

March 25, 2014

CITY AND BOROUGH OF WRANGELL
CASSIAR STREET ROADWAY AND UTILITIES IMPROVEMENTS

TO: ALL PLANHOLDERS OF RECORD

ADDENDUM NO. 1

This addendum forms a part of and modifies the Contract Documents as noted below. Bidder must acknowledge receipt of this addendum in the space provided on the proposal form. Failure to do so may subject Bidder to disqualification.

This addendum consists of **29** pages and **5** attachments totaling **56** pages. This addendum is being transmitted by FAX or Email. No hard copy will be sent.

1. INFORMATION FOR BIDDERS: Add the following to the end of **Part 6:**

"The submission of a written question shall not modify or change any requirement, specification or any part of the contract documents. Only the answer from the Project Manager shall have the effect of any change or interpretation of the contract documents. Bidders shall not rely on any oral answers or verbal interpretations by anyone. The Project Manager has no actual or apparent authority to provide any answers or interpretations verbally. The engineer has no actual or apparent authority to provide any answers or interpretations verbally. No employee, officer or representative of the Owner (Borough) has any apparent or actual authority to provide oral answers or oral interpretations."

2. INFORMATION FOR BIDDERS: Insert the following as the first sentence of **Part 12:**

"The OWNER reserves the right to reject any bid in the best interest of the Borough in the sole discretion of the OWNER."

3. CERTIFICATE OF LIABILITY INSURANCE: Replace with new certificate of liability insurance included as attachment #1

4. AGREEMENT: Replace with new Agreement included as attachment #2.

5. BID FORM: Replace with new Bid Form included in attachment #3

6. GENERAL CONDITIONS: Add the following to **Section 3(c)**:

"All agreements with subcontractors shall be in writing. The failure of the Contractor to have a written agreement with a subcontractor shall be a material breach of this contract."

7. GENERAL CONDITIONS: Replace **Section 6(a)** with the following:

(a) If the Contractor becomes insolvent, is adjudged bankrupt or makes an assignment for the benefit of its creditors, or if a receiver, assignee or other liquidating officer is appointed for the Contractor, or if the Contractor fails to prosecute the work according to the Construction Schedule or fails to provide a Construction Schedule after a written request by the Engineer or Owner, or otherwise, or persistently or repeatedly refuses or fails to supply satisfactory superintendence, satisfactory numbers of properly skilled workmen or satisfactory construction or fails to make payment to employees or Subcontractors or payment for materials or equipment when due, or violates any law, ordinance, rule or regulation of any governmental authority having jurisdiction, or otherwise is in violation of any provisions of the Contract, the Contractor shall be in default under the Contract, and if such default continues for a period of ten (10) days after written notice thereof is served by the Owner upon the Contractor, the Owner, without prejudice to any other right or remedy, including termination, may declare the Contractor to be in default under the Contract by written notice thereof served upon the Contractor and its Surety.

8. GENERAL CONDITIONS: Replace **Section 7(a)** with the following:

(a) For each and every calendar day that any portion of the work and construction is not completed after the Construction Time fixed for completion in the Contract Documents, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, such amount per calendar day as is specified in the Agreement and Special Conditions.

9. GENERAL CONDITIONS: Replace **Section 8** with the following:

Section 8: CONTRACTOR'S CLAIMS ARISING FROM CIRCUMSTANCES OCCURING BEFORE SUBSTANTIAL COMPLETION

(a) Written notice of any condition or event for which a claim is subsequently made by the Contractor shall be made to the Owner in writing within two (2) days after the first observance of such condition or event. A written claim for damages or additional compensation setting forth in full detail the labor, material

and other costs and the total amount of the claim and the reasons therefor, shall be given to the Owner by the Contractor, with a copy to the Engineer, within fifteen (15) days after the first written notice of such condition or event and if such condition or event continues, a similar written claim shall be presented every thirty (30) days thereafter. The Contractor expressly agrees that failure to give such notice of written condition or event and to present written detailed claims within the times specified shall constitute a binding waiver of any claim of any kind and any nature, including for additional time based upon such condition or event. Knowledge of the condition or event on the part of the Owner or Engineer shall not affect the requirements for such written notice and written claims within the specified times by the contractor. No employee, officer, or representative of the Owner has any actual or apparent authority to orally extend any of the time limits in this Section and has no actual or apparent authority to orally change or modify any of the requirements of this Section. The Engineer has no apparent or actual authority to orally extend any of the time limits in this Section and has no actual or apparent authority to orally change or modify any of the requirements of this Section.

(b) The Contractor shall not cause a delay of construction during any dispute. If the Owner orders a modification of the Contract by issuing a Change Order which becomes a subject of dispute or if any interpretation of the Contract Documents, or Engineer's Instructions, becomes a subject of dispute, the Contractor, upon written notice from the Owner, shall proceed with the construction as modified by the disputed Change Order during the period required to resolve the dispute.

(c) Change as follows: Claims for additional payment for delay in the construction claimed to be caused by any act or omission of the Owner shall be limited to damages, if any, actually proved by the Contractor with complete supporting documentation related to solely to expenses reasonably required for the Contractor to discharge its employees and to move equipment to another construction project location. In no event shall such time exceed two (2) weeks for each alleged occurrence.

10. GENERAL CONDITIONS: Replace **Section 9** with the following:

Section 9: CONTRACTOR'S CLAIMS ARISING FROM CIRCUMSTANCES OCCURRING AFTER TERMINATION OF THE CONTRACT BY THE OWNER OTHER THAN TERMINATION FOR CONVENIENCE; OR AFTER CONTRACTOR'S RECEIPT OF THE CERTIFICATE OF SUBSTANTIAL COMPLETION.

- (a) When in the opinion of the Engineer the Contract is substantially completed, the Owner will send to the Contractor, by registered or certified United States mail,

a written Opinion of Substantial Completion. Within thirty (30) days after delivery of such Opinion of Substantial Completion, or termination of the Contract before substantial completion other than termination for convenience by the Owner, the Contractor shall give the Owner written notice of any claim it intends to make against the Owner arising out of or in relation to the Contract; provided, that written notice of a claim based upon an event which occurs after receipt by the Contractor of the Opinion of Substantial Completion may be so given within thirty (30) days after the occurrence of the event upon which the claim is based but in no event later than thirty (30) days after Owner has given Notice of Acceptance of the Construction. The notice of claim shall state the amount with all supporting documentation to allow a fair and adequate review of the claim. Failure to provide sufficient supporting documentation shall entitle the Owner to deny the claim. The fact that the Contractor has given any notice or presented any claim required by any other provision of the Contract shall not relieve it from giving the notice required by this section of the Contract nor shall giving the notice required by this section relieve the Contractor from the effect of failure to give any notice or present any claim as required by any other paragraph or section of the Contract.

- (b) Within sixty (60) days after receipt of such notice of claim with all supporting documentation, the Owner will give the Contractor written notice that the claim is allowed or rejected or allowed in part and rejected in part. If the Contractor fails to provide supporting documentation, as specified in Part a) of this Section, the 60 days does not begin until the Contractor has provided all supporting documentation, including any supporting documentation requested by the Owner after receipt of the notice of claim, or the Contractor provides written notice that it has provided all the supporting documentation or written notice that the Contractor refuses to provide the supporting documentation requested by the Owner. Any claim or part thereof so allowed shall constitute an acknowledged obligation of the Owner under the Contract payable in due course. Failure to give such written notice of allowance or rejection within sixty (60) days after the Owner receives the notice of claim shall constitute rejection thereof in full unless the Owner has requested additional documentation. If the Owner has requested additional supporting documentation, and the Contractor refuses to provide the requested documentation, the refusal by the Contractor shall constitute a material breach of the contract. The Contractor shall not file any legal action on any claim until the Owner has rejected the claim in whole or in part in writing or more than sixty (60) days have elapsed from the time the Owner received the claim with all supporting documentation or from the time the Contractor provides written notice that it refuses to provide supporting documentation requested by the Owner, whichever is later.
- (c) The Contractor specifically acknowledges and agrees that any alleged claim

provided to the Owner with all supporting documentation under this Section shall be forever waived and barred, unless the Contractor files an action within thirty (30) days from the receipt of the rejection, in whole or part, by the Owner, or within ninety (90) days of the date the Contractor provided the written notice of claim with all supporting documentation to the Owner. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any and all claims of any kind and any nature arising out of or related to this Section in any way. Failure by the Contractor to comply strictly with all the requirements of this Section shall constitute a material breach of the Contract and shall forever bar the Contractor from maintaining any action in Court

11. GENERAL CONDITIONS: Add the following to the end of **Section 10**;

"In the event the Contractor seeks to assign this Contract to a LLC, the Owner shall not approve the assignment unless the Contractor or the members of the LLC personally guarantee complete performance of the Contract by the LLC."

12. GENERAL CONDITIONS: Replace **Section 14** with the following:

Section 14: DISCREPANCIES IN CONTRACT DOCUMENTS.

