



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

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# **Alaska Utilities Manual**

*Effective June 17, 2022*





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## Foreword

The purpose of this manual is to concentrate within a single document the policies adopted by the Alaska Department of Transportation and Public Facilities (DOT&PF), for the administration and accommodation of utilities within Department right of ways and lands. Produced with the guidance and input from each of the regional ROW sections, it is intended to serve as a reference and guide to the policies, procedures, and processes that affect utility issues encountered by DOT&PF in the execution of its duties and to assist other government entities, such as local governments involved in placing utilities in their respective right of ways. This is not intended to be an exhaustive desk manual but instead sets forth clear expectations under our agreement and with our funding partners. While great care has been taken to ensure all the relevant citations have been provided to the reader, the onus is on the ROW and Utilities professionals to know and keep current on the laws and regulations affecting this manual.

This current version supersedes all prior versions of the *Alaska Utilities Manual* as of June 2022. This version:

- updates the State’s accommodation policies in Chapter 3.2 to acknowledge the Making Opportunities for Broadband Investment and Limiting Excessive and Needless Obstacles to Wireless (MOBILE NOW) Act, enacted as [47 USC 1501-1504](#) and implemented through [23 CFR 645.301 – 23 CFR 645.309](#); and
- updates indemnification language on the Utility Permit template in Chapter 7.

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## GLOSSARY OF ACRONYMS

**AAC:** Alaska Administrative Code  
**AAPM:** Alaska Aviation Preconstruction Manual  
**AASHTO:** American Association of State Highway and Transportation Officials  
**AG:** Attorney General  
**AGDC:** Alaska Gasline Development Corporation  
**AAHP:** Alaska Highway Preconstruction Manual  
**APWA:** American Public Works Association  
**ARRC:** Alaska Railroad Corporation  
**AS:** Alaska Statute  
**ATA:** Authority to Advertise  
**ATP:** Authority to Proceed  
**ATR:** Automated Traffic Recorder  
**AWWA:** American Water Works Association  
**BMP:** Best Management Practices  
**CE:** Construction Engineering  
**CFR:** Code of Federal Regulations  
**DCCED:** Department of Commerce, Community and Economic Development  
**DEC:** Department of Environmental Conservation  
**DF&G:** Department of Fish and Game  
**DNR:** Department of Natural Resources  
**DOLWD:** Department of Labor Workforce Development  
**DOT&PF:** Department of Transportation and Public Facilities  
**FAA:** Federal Aviation Administration  
**FAHP:** Federal Aid Highway Program  
**FHWA:** Federal Highway Administration  
**KABATA:** Knik Arm Bridge and Toll Authority  
**LPA:** Local Public Agency  
**MOU:** Memorandum of Understanding  
**NOI:** Notice of Intent  
**NOT:** Notice of Termination  
**NTP:** Notice to Proceed  
**PDA:** Project Development Authorization  
**PE:** Preliminary Engineering  
**PIH:** Plans-In-Hand  
**PS&E:** Plans, Specifications, and Estimate  
**RCA:** Regulatory Commission of Alaska  
**RFP:** Request for Proposal  
**ROW:** Right-of-Way  
**SHPO:** State Historical Preservation Office  
**SSB:** Scope, Schedule and Budget  
**STIP:** Statewide Transportation Improvement Program  
**SUE:** Subsurface Utility Engineering  
**SWPPP:** Storm Water Prevention Preservation Plan  
**WIM:** Weigh-in-Motion

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# 1. Organization and Administration

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- 1.1. Responsibility
- 1.2. History and Organization
- 1.3. Statutes, Regulations, Standards, and Appeals
- 1.4. Other State Agencies
- 1.5. Attorney General Opinion Requests
- 1.6. Federal Aid Program Guidelines

This Manual was developed to administer policies and procedures for accommodating, adjusting, and relocating utility facilities located within its rights-of-way and other lands that the Alaska Department of Transportation and Public Facilities (DOT&PF or the Department) holds a property interest. Such lands include highways, roads, airports, harbors, breakwaters, and section line easements. The Department of Administration manages state buildings.

## 1.1. Responsibility

The Department manages utility accommodation policies through the Utility Sections within each region. Each regional Utility Section is organized to support the needs in its region. The organizational charts in Figure 1-1 indicate the organization of each region.

The objective is to ensure that all utility facilities within the Department's rights-of-way maximize public safety, optimize the efficient use of rights-of-way by multiple utilities, minimize the potential for future relocation, and provide timely cost-effective solutions for utilities impacted by the Department's activities.

Regional utility engineers are responsible for implementing and administering the utility accommodation policy and coordinating utility relocations to facilitate the Department's construction program.

## 1.2. History and Organization

The Alaska Road Commission was created in 1905 and remained until 1959. The Department of Public Works was then created to oversee highways, airports, water and harbors, buildings, and other related functions.

The Governor established the Department of Highways and Public Works in 1962 by executive order. It remained as the parent organization of

Aviation, Water and Harbors, Buildings, and the newly created Division of Marine Transportation.

The Department of Highways was eliminated in 1977 and the Department of Transportation and Public Facilities was established to combine the work of the two previous departments (ref. appendix page 7-1).

### 1.2.1. Organization

The Department is organized geographically with regional offices in Juneau (Southeast Region), Anchorage (Central Region) and Fairbanks (Northern Region) as well as headquarters offices located in Juneau.

The commissioner of the Department of Transportation and Public Facilities is appointed by the governor and confirmed by the legislature. Under the commissioner are deputy commissioners and three regional directors.

The state headquarters chief of right-of-way is responsible for developing, implementing, and coordinating policies and procedures for accommodating utilities within Department owned rights-of-way and lands, in accordance with the latest statutes and regulations.

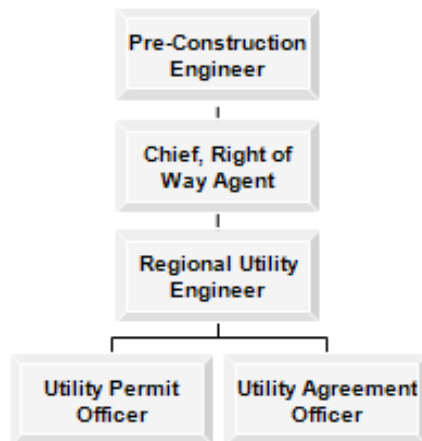
## 1.3. Statutes, Regulations, Standards, and Appeals

### 1.3.1. Alaska Statutes

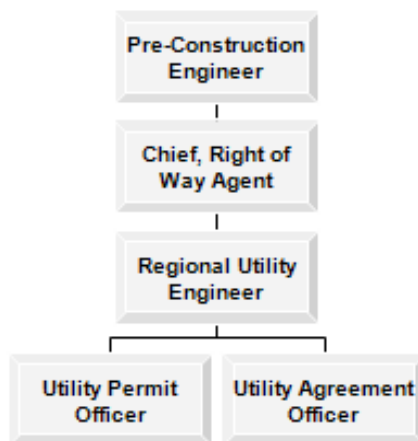
Alaska Statutes (AS) listed below authorizes the Department to adopt rules and regulations to implement the law and define the Department's powers and authority to manage utilities on airports, highways, and public facilities.

- AS 02.15 Aeronautics - Alaska Aeronautics Act of 1949
- AS 19.25 Highways and Ferries - Utilities, Advertising, Encroachments, and Memorials
- AS 30.15 Navigations, Harbors, Shipping, and Transportation Facilities - State Participation in Port Facilities and Development
- AS 35.10 Public Buildings, Works and Improvements - Public Works
- AS 44.42 State Government - Department of Transportation & Public Facilities

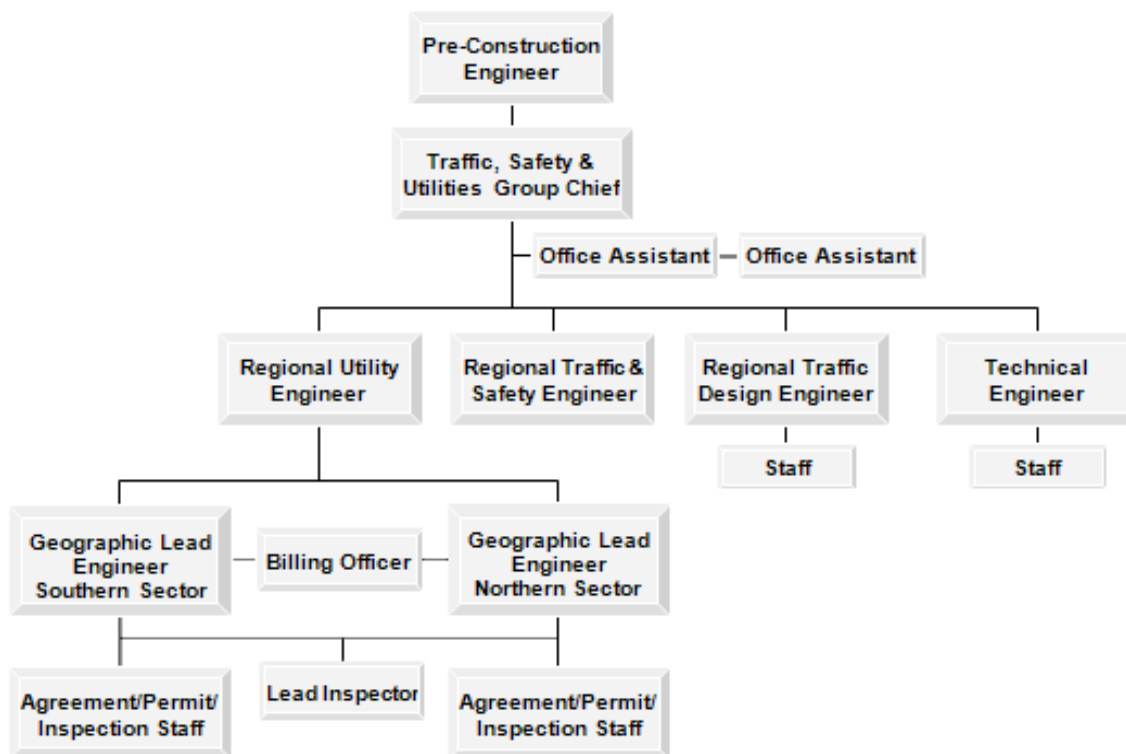
## Southeast Region



## Northern Region



## Central Region



**Figure 1-1  
Regional Organization**



### **1.3.2. Alaska Administrative Code**

The *Alaska Administrative Procedure Act* (AS 44.62) empowers the Department to prescribe regulations that are consistent with the laws of the state. The regulations pertaining to the administration of accommodation, adjustment, and relocation of utilities are contained in 17 AAC 15: Utility and Railroad Permits.

### **1.3.3. Standards**

Utility facilities installed in the Department's rights-of-way, public facilities, or airports shall be constructed in accordance with applicable codes and industry standards current at the time of application.

### **1.3.4. Appeals**

The Department has established a formal process to appeal its decisions that deny, modify, or revoke a permit or privilege under utility or railroad permitting. The procedure is found in 17 AAC 85: Transportation and Public Facilities - Appeals.

## **1.4. Other State Agencies**

The Alaska Statutes also authorize other state agencies and departments to permit and regulate utility construction, maintenance and operating practices, and standards.

### **1.4.1. The Department of Commerce, Community, and Economic Development**

The Department of Commerce, Community, and Economic Development (DCCED) regulates electric and telephone cooperatives under the authority of AS 10.25: Corporations and Associations - Electric and Telephone Cooperative Act. This Act:

- Allows the cooperatives to construct and maintain their facilities within publicly owned lands including all highway, road, and street rights-of-way.
- Defines construction standards to which compliance shall be met.

Cooperatives are still required to obtain a DOT&PF utility permit for use of rights-of-way and lands in which the Department holds a property interest.

### **1.4.2. The Department of Fish and Game**

The Department of Fish and Game (ADF&G) requires utility companies to obtain permits and approval of

plans prior to construction in and adjacent to anadromous fish streams and waters under the authority of AS 16: Fish and Game, Chapter 5 Fish and Game Code and Chapter 10 Fisheries and Fishing Regulations. These permits are independent of a DOT&PF utility permit.

### **1.4.3. The Department of Labor and Workforce Development**

The Department of Labor Workforce Development (DOLWD) regulates work safety practices under AS 18: Health, Safety and Housing - Safety. This provides for the establishment and enforcement of:

- Occupational safety and health standards
- Minimum electrical safety standards
- Procedures for working in the vicinity of high-voltage electrical lines and conductors
- Piping standards

The DOLWD also regulates minimum pay rates for laborers and mechanics in public contracts under AS 36.05: Public Contracts - Wages and Hours of Labor. These provisions are commonly known as the "Little Davis Bacon Act" and mirror the Federal Davis Bacon Act. The DOLWD administers minimum rates of pay for:

- Agency let contracts for utility installation or relocation
- Public utility let contracts for utility installation or relocation associated with a public contract
- Private utility let contracts for utility installation or relocation associated with a public contract
- Private utility force installation or relocation associated with a public contract

DOLWD requires weekly contractor labor reports for federal-aid projects and bi-weekly reports for state-funded projects. There is a fee for applicable contract work.

### **1.4.4. Municipalities**

Municipalities have the power to control and regulate public utilities under AS 29.35: Municipal

Government- Municipal Powers and Duties. The municipality is authorized to:

- Control and regulate the use of municipal rights-of-ways.
- Grant franchises to utilities not certified by the Regulatory Commission of Alaska (RCA)
- Permit and regulate the use of public streets and rights-of-way by the franchisee
- Regulate rates and charges of utility services furnished to the municipality or its inhabitants by a utility not regulated under AS 42.05

Municipalities are authorized to adopt platting requirements to control utility facilities installation and public utility easement dedications under AS 29.40: Platting, Planning, and Land Use Regulation.

#### **1.4.5. The Department of Natural Resources**

The Department of Natural Resources (DNR) issues permits, right-of-way leases and easements for field gathering lines, distribution and transmission pipelines, and telephone and electric distribution and transmission lines across state lands under the authority of AS 38: Public Land, Chapter 5 Alaska Land Act and Chapter 35 Right-of-Way Leasing Act and AS 38.95 - Miscellaneous Provisions; the exception being section line easements where the Department is the permitting authority per 17 AAC 15.031.

#### **1.4.6. State Historical Preservation Office**

The State Historical Preservation Office (SHPO) regulates the preservation of historical, pre-historical, and archeological resources that are threatened by public construction under Title 41 Public Resources, Chapter 35 - Alaska Historic Preservation (AS 41.35).

#### **1.4.7. The Regulatory Commission of Alaska**

The Regulatory Commission of Alaska (RCA) regulates the operations of utility and pipeline companies under the authority of Title 42 - Public Utilities and Carriers and Energy Programs, Chapter 5 Alaska Public Utilities Regulatory Act (AS 42.05) and Chapter 6 Pipeline Act (AS 42.06). These statutes make provisions for:

- Using borough and city streets for utility facilities

- Establishing requirements for joint-use of facilities
- The definition of additional utility and pipeline terms

#### **1.4.8. Alaska Legislated Corporations and Authorities**

The Alaska Legislature established several corporations and authorities to further the best interests of the state. The corporations and authorities may exist under a state department, or be a separate quasi-governmental entity with legislated missions and powers similar to other state departments.

Following are several examples of state corporations and authorities. Others may exist beyond those listed.

##### **Alaska Railroad Corporation**

The Alaska Railroad Corporation (ARRC) is established under AS 42.40 as a public corporation within DCCED. The corporation has a legal existence independent of the state. All ARRC rights-of-way are independent of Department rights-of-way and are designated as utility corridors to be used for transportation, communication, and transmission purposes. The placement of highway crossings or utility facilities across or through ARRC property requires a permit and/or easement from the ARRC.

##### **Alaska Gasline Development Corporation**

The Alaska Gasline Development Corporation (AGDC) is established under AS 38.34.03(a) and AS 18.56.086 as a public corporation within the Alaska Housing Finance Corporation. The purpose of the AGDC is to develop natural gas pipelines within the State of Alaska. DNR issued the AGDC a right-of-way lease (ADL 418997) for the Alaska Stand-Alone Pipeline, which applies to state lands in which DOT&PF has an interest or administers.

##### **Knik Arm Bridge and Toll Authority**

The Knik Arm Bridge and Toll Authority (KABATA) is established as a public corporation within DOT&PF. The purpose of the KABATA is to construct and operate a bridge connecting the Municipality of Anchorage and the Matanuska-Susitna Borough.

#### **1.4.9. The Department of Administration**

The Department of Administration (DOA) provides studies and designs in addition to implementing and

managing telecommunications systems and services of the state under the authority of AS 44.21: State Government - DOA.

#### **1.4.10. The Department of Environmental Conservation**

The Department of Environmental Conservation (DEC) regulates air and water pollution under the authority of AS 46: Water, Air, Energy, and Environmental Conservation.

AS 46.03: Environmental Conservation authorizes:

- The issuance of waste disposal permits
- Establishing safeguard standards for petroleum and natural gas pipeline construction, operation, and modification
- Establishing standards for the construction, improvement, and maintenance of public water supply systems, sewage disposal systems, and wastewater treatment facilities
- The approval of construction plans for water supply and treatment facilities, and sewage disposal and wastewater treatment facilities
- The management of the Alaska Pollutant Discharge Elimination System (APDES) Program under 18 AAC 83

AS 46.07: Village Safe Water Act authorizes the construction of village water supply and wastewater treatment systems.

AS 46.30: Certification of Water and Wastewater Works Operators provides for:

- Classifying all potable water supply systems and facilities and wastewater treatment systems and facilities
- Certifying water and wastewater operators

### **1.5. Attorney General Opinion Requests**

Legal opinions are rendered only by the Attorney General's Office. These opinions provide guidance for the Department's decisions, policies, and actions.

The regional utility engineer may request a conference or opinion from the assistant attorney general assigned to their region. The Attorney General's Office bills regions for legal support.

## **1.6. Federal Aid Program Guidelines**

### **1.6.11. Highways**

The Federal Highway Administration (FHWA) administers the Federal Aid Highway Program (FAHP) in accordance with the *Code of Federal Regulations* (CFR) Title 23 Highways.

FHWA and the Department formalize respective roles and responsibilities for managing the FAHP through the *Stewardship and Oversight Agreement*. Under the agreement, the design phase includes preparation and approval of utility agreements by the Department and utility certification by the Department that is approved by FHWA.

The FHWA Program Guide, Utility Relocation, and Accommodation on Federal Aid Highway Projects dated January 2003 provides additional guidance to the (CFR).

FHWA's approval of this Alaska Utilities Manual constitutes FHWA determination Alaska DOT&PF policies satisfy the provisions of 23 USC 109, 111, and 116, and 23 CFR 1.23 and 1.27, and the requirements of 23 CFR 645, and approves these policies for use on federal-aid highway projects in Alaska.

### **1.6.12. Airports**

The Federal Aviation Administration (FAA) administers the Federal Aid Airport Program (FAAP) in accordance with 14 CFR and FAA Order 5100.38C, June 2005: *Airport Improvement Program Handbook*.

The FAA and the Department formalize their roles and responsibilities for managing the FAAP through a *Federal-Aid Project Oversight Responsibility Agreement* between the FAA Alaska Region and the Department. Under the agreement, the design phase includes preparing and approving utility agreements and utility certifications.

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## 2. Utility Communication and Coordination

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- 2.1. Purpose
- 2.2. Responsibilities
- 2.3. Communication and Coordination
- 2.4. Recommended Practices
- 2.5. Additional Resources

The Department recognizes that it is in the public interest for utilities to jointly use public transportation rights-of-way, as long as such use does not interfere with the primary use of the transportation infrastructure. In this way, the transportation right-of-way can be used to transmit and distribute utility services for the benefit of the public, as well as to serve conventional transportation needs.

The Department and utility companies have a mutual obligation to coordinate programs and projects in an effort to:

- Maximize the use of rights-of-way
- Eliminate unnecessary costs to the public, recognizing that the “tax payer is the rate payer”
- Avoid undue delays in project schedules through design and construction

Communication and coordination between the Department and utility companies is an essential component of accommodating utilities in the rights-of-way and for integrating utility relocations with the Department’s capital works projects.

### 2.1. Purpose

This chapter contains the recommended procedures and practices for the exchange of information between the Department, utility companies, and other local public agencies (LPA).

### 2.2. Responsibilities

All utility personnel, utility consultant coordinators, and individual utility companies are jointly responsible for promoting and maintaining coordination for all aspects of utility work within the Department rights-of-way, whether the utility is seeking accommodation in the right-of-way, or a Department project is requiring utility relocation or adjustment.

The state headquarters chief of right-of-way is responsible for developing and maintaining

communication within the Department and between the utility industry, federal agencies, and professional associations.

The regional utility engineers are responsible for developing and maintaining communication within the Department, and between the utility companies and local public agencies within their respective regions.

All regions utility staff and consultant utility coordinators are responsible for effective and professional communication with utility companies, local public agencies, and where appropriate, the public.

### 2.3. Communication and Coordination

Utility communication and coordination is not limited to the following practices, as initiative and imagination will often lead to alternative approaches to effectively coordinate both the Department’s and utility company’s programs and projects.

#### Communication

The objectives of maintaining effective communication are to:

- Promote cooperation and working relationships where the Department and utility companies can exchange mutual concerns and establish realistic objectives
- Promote efficiency through ongoing collaboration and clear, concise direction
- Facilitate advance identification and resolution of right-of-way and utility issues
- Reduce the need for future utility relocation and/or adjustments relating to the Department’s or other utility company’s projects
- Reduce costs to projects associated with utility relocations
- Reduce construction project delays associated with utility relocations

#### Coordination

The objectives of coordination are to:

- Adopt procedures and processes that allow sufficient lead time for coordination

- Eliminate costly delays to either party that result from unresolved right-of-way and utility issues

Best Management Practices to develop and maintain coordination include the items found in Table 2-1.

**Table 2-1.  
Best Management Practices for Utility Coordination**

Department	Utility/LPA
<ul style="list-style-type: none"> <li>• Provide the Department’s long-range construction and maintenance schedules annually.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide the long-range system improvement plans and maintenance schedules annually.</li> </ul>
<ul style="list-style-type: none"> <li>• Involve utilities in the design process by inviting comment on preliminary stage plans and alignment options.</li> </ul>	<ul style="list-style-type: none"> <li>• Involve the Department in the design process for projects seeking accommodation in the right-of-way by inviting review and comment on preliminary stage plans and alignment options.</li> </ul>
<ul style="list-style-type: none"> <li>• Involve utility companies in the right-of-way phase of project development.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide updated utility system maps to the Department every two to five years.</li> </ul>
<ul style="list-style-type: none"> <li>• Conduct on-site meetings.</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct on-site meetings.</li> </ul>
<ul style="list-style-type: none"> <li>• Encourage the use of Subsurface Utility Engineering (SUE) technology in the preconstruction phase of project developments.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in Subsurface Utility Engineering (SUE) in the design process.</li> </ul>
<ul style="list-style-type: none"> <li>• Schedule weekly utility meetings during construction. Attend coordination meetings organized by the utility.</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule or attend weekly construction meetings throughout project relocation.</li> </ul>

**2.4. Recommended Practices**

The following is a list of additional suggestions for encouraging communication and coordination.

- Regional representation and membership in utility coordination or professional associations (e.g., the American Public Works Association [APWA], South Central Alaska Utility Association [SCAUA], Juneau Utility Council, and the American Association of State Highway and Transportation Officials [AASHTO] Subcommittee for Right-of-Way, Utilities, and Outdoor Advertising.)
- Develop public information websites listing projects in design and construction, including contact information. For example, Anchorage Water and Wastewater Public Information Center :  
[https://www.awwu.biz/website/awwu\\_projects/awwuprojectsframe.htm](https://www.awwu.biz/website/awwu_projects/awwuprojectsframe.htm)

- Institute a regional newsletter to utilities and local agencies informing them of future projects that may require relocations or may affect permit work, new or retiring utility section staff, establish point of contacts, changes to documents or processes, and other issues of note.
- Annual or semi-annual statewide utility meetings, rotating the host region.
- Periodic meetings or no-host lunches with regional utility staff and local utility company representatives.
- Invite a design project manager on a rotating basis to each weekly regional utility staff meeting.
- Project post mortems that include project designers, construction utility inspection personnel as well as utility representatives for

design and construction to discuss the good and bad occurrences during the project.

## **2.5. Additional Resources**

The FHWA stresses communication with utility companies. In 2009, FHWA launched the “Every Day Counts” initiative to support innovation and technology to shorten project delivery time and provided a “Shortening Project Delivery Toolkit” with recommendations for key components of project delivery, including utilities and right-of-way.

The AASHTO “Right-of-Way and Utilities Guidelines and Best Practices” was published in January 2004. It includes communication and coordination practices to reduce delivery time, reduce costs, and improve quality in the utility process.

The APWA prepared for FHWA the “Highway/Utility Guide” in June 1993. It provides useful information relevant to joint use issues, including a historical perspective and sections on planning and coordination.

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### 3. Accommodation and Utility Permits

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- 3.1. History
- 3.2. Utility Accommodation and Permitting Policy
- 3.3. Utility Permits
- 3.4. Utility Permit Fees
- 3.5. Field Review/Inspection Charges
- 3.6. Bonds/Sureties
- 3.7. Permitting Process and Procedure
- 3.8. Application and Review
- 3.9. Application Approval
- 3.10. Construction Authorization
- 3.11. Inspection, Certification, and Surety Release
- 3.12. Permit Expiration, Suspension, and Revocation
- 3.13. Assignment or Transfer of Ownership
- 3.14. Abandoned, Deactivated, or Discontinued Utilities
- 3.15. Unauthorized Encroachments and Undocumented Utilities
- 3.16. Maintenance and Repairs
- 3.17. General Design Requirements
- 3.18. Controlled Access Right-of-Way (Access Control)
- 3.19. Environmental Considerations
- 3.20. Federal Agency Indemnification
- 3.21. Joint Use
- 3.22. Scenic Classification Policy
- 3.23. Section Line Right-of-Way
- 3.24. Storm Drainage and Irrigation
- 3.25. Surface Mounted Utilities
- 3.26. Underground Utilities
- 3.27. Utilities in Material Sites
- 3.28. Construction Methods and Traffic Control

The procedures in this chapter outline how the Department meets State and federal requirements pertaining to permitting the installation and maintenance of utility owned facilities on DOT&PF managed lands (federal aid highway, non-federal aid highway, airport and others).

#### 3.1. Introduction

This version of the *Manual* updates the accommodation policies in Sec. 3.2 to acknowledge the Making Opportunities for Broadband Investment and Limiting Excessive and Needless Obstacles to Wireless (MOBILE NOW) Act, enacted as

47 USC 1501-1504 and implemented through 23 CFR 645.301 – 23 CFR 645.309.

#### 3.1.1. History

The FHWA requirements for accommodating utilities in public right-of ways are found in 23 CFR 645, Subparts B and C. Utilities within the right of ways of a federal-aid project must be controlled to preserve operational safety, function and the aesthetic quality of the highway facility.

Written arrangements are required under 23 CFR 645.213 and set forth the terms of use. They must include or incorporate by reference:

- a. the highway agency standards for accommodating utilities;
- b. a general description of the size, type, nature, and extent of the utility facility being located within the highway right of way;
- c. adequate drawings showing the existing and proposed location of utility facilities within the right of way with respect to the existing and/or proposed highway improvements, the traveled way, the right-of-way lines, and where applicable, the control of access lines and approved access points;
- d. the extent of liability and responsibilities associated with future adjustment of the utilities to accommodate highway improvements; and
- e. the action to be taken in case of noncompliance.

To meet the federal requirements the State of Alaska enacted legislation and regulations that cover the accommodation and issuance of written permission, in the form of a “Utility Permit” for utilities that wish to cross or otherwise occupy DOT&PF-managed lands.

The regulations pertaining to permits and permit fees are found in 17 AAC 15.

### 3.2. Utility Accommodation and Permitting Policy

The Department accommodates and permits utility facilities in Department right of ways, airports, and other managed lands to ensure:

- the safety of the travelling public and other users;
- the integrity of the Department’s facility;
- the Department’s normal operation and maintenance activities are not compromised. The utility facility will not impact the Department’s immediate or long term construction program;
- the accurate and current recording of utility ownership and location; and
- the needs of the utilities are met.

Utilities installed in highway right of ways must be located as near as practicable to the right-of-way line.

The Department may impose additional restrictions or requirements on the utility installation if deemed appropriate, advisable, or necessary.

Agreements between a utility and a third party, regarding the use of State-owned right of way to which the Department is not signatory, are not binding on the Department.

#### Broadband Deployment Accommodation

In 2018, the Making Opportunities for Broadband Investment and Limiting Excessive and Needless Obstacles to Wireless (MOBILE NOW) Act (47 USC 1501-1504) passed into law and accompanying regulations were adopted in 2022 as 23 CFR 645.301 – 23 CFR 645.309 to facilitate the installation of broadband infrastructure. In compliance, under Administrative Orders 310 and 323, Alaska’s Governor created Alaska’s Broadband Task Force to further the stated intent to accommodate broadband deployment and explore opportunities to provide related essential services throughout Alaska. In addition, Alaska directs broadband infrastructure entities to subscribe to electronic notifications of the State Transportation Improvement Program available at: <https://dot.alaska.gov/stwdplng/cip/stip/>.

### 3.3. Utility Permits

Utility permits establish the terms under which the utility may install, operate, and maintain its facilities; provisions for indemnification of the State and the Department; and the administration of the permit.

Utility permits define utility ownership, type, size, location, construction methods, maintenance frequency, duration, and other information considered necessary by the Department.

Utility permits have no expiration date and should be reviewed thoroughly for impacts to the Department’s planned and potential projects as they establish eligibility for future utility relocation.

The utility permit distinguishes when relocation rights commence and to what extent, per AS 02.15.104, 19.25.020 or 35.10.22 and 17 AAC 15 as follows:

- Rights on Execution of the utility permit;
- no relocation rights for five years from date of issuance of the utility permit; or
- other mutual agreements between the utility and the Department concerning future relocation rights.

#### 3.3.1. Types of Utility Permits

The Department uses two types of utility permits to authorize utility installations: major utility permit and minor utility permit.

##### Major Utility Permit

A major utility permit is required for new utility installations or the reconstruction or modification of existing facilities meeting the following criteria:

- any underground utility within the roadway prism (below the finished roadway surface and underlying structural layers out to and including any paved shoulders, curbs, and attached pathways);
- aerial or underground distribution and transmission lines;
- underground duct systems, utilidors and utility tunnels, including crossings and extensions;
- structures or appurtenances including manholes, utility poles, pedestals, switch

cabinets, transformers and other features of a similar nature;

- a crossing or installation, including service connections, requiring boring, trenching or opening a roadway surface; and
- aerial service lines over 200 linear feet or requiring installation of poles.

### **Minor Utility Permit**

Minor utility permits are required for the following utility installations:

- aerial service lines that do not require the installation of poles in the right of way and are less than 200 linear feet in length; and
- underground service lines that are located outside the roadway prism and do not require installation of a pedestal, manhole, or structure and are less than 200 linear feet in length.

### **3.3.2. Permit Amendments**

The Department may amend an existing permit at its discretion for the following:

- extension of time;
- material change;
- location change or modification; and
- additional cable/conductor installed in a duct system or utilidor where the linear footage fee was previously collected.

### **3.4. Utility Permit Fees**

The applicant shall pay a non-refundable fee in a form acceptable to the Department for a utility permit, based on fees established under 17 AAC 15.041.

No permit fees are required for the following work:

- facilities relocated at Department expense;
- FAA navigation aids and related control facilities that enhance State owned airports;
- utility distribution facilities installed to serve a Department facility under a Line Extension Agreement; and
- reciprocal agreements exist with various government agencies agreeing to waive collection fees. For example, the Department

has signed a memorandum of understanding with the U.S. Forest Service waving collection of permit fees.

Utility permits or amendments can be issued as a no-cost, minor or major permit, at the discretion of the regional utility engineer.

#### **3.4.1. Major Permit**

The non-refundable fee for a major permit is \$600. If the proposed facility is greater than 200 feet in length a non-refundable footage fee of \$1 per linear foot for footage in excess of 200 feet is added to the permit fee. Total linear footage fees shall not exceed \$10,000.

#### **3.4.2. Minor Permit**

The fee for a minor permit is \$100.

### **3.5. Field Review/Inspection Charges**

The Department may require a permittee to reimburse the Department for actual costs of field reviews that are considered necessary for issuance of the permit or inspections during construction.

Such reviews will only be undertaken by prior mutual, written agreement. The special provisions should indicate need for inspections and an estimated cost.

Typically a Utility Reimbursable Services Agreement (URSA) is established through Project Control allowing the Department to charge inspection costs and bill those costs to the utility.

### **3.6. Bonds/Sureties**

Bonds or sureties may be required, at the discretion of the Department, to recover the cost of repairs to the highway or other State-owned property caused by faulty, unsafe, negligent, or other impacts caused by the utility installation. The sureties must indemnify the Department as to contractual liability and must provide the Department with a means of recovering costs in the event the utility does not meet the obligations established in the utility permit.

Sureties are not required for utility accommodation involving other State or federal agencies.

The following are the minimum requirements for all sureties submitted to the Department:

- must be an original surety document;
- assignments of escrow account must be from a legally licensed banking institution; and

- bonds must be issued from a bonding agent licensed within the State of Alaska.

### 3.6.1. Surety Classes

There are two types of surety classes used in conjunction with utility installations.

#### Individual Surety

An individual surety is a one-time surety attached to a single utility installation project. The surety is released upon satisfactory completion of the project as determined by the Department.

Individual surety bonds and escrow accounts shall be a minimum of \$5,000. Surety amounts may be higher if deemed necessary or prudent to recover foreseeable expenses.

The surety holder or surety agent must request a surety release in writing through the regional utilities engineer. Upon satisfactory review, a letter authorizing the release of the surety will be sent to the bonding agent or banking institution where the surety is held.

#### Blanket Surety

A blanket surety is acceptable for multiple utility installations by a single utility owner and may be valid throughout the State of Alaska, as long as the surety remains in effect. Depending on the circumstances of the specific utility project a blanket surety may be supplemented by an individual surety if the Department deems it necessary.

Blanket surety shall be a minimum of \$10,000. However an individual surety may be used to supplement a blanket surety on a case by case basis for individual projects.

The regional utility engineer should use discretion when considering requiring increased or additional amounts beyond the minimum. Reasons or conditions for requiring increased surety amounts include but are not limited to the following:

- open cuts on paved highways;
- crossings of major roadways not involving open cut;
- larger projects along several miles of roadway;
- bridge attachments; and
- demonstrated poor performance issues.

Requests for release of a blanket surety must be made in writing to the regional utility engineer. All projects covered under the surety must be reviewed for satisfactory completion to ensure that the surety duration has been satisfied.

#### Surety Durations

Sureties will remain in effect for authorized utility work until all work has been completed and all construction issues have been resolved to the Departments satisfaction.

### 3.7. Permitting Process and Procedure

In general, all utility permit applications go through a four step process from the time the application is received to the completion of the utility installation. This process can be very short, as in the case of a single service connection, or as long as several years depending on the nature and complexity of the proposed utility installation. The four steps are:

1. application and review;
2. application approval;
3. construction authorization and utility installation; and
4. inspection, certification, and surety release.

Figure 3-1 is a general outline of the utility permit process, however regional practices may vary.

### 3.8. Application and Review

Applications for utility permits are submitted using the Application for Utility Permit on State Rights-of-Way Form 25D-261. Instructions for preparation of the form including sample applications, plan sheets, and permits are available to prospective applicants at regional permit offices.

A separate utility permit application is required for each route (by CDS route number) for highway ROW and for each type of facility being requested. For example, water and sewer require separate utility permits.

A completed utility permit application consists of:

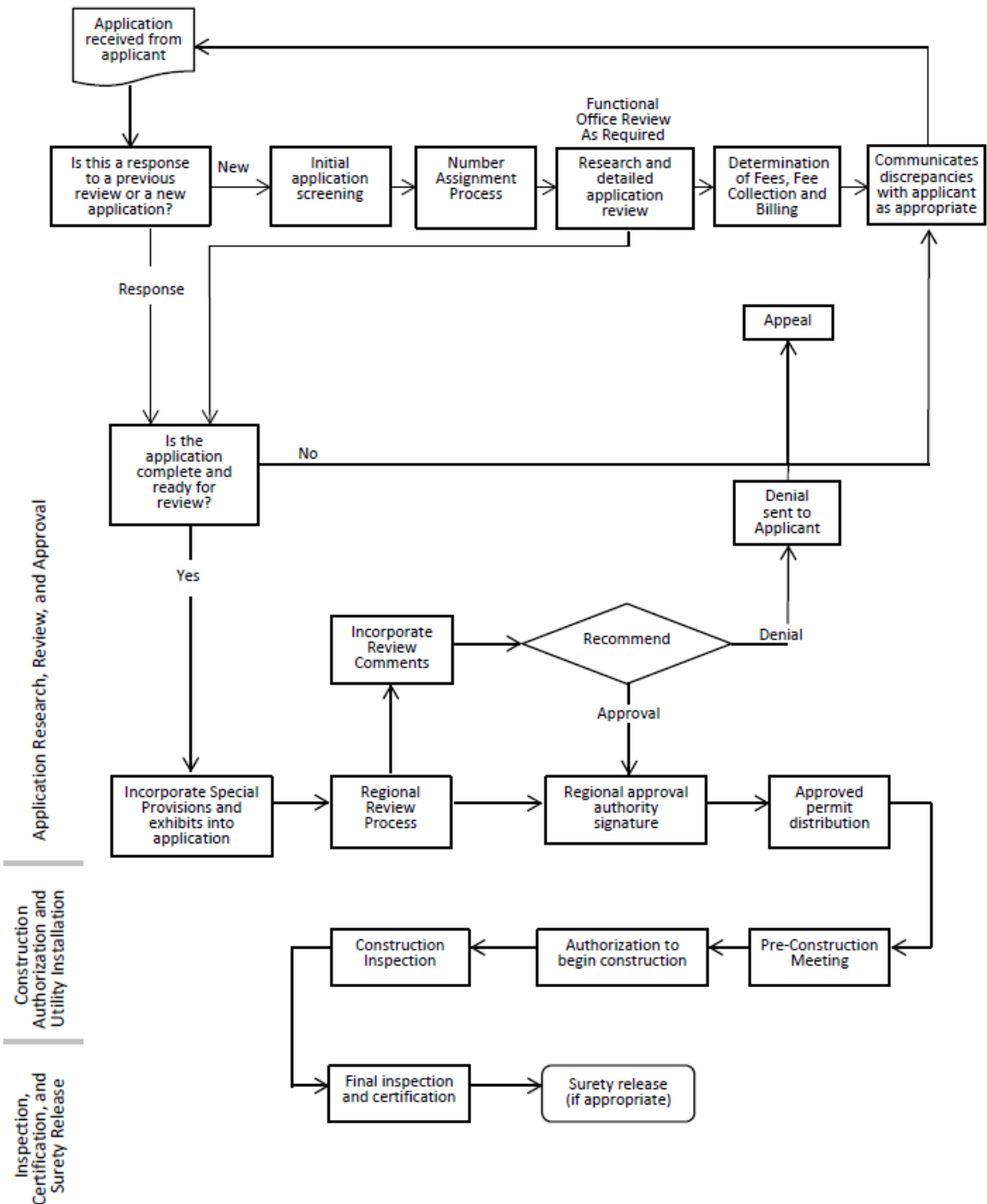
- Application for Utility Permit , Form 25D-261;
- Pipe Carrier Facility Description Form 25D-261A; or

- Electrical and Communications Facilities Form 25D-261B; and/or
- Structures Facility Description, Form 25D-261C;
- Plan Sheets;
- Letters of Non-objection (if required); and
- Other regional forms (if required).

One copy of the utility permit application is required.

Other permits or authorizations may be required. It is the responsibility of the utility to obtain all permits and authorizations prior to work.

### Utility Permit Process



**Figure 3-1:  
Utility Permit Flow Chart**

### 3.8.1. Application Screening

Applications are reviewed to ensure they are complete and signed by the applicant.

Determine that the proposed facility meets the Department's utility accommodation standards contained in 17 AAC.

### 3.8.2. Assigning Permit Application Number

The permit number is constructed as follows:

- The first number in the application number is the region number:
  - 1=(Central)
  - 2=(Northern)
  - 3=(Southcoast)
- The second part of the permit number is the route number.
  - For highways, the route number is determined from the Coordinated Data System (CDS) log.
  - For airports, harbors, and buildings, the assigned maintenance number is used.
  - For section-line easements, the second part of the number will contain references to the township, range, and section.
- The third part of the number is the year in which the permit is issued which is indicated by the last two digits of the year.
- The fourth part of the permit number is a sequentially assigned three-digit number.

An example of a completed highway permit number is 2-190000-12-006. Example of Section Line Permit Number for Township 12, Range 4, Section 1, is 1-120401-006.

### 3.8.3. Research and Detailed Application Review

Review the application and plans to determine that they accurately represent:

- property or management interest;
- the proposed location and alignment of the facility as related to highway centerline, right of way, and pertinent structures; and
- the location of existing utilities and other existing structures. (Existing non-functional

facilities, abandoned or to be abandoned, shall be clearly delineated on the plans.)

Ensure that applications for an overhead or underground crossing of a roadway and/or that propose surface mounted structures include a cross section at each crossing or structure location.

Ensure that applications for an attachment to a bridge, structure, or an installation within a controlled access highway right of way have attached additional justification of the need for the proposed location.

Research the Statewide Transportation Improvement Program (STIP) and regional Project Status Reports to determine if the proposed utility installation will be located within a current or future Department project. Consider the impact of the utility installation and make location design recommendations to minimize the impact to both current and future projects.

Determine if the applicant is an Alaskan Native Village recognized under law as a sovereign nation. Permits issued to a sovereign entity must include an express waiver of sovereign immunity signed by both the Native village and federally chartered Indian Reorganization Act corporation, as appropriate.

### 3.8.4. Application Review by Functional Groups and Other Agencies

When the application is deemed complete it is ready for review by other DOT&PF functional groups. Depending on the complexity of the application the review may be quick and routine or may require significant effort.

The permit officer determines if other DOT&PF functional groups should be consulted based on the type and location of the proposed utility. DOT&PF functional groups may include, but are not limited to:

- Airport Leasing;
- Airport Managers;
- Bridge;
- Construction Project Manager;
- Construction Project Engineer;
- Design Manager;
- Environmental;
- Hydraulics;

- Maintenance;
- Materials;
- Planning;
- Traffic & Safety; and
- ROW.

The review process may also involve other agencies that may include:

- FHWA;
- FAA;
- U. S. Army Corps of Engineers;
- DEC;
- DNR;
- Municipal Governments/Boroughs;
- Tribal Governments; and
- Other utility companies.

### **3.8.5. Consolidation of Review Comments**

Review the comments from the Department’s functional groups and other reviewers and incorporate them into the permit as appropriate. Incorporate special provisions necessary for the permit.

### **3.8.6. Communication with Applicant**

Notify the applicant of any discrepancies, inconsistencies, errors, or other issues discovered during the review process, return to the applicant for correction and re-submittal. Once all issues have been addressed the permit can be processed for signature.

Applications that propose installations not in accordance with the Department’s Utility Accommodation Policy will be returned to the applicant with a formal denial letter.

## **3.9. Application Approval**

The permit is approved by the regional utility engineer once all comments are resolved, the permit type is determined and fees are calculated.

Process the fees in accordance with regional procedures.

Two copies of the utility permit are transmitted to the applicant for original signatures once all issues are resolved. The applicant signs and has the signature

notarized and returns them to the Department for signature. Provide a complete copy to the applicant.

## **3.10. Construction Authorization**

An executed permit authorizes the utility to construct and maintain the facility in accordance with the permit terms.

### **3.10.1. Preconstruction Meeting**

Depending on the complexity of the utility installation a preconstruction meeting may be required or desirable. Issues that should be discussed include but are not limited to:

- Traffic control;
- Project scheduling;
- Coordination with other contractors or utilities;
- Erosion and sediment control; and
- Inspection requirements.

### **3.10.2. Construction Inspection**

Depending on the complexity of the project, the Department may require varying levels of inspection of the utility construction and installation operations. The method, frequency and reimbursement for the inspection are established through the utility permit. The inspections may be performed by the following staff:

- Department Utility inspectors;
- Department Construction inspectors;
- Utility inspectors;
- Consultant inspectors; and
- Department Maintenance personnel.

The Department may require documentation of backfill compaction, approval of asphalt or concrete mix designs and sampling and testing of construction materials to verify compliance with permit requirements.

A copy of the utility permit, lane closure permit (LCP), and SWPPP (if required), must be on-site during construction and installation operations. These documents must be available to any Departmental representative or law enforcement officer upon request.



### **3.11. Inspection, Certification, and Surety Release**

#### **3.11.1. Final Inspection**

A final inspection of the utility installation may be conducted to ensure compliance with the provisions of the permit. As a minimum the following should be verified:

- drainage and drainage structures are restored to original condition;
- pavement restoration is acceptable to the Department;
- utility facilities have been installed in accordance with the permit;
- other existing structures and signs are restored to original condition; and
- all portions of the alignment have been permanently stabilized with seeding or other appropriate measures.

#### **3.11.2. As-Built Plans**

As-built plans shall show the actual location of the utility after adjustments made during construction.

As-built plans shall be submitted by the utility owner within the specified days after work is complete, unless the owner has agreed in writing that they will provide no cost utility locates to DOT&PF at the Department's request. As-built plans will be stamped by a registered land surveyor licensed in the State of Alaska.

As-built plans may be submitted on new plan sheets or on the existing plan sheets with changes marked in red. The plans will show the location of the facility in both the vertical and horizontal planes. Locations shall be referenced to a centerline survey, section corners, block or lot corners, or other points as directed by the Department.

#### **3.11.3. Surety Release**

Final acceptance of the project establishes the cutoff date for the duration of the surety specified in the utility permit. The utility owner will request release of the surety in writing after the duration of the surety is done.

### **3.12. Permit Expiration, Suspension, and Revocation**

A utility permit expires if construction has not begun within one year from the date of issuance. The utility may apply for an extension. Fees will be assessed at the discretion of the regional utility engineer.

The Department may issue a stop work order or suspend a utility permit if:

- work is being performed without an approved permit;
- the facilities are not being constructed in accordance with the provisions of the permit;
- the facilities do not conform to applicable standards;
- the utility fails to maintain the facility after written notice by the Department; and
- inadequate traffic control or to failure to secure an approved Lane Closure Permit.

A permit may be revoked for non-compliance with the permit provisions after written notice to correct those conditions has been ignored. In such case, the installation becomes an unauthorized encroachment (17 AAC 15.091).

### **3.13. Assignment or Transfer of Ownership**

One of the key objectives of the utility accommodation process is to maintain accurate records of the ownership of each utility located in the highway right of ways, airports, or other Department managed facilities.

A transfer of ownership is required whenever an existing utility transfers ownership or changes its name. The new utility is required to inform the Department in writing within 30 days after the date of transaction and shall furnish the Department with names and addresses of the new officials responsible for the utilities facilities (17 AAC 15.071).

The utility permits are by nature perpetual documents. There should be little administrative impact to utility permits due to an ownership transfer. Surety issues and database name changes shall be addressed.

### **3.14. Abandoned, Deactivated, or Discontinued Utilities**

The utility owner shall completely remove at its expense any utility facility no longer required, unless determined by the regional utility engineer that removal is not feasible and the facility does not constitute a future liability to the Department.

When removal of the utility is not feasible, document the location, status and ownership of the abandoned, deactivated, or discontinued utility. Abandoned facilities such as pipes or casings may aide future utility installations. Consider the condition of the facility and code compliance. Abandoned pipe may have to be filled with sand slurry or grout to avoid subsidence or settlement affecting a Department facility. Utility pipelines that transported hazardous/flammable materials must be removed at the owner's expense and may not be abandoned.

### **3.15. Unauthorized Encroachments and Undocumented Utilities**

Abandoned, deactivated, or disconnected utilities are often discovered during Department projects. Efforts should be made to determine ownership of the facilities and they should be removed at the owner's expense (17 AAC 15.111).

Utility facilities located on Department right of ways, airports or other managed lands without a valid utility permit are considered an unauthorized encroachment, unless one of the following criteria is met:

- facility was installed prior to July 1, 1960;
- installed before the road became a part of the State's highway system;
- existed within a section line easement prior to the Department's need; and
- the owner can provide proof of a valid, prior existing right.

When an undocumented utility is discovered determine ownership. The Department will, at its discretion, permit the facility if it meets the accommodation policy. Utility staff should follow 17 AAC 15.111.

### **3.16. Maintenance and Repairs**

When maintenance activities or repairs are scheduled that require excavation and/or closure of the roadway or a portion of the roadway or pathway, the utility

shall notify the Department. The utility will obtain a Lane Closure Permit from the Department's ROW Section if required. No work shall commence until the Department approves the LCP.

