrians out of the work zone and to ensure the safety of the pedestrians within the project limits.

**643-3.06 TRAFFIC PRICE ADJUSTMENT.** *Add the following to the second paragraph:* Exceeding any of the maximum allowable traffic restriction durations, or violating any of the criteria, listed in Subsection 643-3.08, is considered an unauthorized lane closure and are subject to a traffic price adjustment as directed by the Engineer.

*Add the following subsection:*

**643-3.12 PUBLIC INFORMATION.** Provide a Public Information (PI) professional to accomplish the work outlined in this subsection. The PI professional shall be familiar with the construction schedule, progress and traffic control; provide information to the general public and affected residents/businesses in the project area, closure duration and detour routes; and act as liaison between residents/businesses and construction superintendents to schedule required access to residences/businesses through areas of construction, etc. The PI professional shall participate in the Preconstruction Conference. The PI Professional shall be responsible for public interaction; preparing graphics; developing and maintaining mailing lists; supplying updated information; and all labor, equipment, postage, and materials to provide this service. The PI Professional's office shall be equipped with a facsimile machine and email.

Failure to provide public or agency notice, or failure to provide submittals required by this subsection may result in delays to planned construction.

The PI professional shall be responsible for the following tasks of the PI Program:

1. Support for Business and Resident Flier Information and Distribution. Submit to the Engineer for review and approval, information to be included in hand-delivered fliers to all businesses and residents within project limits. Hand deliver the fliers during the house of 8 a.m. to 5 p.m. to adjacent businesses and residences. Flier information shall contain the same information as listed in 643-3.12 as well as the following:
  - a. A description of impacts that residents, business owners, employees or customers may experience during the project
  - b. The Contractor's anticipated construction schedule, describing the sequence and location of activities within the corridor

Distribute fliers at the following times:

- a. Two weeks before construction begins
- b. One week prior to major impacts/start of new phase or work segment
- c. Minimum of 48 hours, but not more than 4 calendar days prior to restricting access onto private or business property.

2. Utility Outage Notifications. Provide written notice to property owners and tenants a minimum of 48 hours prior to any utility outage.
3. Agency Notification. Notify the following Agencies at least 1 week prior to starting any work which will potentially impede all modes of traffic. Information on project area duration and detour routes should be provided.
  - a. City Police Department
  - b. City Fire Department
  - c. State Troopers
  - d. Borough Transit
  - e. School District (if during school season)
  - f. US Postal Service
4. In instances of emergencies, utility shutdowns, changes in traffic patterns or other unanticipated impacts to motorists, bicyclists and pedestrians, or residences/businesses within the project corridor, coordinate with the Engineer immediately.

#### **643-4.01 METHOD OF MEASUREMENT.**

1. Traffic Maintenance. Delete and substitute the following: No measurement of quantities shall be made. Traffic Maintenance shall be Lump Sum.

Add the following:

17. Public Information. No measurement of quantities shall be made. Public information shall be subsidiary.

#### **643-5.01 BASIS OF PAYMENT.**

Add the following to 1. Traffic Maintenance:

Payment at the contract lump sum price shall be for full compensation for furnishing all supervision, labor, materials, equipment, devices, public information, and subsidiary items necessary to implement each approved TCPs (including any or all component parts that comprise the setup), ensure the safety of the traveling public, and maintain access to all residences and businesses during construction for the project setup shown on Plans. Traffic Maintenance Setups all include payment for maintenance of side streets and any temporary sidewalks, pedestrian paths, and fencing to maintain access to residences, facilities, and businesses and to keep pedestrians out of the work zone and to ensure the safety of the pedestrians within the project setup area. Any adjustments to the approved TCPs are subsidiary. Watering for dust control directed by Engineer is also subsidiary.

All labor, materials, and equipment required to install, maintain, and remove temporary chain-link fence around excavation areas will not be measured for payment but is subsidiary.

All work, materials, and associated costs for publishing notices, preparation and distribution of mail outs or flyers; public liaison and other project related communication is subsidiary to pay item 643.0002.0000 Traffic Maintenance.

## **SECTION 702 ASPHALT MATERIALS**

08/04/22 (N82)

**702-2.01 ASPHALT BINDER.** Delete the first paragraph and substitute the following: Meet AASHTO M 320 for PG 52-28 binder.

Meet AASHTO M 332 for PG 52E-40 binder, except that J<sub>NR</sub> Diff (AASHTO T 350) and Direct Tension (AASHTO T 314) do not apply. PG 52E-40 binder shall have a minimum Percent Recovery<sub>3.2</sub> of 75% according to AASHTO T 350.

**702-2.03 EMULSIFIED ASPHALT.**

1. Cationic Emulsified Asphalt. *Add the following:* CRS-2P shall meet AASHTO M 316, except the penetration value shall be 100 – 200 mm.