- (a) If at any time the Contractor discovers that there is possible error, omission or discrepancy in any of the Contract Documents, the Contractor shall immediately notify the Engineer in writing. The Engineer shall promptly review the alleged error, omission or discrepancy and issue an Engineer's Instruction or the Owner may issue a Change Order. Any work done after such discovery and until receipt of an Engineer's Instruction or execution of a Change Order shall be at the Contractor's expense.
- (b) To avoid any disputes which might arise as to the meaning of any engineering requirements in the Contract Documents or to any alleged error, omission or discrepancy therein, the Engineer's written opinion as to the true intent and meaning, and the Engineer's written interpretation thereof, shall be first obtained before any legal action is taken. All dimensions shall be taken from numerical figures on the Contract Drawings and no dimensions scaled from such drawings are valid. If dimensions are apparently missing from the Contract Drawings, work shall be suspended on that portion of the construction until the Owner has been notified and has made the necessary dimensions available via an Engineer's Instruction or on a Contract Drawing. Any action filed by the Contractor before obtaining the written opinion of the Engineer or the written interpretation of

the Engineer shall constitute a material breach of the Contract.

- (c) The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any and all claims of any kind and any nature arising out of or related to this Contract in any way, regardless of whether there is any alleged conflict as to jurisdiction and venue in any other contract document. Should any discrepancies or conflicting provisions among the various Contract Documents be discovered, precedence is hereby established in the following order:

1. Change Orders
2. Agreement
3. Addenda
4. Special Conditions
5. General Conditions
6. Engineering Specifications
7. Contract Drawings
8. Construction Schedule
9. Notice to Contractors Inviting Bids
10. Information for Bidders
11. Performance and Payment Bonds
12. Bid Proposal as Accepted.

13. GENERAL CONDITIONS: Add the following to the end of **Section 16**;

- d) The failure of the Contractor to provide shop drawings in strict conformance with this Section shall constitute a material breach of the contract.

14. GENERAL CONDITIONS: Replace **Section 31(b)(2)** with the following;

(2) **Insurance Amounts.** Such General Liability Insurance shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate as set forth on the form of Certificate of Insurance included in the Contract Documents and required herein to be filed with the Owner.

15. GENERAL CONDITIONS: Replace **Section 38** with the following;

Section 38: CONSTRUCTION SCHEDULE.

- (a) A Construction Schedule, shall be as required by the Special Conditions or

Division 1 in the form of either a time bar diagram showing certain of the various operations necessary to complete the construction, including the starting and completion date of each operation shown, or the Construction Schedule shall be prepared by the critical path method and shall set forth a network analysis, which shall consist of an arrow diagram, tabulation of activities, estimated time and starting and completion date of each activity and an indication of the critical path.

(b) In the event progress payments are provided for and authorized in the Special Conditions, the Contractor's Requests for Payment will be considered and payments will be approved by the Owner on the basis of the Contractor's actual progress in relation to the dates shown in the Construction Schedule for completion of various parts of the operations. If the actual progress fails to meet the Construction Schedule, the Contractor shall increase its work force and equipment at its own expense as required to bring the actual progress of the operations into conformance with the Construction Schedule.

(c) During the course of construction the Contractor shall enter on the Construction Schedule its estimate of progress at the end of each calendar month, or at such more frequent intervals as directed by the Engineer, and shall deliver to the Owner two (2) copies thereof with each submittal of the Contractor's Request for Payment. Requests for payment will not be processed unless and until accompanied by a current Construction Schedule. The failure of the Contractor to provide the construction schedule in full compliance with this Section shall constitute a material breach of the contract.

16. GENERAL CONDITIONS: Add the following to the end of **Section 45**;

f) If the Engineer does not timely respond to the Contractor's submission for progress payments, and the Contractor has provided all necessary supporting documentation to the Engineer for the progress payment, the Contractor shall notify the Owner in writing of the Engineer's failure to respond within the time period specified in this section. The Owner shall not be responsible for any interest on any progress payment due to delay in response by the Engineer.

17. GENERAL CONDITIONS: Replace **Section 47** with the following;

Section 47: TERMINATION FOR CONVENIENCE.

(a) The performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the

Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:
 - (1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (4) Assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. In which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (5) Settle in good faith all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent Owner may require, which approval or ratification shall be final for all the purposes of this clause;
 - (6) Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;
 - (7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner, any property of the types referred to in (6) above: Provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner; and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by the

Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;

- (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (9) Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- (c) After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than sixty (60) days from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such sixty (60) day period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to the Owner, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: Provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated, and any claims or offsets against the Contractor pursuant to the Contract, or otherwise, by the Owner or other persons. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to paragraph (d).

- (e) In the event of the failure of the Contractor and the Owner to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Owner shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:
 - (1) With respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - (i) The cost of such work shall be determined solely by the cost to the Owner. All amounts paid by the Owner for the completion of any units of work and the delivery of any quantities to the date of termination shall be deducted from the Contractor's claim. The cost of work shall not include any cost for equipment as equipment is specifically included in the Contractor's bid amount for unit prices and quantities. The cost of such work shall not include any overtime unless specifically authorized by the Owner prior to the notice of termination for convenience. The cost of such work shall not be determined by the Contractor's alleged costs, unless specifically agreed to in writing by the Owner. The determination of the cost of work shall be determined in accordance with the laws of the State of Alaska. Federal statutes, federal regulations, including but not limited to the FARs, and federal court decisional law are not controlling or applicable to the determination of the cost of work under this Section. The bid amounts shall be the basis for determining the cost of work under this Section.
 - (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b)(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (i) above; and
 - (iii) A sum, as profit on (i) above, determined by the Owner to be fair and reasonable: Provided, however, that if it appears that the Contractor has sustained a loss on any work by the Contractor to the date of the termination for convenience or it appears to the Owner that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (2) The reasonable cost of the preservation and protection of property incurred

pursuant to paragraph (b)(9); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract. The preservation of or protection of property in this section means property of the Owner and specifically does not mean property of the Contractor.

- (3) The total sum to be paid to the Contractor under (1) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated, and any claims or offsets by the Owner. Claims or offsets by the Owner means any claim or offset of any kind related to any costs incurred by the Owner due to any deficient work, including any cost to complete the work or to repair work by the Contractor. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to paragraph (b)(7).
- (f) The Contractor's sole remedy under this Section if the Contractor disputes the determination of the Owner shall be an appeal pursuant to Alaska Rules of Appellate Procedure. The record on appeal shall be limited to the record before the Owner in making the determination.
- (g) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Owner may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

18. GENERAL CONDITIONS: Replace **Section 71** with the following;

Section 71: Governing Law; Jurisdiction and Venue

The laws of the State of Alaska shall govern the construction and interpretation of all sections and provisions of this Contract and as to all of the Contract Documents. Federal law, whether statute, regulation or decisions of any federal court, shall not be binding or controlling as to any

matter contained in any of the Contract Documents.

The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any and all disputes arising out of or related in any way to the Contract Documents or the performance of the Contract by the Contractor and for any and all claims or actions of any kind or any nature whatsoever arising out of or related in any way to the Contract Documents or the performance of the Contract by the Contractor, including any action for injunctive or equitable relief and including any appeal under Section 47 of the General Conditions.

19. SPECIAL CONDITIONS: Replace **Section 5** with the following;

Section 5: CONSTRUCTION TIME

The contractor Shall be substantially complete by October 31st ,2014 including installation of asphalt cement and the project shall be fully complete including punch list items by November 15TH , 2014.

20. CONCRETE PAVING – Concrete Pavement will be accepted as an allowable alternative to Asphalt Cement Pavement if the proposed concrete pavement product meet the following Requirements;

- 1) Prior beginning the construction of the concrete paving the contractor shall provide a concrete mix design for review and approval by the engineer. This concrete product shall meet all of the requirements stated in Section 03300 of the Specifications, shall have a 28 day compressive strength of 5000 psi, and shall be fiber reinforced.
- 2) The concrete pavement section shall consist of 6" of concrete over 4" of compacted D-1.
- 3) Prior to beginning the construction of the Concrete Paving contractor shall submit a concrete paving layout for review and approval of the engineer at a minimum this layout shall show the items and meet the spacing requirements in the table below;

Item	Spacing Requirement
Transverse Expansion Joints	150' Max

Transverse contraction Joints	15' Max
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* See details in Attachment #4

In addition to these items the layout shall include expansion joints along the curb line, at the intersections with the existing pavement, and a longitudinal construction joint at the center line of the road.