#### **3.16.1. Routine Maintenance**

Routine maintenance of a utility facility is authorized through the utility permit, where minimal risk and no delay to vehicular or pedestrian traffic is involved. An annual lane closure permit may be issued at the Department's discretion (See CE Directive dated March 7, 2002)

#### **3.16.2. Emergency Repairs**

Emergency repairs may be performed by a utility owner as required, when an outage or break has occurred which jeopardizes the safety of the public. The utility must notify and coordinate the immediate response with the appropriate emergency services. The owner must contact the Department and provide notice of the situation.

The owner is responsible for providing traffic control. All repairs to Department facilities, whether temporary or permanent, will be done to the Department's satisfaction.

### **3.17. General Design Requirements**

Utility facilities should be located so that the need to adjust for future Department facility improvements is minimized and utility servicing or maintenance causes minimum interference with traffic or facility users.

The utility is responsible for proposing the location and design of the new facilities, with appropriate detail provided to allow the Department to fully evaluate the design. Installations will conform to design standards that are acceptable to the Department.

Installation of utility facilities should avoid locations where installation and maintenance is difficult or where there is potential for impacts to the utility or Department facilities, such as the following:

- side slopes on deep cuts or large fills;
- proximity to bridge abutments or retaining wall footings;
- crossings of at-grade intersections or ramp terminals;
- stream crossings where water flow, drift, or stream bed load may be obstructed;

- within pump drained underpass basins; and
- where minimum burial depth is difficult to obtain.

If facilities are installed at these types of locations, ensure that appropriate measures are included to minimize hazards to the utility and Department facilities. In all cases, full consideration will be given to sound engineering principles and economic factors.

Utility facilities such as electrical vaults, switch cabinets, junction boxes, transformers, telecommunication vaults, handholes, pedestals, or other facilities which do not provide a direct service to the Department, should not be located in the proximity of intersections, approaches or where future expansion is likely to occur.

Longitudinal facilities should maintain a uniform alignment and shall be located as close to the edge of the right of way as practicable.

Where utility corridors are provided, both surface and underground facilities should occupy the same corridor if, in doing so, it is consistent with safety standards, aesthetics, and space provided.

Longitudinal installation of facilities will not be permitted in the median areas of highways, except where the utility demonstrates all alternatives are impracticable. If allowed, the Department may require suitable protective devices be installed to protect the highway user.

No utility facility will be allowed to be installed through a Department drainage culvert. Utility facilities will not be allowed to be installed parallel and directly above or against any Department culvert, unless approved by the regional utility engineer. Provide sufficient separation to allow the Department access for maintenance excavation of the buried culvert.

Where the utility has a compensable interest in the land occupied by its facilities, and such land is to be jointly owned and used for Department and utility purposes, the Department and the utility shall agree in writing as to the obligations and responsibilities of each party.

All variances to applicable statutes, codes, regulations, and policies require advance approval by the Department.

### **3.17.1. Airports**

For utility installation on airports, the Federal Aviation Administration (FAA) is the authority that determines what constitutes a hazard. Surface mounted utility facilities shall be located outside the Object Free Zone of the airport runways and taxiways and may be beneath, but not penetrating, the minimum glideslope. The FAA design circular for the type of airport and design aircraft will determine required clear areas.

### **3.17.2. Bridges and Structures**

Any utility proposal that requires attachment of a facility to a bridge structure, approach slab, or appurtenance must have the approval of the chief bridge engineer. Acceptable installations are generally those which are beneath the bridge deck and above the low chord of girders or stringers.

### **3.17.3. Clearing**

The Department shall evaluate utility proposals that require clearing in the right of way and prescribe the manner and limits of the operation. Indiscriminate cutting or disfiguring trees is not permitted. When tree and brush cutting is permitted, they shall be cut less than 4 inches to the ground surface.

The utility is not allowed to leave felled trees and cut brush within the ROW. The debris shall either be removed or chipped and spread, at the discretion of the Department (17 AAC 15.271).

Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travelled way.

## **3.18. Controlled Access Right-of-Way (Access Control)**

Utility facilities may not be installed within the controlled access right of way unless the utility demonstrates to the Department's satisfaction that:

- a feasible alternative does not exist; and
- the proposed facility will not adversely affect the design, construction, maintenance, safety, or operation of the highway.

Access for facility maintenance within the controlled access limits of the highway, or from the entrance or exit ramp is prohibited, unless alternative access locations are unavailable.

## 3.19. Environmental Considerations

### 3.19.1. Hazardous Waste

If contamination is found during work under a utility permit, the utility shall immediately stop work and notify the Department’s regional utility engineer.

The utility will not be responsible for the cost involved with investigation, cleanup, or disposal of contaminated soils discovered unless:

- the utility fails to notify the Department of contamination, or;
- the contamination is attributed to the utility’s facility, the actions of the utility, its agents, or contractors.

### 3.19.2. Erosion Sediment Control

The utility is required to comply with the provisions of the Alaska Construction General Permit (ACGP), which authorizes stormwater discharges from construction activities that result in:

- a total land disturbance equal to or greater than one acre, or
- discharges entering waters of the United States, either directly or through Municipal Separate Storm Sewer System (MS4)

For utility permit projects that require ACGP coverage, a Stormwater Pollution Prevention Plan (SWPPP) is required. The SWPPP is a site-specific stormwater management plan that demonstrates how the utility intends to comply with the requirements of the ACGP.

The utility is responsible for submitting the SWPPP, and any other required documentation, to the Department of Environmental Conservation (DEC) and/or an MS4 operator for review prior to filing the Notice of Intent (NOI) and beginning construction activities.

Both the utility and the utility contractor are “operators” as defined by the ACGP, and are therefore “co-permittees” in developing and implementing the SWPPP.

The Department, in accommodating utilities within State right of ways and lands, is not an “operator.”

### 3.19.3. Archeological

If cultural, historic, or archeological resources are encountered during work under a utility permit, the

utility shall immediately stop work and notify the State Historic Preservation Office and the Department’s regional utility engineer.

## 3.20. Federal Agency Indemnification

The Alaska Administrative Code requires the permittee to indemnify and hold the State harmless from all liability for damage to property, injury, and death of persons arising wholly or in part from any action taken by the permittee in relation to their facilities located on the Department’s right of way or other permitted locations.

Federal Agencies are prohibited from signing the Department’s standard permit indemnification language by the Anti-Deficiency Act, (31 USC 1341). This act precludes agencies from obligating future funds that they do not have. The existing indemnification language in the utility permit will be changed to the following language or other language that is agreeable to both the Department and the federal agency, often through a Memorandum of Agreement:

“Any liability of the PERMITTEE for property damage, personal injury, or death shall be governed by the Federal Tort Claims Act (FTCA), 28 USC 2671 *et seq.* Pursuant to the provisions of the FTCA, the PERMITTEE assumes responsibility for any negligent acts, PERMITTEE shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC 1341 (17 AAC 15.061).”

## 3.21. Joint Use

The Department encourages joint use and may require bundling when two or more utilities propose to use the same location. Utilities that jointly use facilities must enter into a formal agreement concerning the joint use facility. A copy of the agreement must be furnished to the Department upon request.

A separate utility permit is required for each utility using the joint facility.

The Department may require joint use where right-of-way widths are a minimum, and highway improvements reduce available corridor space for utility facilities, or where separate facilities would require additional removal of natural growth in scenic areas.

The Department may reject any proposal for a new facility installation that is inconsistent with policies to minimize clutter along the highways (17 AAC 15.081).

### **3.22. Scenic Classification Policy**

It is a State and national policy that special effort should be made to preserve the aesthetic qualities and scenic nature of the countryside, public parks and recreation lands, wildlife and waterfowl refuges, and historic sites (23 CFR 645.205 23 CFR 645. 211, 17 AAC 15.191).

Overhead utility installations shall not be permitted in scenic areas, unless the utility can show that there are no feasible and prudent alternatives. A list of the roadways classified as Scenic Byways can be found on the DOT&PF website.

A proposed utility installation within the right of way of a highway that passes through public park lands, as described under 23 USC 138, shall include comments from the agencies having jurisdiction over the land through which the highway passes.

### **3.23. Section-Line Right-of-Way**

Utility permits are required only for section-line right of ways either used or proposed to be used by DOT&PF. The DOT&PF Statewide Transportation Improvement Program (STIP) and other long range planning documents should be researched to determine if there are proposed uses of the section-line right of way.

Before a utility permit is issued, the Department must be satisfied that a section-line right of way exists at the location of the proposed utility installation. The applicant shall provide proof of the existence of the right of way.

The applicant shall provide a copy of the approved permit for utility installation within a Department controlled section-line right of way to DNR.

The Department will notify DNR if a utility permit application within a section-line is denied (17 AAC 15.031[e]).

### **3.24. Storm Drainage and Irrigation**

Any proposal to connect to a Department drainage system must be approved by the Department, through the regional ROW and Maintenance and Operations Sections, prior to issuing an encroachment or special-use permit for the facility.

A longitudinal irrigation or drainage canal or ditch is not permitted within a DOT&PF right of way unless the applicant can demonstrate to the Department's satisfaction that an alternate location is not feasible and that construction will not adversely affect the design, construction, maintenance, safety, and operation of the highway or other Department structures.

Flume, pipe, or siphon crossings must be installed in accordance with the Department's minimum burial depths.

Storm drain facilities that do not collect or discharge water, but simply express through the Department's right of way, under AS 19.59.001, meets the definition of a utility and may be issued a utility permit. Provisions should be included that no future collection or discharge be allowed within Department right of way.

### **3.25. Surface Mounted Utilities**

Surface mounted facilities will be allowed within the guidelines of the Department's "Clear Roadside Concept" as specified in the *Alaska Highway Preconstruction Manual* (HPCM).

The clear roadside concept provides for the improvement of safety and traffic operations on highways by designing, constructing, and maintaining highway roadsides as free as practicable from physical obstructions such as trees, drainage structures, massive sign supports, highway lighting standards, utility poles, and other ground-mounted obstructions.

This policy is also directed toward the removal of roadside obstacles which are likely to be associated with accident or injury to the highway user.

Where such obstacles are essential, consult the Traffic and Safety Section for guidance.

The minimum horizontal offset from the edge of the traveled way to a surface mounted facility must comply with clear zone requirements found in the HPCM. To the extent practicable, pedestals and other ground-mounted appurtenances must be placed near the right-of-way line and outside of the highway maintenance operating area.

Controlling factors for locating poles, guys, and related appurtenances at or near the right-of-way line are governed by terrain considerations, facility design requirements, roadside developments, and the utility's

ability to obtain easements for anchors and guys beyond the right-of-way line.

Minimum clearances of overhead communication and electric power lines will comply with the National Electrical Safety Code, with the following exceptions under 17 AAC 15.201:

- existing overhead lines within the right of way shall have a minimum vertical clearance of 18 feet above the roadway or ground; and
- new overhead lines shall be installed with a minimum vertical clearance of 20 feet in all locations in the right of way.

### **3.26. Underground Utilities**

Buried utilities within the roadway prism must be able to support traffic and superimposed loads.

Encasement, when required will be detailed in the utility permit special provisions. Underground crossings shall be as nearly perpendicular to the highway centerline as practicable.

In evaluating proposed underground utilities consider future roadway and airport project improvements. Anticipate future design elements such as widening, storm drain systems, and signal systems.

To the extent possible, the utility shall locate manholes, valves, corrosion protection test stations, junction boxes, cabinets, or other surface facilities outside the area of future project improvements.

The special case of combined roadway/railroad crossings are subject to additional requirements under Alaska Railroad Corporation (ARRC) regulations.

Where limited right of way exists, longitudinal distribution lines for gas, sewer, water, telecommunications, and electrical power may be installed within roadway prisms. Make provisions to minimize disturbance of roadway surfaces for future connections.

#### **3.26.1. Depth**

The minimum depth of burial for underground facilities constructed or installed under pavement, roadway, or runway surfaces is four feet, measured from the surface of the pavement, roadway, or runway, to the top of the cable, conduit, pipeline, or encasement. The four-foot minimum burial depth shall extend 10 feet beyond the catch point of the back slope of the ditch in a cut section, and 10 feet beyond

the toe of slope in a fill section. Examples of crossing details are in Figure 3-2.

Underground facilities constructed or installed under other surfaces shall be buried a minimum of three feet, measured from the surface to the top of the cable, conduit, pipeline, or encasement.

The Department may require underground facilities to be rerouted or protected with casing or other mechanical protection when it is impractical to achieve the minimum depth of bury.

#### **3.26.2. Crossings**

The Department policy is to bore or drill all roadway crossings in lieu of open-cutting the road surface. For DOT&PF to approve an open-cut crossing, the utility must prove that boring or drilling is not feasible.

If an open cut is allowed, the Department specifies the backfill and compaction requirements to be used. In no case shall the depth of the structural section or the quality of materials be less than what was used in the original road construction. Consolidation by saturation or ponding is not permitted.

Underground facility crossings in Department right of ways shall conform to the specifications set out in the utility permit special provisions.

#### **3.26.3. Boring and Directional Drilling**

It is Department policy that boring, jacking, insertion, or receiving pits shall be located and constructed outside the roadway clear zone and outside structural section of the embankment.

At a minimum, pits shall be located outside a distance determined by projection of a 1½:1 (horizontal to vertical distance) from the outside edge of the embankment pavement (or back of sidewalk in urban sections). This situation only applies if protection is provided between the travelling public and the pit, or the work is continuous with 24 hour operations until the pit is backfilled. Equipment, stockpiled materials and excavated materials can also be a hazard to the travelling public and will also need protection if located within the clear zone.

#### **3.26.4. Pipelines**

Burial depths for gas and hazardous liquid pipelines have been adopted by State regulatory agencies, from the:

- Natural Gas Pipeline Safety Act of 1968, amended 1976;

- the Pipeline Safety Improvement Act of 2002; and
- the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006.

Certain pipelines will be subject to permitting by the State of Alaska Office of Pipeline Safety. Interstate pipelines are subject to approval by the Federal Energy Regulatory Commission under the Energy Policy Act of 2005.

For pipelines that carry flammable, corrosive, expansive, energized, or unstable products place markers at both ends of road crossings and at any change in alignment.

Pipelines which carry petroleum products or other materials defined as hazardous by the Environmental Protection Agency (EPA) or other authority shall be constructed to minimize contamination of the surrounding soil in case of failure of the pipe, pipe connections, or valves.

Hazardous spill avoidance measures shall conform to industry “state-of-the-art” design with consideration given when applicable, to a lined trench, double wall pipe, or other Department approved solution.

Install automatic shutoff valves on pipelines at or near ends of structures and near unusual hazards, unless other devices can be used to isolate hazardous pipeline segments within a reasonable distance from the structure or hazard.

### **3.26.5. Encasement and Mechanical Protection**

Encasement of underground facilities may be required for crossings under controlled-access highways or other Department right of ways, unless DOT&PF agrees with a utility-proposed alternative.

Underground pipelines carrying flammable, corrosive, or other hazardous materials will meet the Department requirements for encasement. It is within the Department’s discretion to permit a utility bridge, tunnel, utilidor, utiliduct or other mechanical protection in lieu of encasement.

Ensure that encasement structures are designed to support both current and anticipated future traffic and superimposed loads. Seal these structures at the ends with material that will prevent flowing water and debris from entering the space not occupied by the utility. Make sure the encasement length is adequate

to protect the roadway prism from damage during its use by the utility.

Markers are used to indicate the location or route of underground utilities. Reference markers may not be required where a locate service is provided.

Utility tunnels or bridges may be considered as an alternative where several utilities cross a Department facility in relatively close proximity. Ensure they conform to Department culvert and bridge standards.

Utilidors and utiliducts may be used in areas where limited space exists for underground utility lines or where local laws or ordinances prohibit overhead lines. The proposed design is subject to Department approval.

### **3.27. Utilities in Material Sites**

The regional utility engineer is responsible for determining the necessity of utility adjustment or relocation within a material site.

When utility facilities are located within the limits of material sites that are owned, leased, or used by DOT&PF, the regional construction or maintenance engineer in charge is responsible to ensure the utility facilities are not damaged when Department authorized mining operations are in progress.

### **3.28. Construction Methods and Traffic Control**

The utility will describe its proposed method of construction in its application for a utility permit, or in the agreement for installation, adjustment, or relocation of utilities within the Department’s right of way. Evaluate the proposed methods before authorizing any construction within the right of way to assure the integrity of the highway and other facilities within the right of way are protected.

Traffic control during utility work within the Department’s right of way must conform to the Alaska Traffic Manual.

The utility provides a traffic control plan that DOT&PF will review for approval.

When an emergency involving a utility’s facility results in road closure, the utility will clear the existing roadway, or provide a detour acceptable to the Department, and provide traffic control devices as required within the emergency area to safeguard the traveling public.

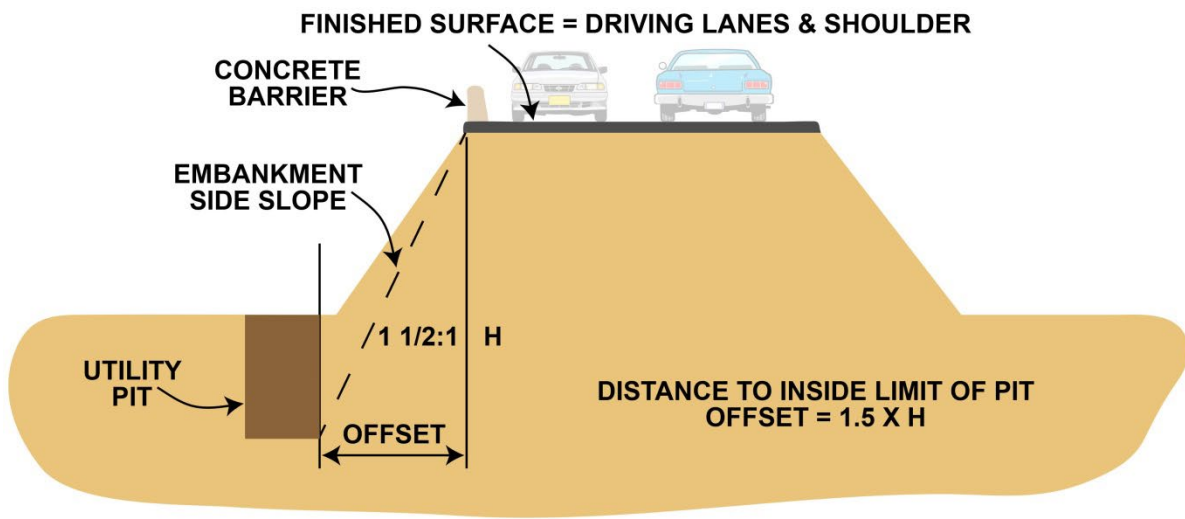
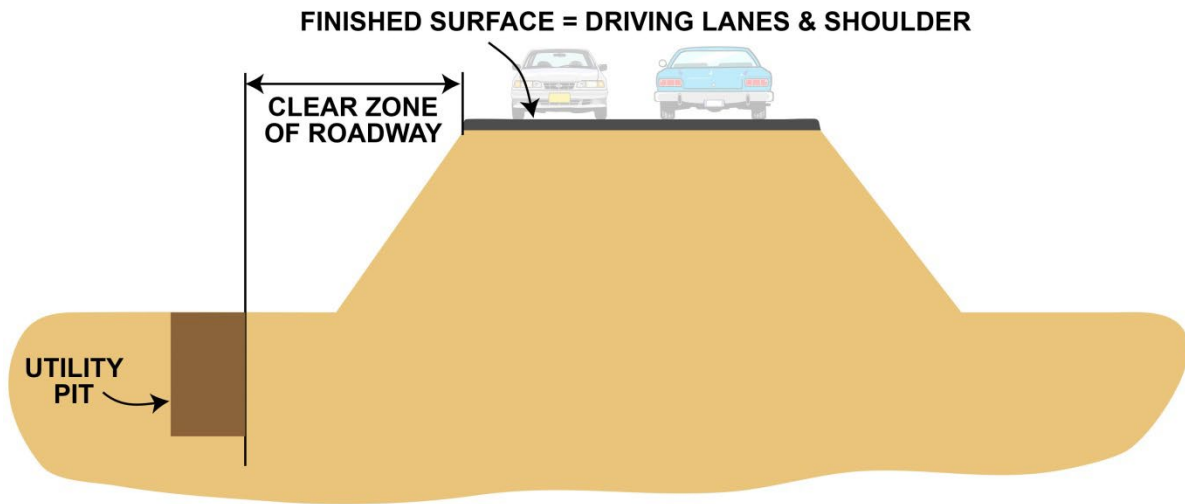
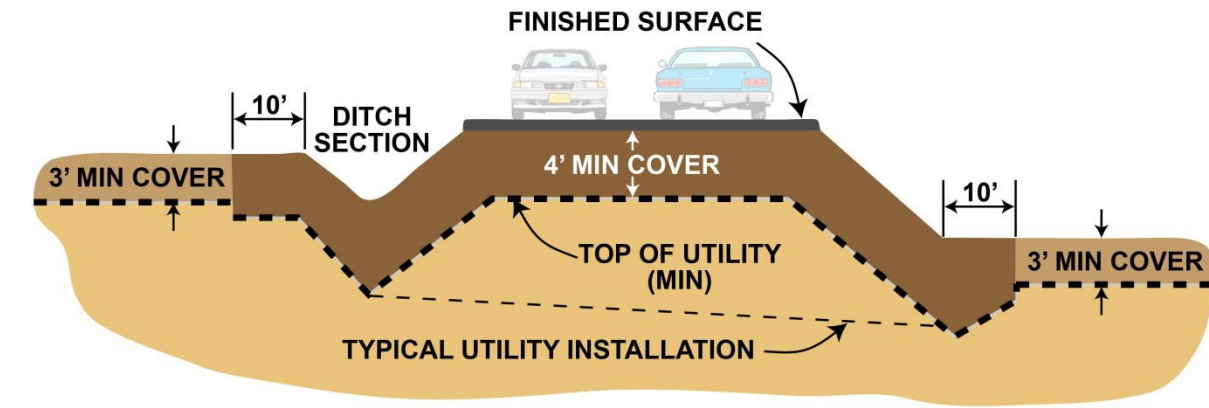


Figure 3-2:  
Utility Crossing Cross-Sections



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## 4. Capital Project Support – Preconstruction Phase

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- 4.1. Purpose
- 4.2. General
- 4.3. Responsibilities
- 4.4. Coordination in Preconstruction Phase
- 4.5. Alternative Processes
- 4.6. Utility Agreements
- 4.7. Utility Agreement Number
- 4.8. Agreement Approval and Execution

The regional Utility Sections are responsible for coordinating the relocation of utilities that conflict with the Department of Transportation and Public Facilities (DOT&PF or the Department) construction projects (AS 19.25.020 and 17 AAC 15, Article 3).

This chapter outlines the process, procedures, and responsibilities for integrating utility relocations in the preconstruction phase of project development. Regional variations to these processes may exist.

The procedures outlined in this chapter were designed to comply with the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and the Code of Federal Regulations (CFR) governing utility relocations on federal-aid projects and the HPCM.

### 4.1. Purpose

The preconstruction activities of the regional Utility Sections are directed toward one goal: A certification by the regional utility engineer that all utility related concerns have been addressed.

The certification is the Utility Section's verification that all applicable utility and railroad work has been completed, or all necessary arrangements have been made for it to be undertaken and completed, as required for proper coordination with the physical construction of a DOT&PF project.

### 4.2. General

Guidelines for the programming of a utility phase for federal-aid highway projects are presented in 23 CFR Parts 645 and 646.

Guidelines for the programming of a utility phase for federal-aid Airport Projects are presented in 14 CFR Parts 151 and 152.

The federal Office of Management and Budget, Circular A-102, sets out the basic guidelines for all federal-aid projects.

The utility coordination process applies to both federal-aid and state-funded projects. However, the procedures for project certification differ for federal-aid and state-funded projects (*Alaska Highway Preconstruction Manual* [HPCM], Sec. 470 and 490).

On state-funded projects, utility phase work may be performed as soon as the necessary design data is available to program the work.

In all federally funded projects, a Project Development Authorization (PDA) from the Project Control Section and Authority to Proceed (ATP) to Utility Relocation from FHWA or FAA is required prior to any phase 7 work being initiated.

### 4.3. Responsibilities

The regional Utility Sections will assist the engineering manager, design staff, and/or design consultants in developing a strategy to identify and coordinate the relocation of utilities located within the project limits.

The utility agreement is written by either Utility Section staff or a utility consultant assigned to the project. The utility agreement writer will do the following:

- Provide utility related plans review and comment at each stage of project development;
- Act as the Department's liaison with the utility companies;
- Identify utility conflicts and coordinate either a resolution or mitigation measures;
- Determine a utility company's eligibility for relocation reimbursement;
- Negotiate and secure utility relocation agreements;
- Prepare contract special provisions for the coordination of utility relocation with project construction;
- Attend project meetings and/or site reviews, and;
- Clearly document all phases of the utility relocation process in an organized manner.

The owner of a utility installed within the project limits has an obligation to contribute to the project design and delivery process.

#### 4.4. Coordination in Preconstruction Phase

The flow of utility coordination activities in the preconstruction phase of project development is outlined in Figure 4-1. The intent of the chart is to illustrate:

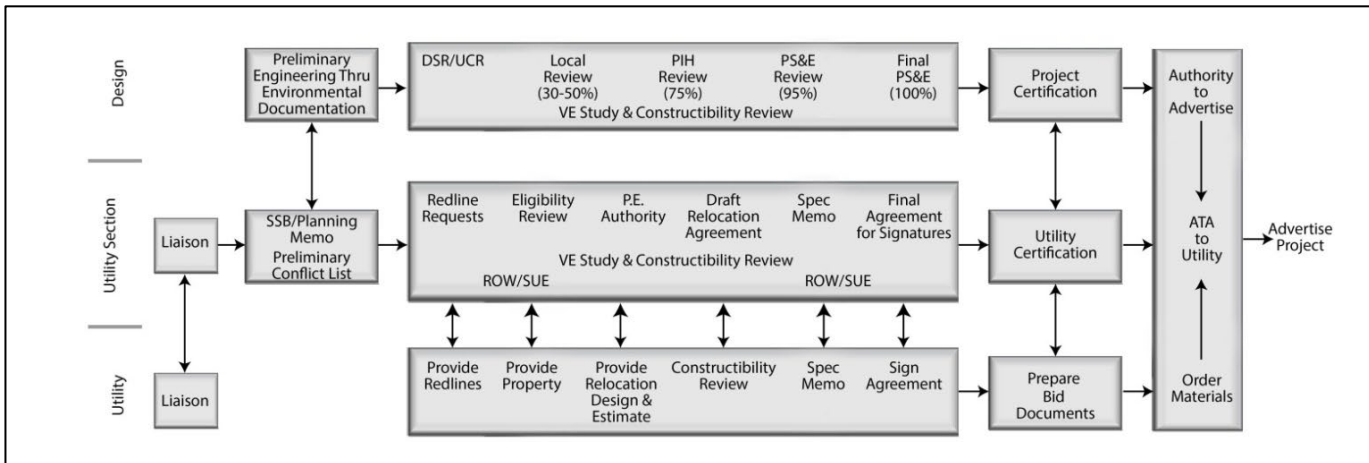
- That the process of coordinating utility relocations runs concurrent with other elements of the project design;
- The importance of early and ongoing coordination with the engineering manager,

- The iterative nature of the utility review/coordination process as the design matures;
- The major design milestones and the associated utility company deliverables.

Not all projects will follow the same process. For example, the engineering manager may elect to combine the Local and Plans-in-Hand and PS&E Review reviews depending on the scope of work and level of environmental analysis required.

Additionally, emergency repair projects, or a project in response to a natural disaster, may require an alternate or expedited process.

Similarly, the process leading to the development of agreements for utility relocations will vary depending



other Department functional groups, and utility companies;

on the project’s schedule, complexity, and location.

**Figure 4-1: Utility Coordination in Preconstruction Phase**

##### 4.4.1. Planning Through Environmental Document Approval

Project development begins with the preconstruction engineer’s approval of a PDA or Reconnaissance Engineering Study. Both the PDA and Reconnaissance Engineering Study records the project’s “purpose and need.” The project’s purpose and need is included in the ATP and provides a basis for the Department’s functional groups to prepare an initial scope, schedule, and budget. (See: HPCM Chapter 4 for more.)

The engineering manager requests that the Utility Section provide a planning- or reconnaissance-level estimate of potential utility impacts and costs

associated with relocation and/or adjustment. The request is typically accompanied by a description of the project, the alignment(s) under consideration, and a typical section.

The utility agreement writer notes the following when developing the initial review:

- The location of the project and the underlying property owner(s) and stakeholders, e.g., DOT&PF, a local public agency, the Alaska Railroad Corporation, etc.
- The project funding source;

- The nature of the work shown in the initial project scope and the potential for impact to utility facilities.
- The source and extent of existing survey information available for plan development.  
Ensure that the survey includes, at a minimum, all above ground utility features and utility locates so that underground utility locations are included in the base mapping.
- Additional survey data needed about existing utilities in the project area.
- Whether a consultant or in-house design squad will develop the project design.

The utility agreement writer identifies the utility companies with facilities within the project limits. The writer also identifies the size, type, and approximate locations of the facilities. This information is found from a variety of sources, including:

- Utility system maps and/or record drawings - if not on file or current, the agreement writer may request them from the utility;
- Utility permit files, which often contain location information or details not included in the system maps, permit correspondence, and/or inspection reports;
- Project as-built files or previous utility agreements;
- Right-of-way mapping;
- On-site reconnaissance;
- Web-based aerial mapping.

The utility agreement writer will evaluate the extent of utility adjustment/relocation required for each alternative and develop preliminary cost estimates. Estimating factors for utility relocations are typically derived from the records of previous projects, such as:

- Utility unit bid tabulations;
- The Department’s unit bid tabulations;
- Utility company relocation billings; Inspector’s Daily Reports (IDR);

- Consultation with utility companies, keeping in mind that they have not yet been authorized to proceed with preliminary engineering.

The estimate(s) should be itemized by project phase.

The utility agreement writer provides a memorandum to the engineering manager outlining the potential utility conflicts and estimate of relocation costs. The memorandum will also specifically address:

- Utility facilities within the project limits that will influence the environmental document, the project design, overall project costs, or schedules;
- Utility relocations potentially requiring right-of-way or easement acquisition;
- The extent and level of subsurface utility engineering (SUE) recommended; and
- The writer’s assumptions used in developing the estimate(s).

In general, the coordination with potentially affected utility companies and the level of effort and detail of analysis required by the writer should be commensurate to the scope of the project and level of environmental analysis required. The environmental impact of utility relocation may need to be considered during the environmental analysis. The early consideration of impacts may benefit project development.

Examples of scoping memorandums are included in the appendix.

#### **4.4.2. Preliminary Engineering through Final PS&E**

The Preliminary Engineering through Final Plans, Specifications, and Estimate (PS&E) phase begins after the preconstruction engineer approves the environmental document and receives the ATP for Preliminary Engineering through Final PS&E.

The utility agreement writer transmits the plans to the utility companies with a “request for redlines” letter, accompanied by the “Utility Adjustment Questionnaire.” The redline request is typically the first formal correspondence to utility companies.

In addition to informing the utility companies of the project schedule and providing an opportunity for comment, the redline request requires each utility company to:

- Confirm the location, size, and type of utility facilities shown on the plans, and;
- Notify DOT&PF of any existing facilities not shown on the plans, or that were installed subsequent to the Department’s survey.

- Informs the utility that the relocation must comply with the Buy America requirements as set forth in 23 USC 313 and 23 CFR Part 635.410 for all federal-aid projects.

By filling out the Utility Adjustment Questionnaire the utility informs the Department:

- The name and title of the utility representative for the project;
- If the utility intends to seek reimbursement under AS 19.25.020(c);
- The utility’s property interest;
- Whether the utility will provide relocation designs and estimates using its staff or a consultant;
- The method of relocation and/or adjustment if applicable (Utility forces, contract to lowest bidder, continuing contract, or as a bid item(s) in the DOT&PF contract).

The letter should include the utility conflict list, identifying the conflict, location, recommended action, and permit number or other property interest. Enclose the latest plans, right-of-way drawings, and cross sections in either hard copy or digital format, as appropriate.

Request the utility company specifically evaluate additional or replacement right-of-way needs to maintain the Department’s Right-of-Way Section appraisal and acquisition schedule as required.

Identify a lead utility to assist the Department in subsurface utility engineering efforts.

Request preliminary engineering through conceptual “One Line” design, on the more complex projects;

- Where more than one relocation alternative may exist,
- When the utility has indicated it wishes to include system improvements in the relocation design, or
- When more than one utility company is relocating along the same alignment.

The writer reviews the plan set, utility redlines, and Utility Adjustment Questionnaire and update the utility conflict list, as well as providing comments and recommendations to the engineering manager.

This will allow DOT&PF and the utility to reach agreement in concept on any proposed non-reimbursable or betterment work. It also allows for evaluating cost saving measures such multiple utility facilities in joint trenches, bores and/or pole line attachments.

Evaluate whether additional survey or subsurface utility engineering work is necessary to identify and/or mitigate utility conflicts. Also, determine what the Department’s right-of-way appraisal and acquisition schedule requires, and evaluate the available relocation options.

The regional utility engineer may authorize by formal letter (PE letter) the utility companies to begin preliminary engineering activities at this time.

If utility companies contract for design consultants or other professional services, DOT&PF must review and approve that contract. Consider the utility company’s work order accounting system to ensure that the relocation costs can be accurately captured.

The PE letter is issued to each utility affected by the project. The letter:

- Provides affected utility companies with an official order to relocate per AS 19.25.020(a);
- Authorize the utility to proceed with preliminary engineering activities for a replacement-in-kind relocation;
- Advise the utility of its eligibility for relocation reimbursement, and;

#### **4.4.3. Design Study Report**

The engineering manager oversees the Design Study Report (DSR), which documents the basis for the preferred design alternative. (See HPCM Chapter 4 for more.)

A Utility Conflict Report (UCR) may accompany the DSR for projects being developed by a design consultant.

The assigned agreement writer will compare the DSR and UCR to the original utility scoping memorandum, and update the list of potential utility impacts, and preliminary relocation estimate, as appropriate.

Consider whether UCR cost estimates are comparable to previous estimates, whether local ordinances affecting relocations are addressed, and if items such as railroad flag protection have been considered.

**Table 4-1  
Utility Work Phases**

Phase 2	Preliminary Engineering (Design)	Includes utility company engineering forces, utility consultants, and other professional services, such as surveying and subsurface utility engineering (SUE) efforts. Also includes the Utility Section’s estimated costs.
Phase 3	Right-of-Way	Acquisition cost only of the easement or other property interest by the utility.
Phase 4	Construction	Includes utility relocation work that is included in the Department’s contract on behalf of the utility.
Phase 7	Utility Relocation	Includes: <ul style="list-style-type: none"> <li>• Relocation/adjustment of facilities by the utility company, either through a contract administered by the utility, or by in-house utility forces.</li> <li>• Electric/Telecommunication service to the Department’s facilities, such as highway signals, lighting, traffic recorders, etc.</li> <li>• Work by a railroad in support of the project, such as crossings, signals, or flag protection.</li> <li>• Utility supplied materials</li> <li>• Utility review of materials certification submittals during construction</li> <li>• Utility inspection/testing of contractor constructed facilities</li> </ul>

**4.4.4. Local Review**

A Local Review may be held when the design is 30 to 50 percent complete. At this time the existing and proposed line, grade, typical section, and slope limits should be available. The plans should also show the locations of existing utilities. (See HPCM Chapter 4 for more).

**4.4.5. Plans-in-Hand Review**

The Plans-in-Hand (PIH) Review consists of an office review of the 75 percent complete PS&E of costs and a field review of the proposed project site. This review ensures conformity with the project scope and design standards, verifies environmental commitments, reviews design details, and coordinates technical recommendations. (See HPCM Chapter 4 for more.)

Elements of the project design will become clearer at the PIH level. The plans will include storm drainage, structures such as retaining walls or bridges, and/or lighting/signal designs. Right-of-way base mapping and cross sections should also be available.

While all of the design details are not finalized, the PIH assembly is typically sufficient for the agreement writer to:

- Update the utility conflict list;
- Meet with the engineering manager to review the conflicts and determine whether they can be mitigated by changes to the design or that the utility must relocate, and;
- Complete the eligibility for relocation reimbursement review for each utility.

The utility agreement writer reviews the utility relocation designs and estimates to ensure they meet all the design requirements and objectives of the project. Specifically, the utility proposal:

- Must be itemized and of sufficient detail to show all the necessary work, the schedule or sequence of work, and construction methods required

- Must accurately detail the placement of new facilities in the right-of-way and/or in relation to the Department’s facility
- Must identify any system improvements not attributed to the project that are solely for the benefit of the utility; and
- Must be the most economic method of relocation

- Addresses the contractor’s responsibility for any items of work required to support the utility’s relocation.

The utility agreement writer must consider many things when developing a relocation agreement. Ongoing coordination is required with the engineering manager and utility company representatives to resolve items of work that can affect both the DOT&PF contract and the utility agreement. Such items may include:

- Erosion and sediment control
- Surveying
- Clearing and grubbing
- Relocation in advance of the Department’s contract
- Traffic control
- Utility work included as an item in the Department’s contract
- Other agency permitting

The utility agreement writer will develop a utility coordination memorandum detailing the coordination and cooperation required between the Department’s contractor and the utility companies during project construction. The engineering manager incorporates the elements of the memorandum into the contract Standard Modifications and Special Provisions. The agreement writer includes utility related Standard Modifications and Special Provisions in the utility agreement as an exhibit.

The utility coordination specifications:

- Lists the utilities present within the project area and their contact information
- Informs the Department’s contractor of the utility relocation work performed by others or required of the contractor;
- Provides the date or calendar days required by the utility to complete the relocation, and;

The memorandum should include any attachments, such a utility’s “Excavation and Clearance Guidelines,” or the ARRC “Specifications for Work on Railroad Property,” for inclusion in the Department’s contract as an appendix, as appropriate.

Submit the utility coordination memorandum, attachments, and utility-specific special provisions to the engineering manager for inclusion in the PS&E Review.

#### **4.4.6. Plans, Specifications, and Estimate Review**

The PS&E Review is the final review of the completed contract assembly. (See HPCM Chapter 4 for more.) The utility agreement writer participates in the review and provides utility-related comments as appropriate. The writer also submits utility company comments for adjudication.

The agreement writer makes any modifications required to the draft utility relocation and/or line extension agreements as a result of the PS&E Review and submits it for internal review. The internal review is to ensure that all necessary relocation plans, estimates, and exhibits are accurate and complete.

Once the Utility Section’s internal review is complete, transmit the agreements to the utility companies for review and signature.

#### **4.4.7. Final Plans, Specifications, and Estimates**

A completed Final PS&E ends the preconstruction phase of project development. (See HPCM Chapter 4 for more.)

The regional utility engineer signs the Project Certification form once the signed utility agreements are in place. Project Control submits the certification and ATP through Construction for approval. When ATP through Construction is approved, the preconstruction engineer can execute the agreements.

### **4.5. Alternative Processes**

Although the PS&E process is the standard utilized by the Department, other alternatives exist where circumstances either require an innovative design or accelerated schedule or where projects are designed through other agencies.

#### **4.5.1. Design/Build Projects**

The D/B process is utilized where an innovative design may be brought forward or an accelerated schedule is needed to complete a project. The Department process for utility relocations in a D/B project is outlined below.

##### **Pre-Request for Proposal Phase**

The Department will define the parameters of the project and develop a set of conceptual plans which will be utilized in the project's Request for Proposal (RFP). Once this information is available the regional utility engineer will work with the Project engineering manager to develop draft Memorandums of Understanding (MOUs) (ref. Appendix page 7-65) with the appropriate utility companies based on potential conflicts. The regional utility engineer will provide a PE Authorization Letter (ref. Appendix page A-7-63) to the utility which provides the following:

- An established date by which the Department will reimburse PE charges;
- The official Order to Relocate per AS 19.25.029(a);
- A copy of the draft MOU for review;
- Request for a "One Line" design and cost estimate;
- Determine area's where additional right-of-way may be necessary to accommodate the proposed relocation.

The PE authorization will cover charges by the utility until a D/B contractor is selected.

##### **Final MOU**

The Department will work with the utility to develop a final MOU which is acceptable to both parties. The final MOU outlines who is responsible for PE charges through the RFP process and those after the D/B team is selected. It addresses the D/B contractor's reimbursement requirements to the utility. It addresses the D/B contractor's requirements for assuring the proposed relocation meets the Department's accommodation policy so that a utility permit can be issued.

The final MOUs for the appropriate utility companies will be included in the RFP on which the D/B contract teams base their proposals.

##### **RFP Preparation**

Include the following items in the RFP relating to the utility relocations:

- The final MOU.
- The utility's conceptual "One Line" design and cost estimate accepted by the Department.
- A determination of eligibility specific to each utility addressing facilities the Department has determined are eligible for relocation reimbursement.

##### **RFP Phase**

During the RFP phase the Department will meet with the utility companies and D/B contract teams as requested. The utility companies may be asked to develop additional one-line designs and estimates based on the design of the D/B team. The charges by the utility companies during this phase are covered under the PE authorization.

##### **Post RFP Phase**

Once the Department has selected a D/B contractor the regional utility engineer will issue a letter to the appropriate utility companies terminating P.E. The D/B contractor becomes responsible for all subsequent costs from that point forward. The contractor is responsible for negotiating utility agreements with the utility company, to which the Department is a signatory. The D/B contractor ensures that the relocation work negotiated with the utility under the utility agreements meets the requirements of AAC Title 17. DOT&PF makes the final determination that the relocations are acceptable. A DOT&PF utility permit will be issued based on the as-built locations and will stipulate the appropriate conditions concerning maintenance and operation of the facility.

#### **4.5.2. Local Public Agency Process**

DOT&PF has a process for relocating utilities when a project involves a Local Public Agency (LPA). An LPA project is constructed in rights-of-way owned by the LPA. There are no DOT&PF utility permits covering these facilities. Determining reimbursement eligibility for these utilities is based on the following criteria:

- Adjustments are necessary for the proposed roadway construction;
- The utility is in conflict with the proposed improvements;



- The utility has a property right or permit for its present location;
- The utility is located according to the permit or is otherwise eligible for relocation reimbursement.

In order for the LPA to proceed with the utility relocations they must meet the following criteria:

- The utility relocation work and the project construction, as appropriate, are included in the Statewide Transportation Improvement Program (STIP) and FHWA or the state has issued the phase authority to proceed;
- Environmental evaluation has been approved and includes the utility relocations;
- The Department has reviewed and approved the plans, estimates and proposed or executed utility agreements;
- The Department has approved the LPA’s accommodation policy, and;
- As appropriate, the LPA has provided the Department the required documentation.

A utility agreement may be prepared by department staff, consultant services, and/or local agency staff.

#### **Utility Permit Transfer**

Where the Department is transferring title, the Department will:

- Forward to the LPA an inventory of all third party utility permits.
- Notify the permit holders of the transfer. The notification will contain the address of the new manager and a statement that the rights and responsibilities of the permit holder remain unchanged.

Utility permits are conveyed at the time of transfer of title.

#### **Property Management**

Federal utility policies, as detailed in 23 CFR 645, apply to all projects receiving federal-aid regardless of the funding source for the installation, adjustment, or relocation of utilities.

The LPA must have a DOT&PF-approved utility accommodation policy or adopt the Department’s

policy under 17 AAC. The utility relocation policy shall provide the following:

- The authority of the utilities to use and occupy the right-of-way
- The LPA’s authority to regulate such use
- The policies the LPA proposes for accommodating utilities within the right-of-way

Where utility facilities occupy the right-of-way, the LPA and the utility agree in writing to the terms of occupancy and the manner in which the utilities will be accommodated.

If utilities already occupy the right-of-way at the time the agreement is executed, the LPA will demonstrate that all permits or authorizations allowing occupancy in the right-of-way contain terms and conditions equivalent to the state policy on accommodation. The utility must certify that it has a right of occupancy in its existing location.

#### **4.6. Utility Agreements**

A utility agreement is a mutual, written understanding entered into by the State of Alaska, acting through the Department or Local Public Agency, and a utility company or agency, providing for the installation, adjustment, or relocation of utility facilities required by a Department sponsored project (AS 19.25.250 and 17 AAC 15.341).

A utility agreement:

- Establishes the responsibilities for accomplishing the work
- Establishes the parameters for reimbursement
- Provides a basis for federal, state, Local Public Agency, and/or utility participation in the costs, as appropriate
- Designates the method(s) to be used to accomplish the work, such as a competitively bid contract administered by the utility, by the utility’s own forces, or as an item in the Department’s contract, and
- Designates the method the utility proposes for developing relocation costs.

A utility agreement must be prepared in a format approved by DOT&PF, and shall consist of:

- The applicable standard utility agreement (boiler plate) form and signature sheet, and;
- Supporting exhibits: itemized cost estimate, scope of the relocation work to be performed, plans, and specifications.

#### **4.6.1. Agreement Forms**

The boiler plate forms were developed in cooperation with the state Attorney General’s Office.

In addition to providing for the installation, adjustment, or relocation of utility facilities, the boiler plate language establishes the utility’s indemnification of the Department for injuries, damages, or legal liability as a result of the performance of the relocation work.

The regional utility engineer should carefully consider any modification to the boiler plate language. Substantial modifications may be subject to a review by the Attorney General’s Office.

#### **Form 25D-250, 25D-250 FAA Utility Agreement (Work by State or Utility)**

Use Form 25D-250, commonly referred to as the standard utility agreement, when utility relocation/adjustment work is to be accomplished by a contract administered by the utility, the utility’s own forces, or as a bid item under a DOT&PF contract. For work associated with aviation projects use Form 25D-250 FAA.

Form 25D-250 may be amended to include Form 25D-252A, the utility reimbursable services agreement (URSA), when non-reimbursable work is included as a bid item in the Department’s construction contract.

#### **Form 25D-251, 25D-251A, and 25D-251B Line Extension Forms**

Use the appropriate line extension agreement form when it is necessary, or in the public interest, for a utility to install, own, and maintain distribution facilities to serve a Department’s installation or purpose, such as service to an electrical load center for highway signals or lighting, airport lighting, or telecommunications supporting an Intelligent Transportation System (ITS).

The utility will develop the method of installation costs in accordance with the utility’s approved tariff on file with the Regulatory Commission of Alaska (RCA), and provisions of 3 AAC 52.455 and 17 AAC

15.441. Utilities are exempt from DOLWD “Little Davis Bacon” Act requirements on line extensions.

The Department issues a no-cost permit to utilities for facilities installed under a line extension agreement located within DOT&PF rights-of-way.

#### **Form 25D-252 and 25D-252A Utility Reimbursable Services Agreement**

Use Form 25D-252 or 25D-252A for work included as a bid item under the Department’s construction contract that is either:

- At the request of, and for the sole benefit of, the utility (betterment), or
- A relocation required by the project that is not eligible for reimbursement

In both cases the URSA establishes the utility’s participation in the costs of the construction, preliminary and construction engineering, and incidentals, such as shared construction items and indirect cost rate agreement (ICRA).

The URSA requires a separate Department project number established by the Project Control Section for developing the costs to be billed to the utility.

#### **Form 25D-253, 25D-253 FAA Utility Lump Sum Agreement**

Use Form 25D-253 when the Department and utility agree to a final, fixed amount payment, or “lump sum” payment, for utility relocation/adjustment work.

The basis of the lump sum payment is an estimate of costs prior to construction. The lump sum payment method should only be used where the work is clearly defined and can be accurately estimated.

The regional utility engineer will submit a proposal for lump sum payment to the FHWA or FAA for approval on all federal-aid projects.

#### **Form 25D-254 Supplemental Agreement**

Use Form 25D-254 when the Department modifies the scope of a project by extending the project limits or adding work outside the limits. The modification results in additional relocation which is out of scope of the original project utility agreement.

#### **Letter Agreements**

The regional utility engineer may authorize the use of a “Letter of Agreement” in place of the standard utility agreement Form 25D-250 when:

- The eligible adjustment is minor, such as a water valve box or sewer manhole adjustment, the estimated cost of which is less than \$25,000, or
- The Department and utility agree that the work is of such a minor nature that no billings are required, either from the utility to the Department or vice versa.

#### **Form 25D-258 Certificate of Resolution**

Use Form 25D-258 when it is necessary to formally establish the authority of a utility, LPA, or other political subdivision of the state, to sign agreements or contracts.

#### **Form 252D-255 Signature Sheet**

Use signature sheet Form 252D-255 with all utility agreement forms and letters of agreement. The form may be modified to include additional signatures as appropriate.

#### **4.6.2. Agreement Exhibits**

All utility agreements shall include an itemized cost estimate, scope of work, project and utility relocation plans, and specifications that support the agreed upon work.