**SECTION 703  
AGGREGATES**

12/08/15 (N63)

**703-2.09 SUBBASE.** *Add the following:*

Subbase, Grading F. Aggregate containing no muck, frozen material, roots, sod or other deleterious matter and with a plasticity index not greater than 6 as tested by ATM 204 and ATM 205. Table 703-8 and the first paragraph of Subsection 703-2.09 do not apply to Grading F. Meet the following gradation as tested by ATM 304:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
2 in	100%
No. 4	15-65%
No. 200	0-6%

*Add the following subsection:*

**712-2.23 INSULATION.**

Spray Foam Insulation. Foam insulation shall be a closed cell two-part urethane with the following properties:

"K" Factor:	0.13 BTU - IN/HR. FT <sup>2</sup> °F (ASTM C-177)
Water Absorption:	0.1 PSF Maximum (ASTM C-2841 96 Hours Under 2 in. Head)

**APPENDIX A – ADEC DRINKING WATER SEPARATION DISTANCE WAIVER**



File Number: 102.07.001

July 10, 2024

Robert Pristash, P.E.  
City of Fairbanks  
800 Cushman St.  
Fairbanks, AK 99701

Re: Golden Heart Utilities – 4<sup>th</sup> Avenue between State and Badger Streets  
Drinking Water – Separation Distance Waivers  
PWSID: 310730; Classification: Community; Source: Groundwater

Dear Robert Pristash:

The Department received a submittal from the City of Fairbanks requesting separation distance waivers to a water main within the Golden Heart Utilities (GHU) public water system project associated with the 4<sup>th</sup> Avenue project. The request and supporting information provided have been reviewed in accordance with state drinking water regulations 18 AAC 80, and the **separation distance waivers are granted.**

This approval is subject to the following condition:

1. Upon completion of the project the following will be submitted to the DEC Drinking Water Program:
  - a. Record drawings
  - b. The final waiver locations and documentation the waiver conditions have been met including storm sewer main pressure test results

### **Separation Distance Waivers**

Approximately 315 feet of 12-inch corrugated polyethylene pipe (CPP) storm sewer main will be constructed on 4<sup>th</sup> Avenue between State Street and Badger Street. This project has site restrictions that prevent compliance with required separation distances between the water main and sewer main. A waiver of the separation distance requirements in 18 AAC 80.020(f)(3) between the new storm sewer main and existing water main was requested for the following locations:

Station	Description
10+22	New 12-inch CPP storm sewer main obliquely crosses 15 inches above an existing 6-inch steel water main.
12+56	New 12-inch CPP storm sewer main obliquely crosses 33 inches above an existing 6-inch steel water main.

The separation distance waivers listed in the table above are approved based on the following information provided in the submittal.

- The new CPP storm sewer will be verified as watertight by air pressure testing to 4 psi for 2 minutes with a passing criteria of no pressure loss.
- The storm sewer main will normally operate by gravity.
- A full length of CPP will be centered at the crossings to maximize joint spacing.
- The storm sewer bedding condition will protect the integrity of the sewer line and include compacted Type A (AK DOT Standard) material at least 6-inches below and 12 inches above the pipe.

These waivers are limited to this project and its current site conditions. Site conditions and related contamination risks may change with time thus voiding these waivers. Approval of these waivers does not obligate the Department to approve future waiver requests proposing the same design.

Two additional waivers were requested in the original submittal but were determined not to be required; one was for the separation distance was between existing storm sewer and existing water mains and the other was for a location that was determined to be greater than 10 horizontal feet between water and new sewer main.

### **Disclaimers and Administrative Appeals Process**

Approval of submitted plans is not approval of omissions or oversights by this office or noncompliance with any applicable regulation. The Department’s approval does not guarantee correctness of functional design or waive the owner’s responsibility for continued compliance with state regulations.

This approval does not relieve you from compliance with any other state, federal, or local authorizations which are required for your project. You are advised to obtain all other necessary authorizations before proceeding with your project.

A person authorized under a provision of 18 AAC 15 may request an informal review of a contested decision by the Division Director in accordance with 18 AAC 15.185 and/or an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340. See DEC’s “Appeal a DEC Decision” web page <https://dec.alaska.gov/commish/review-guidance/> for access to the required forms and guidance on the appeal process. Please provide a courtesy copy of the adjudicatory hearing request in an electronic format to the parties required to be served under 18 AAC 15.200. Requests must be submitted no later than the deadline specified in 18 AAC 15.

If you have any questions, you may contact me at 907-451-2165 or [nellie.ballou@alaska.gov](mailto:nellie.ballou@alaska.gov).

Sincerely,



Nellie Ballou, P.E.  
Engineer I

cc: Roy Strandberg, P.E., Utility Services  
Kirsten Loaiza, E.I.T., City of Fairbanks  
DEC Operator Certification Program