- 4) The additional required concrete field and lab testing for this item shall be paid for by the Contractor.
 - 5) The contractor supplied final neat line cross sections for the final excavation payment quantities shall be measured from the top of the subgrade using the asphalt cement road section. Any additionally excavation required due to the thicker required section for the Concrete Pavement shall be considered incidental to the concrete paving bid item.
 - 6) The bid item for concrete paving shall be the same as asphalt concrete bid item #22 on the Bid Form and shall be paid for by the SF.
21. **SPECIFICATIONS:** Section 01050,1.01A Replace Ketchikan with "Wrangell".
22. **SPECIFICATIONS:** Replace Section 01568 with the following;

SECTION 01568 EROSION CONTROL

1. GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Protection and Maintenance of Work and Property: Section 01545.

1.2 PROVISIONS FOR EROSIONS AND SEDIMENT CONTROL BMP IMPLEMENTATION

A. All base esc measures (inlet protection, perimeter sediment control, gravel construction entrances, etc.) Must be in place, functional, and approved in an initial inspection, prior to commencement of construction activities. For linear projects base measures can be installed in phases prior to commencement of construction in each phase

B. all "sediment barriers (to be installed after grading)" shall be installed

immediately following establishment of finished grade as shown on these plans. Activities.

C. long term slope stabilization measures "including matting" shall be in place over all exposed soils by september 1.

D. Inlet protection shall be in-place immediately following paving

E. Sediment barriers approved for use include: sediment fence, berms constructed out of mulch, chippings, or other suitable material, straw wattles, or other approved materials.

F. Seed used for temporary or permanent seeding shall be composed of one of shady area grass mixture unless otherwise specified

G. Slope to receive temporary or permanent seeding shall have the surface roughened by means of track-walking or the use of other approved implements. Surface roughening improves seed bedding and reduces run-off velocity.

H. Long term slope stabilization measures shall include the establishment of permanent vegetative cover via seeding with approved mix and application rate.

I. Temporary slope stabilization measures shall include: covering exposed soil with plastic sheeting, straw mulching, wood chips, or other approved measures.

J. Stockpiled soil or strippings shall be placed in a stable location and configuration. During "wet weather" periods, stockpiles shall be covered with plastic sheeting or straw mulch. Sediment fence is required around the perimeter of the stockpile.

K. Exposed cut or fill areas shall be stabilized through the use of temporary seeding and mulching, erosion control blankets or mats, mid-slope sediment fences or wattles, or other appropriate measures. Slopes exceeding 25% may require additional erosion control measures.

L. Areas subject to wind erosion shall use appropriate dust control measures including the application of a fine spray of water, plastic sheeting, straw mulching, or other approved measures.

M. Construction entrances shall be installed at the beginning of

construction and maintained for the duration of the project. Additional measures including, but not limited to, tire washes, street sweeping, and vacuuming may be required to insure that all paved areas are kept clean for the duration of the project.

N. Active inlets to storm water systems shall be protected through the use of approved inlet protection measures. All inlet protection measures are to be regularly inspected and maintained as needed.

O. Saturated materials that are hauled off-site must be transported in water-tight trucks to eliminate spillage of sediment and sediment-laden water.

P. An area shall be provided for the washing out of concrete trucks in a location that does not provide run-off that can enter the storm water system. If the concrete wash-out area cannot be constructed greater than 50' from any discharge point, secondary measures such as berms or temporary settling pits may be required. The wash-out shall be located within six feet of truck access and be cleaned when it reaches 50% of the capacity.

Q. Sweepings from exposed aggregate concrete shall not be transferred to the storm water system. Sweepings shall be picked up and disposed in the trash.

R. Avoid paving in wet weather when paving chemicals can run-off into the storm water system.

S. Use bmps such as check-dams, berms, and inlet protection to prevent run-off from reaching discharge points.

T. Cover catch basins, manholes, and other discharge points when applying seal coat, tack coat, etc. To prevent introducing these materials to the storm water system.

U. The project may require temporary diversion of the drainage channel. The contractor shall not inhibit flow in the drainage channel. The contractor may use one of the following options for the channel diversion: inflatable hydraulic rubber dams, sand filled product bags, or other approved measures. Bypassing flow around the diversion by gravity is preferable but pumping is allowed. Pumps shall be low noise and shall meet all local noise ordinances. The contractor shall submit a diversion plan and management strategy for local jurisdiction approval 1-week prior

to commencing work.

END OF SECTION

23. SPECIFICATIONS: Section 02520 Replace all references to 02730 to "02560".

24. SPECIFICATIONS: Section 02530,3.1 Add the following;

- H) The Contractor shall be responsible for ensuring the dewatering operation follows all federal and state laws and regulations. Any and all necessary permits or approvals shall be the responsibility of the Contractor. Best Management Practices shall be utilized to prevent muddy water from entering water bodies.

25. SPECIFICATIONS: Replace Section 01568 with the following;

SECTION 02552 PAVEMENT REPAIR AND RESURFACING

1. GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. General and Special Conditions
- B. Division 1 Specifications
- C. Section 02102: Clearing and Grubbing
- D. Section 02110: Demolition
- B. Section 02200: Earthwork
- C. Section 02210: Grading
- G. Section 02221: Trenching, Backfilling, and Compaction for Utilities
- H. Section 02550: Asphalt Concrete Pavement

1.2 QUALITY ASSURANCE

- A. Comply with Section 02550, Asphalt Concrete Pavement.
- B. Testing requirements to be performed at the Contractor's cost include:

1. Any and all Quality Control tests necessary for product and placement control.
2. Sampling of Hot mix and Cores, as directed by the Engineer, for Assurance testing. All Assurance testing will be paid for by the Owner.

1.3 PAVING QUALITY REQUIREMENTS

A. General: In addition to other specified conditions, comply with following minimum requirements.

1. Comply with requirements of ADOT&PF Specifications.
2. Provide final surfaces of uniform texture, conforming to required grades and cross-sections.

B. Surface Smoothness:

1. Test finished surface of each asphalt concrete course for smoothness, using a 10 foot straight edge applied parallel to and at right angles to centerline of paved areas.
2. Surfaces will not be acceptable, if exceeding 1/4-inch in 10 feet, unless more rigid requirements are established by the Borough.

1.4 JOB CONDITIONS

A. Weather Limitation:

1. Construct only when temperatures are above minimum specified in ADOT&PF Standard Specifications for Highway Construction unless waived by the agency having jurisdiction.
2. Do not construct pavement or base when the base

surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.

- B. Grade Control: Establish and maintain the required lines and grades, including crown, cross-slope, and super elevation for each course during construction operations.

- B. Traffic Control:

1. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.
2. Provide flagmen, barricades, warning signs, and warning lights for movement of traffic and safety and to cause the least interruption of work.
3. See Section 01570 Traffic Regulation, for additional requirements.

1.5 ROAD AND STREET RESTORATION REQUIREMENTS

- A. Road Restoration:

1. The Contractor's responsibility as to road restoration shall include, but not be limited to, proper backfill and compaction of excavation, shaping and general restoration of the roadway, restoration of public and private improvements when damaged by construction, restoration of drainage facilities, scarification of existing surfacing, if required, removal of debris and surplus material and all other requirements of these specifications.
2. In addition, upon completion of the above restoration, backfill material and/or crushed aggregate surfacing shall be placed where required, as directed by the Engineer.

- B. Final Grade and Cross Section:

1. Unless specifically authorized by the authority responsible for the roadway, the final grade and cross

section shall conform to applicable City and Borough of Wrangell standard cross sections.

2. In case of existing private road they shall conform to the roadway that existed prior to construction.
 3. The removal and disposal of existing materials necessary to fulfill the above requirements shall be considered incidental to the construction and the costs thereof shall be included in the items for which payment is provided.
- C. Manhole rings, valve boxes, and monument cases shall be adjusted to final grade as shown on the Plans.
- D. The Contractor shall comply with all requirements of all permits for installation of pipelines in authorized rights-of-way.
- E. The Contractor shall place and maintain sufficient and proper lights and barricades at all locations on roads not accepted by the Borough.
- F. Pipeline Installation-General:
1. After completion of pipeline installation the Contractor shall clean up drainage ditches and restore all existing drainage structures which may have been damaged during the course of construction.
 2. Contractor shall also comply with all drainage requirements of the agency involved upon which the agencies' acceptance of the roads is conditioned.
 3. Contractor shall restore any private improvement on road rights-of-way including, but not limited to, culverts, driveways, curbs, sidewalks, parking strips, parking areas, or other permanent improvements, whether or not a permit for such improvements has been obtained, and the cost of all such restoration shall be included in the

unit bid price for the pipe, or material in place, and no additional compensation will be allowed.

G. Pipeline Installation-Shoulders:

1. On streets where the pipeline is located on the shoulder alongside existing bituminous or concrete surfacing, no payment shall be made for cost of restoring street surfacing which may be damaged by the Contractor's operations.
2. If the Engineer requires crushed aggregate spread on the shoulder, it shall be paid under the crushed aggregate bid item.

H. Pipeline Installation:

1. Construction of pipelines in the City and Borough of Wrangell are intended to be constructed such that no more than one lane of the roadway is disrupted, except at roadway crossings.
2. No payment will be made for asphalt restoration more
3. than 12 inches beyond centerline.

The Contractor is also cautioned that any disturbance of pavement beyond 12 inches from centerline will require complete lane re-placement for minimum lengths as required by these Contract Documents, the Plans, and applicable agency standards.