The standard agreement exhibits are:

- Exhibit “A” Estimate of Costs
- Exhibit “B” Certificate of Finding
- Exhibit “C” Plans
- Exhibit “D” Specifications

The Exhibits must be sufficiently detailed to:

- Provide a clear description of the work;
- Identify and specify the terms and conditions of any contribution, repayment, or credit required by the utility to the Department;
- Provide a visual detail of the work described through appropriate plans, and;
- Provide appropriate detail of the sequence of relocation work and time periods to complete the work based on constructability of the project.

#### **Exhibit “A” Estimate of Costs**

The utility’s relocation cost estimate must be itemized to clearly identify the costs associated with the work.

All costs are summarized on the Exhibit “A” Summary of Estimate for Adjustment of Facilities Required by (Highway)(Aviation) Construction” form. The form provides for the allocation of estimated costs to:

- Each of the project phases (PE = phase 2, ROW Acquisition = phase 3, State Work for the Utility = phase 4, Utility = phase 7), and
- The responsible party for funding the work, such as federal-aid, state/LPA, or the utility.

#### **4.6.3. Exhibit “B” Certificate of Finding**

The Certificate of Finding outlines the scope of work in sufficient detail to back up the costs of the estimate included in Exhibit “A.” The Exhibit “B” shall contain the following information:

- Project number, including both federal and state or agency where applicable;
- Project termini
- Utility type
- Utility company name and address
- Utility contact; and
- Utility work order numbers

Other items include:

**Eligibility:** Include a brief statement defining the basis for reimbursement eligibility, on federal-aid highway projects. This would include 23 CFR 645, on federal-aid aviation projects 14 CFR 151-152, with AS 2.15.102, 19.25.020 and 35.10.210, covering federal-aid and state funded projects. On local agency projects, reference the local ordinance under which the utility would be eligible for relocation reimbursement.

**Land Interests:** Address the utility’s claim for occupancy of the land. Recorded documents should be noted. State whether the facilities relocated are covered by a valid permit or were installed prior to July 1, 1960. Address facilities that are either not permitted or in non-compliance with the permit, defining the reimbursement in Exhibit “A.” Address

facilities located on company owned easements and how those rights are being replaced.

Listing of applicable utility permits should be included.

**Betterments:** If betterment to the existing utility infrastructure is occurring, address existing facilities and the planned betterment to the facility. Include how the betterment is being handled within the estimate, either as a betterment credit or a calculated percentage, per 17 AAC 15.351(g).

**Non-Reimbursable:** Address whether the utility is planning installation of new facilities or whether there are facilities being relocated that are not eligible for reimbursement. Indicate whether the work is handled through a separate work order or through a percentage calculation in the estimate, per 17 AAC 15.351(h)(i).

**Salvage and Scrap:** Indicate how salvage and scrap is being handled within the estimate. The statement should indicate that salvage or scrap returned to company stock will be credited to the Department, per 17 AAC 15.351(e)(f).

**Consultant Construction Engineering:** When consultant engineering is utilized the agreement should address the following:

- Letter from the utility stating that they are not adequately staffed to perform the relocation engineering.
- Letter from the utility and the consultant explaining the scope of work and services provided, including all fees and other arrangements.
- If work is done under an existing continuing contract, the utility must demonstrate that such work is done on a regular basis and that the fees are reasonable.

**Scope of Work Statement:** Include a general section that briefly describes the project's planned improvements.

Other topics that may be included, depending on complexity of the project or relocations are:

**Existing Utility Facilities:** Include a brief description of the utility companies existing facilities within the project, addressing whether the facilities are transmission, distribution, or service, aerial or underground, steel or plastic.

**Relocation Design:** Describe important details of the proposed utility relocation design, including betterments; conversion from overhead to underground (and whether it is considered a betterment or is required by local ordinance), conversion of steel facilities to plastic (and to what extent the relocation is viewed as reimbursable), conversion of copper communication cable to fiber optic cable.

**Utility Coordination:** Identify work which may require joint trenches or overlapping work that may require close coordination during construction.

**Construction Surveying:** Define what the utility's requirements are and what surveying may be supplied under the general contract, such as right-of-way staking or slope staking.

**Easements:** Address easements that were required to accommodate the relocation and any conditions associated with the easements such as permitting and future ownership.

**Change Orders:** Address how change orders to the agreement are to be handled and the appropriate approval process, which will depend on whether the work is being done by the utility or under the general contract and who is responsible for the costs.

**Cleanup Responsibility:** Address responsibility for clearing and debris removal by the utility or under the general contract. Address any general cleanup responsibilities of the company.

**Traffic Control:** Address if the utility is responsible for providing traffic control, if the work is being completed concurrently with project construction, whether the prime contractor will provide traffic control and the utility's responsibilities. If work is advance relocation, address the level of traffic control anticipated, which should be reflected in Exhibit "A."

**Storm Water Pollution Prevention Plan:** Address whether the utility is responsible to provide an approved SWPPP prior to relocation or if the work is concurrent with the Department's construction and what the utility responsibilities are in complying with the general contractor's SWPPP.

**Detailed Scope of Work:** The detailed scope of work statement should address the required relocation, both reimbursable and non-reimbursable, utilizing project stationing where applicable. If stationing is not available, such as off project relocation, then the

description should provide adequate detail utilizing plans attached to the agreement.

If special sequencing is addressed in the special provisions, then the scope of work should follow the sequencing if described by segments or phases to be completed.

Identify the applicable plan sheets of Exhibit “C” or additional exhibits which identify the relocation.

The scope of work should be consistent with materials estimated in Exhibit “A” and shown on the applicable plans.

#### **4.6.4. Exhibit “C” Plans**

The plans in Exhibit “C” should be from the projects latest design plan and profile sheets. Plans not included in the project plan set should be included as a separate exhibit, such as utility design plans not included in the set. Utilizing signed plans on which Authority to Advertise (ATA) is based reduces the amount of changes and potential conflicts arising during construction.

The plans should address existing facilities to remain, new facilities which are reimbursable, betterment facilities, non-reimbursable facilities, facilities to be retired or abandoned, and any temporary facilities based on the approved color coding. Check the color coding for correlation with the detailed scope of work and quantities within the Exhibit “A.”

Work included within the general contract should include plan sheets such as the estimate of quantity sheets with the appropriate items indicated and summary table sheets which apply.

#### **4.6.5. Exhibit “D” - Specifications (as required)**

Any project Special Provisions which are developed to coordinate utility relocation, such as Section 105-1.06 Coordination with Utilities, should be included in Exhibit “D.” The specials should briefly identify the relocation work to be completed utilizing stationing and identifying timeframes required to complete the relocation, generally identified in calendar days. Address such items as joint relocation and sequencing of relocations.

If the relocation work is incorporated into the project plans, then appropriate sections covering the work should be included in Exhibit “D,” for example Section 627 for water relocation. These items should correlate with the estimate of quantity sheets and plan

sheets included in Exhibit “C” as well as quantities in Exhibit “A.”

#### **4.6.6. Other Exhibits**

If the utility company’s design is not included within the project plan set, then those design plans should be included as a separate exhibit in the agreement.

If easement documents or utility company contract specifications are to be included in the agreement, they should also be inserted as a separate exhibit.

#### **4.7. Utility Agreement Number**

The regional utility engineer will assign a coded number to each utility agreement. The agreement number is derived as follows:

- The region number is the first digit: 1 (Central), 2 (Northern) and 3 (Southeast).
- The second part of the agreement number is the state project number as shown on the Alaska Statewide Accounting System (AKSAS).
- The third part of the number is the date as indicated by the last two digits of the year.
- The fourth part of the number is a regional, sequentially assigned two-digit number.

#### **4.8. Agreement Approval and Execution**

Follow these procedures in processing and executing utility agreements:

- Assemble the required signature copies
- The agreement preparer signs the agreement
- The agreement is signed by the regional utility engineer.
- The agreement is sent to the utility for signature.
- For federal-aid projects, the Department will request either approval of funding to allow advance utility relocation or ATA.
- When required approval and authorization is received on federal-aid projects, or when the agreements have been approved and funded by the Department on non federal-aid projects, the preconstruction engineer will execute the agreements; then distribute the

agreements as required. The date of execution shall be after approval and funding is secured.

- All copies are returned to the regional utilities engineer after approval.
- Send a transmittal letter authorizing the utility to proceed (ATP letter) with utility relocation work in accordance with the terms of the utility agreement. Advise the utility to terminate and bill all PE charges and begin construction engineering (CE) charges on the date of execution of the agreement.

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## 5. Project Support – Utility Construction Phase

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- 5.1. Purpose
- 5.2. General
- 5.3. Utility Coordination and Construction Support through the Construction Phase
- 5.4. Advance Utility Relocation
- 5.5. Utility Relocation Concurrent with Project Construction
- 5.6. Partial Advance Utility Relocation
- 5.7. Inspection
- 5.8. Change Orders
- 5.9. Billings
- 5.10. Audits
- 5.11. Project Close out

The Department is required to coordinate the relocation and/or adjustment of facilities found to be in conflict with DOT&PF construction projects (AS 19.25.20).

This chapter outlines the process, procedures, and practices for construction activities relating to inspection, including documentation, processing of change orders, reviewing and certifying billings for payment and project close out as it relates to utilities.

### 5.1. Purpose

The construction activities of the regional Utility Sections should have the following goals:

- Complete utility relocations per plan and in a timely manner,
- Be as cost effective as possible, and;
- Maintain the safety of the facility users.

The Department is responsible for reimbursement to the utility for relocation work based on an executed utility relocation agreement. The regional utility engineer decides the level of inspection required to verify field changes, to certify that utility billings are true and correct for payment, and that the project can meet the requirements of project close out.

### 5.2. General

The Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA) provide requirements for utilizing federal funding. DOT&PF adopts these requirements when state funding is also involved.

Regulations for inspecting, billing, and closing out utility phase relocation work for federal-aid highway projects are found in 23 CFR parts 645 and 646. Regulations for federal-aid airport projects are in 14 CFR Parts 151 and 152.

A Project Development Authorization (PDA) must be submitted to the Project Control Section through the engineering manager, requesting ATP through Utility phase Relocation (Phase 7) funding for all utility construction related activities.

Utility relocation work cannot occur until ATP for the appropriate phase has been approved. On state funded projects approval goes through DOT&PF Headquarters based on project certification.

### 5.3. Utility Coordination and Construction Support through the Construction Phase

The regional Utility Section administers the DOT&PF utility construction program, which includes coordinating utility relocations/adjustments or new utility services in support of the project. Coordination and inspection of utility relocations may be performed by Utility Section staff, consultant inspectors, or construction staff, to accomplish the following goals:

- Coordinate and support utility company relocation;
- Inspect and document relocation, address changes to the agreement or estimate prior to implementation that may result in funding changes;
- Document relocation activities providing proper support for certification and payment of utility billings; and
- Obtain documentation necessary for project close out

Ensure that the utility companies meet certain responsibilities during the construction process that allow DOT&PF to meet its goals. Ensure the relocation work is completed to both the satisfaction of the utility and the Department by having the utility company:



- Coordinate relocation activities with the Department’s representatives to ensure proper alignment and grade;
- Complete relocations in a safe, timely and most cost effective manner;
- Provide documentation to support billings;

**5.3.1. Initial Process Prior to Relocation**

When a project is certified through design and has met the requirements to proceed to utility relocation, it follows these initial steps:

1. Exhibit A from the utility agreements will form the basis for a Phase 7 Project Development Authorization (PDA), which is submitted to the Project Control Section through the engineering manager. The appropriate funding is then requested through the federal funding source or through state headquarters.
2. The regional utility engineer determines the level of inspection and assigns an inspector. Inspections may be done by the DOT&PF Construction Section.
3. While the project awaits funding approval, an inspector should perform an initial review of the utility agreements and project plans. The review should address any special circumstances laid out within the agreements, such as the following:
  - a. Non-reimbursable/betterment credits and the methodology for accepting those credits; such as;
    - i. Reimbursable percentage
    - ii. Lump sum
  - b. Joint use installations for portions or all of the work and which party is responsible for the lead on the installations;
  - c. Work being done by the Department’s contractor versus work by the utility company; and
  - d. Lump sum reimbursement for all or a portion of the relocation costs;

The agreement should also be reviewed for the use of utility purchase order contracts, verifying that the contracts are on file and

updated to reflect current rates. Comply with DOLWD “Little Davis Bacon” requirements, which apply to all construction contracts on publicly funded projects. Utility work performed under a Line Extension agreement is exempted from DOLWD requirements.

4. After Phase 7 funding approval, the final utility agreements are transmitted to the regional preconstruction engineer for final signature.
5. Once the agreements are fully executed, an ATP letter is sent to the applicable utility companies with a copy of the executed utility agreement.
6. Department of Labor (DOL) is sent the appropriate contract construction costs for each agreement by the regional Utility Section. This information is provided electronically utilizing DOLWD’s online form (ref. Appendix page A-7-125). This establishes the basis of payment of fees by the utility company to DOLWD.

It is at this point in the process that requirements change based on whether relocation is in advance or concurrent of construction.

**5.4. Advance Utility Relocation**

Removing the impacts of coordinating utility relocations from the project schedule can result in faster completion times and potentially reduced bid costs. But advance utility relocations have inherent risks that need to be evaluated prior to the final decision to proceed. These risks include:

- Potential for incorrect installations that create conflicts with project construction; and
- Potential for design changes that increase, reduce or alter the nature of utility conflicts

**5.4.1. Preconstruction Process**

Once funding has been received and the agreements have been executed, the utility company may advertise contracts to complete the relocation work.

These contracts are subject to DOT&PF approval. Verify that the work within the contract is representative of the work required under the agreement. Ensure the utility bid documents comply with the Buy America requirements. Once the contract is acceptable, the Department shall authorize

the utility in writing to proceed with bidding of the contract.

Concurrently with contract bidding or prior to relocation work, the utility must prepare a project Stormwater Pollution Prevention Plan (SWPPP), which is required regardless of whether utility disturbance is less than one acre. DOT&PF may review the SWPPP before it is submitted to the Department of Environmental Conservation (DEC). It may also be reviewed before a Notice of Intent (NOI) is submitted. Once the NOI has been electronically filed, a seven-day waiting period is required prior to commencing ground disturbing activities.

The utility contract bids must be reviewed and approved in writing prior to contract award or the utility may jeopardize full Department participation.

Upon receipt of the utility's recommendation for contract award, the contract costs are reviewed against the agreement costs to determine whether adequate funding is available to proceed. If the contract costs exceed the funding under the agreement, then a change order shall be developed which outlines the difference in costs and the total additional funding required.

After the change order is signed by DOT&PF and the utility, the construction project manager submits it to Project Control with a revised PDA. After the funding is requested the utility is authorized in writing to award the contract.

Since advance utility relocation occurs prior to project construction, the utility may be required to provide work normally performed by the general contractor, such as:

- Securing clearances or permits, such as SHPO, Fish & Game, SWPPP approvals, etc.,
- Reviewing project environmental documents and complying with permits acquired by the Department for project.
- Ensuring project survey control is in place before relocation, allowing the utility to stake relocation alignments. (Coordinate with the Location Section or Design Consultant, as appropriate.)
- Establishing responsibilities for SWPPP Best Management Practices (BMP) prior to and

during the relocations, including inspections and reporting.

- Developing procedures for timely submittal of traffic control plans and notifications to emergency services, school bus services, businesses and residents.

If right-of-way was acquired for the utility relocation, review the documents to determine if there are requirements tied to the parcels that may require special work by the utility or their contractor. These may include the following:

- Clearing restrictions on the parcel, possibly to avoid specific trees or shrubs;
- Restrictions on work, such as time restrictions;
- Special contact notifications prior to starting construction;
- Access requirements (handicap or business),
- Security issues such as placement of temporary or permanent fence; and
- Restrictions on permanent aboveground structures due to access or storage restrictions.

#### **5.4.2. Construction Process**

Once the utility company and the Department have coordinated and completed the preconstruction requirements, the utility or its contractor can commence with relocation activities.

After survey control is in place, the extent of clearing and grubbing required for the relocations should be determined and coordinated between the utility companies.

Joint relocation is encouraged whenever possible to narrow the overall utility footprint in the right-of-way as well as reducing costs and overall installation time. Weekly coordination meetings with the utility companies, the Utility Section, and Construction Section representatives can be helpful. This allows for minimizing duplication of items such as traffic control, surveying, and temporary patching.

Ideally, relocation activities should be completed prior to freezing conditions to allow stabilization of work areas, placement of asphalt patches, and cleanup for winter shut down. However, DOT&PF may determine that it is in the best interest of the project to

continue work and complete the relocation. Possible ramifications would be ripping or thawing of frozen materials or minimized production due to reduced daylight and colder temperatures. These additional costs may well be offset by the timing of construction activities and the fact that coordination of utility relocation has been drastically minimized.

Once the advance utility relocation has been completed and the old facilities removed, all disturbed areas must be stabilized as a requirement of the SWPPP. When stabilization has occurred to the Department's satisfaction, the utility will file a Notice of Termination (NOT) to terminate the SWPPP and construction activities.

If during advance relocation the Department's contractor submits an NOI for the project, the utility company performing advance relocation work under a separate SWPPP files a NOT terminating their SWPPP. Remaining utility relocation work would then be included in and performed under the project SWPPP.

## **5.5. Utility Relocation Concurrent with Project Construction**

Relocating utility facilities concurrent with project construction is becoming a more common method. Several issues make it more conducive to complete the relocation concurrent with the project construction, they are:

- Timing of project certification;
- Ability to work under the project's SWPPP;
- Eliminates duplication of items such as surveying, clearing and grubbing, traffic control, and SWPPP management; and
- Portions of the relocation included in the general contract.

Frequently the schedule for project certification is not conducive to advance relocation. For example, if certification occurs in late Fall or early Spring, utility relocation can wait until the project contract is awarded and the contractor can complete items such as the surveying, clearing and grubbing, and provide an overall project SWPPP.

In most cases, it is more cost effective to include the relocation under the contractor's SWPPP and require the utilities to work closely with the general contractor.

In many cases, it is beneficial to include the utility relocation in the general contract. That is particularly the case for underground utility relocations, such as water and sewer on urban projects. In cases where the project includes tight right-of-way or large cuts or fills it may be more cost effective to have the contractor install facilities such as casings or conduits to facilitate the relocation. These types of installations require close coordination through the project special provisions and coordination during construction between the general contractor, the Department, and the utility companies.

### **5.5.1. Preconstruction Process**

If the utility agreement is funded from Phase 4, it cannot be executed until the project has Authority to Advertise (ATA). The executed utility agreements will be provided to the utility with an ATP, addressing items such as a proposed schedule for relocation contingent on the general contractor's schedule.

Utility contracts are subject to Department review and approval to verify that the work within the contract is representative of the work required under the agreement. Once the contract is acceptable, the Department authorizes the utility in writing to proceed with contract bidding. Bidding should occur concurrent with bidding of the general contract.

Award of the relocation contracts may be based on the schedule of the general contract award to assure that the project SWPPP is in place and required surveying and clearing and grubbing are completed. As with advance relocation, utility contract bids must be reviewed and approved in writing prior to award of any contract, otherwise the utility may jeopardize full Department participation.

Once a low bidder is determined for the general contract, any contract items relating to utility relocations should be evaluated and the Phase 4 (construction) costs updated to reflect actual contract costs. Utility relocations under a Utility Reimbursable Services Agreement (URSA) shall be recalculated to reflect contract costs. Work by DOT&PF for a utility company under a Utility Reimbursable Services Agreement (URSA) shall be updated to reflect actual bid unit prices. The revised estimate is submitted to the utility company for review, and to the Project Control Section.

As with advance relocation, right-of-way documents should be reviewed for stipulations that may affect the utility relocation work.

Once the project has been awarded and the general contractor has completed the appropriate documentation to receive an ATP, then a preconstruction meeting or partnering meeting will be scheduled.

It is common for a separate utility preconstruction meeting to be scheduled with the appropriate utility companies. The Department's utility representative should attend the preconstruction meeting as well as be involved in scheduling the utility preconstruction meeting.

### **5.5.2. Construction Process**

Once the SWPPP is in place and the general contractor has provided surveying, and clearing and grubbing as required under the project special provisions, utility relocation may commence with DOT&PF approval.

Weekly project scheduling meetings are commonly used to assure that the relocation work proceeds on schedule with the contractor's work. It is imperative that utility representatives attend to confirm schedules and to coordinate work so that the contractor's SWPPP Best Management Practices (BMPs) are in place for all work. Items such as traffic control need to be coordinated to avoid duplication or conflicts.

As relocation progresses, the Department's utility inspector needs to work closely with the construction project engineer to assure that relocations are proceeding as scheduled. If field changes occur to the project design, they should be evaluated to determine if they impact proposed relocations. Coordinate changes with the construction project engineer.

As relocations progress, the utility inspector should verify whether hours or units in the agreement estimate are being overrun. If overages or changes to the agreement occur, the utility inspector shall initiate a change order document to the agreement addressing additional funding required to complete all required relocations and to document the reasons.

As relocations are completed, the work areas are cleaned up and final inspections made to ensure that work is satisfactory to the construction project engineer.

## **5.6. Partial Advance Utility Relocation**

In certain situations, relocation activities may begin prior to ATA and continue into the construction phase. This would occur where certain utility relocations

would put restrictions on the contractor's construction activities. The items addressed under Section 5.4 of this manual will be required, such as preparation and implementation of a SWPPP by the lead utility.

Once the general contract has been awarded and the contractor's NOI is in place, the utility company will file a Notice of Termination (NOT) on the utility SWPPP and all work will continue under the project SWPPP. From this point forward the process will move to the process under Section 5.5 of this manual.

## **5.7. Inspection**

One of the duties of a Department inspector whether from the regional Utilities Section, Construction Section, or a contract inspector, is to act as the liaison between the utility company and DOT&PF. For advance relocation, this only involves a general liaison with the construction project engineer. In the case of concurrent relocation with project construction, this will involve liaison with both the construction project engineer and general contractor as well.

The inspector maintains records that allow for verifying and certifying utility billings and documents all changes to the scope of work and cost estimates.

Relocation inspection reports are maintained either utilizing a pre-established form or daily diary with records of units or appropriate time and material records. Force account records should be maintained in accordance with the applicable utility company's audit system. Accounting methods approved by audit determine how the utility can recover costs. The inspection records should mirror how reimbursement is to be made to the utility.

Although records should be coordinated with the utility's construction representative, the records maintained should in no way be solely based on the records of the utility. The records should be maintained in a method where on a routine basis the overall work completed can be compared to the agreement to evaluate the overall budget of the relocation costs. If at some point the records indicate that the total hours estimated are nearly exhausted but the relocation is not completed, then a change order to the agreement shall be prepared estimating hours remaining to complete the relocation. The current overheads need to be applied to the hours to assure adequate funds are represented through the change order.

The regional utility engineer determines the actual inspection levels. The following are presented as general guidelines only for determining the frequency and level of inspection:

- Complexity of the utility relocation
- Cost of the relocation
- Location of work and impact to the travelling public, businesses, and residences
- Duration of relocation
- Sensitivity of location in terms of environmental, historical, as well as potential contaminated areas

Weekly utility scheduling meetings can help coordinate the work and promote cooperation between the parties. Coordinate work so traffic control and SWPPP BMPs do not create conflicts.

## 5.8. Change Orders

When substantial changes to the scope of work, quantities or cost of a utility relocation agreement occur use one of the following methods to modify the agreement:

- **Utility Change Order** – An order written by the Department to document changes to the utility agreement within its general scope of work, establishing the basis for payment for all affected work. The document should address items such as cost changes and time adjustments required. Use Utility Change Order Form 25D-256A (see Chapter 7, Appendix A-124).
- **Supplemental Utility Agreement** — DOT&PF negotiates a written agreement with the utility authorizing any work beyond the general scope of the original utility agreement. The agreement must address the basis for payment by the Department. Use Supplemental Utility Agreement Form 25D-254 (see Chapter 7, Appendix A-114).

If the utility contract bid results differ from the agreement estimated cost use the bid prices for documentation in a utility change order. The utility change order can be used to document funding changes in a Phase 7 PDA request if needed.

The Department approves any changes to a utility agreement for additional work. If they are accepted, DOT&PF will execute a utility change order to the utility agreement addressing the changes in scope and the basis of payment.

Minor changes occurring throughout the relocation process may be documented and incorporated into a single change order. Minor changes are those that individually do not warrant a utility change order but, taken in the aggregate, substantially affect the overall scope or cost estimate of the utility agreement.

Changes to the Department’s construction contract that affect utility facilities require concurrence from the regional utility engineer and approval of the affected utility.

## 5.9. Billings

DOT&PF reimburses the utility for actual costs of adjustment, removal, or relocation of facilities incidental to project construction in accordance with Title 17 of the Alaska Administrative Code. The basis for reimbursement is an executed utility agreement between the Department and the utility.

Only those costs incurred by the utility after authorization of the work will be eligible for reimbursement. For preliminary engineering (PE), the authorization will occur at the beginning of the design process by a letter authorizing PE and providing a notice to relocate. All construction related costs are based on the date the preconstruction engineer or a designated signatory signs the utility agreement, or the date the ATP was issued if different.

Utility billings are submitted for payment to the regional utility engineer in accordance with applicable statutes, codes, and procedures. The utility may bill on a partial or final basis depending on project duration and costs. Utility billings must reflect actual costs that can be traced through the utility’s accounting records by a work order number assigned to the project.

A DOT&PF billing information packet (see Chapter 7, Appendix A-130) outlines the requirements for submitting billings for payment. They shall include the following attachments:

- Summary sheet indicating all previous partial billings submitted;

- Breakdown of billings costs by appropriate category, PE, construction engineering (CE), contract construction, etc.;
- Invoices for all contractors or suppliers within the billing;
- Backup for all in-house labor charges reflecting hours and rates;
- Backup for material issues reflecting quantities and unit costs; and
- Application of credits or percentages as per the utility agreement.

#### **5.9.1. Billing Review and Verification**

The regional utility engineer reviews billings in a manner that they can be certified for payment. The initial billing review verifies that the referenced utility agreement number is correct as well as the utility work order number(s) and is accompanied by the proper certifications required by the agreement. The billing should indicate the correct billing number as well as previous billing amounts. The billing time frame should be indicated addressing the period of cost accumulation. For FHWA funded projects, a signed certification stating the utility has complied with Buy America and that the material certifications will be maintained for review.

When the initial review confirms that the information is correct, the detailed information is reviewed. If the utility agreement has established a reimbursable/betterment percentage, the review process ensures that it is applied correctly, and credits have been applied. Contractor costs must include invoices to substantiate the costs, verify that sub-contracts are on file for rate verification or units. Material purchases must include vendor invoices. Materials issued and in-house labor should include appropriate backup with enough detail to verify hours and quantities billed. All billed units or hours will be compared to field documentation and the utility agreement to ensure the billing represents the work performed.

After reviewing billings and verifying costs, the regional utility engineer can approve for payment through the regional fiscal section. The billing should be transmitted to the regional fiscal section by memorandum indicating the approved billing amount and appropriate coding for the costs by collocate, program code, ledger code and account number.

Once the project is complete, the utility submits a final billing to certify that costs are complete as per the utility agreement and any approved change orders.

#### **5.10. Audits**

The Department requests system audits of the utility companies that are anticipated to have project work in the next calendar year. The audits establish applicable overhead rates and other costs that are applied to billings during that calendar year.

Completed projects may also be audited with a final audit report determining whether all cost billed and payments issued were done so correctly.

#### **5.11. Project Close out**

When all financial obligations are satisfied with utility companies, the regional utility engineer will commence the utility project close out process.

The Department sends a Project Close-Out letter to all utilities listing projects which are ready to close.

Internal Review will audit the Final Projects for each utility and provide an audit memo to the regional utility engineer and to the utility with a Final Audit Number.

Any audit required credits are debits are paid and the project files are closed.

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## 6. Railroads

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- 6.1. General
- 6.2. Permits Issued by DOT&PF
- 6.3. Temporary Construction Permits and Flag Protection
- 6.4. Railroad Agreements
- 6.5. Responsibility for Maintenance and Operation of Highway-Railroad Grade Crossings

### 6.1. General

Railroads have operated in Alaska since the first railroad charter was issued in 1827. The two chartered railroads currently operating in Alaska are the Alaska Railroad Corporation (ARRC) and the White Pass & Yukon Route Railroad (WP&YR). In addition, there are industrial tracks on private property that connect to the chartered railroads' primary tracks.

The WP&YR, chartered in 1898, currently runs from the deep water port of Skagway to Carcross, Yukon Territory. The WP&YR is privately owned by ClubLink Enterprises of Toronto, Canada.

The ARRC was chartered in 1903 and operates between Seward and Fairbanks, with additional branch lines to Palmer, Whittier, North Pole, Eielson Air Force Base, the Usibelli Coal Mine in Healy, and the Anchorage and Fairbanks Airports. Originally federally-owned, the ARRC was transferred to the State of Alaska in 1984 by the Alaska Railroad Transfer Act of 1982 (45USC 1201-1214). It operates as a public corporation under the terms of the Alaska Railroad Corporation Act (AS 42.40).

The vast majority of ARRC highway crossings are not subject to a DOT&PF utility permit. The railroad preceded the highway at these locations and is in the position of granting DOT&PF permission to cross their facility, and permit DOT&PF improvements in their right-of-way. In order to facilitate administration and management of these crossings (at-grade and separated) and facilities the ARRC and DOT&PF entered into Public Facilities Master Agreement, Contract No. 9670 (Master Agreement). This agreement covers all crossings and DOT&PF facilities within ARRC rights-of-way in Northern and Central Region. It specifies the rights and responsibilities of each party for construction, maintenance and operation. This is a significant difference between the ARRC and other utilities. It alters the typical utility permit/utility agreement process in many ways.

### 6.2. Permits Issued by DOT&PF

Where a railroad desires to install facilities in DOT&PF rights-of-way, the permitting process is essentially the same as for any other utility. For the purposes of accommodation and relocation, railroad facilities are treated as utilities. The state regulations and federal codes governing accommodation and relocation of railroads are 17 AAC 15 and 23 CFR 645 and 646, respectively.

The application is submitted on Form 25D-261, "Application for Utility Permit on State Rights-of-Way". Although 17 AAC 15.471 and 17 AAC 15.481 specifically refers to these as "Railroad Permits," they are referred to in this manual as utility permits so as not to confuse them with permits issued by a railroad.

A utility permit is not required for the reconstruction of existing crossings, structures, or other facilities nor is it required for the construction of facilities in areas where the railroad holds a fee title or an easement for railroad purposes.

### 6.3. Temporary Construction Permits and Flag Protection

If the Department proposes to do work in the ARRC right-of-way, from surveying to construction, some form of approval is needed from the ARRC. DOT&PF works with the ARRC to obtain the appropriate permits according to the conditions in the Master Agreement.

A draft temporary construction permit (TCP), or right of entry (ROE) must be obtained by the utility agreement writer for inclusion in the appendix of the Department's project construction contract when a DOT&PF construction project will be impacting ARRC right-of-way. After bid award the contractor shall finish the permit process with the ARRC. No work on ARRC right-of-way can occur until the permit is finalized.

In addition to a permit, if workers or equipment are within 20 feet of the track (the "safety zone") railroad personnel are required to be on site to provide railroad flag protection. Payment for railroad flag protection may be made by the Department or its contractors.



## 6.4. Railroad Agreements

Railroad agreements are a specific type of utility agreement and are addressed in 17 AAC 15.511. The railroad prepares the agreement using their standard agreement language (boiler plate).

Just like standard DOT&PF utility agreements, the railroad agreement establishes the parties responsible for performing and paying for work. It provides a basis for federal, state, and railroad participation in the costs, as appropriate.

The work may be done by railroad forces, by a contract administered by the railroad, or as a bid item under the Department construction contract.

The railroad agreement must include all items required in 17 AAC 15.351, 17 AAC 15.361 and 17 AAC 15.371. The ARRC agreement will include ARRC-provided "Standard Specification for Work on Railroad Property." The specifications should be attached in their entirety as an appendix to the bid documents. The Department cannot modify or edit the specifications without approval from the ARRC.

All railroad agreements must include:

- Scope of work
- A detailed estimate that itemizes labor, equipment and materials quantities and costs (including credits) to the project.
- The method to be used for performing work, by contract or force account.
- The method proposed by the railroad for developing relocation costs that is acceptable to DOT&PF
- Plans
- specifications
- A completion date.

The preferred method for developing relocation costs is on the basis of actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable federal or state regulatory body.

### 6.4.1. Flag Protection Agreements

Flag protection is required whenever workers or equipment may come within 20 feet of the track

regardless of the ownership of the right-of-way. For projects with work within railroad right-of-way this may be the only agreement needed. This agreement is also generated by the railroad and may have project-specific specifications for "Work on Railroad Property" that will be included in the agreement.

### 6.4.2. Railroad Construction and Inspection

Railroad grade crossing surfacing, crossing signals, gates, railroad signal controllers, grade separation structures, or relocation work may be performed by railroad forces, the railroad's contractor, and/or the Department's construction contractor.

When the work is performed by the railroad or its contractor, the DOT&PF regional utility engineer is responsible for inspections.

When the work is performed by the Department's construction contractor, the regional Construction Section is responsible for inspections.

The railroad's inspector is also responsible for inspections in every case.

### 6.4.3. Railroad Reimbursement

The Department will reimburse the railroad for eligible costs incurred in making changes to railroad facilities on projects involving elimination of hazards of railroad-highway crossings and on other projects where the railroad is not required to move or change its facilities at its own cost.

To be eligible for reimbursement, the costs must be:

- For work which is included in an approved railroad agreement; and,
- Incurred subsequent to the date of federal approval of the railroad agreement, when applicable.

## 6.5. Responsibility for Maintenance and Operation of Highway-Railroad Grade Crossings

When railroad crossings are in the DOT&PF right-of-way, the railroad is responsible for maintaining the track bed and rail components and the state property between the track tie ends within the crossing (17 AAC 15.491). The railroad is also responsible for operating and maintaining railroad crossing signals or other protective devices. The Department is responsible for all state property located outside of the

track tie ends and for the structure and approaches (unless otherwise specified in the railroad permit). This separation of responsibilities typically also applies to crossings in ARRC right-of-way.

This boundary between responsibilities is typical to crossings regardless of right-of-way ownership. The right-of-way ownership typically determines which party pays for the operation and maintenance. See the Master Agreement for details.

Where railroad crossings are in ARRC right-of-way, operation and maintenance of highway-railroad crossings and crossing signal systems are performed by the ARRC and paid for by DOT&PF.

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## 7. Appendix

### A.1 Executive Order 39 (Page 1 of 2)

# Executive Orders of the Governor

#### Revisor's notes (1970)

In complying with AS 24.30.130(b), this collection of the governor's executive orders is intended as a convenient publication of the orders issued under art. III, § 23 of the Alaska Constitution. It will be noted that the orders have taken a variety of forms, and some are not true "executive orders" under this constitutional provision; however, all of the documents in the numbered series designated "Executive Orders" are presented here.

#### EXECUTIVE ORDER NO. 39

Under the authority of Article III, Section 23 of the Constitution of the State of Alaska, and in accordance with AS 24.30.130(b), I order the following:

Section 1. **FINDINGS AND PURPOSE.** As governor, I find that the diverse transportation needs of the state would best be served by the creation of a single department for the planning, study, development, management and operation of integrated, intermodal transportation systems. The purpose of this department is to evaluate, plan, design, construct, manage, operate and maintain all state transportation modes and systems, relying on analysis of the relative advantages of different modes and systems and considering their social, economic, and environmental consequences.

Secs. 2—7. Permanent laws. See Table of Disposition of Acts.

Sec. 8. All litigation, hearings, investigations and other proceedings pending under a law amended or repealed by this Order, or in connection with functions transferred by this Order, continue in effect and may be continued and completed notwithstanding a transfer or amendment or repeal provided for in this Order. Certificates, orders, and regulations issued or adopted under authority of a law amended or repealed by this Order remain in effect for the term issued, until revoked, vacated, or otherwise modified under the provisions of this Order. All contracts, rights, liabilities, and obligations created by or under a law amended or repealed by this Order, and in effect on the effective date of this Order, remain in effect notwithstanding this Order's taking effect. Records, equipment, and other property of agencies of the state whose functions are transferred under this Order shall be transferred commensurate with the provisions of this Order.

Sec. 9. (a) The Department of Transportation and Public Facilities is vested with the duties and powers formerly held by the Department of Public Works relating to planning, construction, maintenance and operation of transportation facilities, including state ferries, airports

Executive Orders of the Governor (E.O. No. 39) (Page 1 of 2)

A-1 Executive Order 39  
(Page 2 of 2)

NO. 39

EXECUTIVE ORDERS OF THE GOVERNOR

NO. 39

and water and harbor facilities, and for design and construction of buildings and appurtenant structures, and specifically including all powers and duties formerly held by the Department of Public Works under AS 02, AS 30.05, AS 30.15, AS 35, AS 41.20 and AS 44.65.

(b) The Department of Transportation and Public Facilities is vested with the duties and powers formerly held by the Department of Highways relating to planning, construction, maintenance and operation of state transportation facilities including state highways, roads, bridges, traffic signs and signals, the supervision and maintenance of state automotive and mechanical equipment, the control of outdoor advertising visible from state highways and all other duties and powers of the Department of Highways, and specifically including powers and duties formerly held by the Department of Highways under AS 19, AS 28.01, AS 28.05, and AS 44.57.

Sec. 10. The commissioner of transportation and public facilities shall replace the commissioner of highways on the state Geographic Board, the Alaska Toll Bridge Authority, and all other boards and commissions.

Sec. 11. All other references in the Alaska Statutes to the Department of Highways or the commissioner of highways, or to the Department of Public Works or the commissioner of public works, not expressly amended by or referred to in this Order shall be read as the Department of Transportation and Public Facilities or the commissioner of transportation and public facilities, respectively, in order to implement this Order.

Sec. 12. During Fiscal Year 1978, all appropriation items made for that fiscal year and prior years for the Department of Highways and the Department of Public Works may, upon approval of the governor, be appropriately transferred to implement the purposes of this Order.

Sec. 13. Permanent law. See Table of Disposition of Acts.

Sec. 14. This Order takes effect July 1, 1977.

JAY S. HAMMOND  
*Governor*  
*State of Alaska*

**A-3 Permit Application (Form 25D-261)**

25D-261 (7/09)

Permit No. \_\_\_\_\_  
Page \_\_\_\_ of \_\_\_\_

**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**APPLICATION FOR UTILITY PERMIT ON STATE RIGHTS-OF-WAY**

Application is hereby made for permission to place, construct and thereafter maintain a utility facility in, on, along, or across the Rights-of-Way of the Department of Transportation and Public Facilities, as described below:

- Major Permit \$600.00                       Minor Permit\* \$100.00                       Linear Footage \$1.00/foot

\*If Minor, Utility Permit being amended: \_\_\_\_\_

1. Type of Facility: \_\_\_\_\_
2. Location of Facility: \_\_\_\_\_
3. Location and Extent of Required Clearing: \_\_\_\_\_
4. Joint Use with: \_\_\_\_\_  
in accordance with \_\_\_\_\_  
attached as Exhibit \_\_\_\_\_
5. Facility to be constructed in accordance with the following:
  - a. Plans dated \_\_\_\_\_, consisting of \_\_\_\_\_ sheets attached to and made a part of this application.
  - b. Specifications dated \_\_\_\_\_, consisting of \_\_\_\_\_ pages attached to and made a part of this application.
  - c. In conformance with Code(s) \_\_\_\_\_
6. Work to commence on or about \_\_\_\_\_ and to be completed on or about \_\_\_\_\_

The applicant in carrying out any or all of the work herein above mentioned or referred to in this application, and in the authorized Utility Permit issued therefore, shall strictly conform to the terms of such Utility Permit; AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210; and AS 35.10.230; regulations as set forth in 17 AAC 15 and any revisions thereto, and such policy directives as issued by the Commissioner of the Department of Transportation and Public Facilities.

The applicant shall comply with regulations of all other governmental agencies and the work shall be accomplished in a manner that will not be detrimental to the Department facility and appurtenances nor in any manner endanger the traveling public or facility users.

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**A-4 Pipe Carrier Sheet (Form 25D-261A)**

25D-261A (5/86)

Permit No. \_\_\_\_\_  
Page \_\_ of \_\_

**PIPE CARRIERS**

Transmittant: \_\_\_\_\_

Flash Point: \_\_\_\_\_

Working Pressure: \_\_\_\_\_

Temperature: \_\_\_\_\_

Number of Conduits (Pipes): \_\_\_\_\_

Diameter of Pipe: \_\_\_\_\_

Type and Class of Pipe: \_\_\_\_\_

Encasement Diameter and Type: \_\_\_\_\_

Vent Locations: \_\_\_\_\_ Left: \_\_\_\_\_ Right of Highway Centerline

Cathodic Protection: \_\_\_\_\_

Crossing Angle: \_\_\_\_\_ Length: \_\_\_\_\_

Depth Below Road Surface: \_\_\_\_\_

Depth Below Ditch Bottom: \_\_\_\_\_

Method of Crossing Installation: Boring: \_\_\_\_\_ Jacking: \_\_\_\_\_ Open Cut: \_\_\_\_\_

Longitudinal Facility Length: \_\_\_\_\_

Offset from Highway Right-of-way Line: \_\_\_\_\_ Depth of Bury (Min. 36"): \_\_\_\_\_

Method of Longitudinal Installation: Trenching: \_\_\_\_\_ Plowing: \_\_\_\_\_

Construction Code(s) Applicable: \_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A-5 Electrical and Communications Sheet (Form 25D-261B)**

25D-261B (5/86)

Permit No. \_\_\_\_\_  
Page \_\_\_\_ of \_\_\_\_

**ELECTRICAL AND COMMUNICATIONS FACILITIES**

**OVERHEAD FACILITY**

Number of Circuits: \_\_\_\_\_  
Voltage and Phase: \_\_\_\_\_  
Conductor Type and Size: \_\_\_\_\_  
Structure Type: \_\_\_\_\_  
Crossing Angle: \_\_\_\_\_ Length: \_\_\_\_\_  
Minimum Vertical Clearance: \_\_\_\_\_  
Longitudinal Facility Length: \_\_\_\_\_  
Offset from Highway Centerline: \_\_\_\_\_

**UNDERGROUND FACILITY**

Number of Conductors (Cables): \_\_\_\_\_  
Voltage and Phase: \_\_\_\_\_  
Conductor (Cable Type and Size): \_\_\_\_\_  
Number & Size of Conduits: \_\_\_\_\_  
Size and Type of Encasement: \_\_\_\_\_  
Crossing Angle: \_\_\_\_\_ Length: \_\_\_\_\_  
Depth of Ditch Prism Placement: \_\_\_\_\_  
Depth 10 Feet Outside Slope Limits: \_\_\_\_\_  
Method of Crossing Installation: Boring: \_\_\_\_\_ Jacking: \_\_\_\_\_ Open Cut: \_\_\_\_\_  
Longitudinal Facility Length: \_\_\_\_\_  
Offset from Highway Right-of-way: \_\_\_\_\_  
Method of Longitudinal Installation: Trenching: \_\_\_\_\_ Plowing: \_\_\_\_\_

**Codes Applicable:** \_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION:** \_\_\_\_\_  
\_\_\_\_\_



**A-6 Structures Sheet (Form 25D-261C)**

25D-261C (8/91)

**STRUCTURES**

TYPE: \_\_\_\_\_ (TRANSFORMER, VAULT, PUMP HOUSE, ETC.)

LOCATION: \_\_\_\_\_  
*TOWN-ROAD NAME-DISTANCE TO NEAREST CROSS STREET*

STRUCTURE DIMENSIONS: \_\_\_\_\_

OFFSET FROM CENTERLINE OF ROAD: \_\_\_\_\_

TYPE AND CLASS OF PIPE OR CONDUIT:

VENT LOCATIONS: \_\_\_\_\_ LEFT: \_\_\_\_\_ RIGHT OF HIGHWAY  
CENTERLINE

HEIGHT ABOVE SURROUNDING GROUND \_\_\_\_\_

HEIGHT ABOVE ROAD SURFACE \_\_\_\_\_

DEPTH BELOW ROAD SURFACE: \_\_\_\_\_

DEPTH BELOW EXISTING SURFACE: \_\_\_\_\_

CONSTRUCTION CODE(S) APPLICABLE: \_\_\_\_\_

ADDITIONAL INFORMATION: \_\_\_\_\_

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

**A-7 Permit Amendment Aerial (NR)**

(NR-7/00)

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
UTILITY PERMIT AMENDMENT  
APPLICATION

\_\_\_\_\_ requests an amendment to

Permit # \_\_\_\_\_ as follows: \_\_\_\_\_

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

within the following Department of Transportation & Public Facilities controlled properties:

\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Permittee signature \_\_\_\_\_

Utility Permit # \_\_\_\_\_ is hereby amended to include the above described facility and all provisions of said Utility Permit are in force during this installation. The following additional special provisions are to be applied to this amendment.

**UTILITY PERMIT SPECIAL PROVISIONS**

**THE PERMITTEE PROMISES TO COMPLY WITH THESE SPECIAL PROVISIONS BY SIGNATURE ON THE PERMIT. IT IS THE PERMITTEE'S RESPONSIBILITY TO FAMILIARIZE ITS' EMPLOYEES, AGENTS, AND/OR CONTRACTORS WITH THESE PROVISIONS, AND INSIST ON STRICT COMPLIANCE.**

These Special Provisions refer to the publication "Alaska Department of Transportation and Public Facilities STANDARD SPECIFICATIONS for Highway Construction" which is available for \$25 from:

Alaska Department of Transportation and Public facilities  
Design and Construction Standards  
3132 Channel Drive  
Juneau, Alaska 99801-7879

Or online at: [www.dot.state.ak.us](http://www.dot.state.ak.us), Design and Construction Standards, Standard Specifications, English

**1.0 General and Administrative**

- 1.1 The Permittee shall promptly remove or relocate the new Facility covered by this amendment at no cost to the Department if required to do so within five (5) years from the date of this amendment in accordance with the provisions of AS 02.15.104(c)(4) or (5), AS 19.25.020(c)(4) or (5), AS 35.10.220(c)(4) or (5).

**A-12 Utility Permit Route Slip (Version 4-4-2011)**



Version: 4-4-2011

## UTILITY PERMIT ROUTE SLIP

Department of Transportation & Public Facilities  
Central Region – Traffic, Safety & Utilities

Permittee: Name of Company      WO# xx-xxxxx      Date Received: XX-XX-XXXX

Date Assigned: X/XX/XXXX      Assigned to: Engineer's Name  
Remarks: \_\_\_\_\_

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

Transmit to:    ANC / Design / Environ / Hydrology / M&O / ROW  
                         Airport Leasing / Kenai / MatSu / MOA

P  
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R

Date Transmitted: \_\_\_\_\_      Date(s) Rec'd Back: \_\_\_\_\_

**MAJOR**  **MINOR**  **or X**

Inspection RSA Req'd: \_\_\_\_\_

RSA No: \_\_\_\_\_

Returned to Utility Lead: DATE

Permit No: 1-XXXXXX-YR-XXX

Initial Permit Fee: \$XXXX

Lineal Feet ( XXXX ) – 200ft = YYYY ft

Footage Fee: ( YYYY ) ft x \$1.00 = \$ YYYY

Total Permit Fee: \$ZZZZ

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

Project Name: XXXXXXXXXX

Reimbursable Agreement No: \_\_\_\_\_

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

UTILITY LEAD      Remarks: \_\_\_\_\_

To Permit Writer: DATE

To Admin Clerk: DATE

ADMIN CLERK      Remarks: \_\_\_\_\_

To Utility Lead: \_\_\_\_\_

UTILITY LEAD      Remarks: \_\_\_\_\_

To Admin Clerk: \_\_\_\_\_

To Utility Lead: \_\_\_\_\_

UTILITY CHIEF: \_\_\_\_\_      Remarks: \_\_\_\_\_

ADMIN CLERK

Transmitted to Utility: \_\_\_\_\_      Remarks: \_\_\_\_\_

Received from Utility: \_\_\_\_\_      Remarks: \_\_\_\_\_

"Get Alaska Moving through service & infrastructure."

**A-14 Utility Permit (Form 25D-260)  
(Page 1 of 5)**

Permit No. 1-XXXXXX-12-XXX  
Page 1 of 5

**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**Route Name**  
**W.O. # XXXXXXXX**

**UTILITY PERMIT  
(MINOR or MAJOR)**

Approval  
Recommended: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Regional Permit Officer Region: Central

\*\*\*\*\*

THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, grants a Utility Permit to **UTILITY COMPANY** hereinafter called the PERMITTEE, to construct, install and thereafter perform routine maintenance, use and operate a **FACILITY BEING INSTALLED** hereinafter called the FACILITY, located as follows: **LOCATION DESCRIPTION**

**CDS M.P. XXXX**

across, along or under property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions, and in strict conformance with plans, specification and special provisions attached hereto and made a part hereof, and not otherwise.