I. Street Maintenance:

1. All streets in the construction area as well as any unpaved streets used by Contractor's trucks or any other equipment hauling material to and from the area, whether within the improvement district or adjacent thereto, and any unpaved streets used as detours during the construction shall be serviced with an application of oil or continuous use of sprinkler trucks to allay the dust, and the cost thereof shall be included in the various items for the improvements.
2. The oiling or sprinkling of the dust on roads or streets will continue until accepted by the Borough or the roads or streets have been graveled, dust oiled or resurfaced.

3. All streets, when required, shall be sprinkled at least twice daily.
 4. Until accepted in writing by the Borough, the Contractor shall maintain all roads in a condition satisfactory to the agency concerned.
 5. This shall include periodic grading of all streets on which traffic is allowed wherever in the opinion of the Engineer, such grading is required.
 6. A suitable motor grader shall be available for this work.
- J. It is specifically understood and agreed that the Contractor is responsible for complying with all requirements of the City and Borough of Wrangell necessary to obtain written acceptance of the roads by the agency concerned, and for such work the Contractor will be paid only for the items included in this Contract.
- K. Any settlement and pavement damage which occurs during the first 2 years after final contract acceptance shall be repaired by the Contractor at his own expense.

2. PRODUCTS

2.1 CRUSHED AGGREGATE

- A. Crushed aggregate base course shall comply with Section 703-2.03 of ADOT&PF, SSHC for material requirements and Section 301 for placement requirements.

2.2 ASPHALT CONCRETE PAVEMENT

- A. Asphalt concrete pavement shall comply with Section 02550, Asphalt Concrete Pavement.

2.3 ASPHALT TREATED BASE

- A. Asphalt treated base shall conform to the ADOT&PF Standard Specifications for Highway Construction, latest edition.

B. Asphalt Lifts:

1. Unless otherwise noted, the asphalt treated base shall be applied in two lifts.
 - a. The first lift shall include application of 45 pounds per square yard of aggregate grading B and 0.6 gallons per square yard of CRS-2 liquid asphalt.
 - b. The second lift shall include application of 25 pounds per square yard of aggregate grading E and 0.4 gallons per square yard of CRS-2 liquid asphalt.
2. The first lift shall be preceded by a prime coat applied at 0.25 gallons per square yard.

2.4 PRIME COAT

- A. Prime coat shall comply with Section 02550, Asphalt Concrete Pavement.

2.5 TACK COAT

- A. Tack coat shall comply with Section 02550, Asphalt Concrete Pavement.

3. EXECUTION

3.1 GENERAL PAVEMENT REPAIR REQUIREMENTS

- A. Pavement patching shall be scheduled to accommodate the demands of traffic and shall be performed as rapidly as possible to provide maximum safety and convenience to public travel.
- B. The placing and compaction of the trench backfill, and the preparation and compaction of the subgrade shall be in accordance with the requirements of Section 02221, Trenching, Backfilling, and Compaction for Utilities.
- C. Prior to trench excavation on asphalt concrete surfaces, straight vertical trim lines shall be cut in order to minimize breakage and cracking of the remaining surfacing.

- D. Prior to trench excavation on cement concrete pavement, the pavement shall be cut with a concrete saw to a sufficient path to permit removal without damaging adjacent pavement to remain in place.
- E. Before the patch is constructed all pavement cuts shall be trued so that the marginal lines of the patch will form a rectangle with straight edges and vertical faces.
- F. Roadway Restoration:
 - 1. After completion of the patches, the entire roadway surface shall be cleaned by brooming, flushing, or such other methods as may be required.
 - 2. The early completion of this phase of the restoration is required, not only to facilitate public relations, control dust and traffic problems, but also to prevent the further break-up and cracking of the existing pavement.
 - 3. If, in the opinion of the Engineer, the Contractor is not diligently pursuing the work in such a manner as to place the patch as soon as reasonably possible, the Contractor may be required to re-trim and remove any and all cracked areas in such a manner to produce a straight uniform edge.
- G. All incidental work required to complete the patching of street surfaces as specified, including joints where required, shall be considered as incidental to the patching and the costs thereof shall be included in the items for which payment is provided.

3.2 ASPHALT CONCRETE TRENCH PATCH

- A. Preparation:
 - 1. As soon after compacting the trench backfill, placing and compacting backfill material where required, and placing and compacting subbase material, the Contractor shall place and compact crushed aggregate surfacing in the trench area to a minimum depth of 4 inches.
 - 2. Additional existing asphalt paving shall then be cut back such that asphalt concrete trench patch is 20-feet wide (perpendicular to the traveled way) and centered on the

constructed utility.

3. Prime coat shall be applied at the rate of 0.02 to 0.08 gallon per square yard of retained asphalt through the use of mechanical equipment to all surfaces on which any course of asphalt concrete is to be placed or abutted.
4. The spreading equipment shall be capable of uniformly distributing asphalt materials over any area in controlled amounts and shall be equipped with hand operated spray equipment for use only on inaccessible and irregularly shaped areas.
5. Tack coat shall be applied to existing asphalt concrete that will be in contact with the new patch.

B. Asphalt Lifts:

1. Immediately after the subgrade has been properly prepared and prime coat applied, the Contractor shall place one lift of asphalt concrete pavement as shown on the Plans for the typical roadway reconstruction section for Wrangell City Streets.
2. The top edge shall be hand raked to produce a smooth edge where the patch abuts the existing pavement.
3. The thickness shall be adjusted so that a smooth uniform grade exists after rolling.
4. The asphalt patch shall be rolled in such a way as to match the abutting surfaces, including wheel ruts if applicable.

3.3 CEMENT CONCRETE PAVEMENT PATCH

- A. After the subgrade for the pavement has been compacted and constructed to line and grade, the cement concrete pavement patch shall be placed, compacted and struck off to the grade of the adjacent pavement.
- B. Through and dummy joints shall be placed and edged to match existing joints.
- C. The surface shall be finished and brushed with a fiber brush.

- D. Approved curing compound shall be placed on the finished concrete immediately after finishing.
- E. Concrete used in patches shall be in accordance with Division 3 specifications unless Type III Portland cement is required because of urgency of opening the street to traffic.

3.4 ASPHALT CONCRETE PAVEMENT

- A. Installation of full lane-width asphalt concrete pavement for resurfacing the Wrangell City Streets shall conform to the applicable requirements of these Specifications.
- B. After the subgrade has been properly prepared and prime coat applied, the Contractor shall place one lift of asphalt concrete pavement as shown on the Plans for the typical roadway reconstruction section for Wrangell City Streets.
- C. The edges of the existing asphalt pavement and castings shall be painted with hot asphalt cement or tack coat immediately before placing the asphalt patching material.
- D. The asphalt concrete pavement shall then be placed, leveled, and compacted to conform to established cross section, grade, and super elevation to match adjacent paved surface.

3.5 ASPHALT CONCRETE OVERLAY

- A. Asphalt Preparation:
 - 1. Before construction of an asphalt concrete pavement overlay on an existing surface, all fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement.
 - 2. All excess asphalt joint filler shall be completely removed and all premolded joint filler shall be removed to at least 1-1/2 inch below the surface of the existing pavement.
 - 3. All types of existing pavement or bituminous surfaces shall be thoroughly cleaned by sweeping to remove dust and other foreign matter.
- C. Asphalt Placement:

1. When the surface of the existing pavement or old base is irregular, it shall be brought to uniform grade and cross section as required by the Borough.
2. Preleveling of uneven or broken surfaces over which asphalt concrete is to be placed is required and may be accomplished by the use of asphalt concrete placed with a motor patrol grader, a paving machine, by hand raking, or by a combination of these methods.
3. After placement, the asphalt concrete used for preleveling shall be compacted thoroughly with rollers.

D. Existing Pavement / Oiled Surface:

1. When asphalt concrete pavement is to be constructed over an existing paved or oiled surface, in addition to the preparation as outlined hereinbefore, all holes and small depressions shall be filled with an appropriate class of asphalt concrete mix.
2. The surface of all patched area shall be leveled and compacted thoroughly.
3. All previous patches that have settled shall be preleveled so that depth of overlay does not exceed 2 inches in thickness.

E. All existing surfaces shall be treated with a tack coat prior to paving.

F. Surfacing:

1. After preparation of the base course, a 2 inch minimum compacted full width layer of Type II asphalt concrete shall be placed on top of an existing paving surface.
2. Surfacing shall be placed in such a manner as to prevent disturbing existing drainage.
3. Surfacing shall be feathered out as required to meet existing driveways, catch basins, traffic control pads,

street intersections, etc., and shall include thickened edge paving where it is now existing.

- G. Asphalt overlay shall conform to ADOT&PF Standard Specifications for Highway Construction, latest edition.

3.6 BITUMINOUS

- A. Unless otherwise specified, all light bituminous surface treatment shall conform to ADOT&PF Standard Specifications for Highway Construction, latest edition.
- B. The subbase shall be treated with prime coat prior to application of the first lift of bituminous surface treatment.

3.7 CRUSHED AGGREGATE SURFACING

- A. Existing crushed aggregate surfacing shall be replaced with new material.
- B. Thickness of the course shall be as shown on the Plans or as directed by the Engineer.
- C. When the utility line is along the shoulder of the road way, the Contractor may be directed to place crushed surfacing along shoulder of the roadway; thickness shall be as required by the Borough.
- D. During dry periods, the Engineer may require water sprinkling prior to and during the placement of crushed aggregate; the cost of such sprinkling shall be included in the unit bid for crushed aggregate.

3.8 TEMPORARY TRENCH PATCH

- A. The Contractor may be required to furnish and install a temporary trench patch only when specifically directed by the Owner or as provided in the Plans.
- B. Patch shall be 2-inch thick course of crushed aggregate and a 2-inch thick course of cold asphalt plant mix placed over the trench area.
- C. The Contractor shall maintain temporary patch until the

permanent patch is installed.

3.9 DUST OIL

- A. General:
 - 1. All dust oil shall be PS-300 Fuel Oil or equivalent.
 - 2. The dust oil shall be applied by means of a bituminous distributor, so that uniform distribution is obtained over all points of the surface to be treated.
 - 3. The entire width of the roadway shall be treated.
 - 4. Dust oiling will not be permitted at temperatures below 50°F.
 - 5. Oiling shall not be started unless trenches have been compacted, streets cleaned and reshaped and base course of crushed rock or gravel applied.
 - 6. Dust oil shall not be applied to top course material.
 - 7. The allaying of dust prior to and subsequent to this application of dust oil shall be solely the Contractor's obligation in accordance with other provisions of these specifications.

3.10 ADJUSTING MANHOLES TO GRADE

- A. Manholes:-
 - 1. The Contractor shall adjust manhole castings to final grade by adding grade rings and/or mortar under the casting and patching with Type III asphalt concrete.
- B. The Contractor shall exercise extreme care in preventing foreign material from entering the sewer system.
- C. All manholes shall be adjusted to grade after the asphalt concrete surfacing has been placed.
- D. Disturbed area around cover shall be patched and sealed to the satisfaction of the Borough.
- E. The Contractor shall take care not to extend the manholes above finished grade.

3.11 ADJUSTING MONUMENT CASES AND VALVE BOXES TO GRADE

- A. Monument cases and/or valve boxes shall be adjusted to final grade and patched with Type III Portland cement concrete.
- B. Adjustment shall be made after the resurfacing.
- C. Patching around monument case and/or valve boxes shall be done to the satisfaction of the Borough.
- D. Valve boxes shall be adjusted to the satisfaction of the Borough.
- E. The Contractor shall take care not to extend the monument cases and/or valve boxes above the finished grade.

END OF SECTION

26. CLARIFICATION; The City and Borough of Wrangell will make the waste area near the golf course available for the contractor to use to dispose of earthen debris, rock and crushed rock from the roadway excavation. Not construction materials, woody materials, or construction wastes shall be allowed to be disposed of in the waste area.

27. ADEC PERMITS: The required ADEC approval to construct for the water, wastewater, and storm sewer systems has been attached as Appendix #5.

END OF ADDENDUM NO. 1

Attachment No. 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Example

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Owners/Contractors Prot.						PERSONAL & ADV INJURY \$ 500,000
	<input checked="" type="checkbox"/> XCU Explosion						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City and Borough of Wrangell and R&M Engineering-Ketchikan, Inc. are additional insureds in all policies except workers compensation.

CERTIFICATE HOLDER

CANCELLATION

EXAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment No. 2

AGREEMENT

FOR

CASSIAR STREET ROADWAY AND UTILITIES IMPROVEMENTS

THIS AGREEMENT made and entered into this ____ day of _____, 201__, by and between the **CITY & BOROUGH OF WRANGELL**, P.O. Box 531, Wrangell, Alaska 99929, hereinafter called "**OWNER**," and _____, licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**."

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Scope of Work. The **CONTRACTOR** shall perform and provide, within the time stated in the Contract Documents, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed including the providing of all work, labor, services, materials, utility, mobilization and demobilization and other acts necessary to perform the Contract in a workmanlike manner (hereinafter referred to as "Construction"), in connection with:

City & Borough of Wrangell CASSIAR STREET ROADWAY AND UTILITIES IMPROVEMENTS

and in strict conformity with the Contract Drawings and Engineering Specifications, including any and all Addenda issued by the **OWNER**, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract."

The work to be paid under this contract shall include the following:
_____ (as selected for award under the Base Bid and Additive Alternates as shown in the Bid Summary).

Section 2: Construction Time.

(a) The WORK completion schedule is: The **OWNER** will open the site to the

CONTRACTOR concurrently with the Notice to Proceed and receipt of the signed Agreement from the Contractor. The contract completion times shall be in accordance with the following. The Earliest Start Date shall be the date of the Notice to Proceed. The Substantial Completion Date shall be October 31, 2014. The Final Date shall be November 15, 2014 .as defined in the Special Conditions, to the satisfaction of the **OWNER** within the time for completion as specified in these Contract Documents.

Section 3: Contract Amount. As and for full payment, and in consideration of the timely and proper performance of all construction and work called for by the Contract, as defined herein, and performance of all the terms and conditions thereof, the **OWNER** shall pay the **CONTRACTOR** in currency of the United States, as follows:

(a) If the Bid Proposal calls for single lump sum price(s), the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount of _____ Dollars (\$ _____)

(b) If the Bid Proposal calls for unit prices, the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount computed from the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and the actual quantities of units furnished. It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should the quantities of any of the units of work and construction be increased, the **CONTRACTOR** shall perform the additional work at the unit prices set forth in the Bid Proposal, and should the quantities be decreased, payment will be made based on the actual quantities installed at the unit prices set forth in the Bid Proposal and the **CONTRACTOR** will make no claim for anticipated profits, or cost recovery for any increase or decrease in the quantities except as specifically provided in the General Conditions. Based upon the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the estimated Total Contract Amount is _____ (\$ _____).

It is further agreed that the **CONTRACTOR** shall start all work and construction within ten (10) days after delivery of the **OWNER'S** Notice to Proceed, unless otherwise specified in such Notice to Proceed, and shall complete all work and construction in accordance with the construction schedule and time for completion as provided in the Contract Documents.

Section 4: Payment Procedures. The **CONTRACTOR** shall submit Applications for Payment as defined in the General Conditions. Applications for Payment will be processed as provided in the General Conditions. Progress payments will be paid in full in accordance with 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**.

Section 5: 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 Section 2 herein, plus any extensions thereof allowed in accordance with 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** \$1,000.00 for each Calendar Day that expires after the Substantial Completion time specified in Article 2 herein. The amount of liquidated damages specified in this Section is acknowledged by the **CONTRACTOR** and agreed to by the **CONTRACTOR** to be a reasonable estimate of the actual damages suffered by the **OWNER**.

Section 6: Contract Documents. The Contract, and the component parts of this Contract, entered into by the acceptance of the **CONTRACTOR'S** Bid Proposal and the signing of this Agreement, consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

1. This Agreement;
2. Notice to Contractors Inviting Bids;
3. Information for Bidders;
4. Notice of Award;
5. Bid Proposal as accepted;
6. Change Orders;

7. Addendum No(s). _____;
8. Performance Bond;
9. Payment Bond;
10. Notice to Proceed;
11. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement.
12. Certificate of Insurance;
13. Notice to Proceed
14. State of Alaska, Department of Labor, Schedule of Laborer's and Mechanic's Minimum Rates of Pay, dated _____ as hereafter amended from time to time;
15. General Conditions;
16. Special Conditions consisting of _____ (____) pages;
17. Engineering Specifications bearing the title _____ consisting of _____ (____) pages.
18. Contract Drawings, consisting of _____ (____) pages with each sheet bearing the general title _____.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OWNER:

CITY & BOROUGH OF WRANGELL

By: _____

Borough Manager

ATTEST:

Borough Clerk

Approved as to Form:

By: _____
Borough Attorney

Reviewed and Approved as
to Content

By: _____

Certified Funds Available

By: _____

Account No. _____

CONTRACTOR:

Name of Contractor

By: _____
(Signature of authorized officer)

(Title of person signing)

DISTRICT ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 201____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ and the _____ of the **CITY AND BOROUGH OF WRANGELL**, a first class city, the entity which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

(Seal)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as _____ in the foregoing instrument; that _____, who signed said instrument on behalf of said Corporation, was then President of said corporation; that said instrument was duly signed for in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Signature)

CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____
(Name) (Name)

known to be the President and Secretary of _____, a corporation formed under the laws of the State of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he(she)(they) were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he(she)(they) signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 201__, before me, a Notary Public, personally appeared _____ known to me to be (one of) the partner(s) of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DATED: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

(Seal)

Attachment No. 3

BID FORM

The prices established in the Bid Proposal shall be full payment for all work described in the project manual, plans, and associated documents or directed by the City and Borough of Wrangell. The bidder has thoroughly and completely reviewed the Contract Documents, plans, and specifications. Based on the undersigned's own estimate of costs and investigations and research of the proposed work, the bidder agrees to accept as full payment, the amounts quoted in the Bid Proposal. Write below the total project cost (total of all bid items above.)