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

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

C. The PERMITTEE'S construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT'S right-of-way and/or public facility; or as hereinafter provided in the DEPARTMENT'S Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property. Day-to-day operational control of work activities authorized by this PERMIT are the responsibility of the PERMITTEE subject to the terms of the PERMIT.

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

**A-14 Utility Permit (Form 25D-260)**  
**(Page 2 of 5)**

Permit No. 1-XXXXXX-12-XXX  
Page 2 of 5

- \_\_\_\_\_ (1) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualify under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).
- \_\_\_\_\_ (2) The PERMITTEE shall promptly remove or relocate said FACILITY at no cost to the DEPARTMENT in accordance with the provisions of AS 02.15.104(c)(4) or (5), AS 19.25.020(c)(4) or (5), or AS 35.10.220(c)(4) or (5).
- \_\_\_\_\_ (3) **Other Mutual Agreement.**

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

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

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

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

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

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

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

**A-14 Utility Permit (Form 25D-260)**  
**(Page 3 of 5)**

Permit No. 1-XXXXXX-12-XXX

Page 3 of 5

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

M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE'S FACILITIES on DEPARTMENT right-of-way or other permitted locations. (17.AAC 15.061)

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

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

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

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

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

S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the following attached documents. The PERMITTEE affirms that it is solely responsible for the content of the attached documents. Issuance Approval of this Permit does not imply the Department's approval of the attached documents. In the event of any conflict between the attached documents and the Permit, the Permit language shall control.

1. Plans dated XX/XX/2012, consisting of X pages
2. Specifications consisting of page N/A thru page N/A; and
3. (other) N/A,

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

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of the work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Chief; Traffic, Safety & Utilities Section. The costs billed to the PERMITTEE will be the actual DEPARTMENT'S costs incurred while performing the inspection and testing.

**A-14 Utility Permit  
(Page 4 of 5)**

Permit No. 1-XXXXXX-12-XXX

Page 4 of 5

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

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referred to in paragraph "S" above) which is calculated to be XXX linear feet at \$1.00 per foot = \$XXX.00, (but not to exceed \$10,000) payable at the time the permit is executed by the DEPARTMENT, unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

**A-14 Utility Permit  
(Page 5 of 5)**

Permit No. 1-XXXXXXX-12-XXX  
Page 5 of 5

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\*\*\*\*\*

THE COMPANY OR PERMITTEE

**UTILITY COMPANY**  
Name of Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
\*\*\*\*\*

ACKNOWLEDGEMENT OF COMPANY OR PERMITTEE

STATE OF ALASKA  
\_\_\_\_ JUDICIAL DISTRICT

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared

\_\_\_\_\_ and \_\_\_\_\_

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

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

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



**A-19 Permit Signature Sheet**

Permit No. 1-XXXXXXX-12-XXX  
Page 5 of 5

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

The State of Alaska, acting by and through its Department of Transportation & Public Facilities has caused this Utility Permit to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\*\*\*\*\*

\*\*\*\*\*

**THE COMPANY OR PERMITTEE**

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

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION &  
PUBLIC FACILITIES

\_\_\_\_\_ REGION

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

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

Title: \_\_\_\_\_

Title: Utilities Engineer

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

\*\*\*\*\*

**ACKNOWLEDGEMENT OF COMPANY OR PERMITTEE**

STATE OF ALASKA  
\_\_\_\_ JUDICIAL DISTRICT

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
A Notary Public

## A-20 Permit Special Provision for Sovereign Immunity

(Agreement/Permit) No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

### WAIVER OF SOVEREIGN IMMUNITY

The Native Village of (name of village) IRA Council, acting under the authority of the "Constitution and Bylaws of the Native Village of (name of village)," and the federally chartered IRA Corporation known as the "Native Village of (name of village) Alaska," acting under the authority of the "Corporate Charter of the Native Village of (name of village) Alaska" (hereinafter collectively referred to as "(name of village)") irrevocably waive their sovereign immunity and hereby give consent to be sued in the courts of the State of Alaska and to have judgment entered against either or both of them in those courts for:

1. any civil action filed by the State against (name of village) or its officials arising under or in any manner related to this utility (agreement/permit);
2. the assertion by the State against (name of village) of defenses, cross-claims or counterclaims in any civil action related to this (agreement/permit) that is filed by (name of village) against the State;
3. allowable costs and attorneys fees awarded against (name of village) in any civil action related to this (agreement/permit) whether those costs and fees are:
  - a) incurred by the State in pursuing a civil action against (name of village) related to this (agreement/permit), or
  - b) incurred by the State in asserting a defense, cross-claim, or counterclaim in any civil action related to this (agreement/permit) that is filed by (name of village) against the State.

(name of village) also irrevocably waives its sovereign immunity and gives its consent to levy and execution against (name of village) 's real property and other assets to enforce any court order or judgment entered in any law suit described in this waiver of sovereign immunity, including court orders and judgments awarding costs and attorney fees to the State, whether those assets are owned in the name of the Village, the Village Council, the (name of village) IRA Corporation, or any entity created under the authority of either the Village, the Village Council or the (name of village) IRA Corporation.

As part of this waiver of sovereign immunity, the State and (name of village) further agree that Alaska State Courts shall have exclusive jurisdiction over all civil actions related to this (agreement/permit). Any civil action initiated by either party that arises under or is related to this permit shall be filed in the courts of the State of Alaska with venue in the (First Judicial District at Juneau, First Judicial District at Ketchikan, Second Judicial District at \_\_\_\_\_, Third Judicial District at Anchorage, Third Judicial District at Palmer, Forth Judicial District at Fairbanks), Alaska. This agreement shall be interpreted under the laws of the State of Alaska.



**A-21 Sovereign Immunity Signature Sheet  
(Page 1 of 2)**

**(Agreement/Permit) No.** \_\_\_\_\_

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

The parties hereto have executed this **(agreement/permit)** as of the date it is signed by the State.

NATIVE VILLAGE OF \_\_\_\_\_  
IRA COUNCIL

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title: \_\_\_\_\_

NATIVE VILLAGE OF \_\_\_\_\_  
IRA CORPORATION

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ALASKA        )  
                                  )ss  
3RD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing **(agreement/permit)** was signed and acknowledged before me by \_\_\_\_\_ (name), that \_\_\_\_\_ (title) of the NATIVE VILLAGE OF \_\_\_\_\_ COUNCIL, and swore under oath or affirmation that:

(1) he/she is acting on behalf of the Council and under the constitutional authority of the Native Village of \_\_\_\_\_, (2) he/she has the authority to sign for and bind the Village Council, the Village and all Council and Village officials, employees and successors to the commitments and conditions of this **(agreement/permit)**, including, but not limited to the waiver of sovereign immunity included in the special provisions of this permit, and (3) the Village Council and the Village fully complied with all current procedures and requirements necessary to validly authorize his/her signature on this **(agreement/permit)** and to waive the Village's sovereign immunity whether these procedures or requirements are contained in the most recent versions of the Village Constitution, constitutional bylaws, rules adopted under the constitution, the Record of Organization of the Native Village of \_\_\_\_\_ Village, or Village Council ordinances, or any other rules of the Village or the Village Council.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ALASKA        )  
                                  )ss  
3RD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing **(agreement/permit)** was signed and acknowledged before me by \_\_\_\_\_ (name), that \_\_\_\_\_ (title) of the NATIVE VILLAGE OF \_\_\_\_\_ ALASKA, a federally chartered IRA Corporation, and swore, under oath or affirmation that:

(1) he/she is acting on behalf of the Corporation and under the authority of the "Corporate Charter of the Native Village of \_\_\_\_\_ Alaska," (2) he/she has the authority to sign for and bind the Corporation, its officials, employees and successors to the commitments and conditions of this **(agreement/permit)**, including, but not limited to the waiver of sovereign immunity included in the special provisions of this **(agreement/permit)**, and (3) the Corporation, prior to signing this **(agreement/permit)**, fully complied with all current procedures and requirements necessary to validly authorize his/her signature on this **(agreement/permit)** and to waive the Corporation's sovereign immunity whether those procedures or requirements are contained in the most recent versions of the Corporation's charter, Corporate bylaws, rules or policies adopted by the Corporation, or any other rules or requirements of the Corporation or the Village Council of the Native Village of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

**A-21 Sovereign Immunity Signature Sheet  
(Page 2 of 2)**

25D-263 (5/86)

Agreement / Permit No. \_\_\_\_\_

Page \_\_ of \_\_

The State of Alaska, acting by and through its Department of Transportation and Public Facilities has caused this Utility **(Agreement/Permit)** to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\*\*\*\*\*  
STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
  
CENTRAL REGION

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

Title: Utilities Engineer

\*\*\*\*\*  
ACKNOWLEDGEMENT OF DEPARTMENT

STATE OF ALASKA        )  
3RD JUDICIAL DISTRICT)ss

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared

\_\_\_\_\_

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

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

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

\_\_\_\_\_

A Notary Public



## A-22 Special Provision Worksheet

### Special Provision Worksheet

MAJOR \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_  
 MINOR \_\_\_\_\_ AMENDS \_\_\_\_\_

ROUTE \_\_\_\_\_ WO# \_\_\_\_\_

FACILITY: \_\_\_\_\_ COMPANY: \_\_\_\_\_

LOCATION: \_\_\_\_\_ M.P. \_\_\_\_\_

Special Provisions	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10
G AND A	1.11	1.12	1.13	1.14						
Bond Requirements	2.1	2.2								
Coordination	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	3.10
Environment	4.1	4.2	4.3	4.4	4.5					
Notifications	5.1	5.2								
Traffic Control	6.1	6.2 (__')	6.3	6.4	6.5	6.6	6.7	6.8	6.9 (__')	6.10
Excavation and Backfill	6.11	6.12	6.13	6.14	6.15	6.16	6.17	6.18	6.19	
Boring and Jacking	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	7.10
Pavement Replacement and Traffic	7.11									
Drainage	8.1	8.2	8.3	8.4						
Right of Way Protection	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	9.10
Right of Way	9.11	9.12	9.13	9.14	9.15	9.16	9.17	9.18	9.19	
Topsoil and Seeding	10.1	10.2	10.3	10.4	10.5	10.6	10.7			
Fiber Optic Cable	11.1	11.2	11.3	11.4	11.5	11.6	11.7	11.8	11.9	11.10
Overhead Facilities	11.11	11.12	11.13	11.14	11.15	11.16	11.17	11.18	11.19	11.20
Limitations of Operation on Airports	11.21									
Warranty	12.1									
Release of Warranty	13.1	13.2	13.3	13.4	13.5	13.6	11.7	11.8	11.9	11.10
Overhead Facilities	13.11									
Release of Warranty	14.1	14.2 (__')	14.3	14.4	14.5	14.6				
Limitations of Operation on Airports	15.1	15.2	15.3	15.4	15.5					
Warranty	16.1	16.2	16.3	16.4	16.5	16.6	16.7	16.8	16.9	
Release of Warranty	17.1	17.2	17.3	17.4	17.5	17.6				
Release of Warranty	18.1	18.2	18.3				ROW:			
Release of Warranty							ADT:	Speed Limit:		
Release of Warranty							Slope:	Clear Zone:		
Release of Warranty							Utility distance from centerline:			

Plan Set- \_\_\_\_\_ Sheet(s) Dated \_\_\_\_/\_\_\_\_/\_\_\_\_

**A-23 Utility Permit Bond Form  
(Page 1 of 2)**

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**UTILITY PERMIT BOND FORM**

Bond No. \_\_\_\_\_

For  
(Name of Route)  
(Utility Permit Number)

---

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) good and lawful money of the United States of America for payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is requesting a Utility Permit from the State of Alaska under the provisions of Alaska Statutes 02, Chapters 15 and 25; Alaska Statutes 19, Chapters 5 and 25; Alaska Statutes 30, Chapter 15; Alaska Statutes 35, Chapter 5; and 17 Alaska Administrative Code 15, authorizing the Principal to construct or install utility facilities with the State of Alaska's right of way, with all work to be performed according to the terms of the Utility Permit;

Now, THEREFORE, the conditions of the foregoing obligation are such that if the Principal shall well and truly perform and complete all work in the State of Alaska's right of way according to the terms of the Utility Permit, and if the Principal shall pay to the State of Alaska on demand all sums that are required to bring the Principal's work into compliance with the terms of the Utility Permit, to pay for damage to or repair of the State of Alaska's highway as a result of or relating to the Principal's work, and to pay all other costs incurred by the State of Alaska as a result of or relating to any of Principal's work that is not performed according to the terms of the Utility Permit, then these presents shall become null and void; otherwise they shall remain in full force and effect.

In no event shall the aggregate liability of the Surety for all breaches of the conditions of the bond and for payment of all claims exceed the amount of the bond.

This bond shall remain in full force and effect until receipt of a written discharge from the State of Alaska to both Principal and Surety, signed by the Regional Permit Officer.

**A-23 Utility Permit Bond Form  
(Page 2 of 2)**

Bond No. \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

---

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Department of Transportation & Public Facilities Authorized Representative

\_\_\_\_\_  
Date

**A-25 Stop Work Order  
(Page 1 of 2)**



**State of Alaska**  
Department of Transportation & Public Facilities  
Design and Engineering Services – Central Region  
Utilities Section  
907-269-0644

# STOP WORK ORDER

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN REGARDS TO:**

Permit No.: \_\_\_\_\_ Location: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to 17 AAC 15.091, the Department may suspend, by means of a stop work order, the construction or maintenance operations of a permittee, or the permittee's contractor, for any of the conditions listed on the back of this page until the conditions are corrected. The Department also may issue a stop work order to any person performing utility-related work without an appropriate permit.

**TAKE NOTICE THAT:**

The permittee or the permittee's contractor shall, effective immediately, suspend work as indicated below:

All operations on the above Permit are to be suspended effective \_\_\_\_\_, 20\_\_ and are to remain under suspension until further directed in writing by a Department Representative.

**OR**

The following portions of the above named Permit are to be discontinued effective on the suspension date stated below and are to remain under suspension until further directed in writing by a Department Representative.

WORK AFFECTED	SUSPENSION DATE
_____	_____
_____	_____
_____	_____

This Stop Work Order is issued for the following reasons:

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

➤ The Permittee shall carry out work to ensure the safety and convenience of the traveling public.

This Stop Work Order is issued on \_\_\_\_\_, 20\_\_

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_  
ADOT Representative Capacity: \_\_\_\_\_

The Permittee's Representative acknowledges receipt of the Stop Work Order on \_\_\_\_\_, 20\_\_

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_  
Permittee Representative Capacity: \_\_\_\_\_

MRC-6 (5/11)



**A-25 Stop Work Order  
(Page 2 of 2)**

**17 AAC 15.091. Violation of utility permit and stop work orders**

(a) The department may revoke or suspend a utility permit, or issue a notice of violation, if

- (1) the facilities were not constructed or installed in accordance with the terms of the utility permit;
- (2) the facilities do not conform to the applicable federal, state, and local standards and requirements;
- (3) the permittee fails to adequately maintain the facility after having been notified to do so in writing by the department;
- (4) the permittee fails to provide safe and adequate detours, barricades, signs, flaggers, or other controls to protect the public as provided in 17 AAC 15.241, or fails to comply with the terms and conditions of any department-approved traffic control plan required under 17 AAC 15.241 or 17 AAC 20.017;
- (5) the permittee fails, after written notice from the department, to take corrective measures to comply with the department's instructions or requests;
- (6) it is in the mutual interest of the department and the utility as provided in 17 AAC 15.451.

(b) The department may suspend, by means of a stop work order, the construction or maintenance operations of a permittee, or the permittee's contractor, for any of the conditions listed in (a) of this section until the conditions are corrected. The department also may issue a stop work order to any person performing utility-related work without an appropriate permit.

**History:** Eff. 5/23/82, Register 82; am 7/15/2009, Register 191

**Authority:**

<u>AS 02.15.020</u>	<u>AS 19.05.040</u>	<u>AS 19.25.220</u>	<u>AS 35.10.210</u>
<u>AS 02.15.102</u>	<u>AS 19.10.240</u>	<u>AS 19.30.121</u>	<u>AS 35.10.230</u>
<u>AS 02.15.106</u>	<u>AS 19.25.010</u>	<u>AS 19.40.065</u>	<u>AS 44.42.020</u>
<u>AS 19.05.020</u>	<u>AS 19.25.200</u>	<u>AS 35.05.020</u>	<u>AS 44.42.030</u>

**A-27 Utility Special Provisions  
(Page 1 of 16)**

**UTILITY PERMIT SPECIAL PROVISIONS**

**THE PERMITTEE PROMISES TO COMPLY WITH THESE SPECIAL PROVISIONS BY SIGNATURE ON THE PERMIT. IT IS THE PERMITTEE'S RESPONSIBILITY TO FAMILIARIZE ITS' EMPLOYEES, AGENTS, AND/OR CONTRACTORS WITH THESE PROVISIONS, AND INSIST ON STRICT COMPLIANCE.**

**These Special Provisions refer to the publication "Alaska Department of Transportation and Public Facilities STANDARD SPECIFICATIONS for Highway Construction" which is available for \$25 from:**

**Alaska Department of Transportation and Public Facilities  
Design and Construction Standards  
3132 Channel Drive  
Juneau, Alaska 99801-7879**

**Or online at: [www.dot.state.ak.us](http://www.dot.state.ak.us), Design and Construction Standards, Standard Specifications, English**

## A-27 Utility Special Provisions (Page 2 of 16)

### SPECIAL PROVISIONS

**THE PERMITTEE PROMISES TO COMPLY WITH THESE SPECIAL PROVISIONS BY SIGNATURE ON THE PERMIT. IT IS THE PERMITTEE'S RESPONSIBILITY TO FAMILIARIZE ITS' EMPLOYEES, AGENTS, AND/OR CONTRACTORS WITH THESE PROVISIONS, AND INSIST ON STRICT COMPLIANCE.**

Insert Special Provisions

#### 1.0 GENERAL AND ADMINISTRATION

- 1.1 Maintain copy of this permit at the work site at all times.
- 1.2 The permit, together with these Special Provisions, shall take precedence over any additional plans, exhibits, attachments, and/or schedules should discrepancies appear.
- 1.3 All contact between the Department and the Permittee's Contractor shall be through a representative of the Permittee. If the Permittee chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the Department. Failure to comply with this provision is grounds for restricting any further work by the Permittee in the Department's ROW.
- 1.4 Rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the Department. If the utility is sold to another utility or merges with another utility, the new utility shall inform the Department in writing within 30 days after the date of transaction.
- 1.5 Submit requests for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method in writing to the Regional Engineer.
- 1.6 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the Permittee obtains an extension of time in writing from the Department.
- 1.7 If the facility authorized by this permit is to be reconstructed or modified substantially, a new permit is required. If the proposed modifications are not substantial, the Permittee need only apply for an amended permit. A utility permit application is required for all new service connections.
- 1.8 Furnish the Department with a set of as built plans within thirty (30) days from the completion of the work covered by this Permit.
- 1.9 Furnish the Department with a set of as built plans within sixty (60) days from the completion of the work covered by this Permit.
- 1.10 Provide design locates, at no cost to the Department, upon request. If a utility locate service is not available, reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of the underground Facility. Where utilities are attached to a bridge, attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility.
- 1.11 Furnish the Department's Airport Engineer with three sets of as built drawings within thirty (30) days of completion of the work covered by this Permit.
- 1.12 The Regional Utilities Engineer may assign an inspector or inspectors in order to ensure compliance with the provisions of this utility permit. The inspector has the authority to suspend all work in the event of noncompliance.
- 1.13 Reimburse the Department for actual costs of inspections during construction of the Facility. Inspection activities will include on-site review of traffic control, highway crossings, and restoration of the ROW. Inspection may also include any testing required to verify conformance to the Department's standards, and responding to questions and/or complaints from the public or agencies. Actual direct and indirect charges

**A-27 Utility Special Provisions  
(Page 3 of 16)**

shall provide the basis for billings, which include wages, benefits, per diem, travel and vehicle expenses, and lodging.

- 1.14 This permit is granted on the assumption that there is a valid section line easement. It is the responsibility of the Permittee to determine the validity of the section line easement.
- 1.15 The Permittee, on behalf of itself and its Contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense, the Department, its Contractors, officers, officials, employees, and agents from any and all fines, costs, claims, damages, liquidated damages, judgments, or civil penalties assessed by the Department of Environmental Conservation pursuant to AS 46.03.760(E), arising wholly or in part from any action taken by the Permittee in relation to the Permittee's Facilities on Department rights-of-way or other permitted locations. This indemnification provision is in addition to and shall be construed as consistent with General Provision M.
- 1.16 Routine maintenance shall be performed on the utility facility on a continuing basis. Routine maintenance may be performed without prior notification of the department however closure of a highway, pedestrian facility, pathway, sidewalk or creating a detour to perform routine maintenance must be specifically authorized by permit. Apply for an annual lane closure permit to cover routine maintenance operations. Prior authorization must be obtained from the department before performing any maintenance that requires excavation, plowing, jacking, or boring within the ROW.
- 1.17 Emergency maintenance may be performed without prior notice to the department as long as appropriate traffic control is established and maintained. If the project requires major reconstruction and or placement of traffic control devices for an extended period a lane closure permit is required. If the road surface is affected by the emergency maintenance, contact the local maintenance foreman as soon as possible and place pavement break warning signs in advance of the site until such time as the pavement has been repaired.
- 1.18 Maintenance and adjustment of manhole frames, valve boxes, junction boxes, or other structures located in the pavement or sidewalk is the responsibility of the Permittee.

**2.0 BOND REQUIREMENTS**

- 2.1 Deposit with the Department a certified cash bond, in the amount of \$Bond Amount, to ensure completion of the facility under this permit. The Permittee or the Permittee's Contractor may post the bond. Completion of the facility includes the restoration of surfacing, slopes, slope treatment, topsoil, landscape treatment, drainage facilities, pathways, and ROW cleanup. The cash bond will remain in force for a period ending not more than two (2) years after the date of completion.
- 2.1a Provide to the department a surety bond in the amount of \$Bond Amount, written by a surety company authorized to do business in Alaska, prior to start of construction. The surety bond will ensure completion of the facility under this permit, including the restoration of all surfacing, slopes, slope treatment, topsoil, landscape treatment, drainage facilities, pathways, and ROW cleanup. The surety bond will remain in force until receipt of written discharge from the Department.

**3.0 COORDINATION**

- 3.1 Notify the Department's Regional Utility Permit Officer ten (10) days prior to beginning work on the Facility:

<p><b>Central Region</b> (907)269-0629 (907)269-0654 (fax)</p>	<p><b>Northern Region</b> (907)451-5407 1-800-475-2464 (907)451-5411 (fax)</p>	<p><b>Southeast Region</b> (907) 465-4544 (907) 465-____4414 (fax)</p>
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- 3.3 Begin work on the Facility under this permit on Date, and complete construction of the Facility by Date.

## A-27 Utility Special Provisions (Page 4 of 16)

- 3.4 Construct the underground portion of the facility between May 1, Year and October 1, Year. The Permittee may complete the overhead portion of the Facility during the winter months.
- 3.5 Coordinate all work on the Facility with the Department's District Maintenance Superintendent, **Maintenance Superintendent Name**, phone number.
- 3.6 Coordinate all work on the Facility with the Department's Maintenance Foreman, **Maintenance Foreman Name**, phone number, **Phone Number**.
- 3.7 Coordinate all work on the facility with the Department's Project Engineer for **Project Name**, **Project Engineer Name**, phone number **Phone Number**.
- 3.8 Coordinate all work on the Facility with the Department's Airport Manager, **Airport Manager Name**, phone number, **Phone Number**.
- 3.9 Coordinate all work on the Facility with the Department's Ted Stevens Anchorage International Airport Chief Engineer, Mike Lee, phone number (907) 266-2731.
- 3.10 Notify **Borough Name** Borough, Public Works Department, before open cutting any side street or approach.
- 3.11 Obtain and submit to the Department a written Letter of Non-Objection from the Department's Contractor, **Contractor Name**, for the **Project Name** project, and shall adhere to any scheduling requirements or stipulations it may contain.
- 3.12 Coordinate work in the Facility with other projects, both public and private, that may occur within the project limits covered by this permit. The Permittee agrees not to interfere or hinder the work being performed by other contractors.
- 3.13 Coordinate and obtain the necessary temporary driveway permits for access to travel way from haul routes or staging areas where existing access does not exist. Contact the Department's Right-Of-Way Section at (907) 269-0677 for the driveway permit application.
- 4.0 **ENVIRONMENTAL**
- 4.1 If the Permittee, its Contractor, or Agent discovers environmental contamination in the ROW while constructing the Facility, they shall immediately stop work and notify the Department's Regional Utility Engineer.
- 4.2 If the Permittee, its Contractor, or Agent discovers environmental contamination in the ROW while constructing the Facility, they shall immediately stop work and notify the Anchorage International Airport's Environmental Section, at (907) 266-2519.
- 4.3 The Permittee is not responsible for the cost of investigation, cleanup, or disposal of any contaminated soils it discovers during work on the Facility within the Department's ROW, **unless**:
  - a. The Permittee, its Contractor, or Agent fails to immediately notify the Department of the contamination, or;
  - b. The contamination is attributed to the Permittee's Facility, or actions of the Permittee, its Contractors, or Agents.
- 4.4 If the Permittee, its Contractor, or Agent discovers cultural, historic, or archeological resource while constructing the Facility, they shall stop work immediately and contact the State Historic Preservation Office at (907) 269-8721.
- 4.5 The Permittee shall not hold the Department responsible for any delay, redesign, rerouting, or additional cost due to encountering environmental contamination, or cultural, historic, or archeological resources.

**A-27 Utility Special Provisions  
(Page 5 of 16)**

**5.0 NOTIFICATIONS**

- 5.1 Notify businesses and residents that front the project of scheduled road and driveway closures of any work that may affect them. Property owners shall receive the notices a minimum of one (1) week prior to commencement of the work. Notices shall include a contact name and number of a representative of the Permittee.
- 5.2 Submit weekly public information notices that identify road closures, restrictions to traffic, and detours. Coordinate this effort with the State DOT/PF Navigator Information Program.

**6.0 TRAFFIC CONTROL**

- 6.1 Apply for a Lane Closure Permit (LCP) from the Department a minimum of ten (10) days before beginning construction. The application for LCP shall include a Traffic Control Plan, detailing the traffic control devices required and their placement.

To submit an on-line application:

[www.dot.state.ak.us/permits](http://www.dot.state.ak.us/permits)

To submit an application in person contact:

<u>Central Region</u> (Anchorage Area)	<u>Northern Region</u> (Fairbanks Area)	<u>Southeast Region</u> (Juneau Area)
(907) 269-0700 1-800-770-5263 (907) 269-0828 (fax)	(907) 451- 5407 1-800-475-2464 (907) 451-5411 (fax)	(907) 465-4414

- 6.2 Apply for a Lane Closure Permit (LCP) from the Department for work within Number of Feet (#') of the traveled way.
- 6.2 The Permittee is fully responsible for the costs of all traffic control, including, but not limited to, permit fees, traffic control plan designs, traffic control devices, flagging operations, detours, and/or pilot car operation.
- 6.3 Provide traffic control devices, conforming to the latest addition of the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and Alaska Traffic Manual Supplement while constructing the Facility, or thereafter performing routine maintenance.
- 6.4 All traffic control devices required by Lane Closure Permit, including signs, barricade, and flagmen, shall be in place prior to beginning work within the ROW.
- 6.5 All traffic control shall be designed installed and maintained under the direct supervision of an approved Traffic Control Supervisor certified by either the International Municipal Signal Association (IMSA) or The American Traffic Safety Services Association (ATSSA). Supply the name of this individual along with written verification of his/her credentials as well as a 24-hour telephone number where he/she can be reached. Contact information shall be provided to the local State Troopers or Police Department and the Department of Transportation Maintenance.
- 6.6 Flagmen, if used, must be certified by either the International Municipal Signal Association (IMSA) or The American Traffic Safety Services Association (ATSSA). Documentation of certification shall be provided if requested.
- 6.7 Double Fines signs should be posted in accordance with Part VI of the Alaska Traffic Manual Supplement. Double fines signs are not required for low speed, low volume roads or for work zones lasting 48 hours or less.

## A-27 Utility Special Provisions (Page 6 of 16)

- a. Double Fines signs shall be removed or covered when the work activity ceases for more than two (2) days.
  - b. The speed limit shown on work zone speed limit signs shall be the posted speed limit before construction or a reduced limit, if a work zone speed limit order has been approved by the department.
- 6.6 Remove or cover all temporary traffic control devices as soon as practical when they are no longer needed or when work on the Facility is suspended for short periods of time.
- 6.7 Construction and maintenance activities on the Facility shall not affect the normal vehicular or pedestrian traffic, or other normal use patterns, without an approved Lane Closure Permit.
- 6.8 Do not park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by Lane Closure Permit.
- 6.9 Do not store equipment or materials within Number of Feet (#') of the edge of travel way when not in use, or when work on the Facility is not in progress.
- 6.10 Maintain two-way traffic at all times.
- 6.11 Maintain one-way traffic at all times unless a closure is approved by the Regional Utilities Engineer.
- 6.12 Maintain reduced speed and two-way traffic on non-detoured roadways between the peak traffic hours of 7:30 a.m. to 9:00 a.m. and from 4:30 p.m. to 5:30 p.m. (SE)
- 6.13 The construction site on non-detoured roadways shall be restored to a condition that allows two-way traffic to flow in conformance with the normal traffic patterns in that area at the close of business each day, unless otherwise approved by the Regional Utilities Engineer.
- 6.14 Maintain a proper detour for the pathways, and be responsible for all liability caused by the Detour.
- 6.15 Provide and maintain safe routes and ADA access for pedestrians and bicyclists through or around traffic control zones at all times.
- 6.16 Provide for the duration of construction adequate signing, barricades, and traffic control devices for the pathways.
- 6.17 Construct the Facility on a weeknight, Monday through Thursday, between 7:00 p.m. and 6:00 a.m.
- 6.18 Construct the Facility on a weekend between Friday at 7:00 p.m. and Monday at 6:00 a.m.
- 6.19 Provide and maintain safe routes for pedestrians and bicyclists through or around traffic control zones at all times.
- 6.20 Stop equipment and vehicles at all points of intersection with the traveling public unless an approved Traffic Control Plan shows otherwise.
- 6.21 All illumination and signalization shall remain operational during the construction of the Facility.
- 6.22 Highway signs that are in conflict with construction shall be relocated on a temporary basis and reinstalled at the end of each workweek. Replace signs that are damaged during construction at no cost to the department.
- 7.0 EXCAVATION AND BACKFILL**
- 7.1 Backfill and compact all trenches within road prisms and pathways in 6-inch lifts or as accepted by the Department of Transportation inspector. 6-inch lifts are required if no inspector is present. The backfill

## A-27 Utility Special Provisions (Page 7 of 16)

shall be of suitable non-frost susceptible, non-organic material (0-6% passing No. 200 sieve). Remove all non-acceptable excavated material from the State ROW

- 7.1a Use selected material, Type A, as specified in Subsection 703-2.07 of the Alaska DOT&PF Standard Specifications dated 2004, passing the 3-inch sieve, for bedding material and backfill material to 12 inches above the pipe.
- 7.1b Use selected material Type C, as specified in Subsection 703-2.07 of the Alaska DOT&PF Standard Specifications dated 2004, for backfill. Type C is described as earth, sand gravel, rock, or a combination thereof containing no muck, peat, frozen material, roots, sod, or other deleterious matter and is compatible.
- 7.1c Excavated native material may be used for backfill if it meets the requirements of Selected Material Type C.
- 7.2 The road prism is defined to include the finished roadway surface and underlying structural layers out to, and including, any unpaved shoulders, curbs, and attached pathways.  
  
Backfill the vertical extent of the roadway prism with structural backfill to a limit defined by extending a one and one-half horizontal to one vertical (1 1/2:1) slope from the roadway prism limit (shoulder of the road or back of path as applicable) down to where the slope intercepts the bottom of the excavation.  
  
Backfill the remaining trench outside the prism with materials meeting the requirements of selected material, Type C, as defined by the latest edition of the Standard Specifications for Highway Construction.
- 7.3 Compact all trenches within or crossing road prisms and pathways at a minimum of 95% of the optimum density. All compaction tests shall be at the Permittee's expense. The Department's inspector shall determine the testing frequency. A copy of each test will be submitted to the Department.
- 7.4 Ponding or jetting is not permitted during backfill operations.
- 7.5 Backfill all trenches, bore pits, and other excavations located outside road and pathway prisms with clean, non-organic, and compactable material meeting the requirements of Select Material, Type C, as defined in the Department's Standard Specifications for Highway Construction. Existing material is acceptable as backfill provided it meets the requirements of Select Material, Type C.  
  
Remove material not suitable for use as backfill from the site, as determined by the Department. Replace unsuitable backfill material with imported material meeting the requirements of Select Material, Type C.  
  
Compact backfill to existing undisturbed soil densities or better, and graded to blend with the existing ground surface. All costs associated with removal of unusable material and placement of import material is the responsibility of the Permittee.
- 7.6 Place the underground facility a minimum of 48 inches below the surface when in the State's road prism.
- 7.7 Place the underground facility a minimum of 48 inches below the bottom of the ditch, when in the ditch prism.
- 7.8 Place the underground facility a minimum of 48 inches below the surface when under an airport runway or taxiway, measured from the surface of the pavement to the top of the cable, conduit, pipeline, or encasement.
- 7.9 Place the facility a minimum of 36 inches below original ground when 10 feet outside the slope limits.
- 7.10 Regrade and recompact any disruption made when plowing/trenching facility across an unpaved road.
- 7.11 Provide lateral trench and bore pit support as necessary.
- 7.12 Place buried caution tape one foot directly above the Facility being installed.



## A-27 Utility Special Provisions (Page 8 of 16)

- 7.13 Excavation is not authorized by this Permit.
- 8.0 BORING AND JACKING**
- 8.1 Bore or jack the road crossing.
- 8.2 The Permittee shall, in the event of a failed bore path, immediately fill all voids by injecting an excavatable flowable fill (sand slurry).
- 8.3 Do not attempt recovery of any drill head, auger, or drill stems that require excavating into paved road or pathway surfaces, without prior approval from the Department.
- 8.4 Place the bore pits outside the ROW.
- 9.0 PAVEMENT REPLACEMENT AND TRAFFIC MARKINGS**
- 9.1 Replace the road surface as follows: 6 inches of crushed aggregate base course (grading D-1) and 6 inches in 2-3 inch lifts of Type II hot asphalt with tack coat applied between the lifts.
- 9.2 Replace all paving and base and subbase removed in kind and to the densities existing. As a minimum the section will be constructed using 6 inches of crushed aggregate base course (Grading D-1) and 4 inches of Type II Hot Asphalt, Grade A.
- 9.3 Replace all asphalt concrete pavement, base course, and subbase removed in kind and to the densities existing. As a minimum, 6 inches of crushed aggregate base course (Grading-D-1) and 3 inches of Type II Asphalt Concrete (See Alaska DOT&PF Standard Specifications for Highway Construction).
- 9.4 Replace the road surface in accordance with the attached typical section drawing on page #.
- 9.5 Cut the pavement with a pavement saw, cutting wheel, or other approved tool before excavation begins. Prior to paving, edges will be re-cut edges prior to paving if requested by the inspector for the Department of Transportation.
- 9.6 Tack the edges of the pavement cut with tack coating before placing the asphalt patch.
- 9.7 Pavement cuts may be authorized from May 1st to September 30th and will only be permitted on an emergency basis from October 1st through April 30th unless the Regional Utilities Engineer approves a request for exception. Planned pavement cuts must be repaired by September 30th. No more than 2,500 feet of pavement by project stationing can be disturbed without final repair.
- 9.8 Maintain all roadways to the proper crowned surface, be kept smooth and passable. Pedestrian and bicycle facilities affected by the pavement removal shall be maintained smooth and passable at all time.
- 9.9 If the edge of the pavement is damaged during this construction replace the pavement to the centerline of the roadway at least 10 feet each side of the damaged area. If the damage is intermittent and less than 50 feet between damaged areas, make the repair continuous to cover the damage.
- 9.10 Permanently repair all asphalt cuts with hot asphalt. Asphalt concrete pavement shall be Type II, Class B, installed in conformance with Section 401 of the Alaska DOT&PF Standard Specifications dated 2004. Submit the proposed job mix design for review and approval by the department.
- a. For service crossings, pre-saw the area to be excavated. After completion of the utility installation, saw back the existing pavement a minimum of 1-1/2' over undisturbed earth on each side of the trench. Install 6" of asphalt hot mix which shall be spread and compacted in layers. The top layer shall not exceed a 2" compacted depth. Paint the entire area of all top-lift longitudinal joints with a 1/8" thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Crafcro Pavement Joint Adhesive No. 34524, or an approved equal.

## A-27 Utility Special Provisions (Page 9 of 16)

The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

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

If the contract quantity is less than 1,500 tons, the asphalt concrete pavement will be accepted based upon the engineers approval of the job mix design and the placement and compaction of the asphalt concrete to the specified depth and finished surface requirements and tolerances. The engineer's approval of the job mix design does not relieve the Permittee or their Contractor from the responsibility to produce the approved mix and is subject to field verification testing for oil content, density and gradation. The gradation, density, and asphalt content shall be determined in accordance with section 410-4.02. If a calibrated nuclear content gauge is not available, asphalt content of the mix may be determined by extraction in accordance with AASHTO T-164. A minimum of two tests shall be taken for each approved mix design or as designated by the engineer.

- 9.11 A Polymer modified cold mix asphalt or concrete patch may be used as a temporary patch subject to written approval of the Regional Utilities Engineer. Replace the temporary patch as soon as hot asphalt is available.
  - a. Temporary repairs made with polymer-modified cold asphalt
    - 1. For crossings, saw back existing pavement a minimum of 1' over undisturbed earth on each side of the trench. Paint edges with STE-1 tack coat and install 4" of polymer-modified cold asphalt. Repair damage to the pavement surface at locations other than crossings by replacement of asphalt to the seam nearest centerline of the roadway with 4" of polymer-modified cold asphalt. Saw cut all edges and paint with STE-1 tack coat.
    - 2. The polymer-modified cold asphalt shall be spread and compacted in 2" lifts; each compacted to a minimum of 94% of maximum density. Asphalt patch density shall be field-controlled utilizing a calibrated nuclear densometer at two locations per patch. Field testing results shall be certified by a registered engineer and forwarded to DOT&PF.
    - 3. Temporary concrete patches shall be a minimum of 6" thick with 6" x 6", 6 gage wire mesh or suitable reinforcing steel installed 3" below the finished grade. Concrete shall be Class A, six sack mix, with a slump range of 2"-4".
- 9.12 A temporary patch using concrete is allowed but must be replaced with asphalt concrete as soon as available. The Permittee shall maintain road repairs to the Department's satisfaction for two years after the date of final repairs.
- 9.13 The Permittee shall conduct a final grade inspection of that portion of the facility under the road crossing before re-paving.
- 9.14 The Permittee shall thoroughly and uniformly compact the asphalt concrete mixture to a density of 95% of the maximum specific gravity (MSG).
- 9.15 Asphalt concrete mixture that becomes contaminated with foreign material, is segregated, or is in any way determined to be defective will be removed and replaced at the Permittee's expense. Remove defective materials for the full thickness of the course.

## A-27 Utility Special Provisions (Page 10 of 16)

- 9.16 The finished pavement surface will be tested after final rolling at selected locations using a 16-foot straightedge. Variations of more than 3/16 inch from the testing edge between any two contacts will be corrected.
- 9.17 Pave the entire traffic lane if disturbed.
- 9.18 Pave at least half of the roadway, if less than half of the roadway is disturbed.
- 9.19 Pave the entire roadway for a minimum distance of 100 feet straddling the disturbance, if more than half of the roadway is disturbed.
- 9.20 Schedule paving to be laid within 4-hours of completion of underground installation at the crossing.
- 9.21 Schedule paving to be laid within 8-hours of completion of underground installation at the crossing.
- 9.22 Schedule paving to be laid within 12-hours of completion of underground installation at crossing.
- 9.23 Schedule paving to be laid within 1 day of completion of underground installation at crossing.
- 9.24 Pavement will not be affected by the work covered under this Permit.
- 9.25 Replace all damaged traffic markings in kind.
- 9.26 Maintain all roadways, pedestrian and bicycle facilities affected by the pavement removal in a smooth and passable condition at all times.
- 10.0 DRAINAGE**
- 10.1 Assure that all water entering the Department's storm drain facility meets the minimum criteria for water quality standards as set forth in the Alaska Administrative Code (18 AAC 70.010-.110).
- 10.2 Maintain existing drainage patterns during construction of the Facility and restoration of the ROW unless otherwise agreed to by the Department.
- 10.3 Maintain all erosion control prior to slopes becoming stabilized.
- 10.4 Install and Maintain BMPs required by the NDPES permit throughout the duration of the project.
- 10.5 Notify the Department of Transportation of drainage problems caused by the work under this Permit and will remedy the problem as directed by the Department.
- 10.6 Replace all culverts damaged by work under this Permit with a C.M.P. of the same size, or 18-inch, whichever is greater. Culverts that are found undersized or damaged shall be cleaned of debris or replaced at the Permittee's expense.
- 10.7 The Permittee shall be responsible for cleaning, thawing, and general maintenance of the drainage system, from the existing (manhole)(catch basin)(curb inlet) within the ROW to the new (manhole)(catch basin) on the Permittee's property.
- 10.8 Provide an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) trained person, with the authority to direct activities required by the SWPPP, APDES permit or other permit conditions, during all construction and maintenance activities authorized by this permit that involve ground disturbing activities. Provide proof of current AK-CESCL certification upon request.
- 11.0 RIGHT-OF-WAY PROTECTION, MAINTENANCE, AND RESTORATION**
- 11.1 Cleanup within one day behind installation of the facility. Do not trench or plow more than can be cleaned up the following day.

## A-27 Utility Special Provisions (Page 11 of 16)

- 11.2 Restore the work area to its original cross section by the end of the workweek. Close trenches at the end of each workday whenever possible. No more than 20 feet of trench excavation shall remain open at the end of the workday. Barricade open trenches to prevent accidental entry.
- 11.3 Immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.
- 11.4 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. If approved, planking or rubber tires shall be utilized between the vehicle tracks and the pavement. The Permittee shall repair damage to the pavement as a result equipment operation as directed by the department.
- 11.5 The Permittee or his Contractor will be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a neat and clean condition, satisfactory to the Maintenance Section of the Department of Transportation.
- 11.6 Clear and grub prior to starting excavation.
  - a. Keep clearing performed within the ROW to the minimum necessary for construction and maintenance of the utility. Cut stumps flush with the ground.
  - b. Vegetation and debris removed by clearing and grubbing will be disposed of by burning, chipping, or other approved methods. Comply with applicable laws and local ordinances regarding burning. Chipping shall be done in a manner that precludes the debris from blocking roadway ditches or drainage structures.(SE)
- 11.7 Dispose of trees, brush or other natural growth by mechanical chipping (6" x 4" x 1" maximum resultant size) or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the Department's ROW. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way. Cut trees and brush to a height of not more than 6 inches above the surrounding ground.
- 11.8 The Permittee shall not blade a berm pile when plowing through tundra and small brush. If a berm pile is made during the plowing operation the Permittee shall dispose of the debris by loading and hauling away.
- 11.9 Dispose of all existing stump rows and/or berm piles if disturbed during the plowing operation. The Permittee shall dispose of the debris by loading and hauling away.
- 11.10a Guardrail that is removed or damaged during construction shall be replaced in accordance with Section 606 AKDOT&PF Standard Specifications, and Standard Details G-04.07W, G-04.06S, G-00.01, G-10.01.
- 11.10b Guardrail that is removed or damaged during construction will be replaced in accordance with Section 606 AKDOT&PF Standard Specifications. Guardrail terminal ends that are removed or damaged during construction will be replaced with extruder terminals (ET-2000) in accordance with Sections 606 and 710 AKDOT&PF Standard Specifications. (SE)
- 11.11 Any Survey monument or monument accessory that will be disturbed or destroyed during construction of the Facility shall be referenced prior to beginning work, and restored or replaced by a Registered Land Surveyor licensed in accordance with AS 34.65.040. All monument records shall be reviewed by the Department prior to filing with the District Recorder.
- 11.12 Highway signs that are in conflict with construction shall be relocated on a temporary basis and reinstalled at the original location as soon as possible. Signs that are damaged during construction shall be replaced in kind to the Department's standards, and at no cost to the Department.
- 11.13 Replace all driveways/street intersections in kind.
- 11.14 Replace all curbs and gutters to an existing undisturbed joint.

## A-27 Utility Special Provisions (Page 12 of 16)

- 11.15 Remove all overhead lines abandoned as the result of this Permit.
  - 11.16 Provide street sweeping to keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material. Use a street sweeper that can collect materials rather than eject them on the shoulder of the road.
  - 11.17 Provide power brooming to keep free of all loose material all paved portions of the roadway and haul routes open to the public, including sections of the roadway off the project where your operations have deposited loose material. Use a power broom that can eject material to the shoulder of the road.
  - 11.18 Furnish, haul, and place water for dust control and pavement flushing as directed by the Department. Use water trucks that can provide a high-pressure water stream to flush the pavement and a light-water spray to control dust. If the flushing operations contaminate or fill adjacent catch basins, clean and restore them to their original condition. Pavement flushing and dust control is required in sections off the project where flushing is required.
  - 11.19 Upon completion of the work within the State ROW or State property, remove all equipment, dispose of all waste material, and leave the premises in a neat and clean condition satisfactory to the Department of Transportation.
  - 11.20 Obtain locates for any existing traffic signals, traffic interconnect cables, street light facilities, or FAA cables prior to construction. Damages shall be repaired and restored to working order within eight hours at the Permittee's expense. Any splice must be located within a Type II Junction Box or as directed by the Department.
  - 11.21 Obtain locates for the Department's electrical facilities located within Ted Stevens Anchorage International Airport boundary by contacting the TSAIA Field Maintenance Electrician at 266-2423 between the hours of 7:30-8:00 a.m. and 3:00-3:30 pm.
  - 11.22 Maintain all roadways, pedestrian and bicycle facilities affected by the pavement removal in a smooth and passable condition at all times.
  - 11.23 The Department shall not be held responsible for any damages resulting from routine ditch grading or general maintenance activities including sign post installations.
  - 11.24 Remove existing mailboxes and newspaper delivery tubes that conflict with construction and reset them temporarily. After construction has been completed reinstall in accordance with AKDOT&PF Standard Drawing M-20 and M-23.
- 12.0 RIGHT-OF-WAY**
- 12.1 The Facility is located along or crossing the Department's controlled-access ROW. Access to the site for construction and/or future maintenance of the Facility from within the controlled-access limits, or from an entrance or exit ramp, is prohibited.
- 13.0 TOPSOIL AND SEEDING**
- 13.1 Replace and restore all vegetation disturbed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. The Permittee shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is established.
  - 13.2 Fill slopes, ditches, and backslopes shall be returned to their original or better condition at the end of the workweek unless otherwise directed by the Regional Utilities Engineer. Reseeding of backslopes will be in accordance with Section 618 AKDOT&PF Standard Specifications dated 2004.
  - 13.3 Replace any topsoil lost as a result of construction under this permit.