NOTE: Show unit price, extensions, and bid total in number form only.

BASE BID

Item	Description	Unit	#Units	Unit Price	Cost
1	Mobilization / Demobilization	LS	All required		
2	Construction Surveying	LS	All required		
3	Traffic Control and Signage	LS	All required		
4	Removal / Disposal of Asbestos Concrete Pipe	LF	1,150		
5	Removal / Disposal of DI Water Main	LF	50		
6	Removal / Disposal of Existing Sanitary main	LF	700		
7	Removal / Disposal Of Existing Sanitary Manhole	EA	4		
8	8" HDPE Water Main	LF	1,300		
9	Connect to Existing Water Main	EA	3		
10	Fire Hydrant	EA	4		
11	Water Service Connections	EA	13		
12a	8" Gate Valves	EA	8		
12b	6" Gate Valves	EA	2		
13	8" SDR 35 Sewer Pipe	LF	1,100		
14	Sewer Laterals	EA	13		
15	48" Sanitary Manhole	EA	6		
16	Sanitary Main Cleanout	EA	2		
17	Insulation Board	SF	1,450		
18	Common Excavation	CY	450		

19	Solid Rock Excavation (Including Utility Trenches)	CY	600		
20	4" Minus Backfill	CY	250		
21	D1 Surfacing	CY	320		
22	Asphalt Concrete	SF	23,000		
23	Curb and Gutter	LF	1,600		
24a	Type IV Catch Basin	EA	13		
24b	Storm Manhole	EA	6		
25	18" CPP Storm Main	LF	1350		
26	Storm Laterals	EA	12		
27.	Reconstruct Wood Stairways	EA	5		
28.	Reconstruct Concrete Driveways	SF	300		
29.	2" Water Blowoff Assembly	EA	1		

Total Base Bid Price

\$ _____

Total Base Bid Price in Words

\$ _____

Additive Alternate (Water Main Construction Extension In McCormack R/W)

Item	Description	Unit	#Units	Unit Price	Extended Price
9	Connect to Existing Water Main	EA	1		
8	8" HDPE Water Main	LF	180		

Total Additive Alternate Price

\$ _____

Total Additive Alternate Price in Words

\$ _____

By: _____

Firm: _____

Address: _____

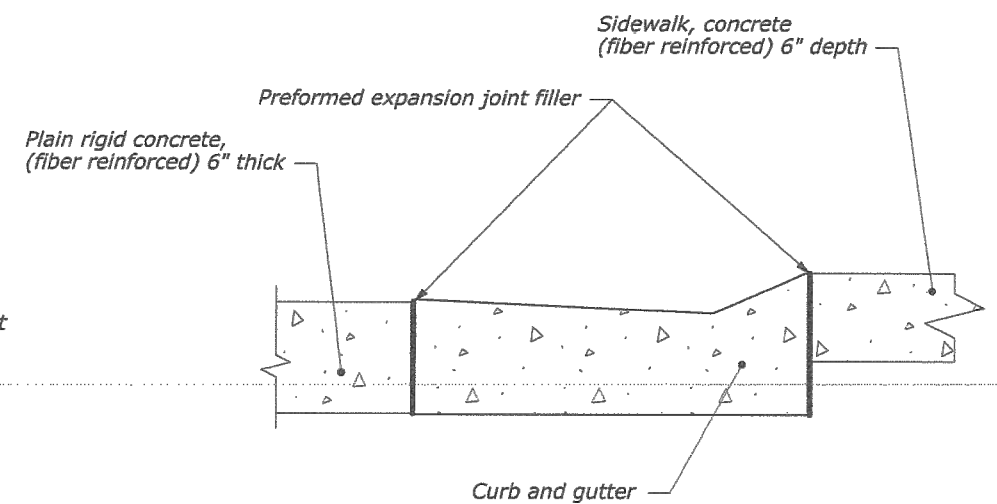
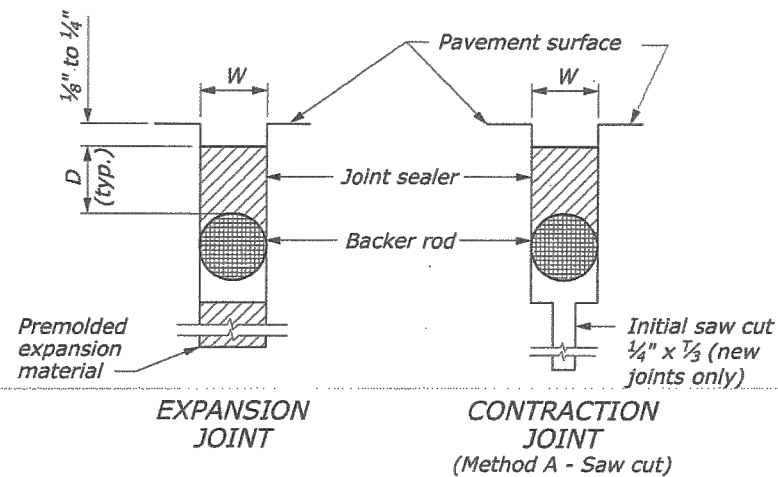
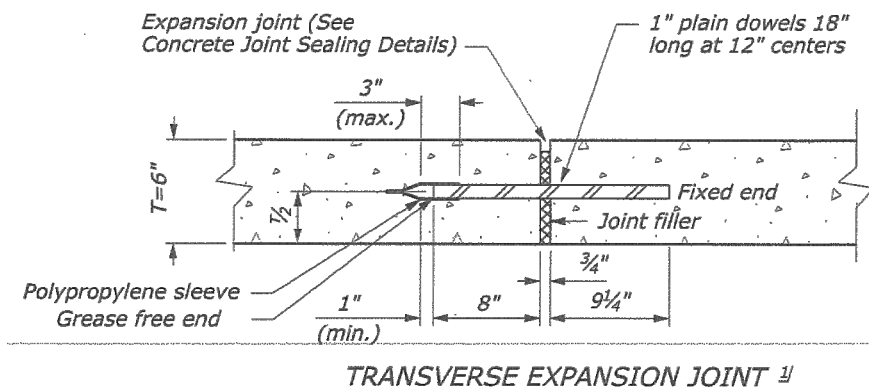
Title: _____

Firm: _____

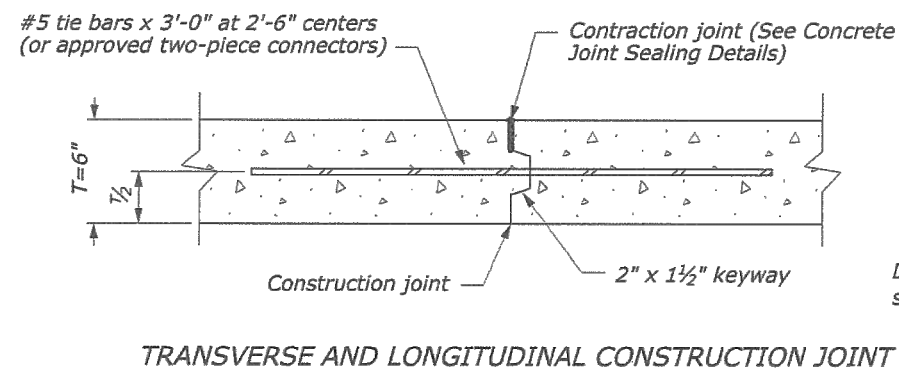
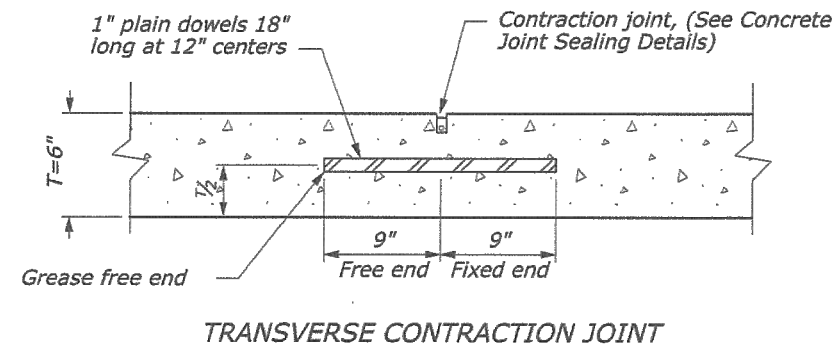
Date: _____

Fax: _____

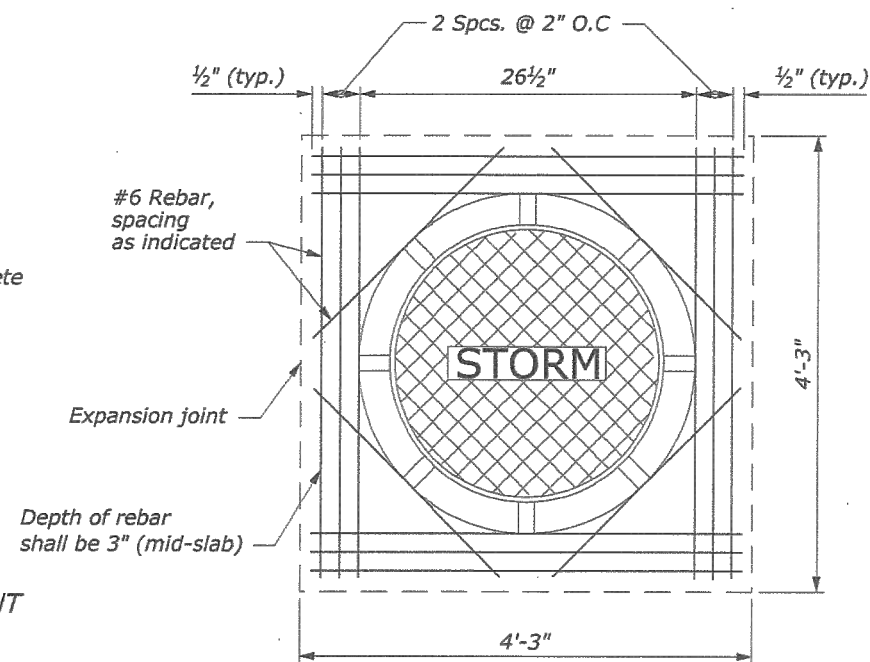
Attachment No. 4



REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT JOINT SEALING DETAILS 2/



CONCRETE PAVEMENT JOINT DETAILS



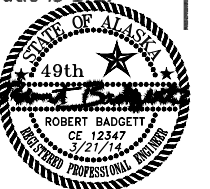
SANITARY SEWER AND STORM DRAIN MANHOLE EXPANSION JOINT BOX-OUT

NOTE:

1. Anchor tie bars and dowels into existing concrete pavement with epoxy resin adhesive.
2. W= 3/8-inch for longitudinal contraction joints and 3/4-inch for transverse expansion and contraction joints when field conditions require larger openings.

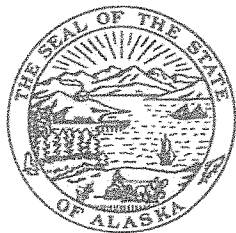
FOOTNOTE:

- 1/ Space expansion joints a minimum of 150-feet or as shown on plans.
- 2/ Maintain joint sealant width to depth (W:D) ratio of 1:1 except that when silicone sealant is used, the W:D ratio is 1:2



				Designed: RKB	Approved: RKB	 R&M ENGINEERING-KETCHIKAN, INC. 355 CARLANNA LAKE ROAD KETCHIKAN, ALASKA 99901	Client: CITY AND BOROUGH OF WRANGELL PO BOX 531 WRANGELL, ALASKA 99929	Project: CASSIAR STREET & UTILITY IMPROVEMENTS	Sheet Description: ADDENDUM #1 CONCRETE PAVING DETAILS	Sheet No. A4
				Drawn: RKB	Date: February 26, 2014					
Date	No.	Description	By	Checked: TSS	PROJECT #: 132303					

Attachment No. 5



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF WATER
Wastewater Discharge Permit Program

410 Willoughby Avenue, Suite 303
Post Office Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5300
Fax: 907.465.5274
www.dec.alaska.gov/water

February 24, 2014

Robert Badgett, P.E.
R&M Engineering-Ketchikan, Inc.
355 Carlanna Lake Road, Suite 200
Ketchikan, Alaska 99901

Re: Approval to Construct Authorization
Cassiar Street Utility Improvements, Wrangell, Alaska
ADEC Plan Tracking Number 9721

Dear Mr. Badgett:

Thank you for the revised application filed with the Department on February 14. The Department reviewed the engineering plans and supporting documentation included with this application. In accordance with 18 AAC 72.225, Approval to Construct the proposed municipal wastewater utility improvements is hereby granted. This approval includes constructing 1,272 linear feet of sanitary sewer main and 1,094 linear feet of storm sewer main. A *Construction and Operation Certificate* is also enclosed for your records.

A variance for any proposed installation that will not meet the minimum water to sewer main separation distance requirements of 18 AAC 72.020 and 18 AAC 80.020 must be obtained from the ADEC Water Program prior to construction. All lesser separation distance construction work must be mitigated to protect public health as per the submitted design plans and American Water Works Association (AWWA) trench and fill construction guidelines. Construction activities must subscribe to AWWA or comparable and all other pertinent federal, state, and city laws and ordinances.

Advisories and Recommendations:

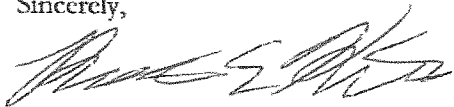
1. This construction approval is valid for two years. If the project is not constructed within two years, new plans and associated fees must be submitted to ADEC for review and approval.
2. This approval is contingent upon compliance with the conditions of Wastewater Disposal Regulations, 18 AAC 72.235, Construction Certification. The noted section of the regulations requires that a "Certification of Construction" be completed and submitted to the Department within ninety (90) days of completion of construction. Record drawings, submitted by your engineer, must indicate any changes or deviations from the approved plans to facilitate final review. A "Certification of Construction" form is enclosed for your use.

3. This approval is contingent upon your receipt of any other state, federal or local authorizations which are required for your project. You are required to obtain all other necessary authorizations before proceeding with your project.
4. You are advised that if this development will require placing fill in wetlands or working in a stream, river, or lake, permits from the U.S. Army Corps of Engineers and the Alaska Department of Fish and Game may be required. A Coastal Projects Questionnaire will help you identify other permits and approvals that may be required for your project.

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, 555 Cordova Street, Anchorage, Alaska 99501, within 15 days of receipt of the plan review decision. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, Juneau, Alaska 99801, within 30 days of the decision. If a hearing is not requested within 30 days, the right to appeal is waived.

Please call me at 907-465-5167 if you have comments or questions.

Sincerely,



Robert E. Kimble
Engineering Associate I

Enclosure: *Construction and Operation Certificate*
Certification of Construction for Domestic Wastewater Systems



STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONSTRUCTION AND OPERATION CERTIFICATE
FOR
DOMESTIC WASTEWATER DISPOSAL SYSTEMS

ADEC PTN#: 9721

A. APPROVAL TO CONSTRUCT

Plans for the construction or modification of the following domestic wastewater disposal system:

Municipal sanitary and storm sewer improvements

located at Cassiar and McCormack Streets, Wrangall, Alaska,

submitted in accordance with 18 AAC 72.210 by Robert Badgett have been reviewed and are

☒ approved.

☐ conditionally approved (see attached conditions).

BY Robert E. Kimble

Engineering Associate I

TITLE

2/24/2014

DATE

If construction has not started within two years of the approval date, this certificate is void and new plans and specifications must be submitted for review and approval before construction.

B. APPROVED CHANGE ORDERS

Change (contract order number or descriptive reference)

Approved by:

Date:

C. APPROVAL TO OPERATE

The "APPROVAL TO OPERATE" section must be completed and signed by the Department before this system is made available for use.

The construction of the _____ domestic wastewater disposal system was completed

on _____ (date). The system is hereby granted interim approval to operate for 90 days following the completion date.

BY _____

TITLE _____

DATE _____

As-built/record drawings, submitted to the Department, or an inspection by the Department, has confirmed that the domestic wastewater disposal system was constructed in substantial conformance with the approved plans. The system is hereby granted final approval to operate.

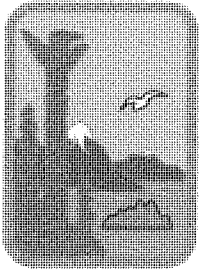
BY _____

TITLE _____

DATE _____

Distribution:

1. Retain original for project file
2. Make copies for distribution



State of Alaska
DEPARTMENT OF ENVIRONMENTAL CONSERVATION



Certification of Construction for Domestic Wastewater Systems

Instructions: Within 90 days after the construction, installation, or modification of a project is completed, the owner, the contractor(s) responsible for constructing the project, and a registered engineer responsible for construction inspection, must complete and sign this form declaring that the project was constructed in accordance with the most recent Department-approved plans, or in accordance with the attached as-built drawings.

If a project is being completed in phased construction, a map shall be attached showing that portion of the project being declared completed on the date stated in Section A - Owners Section. Completion of each phase of a project must be declared as it is completed. Additional Certification of Construction forms are available from any Department of Environmental Conservation office.