## A-27 Utility Special Provisions (Page 13 of 16)

- 13.4 Re-seed all areas within the Department's ROW disturbed by work under this permit.
- 13.5 Re-grade all disturbed areas to blend with the existing ground surface and re-seed after completing backfill of pipe.
- 13.6 If re-seeding is not complete by August 15th, then re-shaping of all disturbed areas shall be completed by July 1st of the following year. The Permittee is responsible for all erosion control measures and cleaning of ditches and culverts.
- 13.7 Hydroseed the disturbed areas with the project seed mix for the Project Name project, attached.
- 13.8 Re-seed as per the Revegetative Guide for Alaska printed by the Extension Service.
- 13.9 Hydroseed the disturbed area with the following seed mix: Bering Hairgrass (Norcoast) 40%, Red Fescue (Arctared) 30%, Wheatgrass (Agropyron Macrourum) 10%, and Annual Ryegrass (Lolium) 10%.
- 13.10 Hydroseed the disturbed area with the following seed mix: Bering Hairgrass (Norcoast) 40%, Kentucky Bluegrass (Nugget) 30%, Red Fescue (Arctared) 20%, and Annual Ryegrass (Lolium) 10%.
- 13.11 Hydroseed the disturbed area with the following seed mix: Bering Hairgrass (Norcoast) 40%, Kentucky Bluegrass (Nugget) 30%, and Red Fescue (Arctated) 30%.
- 13.12 Hydroseed the disturbed area with the following seed mix: Bering Hairgrass (Norcoast) 60%, Red Fescue (Arctared) 30%, and Annual Ryegrass 10%.
- 14.0 FIBER-OPTIC CABLE**
- 14.1 (Road Crossings) The Permittee's fiber-optic design shall allow for potential adjustment of the facility in the event of the Department's future transportation improvement projects, and in no case shall relocation extend beyond the perpendicular distance between ROW.
- 14.2 (Longitudinal) In the event of conflicts between the facility and the Department's future transportation improvements, fiber-optic splices are available at new or existing vault/hand-hole locations spaced a maximum distance of # feet (#')
- 14.3 In the event relocation of the facility is ordered by the Department:
- a. The Department is not responsible for, will not guarantee, and will not participate in, the re-establishment of diversity routing.
  - b. The Department will, in its discretion, exercise its authority under 17AAC 15.081 to require joint use trench or pole line attachment.
  - c. The additional costs associated with the Permittee's need to provide diverse routing shall be borne solely by the Permittee.
- 14.4 The Permittee agrees that in the event of conflicts between the facility and the Department's future transportation improvements, the facility is capable of being re-routed or shut down (with no other accommodation) with a maximum of two weeks' notice to accomplish the required adjustment or relocation.
- 14.5 Agreements between Permittees, or between Permittees and third parties, regarding the use of state ROW to which the department is not a signatory, are not binding on the department. (17AAC 15.011)
- 15.0 OVERHEAD FACILITIES**
- 15.1 New and relocated aerial facilities shall maintain a minimum vertical clearance of twenty feet (20') in all locations within the ROW. (17 AAC 15.201)

## A-27 Utility Special Provisions (Page 14 of 16)

- 15.2 Install guy guards on all down guys installed within the ROW.
- 15.3 Remove all overhead facilities abandoned as the result of this Permit.
- 15.4 Guy/Anchor attachment shall not be located within clear zone # of feet (#').
- 16.0 LIMITATION OF OPERATIONS ON AIRPORTS**
- 16.1 All existing runways will remain open and operational during the period of construction. It shall be the responsibility of the Permittee to establish and maintain communication with the Air Traffic Control Tower or Flight Service Station as appropriate and to comply with their requests concerning the movements of construction equipment, men, and materials in the vicinity of the existing runways. The Permittee shall Furnish a liaison radio operator and radio with each work party located within 100 feet of a runway centerline.
- 16.2 Vehicles, equipment, and materials shall never be parked or left standing on existing runways. All vehicles operating on airport surfaces shall be provided with a functional rotating amber light. All obstructions except stakes or hazard markers shall be removed during non-working hours.
- 16.3 Remove construction equipment from and otherwise clear the runway shoulders for operations of regularly schedule airline flights. Cooperate with the Airport Manager and the Flight Service Section to remain continuously informed regarding flight schedule times.
- 16.4 Control operations so as to provide for the free and unobstructed movement of aircraft in the Air operations areas of the airport.
- 16.5 When the work requires the Permittee to conduct his operations within an air operations area of the airport, work shall be coordinated with airport management (through the engineer) at least 48-hours prior to commencement of such work. The Permittee shall not close an air operations area until so authorized by the engineer and until the necessary temporary markings and associated lighting is in place as provided in the subsection titled Traffic Control.
- 16.6 Discontinue the use of a machine or device, which interferes with any government, operated transmitter, receiver, or navigational aid until the cause of the interference is eliminated.
- 16.7 Comply with the attached Building/Construction Permit Standard Conditions for Ted Stevens Anchorage International Airport.
- 16.8 The Department will not be responsible for any delays, redesign, rerouting, or additional costs in the permitted project due to encountering contamination.
- 16.9 Provide a copy of the As-built survey to Mike Lee, Chief Engineer, Ted Stevens Anchorage International Airport, P.O. Box 196960, Anchorage, Alaska 99519-6960.
- 17.0 WARRANTY**
- 17.1 Warrant and Warranty, for the purposes of this Permit, shall mean the Department's concurrence block authority on any warranty release issued by the Permittee. The Department's signatory authority is Ken M. Morton, P.E., Utilities Engineer, phone: 269-0686.
- 17.2 Warrant the materials and workmanship of the road, and road ROW, to ensure completion of the construction, including the restoration of surfacing, slopes, slope treatment, drainage facilities, pathways, and ROW cleanup for the warranty period.
- 17.3 The Department will notify the Permittee of any surface deformity. The Permittee shall prepare a corrective action plan for review and approval by the Department. The corrective action plan shall include:

## A-27 Utility Special Provisions (Page 15 of 16)

- a. A methodology to determine if the pavement surface deformation is due to subsurface forces, such as subsidence or drainage, and;
  - b. A proposal for correcting the surface variation.
- 17.4 Remedy promptly, without cost to the Department, any and all defects in materials and workmanship resulting from defective materials and workmanship. If the defect, in the opinion of the Department, is of such a nature as to demand immediate repair, the Department shall have the right to take corrective action and the cost thereof shall be borne by the Permittee.
- 17.5 The Permittee or his designee and the Department shall perform construction inspection of the road. The Permittee or his designee shall handle any coordination with respect to inspection activities involving both the Department and Permittee.
- 17.6 The Warranty period shall mean a period of two (2) years from the acceptance of the road. The Warranty shall remain in effect until final inspection and acceptance by the Department.
- 17.7 Any damage to the roadway prism, fill slopes, ditches, backslopes, structures or underground utilities determined to be a result of work authorized by this permit that becomes apparent within two (2) years after project completion and acceptance by the department shall be repaired by the Permittee.
- 18.0 RELEASE OF WARRANTY**
- 18.1 The Permittee and the Department shall perform an inspection prior to the end of the warranty period. The Permittee or his designee is responsible to schedule and coordinate with the Department the final warranty inspection. The Permittee shall correct any defect in the work revealed by the warranty inspection.
- 18.2 Upon the Permittee's satisfactory performance of all its obligations under this Permit, the Department shall execute a written statement acknowledging performance and release of the warranty obligations. Release of the warranty shall not release the Permittee of all other provisions of the permit.
- 18.3 Any damage to the roadway prism, fill slopes, ditches, backslopes, structures or underground utilities determined to be a result of work authorized by this permit that becomes apparent within two (2) years after project completion and acceptance by the department shall be repaired by the Permittee.
- 19.0 BRIDGE ATTACHMENT**
- 19.1 DOT&PF attempts to provide at least a 75-year service life for each structure, so any utility installation should be capable of performing for a comparable service period without substantive maintenance. Refer to the Alaska Administrative Code (AAC), 17 AAC 15.231, which lists general guidelines for utility installation on bridges. The following requirements supplement the AAC.
- 19.2 The installation must be of substantial design, proportioned to span between supports without undue deflection under its own weight and the other imposed loads. The installation must be capable of accommodating the thermal expansion and contraction of the bridge.
- 19.3 The installation must be located within either exterior bay of the girders.
- 19.4 The elevation of all components of the installation must be at least 1 inch above the bottom flange of the girders or lower chord of a truss.
- 19.5 Do not locate holes within the tension flange of the girders.
- 19.6 If holes in the web are desired: use a 1-inch diameter maximum, locate them within the middle 1/3 of the web, place them at least 6 inches minimum clear from all welds, and space them at least 4 feet center to center.
- 19.7 Place no additional holes through the back wall.



## A-27 Utility Special Provisions (Page 16 of 16)

- 19.8 Repaint damaged areas of the bridge's paint system caused by the installation of the utility, including drilled/cored holes and incidental damage. Sections 513 & 708 of Alaska's Standard Specifications for Highway Construction 2004 apply to field painting of existing structures. Spot paint repair of minor areas is addressed in Section 513-3.12. The paint materials must meet Section 708 for a three-coat system. Approved systems are Wasser's (MC-Zinc, Ferrox B, Ferrox A) and Sherwin Williams (Galva-Pac, Ironox B, Ironox A). The spot paint color must match the bridge's existing paint color. (NR)
- 19.9 All hanger bolts must have double nuts or burred bolt threads.
- 19.10 All exposed components of the installation must be constructed of corrosion-resistant materials or have corrosion-resistant coatings.
- 19.11 Mark the utility owner's name and local phone number at both abutments to allow immediate contact in an emergency.
- 19.12 Provide photographs of the completed installation that include typical hanger systems, general view of the utility attachment, view across piers (if applicable), and photos of the utility at each abutment.
- 19.13 The following are not permitted:
- Attachments to the underside of the deck.
  - Attachments to bridge rail or bridge rail posts.
  - No timber utility components.
  - Welding to the bridge.
- 19.14 A professional engineer, licensed by the State of Alaska must design the installation. The design engineer must have design experience applicable to the proposed installation. Provide Bridge Section with design calculations plans (drawn to scale) of the proposed layout, including typical sections at the abutments, attachment to the girders, and sections through the diaphragms and over the piers (if applicable). Specify the utility's size, thickness, and material. Provide the system's total weight per linear foot, including the weight of the contents inside the proposed conduit.

**A-43 Scope, Schedule, Budget Memo  
(1 of 3 pages)**



**MEMORANDUM**

**STATE OF ALASKA**

Department of Transportation and Public Facilities  
Central Region Utilities

**TO:** Angela M. Smith, P.E.  
Squad Leader  
Aviation Design

**DATE:** August 27, 2012

**AKSAS NO:** 54603

**THRU:** John Linnell, P.E.  
Chief, Traffic, Safety and Utilities

**PHONE NO:** 269-2011

**FROM:** Mark Riley  
Utilities

**SUBJECT:** ANC Remote Refueling  
Apron South of T/W P  
**SSB**

The following is a response to the July 19, 2012 Scope, Schedule & Budget request for the ANC Remote Refueling Apron south of T/W P project. Below is a cost summary estimated for this project.

Three Group VI (747-8, A380) PCC Hardstands	Phase 2		Phase 7		Totals		
	Low Est.	High Est.	Low Est.	High Est.	Low Est.	High Est.	Average
Utilities Section Efforts	\$10,000	\$16,000	\$2,500	\$5,000	\$12,500	\$21,000	\$16,750
Fuel line Work	\$26,000	\$24,000	\$475,000	\$582,000	\$497,000	\$608,000	\$552,500
Electrical Line Extension	\$0	\$0	\$35,000	\$55,000	\$35,000	\$55,000	\$45,000
Electrical Line Relocation	\$29,000	\$44,000	\$638,000	\$957,000	\$667,000	\$1,001,000	\$834,000
<b>Totals:</b>	<b>\$61,000</b>	<b>\$86,000</b>	<b>\$1,150,500</b>	<b>\$1,599,000</b>	<b>\$1,211,500</b>	<b>\$1,685,000</b>	<b>\$1,448,250</b>

Four Group VI (737) PCC Hardstands	Phase 2		Phase 7		Totals		
	Low Est.	High Est.	Low Est.	High Est.	Low Est.	High Est.	Average
Utilities Section Efforts	\$1,000	\$2,000	\$1,000	\$2,000	\$2,000	\$4,000	\$3,000
Fuel line Work	\$10,000	\$15,000	\$641,500	\$780,500	\$651,500	\$795,500	\$723,500
Electrical Line Extension	\$0	\$0	\$35,000	\$55,000	\$35,000	\$55,000	\$45,000
<b>Totals:</b>	<b>\$11,000</b>	<b>\$17,000</b>	<b>\$677,500</b>	<b>\$837,500</b>	<b>\$688,500</b>	<b>\$854,500</b>	<b>\$771,500</b>

The Utilities Section will complete the work in-house for this project. A fuel line extension will be necessary to supply fuel to the new PCC hardstands and an electrical line extension will be necessary to provide service to the ground power service equipment for the Remote Fueling Apron. An underground primary electrical line may require relocation to an area outside the proposed Taxiway N. The estimates are based on the following assumptions:

**A-43 Scope, Schedule, Budget Memo  
(2 of 3 pages)**

**Three Group VI (747-8, A380) PCC Hardstands**

**Underground Fueling System:**

- Connect to existing 12-in fuel line located at the southwest corner of Taxiway P and extend east to southeast corner of Taxiway P.
- Install 6 fuel hydrant pits (2 per hardstand).
- Install 6-in laterals connecting the new 12-in fuel line to each hydrant pit.
- Install (1) Fuel Surge Suppressor Pit, (1) High Point Vent, (1) Low Point Drain, and (2) Emergency Fuel Shutdown Pit Assemblies.
- Perform hydrostatic pressure testing and fuel system flushing.

**Underground Electrical Relocation**

- There is an existing underground primary electrical line in 2-6" concrete encased ducts running approximately 275-ft north of and parallel to the snow disposal site access road, extending across the project limits from Taxiway R to Postmark Drive.
- Relocate approximate 2,300-ft of UGE primary from Vault 1539 to Switch Cabinet SC 580. Relocate this line, Switch Cabinet SC 581 and Vault 8556 to the north side of the snow disposal site access road.
- Install new Vault 275-ft to the south of existing Vault 1539.

**Electrical Line Extension (if GPS required)**

- Extend conductor in 600-ft of existing 2-4-in conduits beginning at the northeast corner of Taxiway U PCC hardstands and running along the east end of Taxiway P and ending at the southeast corner of Taxiway P.
- Install pad-mounted transformer at southeast corner of Taxiway P.
- Install meter base.

**Four Group VI (737) PCC Hardstands**

**Underground Fueling System**

- Extend 12-in fuel line south from southeast corner of Taxiway P to the west end of the snow disposal site access road and then east to the easternmost PCC hardstand.
- Install 8 fuel hydrant pits (2 per hardstand).
- Install 6-in laterals connecting the new 12-in fuel line to each hydrant pit.
- Install (1) Fuel Surge Suppressor Pit, (1) High Point Vent, (1) Low Point Drain, and (2) Emergency Fuel Shutdown Pit Assemblies.
- Perform hydrostatic pressure testing and fuel system flushing.

**Electrical Line Extension**

- From new switch cabinet installed near north-south fence line crossing the snow disposal site access road (the switch cabinet will be installed during UGE relocation for the proposed three Group VI (747-8, A380) PCC Hardstands), extend conductor in 350-ft of 2-4-in conduits running easterly along the access road to southeast corner of Additive Alternate Area proposed PCC hardstands.

**A-43 Scope, Schedule, Budget Memo  
(3 of 3 pages)**

- Install pad-mounted transformer at southeast corner of Additive Alternate Area proposed PCC hardstands.
- Install meter base.

Discussions between ASIG and ANC will need to take place to determine who will be paying for what (materials, labor, etc.) regarding the underground fuel system; this has varied over past projects.

ANC needs to determine if ground power supply is required at each parking position.

Discussions with CEA will need to take place to determine if they indeed want to relocate the existing underground electrical primary from under the proposed Taxiway N.

If you have any questions, please don't hesitate to contact me.

cc: Rory Redick, Section Lead, Utilities Section

MR

## A-46 Scoping Memo

CHAPTER 4  
SECTION 4.03.01

### MEMORANDUM

### STATE OF ALASKA

Department of Transportation & Public Facilities

**TO:** Sean Baski, P.E.  
Design Project Manager  
Central Region

**DATE:** December 8, 2011

**THRU:** John Linnell, P.E.  
Group Chief, TS&U  
Central Region

**FILE NO:** Lake Street (Homer)

**PHONE NO:** 269-0632

**FROM:** Rory Redick  
Utilities

**SUBJECT:** Utility Estimate

As requested you will find below an in-house scoping level estimate of utility relocation costs associated with rehabilitation of Lake Street in Homer. Our review of the plans, miniature cross sections, and utility system maps indicates that there is no significant difference in utility related costs between the two alternatives.

*Phase 2 PE	75,000	COH, ACS, HEA and ADOT Utilities
Phase 7 CE	75,000	COH, ACS, HEA and ADOT Utilities
Phase 7 Construction	120,000 – 150,000	HEA and ACS relocation
Phase 4 CC	120,000 – 150,000	COH Water and Sewer adjustments
<b>Total Estimated Costs</b>	<b>390,000–450,000</b>	

\*Recommend revisiting the phase 2 engineering estimate when the scope of water and sanitary sewer relocations are better defined, and determine if engineered designs and estimates are required.

#### Estimate Assumptions:

- Relocation of water and sanitary sewer mains, other than valve, manhole and service adjustments, and insulation, is not required. This includes the asbestos cement sewer main along project right.
- The PRV manhole cone, barrel frame, and grate can be adjusted or reconstructed per the City of Homer detail, attached.
- Water and sanitary sewer services need to be evaluated for cover under the new ditch cuts. Recommend verifying vertical locations of the services by record drawings, if they exist, or by vacuum extraction potholing. We count approximately 36 services.
- The phase 4 estimate does not include water or sanitary sewer services that may be requested by, and paid for by, the City of Homer.
- The phase 7 estimate does not include the relocation of the HEA three-phase distribution pole line along and crossing Lake Street between stations 13+00 and 20+00. Unless there is a clear zone issue, we recommend leaving the poles in the current locations behind the existing sidewalk, and cutting the special ditch between the poles and proposed right-of-way.
- The estimate does not include relocation or line extension costs for load centers for lighting and/or signals.

**A-47 Redline Request  
(Page 1 of 2)**

# STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

STATEWIDE DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - TRAFFIC, SAFETY AND UTILITIES

SEAN PARNELL, GOVERNOR

4111 AVIATION AVENUE  
P.O. BOX 106900  
ANCHORAGE, AK 99510-6900  
(907) 269-0100 (FAX) 269-0426  
(TTY) 269-0473

May 4, 2011

RE: Seward Highway: 92<sup>nd</sup> Avenue  
Connector  
59770

## REDLINE REQUEST

Mr. Joe Sanks  
Planning Engineer  
Anchorage Water & Wastewater Utility  
3000 Arctic Boulevard  
Anchorage, Alaska 99503-3898

Mr. Sanks:

The Department of Transportation and Public Facilities (Department) proposes roadway and drainage improvements to the Seward Highway and 92nd Avenue extending from O'Malley Road to Dimond Boulevard. The proposed improvements include grading, drainage, paving, structures, signing, and striping. Existing AWWU facilities may be affected by the project.

Two (2) half-size sets of preliminary plans and the Department's Standard Utility Questionnaire are enclosed. Please confirm the location of your facilities in red pencil on one plan set, making specific note of the following:

1. AWWU facilities as shown on the plans that may have been mis-located or omitted;
2. AWWU facilities that may have been installed subsequent to the Department's location survey, and;
3. Type and size of the facility.
4. The source of the AWWU facilities shown on the plan set were a result of as-built and surveyed utility locates.

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**A-47 Redline Request  
(Page 2 of 2)**

Seward Hwy: 92<sup>nd</sup> Avenue Connector-59770

Page 2

May 4, 2011

Additionally, please complete the Standard Utility Questionnaire enclosed.

The Department will review the redlined plans and questionnaire to determine if areas of conflict exist. If utility relocation is required, a formal authorization to proceed with preliminary design will be issued.

This project is being funded by the Federal Highway Administration. The Department must therefore comply with the United States Title 23, Code of Federal Regulations, Part 645, relating to the adjustment and/or relocation of utilities in conflict with construction of a federal aid project. The reimbursement must be in accordance with the CFR and Alaska Statute.

**Please return the redlined set of plans and the Standard Utility Questionnaire to this office by May 20, 2011.**

If you have any questions or require additional information, contact Gabrielle St. Pierre at (907) 269-0629 or [gabrielle.stpierre@alaska.gov](mailto:gabrielle.stpierre@alaska.gov).

Sincerely,



Ken Morton, P.E.  
Utilities Chief  
Central Region

gs

CC: James Admundsen, P.E., ADOT Project Manager  
Rory Redick, Utilities

Enclosures:  
2 sets preliminary plans  
Utility Questionnaire

**A-49 Utility Adjustment Questionnaire  
(Page 1 of 3)**



**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES**

**\*\* UTILITY ADJUSTMENT QUESTIONNAIRE \*\***

(Use n/a for the options which are not applicable)

Project No.: \_\_\_\_\_ Termini: \_\_\_\_\_

Company or Agency: \_\_\_\_\_

This Company is: (  ) Privately (  ) Publicly (  ) Cooperatively – owned  
and is subject to regulation by the Federal: \_\_\_\_\_ State: \_\_\_\_\_

1. WILL YOUR COMPANY SUBMIT A BILLING FOR THE COSTS OF PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES? (  ) YES (  ) NO

A. If YES, will this work be performed by:

(  ) Your company employees. (  ) A consulting engineer.

B. If this work will be performed by a consulting engineer, is such work by:

(  ) Continuing contract. (  ) Negotiated job contract.

If this work will be performed by a consultant under a continuing contract, please provide the Department a copy of the contract; name and address of the consultant and the contract execution date.

**Please be advised that prior to approval by the State and Federal Highway Administration may be required for the use of a consultant and of the terms of the contract.**

2. RIGHT-OF-WAY INVOLVEMENT:

A. Are your company's facilities involved with this project now located on:

(  ) Private land to which your Company holds the fee.

(  ) Private land to which your Company holds an easement.

(  ) Private land to which your Company claims a compensable interest by prescriptive right claim. (Please attach copies of your title, easement or a letter defining the prescriptive right claim.)



**A-49 Utility Adjustment Questionnaire  
(Page 2 of 3)**

B. ( ) State rights-of-way under utility permit.

C. If your Company now occupies state highway right-of-way, will you claim reimbursement under AS 19.25.020 "C"?

( ) YES                      ( ) NO

**If your Company now occupies publicly owned land or right-of-way, please attach a copy of the instrument constituting your authority for this occupancy.**

**3. METHOD OF ADJUSTMENT AND/OR RELOCATION:**

A. If it is determined that adjustment and/or relocation of your facilities will be required by the highway construction, will the work be performed by:

- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| 1. ( ) Company's own forces         | 5. ( ) By combination of (1) and (2) |
| 2. ( ) By Continuing contract       | 6. ( ) By combination of (1) and (3) |
| 3. ( ) By contract to lowest bidder | 7. ( ) By combination of (1) and (4) |
| 4. ( ) By State Contractor          | 8. ( ) Undetermined                  |

If by method (2) above, please furnish a copy of the contract.

If by method (3) above, please furnish a list of qualified firms from whom bids will be solicited (unless advertised).

**4. TYPE OF RELOCATION:**

A. Do you anticipate constructing an entirely new facility and retiring the old facility?

( ) YES                      ( ) NO

B. In accomplishing the said relocation work do you anticipate:

1. Additional work, over and above that necessitated by the highway construction?

( ) YES                      ( ) NO

2. Any upgrading of that portion of your facility involved with the highway construction?

( ) YES                      ( ) NO

**A-49 Utility Adjustment Questionnaire  
(Page 3 of 3)**

5. PLEASE FURNISH THE NAME, TITLE, ETC., OF THE PERSON WHO WILL BE YOUR COMPANY'S LIASON REPRESENTATIVE ON THIS PROJECT.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ EMAIL: \_\_\_\_\_

6. REMARKS: \_\_\_\_\_

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

7. A PRELIMINARY ESTIMATE OF THE RELOCATION COST IS \$ \_\_\_\_\_  
(Nearest \$1,000.00)

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**A-52 Limited PE Authorization – Request for Potholing  
(Page 1 of 2)**

SEAN PARNELL, GOVERNOR

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

STATEWIDE DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - TRAFFIC, SAFETY AND UTILITIES

4111 AVIATION AVENUE  
P.O. BOX 196900  
ANCHORAGE, AK 99519-6900  
(807) 269-0460 (FAX) 269-0425  
(TTY) 269-0473

August 18, 2011

RE: Project No. 59770  
Seward Highway: 92<sup>nd</sup> Avenue Connector

**Limited Preliminary Engineering  
Authorization / Request for Potholing**

Dale Patrick  
Senior Manager OSPE  
ACS of Anchorage, Inc.  
600 Telephone Avenue  
Anchorage, AK 99503-6091

Mr. Smith:

The Department's review of the preliminary plans for the Seward Highway: 92<sup>nd</sup> Avenue Connector confirms that conflicts may exist between ACS facilities and the proposed road improvements. Relocation and/or adjustment of ACS facilities may be required. To limit relocation where possible, it is requested that potholing be done to confirm the location and depths of various utilities throughout the proposed project corridor.

The Department is requesting ACS assistance in locating the sub-surface utilities by vacuum-extract potholing in support of the design process. This potholing is requested for approximately 40 locations for ACS as well as other utilities. The Department will survey the vertical location of the existing utilities and use the data to minimize conflicts with the project.

Costs incurred in coordinating and executing the potholing effort are reimbursable to ACS by the Department. The preliminary scope of work includes the following:

1. Establish a work order number to accumulate Preliminary Engineering charges;
2. Arrange a site review of the project alignment and pothole locations map;
3. Request for utility locates on site;
4. Coordinate with the Department to allow survey presence during potholing; and
5. Provide a cost estimate to cover the potholes, backfill after the survey, and any miscellaneous costs.

**A-52 Limited PE Authorization – Request for Potholing  
(Page 2 of 2)**

59770; Seward Highway; 92<sup>nd</sup> Ave, Connector

Page 2 of 2

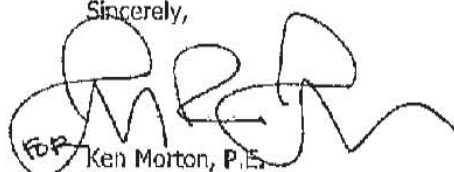
06/22/2011

The potholing may require asphalt cuts/repairs and traffic control in some areas. Please review the locations and plan accordingly for these costs in the estimate.

Preliminary plans are enclosed, highlighting the areas where the Department believes utility potholing would benefit the project. Please perform the site review and schedule potholing so it is completed by October 28, 2011.

Please contact Brittany Barkshire at (907) 269-0645 or by email at [brittany.barkshire@alaska.gov](mailto:brittany.barkshire@alaska.gov) with any questions and to schedule the site meeting.

Sincerely,

  
Ken Morton, P.E.  
Utilities Chief, Central Region

BDB/

Enclosures: Pothole Location Plans

cc: Jim Amundsen, Project Manager  
Rory Redick, Utility Lead, Utility Section

H:\Projects\Hwy\Anch\59770 - NSH 92nd Ave\Preliminary PE ACS.docx

**A-54 PE through 1-Line Design Authorization  
(Page 1 of 2)**

# STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - TRAFFIC, SAFETY AND UTILITIES

SARAH PALIN, GOVERNOR

4111 AVIATION AVENUE  
P.O. BOX 196900  
ANCHORAGE, AK 99519-6900  
(907) 269-0660 (FAX) 907-269-0664  
(TTY 209-0473)

May 1, 2009

RE: Project #50898  
West Dowling Road, C Street to Old Seward  
Highway

## 1-LINE DESIGN AUTHORIZATION

Mr. Michael Tullius, Manager, Distribution Services  
Chugach Electric Association,  
5601 Minnesota Drive  
P.O. Box 196300  
Anchorage, Alaska 99519-6300

Dear Mr. Tullius:

Attached are revised Plan & Profile sheets for the West Dowling Road project, between C Street and Old Seward Highway. As discussed at the meeting of February 24, 2009 the proposed bridge at Campbell Creek was shifted to the north to alleviate major conflicts with the 48" sanitary sewer line and create separation from Chugach Electric Association's (CEA's) existing transmission facilities.

Based on the revised design the following conflicts exist:

**Underground Facilities** – The existing underground 7.2/12.47kv circuits located at station 15+65 and from stations 38+30 to 42+30 Left are in conflict and will require relocation. In addition there are several locations that existing secondary will also be in conflict.

**Overhead Facilities** – The existing overhead 7.2/12.47kv circuit located along the north side will be in conflict for the entire length, station 16+00 to 38+30 Left and will require relocation. Due the Municipal Undergrounding Ordinance, we acknowledge that a replacement in kind will represent an underground configuration.

At this time the following transmission structures will be in conflict and will require relocation;

- Structure 100-35, station 14+75 Right, the existing bracing attached to the structure will conflict with the proposed pathway.
- Structure 101+15, station 32+80 Right, will conflict with the pathway under the Campbell Creek bridge and should be relocated in-line to the east.

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**A-54 PE through 1-Line Design Authorization  
(Page 2 of 2)**

Mr. Tullius

May 1, 2009

Page 2 of 2

- Structure 101-17, station 36+40 Right, will conflict with the Austin Avenue approach and should be relocated in-line to the east.

At this time the Preliminary Engineering authorization that was issued on February 17, 2009 is extended to include the following:

1. Prepare a preliminary one-line sketch for the relocation of your facilities in conflict with the proposed project. This sketch should include the approximate plan location and general size and type of facility;
2. Determine areas where additional right-of-way may be required to accommodate proposed relocation designs;
3. Provide the necessary documentation to establish relocation reimbursement eligibility (permits, property interest, etc.); and
4. After review and approval of the one-line sketch, you will be authorized by a separate letter to proceed with engineering activities through final design, estimate and specifications for agreement development.

Research of the Department's files did not identify utility permits for the 7.2/12.47 overhead circuit along the north side or for the transmission facilities paralleling the south side from C Street to structure 101-9 (station 23+25 Right). From 101-9 to the Old Seward Highway permit # 1-133290-83-558 was issued for re-conductoring of the 2 - 34.5KV circuits. Please provide the property interests associated with these facilities, as well as when the second 34.5 KV circuit was modified to 138 KV.

Attached is a set of the revised Plan and profile sheets for the project as well as a disk containing the design files. We request your attendance at a meeting to discuss the conflicts and the proposed designs on May 12, 2009.

If you have any questions or require additional information, contact Mike Stewart at DOWL HKM Engineering 562-2000, ext. 4112 or Rory Redick with the Utilities Section at 269-0632.

Sincerely,



Ken Morton, P.E.,  
Chief, Utilities Section  
Central Region

RRR/DSG

Cc: Jim Amundsen, Project Manager, Highway Design  
Rory Redick, Engineer Associate, Utilities

Enclosures

U:\Projects\Hwy\Anch\50898-West Dowling Phase II\CEA\1-Line Auth.doc

**A-56 PE through Final Design and Estimate  
(Page 1 of 2)**

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

STATEWIDE DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - TRAFFIC, SAFETY AND UTILITIES

SEAN PARNELL, GOVERNOR

4111 AVIATION AVENUE  
P.O. BOX 198900  
ANCHORAGE, AK 99519-6900  
(907) 269-0400 (FAX) 269-0425  
(TTY) 269-0473

July 11, 2012

RE: Project 51030  
West Dowling Road, PH II

**PE Authorization through Final  
Design and Estimate  
W.O. #12-41202**

Mr. Paul Gardner  
Engineer  
ENSTAR Natural Gas Company  
P.O. Box 190288  
401 E. International Airport Road  
Anchorage, Alaska 99519

Dear Mr. Gardner:

The Department has reviewed the ENSTAR one-line relocation design submitted February 15, 2012. The design is approved subject to the following comments:

- ENSTAR plan sheet 3 and 4 of 4:  
ENSTAR proposes replacing the 3-inch steel distribution crossing at station 50+40 with approximately 1600 feet of new 4-inch plastic between Arctic Blvd and "C" Street.

The Department considers the most economical relocation to consist of:

- Installing 3-inch steel fitting on each side of the new Dowling Road alignment;

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**A-56 PE through Final Design and Estimate  
(Page 2 of 2)**

- o Cut and abandon the crossing to allow the Department's contractor to accomplish the 9 ft sub-excavation, then;
- o Replace the approximately 360 feet of 3-inch steel during embankment construction.

The agreement will reflect a betterment credit, should ENSTAR decide to proceed with realigning the 3-inch steel with 4-inch plastic.

- The Department understands that ENSTAR will vent gas to the atmosphere during relocation of the 8-inch and 12-inch transmission mains. The final estimate needs to include a basis for measuring the volume and cost of the gas lost.
- The utility agreement must include the stipulation that ENSTAR will meet the Buy America requirements as set forth in 23 US Code 313 and 23 Code of Federal Regulations, Part 635.410. The Department requests that ENSTAR's final design and estimate include a definitive statement about the origins of all products incorporated into the relocation covered by the Buy America Provisions.

Please contact Zach Meehan at 269-0648 if you have any questions or require additional information.

Please submit the final design and estimate by **July 20<sup>th</sup>, 2012**.

Your continued assistance in the development of this project is appreciated.

Sincerely,



John Linnell, P.E.  
Group Chief  
Traffic, Safety & Utilities  
Central Region

ZM/sb

cc: Jim Amundsen, DOT

*"Get Alaska Moving through service and infrastructure"*

Subject: Buy, Inc. 2012-06-14 10:00 AM - 10:00 AM - Buy, Inc. 2012-06-14 10:00 AM - 10:00 AM  
Buy, Inc. 2012-06-14 10:00 AM - 10:00 AM - Buy, Inc. 2012-06-14 10:00 AM - 10:00 AM



**A-58 PE and Construction by State  
(Page 1 of 2)**

SEAN PARNELL, GOVERNOR

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

STATEWIDE DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - TRAFFIC, SAFETY AND UTILITIES

4111 AVIATION AVENUE  
P.O. BOX 196900  
ANCHORAGE, AK 99519-0900  
(907) 269-0400 (FAX) 269-0425  
(TTY) 269-0473

September 19, 2011

Re: Project 57181  
Kipnuk Boardwalk Improvements  
Phase II

Sam Carl  
Electrical Manager  
Kipnuk Light Plant  
P.O. Box 57  
Kipnuk, Alaska 99614

Mr. Carl,

The Department is continuing the design effort for the Boardwalk improvements in the village of Kipnuk. A review of the preliminary design indicates that conflicts exist between the proposed boardwalk improvements and Kipnuk Light Plant facilities. Relocation and/or adjustment of your electrical facilities is required.

The Department, on behalf of Kipnuk Light Plant, proposes to coordinate the relocation of the electrical facilities with both the design and construction of the boardwalk project. With your approval and agreement, the Department will:

1. Identify electrical facilities in conflict with boardwalk construction, e.g., poles, down guys and anchors, and clearances between overhead conductor and new boardwalk surfaces;
2. Develop the necessary in-kind electrical relocation designs, estimates, and specifications;
3. Incorporate the relocation designs, estimates, and specifications into the boardwalk project for advertisement, and;
4. Administer the electrical relocation during boardwalk construction.

The Department will transmit conflict reports, plans, relocation designs, and specifications to you for review and comment at each stage in the relocation process. The Department will develop a Utility Agreement for signature. The agreement will detail the relocation and/or adjustments required, and identify which electrical facilities requiring relocation are eligible for reimbursement with federal funds.

**A-58 PE and Construction by State  
(Page 2 of 2)**

Consistent with Alaska Public Utility Commission (APUC) orders U-83-74(7) and U-83-79(4), Kipnuk Light Plant facilities requiring relocation or adjustment will be considered reimbursable by the project if they were placed using a reasonable degree of prudence to insure not only the safety of the facilities, but also installed in such a manner that provided the maximum ability of others to use the right-of-way without conflict.

Essentially, if the facilities were installed consistent with state and national standards (NESC, NEC, ADEC, ADA, etc.) and located reasonably within the right-of-way corridor, the relocation and/or adjustment costs for the electrical facilities will be reimbursed by the project.

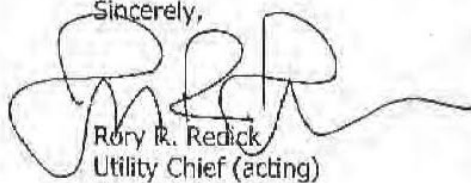
Please indicate your agreement in allowing the Department to provide for the relocation of Kipnuk Light Plant facilities in conjunction with the Kipnuk Boardwalk Improvement project by signing below.

\_\_\_\_\_  
Sam Carl, Electrical Manager, Kipnuk Light Plant

\_\_\_\_\_  
Date

Please contact Brittany Barkshire at 269-0645 / fax 269-0654 should you have any questions or require additional information.

Sincerely,

  
Rory R. Redick  
Utility Chief (acting)  
Central Region

Cc: Jimmy Paul, Tribal Administrator, Village of Kipnuk  
Morgan Merrit, P.E., Project Manager, Aviation Design

**A-60 Specification Memo (Small)**  
**(Page 1 of 2)**

# MEMORANDUM

# State of Alaska

Department of Transportation & Public Facilities  
Design and Engineering Services – Central Region  
Utilities Section

**TO:** Chris Post, P.E.  
Central Region

**DATE:** 03/05/2012

**THRU:** John Linnell, P.E. *JL*  
Group Chief,  
Traffic, Safety & Utilities  
Central Region

**TELEPHONE NO:** (907) 269-0645  
**FAX NUMBER:** (907) 269-0654

**FROM:** Brittany Barkshire  
Utilities

**SUBJECT:** Project No. 52638  
Holt-Lamplight Road Resurfacing  
Utility Specifications

---

A draft of the utility related specifications for inclusion in the Standard Modifications and Special Provisions assembly is as follows:

**Section 105-1.06 UTILITIES.** After "For utilities being relocated, the Contractor will" add the following:

1. include utility work on the Construction Phasing Plan and Progress Schedule.
2. provide erosion, sediment, and pollution control including stabilization of areas disturbed during utility work. Identify all utility companies performing ground disturbing activity in the Storm Water Pollution Prevention Plan (SWPPP). Refer to Section 641 for further information.
3. clear and grub. Payment will be made under Section 201, Clearing and Grubbing.
4. provide traffic control and flagging. Payment will be made under Section 643, Traffic Maintenance.
5. Provide Right-of-Way and/or Construction Surveying before utility relocation. Include:
  - Control for utility relocation- either ROW or Centerline staking with Station information,
  - Slope staking,
  - Proposed utility facilities and appurtenances.

Payment will be made as follows:

- a. Subsidiary to Pay Item 642(1) Construction Surveying, if the Contractor is required to provide the surveying as part of the contract and/or
- b. Under Item 642(3) Three Person Survey Party, if the construction or Right of Way staking required by the utility is either in advance of the 2 week work plan, or not required by the contract.

The utility shall give the Contractor, through the Engineer, 15 calendar days advance written notice for required staking.

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**A-60 Specification Memo (Small)**  
**(Page 2 of 2)**

Page 2

Provide each utility fifteen (15) calendar days advance written notice for each work location that relocation is required. Provide a copy of the written notice to the Engineer. Phone contact information is as follows:

- Dave Hopkins, Alaska Communications, Network Outside Plant Engineer III, 907-714-8791
- Kathy McDonough, Homer Electric Association, Manager of Engineering, 907-235-3308
- Paul Gardner, ENSTAR Natural Gas, Engineer, 907-334-7755

Utility Specific Coordination:

**Alaska Communications of the Northland (ACS):** ACS owns and operates aerial and underground telecommunications facilities along and crossing Half-Lemphigh Road throughout the project limits.

Locate and pothole underground cables in all areas of excavation for road, drainage, and approach improvements, including:

- 50 pair cable crossing at station 130+65;
- 100 pair cable between stations 130+50 and 134+50, project right;
- 96 strand fiber optic cable between stations 244+50 and 246+30, project right. Contact Harry Mead at 907-714-8773 (office) or 907-398-8914 (cell) to coordinate fiber watch prior to beginning Bishop Creek culvert replacement; and
- 25 pair cable crossing at station 321+00.

Coordinate with ACS to determine the extent of conflict. Allow ACS three (3) calendar days per location to complete adjustments and/or relocations.

**ENSTAR Natural Gas Company (ENSTAR):** ENSTAR owns and operates natural gas facilities within the project limits.

Locate and pothole underground facilities in all areas of excavation for road, drainage, and approach improvements, including:

- 2 inch distribution main at station 76+25;
- 2 inch distribution main at station 129+30;
- 8 inch transmission main runs along project right from approximately station 124+00 to 134+00. (Consult engineer if a conflict is expected between transmission line and curve flattening cut slopes); and
- 3 inch distribution main at station 318+40

Coordinate with ENSTAR to determine the extent of conflict. Allow ENSTAR three (3) calendar days per location to complete adjustments and/or relocations.

**Homer Electric Association (HEA):** HEA owns and operates overhead electrical distribution and transmission facilities within the project limits.

1. HEA has Overhead Primary electrical facilities on project left at station 245+00. While a direct conflict is not anticipated, the culvert work at Bishop Creek will be done in close proximity to the electrical facilities. Allow HEA to place protective covers on the lines prior to culvert work at Bishop Creek. In addition, allow for a two-member HEA safety watch while work is being done near their lines and while rip rap is placed around the pole at station 246+00, left.

*"Get Alaska Moving through service & infrastructure."*

**A-62 Specifications Memo (Large)**  
**(Page 1 of 5)**

## MEMORANDUM

## State of Alaska

Department of Transportation & Public Facilities  
Design & Engineering Services – Central Region  
Utilities Section

**To:** Kelly Petersen, P.E.  
PD&E  
Project Manager

**Date:** August 6, 2010

**Thru:** Ken Morton, P.E.  
Utilities Chief

**File No:** 53933

**From:** Rory Redick  
Utilities Lead

**Phone No:** 269-0632

**Subject:** Utility Specifications

1. SECTION 105-1.06 UTILITIES, page 8, delete item 8.
2. SECTION 105-1.06, page 8, add the following:
  8. provide topsoil, fertilizer, and seeding for areas disturbed by utility relocation, in accordance with Sections 618, 619, 620, and 621.
  9. provide utility potholes as directed by the engineer in accordance with item 682(1).
3. SECTION 105-1.06, page 8, add after "Work done by utility owner(s) is as follows:"

**INDUSTRY WAY to HUFFMAN PARK DRIVE/BRANDON STREET:**

Chugach Electric Association (CEA):

1. Locate and protect the underground 3-phase primary electrical circuit crossing Huffman Road at station 20+84 during installation of storm drain pipe P3-1. Coordinate with CEA to have a crew on site to support and/or adjust the crossing as required.
2. CEA will support and/or relocate overhead span guy poles at stations 21+08, 42 feet right, and 22+68, 37 feet right, to allow for installation of storm drain pipe P3-1 and P3-4. Allow CEA two (2) calendar days to complete the shoring.
3. CEA will relocate the electrical primary distribution pole at station 23+67, 56 feet left, to allow for roundabout construction. CEA will install a new pole at approximate station 22+59, 50 feet left. Coordinate the new pole location with CEA so as not to conflict with proposed modular block wall installation. Allow CEA two (2) calendar days to complete the relocation.

**A-62 Specifications Memo (Large)**  
**(Page 2 of 5)**

Agreement 1-53933-10-30

Exhibit "D"

Page 2 of 26

Alaska Communications Systems (ACS):

1. Pothole underground ACS communications cables crossing Industry Way at approximate station 14+80, 50 feet left. Coordinate with ACS to determine the extent of conflict with installation of storm drain pipe P2-1. Allow ACS two (2) calendar days to complete the adjustment.
2. Locate and protect the underground cable and conduit crossing Huffman Road at station 20+84 during installation of storm drain pipe P3-1. Coordinate with ACS to have a crew on site to support and/or adjust the crossing as required.

General Communications, Inc.:

Locate and pothole underground GCI fiber optic and coaxial cables in areas of excavation for road or drainage improvements. Coordinate with GCI to determine the extent of conflict. Allow GCI access to the site to complete horizontal and vertical adjustments, as required.

Area	Facility	Potential Conflict
14+50 to 15+25, left side	.875 and FO108	Storm drain pipe P2-1 and manhole S2-3
17+60 to 18+20, left side	.875 and FO108	Approach
19+00 to 19+50, left side	.875 and FO108	Approach
20+80 to 21+40, left side	.875 and FO108	Approach

ENSTAR Natural Gas Company:

1. Pothole underground 4-inch plastic distribution main crossing Industry Way at approximate station 14+90, 40 feet left. Coordinate with ENSTAR to determine the extent of conflict with installation of storm drain manhole S2-5 and pipe P2-4. Allow ENSTAR two (2) calendar days to complete the adjustment.
2. Pothole the underground 3-inch steel distribution main crossing Huffman Road at approximate station 16+25, 33 feet right. Coordinate with ENSTAR to determine the extent of conflict with installation of storm drain pipe P2-8 and storm drain manhole S2-7. Allow ENSTAR four (4) calendar days to relocate the main if required.
3. ENSTAR will relocate the 2-inch plastic distribution main along the north side of Huffman Road between stations 15+70 and 21+55. ENSTAR will install the replacement main under the proposed asphalt pathway. Allow ENSTAR five (5) calendar days to complete the relocation.

**A-62 Specifications Memo (Large)**  
**(Page 3 of 5)**

Agreement 1-53933-10-30

Exhibit "D"

Page 3 of 26

**HUFFMAN PARK DRIVE/BRANDON STREET to NEW SEWARD HIGHWAY:**

Chugach Electric Association, Inc. (CEA):

1. CEA will install two 4-inch HDPE conduits across Huffman Road at station 24+35. Allow CEA four (4) calendar days to complete the crossing.
2. Pothole the underground 3-phase primary circuit crossing the Carr's driveway between stations 26+00 and 27+00, left side. Coordinate with CEA to determine the extent of conflict. CEA will adjust/or relocate the crossing as required. Allow CEA three (3) calendar days to complete the relocation.
3. CEA will relocate the underground 1-phase primary circuit crossing Landmark Street to accommodate installation of storm drain manholes S4-4 and S4-5. Allow CEA three (3) calendar days to complete the relocation.

Alaska Communication Systems (ACS):

1. ACS owns and operates two underground 1800 pair cables along the north side of Huffman Road between Industry Way and the New Seward Highway. The cables conflict with construction of the roundabout at the Brandon Street/Huffman Park Intersection and the construction of the Carr's Driveway.

ACS will relocate the underground facilities along the north side of Huffman Road between approximate station 21+50 and the existing manhole R851 at 29+25, 75 feet left. The relocation includes:

- Installation of new telephone vault at approximate station 21+50, 45 feet left, to intercept existing cables;
- Installation of cable and conduit along the north side of Huffman Road between stations 21+50 and 29+25, including crossings of Huffman Park Drive and the Carr's Driveway;
- Installation of 4-inch conduit crossing of Huffman Road at station 24+35;
- Installation of new 400 pair cable and conduit crossing of Huffman Road at station 28+35;
- Installation of new underground 100 pair cable and conduit crossing of Landmark Street;
- Splicing and cutover of new cables to allow for abandonment of the existing facilities.

Allow ACS twenty (20) calendar days to complete the relocation.

**A-62 Specifications Memo (Large)**  
**(Page 4 of 5)**

Agreement 1-53933-10-30  
Exhibit "D"  
~~Page 4 of 26~~

General Communications, Inc.:

Locate and pothole underground GCI fiber optic and coaxial cables in areas of excavation for road or drainage improvements. Coordinate with GCI to determine the extent of conflict. Allow GCI access to the site to complete horizontal and vertical adjustments, as required.

Area	Facility	Potential Conflict
22+20 to 24+50, left side	.875,.500,FO108	Loss of cover through roundabout
26+00 to 27+00, left side	.875,.500,FO108	Loss of cover through Carr's Driveway

ENSTAR Natural Gas Company:

1. ENSTAR owns and operates a 3-inch steel distribution main along the south side of Huffman Road from Brandon Street through Lake Otis Parkway. The main is in conflict with road and storm drain construction, and requires relocation.

ENSTAR will install approximately 2,680 feet of replacement 4-inch plastic main along the south side of Huffman Road from Brandon Street, across the New Seward Highway, to Meander Drive. The relocation includes:

- Crossings of Haze Street, Landmark Street, and Meander Drive;
- Direction drill of the New Seward Highway, south of the Huffman Interchange, and;
- Connection of existing side street mains and services to the new 4-inch main.

Allow ENSTAR twenty (20) calendar days to complete the relocation and abandon the existing steel main.

2. Pothole underground 2-inch plastic distribution main crossing Huffman Road at approximate station 29+65, 38 feet left. Coordinate with ENSTAR to determine the extent of conflict with installation of storm drain pipe P4-6. Allow ENSTAR two (2) calendar days to complete the adjustment.

**NEW SEWARD HIGHWAY:**

Chugach Electric Association and Alaska Communications Systems:

1. Pothole the joint CEA/ACS concrete encased duct bank at approximate station 30+98, 76 feet left. Locate and protect the duct bank during installation of storm drain pipe P5-1. The duct bank is not scheduled for adjustment or relocation.



**A-62 Specifications Memo (Large)**  
**(Page 5 of 5)**

Agreement 1-53933-10-30  
 Exhibit "D"  
 Page 5 of 26

General Communications, Inc.:

Locate and pothole underground GCI fiber optic and coaxial cables in areas of excavation for road or drainage improvements. Coordinate with GCI to determine the extent of conflict. Allow GCI access to the site to complete horizontal and vertical adjustments, as required.