Please type or print, except for signatures

SECTION A- Owner's Section

Name and brief description of the project _____

Owner Name _____

Owner Address _____

City State Zip

ADEC Project No. _____ Date Project Completed: _____

I certify that I am the owner of the above-referenced project. I further certify that this project was constructed in accordance with the latest plans submitted to and approved by the Alaska Department of Environmental Conservation (ADEC), or in accordance with the attached as-built drawings. I understand that I may be required to take remedial measures to correct any construction which was completed without prior ADEC approval, which departs from the approved plans, and which is found to be inconsistent with the applicable requirements of ADEC wastewater disposal regulations (18 AAC 72).

Signature of Owner

(Please Sign in Ink)

Date

SECTION B- Contractor's Section

I certify that I (or an individual under my direct supervision) have conducted an inspection of the project referenced in Section A, or portions of the project which I had the responsibility for constructing, and that to the best of my knowledge and information, the project, or those portions, was or were constructed in accordance with the latest plans submitted to and approved by the Alaska Department of Environmental Conservation, or in accordance with the attached as-built drawings.

Printed Name of Contractor

Signature of Contractor

Date

For multiple contractors, if applicable:

Printed Name of Contractor

Signature of Contractor

Date

Printed Name of Contractor

Signature of Contractor

Date

SECTION C- Engineer's Section

I certify that I (or any individual under my direct supervision) have conducted an inspection of the above referenced project, and that to the best of my knowledge and information, the project was constructed in accordance with: (check one of the following)

☐ the latest plans submitted to and approved by the Alaska Department of Environmental Conservation

or

☐ in accordance with the attached as-built drawings.

I further certify that:

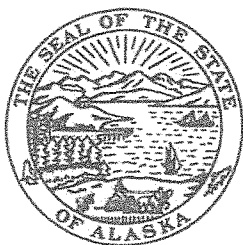
☐ all conditions placed on the construction approval have been met as described briefly below: (if using a cover letter, you may write "see cover letter")

Signature of Professional Engineer
Responsible for Construction Inspection
(Please Sign in Ink)

State of Alaska
Professional Engineer
Registration Number

Date

Typed or Printed Name of Professional Engineer



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Drinking Water Program
Kenai/Southeast Area Office

410 Willoughby Avenue, Suite 303
Juneau, Alaska 99801
907.465.5317
Fax: 907.465.5362

February 24, 2014

Carl Johnson
Public Works Director
City and Borough of Wrangell
PO Box - 531
Wrangell, Alaska 99929

RE: City of Wrangell
Community Water System: Public Water System ID# 120143
Cassiar Street water line project (Project # 9102)
Conditional Approval to Construct with Two Waivers

Dear Mr. Johnson:

We have reviewed the plans, specifications, and the request for approval to construct for the referenced public water system. Conditional construction approval is granted with one lumped horizontal separation distance waiver and one lumped vertical separation distance waiver. This letter and the enclosed "Construction and Operation Certificate" are the written approval required by State of Alaska Drinking Water Regulations, 18 AAC 80. Please use the noted public water system identification number (PWS ID#) to identify this water system and the project number to identify this particular project.

Project Description

This project entails replacing existing old and deteriorating water, sanitary sewer, and storm drains in Cassiar Street in Wrangell. However, approval in this letter is restricted to the replacement of approximately 1400 linear feet of 8-inch HDPE water line.

Horizontal Separation Distance: A minimum horizontal separation distance of 10 feet will be maintained between sanitary and storm drain sewers and water mains at all locations with the exception from approximately station 8+00 thru station 11+50 and area near station 13+20 onwards. A lumped horizontal separation distance waiver is granted due to the site configuration such as steep slopes and narrow right-of-way.

Vertical Separation Distance: Several vertical separation crossings are identified in this project. The crossings are at stations 4+10, 9+45, and 12+30. All of these crossings are lumped into one vertical separation distance waiver. This vertical separation distance waiver is granted because of site configuration.

This Construction Approval is subject to the following conditions

1. The lumped horizontal separation distance waiver given is contingent upon pressure testing of sewer and storm drain lines barring testing those storm drains where pressure testing may cause more harm than good.
2. Except as noted in condition # 1, a minimum separation distance of 10 feet must be maintained between all water and wastewater features (including sewer manholes), as measured from the closest edges of each feature. If this distance cannot be met, a separation distance waiver must be requested and granted prior to construction.
3. ADS® storm drain pipe or Hancor Blueseal® storm drain pipe meeting the requirements of ASTM D3212 to withstand pressure of 25-ft head will be used for new storm drains on crossings and horizontal separation distance waiver areas.
4. All materials used in this water system that will contact potable water must be approved for that use by NSF International, Underwriter Laboratories (UL), or an equivalent organization that evaluates products using NSF/ANSI Standard 61. In the absence of NSF/ANSI 61 certification, materials must be approved by the Department on a case-by-case basis prior to construction.
5. Written approval of deviations from approved plans which affect capacity, flow, operation, major design of units, materials of major system components, or separation distances, is required prior to their implementation.
6. All water containing high levels of chlorine used during the disinfection process must be properly managed. This will require chlorine neutralization or disposal in an appropriate wastewater treatment and disposal system. This water must be managed to avoid adverse effects on groundwater, surface water or the environment.
7. This approval is valid for two years from the date of this letter. If the applicant fails to construct, install, alter, renovate, or improve the water system within two years, the approval is void and the plans and information required under 18 AAC 80.210(a) must be resubmitted for Department review and approval. If during the two-year period, the site conditions, plans, and information, and requirements of this chapter do not change, and if the applicant pays the fee required by 18 AAC 80.1910(b)(12), the Department may grant the applicant an extension.
8. This approval is also contingent upon your receipt of any other state, federal or local authorizations which are required for your project. You are required to obtain all other necessary authorizations before proceeding with your project.

To obtain Interim Approval to Operate

Upon completion of construction and prior to serving water, provide the following information for Interim Approval to Operate:

1. Certification by the project engineer that construction has been completed under the direction of a registered engineer in accordance with the approved plans.
2. A statement by the project engineer that sewer and storm drain lines were satisfactorily pressure tested as required in condition # 1 under Construction Approval.
3. Certification that only lead-free and NSF/ANSI 61 materials were used in the construction.

4. Verification that the water lines were successfully pressure tested.
5. Verification that the system was properly disinfected and verified to be free of Coliform bacteria in accordance with applicable AWWA standards or methods approved by the department prior to construction.
6. Provide written confirmation that all applicable minimum separation distance requirements have been met during construction.

To obtain Final Approval to Operate

1. Submit record drawings, sealed, signed and dated by a registered engineer. The record drawings should include clear delineations of any changes or deviations from the approved plans. Record drawings must also include details demonstrating compliance with minimum separation distance requirements. Construction details must be included for all water and sewer main crossings.

Approval Limitations

This approval does not imply the granting of additional authorizations, nor obligate any federal, state, or local regulatory body to grant required authorizations. This is not an approval of omissions or oversights by this office or noncompliance with any applicable regulation. The Department's construction approval does not guarantee correctness of the functional design or waive the owner's responsibility for compliance with State regulations.

Appeal Process

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195-18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, Elaine Busse Floyd, 555 Cordova St., Anchorage, Alaska 99501, within 15 days of receipt of this decision. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, Larry Hartig, 410 Willoughby Avenue, Suite 303, Juneau, Alaska 99801, within 30 days of this decision. If a hearing is not requested within 30 days, the right to appeal is waived.

Sincerely,



David Khan, P.E.
Engineer

Enclosure: Construction and Operation Certificate (Construction portion signed)

cc: Robert Badgett, P.E./R & M Engineering Inc. -Ketchikan
Eric Burg, Environmental Specialist/ADEC-Soldotna



STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONSTRUCTION AND OPERATION CERTIFICATE
FOR
PUBLIC WATER SYSTEMS

PWSID 120143-
PR # 9102-

A. APPROVAL TO CONSTRUCT

Plans for the construction or modification of Cassiar Street Water Improvements -
~ 1400' of 8"HDPE water line 2 waivers - public water system located in
Wrangell - , Alaska, submitted in accordance with 18 AAC 80.300
by Robert Badgett, PE/R&M Engineering - Ketchikan have been reviewed and are

☐ approved.

☒ conditionally approved. (See letter dated 2.24.14)

BY *David Khan*
David Khan, PE

Engineer
TITLE

2/24/2014-
DATE

If construction has not started within two years of the approval date, this certificate is void and new plans and specifications must be submitted for review and approval before construction.

B. APPROVED CHANGE ORDERS

Change (contract order number or descriptive reference): Approved by: Date:

C. APPROVAL TO OPERATE

The "APPROVAL TO OPERATE" section must be completed and signed by the Department before this system is made available for use.

The construction of the _____ public water system was completed

on _____ (date). The system is hereby granted **interim** approval to operate for 90 days following the completion date.

BY TITLE DATE

As-built/record drawings, submitted to the Department, or an inspection by the Department, have confirmed that the system was constructed according to the approved plans. The system is hereby granted final approval to operate.

BY TITLE DATE

Distribution: 1. Retain original for project file
2. Make copies for distribution