Area	Facility	Potential Conflict
30+00 to 32+00, left side	.875,.500,FO108	SB Off Ramp, storm drain pipe P5-1 and P5-10
35+00 to 37+00	.875,.500,FO108	NB On Ramp

**NEW SEWARD HIGHWAY to LAKE OTIS PARKWAY:**

Alaska Communication Systems, Inc. (ACS):

1. Pothole the underground 1800 pair telephone cable crossing Huffman Road at approximate station 36+83, 10 feet left. Coordinate with ACS to determine the extent of conflict with installation of storm drain pipe P6-2. Allow ACS two (2) calendar days to complete the adjustment.
2. Pothole the underground 100 pair telephone cable and conduit crossing Meander Road at approximate station 48+35, 53 feet right. Coordinate with ACS to determine the extent of conflict with installation of storm drain pipe P8-7. Allow ACS two (2) calendar days to complete the adjustment.
3. Pothole the two underground 1200 pair telephone cables crossing Huffman Road at Lake Otis, approximate station 63+43, 25 feet right. Coordinate with ACS to determine the extent of conflict with installation of storm drain pipe P11-3. Allow ACS two (2) calendar days to complete the adjustment.

General Communications, Inc. (GCI):

1. Locate and pothole underground GCI fiber optic and coaxial cables in areas of excavation for road or drainage improvements. Coordinate with GCI to determine the extent of conflict. Allow GCI access to the site to complete horizontal and vertical adjustments, as required.

Area	Facility	Potential Conflict
42+40 to 43+50, crossings	(2)750,FO108	Storm Drain pipes P7-9 and P7-5
47+75 to 48+75, right side	(2).750,FO120	Storm Drain pipe P8-7 and Meander Approach
50+00 to 63+50	.500,.750, O120	Storm drain and pathway construction

**A-67 PE Authorization with Draft Memorandum of Understanding (MOU)  
(Page 1 of 6)**

May 5, 2006

RE: Project 57179  
Glenn Highway/Bragaw Street  
Interchange

**P.E. Authorization**

Mr. Drew Smith  
Enstar Natural Gas Company  
P.O. Box 190288  
401 E. International Airport Road  
Anchorage, Alaska 99519-0288

Dear Mr. Smith:

The Glenn/Bragaw Interchange project is currently in development as a design/build project. Based on our utility meeting of April 14, 2006 it was discussed that as the first step a draft Memorandum of Understanding (MOU) would be provided for review and comments (see attached). Once the MOU has been approved and signed by all the affected utility companies, it will be included in the RFP's, which will be given to all qualified design build teams.

The individual teams may well develop differing proposals requiring engineering by the utility for each proposal. It has therefore been decided that the Department will authorize and reimburse preliminary engineering by the utilities effective April 14, 2006.

This letter, therefore, constitutes:

1. The Departments official order to relocate your facilities as required by Alaska Statute 19.25.020(a);
2. The Departments formal authorization to proceed with preliminary engineering activities for a replacement-in-kind relocation in accordance with the provisions of Alaska Statute 19.25.020;

It is requested that your preliminary engineering activities include the following stages:

**A-67 PE Authorization with Draft Memorandum of Understanding (MOU)  
(Page 2 of 6)**

Mr. Smith

- 2 -

January 21, 2013

1. Review and provide comments on the draft MOU to the Department.
2. Review the Departments conceptual design on the attached CD and provide the Department with a one-line design and cost estimate to relocate facilities in conflict
3. Determining area's where additional right-of-way may be required to accommodate the proposed relocation design.
4. After the RFP's have been let review the D/B contractors proposed design and provide a one-line conceptual relocation design and a preliminary cost estimate. All design proposals submitted by the individual D/B contractors shall be treated as confidential.

4.

Please establish a separate work order number to accumulate preliminary engineering charges incurred in development of this project. The Departments P.E. Authorization will extend until selection of a D/B Contractor, which is anticipated to be approximately April 15, 2007.

Please provide comments on the MOU by May 31, 2006 and the one-line design and estimate by June 30, 2006.

If you have any questions or require additional information, please contact Mike Stewart at 269-0646.

Sincerely,

Kenneth M. Morton P.E.,  
Chief  
Utilities Section

MPS

Enclosures

Cc: Tom Dougherty, P.E. Project Manager

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**A-67 PE Authorization with Draft Memorandum of Understanding (MOU)  
(Page 3 of 6)**



57179  
Glenn Bragaw Interchange

UTILITY NAME:  
**Enstar Natural Gas Company**

**Glenn Bragaw Interchange  
DRAFT MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the State of Alaska Department of Transportation and Public Facilities, hereinafter referred to as the Department, and Enstar Natural Gas Co., hereinafter referred to as the Utility,

**MUTUALLY UNDERSTAND**

The Department has determined the need for a highway grade-separated interchange at the intersection of the Glenn Highway and Bragaw Street, located in Anchorage Grid 1235 NE ¼ of Section 16 and Anchorage Grid 1236 NW ¼ of Section 15, Township 13 north, Range 3 west, Seward Meridian, Alaska, hereinafter referred to as the Project; and

The Department will advertise for bids for the design and construction of the Project, using the design-build method of project development with a Request for Proposals (RFP). The successful contract bidder, hereinafter referred to as the Design-Builder, shall complete the design and construct the Project; and

The Department is engaged in preparing preliminary Project plans, conducting some Project surveys, and assembling other background information for the Project. Preliminary investigations within and near the Project area have identified some Utility-owned facilities which may necessitate relocation, removal, adjustment, protection, or construction and which hereinafter shall be referred to as Utility Work; and

This MOU establishes the basis for reimbursement through the Department for preliminary engineering activities by the Utility for a replacement-in-kind relocation in accordance with provisions of Alaska Statute (AS) 19.25.020 and Alaska Administrative Code (AAC) Title 17, Chapter 15, Title 3 Utility Relocation and Adjustment; and

The Department shall reimburse the Utility for preliminary engineering associated with the Project in accordance with the Department's audited utility rates. The Utility shall be eligible for reimbursement for its preliminary engineering activities associated with this Project from April 14, 2006 to the earlier of the date of award of the Project, cancellation of the Project, or March 7, 2007. Preliminary engineering shall consist of coordinating with the Department; responding to Department requests for information on possibly affected utilities; preparing preliminary "one-line" diagrams of proposed utility relocations; and responding to prospective proposers during the RFP stage of the Project, which includes preparation of conceptual designs, preliminary schedules, and cost estimates of proposed utility relocations.

Further compensation to the Utility will be in accordance with agreements executed between the Utility and the Design-Builder. After award of the design-build contract, the Design-Builder shall act in the Department's stead to negotiate and execute such agreements, and to compensate the Utility for Utility Work under the agreements; and



Glenn Bragaw Interchange  
57179

Utility MOU  
Page 1

**A-67 PE Authorization with Draft Memorandum of Understanding (MOU)  
(Page 4 of 6)**

The Design-Builder shall negotiate with the Utility for the relocation, removal, adjustment or protection of the utility in conformance with the laws and regulations cited above. The Design-Builder will be responsible for preparing a specific and detailed utility agreement referred to as the Utility Agreement, for performing the required Utility Work. The Utility Agreement will identify specific Utility Work items, amount, schedule, and methods for compensation for the Utility Work, as well as a schedule for the Utility Work; and

The Department has the authority to order relocations, and the Utility has the right to be compensated for that Utility Work based on eligibility regulations under AS 19.25. The Department will delegate this authority to the Design-Builder through means of the design-build contract. It is expected that the Utility and the Design-Builder shall come to mutually agreeable terms for the Utility WORK in conformance with those regulations; and

The Design-Builder will compensate the Utility for its work under the negotiated Utility Agreement; and

The Department will include provisions in the RFP stating that the Department has the ability to withhold portions of progress payments from the Design-Builder if it is determined that the Design-Builder is not reimbursing the Utility for the Utility Work or not in a timely manner as agreed upon in the Utility Agreement. The Department will use these withheld funds to compensate the Utility for the cost of the Utility Work if the Utility has not been compensated by the Design-Builder; and

The Design-Builder shall determine which utility work has been previously permitted and shall obtain additional permits or modifications of existing permits as may be required by the Design-Builder's or the Utility's final plans to cover the Utility Work in its final position. It is the Design-Builder's responsibility to coordinate between the Utility and the Department's utility section to provide the affected Utility with permit information and permit commitments that will be acceptable based on the requirements of AAC Title 17, and the Department's Pre-Construction and Utilities Manuals. The Department will review and have responsibility for final acceptance of the placement of the relocated facilities for the final utility permit; and

The Department will issue a utility permit based on the submissions of the Design-Builder, at the completion of the Utility Work, and the permit will contain the appropriate maintenance and other provisions as required by regulations under the AAC Title 17; and

This MOU, once executed, will be incorporated into the RFP and thus will become part of the Design-Builder's contract, and the Design-Builder will be required to abide by its requirements; and

The Utility and the Department will follow the procedures set forth below during the construction of the Project:

1. All Utility Work and all work incidental to the Utility Work shall be performed by the Utility, unless the Utility chooses to have the Design-Builder do a portion or all of the Utility Work, and this is mutually agreed upon in the Utility Agreement.
2. If the Utility chooses to have the Design-Builder perform the Utility Work, the Design-Builder shall provide to the Utility a copy of the contract with all subcontractors working on the Utility's facilities. The subcontractors' actions shall be the responsibility of the Design-Builder.
3. A signed Utility Agreement shall be on record with the Department prior to any exchange of funds for the performance of any Utility Work other than preliminary engineering



**A-67 PE Authorization with Draft Memorandum of Understanding (MOU)  
(Page 5 of 6)**

reimbursement. The Utility Agreement shall be prepared by the Design-Builder following the regulations established under AAC Title 17, Chapter 15. The scope of work as described in the Utility Agreement shall describe the proposed utility relocation in comparative terms to an in-kind replica, including betterments and non-reimbursable work.

4. The Design-Builder shall notify the Utility in writing of the facilities in conflict, and shall schedule and meet as necessary with the Utility to review its design, construction, costs, coordination, and schedule concerns.
5. The Utility agrees to use its best efforts to diligently prosecute its work, including the planning, design reviewing, constructing, coordination, inspection, and placing of new or relocated facilities in service, so as to complete the Utility Work in such time as to not delay the Design-Builder's schedule. The Utility Agreement shall include a schedule for completion of the Utility Work based on the time to complete various segments of the proposed utility relocation and to transfer services from the old to the new system, allowing the existing system to be abandoned.
6. The Design-Builder and the Utility shall consult as necessary to decide whether an impact can be avoided by relocation of the utility or by the Design-Builder changing its design, or by a combination of these actions. Both shall confer until the each relocation is acceptable to both parties.
7. It is not anticipated that relocations will be necessary outside the right-of-way (ROW), and the parties shall make every effort to remain within existing ROW or easements. If the Utility and the Design-Builder decide that a utility relocation outside the ROW is required after the consultations undertaken in item 6 above, then the Design-Builder shall submit this proposed action to the Department for review. This proposal shall be accompanied by sufficient documentation supporting the need to acquire additional ROW for the proposed utility relocation. Any decision to relocate utilities outside the ROW must be made in consultation with the Department and must be made on a cost-effective and timely schedule basis. If the proposal is acceptable, the Department will use information and documentation supplied by the Design-Builder to complete the acquisition of the required ROW, all costs for delay associated with acquiring the additional ROW shall be borne by the Design-Builder.
8. The Department will protect any of the Utility's vested rights after relocation of the Utility facilities to public ROW in cases where such facilities are currently on a Utility-owned easement. The Department shall issue no-cost utility permits to utilities relocated within the Department's ROW under terms of the Utility Agreement.
9. The Utility shall provide the necessary approved specifications and design standards to the Design-Builder for all Utility Work required by the Utility.
10. If the Design-Builder is performing the design for the Utility's facilities, the Utility shall have the opportunity to review and have approval authority of the design including the disposition of the Utility's facilities. If the Design-Builder's roadway and bridge design is revised so that it affects the Utility's facilities, the Utility will have the opportunity to review the design including the proposed disposition of the Utility's facilities.
11. The Utility shall have the right to inspect all work affecting its facilities and may request changes in the Design-Builder's work procedures where safety and continuity of utility service are at risk.
12. The Design-Builder shall perform the following work to support the Utility's facilities.



Glenn Bragaw Interchange  
57179

Utility MOU  
Page 3

**A-67 PE Authorization with Draft Memorandum of Understanding (MOU)  
(Page 6 of 6)**

- (a) Support, protect, and maintain in place, permanent and temporary utility facilities in accordance with approved plans and specifications. The Utility has the right to advise the Design-Builder promptly of any work that does not meet the Utility's requirements or standards.
- (b) Take appropriate precautionary measures to avoid damage to the Utility's facilities during construction. Any damage that may occur shall be reported immediately to the Design-Builder and the Utility's representative.

13. Any amendments made to the Utility Agreement may be made by means of an addendum to the Utility Agreement duly executed by all parties.

Notices and communications concerning this MOU shall be addressed to:

Alaska Department of Transportation Public Facilities Contact: Ken Morton, P.E. telephone: 907-269-0686 Mailing Address: PO Box 196900 Anchorage, Alaska 99519-6900 Delivery Address: 4111 Aviation Ave. Anchorage Alaska	Utility  Utility contact and address
--	--

Or their designees; notices and communications regarding the forthcoming Utility Agreement shall be as set forth in that agreement; and

The Department has determined that payment for Utility Work on public ROW is not in violation of the laws of the State of Alaska or any legal contract with the Utility; and

This MOU has been prepared from contact meetings, specific requests, and verbal conversations between the Utility and the Department.  
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below:

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Ken Morton, P.E.  
Utility Section Chief  
Central Region  
Alaska Department of Transportation  
and Public Facilities

Title: \_\_\_\_\_  
\_\_\_\_\_



Glenn Bragaw Interchange  
57179

Utility MOU  
Page 4

**A-73 Final MOU Transmittal with Final MOU  
(Page 1 of 7)**

# STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

STATEWIDE DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - TRAFFIC, SAFETY AND UTILITIES

FRANK H. MURKOWSKI, GOVERNOR

4111 AVIATION AVENUE  
P.O. BOX 196900  
ANCHORAGE, ALASKA 99519-6900  
(907) 269-0647 (FAX) 907-269-0654  
(TTY 269-0473)

October 10, 2006

RE: Project 57179  
Glenn Highway/Bragaw Street  
Interchange

Final MOU

Mr. Drew Smith  
Enstar Natural Gas Company  
P.O. Box 190288  
401 E. International Airport Road  
Anchorage, Alaska 99519-0288

Dear Mr. Smith:

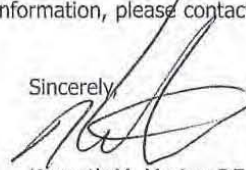
The Glenn/Bragaw Interchange Design/Build project is currently moving towards the Request for Proposal Stage. In order to accomplish this, the attached final MOU must be signed to be included within the RFP package. In addition the Department requests a one line design be submitted indicating the existing facilities anticipating relocation and their anticipated alignments. The RFP package will then be provided to the three pre-qualified design/build teams.

We request that the signed MOU and the one-line design be received by October 20, 2006 based on distribution of the RFP packages by November 1, 2006.

Please establish a separate work order number to accumulate preliminary engineering charges incurred in development of this project. The Departments P.E. Authorization will extend until selection of a D/B Contractor, which is anticipated to be approximately April 15, 2007.

If you have any questions or require additional information, please contact Mike Stewart at 269-0646.

Sincerely,



Kenneth M. Morton P.E.,  
Chief  
Utilities Section

269-0686

MPS

Enclosures

Cc: Tom Dougherty, P.E. Project Manager  
Janelle Cline,

*"Providing for the movement of people and goods and the delivery of state services"*



**A-73 Final MOU Transmittal with Final MOU  
(Page 2 of 7)**



57179  
Glenn Bragaw Interchange

UTILITY NAME:  
ENSTAR Natural Gas Company,  
A division of SEMCO Energy, Inc.

**Glenn Bragaw Interchange  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), entered into this 20<sup>th</sup> day of OCTOBER, 2006, by and between the State of Alaska Department of Transportation and Public Facilities, hereinafter referred to as the Department, and ENSTAR Natural Gas Company, a Division of SEMCO Energy, Inc., hereinafter referred to as the Utility,

**MUTUALLY UNDERSTAND**

The Department has determined the need for a highway grade-separated interchange at the intersection of the Glenn Highway and Bragaw Street, located in Anchorage Grid 1235 NE ¼ of Section 16 and Anchorage Grid 1236 NW ¼ of Section 15, Township 13 north, Range 3 west, Seward Meridian, Alaska, hereinafter referred to as the Project; and

The Department will advertise for bids for the design and construction of the Project, using the design-build method of Project development with a Request for Proposals (RFP). The successful contract bidder, hereinafter referred to as the Design-Builder, shall complete the design and construct the Project; and

The Department is engaged in preparing preliminary Project plans, conducting some Project surveys, and assembling other background information for the Project. Preliminary investigations within and near the Project area have identified some Utility-owned facilities which may necessitate relocation, removal, adjustment, protection, or construction and which hereinafter shall be referred to as Utility Work ;and

This MOU establishes the basis for reimbursement through the Department for preliminary engineering activities by the Utility for a replacement-in-kind relocation in accordance with provisions of Alaska Statute (AS) 19.25.020 and Alaska Administrative Code (AAC) Title 17, Chapter 15, Title 3 Utility Relocation and Adjustment; and

The Department shall reimburse the Utility for preliminary engineering associated with the Project in accordance with the Department's audited utility rates. The Utility shall be eligible for reimbursement for its preliminary engineering activities associated with this Project from April 14, 2006 to the earlier of the date of award of the Project or cancellation of the Project. Preliminary engineering shall consist of coordinating with the Department; responding to Department requests for information on possibly affected utilities; preparing preliminary "one-line" diagrams of proposed utility relocations; and responding to prospective proposers during the RFP stage of the Project, which includes preparation of conceptual designs, preliminary schedules, cost estimates of proposed utility relocations and responding in a reasonable time frame to prospective proposers during the RFP stage of the Project, through a single point of contact with each prospective Design-Builder team.



Glenn Bragaw Interchange  
57179

ENSTAR Utility MOU October 10, 2006  
Page 1

**A-73 Final MOU Transmittal with Final MOU  
(Page 3 of 7)**

Further compensation to the Utility will be in accordance with agreements executed between the Utility and the Design-Builder. This shall include compensation of the Utility's time and expenses to negotiate the utility agreement, and any other requested preliminary engineering between the time of contract award and the execution of the utility agreement. After award of the design-build contract, the Design-Builder shall act in the Department's stead to negotiate and execute such agreements, and to compensate the Utility for Utility Work under the agreements; and

The Design-Builder shall negotiate with the Utility for the relocation, removal, adjustment or protection of the utility in conformance with the laws and regulations cited above. The Design-Builder will be responsible for preparing a specific and detailed utility agreement referred to as the Utility Agreement, for performing the required Utility Work. The Utility Agreement will identify specific Utility Work items, amount, schedule, and methods for compensation for the Utility Work, as well as a schedule for the Utility Work. In the event of a breakdown in negotiations or a dispute between the Design-Builder and the Utility, either the Utility or the Design-Builder can refer the dispute to the Department's Project Contracting Officer for resolution; and

The Department has the authority to order relocations, and the Utility has the right to be compensated for that Utility Work based on eligibility regulations under AS 19.25. It is expected that the Utility and the Design-Builder shall come to mutually agreeable terms for the Utility WORK in conformance with those regulations; and

The Design-Builder will compensate the Utility for its work under the negotiated Utility Agreement in accordance with the most current rate structure agreed to between the Utility and the Department. If this rate changes during the project, the most recent rates will be used; and

The Department will include provisions in the RFP stating that the Department has the ability to withhold portions of progress payments from the Design-Builder if it is determined that the Design-Builder is not reimbursing the Utility for the Utility Work or not in a timely manner as agreed upon in the Utility Agreement. The Department will use these withheld funds to compensate the Utility for the cost of the Utility Work if the Utility has not been compensated by the Design-Builder; and

The Design-Builder shall determine which utility work has been previously permitted, including existing non-permitted utilities that are determined to have relocation rights, and shall obtain additional permits or modifications of existing permits as may be required by the Design-Builder's or the Utility's final plans to cover the Utility Work in its final position. It is the Design-Builder's responsibility to coordinate between the Utility and the Department's utility section to provide the affected Utility with permit information and permit commitments that will be acceptable based on the requirements of AAC Title 17, and the Department's Pre-Construction and Utilities Manuals. The Department will review and have responsibility for final acceptance of the placement of the relocated facilities for the final utility permit; and

The Department will issue a utility permit based on the submissions of the Design-Builder, at the completion of the Utility Work, and the permit will contain the appropriate maintenance and other provisions as required by regulations under the AAC Title 17; and

This MOU, once executed, will be incorporated into the RFP and thus will become part of the Design-Builder's contract, and the Design-Builder will be required to abide by its requirements; and

The Utility and the Department will follow the procedures set forth below during the construction of the Project:

1. All Utility Work and all work incidental to the Utility Work shall be performed by the Utility,



Glenn Bragaw Interchange  
57179

ENSTAR Utility MOU October 10, 2006  
Page 2

**A-73 Final MOU Transmittal with Final MOU  
(Page 4 of 7)**

unless the Utility chooses to have the Design-Builder do a portion or all of the Utility Work, and this is mutually agreed upon in the Utility Agreement.

2. If the Utility chooses to have the Design-Builder perform the Utility Work, the Design-Builder shall provide to the Utility a copy of the contract with all subcontractors working on the Utility's facilities. The subcontractors' actions shall be the responsibility of the Design-Builder.
3. A signed Utility Agreement shall be on record with the Department prior to any exchange of funds for the performance of any Utility Work other than preliminary engineering reimbursement. The Utility Agreement shall be prepared by the Design-Builder and approved by the Utility and the Department following the regulations established under AAC Title 17, Chapter 15. The scope of work as described in the Utility Agreement shall describe the proposed utility relocation in comparative terms to an in-kind replica, including betterments and non-reimbursable work.
4. The Design-Builder shall notify the Utility in writing of the facilities in conflict determined by examining the Design-Builder's proposed design in conjunction with the Utility's standard constraints and practices for acceptable Utility locations, and shall schedule and meet as necessary with the Utility to review its design, construction, costs, coordination, and schedule concerns.
5. The Utility agrees to use all reasonable efforts to diligently prosecute its work, including the planning, design reviewing, constructing, coordination, inspection, and placing of new or relocated facilities in service, within a reasonable time and maintain the Design-Builder's schedule as outlined in the Utility Agreement. The Utility Agreement shall include a schedule for completion of the Utility Work based on the time to complete various segments of the proposed utility relocation and to transfer services from the old to the new system, allowing the existing system to be abandoned.
6. The Design-Builder and the Utility shall consult as necessary to decide whether an impact can be avoided by a relocation of the utility or by the Design-Builder changing its design, or by a combination of these actions. Both shall confer until each relocation is acceptable to all parties.
7. It is not anticipated that relocations will be necessary outside the right-of-way (ROW), and the parties shall make every effort to remain within existing ROW or easements. If the Utility and the Design-Builder decide that a utility relocation outside the ROW is required after the consultations undertaken in item 6 above, then the Design-Builder shall submit this proposed action to the Department for review. This proposal shall be accompanied by sufficient documentation supporting the need to acquire additional ROW for the proposed utility relocation. Any decision to relocate utilities outside the ROW must be made in consultation with the Department and must be made on a cost-effective and timely schedule basis. If the proposal is acceptable, the Department will use information and documentation supplied by the Design-Builder to complete the acquisition of the required ROW, all costs for delay associated with acquiring the additional ROW shall be borne by the Design-Builder, and not passed on to the Utility.
8. The Department will protect any of the Utility's vested rights after relocation of the Utility facilities to public ROW in cases where such facilities are currently on a Utility-owned easement. The Department shall issue no-cost utility permits with relocation rights to utilities relocated within the Department's ROW under terms of the Utility Agreement and any amendments to the Utility Agreement.



Glenn Bragaw Interchange  
57179

ENSTAR Utility MOU October 10, 2006  
Page 3

**A-73 Final MOU Transmittal with Final MOU  
(Page 5 of 7)**

unless the Utility chooses to have the Design-Builder do a portion or all of the Utility Work, and this is mutually agreed upon in the Utility Agreement.

2. If the Utility chooses to have the Design-Builder perform the Utility Work, the Design-Builder shall provide to the Utility a copy of the contract with all subcontractors working on the Utility's facilities. The subcontractors' actions shall be the responsibility of the Design-Builder.
3. A signed Utility Agreement shall be on record with the Department prior to any exchange of funds for the performance of any Utility Work other than preliminary engineering reimbursement. The Utility Agreement shall be prepared by the Design-Builder and approved by the Utility and the Department following the regulations established under AAC Title 17, Chapter 15. The scope of work as described in the Utility Agreement shall describe the proposed utility relocation in comparative terms to an in-kind replica, including betterments and non-reimbursable work.
4. The Design-Builder shall notify the Utility in writing of the facilities in conflict determined by examining the Design-Builder's proposed design in conjunction with the Utility's standard constraints and practices for acceptable Utility locations, and shall schedule and meet as necessary with the Utility to review its design, construction, costs, coordination, and schedule concerns.
5. The Utility agrees to use all reasonable efforts to diligently prosecute its work, including the planning, design reviewing, constructing, coordination, inspection, and placing of new or relocated facilities in service, within a reasonable time and maintain the Design-Builder's schedule as outlined in the Utility Agreement. The Utility Agreement shall include a schedule for completion of the Utility Work based on the time to complete various segments of the proposed utility relocation and to transfer services from the old to the new system, allowing the existing system to be abandoned.
6. The Design-Builder and the Utility shall consult as necessary to decide whether an impact can be avoided by a relocation of the utility or by the Design-Builder changing its design, or by a combination of these actions. Both shall confer until each relocation is acceptable to all parties.
7. It is not anticipated that relocations will be necessary outside the right-of-way (ROW), and the parties shall make every effort to remain within existing ROW or easements. If the Utility and the Design-Builder decide that a utility relocation outside the ROW is required after the consultations undertaken in item 6 above, then the Design-Builder shall submit this proposed action to the Department for review. This proposal shall be accompanied by sufficient documentation supporting the need to acquire additional ROW for the proposed utility relocation. Any decision to relocate utilities outside the ROW must be made in consultation with the Department and must be made on a cost-effective and timely schedule basis. If the proposal is acceptable, the Department will use information and documentation supplied by the Design-Builder to complete the acquisition of the required ROW, all costs for delay associated with acquiring the additional ROW shall be borne by the Design-Builder, and not passed on to the Utility.
8. The Department will protect any of the Utility's vested rights after relocation of the Utility facilities to public ROW in cases where such facilities are currently on a Utility-owned easement. The Department shall issue no-cost utility permits with relocation rights to utilities relocated within the Department's ROW under terms of the Utility Agreement and any amendments to the Utility Agreement.



Glenn Bragaw Interchange  
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**A-73 Final MOU Transmittal with Final MOU  
(Page 6 of 7)**

9. The Utility shall provide the necessary approved specifications and design standards to the Design-Builder for all Utility Work required by the Utility.
10. If the Design-Builder is performing the design for the Utility's facilities, the Utility shall have the opportunity to review and have approval authority of the design including the disposition of the Utility's facilities. If the Design-Builder's roadway and bridge design is revised so that it affects the Utility's facilities, the Utility will have the opportunity to review the design including the proposed disposition of the Utility's facilities. Unless otherwise stated in the utility agreement, the review process for utility construction plans and specifications produced by the Design-Builder shall be the same as other project plans and specifications with the exception of the Utility having the review and approval authority.
11. The Utility shall have the right to inspect all work affecting its facilities and may request changes in the Design-Builder's work procedures where safety and continuity of utility service are at risk.
12. The Design-Builder shall perform the following work to support the Utility's facilities.
  - (a) Support, protect, and maintain in place, permanent and temporary utility facilities in accordance with approved plans and specifications. The Utility has the right to advise the Design-Builder promptly of any work that does not meet the Utility's requirements or standards
  - (b) Take appropriate precautionary measures to avoid damage to the Utility's facilities during construction. Any damage that may occur shall be reported immediately to the Utility's representative.
13. Material changes to the Utility Work set forth in the executed Utility Agreement shall require an amendment to the Utility Agreement that states the nature of the changes, the method of compensation and the amount of additional time allowed for the Utility. All parties shall execute amendments to the Utility Agreement.

Notices and communications concerning this MOU shall be addressed to:

Alaska Department of Transportation  
& Public Facilities  
Contact: Ken Morton  
Telephone: 907-269-0686  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Mailing Address: PO Box 196900  
Anchorage, Alaska 99519-6900  
Delivery Address: 4111 Aviation Ave.  
Anchorage Alaska

ENSTAR Natural Gas Company  
A DIVISION OF SEMCO ENERGY INC.  
Contact: John J. Lau  
Telephone: 261-3736  
Fax: 907-562-0053  
Email: [john.lau@enstarnaturalgas.com](mailto:john.lau@enstarnaturalgas.com)  
Mailing Address: PO Box 190288  
Anchorage, Alaska 99519-0288  
Delivery Address: 3000 Spenard Rd  
Anchorage, AK

Or their designees; notices and communications regarding the forthcoming Utility Agreement shall be as set forth in that agreement; and

The Department has determined that payment for Utility Work on public ROW is not in violation of the laws of the State of Alaska or any legal contract with the Utility; and



Glenn Bragaw Interchange  
57179

ENSTAR Utility MOU October 10, 2006  
Page 4

**A-73 Final MOU Transmittal with Final MOU  
(Page 7 of 7)**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below:

DATED: October 13, 2006

BY: [Signature]

Kenneth M. Morton P.E.  
Utility Section Chief  
Alaska Department of Transportation  
and Public Facilities

DATED: 10/20/06

BY: John Lau

Title: Director Trans. Operations

[Signature]



Glenn Bragaw Interchange  
57179

ENSTAR Utility MOU October 10, 2006  
Page 5

## A-79 PE Termination

April 24, 2007

RE: Project 57179  
Glenn Highway/Bragaw Street  
Interchange

### **P.E. Termination**

Joe Whittaker  
GCI Cable Inc.  
5151 Fairbanks St.  
Anchorage, AK 99503

Dear Mr. Whittaker:

On the Glenn/Bragaw Interchange project the Design Build Team of Wilder Construction, Inc. and DOWL Consultants has been selected as the successful bidder and has been issued the Intent to Award with final award pending final paperwork submittal. At the request of the DB team a utility coordination meeting has been requested, therefore the Department requests Preliminary Engineering authorized by letter of May 5, 2006 be closed and all expenses be final billed. All costs from this point forward will be at the expense of the DB Contractor.

Please establish a separate work order number to accumulate preliminary engineering, construction engineering and construction charges incurred in completing design and relocation for this project.

If you have any questions or require additional information, please contact Mike Stewart at 269-0646.

Sincerely,

Kenneth M. Morton P.E.,  
Chief  
Utilities Section

MPS/sls

Cc: Tom Dougherty, P.E. Project Manager  
Sean Holland, P.E. Project Manager  
Brian Shumacher, P.E. Project Engineer  
Janelle Cline, P.E., Agreement Writer

**A-80 Utility Agreement – Form 25D-250  
(Page 1 of 5)**

25D-250 (1/13)

Page 1 of \_

**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**UTILITY AGREEMENT**

**(WORK BY STATE OR UTILITY)**

Region: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

Project No.: \_\_\_\_\_ RSA No.: N/A

Utility Work Order No.: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_ hereinafter called the COMPANY.

**WITNESSETH:**

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as \_\_\_\_\_ from \_\_\_\_\_ to the \_\_\_\_\_ which shall require the adjustment, relocation or removal of the COMPANY's facilities along, over, under or within said DEPARTMENT facility such adjustment relocation or removal work to hereinafter be described as "relocation work", and

WHEREAS, the DEPARTMENT, under the provisions of AS 19.25.020(c), is authorized to reimburse the COMPANY for the costs of said relocation work, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said highway improvements and are in mutual agreement as to the scope of the relocation work to be performed, as described in the attached "Certificate of Finding", marked "Exhibit B";

NOW THEREFORE, in consideration of the mutual undertaking as herein recited, the DEPARTMENT and the COMPANY do hereby agree as follows:

**SECTION I. RELOCATION WORK TO BE ACCOMPLISHED**

A. The COMPANY and DEPARTMENT hereby agree to the relocation of the required facilities in accordance with the provisions set forth in the United States Code of Federal Regulations 23 CFR, Part 645, Subpart A Utility Relocations, Adjustments and Reimbursement, dated April 1, 1992, and any supplements and revisions thereto, which by reference are made a part thereof, and hereinafter called 23 CFR Part 645.



**A-80 Utility Agreement – Form 25D-250  
(Page 2 of 5)**

25D-250 (1/13)

Agreement No. \_\_\_\_\_  
Page 2 of \_

B. The plans and specifications of the relocation work to be performed, attached hereto as "Exhibit C" and "Exhibit D" and by reference made a part of this Agreement, are to be included in and made a part of any DEPARTMENT or COMPANY administered contract for accomplishing any part or all of said relocation work.

C. The betterments and/or additions for the COMPANY as specified in this Agreement and are part of the DEPARTMENT's contract will be accomplished in accordance with REIMBURSABLE SERVICE AGREEMENT (RSA) No. N/A attached hereto and by reference made a part of this agreement.

**SECTION II. METHODS OF RELOCATION**

It is in the best interest of the DEPARTMENT and the COMPANY for the said relocation work to be accomplished by the method(s) described and checked hereinafter:

- \_\_\_ (1) By force account with the COMPANY's regular construction or maintenance forces.
- \_\_\_ (2) By an approved and qualified contractor paid under a contract let by the COMPANY.
- \_\_\_ (3) By a contract let by the DEPARTMENT either as a utility contract or as an item in the general highway contract.

**SECTION III. COMPANY LIABILITY**

A. The COMPANY shall indemnify, defend and hold harmless the DEPARTMENT from liability resulting from injuries or damages sustained by any person or persons or property as a direct result of an act of commission or omission of the COMPANY in the performance of the relocation work undertaken by the COMPANY.

B. The COMPANY shall assume all legal liability which is related in any way to the presence, operation, or maintenance of said relocation facilities.

C. The COMPANY shall assume all direct and out-of-pocket costs incurred by the DEPARTMENT caused as a direct result of a failure of the COMPANY to perform the relocation work within the time required by this Utility Agreement unless due to causes beyond the control of the COMPANY.

**SECTION IV. UTILITY CONSTRUCTION PHASE**

A. The COMPANY will give the DEPARTMENT's Regional Utilities Engineer prior notice before commencing with the relocation work.

B. The relocation work will be performed in a workmanlike manner and in compliance with the provisions of the Utility Permit, this Agreement and applicable Federal, State and Local Statutes, Codes, and Regulations.

**A-80 Utility Agreement – Form 25D-250  
(Page 3 of 5)**

25D-250 (1/13)

Agreement No. \_\_\_\_\_  
Page 3 of \_

C. Both parties will allow duly authorized inspectors free access to all stages of the work and all disputes arising from such inspection will be settled by the Commissioner, or his delegated representative.

D. During the performance of the work being performed under the DEPARTMENT's general contract, the COMPANY or its authorized representative will make all construction orders or changes to the construction through the DEPARTMENT's Project Engineer. Any negotiated changes to the contract between the COMPANY and the Contractor will be made through the DEPARTMENT's Project Engineer.

E. All relocation work by the COMPANY will be completed on or before \_\_\_\_\_ 20\_ or within days by the above indicated METHOD OF RELOCATION, in accordance with the plans and specifications included in "Exhibit C" and "Exhibit D", subject to the following conditions beyond the control of the COMPANY which may adversely affect this date/time: \_\_\_\_\_.

**SECTION V. COSTS BY COMPANY**

A. The COMPANY will develop the relocation and/or engineering and inspection costs by the method described and checked hereafter:

- either \_\_\_ (1) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- or \_\_\_ (2) Actual and related indirect costs accumulated in accordance with an accounting procedure established by the COMPANY and approved by the DEPARTMENT.

B. The DEPARTMENT will receive fair and adequate credit for any salvage value, including scrap, which will accrue to the COMPANY as a result of said relocation work.

C. The costs of any betterments to the facilities being relocated not required to accommodate the DEPARTMENT's project construction and made at the election of the COMPANY will be borne by the COMPANY.

- (1) When the betterment is accomplished under the DEPARTMENT's general contract, the COMPANY will reimburse the DEPARTMENT in accordance with RSA No. N/A attached hereto and made a part of this Agreement.

D. Records of all reimbursable costs for labor services, materials and equipment incurred by the COMPANY will be available to the DEPARTMENT by the COMPANY, with separate records as to the costs of contract bid items and force account items. On Federal-aid projects, these records shall be in conformance with the requirements of 23 CFR Part 645A, Relocations, Adjustments and Reimbursement, and will be available for inspection by the appropriate Federal agency.

E. Records of all reimbursable costs for labor, materials, and equipment shall be retained for three years after the receipt of final payment in accordance with 23 CFR Part 17.5(c)(2), Recordkeeping and Retention Requirements for Federal-aid Highways, Records of State Highway Agencies.

**A-80 Utility Agreement – Form 25D-250  
(Page 4 of 5)**

25D-250 (1/13)

Agreement No. \_\_\_\_\_  
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**SECTION VI. REIMBURSEMENT**

The DEPARTMENT will reimburse the COMPANY upon the presentation of certified bills prepared in accordance with the requirements of 23 CFR 645 and the provisions of this Agreement. As shown in the attached Estimate, "Exhibit A", the estimated amount of reimbursement, after deduction for any credit due the DEPARTMENT, is \$

**SECTION VII. BILLINGS BY COMPANY**

Billings and payments will be made as follows:

**A. Preliminary Engineering Billings.**

1. When the COMPANY receives the Authority-to-Proceed (ATP) letter, all reimbursable Preliminary Engineering (PE) billings will be submitted to the Department within 90 days. PE Authority is cutoff when the Agreement is executed by the Department.

**B. Partial Billings.**

1. At the request of the COMPANY, the DEPARTMENT will accept Partial Billings. Such billings will show backup, including the Project, Agreement, and COMPANY assigned Work Order numbers, the Termini, and the dates covering the period that the billed work was performed.

2. Each Billing will contain a recapitulation showing the total cost to date, and the amount of previous billings.

**C. Final Billings.**

1. The COMPANY, upon completion of all its relocation work and/or upon notification by the DEPARTMENT that all relocation or improvement work performed by the DEPARTMENT is completed, will submit its Final Billing with appropriate backup as soon as practical and not later than 120 days.

2. The Final Billings shall show backup as required, including the Project, Agreement, and Utility Work Order numbers, the Termini, the dates on which the first and last billed item of expense occurred, and the location where the accounts and records may be audited.

**D. Certification**

All billings shall contain a statement prepared on the COMPANY's letterhead as follows:

"The Utility hereby certifies that the attached Billing No. \_\_\_\_ (Partial or Final) is a true and just statement of costs incurred by our Company in adjusting or relocating our facilities on the above referenced project during the period from \_\_\_\_\_ to \_\_\_\_\_, and that payment has not been received.

**A-80 Utility Agreement – Form 25D-250  
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Agreement No. \_\_\_\_\_  
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The Utility hereby certifies that the attached billing No. \_\_\_\_\_ (Partial or Final) complies with the Buy America provisions set forth in 23 US Code 313 and 23 Code of Federal Regulations, Part 635.410 and that material certifications will be retained for three years after the receipt of final payment.

CERTIFIED AS BEING CORRECT:

BY:  
TITLE:  
DATE: \_\_\_\_\_, 20\_\_ "

**E. Payment**

1. Payment of billings properly prepared, submitted and approved for payment will be made within 45 days.
2. Billings are subject to a retainage for disputed amounts until resolved.
3. The DEPARTMENT reserves the right to perform an audit.

**A-85 Federal Aviation Administration Utility Agreement – Form 25D-250 FAA  
(Page 1 of 5)**

25D-250 (3/14) FAA

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**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**UTILITY AGREEMENT  
(WORK BY STATE OR UTILITY)**

Region: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

Project No.: \_\_\_\_\_ RSA No.: \_\_\_\_\_

Utility Work Order No.: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the **DEPARTMENT**, and \_\_\_\_\_, hereinafter called the **COMPANY**.

WITNESSETH:

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as \_\_\_\_\_ which shall require the adjustment, relocation or removal of the COMPANY's facilities along, over, under or within said DEPARTMENT facility such adjustment relocation or removal work to hereinafter be described as "relocation work," and

WHEREAS, the DEPARTMENT, under the provisions of AS 02.15.104, is authorized to reimburse the COMPANY for the costs of said relocation work, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said airport improvements and are in mutual agreement as to the scope of the relocation work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B;"

NOW THEREFORE, in consideration of the mutual undertaking as herein recited, the DEPARTMENT and the COMPANY do hereby agree as follows:

**SECTION I. RELOCATION WORK TO BE ACCOMPLISHED**

A. The COMPANY and DEPARTMENT hereby agree to the relocation of the required facilities in accordance with the provisions set forth in the United State Department of Transportation, Federal Aviation Administration, Airport Improvement Program (AIP) Handbook, Order 5100.38, dated February 11, 1985, and any supplements and revisions there to, which by reference are made a part there of, and hereinafter called the AIP.

**A-85 Federal Aviation Administration Utility Agreement – Form 25D-250 FAA  
(Page 2 of 5)**

25D-250 (3/14) FAA

Agreement No.  
Page 2 of

B. The plans and specifications of the relocation work to be performed, attached hereto as Exhibit "C" and by reference made a part of this Agreement, are to be included in and made a part of any DEPARTMENT or COMPANY administered contract for accomplishing any part or all of said relocation work.

C. The betterments and/or additions for the COMPANY as specified in this Agreement and are part of the DEPARTMENT's contract will be accomplished in accordance with REIMBURSABLE SERVICE AGREEMENT (RSA) No. \_\_\_\_\_ attached hereto and by reference made a part of this agreement.

**SECTION II. METHODS OF RELOCATION**

It is in the best interest of the DEPARTMENT and the COMPANY for the said relocation work to be accomplished by the method(s) described and checked hereinafter:

- \_\_\_\_ (1) By force account with the COMPANY's regular construction or maintenance forces.
- \_\_\_\_ (2) By an approved and qualified contractor paid under a contract let by the COMPANY.
- \_\_\_\_\_ (3) By a contract let by the DEPARTMENT either as a utility contract or as an item in the general airport contract.

**SECTION III. COMPANY LIABILITY**

A. The COMPANY shall indemnify, defend and save harmless and exonerate the DEPARTMENT from liability resulting from injuries or damages sustained by any person or persons or property as a direct result of an act of commission or omission of the COMPANY in the performance of the relocation work undertaken by the COMPANY and not caused or contributed to in any way by the DEPARTMENT.

B. The COMPANY shall assume all legal liability as determined in a court of competent jurisdiction which is related in any way to the presence, operation, or maintenance of said relocation facilities.

C. The COMPANY shall assume all direct and out-of-pocket costs incurred by the DEPARTMENT caused as a direct result of a failure of the COMPANY to perform the relocation work within the time required by this Utility Agreement unless due to causes beyond the control of the COMPANY.

**A-85 Federal Aviation Administration Utility Agreement – Form 25D-250 FAA  
(Page 3 of 5)**

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Agreement No.  
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**SECTION IV. UTILITY CONSTRUCTION PHASE**

A. The COMPANY will give the DEPARTMENT's Regional Utilities Engineer prior notice before commencing with the relocation work.

B. The relocation work will be performed in a workmanlike manner and in compliance with the provisions of the Utility Permit, this Agreement and applicable Federal, State and Local Statutes, Codes, and Regulations.

C. Both parties will allow duly authorized inspectors free access to all stages of the work and all disputes arising from such inspection will be settled by the Commissioner, or his delegated representative.

D. During the performance of the work being performed under the DEPARTMENT's general contract, the COMPANY or its authorized representative will make all construction orders or changes to the construction through the DEPARTMENT's Project Engineer. Any negotiated changes to the contract between the COMPANY and the Contractor will be made through the DEPARTMENT's Project Engineer.

E. All relocation work by the COMPANY will be completed on or before \_\_\_\_ 20\_\_ or within days by the above indicated METHOD OF RELOCATION, in accordance with the plans and specifications included in "Exhibit C" subject to the following conditions beyond the control of the COMPANY which may adversely affect this date/time:  
\_\_\_\_\_.

**SECTION V. COSTS BY COMPANY**

A. The COMPANY will develop the relocation and/or engineering and inspection costs by the method described and checked hereafter:

either \_\_\_(1) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

or \_\_\_(2) Actual and related indirect costs accumulated in accordance with an accounting procedure established by the COMPANY and approved by the DEPARTMENT.

B. The DEPARTMENT will receive fair and adequate credit for any salvage value, including scrap, which will accrue to the COMPANY as a result of said relocation work.

C. The costs of any betterments to the facilities being relocated not required to accommodate the DEPARTMENT's project construction and made at the election of the COMPANY will be borne by the COMPANY.

**A-85 Federal Aviation Administration Utility Agreement – Form 25D-250 FAA  
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Agreement No.  
Page 4 of

- (1) When the betterment is accomplished under the DEPARTMENT's general contract, the COMPANY will reimburse the DEPARTMENT in accordance with RSA No. attached hereto and made a part of this Agreement.

D. Records of all reimbursable costs for labor services, materials and equipment incurred by the COMPANY will be available to the DEPARTMENT by the COMPANY, with separate records as to the costs of contract bid items and force account items. On Federal-aid projects, these records shall be in conformance with the requirements of 49 CFR, Part 18, OMB Circular A87, the Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments and FAA AC 150/5100-10, Accounting Records Guide for Airport and Program Sponsors and will be available for inspection by the appropriate Federal agency.

E. Records of all reimbursable costs for labor, materials, and equipment shall be retained for three years after the receipt of final payment in accordance with 49 CFR, Part 18, Retention and Access Requirements for Records.

**SECTION VI. REIMBURSEMENT**

The DEPARTMENT will reimburse the COMPANY upon the presentation of certified bills prepared in accordance with the requirements of the AIP and the provisions of this Agreement. As shown in the attached Estimate, "Exhibit A", the estimated amount of reimbursement, after deduction for any credit due the DEPARTMENT, is \$\_\_\_\_\_.

**SECTION VII. BILLINGS BY COMPANY**

Billings and payments will be made as follows:

A. Partial Billings.

1. At the request of the COMPANY, the DEPARTMENT will accept Partial Billings. Such billings will show backup, including the Project, Agreement, and COMPANY assigned Work Order numbers, the Project Name, and the dates covering the period that the billed work was performed.

2. Each Billing will contain a recapitulation showing the total cost to date, and the amount of previous billings.



**A-85 Federal Aviation Administration Utility Agreement – Form 25D-250 FAA  
(Page 5 of 5)**

25D-250 (3/14) FAA

Agreement No.  
Page 5 of

B. Final Billings.

1. The COMPANY, upon completion of all its relocation work and/or upon notification by the DEPARTMENT that all relocation or improvement work performed by the DEPARTMENT is completed, will submit its Final Billing with appropriate backup as soon as practical and not later than 120 days.

2. The Final Billings shall show backup as required, including the Project, Agreement, and Utility Work Order numbers, the Project Name, the dates on which the first and last billed item of expense occurred, and the location where the accounts and records may be audited.

C. Certification

All billings shall contain a statement prepared on the COMPANY's letterhead as follows:|

"The Utility hereby certifies that the attached Billing No. \_\_\_\_ (Partial or Final) is a true and just statement of costs incurred by our Company in adjusting or relocating our facilities on the above referenced project during the period from \_\_\_\_\_ to \_\_\_\_\_, and that payment has not been received.

CERTIFIED AS BEING CORRECT:  
BY:  
TITLE:  
DATE: \_\_\_\_\_, 20\_\_"

D. Payment

1. Payment of billings properly prepared, submitted, and approved for payment will be made within 45 days.

2. Billings are subject to a retainage for disputed amounts until resolved.

3. The DEPARTMENT reserves the right to perform an audit.

**A-90 Line Extension Agreement – Form 25D-251  
(Page 1 of 3)**

25D-251 (6/93)

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STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

UTILITY AGREEMENT

(LINE EXTENSION AGREEMENT)  
(WORK BY COMPANY FOR STATE)

Region: CENTRAL Agreement No.: \_\_\_\_\_

Project No.: \_\_\_\_\_ Utility Work Order No.: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ which shall require the extension of the COMPANY's utility distribution lines in order to furnish service to said DEPARTMENT facility such work to hereinafter be described as "line extension work," and

WHEREAS, the DEPARTMENT, under the provisions of 3 AAC 52.455, 17 AAC 15.441 and the terms of the COMPANY's tariff, is required to reimburse the COMPANY for the costs of said line extension work, and

WHEREAS, the DEPARTMENT and the COMPANY are in mutual agreement as to the scope of the line extension work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B;"

NOW THEREFORE, in consideration of the mutual undertaking, promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

A. The COMPANY will furnish all necessary materials and services and construct the line extension facilities in accordance with the plans and specifications attached hereto as "Exhibit C", and by reference made a part of this agreement.

**A-90 Line Extension Agreement – Form 25D-251  
(Page 2 of 3)**

25D-251 (6/93)

Agreement No. \_\_\_\_\_

Page 2 of \_\_\_\_\_

B. The DEPARTMENT will reimburse the COMPANY for actual labor, equipment, material and overhead costs required to construct the line extension as outlined in "Exhibit A". The total estimated amount of the DEPARTMENT'S costs for the line extension construction as outlined here is \$ \_\_\_\_\_.

C. The administration of the construction of the line extension facilities shall be the prerogative and responsibility of the COMPANY. The DEPARTMENT, or its authorized representative, may inspect and obtain appropriate field data during construction of the line extension facilities.

D. All line extension work by the COMPANY will be completed on or before \_\_\_\_\_ 20\_\_ or within \_\_\_ days in accordance with the plans and specifications included in "Exhibit C" subject to the following conditions beyond the control of the COMPANY which may adversely affect this date or time:

---

E. The COMPANY warrants that the line extension work and materials shall be of workmanlike quality and shall be in conformity with the National Electrical Safety Code.

F. The COMPANY is allowed to locate its line extension facilities upon the DEPARTMENT'S rights-of-way and lands, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in any way to the presence, operation and/or maintenance of said facilities.

G. The DEPARTMENT shall indemnify and hold the COMPANY harmless from any and all claims or demands which may be made upon the COMPANY by third persons arising out of the COMPANY'S construction of the line extension facility, except for that portion of the line extension which occupies DEPARTMENT rights-of-way and lands under a utility permit.

H. The DEPARTMENT will reimburse the company within 60 days after receipt of a final billing from the COMPANY for the line extension construction and incidentals covered under this agreement. Such billing will include the Project, Agreement, and Utility Work Order numbers, the Termini and the cost breakdown as outlined in "Exhibit A".

**A-90 Line Extension Agreement – Form 25D-251  
(Page 3 of 3)**

25D-251 (6/93)

Agreement No. \_\_\_\_\_

Page 3 of \_\_\_\_

I. Records of all reimbursable costs for labor services, materials and equipment incurred by the COMPANY will be available to the DEPARTMENT by the COMPANY, with separate records as to the costs of contract bid items and force account items. On Federal-aid projects, these records shall be in conformance with the requirements of 23 CFR Part 645A, Relocations, Adjustments, and Reimbursement, and will be available for inspection by the Department's auditors.

J. Records of all reimbursable costs for labor, materials, and equipment shall be retained by the COMPANY for three years after the receipt of final payment in accordance with 23 CFR Part 17, Recordkeeping and Retention Requirements for Federal-aid Highways, Records of State Highway Agencies.

K. The COMPANY will refund the costs paid by the DEPARTMENT for the construction of the line extension facility in accordance with the refund provisions of the COMPANY's tariff as approved by the Alaska Public Utilities Commission (APUC) if additional qualifying permanent structures are served from the extension.

L. The DEPARTMENT and the COMPANY agree to enter into a separate power usage agreement that will provide electrical rates and billing schedules.

**A-93 Pre-Paid Line Extension Agreement – Form 25D-251A  
(Page 1 of 2)**

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**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**UTILITY AGREEMENT**

**(PREPAID LINE EXTENSION AGREEMENT)  
(WORK BY COMPANY FOR STATE)**

Region:

Agreement No.:

Project No.:

Utility Work Order No.:

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as the \_\_\_\_\_, which shall require the extension of the COMPANY's utility distribution lines in order to furnish service to said DEPARTMENT facility such work to hereinafter be described as "line extension work," and

WHEREAS, the DEPARTMENT, under the provisions of 3 AAC 52.455, 17 AAC 15.441 and the terms of the COMPANY's tariff, is required to reimburse the COMPANY for the costs of said line extension work, and

WHEREAS, the DEPARTMENT and the COMPANY are in mutual agreement as to the scope of the line extension work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B;"

NOW THEREFORE, in consideration of the mutual undertaking, promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

A. The COMPANY will furnish all necessary materials and services and construct the line extension facilities in accordance with the plans and specifications attached hereto as "Exhibit C", and by reference made a part of this agreement.

B. The DEPARTMENT will reimburse the COMPANY the amount of \_\_\_\_\_ as shown in the attached detailed estimate "Exhibit A" upon execution of this agreement. Said reimbursement shall be an advance for construction for costs attributable to said utility line extension work. If the actual costs of the line extension work exceed the advance payment for construction, no charge in excess of the prepaid amount plus ten percent (10%) will be reimbursed to the COMPANY unless such additional charges are the result of additional construction work requested or caused by the DEPARTMENT subsequent to the initial payment. If the actual costs of construction are less than the



**A-93 Pre-Paid Line Extension Agreement – Form 25D-251A  
(Page 2 of 2)**

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Agreement No.  
Page 2 of 2

prepaid amount, the DEPARTMENT will be charged the lesser amount and the difference between the actual cost of construction and the advance payment will be refunded to the DEPARTMENT.

C. The administration of the construction of the line extension facilities shall be the prerogative and responsibility of the COMPANY. The DEPARTMENT, or its authorized representative, may inspect and obtain appropriate field data during construction of the line extension facilities.

D. All line extension work by the COMPANY will be completed on or before \*\* 20 or within \_\_\_ days in accordance with the plans and specifications included in "Exhibit C" subject to the following conditions beyond the control of the COMPANY which may adversely affect this date or time:

E. The COMPANY warrants that the line extension work and materials shall be of workmanlike quality and shall be in conformity with the National Electrical Safety Code.

F. The COMPANY is allowed to locate its line extension facilities upon the DEPARTMENT's rights-of-way and lands, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in any way to the presence, operation and/or maintenance of said facilities.

G. The DEPARTMENT will reimburse the company within 60 days after receipt of a final billing from the COMPANY for the line extension construction and incidentals covered under this agreement. Such billing will include the Project, Agreement, and Utility Work Order numbers, the Termini and the cost breakdown as outlined in "Exhibit A".

H. Records of all reimbursable costs for labor services, materials and equipment incurred by the COMPANY will be available to the DEPARTMENT by the COMPANY, with separate records as to the costs of contract bid items and force account items. On Federal-aid projects, these records shall be in conformance with the requirements of 23 CFR Part 645A, Utility Relocations, Adjustments, and Reimbursement, and will be available for inspection by the DEPARTMENT's auditors.

I. Records of all reimbursable costs for labor, materials, and equipment shall be retained by the COMPANY for three years after the receipt of final payment in accordance with 23 CFR 645.117, Cost Development and Reimbursement.]

J. The COMPANY will refund the costs paid by the DEPARTMENT for the construction of the line extension facility in accordance with the refund provisions of the COMPANY's tariff as approved by the Regulatory Commission of Alaska (RCA) if additional qualifying permanent structures are served from the extension.

K. The DEPARTMENT and the COMPANY agree to enter into a separate power usage agreement that will provide electrical rates and billing schedules.

**A-96 Lump Sum Line Extension Agreement – Form 25D-251B  
(Page 1 of 3)**

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STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

UTILITY AGREEMENT

(LUMP SUM LINE EXTENSION AGREEMENT)  
(WORK BY COMPANY FOR STATE)

Region: CENTRAL

Agreement No.:

Project No.: \_\_\_\_\_

Utility Work Order No.:

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as from \_\_\_\_\_ to \_\_\_\_\_

which shall require the extension of the COMPANY's utility distribution lines in order to furnish service to said DEPARTMENT facility such work to hereinafter be described as "line extension work," and

WHEREAS, the DEPARTMENT, under the provisions of 3 AAC 52.455, 17 AAC 15.441 and the terms of the COMPANY's tariff, is required to reimburse the COMPANY for the costs of said line extension work, and

WHEREAS, the DEPARTMENT and the COMPANY are in mutual agreement as to the scope of the line extension work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B;"

NOW THEREFORE, in consideration of the mutual undertaking, promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

A. The COMPANY will furnish all necessary materials and services and construct the line extension facilities in accordance with the plans and specifications attached hereto as "Exhibit C", and by reference made a part of this agreement.

**A-96 Lump Sum Line Extension Agreement – Form 25D-251B  
(Page 2 of 3)**

25D-251B (6/93)

Agreement No.

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B. The COMPANY will develop a detailed estimate of the costs of all labor, services, materials and equipment to accomplish the relocation work as specified in "Exhibit B".

C. The DEPARTMENT may perform a pre-award evaluation audit.

D. The DEPARTMENT will reimburse the COMPANY the lump sum amount of \$\_\_\_\_\_ as shown in the attached detailed estimate "Exhibit A" upon satisfactory completion of work in accordance with this agreement, and that said reimbursement shall be full compensation for all costs duly attributable to said utility line extension work.

E. The administration of the construction of the line extension facilities shall be the prerogative and responsibility of the COMPANY. The DEPARTMENT, or its authorized representative, may inspect and obtain appropriate field data during construction of the line extension facilities.

F. All line extension work by the COMPANY will be completed on or before \_\_\_\_\_ 19\_\_\_\_ or within \_\_\_\_\_ days in accordance with the plans and specifications included in "Exhibit C" subject to the following conditions beyond the control of the COMPANY which may adversely affect this date or time:

G. The COMPANY warrants that the line extension work and materials shall be of workmanlike quality and shall be in conformity with the National Electrical Safety Code.

H. The COMPANY is allowed to locate its line extension facilities upon the DEPARTMENT's rights-of-way and lands, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in any way to the presence, operation and/or maintenance of said facilities.

I. The DEPARTMENT shall indemnify and hold the COMPANY harmless from any and all claims or demands which may be made upon the COMPANY by third persons arising out of the COMPANY's construction of the line extension facility, except for that portion of the line extension which occupies DEPARTMENT rights-of-way and lands under a utility permit.

J. The COMPANY upon completion of all relocation work, will submit its Lump Sum Billing as soon as practical and not later than 120 days in an original and one (1) copy. The billing shall show the Project and Agreement numbers, the Termini, the dates on which the first and last work occurred.



**A-96 Lump Sum Line Extension Agreement – Form 25D-251B  
(Page 3 of 3)**

25D-251B (6/93)

Agreement No.

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K. The COMPANY will refund the costs paid by the DEPARTMENT for the construction of the line extension facility in accordance with the refund provisions of the COMPANY's tariff as approved by the Alaska Public Utilities Commission (APUC) if additional qualifying permanent structures are served from the extension.

L. The DEPARTMENT and the COMPANY agree to enter into a separate power usage agreement that will provide electrical rates and billing schedules.

**A-99 Utility Reimbursable Services Agreement (URSA) – Form 25D-252  
(Page 1 of 2)**

25D-252 (6/93)

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STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
  
UTILITY AGREEMENT  
  
REIMBURSABLE SERVICES AGREEMENT  
(WORK BY STATE FOR COMPANY)

Region: **CENTRAL**

Agreement No.:

Project No.: \_\_\_\_\_

RSA No:

Utility Work Order No.:

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

**WITNESSETH:**

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as from \_\_\_\_\_ to

WHEREAS, the COMPANY has requested that the DEPARTMENT incorporate into its facility design and specifications \_\_\_\_\_, and

WHEREAS, the benefits to the COMPANY will impose additional construction and incidental costs upon the DEPARTMENT, and

WHEREAS, it is the intention of both parties that the additional costs of the construction and all incidental items as shown on "Exhibit A" to the benefit of the COMPANY, shall be borne by the COMPANY, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said improvements for the COMPANY and are mutual agreement as to the scope of work to be performed, as described in the attached "Certificate of Finding", marked "Exhibit B".

NOW THEREFORE, in consideration of the mutual undertaking promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

A. The DEPARTMENT will incorporate as part of the design plans and specifications the adjustments, relocation, removal, betterments and/or additions as requested by the COMPANY in the final design of the DEPARTMENT's project as shown in "Exhibit C".

**A-99 Utility Reimbursable Services Agreement (URSA) – Form 25D-252  
(Page 2 of 2)**

25D-252 (6/93)

Agreement No. \_\_\_\_\_

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B. The COMPANY will participate in the costs of the construction and incidental items as outlined in "Exhibit A". The COMPANY's cost will be billed using the successful bidder's Unit Prices established in the project contract.

C. The COMPANY will participate in the DEPARTMENT's preliminary engineering (PE) and contract administration (CE) costs relative to the REIMBURSABLE SERVICE AGREEMENT (RSA) work outlined herein to incorporate the COMPANY's requested betterments and/or additions into the DEPARTMENT's contract by one of the following methods:

- \_\_\_\_\_ (1) Actual DEPARTMENT labor costs with additives.
- \_\_\_\_\_ (2) A fixed percentage rate of \_\_\_\_\_ for (PE).  
\_\_\_\_\_ for (CE).
- \_\_\_\_\_ (3) A lump sum amount of \$ \_\_\_\_\_ for (PE).  
\$ \_\_\_\_\_ for (CE).

The total estimated amount of the COMPANY's cost participation for the construction and incidentals as outlined herein is \$ \_\_\_\_\_.

D. The COMPANY will reimburse the DEPARTMENT within sixty (60) days after receipt of a billing from the DEPARTMENT for that portion of the system construction and incidentals covered under this agreement. Such billing will include the Project, Agreement, and Utility Work Order numbers, the Termini and the cost breakdown as outlined in "Exhibit A". Each billing will contain a recapitulation showing the total cost to date, and the amount of previous billings. Partial billings may be submitted to the COMPANY for the work as completed.

E. The administration of the construction of the facilities shall be the prerogative and responsibility of the DEPARTMENT. The COMPANY, or its authorized representative, may inspect and obtain appropriate field data to insure proper compliance with COMPANY requirements during construction of the facilities, and secure data for further reference.

F. During the performance of the work, the COMPANY or its authorized representative will make all construction orders or changes to the contract through the DEPARTMENT's Project Engineer. Any negotiated changes to the contract between the COMPANY and the Contractor will be made through the DEPARTMENT's Project Engineer.

G. The COMPANY is allowed to relocate/locate its facilities upon the highway right-of-way, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in any way to the presence, operation and/or maintenance of said facilities.

**A-101 FAA Utility Reimbursable Services Agreement (URSA) – Form 25D-252 FAA  
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25D-252 (6/93) FAA

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STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

UTILITY AGREEMENT

REIMBURSABLE SERVICES AGREEMENT  
(WORK BY STATE FOR COMPANY)

Region: CENTRAL

Agreement No.:

Project No.: \_\_\_\_\_

RSA No:

Utility Work Order No.:

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as from to

WHEREAS, the COMPANY has requested that the DEPARTMENT incorporate into its facility design and specifications \_\_\_\_\_, and

WHEREAS, the benefits to the COMPANY will impose additional construction and incidental costs upon the DEPARTMENT, and

WHEREAS, it is the intention of both parties that the additional costs of the construction and all incidental items as shown on "Exhibit A" to the benefit of the COMPANY, shall be borne by the COMPANY, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said improvements for the COMPANY and are mutual agreement as to the scope of work to be performed, as described in the attached "Certificate of Finding", marked "Exhibit B".

NOW THEREFORE, in consideration of the mutual undertaking promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

**A-101 FAA Utility Reimbursable Services Agreement (URSA) – Form 25D-252 FAA  
(Page 2 of 3)**

25D-252 (6/93)

Agreement No. \_\_\_\_\_

Page 2 of \_\_\_\_\_

A. The DEPARTMENT will incorporate as part of the design plans and specifications the adjustments, relocation, removal, betterments and/or additions as requested by the COMPANY in the final design of the DEPARTMENT's project as shown in "Exhibit C".

B. The COMPANY will participate in the costs of the construction and incidental items as outlined in "Exhibit A". The COMPANY's cost will be billed using the successful bidder's Unit Prices established in the project contract.

C. The COMPANY will participate in the DEPARTMENT's preliminary engineering (PE) and contract administration (CE) costs relative to the REIMBURSABLE SERVICE AGREEMENT (RSA) work outlined herein to incorporate the COMPANY's requested betterments and/or additions into the DEPARTMENT's contract by one of the following methods:

- \_\_\_\_\_ (1) Actual DEPARTMENT labor costs with additives.
- \_\_\_\_\_ (2) A fixed percentage rate of \_\_\_\_\_ for (PE).  
\_\_\_\_\_ for (CE).
- \_\_\_\_\_ (3) A lump sum amount of \$ \_\_\_\_\_ for (PE).  
\$ \_\_\_\_\_ for (CE).

The total estimated amount of the COMPANY's cost participation for the construction and incidentals as outlined herein is \$ \_\_\_\_\_.

D. The COMPANY will reimburse the DEPARTMENT within sixty (60) days after receipt of a billing from the DEPARTMENT for that portion of the system construction and incidentals covered under this agreement. Such billing will include the Project, Agreement, and Utility Work Order numbers, the Termini and the cost breakdown as outlined in "Exhibit A". Each billing will contain a recapitulation showing the total cost to date, and the amount of previous billings. Partial billings may be submitted to the COMPANY for the work as completed.

E. The administration of the construction of the facilities shall be the prerogative and responsibility of the DEPARTMENT. The COMPANY, or its authorized representative, may inspect and obtain appropriate field data to insure proper compliance with COMPANY requirements during construction of the facilities, and secure data for further reference.

F. During the performance of the work, the COMPANY or its authorized representative will make all construction orders or changes to the contract through the DEPARTMENT's Project Engineer. Any negotiated changes to the contract between the COMPANY and the Contractor will be made through the DEPARTMENT's Project Engineer.

**A-101 FAA Utility Reimbursable Services Agreement (URSA) – Form 25D-252 FAA  
(Page 3 of 3)**

25D-252 (6/93)

Agreement No.

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G. The COMPANY is allowed to relocate/locate its facilities upon the highway right-of-way, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in any way to the presence, operation and/or maintenance of said facilities.

**A-104 Reimbursable Services Agreement Addendum to Standard US – Form 25D-252A  
(Page 1 of 2)**

25D-252A (3/88)

Agreement No.

Page 1 of

Reimbursable Services Agreement (RSA) No.:  
(WORK BY STATE FOR COMPANY)

**WITNESSETH:**

WHEREAS, the COMPANY has requested that the DEPARTMENT incorporate into its facility design and specifications and \_\_\_\_\_,

WHEREAS, the benefits to the COMPANY will impose additional construction and incidental costs upon the DEPARTMENT, and

WHEREAS, it is the intention of both parties that the additional costs of the construction and all incidental items as shown on "Exhibit A" to the benefit of the COMPANY, shall be borne by the COMPANY, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said improvements for the COMPANY and are mutual agreement as to the scope of work to be performed, as described in the attached "Certificate of Finding", marked "Exhibit B".

NOW THEREFORE, in consideration of the mutual undertaking, promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

A. The DEPARTMENT will incorporate as part of the design plans and specifications the adjustments, relocation, removal, betterments and/or additions as requested by the COMPANY in the final design of the DEPARTMENT's project as shown in "Exhibit C".

B. The COMPANY will participate in the costs of the construction and incidental items as outlined in "Exhibit A". The COMPANY's cost will be billed using the successful bidder's Unit Prices established in the project contract.

C. The COMPANY will participate in the DEPARTMENT's preliminary engineering (PE) and contract administration (CE) costs relative to the REIMBURSABLE SERVICE AGREEMENT (RSA) work outlined herein to incorporate the COMPANY's requested betterments and/or additions into the DEPARTMENT's contract by one of the following methods:

- \_\_\_\_\_ (1) Actual DEPARTMENT labor costs with additives.
- \_\_\_\_\_ (2) A fixed percentage rate of \_\_\_\_\_ for (PE).  
\_\_\_\_\_ for (CE).
- \_\_\_\_\_ (3) FHWA Approved ICAP rate of \_\_\_\_\_ applied to total costs of contract items, shared costs, P.E. and C.E. (rate recalculated annually)
- \_\_\_\_\_ (4) A lump sum amount of \$ \_\_\_\_\_ for (PE).  
\$ \_\_\_\_\_ for (CE).

The total estimated amount of the COMPANY's cost participation for the construction and incidentals as outlined herein is \$ \_\_\_\_\_.

**A-104 Reimbursable Services Agreement Addendum to Standard US – Form 25D-252A  
(Page 2 of 2)**

25D-252A (3/88)

Agreement No.

Page 2 of

D. The COMPANY will reimburse the DEPARTMENT within sixty (60) days after receipt of a billing from the DEPARTMENT for that portion of the system construction and incidentals covered under this agreement. Such billing will include the Project, Agreement, and Utility Work Order numbers, the Termini and the cost breakdown as outlined in "Exhibit A". Each billing will contain a recapitulation showing the total cost to date, and the amount of previous billings. Partial billings may be submitted to the COMPANY for the work as completed.

E. The administration of the construction of the facilities shall be the prerogative and responsibility of the DEPARTMENT. The COMPANY, or its authorized representative, may inspect and obtain appropriate field data to insure proper compliance with COMPANY requirements during construction of the facilities, and secure data for further reference.

F. During the performance of the work, the COMPANY or its authorized representative will make all construction orders or changes to the contract through the DEPARTMENT's Project Engineer. Any negotiated changes to the contract between the COMPANY and the Contractor will be made through the DEPARTMENT's Project Engineer.

G. The COMPANY is allowed to relocate/locate its facilities upon the highway right-of-way, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in way any to the presence, operation and/or maintenance of said facilities.



**A-106 Lump Sum Utility Agreement – Form 25D-253  
(Page 1 of 4)**

25D-253 (1/13)

**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**UTILITY AGREEMENT**

**(LUMP SUM)**

Region: \_\_\_\_\_ Agreement No.: \_\_\_\_\_  
Project No.: \_\_\_\_\_ RSA No.: \_\_\_\_\_  
Utility Work Order No.: \_\_\_\_\_

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

**WITNESSETH:**

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ which shall require the adjustment, relocation or removal of the COMPANY's facilities along, over, under or within said DEPARTMENT facility such adjustment relocation or removal work to hereinafter be described as "relocation work," and

WHEREAS, the DEPARTMENT under the provisions of AS 19.25.020(c), is authorized to reimburse the COMPANY for the costs of said relocation work, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said highway improvements and are in mutual agreement as to the scope of the relocation work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B;"

NOW THEREFORE, in consideration of the mutual undertaking as herein recited, the DEPARTMENT and the COMPANY do hereby agree as follows:

**SECTION I. RELOCATION WORK TO BE ACCOMPLISHED**

A. The COMPANY and DEPARTMENT hereby agree to the relocation of the required facilities in accordance with the provisions set forth in the United States Department of Transportation, Federal Highway Administration, Code of Federal Regulations 23 CFR, Part 645, Subpart A Utility Relocations, Adjustments and Reimbursement, dated April 1, 1992, and any supplements and revisions thereto, which by reference are made a part thereof, and hereinafter called 23 CFR Part 645.

**A-106 Lump Sum Utility Agreement – Form 25D-253  
(Page 2 of 4)**

25D-253 (1/13)

Agreement No.  
Page 2 of

B. The plans and specifications of the relocation work to be performed, attached hereto as "Exhibit C" and Exhibit D and by reference made a part of this Agreement, are to be included in and made a part of any DEPARTMENT or COMPANY administered contract for accomplishing any part or all of said relocation work.

**SECTION II. METHODS OF RELOCATION**

It is in the best interest of the DEPARTMENT and the COMPANY for the said relocation work to be accomplished by the method(s) described and checked hereinafter:

- \_\_\_ (1) By force account with the COMPANY's regular construction or maintenance forces.
- \_\_\_ (2) By an approved and qualified contractor paid under a contract let by the COMPANY.

**SECTION III. COMPANY LIABILITY**

A. The COMPANY shall indemnify, defend and save harmless and exonerate the DEPARTMENT from liability resulting from injuries or damages sustained by any person or persons or property as a direct result of an act of commission or omission of the COMPANY in the performance of the relocation work undertaken by the COMPANY and not caused or contributed to in any way by the DEPARTMENT.

B. The COMPANY shall assume all legal liability as determined in a court of competent jurisdiction which is related in any way to the presence, operation, or maintenance of said relocation facilities.

C. The COMPANY shall assume all direct and out-of-pocket costs incurred by the DEPARTMENT caused as a direct result of a failure of the COMPANY to perform the relocation work within the time required by this Utility Agreement unless due to causes beyond the control of the COMPANY.

**SECTION IV. UTILITY CONSTRUCTION PHASE**

A. The COMPANY will give the DEPARTMENT's Regional Utilities Engineer prior notice before commencing with the relocation work.

B. The relocation work will be performed in a workmanlike manner and in compliance with the provisions of the Utility Permit, this Agreement and applicable Federal, State and Local Statutes, Codes, and Regulations.

C. Both parties will allow duly authorized inspectors free access to all stages of the work and all disputes arising from such inspection will be settled by the Commissioner, or his delegated representative.

**A-106 Lump Sum Utility Agreement – Form 25D-253  
(Page 3 of 4)**

25D-253 (1/13)

Agreement No.  
Page 3 of

D. All relocation work by the COMPANY will be completed on or before \_\_\_\_\_, 20\_\_ or within \_\_\_ by the above indicated METHOD OF RELOCATION, in accordance with the plans and specifications included in "Exhibit C" and "Exhibit D" subject to the following conditions beyond the control of the COMPANY which may adversely affect this date/time:

**SECTION V. COSTS BY COMPANY**

A. The COMPANY will develop a detailed estimate of the costs of all labor, services, materials and equipment to accomplish the relocation work as specified in "Exhibit B".

B. The DEPARTMENT will receive fair and adequate credit for any salvage value, including scrap, which will accrue to the COMPANY as a result of said relocation work.

C. The costs of any upgrading of the facility being relocated not required to accommodate the DEPARTMENT's project construction and made at the election of the COMPANY will be borne by the COMPANY.

**SECTION VI. PRE-AUDIT**

The DEPARTMENT may perform a pre-award evaluation audit.

**SECTION VII. REIMBURSEMENT**

A. The DEPARTMENT will reimburse the COMPANY the LUMP SUM amount of \$\_\_\_\_\_ as shown in the attached detailed estimate "Exhibit A", upon satisfactory completion of all work in accordance with this agreement, and that said reimbursement shall be full compensation for all costs duly attributable to said relocation work.

B. The DEPARTMENT will reimburse the COMPANY for the costs of the relocation work upon the presentation of certified bills prepared in accordance with the requirements of the FHPM and the provisions of this agreement.

**SECTION VIII. BILLING BY COMPANY**

A. The COMPANY, upon completion of all relocation work, will submit its Lump Sum Billing as soon as practical and not later than 120 days in an original and one (1) copy.

B. The billing shall show the Project and Agreement numbers, the Termini the dates on which the first and last work occurred.

**A-106 Lump Sum Utility Agreement – Form 25D-253  
(Page 4 of 4)**

25D-253 (1/13)

Agreement No.  
Page 4 of

C. Certification

All billings shall contain a statement prepared on the COMPANY's letterhead as follows:

- (1) "The Utility hereby certifies that the attached Billing No. \_\_\_\_ (Partial or Final) is a true and just statement of costs incurred by our Company in adjusting or relocating our facilities on the above referenced project during the period from \_\_\_\_\_ to \_\_\_\_\_, and that payment has not been received.

And (2) "The Utility hereby certifies that the attached billing No. \_\_\_\_\_ (Partial or Final) complies with the Buy America provisions set forth in 23 US Code 313 and 23 Code of Federal Regulations, Part 635.410 and that material certifications will be retained for three years after the receipt of final payment."

CERTIFIED AS BEING CORRECT:

BY:

TITLE:

DATE: \_\_\_\_\_, 20\_\_"

**A-110 FAA Lump Sum Utility Agreement –Form 25D-253 FAA  
(Page 1 of 4)**

25D-253 (1/13) FAA

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**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**UTILITY AGREEMENT**

**(LUMP SUM)**

Region: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

Project No.: \_\_\_\_\_ RSA No.: \_\_\_\_\_

Utility Work Order No.: \_\_\_\_\_

This Agreement made and entered into this \_\_ day of \_\_\_\_\_ 20\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

**WITNESSETH:**

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the DEPARTMENT facility known as \_\_\_\_\_ from \_\_\_\_\_

to \_\_\_\_\_ which shall require the adjustment, relocation or removal of the COMPANY's facilities along, over, under or within said DEPARTMENT facility such adjustment relocation or removal work to hereinafter be described as "relocation work," and

WHEREAS, the DEPARTMENT under the provisions of AS 02.15.104, is authorized to reimburse the COMPANY for the costs of said relocation work, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said airport improvements and are in mutual agreement as to the scope of the relocation work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B;"

NOW THEREFORE, in consideration of the mutual undertaking as herein recited, the DEPARTMENT and the COMPANY do hereby agree as follows:

**SECTION I. RELOCATION WORK TO BE ACCOMPLISHED**

A. The COMPANY and DEPARTMENT hereby agree to the relocation of the required facilities in accordance with the provisions set forth in the United States Department of Transportation, Federal Aviation Administration, Airport Improvement Program (AIP) Handbook, Order 5100.38, dated February 11, 1985, and any supplements and revisions there to, which by reference are made a part there of, and hereinafter called the AIP.

**A-110 FAA Lump Sum Utility Agreement –Form 25D-253 FAA  
(Page 2 of 4)**

25D-253 (1/13) FAA

Agreement No.  
Page 2 of

B. The plans and specifications of the relocation work to be performed, attached hereto as Exhibit "C" and Exhibit "D" and by reference made a part of this Agreement, are to be included in and made a part of any DEPARTMENT or COMPANY administered contract for accomplishing any part or all of said relocation work.

**SECTION II. METHODS OF RELOCATION**

It is in the best interest of the DEPARTMENT and the COMPANY for the said relocation work to be accomplished by the method(s) described and checked hereinafter:

- \_\_\_ (1) By force account with the COMPANY's regular construction or maintenance forces.
- \_\_\_ (2) By an approved and qualified contractor paid under a contract let by the COMPANY.

**SECTION III. COMPANY LIABILITY**

A. The COMPANY shall indemnify, defend and save harmless and exonerate the DEPARTMENT from liability resulting from injuries or damages sustained by any person or persons or property as a direct result of an act of commission or omission of the COMPANY in the performance of the relocation work undertaken by the COMPANY, and not caused or contributed to in any way by the DEPARTMENT.

B. The COMPANY shall assume all legal liability as determined in a court of competent jurisdiction which is related in any way to the presence, operation, or maintenance of said relocation facilities.

C. The COMPANY shall assume all direct and out-of-pocket costs incurred by the DEPARTMENT caused as a direct result of a failure of the COMPANY to perform the relocation work within the time required by this Utility Agreement unless due to causes beyond the control of the COMPANY.

**SECTION IV. UTILITY CONSTRUCTION PHASE**

A. The COMPANY will give the DEPARTMENT's Regional Utilities Engineer prior notice before commencing with the relocation work.

B. The relocation work will be performed in a workmanlike manner and in compliance with the provisions of the Utility Permit, this Agreement and applicable Federal, State and Local Statutes, Codes, and Regulations.

**A-110 FAA Lump Sum Utility Agreement –Form 25D-253 FAA  
(Page 3 of 4)**

25D-253 (1/13) FAA

Agreement No.  
Page 3 of

C. Both parties will allow duly authorized inspectors free access to all stages of the work and all disputes arising from such inspection will be settled by the Commissioner, or his delegated representative.

D. All relocation work by the COMPANY will be completed on or before \_\_\_\_\_, 20\_\_ or within \_\_\_\_\_ by the above indicated METHOD OF RELOCATION, in accordance with the plans and specifications included in Exhibit "C" subject to the following conditions beyond the control of the COMPANY which may adversely affect this date/time:

**SECTION V. COSTS BY COMPANY**

A. The COMPANY will develop a detailed estimate of the costs of all labor, services, materials and equipment to accomplish the relocation work as specified in Exhibit "B".

B. The DEPARTMENT will receive fair and adequate credit for any salvage value, including scrap, which will accrue to the COMPANY as a result of said relocation work.

C. The costs of any betterments to the facilities being relocated not required to accommodate the DEPARTMENT's project construction and made at the election of the COMPANY will be borne by the COMPANY.

**SECTION VI. PRE-AUDIT**

The DEPARTMENT may perform a pre-award evaluation audit.

**SECTION VII. REIMBURSEMENT**

A. The DEPARTMENT will reimburse the COMPANY the LUMP SUM amount of \$\_\_\_\_\_ as shown in the attached detailed estimate Exhibit "A", upon satisfactory completion of all work in accordance with this Agreement, and that said reimbursement shall be full compensation for all costs duly attributable to said relocation work.

B. The DEPARTMENT will reimburse the COMPANY for the costs of the relocation work upon the presentation of certified bills prepared in accordance with the requirements of the AIP Order 5100.38 and the provisions of this Agreement.

**SECTION VIII. BILLING BY COMPANY**

A. The COMPANY, upon completion of all relocation work, will submit its Lump Sum Billing as soon as practical and not later than 120 days in an original and one (1) copy.

**A-110 FAA Lump Sum Utility Agreement –Form 25D-253 FAA  
(Page 4 of 4)**

25D-253 (1/13) FAA

Agreement No.  
Page 4 of

B. The billing shall show the Project and Agreement numbers, the Termini the dates on which the first and last work occurred.

C. Certification

All billings shall contain a statement prepared on the COMPANY's letterhead as follows:

- (1) "The Utility hereby certifies that the attached Billing No. \_\_\_\_ (Partial or Final) is a true and just statement of costs incurred by our Company in adjusting or relocating our facilities on the above referenced project during the period from \_\_\_\_\_ to \_\_\_\_\_, and that payment has not been received.

CERTIFIED AS BEING CORRECT:

BY:

TITLE:

DATE: \_\_\_\_\_, 20\_\_"



**A-114 Supplemental Utility Agreement – Form 25D-254  
(Page 1 of 2)**

25D-254 (6/93)

Page 1 of 2

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
  
SUPPLEMENTAL UTILITY AGREEMENT

Region: **CENTRAL**

Supplemental Agreement No.:

Project No.:

Utility Work Order No.:

Termini:

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, for reasons set forth in the attached Certificate of finding marked "Exhibit B" the DEPARTMENT and the COMPANY mutually agreed that the existing UTILITY AGREEMENT NO.: \_\_\_\_\_ should be supplemented as herein set forth; and

WHEREAS, the attached Plans, marked "Exhibit C", for the supplemental work have been reviewed by the DEPARTMENT and the COMPANY and they are in mutual agreement as to the scope of the relocation work;

NOW THEREFORE, in consideration of the mutual undertaking as herein recited, the DEPARTMENT and THE company do hereby agree as follows:

A. The COMPANY hereby agrees to relocate the required facilities in accordance with the new attached Certificate of Finding marked "Exhibit B" and Plans marked Exhibit "C".

B. The requirements of UTILITY AGREEMENT NO.: \_\_\_\_\_ dated \_\_\_\_\_ 19\_\_\_, are still effective, except as modified herein with respect to the scope of work and supplemental work costs.

**A-114 Supplemental Utility Agreement – Form 25D-254  
(Page 2 of 2)**

25D-254 (6/93)

Agreement No. \_\_\_\_\_

Page 2 of \_\_\_\_\_

C. It is in the best interest of the DEPARTMENT and the COMPANY for the said supplemental work to be performed by the method checked and described hereinafter:

- \_\_\_\_\_ (1) By force account with the COMPANY's regular construction or maintenance forces.
- \_\_\_\_\_ (2) By an approved and qualified contractor paid under a contract let by the COMPANY.
- \_\_\_\_\_ (3) By a contract let by the DEPARTMENT, either as a State Utility Contract or as an item in the general highway contract.

D. The costs of the Engineering, Construction Inspection and/or Construction Force Account, of this SUPPLEMENTAL UTILITY AGREEMENT after deduction therefrom for any credit due in accordance with Section V of the original UTILITY AGREEMENT NO.: \_\_\_\_\_, and the United States Code of Federal Regulations 23 CFR, Part 645, Subpart A Utility Relocations, Adjustments and Reimbursement, dated April 1, 1992, and any supplements or revisions thereof, are estimated to be \$\_\_\_\_\_, and the original Utility Agreements estimated is \$\_\_\_\_\_ resulting in a revised estimated increase of \$105,204.00.

**A-116 FAA Supplemental Utility Agreement – Form 25D-254 FAA  
(Page 1 of 2)**

25D-254 FAA (5/96)

Page 1 of

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
  
SUPPLEMENTAL UTILITY AGREEMENT

Region: CENTRAL

Supplemental Agreement No.:

Project No.: \_\_\_\_\_

Utility Work Order No.:

Termini:

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, for reasons set forth in the attached Certificate of finding marked "Exhibit "B" the DEPARTMENT and the COMPANY mutually agreed that the existing UTILITY AGREEMENT NO.: \_\_\_\_\_ should be supplemented as herein set forth; and

WHEREAS, the attached Plans, marked "Exhibit C", for the supplemental work have been reviewed by the DEPARTMENT and the COMPANY and they are in mutual agreement as to the scope of the relocation work;

NOW THEREFORE, in consideration of the mutual undertaking as herein recited, the DEPARTMENT and THE company do hereby agree as follows:

A. The COMPANY hereby agrees to relocate the required facilities in accordance with the new attached Certificate of Finding marked "Exhibit B" and Plans marked Exhibit "C".

B. The requirements of UTILITY AGREEMENT NO.: \_\_\_\_\_ dated \_\_\_\_\_ 19\_\_\_, are still effective, except as modified herein with respect to the scope of work and supplemental work costs.

**A-116 FAA Supplemental Utility Agreement – Form 25D-254 FAA  
(Page 2 of 2)**

25D-254 FAA (5/96)

Agreement No. \_\_\_\_\_

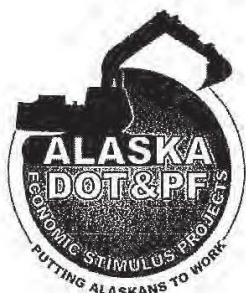
Page 2 of \_\_\_\_\_

C. It is in the best interest of the DEPARTMENT and the COMPANY for the said supplemental work to be performed by the method checked and described hereinafter:

- \_\_\_\_\_ (1) By force account with the COMPANY's regular construction or maintenance forces.
- \_\_\_\_\_ (2) By an approved and qualified contractor paid under a contract let by the COMPANY.
- \_\_\_\_\_ (3) By a contract let by the DEPARTMENT, either as a State Utility Contract or as an item in the general highway contract.

D. The costs of the Engineering, Construction Inspection and/or Construction Force Account, of this SUPPLEMENTAL UTILITY AGREEMENT after deduction therefrom for any credit due in accordance with Section V of the original UTILITY AGREEMENT NO.: \_\_\_\_\_, and the United States Department of Transportation, Federal Aviation Administration, Airport Improvement Program (AIP) Hand Book, Order 5100.38, dated February 11, 1985, and any supplements and revisions thereof, are estimated to be \$ \_\_\_\_\_, and the original Utility Agreements estimated is \$ \_\_\_\_\_ resulting in a revised estimated (decrease) (increase) of \$ \_\_\_\_\_.

**A-118 Sample Letter of Agreement  
(Page 1 of 2)**



March 20, 2009

RE: Project 51930  
Kodiak: Rezanof Drive Resurfacing  
Coast Guard Access Road to Marine Way

Letter of Agreement  
1-51930-09-17

Mark Kozak  
Public Works Director  
City of Kodiak  
Public Works Department  
2410 Mill Bay Drive  
Kodiak, Alaska 99615

Dear Mr. Kozak,

This letter constitutes agreement between the State of Alaska, Department of Transportation & Public Facilities, and the City of Kodiak, owners and operators of public water distribution and sanitary sewer collection facilities within the Rezanof Drive rights-of-way. The water and sewer facilities require adjustment to allow for the resurfacing of Rezanof Drive.

**ELIGIBILITY:**

The water and sanitary sewer facilities occupying the Rezanof Drive rights-of-way between Coast Guard Drive and Marine Way were installed by the City of Kodiak under valid utility permits 1-06800-06-302, 1-068000-06-301, and 1-068500-99-004. Therefore, the cost of change, relocation or adjustment necessitated by the project shall be paid for by the Department as a cost of highway construction per Alaska Statute 19.25.020(c)(2).

**SCOPE OF WORK:**

The Department shall provide for the adjustment of water valve boxes and sanitary sewer manholes to finished pavement grade. The Department's plans and specifications are attached and made a part of this agreement.

**ESTIMATE OF CONSTRUCTION:**

The Department shall provide for the labor, equipment and project administration required to complete the water and sanitary sewer adjustments as described above, and as detailed in the plans and specifications, at no cost to the City of Kodiak. The Department's estimate of adjustment costs is summarized below:

Item No.	Pay Item	Pay Unit	Unit Price	Est'd Qty.	Amount
604(4)	Adjust Existing Manhole	EA	1000.00	10	10,000.00
627(10)	Adjustment of Valve Box	EA	350.00	4	1,400.00
	<b>Total Estimated Cost</b>				<b>11,400.00</b>

**A-118 Sample Letter of Agreement  
(Page 2 of 2)**

The City of Kodiak shall provide the required project coordination and inspections with the Department's Contractor, as outlined in the Special Provisions, at no cost to the Department.

No billings are required either from the City to the Department, or from the Department to the City.

**PROJECT COORDINATION:**

The Standard Modifications and Special Provisions, Sections 105, 604 and 627, detailing the coordination required between the Department's Contractor and the City of Kodiak, are attached and made a part of this agreement.

Sincerely,

Ken Morton, P.E.  
Utility Chief  
Central Region

---

City of Kodiak  
Department of Public Works  
Concurrence

**A-120 Certificate of Resolution**

25D-258 (3/88)

Agreement No. X-XXXXX-XX-X  
Page 1 of 1

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

CERTIFICATION OF RESOLUTION

I, certify that, in the matter of executing an Agreement with the State of Alaska, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, for the relocation and/or adjustment of certain utility facilities in connection with the construction of Project No. XXXXX

(Ἰλλιάδῃ)  
(Τόπῳ )  
the (City ) of Kenai, Alaska  
(Ἐπίστατόν)

(regular)  
meeting in (special) Session on the \_\_\_\_\_ day of \_\_\_\_\_,

(Assemblyman)  
20\_\_\_\_, on the motion of (Councilman ) \_\_\_\_\_ passed  
(Commissioner)

a RESOLUTION authorizing \_\_\_\_\_ to execute said

(Ἰλλιάδῃ)  
(Τόπῳ )  
AGREEMENT on behalf of the (City ) of Kenai, Alaska  
(Ἐπίστατόν)

for the relocating and/or adjusting of certain utility facilities further described as

\_\_\_\_\_.

A copy of said RESOLUTION is attached hereto.

\_\_\_\_\_

By:  
Clerk of the  
Date:

**A-121 Agreement Signature Sheet**

25D-255 (5/93)

Agreement No.

Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above mentioned.

\*\*\*\*\*

CONTRACT REVIEW:  
  
STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

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UTILITY COMPANY ACCEPTANCE:  
  
(Name of COMPANY)

By: \_\_\_\_\_  
Title: Engineering Associate  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*

RECOMMENDED FOR APPROVAL:  
  
STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

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AUTHORITY TO PROCEED:  
  
STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

By: \_\_\_\_\_  
Title: Utilities Engineer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Director, Construction & Operations  
Date: \_\_\_\_\_

\*\*\*\*\*



## A-122 Blank Utility Inspector Daily Report (IDR)



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
& PUBLIC FACILITIES

UTILITY INSPECTOR'S DAILY REPORT

Report No.:
Date:
Weather:
Temp.:

PROJECT NUMBER:  
PROJECT NAME:

UTILITY:  
AGREEMENT NO.:  
UTILITY WORK ORDER NO.:

UTILITY WORK FORCE		UTILITY EQUIPMENT		
Name/Classification	Hours	Description/Type	Hours	Remarks

MATERIALS		
Description	Qty.	Location Installed

**NARRATIVE:** (Include report of day's operations, utility's production rates and efficiency, unusual conditions or problems encountered, orders given and received, discussions with Utility, reference to pictures, etc.)

Inspector's Signature: \_\_\_\_\_

Utility concurrence: \_\_\_\_\_

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

## A-123 Completed Inspector Daily Report (IDR)



**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
& PUBLIC FACILITIES**

**UTILITY INSPECTOR'S DAILY REPORT**

Report No.: 4

Date: November 10, 2011

Weather: Cloudy/Snow

Temp.: ~25°F

PROJECT NUMBER: 52035  
PROJECT NAME: Seward HWY: Trail, Falls, Ptarmigan Bridges

UTILITY: TelAlaska  
AGREEMENT NO.: 1-52035-11-09  
UTILITY WORK ORDER NO.: 21101288

UTILITY WORK FORCE			UTILITY EQUIPMENT		
Name/Classification	Hours	Hours	Description/Type	Hours	Remarks
Tom Adkinson	0800	1700	Crew truck	9	w/ trailer
Tom McRenolds	0800	1700	Crew dumptruck	7	On site 10-1630
Kyler Dow	0900	1600	Ditch Witch	4.5	1030-1500
Dan Siemnskies	0900	1600	CAT excavator	4	Set jacking machine/backfill
			Dozer	0	On site, not used
			Plow Machine	1	

MATERIALS		
Description	Qty.	Location Installed
1.5" Innerduct	200'	~Sta. 223+00 to Sta. 224+90

**NARRATIVE:** (Include report of day's operations, utility's production rates and efficiency, unusual conditions or problems encountered, orders given and received, discussions with Utility, reference to pictures, etc.)

Crew began boring on the south side of Falls Creek (approx. Sta. 223+00) at 1045. Bore successfully made it to the north side (approx. Sta. 224+90) at 1200. The depth of the bore at the creek was 11'.

Approximately 200 feet of 1.5" innerduct was pulled through bore. The original agreement states 2" innerduct is to be used, but the material was not available.

Adkinson went to Seward for parts (Maintenance: 1 hour).

Original bore pits were backfilled.

Adkinson and McRenolds returned to pick up the CAT excavator to keep it warm over the weekend.

General hold ups from frozen/cold equipment and mechanical difficulties occurred throughout the day.

Inspector's Signature: \_\_\_\_\_  
Utility Concurrence: \_\_\_\_\_

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

**A-124 Utility Change Order Form 25D-256A  
(Page 1 of 4)**

25D-256A (5/86)

Agreement No. 1-XXXXX-XX-XX

**STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**UTILITY CHANGE ORDER**

Region: **CENTRAL/SOUTHEAST/NORTHERN**

Change Order No.: **XX**

Project No.: **XXXXX**

Utility Work Order No.: **XX**

RSA No.: **XXXXX**

Utility Agreement No. **1-56958-08-13** is hereby modified in the manner described below. This change document is supplemental to the above Agreement, which is, by reference made a part hereof. All terms, conditions and provisions of the Utility Agreement, except as specifically modified herein, remain un-changed and in full force and effect.

\*\*\*\*\*  
Acceptance of this Change/Work Order constitutes agreement to the terms, conditions, and prices stated:

ACCEPTED:

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

Utility

Reviewer

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

\_\_\_\_\_

Utility Representative

APPROVED:

\_\_\_\_\_

Title

\_\_\_\_\_

Utilities Chief

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

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

UTILITY INSPECTOR:

**NOTE:** FHWA Approval Required

**YES**   
**NO**

\_\_\_\_\_

Inspector

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

\*\*\*\*\*

**A-124 Utility Change Order Form 25D-256A  
(Page 2 of 4)**

25D-256A (5/86)

**CONTINUATION SHEET FOR:  
UTILITY CHANGE ORDER NO. XX**

**DESCRIPTION AND REASON FOR CHANGE**

Utility Agreement Number X-XXXXX-XX-XX, between Anchorage Water & Wastewater Utility and the Department of Transportation for the \_\_\_\_\_ project is hereby modified as follows:

**A-124 Utility Change Order Form 25D-256A  
(Page 3 of 4)**

**REVISION TO EXHIBIT "A"  
SUMMARY OF ESTIMATE FOR ADJUSTMENT OF FACILITIES REQUIRED BY HIGHWAY CONSTRUCTION**

The estimate of work and materials required in connection with Project No.: \_\_\_\_\_ Agreement No.: \_\_\_\_\_  
 Project Name: Utility Work Order or Job No.: \_\_\_\_\_

	FEDERAL PARTICIPATION	PREVIOUS CHANGE	NET CHANGE THIS DOCUMENT	TOTALS
<b>PART I. UTILITY WORK</b>				
57754-RIGHT OF WAY (Acquisition Only)				
Preliminary Engineering				
Preliminary Engineering Overhead				
57718-TOTAL PRELIMINARY ENGINEERING				
Construction Engineering				
Construction Engineering Overhead				
57325-TOTAL CONSTRUCTION ENGINEERING				
Construction Labor				
Materials & Supplies				
Material Handling Charges				
Transportation & Equipment				
Contract Construction				
Miscellaneous Expenses				
Construction Subtotal				
Construction Overhead				
<b>GROSS CONSTRUCTION COSTS</b>				
Credits				
Salvage & Scrap				
Betterments				
<b>TOTAL CREDITS</b>				
57324-NET CONSTRUCTION COSTS				
<b>TOTAL UTILITY WORK</b>				
<b>PART II. STATE WORK FOR UTILITY</b>				
Preliminary Engineering				
Contract Construction				
Construction Engineering @ 15%				
<b>TOTAL STATE WORK FOR UTILITY</b>				
<b>TOTAL EST. RELOCATION COSTS (Parts I &amp; II)</b>				

UTILITY CONCURRENCE, BY: \_\_\_\_\_ SUBMITTED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_



### Public Contracts Notice of Award Filing System Project Details

<p>1 Introduction</p> <p>2 Choose An Agency</p> <p>3 Contact Information</p> <p>4 Project Details</p> <p>5 Add Contractors</p> <p>6 Review</p> <p>7 Final</p> <p>DOT&amp;PF Central Region Utilities Section</p>	<p><b>Project Details</b> Add Project Details</p>
	<p><b>Project</b></p>
	*Project Name: <input type="text"/>
	*Project Type: <input type="text"/>
	Agency Contract Number: <input type="text"/>
	Federal Contract Number: <input type="text"/>
	*Project Amount: <input type="text"/>
*Location: <input type="text"/>	
*Bid Date: <input type="text"/>	
*Award Date: <input type="text"/>	
*Proceed Date: <input type="text"/>	
<p><b>Prime Contractor</b></p>	
*Name: <input type="text"/>	
*Email Address: <input type="text"/>	
*Address: <input type="text"/>	
*City: <input type="text"/>	
*State: <input type="text" value="ALASKA"/>	
*Zip Code: <input type="text"/>	
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**A-129 Procedures for Review of Utility Billings  
(Page 1 of 3)**

**PROCEDURE FOR THE REVIEW OF UTILITY BILLINGS**

**Purpose of a billing review:** To verify that charges from the Utility to the Department represent the work performed and are in substantial conformance with the Utility Agreement, subsequent Change Orders and the overhead rates established under the Utility Systems Audit.

**General Guidelines**

**Work Orders Numbers:** Work Order numbers are used by the Utility as a method to accumulate and track costs for specific projects and items of work. Each billing should be reviewed to verify the correct application of the work order(s) as set forth in the Agreement and Change Order(s).

**Billing Periods:** The billing cover form contains a space for entering the period in which the billing's charges were accumulated. The dates of the billing period should be verified against the actual billing back-up documentation and previous partial billings to insure that redundant charges have not been billed.

**Percentages:** Each billing should be checked for the application of any reimbursable/non-reimbursable or betterment percentage that may apply. Percentages are set forth in the Agreement and Change Orders.

**Percent Complete:** The billing should be checked for the percent of work complete and billed for the purpose of projecting possible cost overruns. The percent of work complete figures are often found on the billing cover form but should be verified against the Agreement, ICORs and inspector reports. Project cost projections insure that funding is secured, in a timely manner, for the payment of appropriate charges.

**Overhead Rates:** The application of audited overhead rates is the accepted method for the Utility to recover costs which are not readily identifiable with a specific task, job or work order. While overhead rates appear in the Agreement, for the purpose of estimating costs, they are often not current rates for the period of the billing. Overhead costs should be checked against the applicable utility audit period under which they were accrued.

**Computations:** the billing should be checked for mathematical errors.

**Fairness:** Fairness dictates that errors discovered in the billings are reported with no regard to which they benefit. Therefore reviews may substantiate, decrease or increase the amount originally billed.



## A-129 Procedures for Review of Utility Billings (Page 2 of 3)

### Billing Categories

**Preliminary Engineering:** For review purposes these charges are largely date specific. The project files should be reviewed for an Authority to Proceed with preliminary engineering letter, which, as the title implies, authorizes the Utility to accumulate charges for reimbursement under a work order designated to the project. Charges that occur prior to the ATP letter should be disallowed. The closing date for Preliminary Engineering is specified in the Authority to Proceed with relocation letter and also appears in the Agreement as the date that document was executed. Charges to Preliminary Engineering after the ATP with relocation date are generally assigned, if appropriate, to the Construction Engineering category by the reviewer.

**Construction Engineering:** The Authority to Proceed with relocation letter specifies the date under which Construction Engineering charges may begin accumulation. The date specified may also be found in the Agreement as the date of execution.

**Contract Construction:** The utility may enter into a contract to have all or a portion of the construction work on a project performed by others. Often these contracts result from the utility's lack of available human resources and/or equipment within the timeframe of the project. The work may be performed under two types of contracting, competitive bid or continuing contract. In both instances the Department approves the contract for the project's relocation or line extension services. In the case of competitive bidding the billing reviewer should check billed unit costs with the awarded utility contract. Continuing contract charges should be verified with the terms of the approved continuing contract on file. All charges should be verified with the records of the on site inspector.

**Construction Labor:** These charges are for costs incurred by the Utility's in-house force account labor forces. The reviewer should verify that the hours billed substantially match those recorded by the Department's field personnel.

**Transportation and Equipment:** This category varies by the utility. Some utilities are reimbursed for transportation and equipment under the terms of their audit, by percentage or hourly rate. Equipment may be rented for a specific construction project or under a continuing construction contract. The reviewer should verify the charges billed with the applicable audit information, rental invoice or approved construction contract.

**Materials and Supplies:** Materials and supplies may be furnished from several sources. The most common source is the utility's inventory. Materials may also be purchased specifically for the work. In such cases the reviewer may verify these charges through invoices or warehouse issue tickets/reports. Audited materials overhead rates should be checked for their correct application and the records of the inspector should also be referenced to ascertain the actual placed quantity of the billed materials.

**Credits:** This is a broad category. Credits may be taken for salvage and scrap, betterment, expired service life or for non-reimbursable items. The agreement should be referenced for the terms of the costs to be recovered under the credit category.

## A-129 Procedures for Review of Utility Billings (Page 3 of 3)

### Methods of Review

The inspector or reviewer has a certain level of discretion in reviewing a utility billing. The general complexity of the billing dictates the amount of time each review requires. Preliminary engineering bills are relatively simple to review. Construction billings may be highly complex involving a multitude of materials, contract construction under bid unit items, several overhead rates and reimbursable, non-reimbursable and betterment percentages. In reviewing such a bill the inspector should "spread" the backup documentation. Spreading the backup documentation by year, work order and billing category or other applicable method allows the reviewer, and subsequent reviewers, a clear picture of the billings accuracy and future funding needs. Further, spreading the bill provides a document that others may audit without going to the time, and therefore expense, that the reviewer gave to the initial review. Once the "spread" is complete determinations may be made concerning the validity of individual charges and the strength of the backing documentation. Adjustments to the billing may be made accordingly.

### Adjustments to the Bill

Billing adjustments are common. They are the result of a number of factors. Foremost is human error. The billing process itself, it seems, is predisposed to error. Accounting technicians that package the bills for submittal rarely, if ever, have any knowledge of the relocation project. In some instances accounting technicians are unaware of the terms of the Agreement or associated change orders. They are tasked with putting together the package, giving it order and submitting a total for reimbursement. When a billing reviewer discovers an error in a billing they must communicate effectively, in the written form, the reasons for the adjustment. Effective written communication and accompanying review spreadsheets assist future parties in their review of the adjustments. Those future parties within the Department may include the Billings Officer, Construction Supervisor, Regional Utilities Engineer and Internal Review Personnel. The adjustments will receive further review by Utility forces including those within the Accounting and Engineering Departments of the Utility. Effective communication should be factual, concise and free of editorial comment. Written communication should appear within the standard accepted format and forms.

**A-130 Utility Billing Packet  
(Page 1 of 9)**

**ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
UTILITY BILLING FORMS AND REPORTS**

May 1986

Exhibit 12.01

UTILITY BILLING INSTRUCTIONS

Certificate of True Billing

This is to be typed on your company letterhead in the form shown, except specific billing items (designated by dotted lines) are to be filled in (typed) pertaining to the project job, as follows:

- 1) Date,
- 2) Project Number, as supplied by the State (in the agreement),
- 3) Project Name (termini),
- 4) Agreement Number, if other than a letter agreement,
- 5) Your job Work Order Number,
- 6) A rough estimate of the percentage of total project agreement work done with the submittal of this bill,
- 7) The Regional Address of the Region monitoring your work
- 8) Name of the Regional Utilities Engineer
- 9) The consecutive Billing No. as submitted under the project agreement (i.e., Bill No. 1, Bill No. 2, Bill No. 3, etc.),
- 10) Delete, or cross out the inappropriate designation, as to whether this bill is a partial or is the final bill submitted under the total project scope of the agreement,
- 11) Date work first started under this billing,
- 12) Date work ended under this billing,
- 13) Signature of qualified certifying officer for bill,

Utility Billing Instructions (Page 1 of 9)



**A 130 Utility Billing Packet  
(Page 2 of 9)**

**ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
UTILITY BILLING FORMS AND REPORTS**

Exhibit 12.01

May 1986

- 14) Title of certifying officer,
- 15) Type in Region, either: Central, Northern, ~~South~~east.

Summary of Charges on Attached Billing  
Form 25D-280

This form is to be completed and attached to all billings, except Lump Sum Billings:

- 1) Fill out all charges and credits (No's. 1-12) pertaining to the billing the space adjacent to the appropriate ~~item~~, leave the spaces blank on any inappropriate item,
- 2) Total all appropriate credits,
- 3) Enter the net billing costs,

The "Summary of Previous Billings" pertains to all previous bills submitted under the project agreement (leave blank if there were no previous bills),

- 4) Fill in the Bill No. (1, 2, 3, etc.),
- 5) Date of bill,
- 6) Date period Billing began,
- 7) Date period Billing ended,
- 8) Amount of bill,
- 9) Total billing to date (sum of 3 and 8),
- 10) Sign the form
- 11) Appropriate title,
- 12) Date.

Summary of Total Costs  
Form 25D-281

This form is only used for the final billing under the project agreement. It is a summary of all billings, or all accumulated costs properly attributed to the project agreement.

- 1) Fill in the type of facilities relocated,
- 2) The Project Number (as supplied by the State in the agreement),
- 3) The project Termini or Name,

Utility Billing Instructions (Page 2 of 9)

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- 4) Your company Work Order Number,
- 5) The name of your office where you keep your records,
- 6) The address and city where your records are kept,
- 7) Date first work began under the project agreement,
- 8) The date the last work ended under the project agreement,
- 9) Fill out all charges and credits (No's. 1-12) pertaining to the bill in the space adjacent to the appropriate item.  
Leave the space blank on any unappropriate item,
- 10) Total the appropriate credits,
- 11) Enter the total net billing costs,
- 12) Sign the form,
- 13) Appropriate title,
- 14) Date.

**Billing Backup**

Supporting data for the billing shall include a summary (recapitulation) sheet showing all charges attributed to the project, and in the summary sheet there will be detailed materials listing and all labor attributed to the work (showing man hours and their rate per hour).

It should be emphasized that voluminous reams of computer paper and personnel time sheets are not required with the bill, but should be available for auditing purposes.

Attached is a copy of an example of a completed bill (partial billing), which includes a completed Form 25D-280 and a summary recapitulation sheet.

Utility Billing Instructions (Page 3 of 9)





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DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
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Exhibit 12.01

25D-280  
Instructional Form

SUMMARY OF CHARGES ON ATTACHED BILLING

1) Preliminary engineering	_____ (1) _____
2) Replacement Right-of-Way	_____
3) Construction Engineering	_____
4) Construction Labor	_____
5) Materials and Supplies	_____
6) Materials Handling Charges	_____
7) Transportation and Equipment	_____
8) Contract Construction	_____
9) Contract Construction Overhead	_____
10) Miscellaneous Expenses	_____
SUBTOTAL	_____
11) General Overhead Charges	_____
GROSS BILLING COSTS	_____
12) Credits	
a. Salvage & Scrap	( _____ (1) _____ )
b. Betterments	( _____ )
c. Accrued Depreciation	( _____ )
d. Non-Reimbursable	( _____ )

Total Credits align="right">( \_\_\_\_\_ (2) \_\_\_\_\_ )

NET BILLING COSTS align="right">\_\_\_\_\_ (3) \_\_\_\_\_

<u>BILL NO.</u>	<u>DATE OF BILLING</u>	<u>DATE BEGAN</u>	<u>DATE ENDED</u>	<u>AMOUNT OF BILLING</u>
____(4)____	____(5)____	____(6)____	____(7)____	____(8)____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL BILLING TO DATE align="right">===== (9) =====

APPROVED AND SUBMITTED BY: \_\_\_\_\_ (10)  
 TITLE: \_\_\_\_\_ (11)  
 DATE: \_\_\_\_\_ (12)

Utility Billing Instructions (Page 5 of 9)

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**ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
UTILITY BILLING FORMS AND REPORTS**

Exhibit 12.01

May 1986

25D-281  
Instructional Form

**SUMMARY OF TOTAL COSTS**

For costs of work performed and materials furnished in connection with the adjustment, relocation and/or removal of \_\_\_\_\_ (1) \_\_\_\_\_ utility facilities on Project No. \_\_\_\_\_ (2) \_\_\_\_\_, Termini: \_\_\_\_\_ (3) \_\_\_\_\_ under Company Work Order No. \_\_\_\_\_ (4) \_\_\_\_\_.

The records and accounts supporting the charges in this bill are located in the office of \_\_\_\_\_ (5) \_\_\_\_\_ at \_\_\_\_\_ (6) \_\_\_\_\_, \_\_\_\_\_ and may be audited by a representative of the State.

Date first work performed \_\_\_\_\_ (7) \_\_\_\_\_. Date last work performed \_\_\_\_\_ (8) \_\_\_\_\_.

13) Preliminary engineering	_____ (9) _____
14) Replacement Right-of-Way	_____
15) Construction Engineering	_____
16) Construction Labor	_____
17) Materials and Supplies	_____
18) Materials Handling Charges	_____
19) Transportation and Equipment	_____
20) Contract Construction	_____
21) Contract Construction Overhead	_____
22) Miscellaneous Expenses	_____
SUBTOTAL	_____
23) General Overhead Charges	_____
GROSS BILLING COSTS	_____

24) Credits		
a. Salvage & Scrap	_____ (9) _____	
b. Betterments	_____	
c. Accrued Depreciation	_____	
d. Non-Reimbursable	_____	
Total Credits		_____ (10) _____
TOTAL NET BILLING COSTS		_____ (11) _____

APPROVED AND SUBMITTED BY: \_\_\_\_\_ (12)  
 TITLE: \_\_\_\_\_ (13)  
 DATE: \_\_\_\_\_ (14)

Utility Billing Instructions (Page 6 of 9)



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**ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
UTILITIES MANUAL  
UTILITY BILLING FORMS AND REPORTS**

May 1986

Exhibit 12.01

(EXAMPLE OF BILLING)

Douglas Telephone Company  
500 North Douglas  
Douglas, Alaska 99824

Date: July 1, 1981  
Project: F-094-2(85)  
Termini: Gastineau Glacier Crossway  
Agreement No: 3-F94285-81-18  
Work Order No: FA 25 DOT  
Adjustment: 30% Complete

State of Alaska  
Department of Transportation  
P.O. Box 1467  
Juneau, Alaska 99802

Attn: John Doe,  
Regional Utilities Engineer

Dear Sir:

The Utility hereby certifies that the attached Bill no. 2 (Partial) is a true and just statement of costs incurred by our Company in a djustment and/or relocating our facilities on the above reference Project during the period from 4/10/81 to 6/10/81, and that payment has not yet been received.

CERTIFIED AS BEING CORRECT:

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

Title: \_\_\_\_\_

\*\*\*\*\*

WORK COMPLETED AGREES  
WITH THIS BILLING:

\_\_\_\_\_ Utilities Supervisor \_\_\_\_\_ Date

CHECKED AND RECOMMENDED  
FOR PAYMENT:

\_\_\_\_\_ Billing Reviewer \_\_\_\_\_ Date

Account Code	Amount
_____	_____
_____	_____

Approved for payment: \_\_\_\_\_ Southeast Regional Utilities Engineer \_\_\_\_\_ Date

Utility Billing Instructions (Page 7 of 9)

**A 130 Utility Billing Packet  
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May 1986

25D-280

(EXAMPLE OF BILLING)  
SUMMARY OF CHARGES ON ATTACHED BILLING

WO FA 25 DOT  
Billing No. 2  
Agreement 3-F94285-81-18

1) Preliminary engineering	_____
2) Replacement Right-of-Way	_____
3) Construction Engineering	_____ 240.00 _____
4) Construction Labor	_____ 2310.00 _____
5) Materials and Supplies	_____ 9,686.95 _____
6) Materials Handling Charges	_____ 968.70 _____
7) Transportation and Equipment	_____
8) Contract Construction	_____ 8,500.00 _____
9) Contract Construction Overhead	_____ 1,020.00 _____
10) Miscellaneous Expenses	_____
SUBTOTAL	_____ 22,725.65 _____
11) General Overhead Charges	_____ 893.50 _____
GROSS BILLING COSTS	_____ 23,618.15 _____
12) Credits	
a. Salvage & Scrap	( _____ 500.00 _____ )
b. Betterments	( _____ )
c. Accrued Depreciation	( _____ )
d. Non-Reimbursable	( _____ )
Total Credits	( _____ 500.00 _____ )
NET BILLING COSTS	_____ 23,118.15 _____

<u>BILL NO.</u>	<u>DATE OF BILLING</u>	<u>DATE BEGAN</u>	<u>DATE ENDED</u>	<u>AMOUNT OF BILLING</u>
<u>1</u>	<u>04/29/81</u>	<u>02/09/81</u>	<u>04/10/81</u>	<u>12,180.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL BILLING TO DATE</b>				<u>\$35,298.15</u>

APPROVED AND SUBMITTED BY: \_\_\_\_\_  
TITLE: Plant Engineer  
DATE: 07/01/81

Utility Billing Instructions (Page 8 of 9)

**A 130 Utility Billing Packet  
(Page 9 of 9)**

**ALASKA  
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
UTILITIES MANUAL  
UTILITY BILLING FORMS AND REPORTS**

May 1986

Exhibit 12.01

(EXAMPLE OF BILLING)

SUMMARY OF COSTS

WO FA 25 DOT  
Billing No. 2  
Agreement 3-F94285-81-18

COMPANY MATERIALS

1,680 Ft.	Aerial 600 pr. cable @ \$4.34/Ft.	\$7,291.20
550 Ft.	Underground 400 pr. cable @ \$3.12/Ft.	1,716.00
9 each	Stand-off brackets & J-hooks @ \$7.75/Ea.	69.75
2 each	Anchor assemblies & hardware @ \$250/Ea.	500.00
2 each	Riser conduit 40 Ft. @ \$12.50/Ft.	50.00
Misc. materials, wire vises, lag bolts, dead heads, conduit straps, washer		<u>60.00</u>
	Sub-total	\$9,686.95
	10% Material Handling	<u>968.70</u>
	<b>TOTAL MATERIAL</b>	<b>\$10,655.65</b>

COMPANY LABOR

Construction Labor		
3 man crew, 14 hrs. @ \$40/hr./man	including truck & tools	\$1,680.00
1 Foreman, 14 hrs. @ \$45/hr.	including truck	630.00
Construction Engineering		
Plant Engineer, 6 hrs. @ \$40/hr.		<u>240.00</u>
	<b>TOTAL LABOR</b>	<b>\$2,550.00</b>
	SUB-TOTAL	\$13,205.65
	OVERHEAD CHARGES 6.75%	\$892.50

CONTRACT CONSTRUCTION – Buckmaster Electric

Refer to Contract in our file.

Item 5	Pole relocation, 5 each @ \$200/pole	\$1,000.00
Item 8	Trenching, 500 Ft. @ \$15/Ft.	<u>\$7,500.00</u>
	Sub-total Contract Construction	\$8,500.00
	COMPANY Overhead on Contract Constr. @ 12%	<u>1,020.00</u>
	<b>TOTAL CONTRACT CONSTRUCTION</b>	<b>\$9,520.00</b>

BETTERMENTS

Salvage & Scrap 5 Poles @ \$100/pole		\$(500.00)
	<b>TOTAL COSTS DUE</b>	<b>\$23,118.15</b>

Utility Billing Instructions (Page 9 of 9)



**A-132 Agreement Transmittal for Signature**

September 20, 2012

RE: Project 51896  
KGB Rd. & Fern Street  
MTA Utility Agreements

Mr. Jim Gage  
Facilities Engineer Supervisor  
Matanuska Telephone Association, Inc.  
1740 South Chugach Street  
Palmer, Alaska 99645

Dear Mr. Gage:

Enclosed are three (3) copies of Utility Agreement No. 1-51896-12-46 for your final review and signature. The agreement details MTA's involvement on the subject project.

Please review and sign two (2) copies of this agreement. After your approval, you may keep the extra copy marked "Utility Copy" for your immediate use and then return the signed copies for further processing. Once the agreements are signed and approved by the Department, you will receive an Authority to Proceed with construction letter.

Thank you for your cooperation and assistance in the development of this project. If you have any questions, please feel free to contact this office.

Sincerely,

John Linnell, P.E.  
Group Chief  
Traffic, Safety & Utilities

jab:  
Attachment

## A-133 Authority to Proceed to Construction



STATE OF ALASKA  
Department of Transportation & Public Facilities

### Authority To Proceed

Project: Eagle River Road      Utility: Matanuska Telephone Association, Inc.  
Project No.: 53943      Contact: Mr. Jim Gage  
Agreement No.: 1-53943-12-10      Address: Matanuska Telephone Association, Inc.  
P.E. Cut-Off Date: September 14, 2012      P.O. Box 3550  
Utility Signature Date: June 20, 2012      480 Commercial Drive  
Palmer, Alaska  
99645  
Contract Construction Est. \$494,177.00      DOL Filing Fee Amount: \$4,942.00  
Total Agreement Amount: \$802,136.00

---

#### Complete The Following Tasks Prior To Starting Any Field Work:

##### Notify DOT/PF Two Weeks Prior To Construction:

Contact: Judi Shapiro  
Contact Phone No.: 269-0594

##### Department of Labor Requirements - Contact Veronica Wagner 269-4909 ph, or 269-3739 fax

File a sworn affidavit with DOL addressing work classifications, wages and fringe benefits. (When work is to be performed with in-house staff per DOL&WD WHPL#198.)

File a sworn affidavit with DOL addressing work classifications, wages and fringe benefits and file a Notice of Work form with DOL and remit the fee based upon the estimated contract construction amount. (When the total estimated reimbursable Agreement amount exceeds \$25,000.00 the 1% fee will be applied to estimated reimbursable contract construction costs only.)

##### No Department of Labor Reporting Requirements:

Line Extension Agreement or non-project related utility system improvements  
 Agreement with governmental agency.  
 The estimated amount of the Agreement is \$25,000.00 or less

---

The preliminary engineering phase is now complete. Please establish a new work order for construction activities.

Please bill final preliminary engineering charges within 90 days of this ATP.

\_\_\_\_\_  
John Linnell, P.E.  
Group Chief  
Traffic, Safety & Utilities

\_\_\_\_\_  
Date

cc: Open webpage at DOLWD, At: Veronica Wagner 269-3739

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**A-134 Billing Memo to Finance**

**MEMORANDUM**

**STATE OF ALASKA**

Department of Transportation & Public Facilities  
Utilities Section

**To:** Brenda Alvarado  
Accounts Payable  
Finance

**Date:** August 23, 2012

**File No:** 51850

**Thru:**

**Phone No:** 269-0686

**From:** John Linnell, P.E.  
Group Chief  
Traffic, Safety & Utilities

**Subject:** Project 51850  
Parks Hwy, MP 83-90  
MTA Bill No. 2, Partial  
W.O. 16025

Attached is bill no.2, Partial covering the costs of locating Matanuska Telephone Association's facilities on the subject project.

<u>Bill No.</u>	<u>Date</u>	<u>Amount</u>
#2, Partial	August 7, 2012	\$ 24,895.66
	DOT Adjustment	\$ (1,531.00)
	Amount Due MTA	\$ 23,364.66

This work is covered by PE Authorization written by the Department on November 4, 2011 and by Agreement executed on August 8, 2012.

This bill has been reviewed by the Utilities Staff and approved by the Utilities Chief for the Central Region.

Payment is recommended in the amount of \$ 23,364.66.

**Please make payment based upon the following coding:**

<b>Code:</b> Encumbrance No. 2431240	<b>Line 1</b>	<b>\$ 17,196.93</b>	All work before 03/31/2012
	<b>Line 3</b>	<b>\$ 6,167.73</b>	

Remittance Advice Message: W.O. 16025, Invoice # 135828, ATTN: Michelle Pocock and Bill No. 2, Partial

Questions concerning this billing contact Jerry Burton@ 269-0649 for further assistance.

jab:  
Attachments

A-135 Billing Letter to the Utility

August 23, 2012

RE: Project 51850  
Parks Hwy, MP 83-90  
MTA Billing No. 2, Partial  
W.O. No. 16025

Ms. Michelle Pocock  
Rate Base Supervisor  
Matanuska Telephone Association, Inc.  
1740 S. Chugach St.  
Palmer, Alaska 99645

Dear Ms. Pocock:

Matanuska Telephone Association's billing no. 2, partial on the above referenced project has been reviewed with the payment forthcoming in the amount of \$ 23,364.66. This work is covered by PE Authorization written on November 4, 2011 and Agreement 1-51850-12-02 executed on August 8, 2012. Attached is a copy of the Billing Summary Sheet explaining the payment amount.

<u>Bill No</u>	<u>Date</u>	<u>Amount</u>
# 2, Partial	August 7, 2012	\$ 24,895.66
	Agreement Lump Sum Credit	<u>\$(1,531.00)</u>
		\$ 23,364.66

Payment is being made in this amount, but subject to final audit.

Thank you for your cooperation. If you have any questions concerning this billing, please contact Jerry Burton at 269-0649.

Sincerely,

John Linnell, P.E.  
Group Chief  
Traffic, Safety & Utilities

jab  
Enclosures

**A-136 Master Railroad Agreement between DOT&PF and AARC  
(Page 1 of 15)**

**PUBLIC FACILITIES MASTER AGREEMENT**

between  
Alaska Railroad Corporation  
and  
Alaska Department of Transportation & Public Facilities  
ARRC Contract No. 9670

This Public Facilities Master Agreement ("Agreement"), effective on the date executed by the last signatory hereto, is made by and between the Alaska Railroad Corporation, a public corporation and instrumentality of the State of Alaska formed pursuant to AS 42.40 ("ARRC"), and the State of Alaska, Department of Transportation & Public Facilities ("DOTPF") (individually a "Party" and collectively the "Parties").

**RECITALS**

WHEREAS, DOTPF has a number of existing roadways, grade crossings, automatic crossing signals, bridges and other facilities (hereinafter collectively referred to as "Facility" or "Facilities" as appropriate) located on property owned by ARRC, including but not limited to property designated by AS 42.40.350 as a "railroad utility corridor" (hereinafter collectively referred to as "Railroad Property"), many of which were previously constructed under separate contracts between the Parties or their predecessors in interest; and

WHEREAS, in 1989, ARRC entered into a Blanket Permit (ARRC Contract No. 6012) with the DOTPF Central Region and a Blanket Permit (ARRC Contract No. 6013) with the DOTPF Northern Region. Each Blanket Permit consolidated all of the existing Facilities in each region into one document which greatly facilitated the Parties' administration and management of the Facilities regarding construction, maintenance and operations of such public facilities within the confines of Railroad Property; and

WHEREAS, said Blanket Permits expired on December 31, 2008, but the Facilities will continue to exist, and DOTPF will likely desire to construct others on Railroad Property in the future; and

WHEREAS, the Parties are entering into this Agreement to replace the expired Blanket Permits, provide a mechanism by which DOTPF can acquire an interest in Railroad Property that is adequate to meet applicable federal funding requirements for the construction, reconstruction or repair of the Facilities, and set forth each Party's rights and obligations that will henceforth apply to the Facilities; and

WHEREAS, the Parties acknowledge that good public policy requires that each Party recognize the unique multijurisdictional nature of the Facilities and the security, safety and operational needs of the other Party; and

WHEREAS, the primary purpose of this Agreement is to structure a relationship that provides for the protection of both railroad and highway assets through mutual

ARRC Contract No. 9670  
Alaska DOTPF  
3/6/12

Public Facilities Master Agreement  
Page 1 of 15



**A-136 Master Railroad Agreement between DOT&PF and AARC  
(Page 2 of 15)**

coordination of planning, construction and maintenance activities with regard to the Facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants herein recited and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. **Covered Facilities.** At the outset, this Agreement applies to the existing Facilities set forth on the list attached hereto as Appendix A. Other facilities may be added to this Agreement upon ARRC's approval in accordance with the requirements of Section 7.02A below.

2. **Term.** This Agreement shall be effective as of the date of its execution by both Parties and shall continue in full force and effect with regard to each Facility as long as such Facility remains on Railroad Property.

3. **Right to Use Railroad Property for Facilities.** Upon DOTPF's request, ARRC agrees to grant DOTPF an easement in a form substantially equivalent to the form attached hereto as Appendix B giving it the nonexclusive right to construct, use, operate, maintain, repair, reconstruct and renew each of the Facilities listed in Appendix A over and across the Railroad Property upon which said Facilities are currently constructed (the "Easement Area"), subject to the terms and conditions of this Agreement. Upon making an easement request, DOTPF shall furnish to ARRC a mutually agreeable legal description, plat plan, drawing or other document suitable for recording that establishes the boundaries of the Easement Area for each easement to be granted by ARRC for the Facilities listed in Appendix A. Until such time as an easement is executed for each Facility, ARRC hereby grants DOTPF a nonexclusive license to construct, use, operate, maintain, repair, reconstruct and renew each of the Facilities listed in Appendix A over and across the Railroad Property upon which said Facilities are currently constructed (which current locations are also referred to herein as an "Easement Area"), subject to the terms and conditions of this Agreement.

Upon the mutual agreement of the Parties, a similar easement will be granted for each new highway facility constructed on Railroad Property under this Agreement, which facility will then be added to the list in Appendix A. Any easement or license granted by ARRC to DOTPF for the use of Railroad Property pursuant to this Section 3 shall be subject to the following terms and conditions:

3.01 ARRC makes no covenant or warranty of title for quiet possession or against encumbrances. DOTPF shall not use or permit use of the Easement Area for any non-highway related purposes. Without prior written agreement from ARRC, DOTPF shall not use or permit use of an Easement Area for gas, oil or gasoline pipe lines. Any lines constructed on the Easement Area by or under authority of DOTPF for the purpose of conveying electric power or communications incidental to DOTPF's use of the property for highway purposes shall be constructed in accordance with

ARRC Contract No. 9670  
Alaska DOTPF  
3/6/12

Public Facilities Master Agreement  
Page 2 of 15

**A-136 Master Railroad Agreement between DOT&PF and AARC  
(Page 3 of 15)**

specifications and requirements of ARRC, and in such manner that will not adversely affect the communication or signal lines of ARRC or its permittees now or hereafter located upon said property. No third party shall be admitted by DOTPF to place facilities on any part of the Easement Area without ARRC's prior written consent. ARRC may not unreasonably withhold its consent.

**3.02** ARRC reserves the right to construct new track, to alter grades, to align tracks, or otherwise alter its facilities within any Easement Area and shall bear the cost of such changes to its own facilities. Such changes shall not unreasonably interfere with the use of DOTPF's Facilities except as may be temporarily necessary for construction purposes. The provisions of Section 8 below shall apply to any changes ARRC makes to its facilities within any Easement Area.

**3.03** The easement or license granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. DOTPF shall not damage, destroy or interfere with the property or rights of third parties in, upon or relating to the Easement Area, unless DOTPF at its own expense settles with and obtains releases from such third parties.

**3.04** ARRC reserves and excepts unto itself the right to use and to grant to others the right to use the Easement Area for any purpose, including, but not by way of limitation, any transportation, communication and/or transmission purposes and support functions associated with those purposes, and for commercial and other uses authorized under AS 42.40, provided that such uses do not unreasonably interfere with DOTPF's use of the Easement Area. ARRC shall confer with DOTPF prior to planning any such additional use and shall, to the extent reasonably possible, assure that any concerns DOTPF may have concerning the proposed additional use are adequately addressed prior to implementation of the additional use of the Easement Area.

**4. Waiver of License/Easement Fees.** In consideration of DOTPF's agreement to defend, indemnify and hold ARRC harmless from claims arising from its use of Railroad Property and its agreement to pay for the costs to construct, use, operate, maintain, repair and/or reconstruct the Facilities located on Railroad Property as set forth in this Agreement, ARRC agrees to waive any fee or compensation it may be entitled to for the license or easements granted to DOTPF hereunder.

**5. Annual Meeting Between the Parties.** To adequately administer the terms and conditions of this Agreement, and to facilitate the planning of the Maintenance/Repair and the Construction/Reconstruction of both Parties' respective facilities, an Annual Meeting will be scheduled on or about the month of October each and every year this Agreement is in place. This meeting will be attended by the designees of the Commissioner of DOTPF and the President/CEO of ARRC, and those designees will be tasked with the following duties:

**5.01 General.** The meeting will provide a forum for the exchange of information on the past year's accomplishments, problem areas, and items of concern

ARRC Contract No. 9670  
Alaska DOTPF  
3/6/12

Public Facilities Master Agreement  
Page 3 of 15

**A-136 Master Railroad Agreement between DOT&PF and ARRC  
(Page 4 of 15)**

for future transportation needs affecting both Parties. Unless otherwise agreed, ARRC will plan and host each Annual Meeting, providing DOTPF with adequate notice to allow for the appropriate staff to attend. It is the obligation of both Parties that the respective staff attending the Annual Meeting will have a reasonable amount of authority to make decisions and commit the Parties to the decisions jointly agreed to at this meeting.

**5.02 Corridor Planning.** The advancement of planning for transportation corridors that include both rail and highways is beneficial to the future success of both modes of transportation. The Annual Meeting will identify corridors that are currently congested due to the proximity of both rail and highways, then develop and fund long range corridor planning that suggests solutions acceptable to both Parties.

**5.03 Maintenance and Repair of Facilities.** The attendees will review the current List of Facilities in Appendix A, and agree on additions and/or deletions as appropriate. The yearly updated Appendix A will be incorporated into the Agreement and will be the basis for calculation of the amount to be paid to ARRC by DOTPF under Section 6.03 as the annual signal maintenance fee.

**5.04 Crossing Maintenance/Rebuild.** The attendees will review the ARRC recommended capital improvement repair and replacement of each crossing anticipated for the coming year, in addition to the estimated costs of those improvements. ARRC will also provide a listing of the anticipated crossing repairs for the upcoming three (3) calendar years (if available), including the estimated costs, as outlined in Section 6.06 of this Agreement.

**5.05 DOTPF Capital Improvement Projects.** DOTPF will present the Projects anticipated for the next calendar year that will potentially impact ARRC, and identify opportunities in those projects to include any work identified in both Section 6.03 and Section 6.06 of this agreement. Likewise, DOTPF will present the Projects that are anticipated in the next three (3) calendar years and identify the potential to include the same ARRC work as discussed in Section 5.04 above.

**5.06 Calculation of Payments to ARRC.** After the identification of the crossing work to be performed by ARRC under Sections 5.03 and 5.04 above, and after the removal of any crossings that will be part of a Project under Section 5.05 above, the Parties will calculate and agree to the amount owed by DOTPF to ARRC for the upcoming calendar year. It will be the responsibility of DOTPF to secure the funding and transmit payment of fees attributable under Section 6.03 to ARRC by January 15<sup>th</sup> of the next calendar year after each Annual Meeting. It will be the responsibility of DOTPF to secure funding and transmit payment of fees attributable under Section 6.06 to ARRC within sixty (60) days of receipt of ARRC's invoice for such work. Upon receipt of these payments, the financial obligations of both parties will have been met under this Agreement for that calendar year.

**6. Maintenance and Repair of Facilities.**

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**6.01 General.** Except as otherwise provided herein, DOTPF, at its sole cost and expense, shall maintain and repair its existing Facilities and any new DOTPF facilities that may be subsequently constructed on Railroad Property. Such maintenance shall include the removal of graffiti from DOTPF owned bridge structures (both railroad over and highway over) located on Railroad Property. DOTPF shall perform or cause all such maintenance and repair to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Facilities and under conditions satisfactory to and approved by ARRC. Said maintenance shall be performed at such times and in such manner as not to interfere with the movement of ARRC's trains. DOTPF shall not at any time impair or interfere with the lateral or subjacent support of ARRC's properties, structures, tracks or improvements on or adjacent to the Easement Area or otherwise damage the same in any way. DOTPF shall also ensure that all Facility maintenance and repair work is performed in accordance with the provisions of ARRC's Standard Specifications for Work on Railroad Property attached hereto as Appendix C and by this reference incorporated herein. Appendix C may be revised by ARRC from time to time consistent with railroad operational safety concerns, provided that ARRC has given notice of the change to DOTPF. In the event DOTPF contracts for the performance of any Facility maintenance or repair work, DOTPF shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Agreement and the provisions of Appendix C.

**6.02 Prior Notice of Work Within the Safety Zone.** If DOTPF or its contractors need to enter an Easement Area or other Railroad Property for the purpose of inspection of a DOTPF owned bridge structure (both railroad over and highway over) or major maintenance or repair of another type of Facility, DOTPF agrees to notify ARRC in writing at least ten (10) working days in advance of the proposed performance of any work in which any person or equipment will be within twenty (20) feet of the centerline of any track (the "Safety Zone"), or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach into the Safety Zone; provided, however, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, notification may be in the form of a telephone call to the ARRC Chief Dispatcher at 907-265-2421. Upon receipt of notice, ARRC will determine and inform DOTPF whether a flagman need be present and whether DOTPF needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by ARRC, ARRC will bill DOTPF for such expenses incurred by ARRC and DOTPF agrees to pay the same within sixty (60) days of its receipt of ARRC's invoice therefore. ARRC will submit its bills to DOTPF within a reasonable time, recognizing that delays in billing may render it difficult and unnecessarily cumbersome for DOT to pay those delayed bills. The notice requirement in this Section 6.02 shall not apply to routine maintenance and repair work performed by DOTPF employees such as snow removal and such other work that does not pose a safety hazard to railroad operations.

**6.03 Routine Signal Maintenance.** ARRC shall, at DOTPF's expense, operate, inspect and perform routine maintenance and repair work for all DOTPF

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automated grade crossing signals installed on Railroad Property in accordance with applicable federal regulations. DOTPF shall pay an annual signal maintenance fee to ARRC for each such signal in the amount of \$9,000.00. Said amount shall be reviewed and adjusted every five (5) years. The amount of each such adjustment shall be determined by multiplying the annual maintenance fee in effect for the previous five year period by the increase in the Consumer Price Index for all Urban Consumers, U.S. Cities (1982-84=100) as reported by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI-U") during the five years preceding the adjustment date, provided, however, that in no event shall the annual maintenance fee for any five year period be less than the fee for the previous five year period.

The number of crossings subject to the annual maintenance fee and the total amount of such fee for the next calendar year shall be determined at the Parties' Annual Meeting referenced in Section 5 above. DOTPF agrees to pay said annual maintenance fee to ARRC on or before January 15<sup>th</sup> of each calendar year during the term of this Agreement.

In addition to said annual signal maintenance fee, DOTPF shall reimburse ARRC, within sixty (60) days after receipt of itemized bill from ARRC for the cost of upgrading said signals to prevent obsolescence. ARRC agrees to submit its bills or invoices to DOTPF in a timely manner.

**6.04 Signal Relocation/Replacement.** The Parties agree that any future relocation or replacement of DOTPF automated grade crossing signals shall be performed by ARRC after coordination with DOTPF, but at the expense of DOTPF.

**6.05 Sight Triangles.** DOTPF, at its sole cost and expense, shall maintain all at-grade crossing Sight Triangles free of vegetation and other obstructions to vision in accordance with the table entitled "Sight Triangle Distance" attached to the Alaska Policy on Road/Highway Crossings as the same may be revised from time to time. Sight Triangle maintenance will be limited to those areas subject to land interests under the control of DOTPF or ARRC.

**6.06 Crossing Maintenance/Rebuild.** ARRC, at DOTPF's sole cost and expense, shall maintain, repair and replace the crossing area between the track tie ends when such work is necessary to maintain the safe movement of trains and vehicles over the crossing. The Parties acknowledge and agree that the useful life of an at-grade crossing is approximately fifteen (15) to twenty (20) years after which period the rail, ties, and ballast (collectively "Track Materials") must be replaced to assure the safe movement of trains and rail equipment over the crossing. ARRC will give DOTPF at least two (2) years' prior notice of any DOTPF crossings that require rebuilding along with an estimate of ARRC's costs to perform such work and ARRC will consult with DOTPF in planning such crossing rebuild projects. DOTPF will include said cost estimate in its annual budget request and shall in good faith exercise its best efforts to obtain such an appropriation and ARRC will assist DOTPF in seeking funding from the legislature.

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DOTPF shall reimburse ARRC the full cost stated in the estimate for each crossing rebuild project, provided, however, that ARRC will grant DOTPF a credit against such cost in the amount of the standard cost of any Track Materials used in the crossing rebuild project. DOTPF agrees to pay the crossing rebuild cost to ARRC within sixty (60) days of its receipt of ARRC's invoice therefore. ARRC agrees to submit these bills to DOTPF in a timely manner.

**6.07 Passive Warning Devices.** DOTPF, at its sole cost and expense, shall be responsible for installing and maintaining in good condition all railroad crossbucks, advance warning signs and pavement markings at each crossing in accordance with the requirements of the U.S. DOT Manual on Uniform Traffic Control Devices.

**6.08 ARRC Costs.** All costs for labor, equipment, materials and supplies billed to DOTPF for work performed by ARRC under this Section 6 shall not exceed the rates for such items that are established by DOTPF's annual audit of ARRC's costs.

**6.09 Emergencies/Service Restoration.** In the event that an earthquake or other catastrophic event destroys or otherwise causes significant damage to a highway or railroad facility located on an Easement Area, the Parties agree that they will cooperate in taking all actions necessary to promptly restore highway or railroad service over said facility. The Parties acknowledge that the restoration of railroad and/or highway service in such situations may require the temporary relocation of each Party's facilities and hereby consent to such relocation.

**7. Facility Construction; Reconstruction; Major Alterations.**

**7.01 Notice.** DOTPF shall provide ARRC with reasonable advance written notice of any proposed construction of a new Facility on Railroad Property, or the reconstruction or major alteration of an existing Facility (collectively a "Project").

**7.02 DOTPF Work.**

**A. Project Plans and Specifications.** Prior to advertising for bids, issuing amendments and/or issuing a change order(s) to its contractor for work on any Project, or prior to commencing any such work itself, DOTPF shall submit to ARRC's Chief Engineer, or his authorized representative, for review and approval all plans and specifications pertaining to work on Railroad Property and all amendments, additions or corrections thereto (collectively the "Plans") for the construction of the Project and shall engage in similar pre-project coordination for all future modifications thereof. ARRC's review of the Plans shall include, but not be limited to aspects affecting the safety of railroad operations, the adverse impacts, if any, on the future development or expansion of railroad operations or Railroad Property and the adverse impacts, if any, on ARRC's existing customers, tenants and permittees; provided, however, that with respect to wholly new Facilities, ARRC may decline to authorize such Facilities based on these factors.

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DOTPF agrees not to commence any associated work on a Project until ARRC's review of the Plans has been completed and ARRC's approval has been received. ARRC will complete its review of the Plans and respond thereto in a reasonably expeditious manner. DOTPF agrees that any Project construction or operation shall be substantially in accordance with DOTPF's Plans as first reviewed and approved by ARRC, unless subsequently approved otherwise by ARRC and DOTPF. Upon completion of the Project, DOTPF, at its expense, shall furnish to ARRC one set of "as built" Plans of the Project located on Railroad Property in electronic or digital format.

By its review and approval of Plans pursuant to this Agreement, ARRC signifies only that such Plans and improvements constructed in accordance with such Plans satisfy ARRC's requirements. ARRC expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of DOTPF or any other persons of the Plans or improvements constructed in accordance with the Plans.

**B. Supplemental Conditions.** DOTPF understands and agrees that supplemental conditions specific to work on a particular Project may be imposed by ARRC as a result of ARRC's Plan review and as a condition of ARRC approval of any construction by DOTPF. ARRC hereby agrees, however, that DOTPF's ability to comply with its public funding obligations, to maintain highways, and to protect the traveling public must be reasonably accommodated.

**C. Safety Improvements.** If at any time ARRC deems it necessary to have additional safety improvements, including but not limited to automatic crossing signal devices, installed for the protection of its passengers, personnel, or equipment, DOTPF will install such equipment or safety devices as are prescribed by ARRC and maintain the same at DOTPF's own expense. The need for crossing protection will be assessed under the guidelines of the Alaska Policy on Railroad/Highway Crossings, as it may be amended from time to time. ARRC will give DOTPF at least one (1) year's advance notice of any such devices being required.

**D. Permits.** DOTPF, at its expense, will apply for and obtain all permits required by law, ordinance, rule or regulation for the Project, and will furnish ARRC upon request with satisfactory evidence that such permits have been obtained.

**E. Construction.** Except as may be otherwise specifically provided herein, DOTPF, at its expense, will furnish all necessary labor, materials and equipment, and shall construct and complete the Project and all appurtenances thereof. In the case of grade crossings, appurtenances shall include, without limitation, all necessary and proper highway warning devices and all necessary drainage facilities, guard rails or barriers, and right of way fences between the roadway and the railroad tracks. Upon completion of the Project, DOTPF shall remove from ARRC's property all temporary structures and false work, and will leave the Project area in a condition satisfactory to ARRC.

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All construction work of DOTPF upon ARRC's property shall be performed in accordance with the applicable provisions of the Standard Specifications for Work on Railroad Property attached hereto as Appendix C and completed in a manner satisfactory to ARRC's Chief Engineer or his authorized representative and in compliance with the Plans, and other guidelines furnished by ARRC. DOTPF agrees to make Appendix C as it may be modified and any supplemental conditions part of all contractual bid specifications which DOTPF may publish for work associated with any Project covered under this Agreement.

All construction work of DOTPF shall be performed diligently and completed within a reasonable time. DOTPF shall notify ARRC in writing in the event that a Project is suspended, discontinued or unduly delayed. Upon receipt of such notice, ARRC may impose reasonable conditions on DOTPF that are necessary to protect the safety, security and integrity of ARRC's rail operations and infrastructure. It is understood that ARRC's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of DOTPF. DOTPF hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against ARRC by DOTPF and/or its Contractor.

F. **No Project Expenses to be Borne by ARRC.** Unless otherwise agreed in writing, no Project costs and expenses are to be borne by ARRC and ARRC is not required to contribute any funding for a Project.

**7.03 DOTPF's Contractors Insurance.** For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by DOTPF to perform any Project work on any portion of ARRC's property and shall also include the Contractor's subcontractors. Prior to Contractor performing any work on ARRC's property and any subsequent maintenance and repair work, DOTPF shall require the Contractor to obtain the then current insurance required in the Standard Specifications for Work on Railroad Property attached hereto as Appendix C and provide copies of such insurance policies, certificates, binders and/or endorsements to ARRC. Under no circumstances will the Contractor be allowed on ARRC's property without first obtaining the required insurance. The insurance requirements stated in Appendix C are subject to modification on a case-by-case basis by mutual agreement of the Parties.

If DOTPF's own employees will be performing any of the Project work, DOTPF may self-insure all or a portion of the insurance coverage and Section 18 of Appendix C will not apply to such self-performed work.

**7.04 Contractor's Temporary Construction Permit.** DOTPF acknowledges receipt of a copy of ARRC's standard form Temporary Construction Permit ("TCP") and understands its terms, provisions and requirements, and will inform its Contractor of the need to execute the TCP. Under no circumstances will DOTPF's Contractor be allowed onto ARRC's property without first executing the then current TCP.

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**7.05 Third Party Improvements.**

**A.** Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Third Party Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 7.02A above. The Third Party Facilities plans and specifications shall comply with ARRC's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. ARRC has no obligation to supply additional land for any Third Party Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Third Party Facilities plans and specifications comply with ARRC's standard specifications and requirements. ARRC has no obligation to permit any Third Party Facilities to be abandoned in place or relocated on ARRC's property. Any such decisions by ARRC are subject to the terms of Sections 17 and 18 of this Agreement.

**B.** Upon ARRC's approval of submitted Third Party Facilities plans and specifications, ARRC will attempt to incorporate them into new agreements or supplements of existing agreements with Third Party Facilities owners or operators. ARRC may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Third Party Facilities. Third Party Facilities work shall not commence before a supplement or new agreement has been fully executed by ARRC and the Third Party Facilities owner or operator, or before ARRC and DOTPF mutually agree in writing to (i) deem the approved Third Party Facilities plans and specifications to be Plans pursuant to Section 7.02A, and (ii) deem the Third Party Facilities to be part of the Project.

**7.06 ARRC Project Work.**

**A. Agreement.** In the event ARRC is required to perform work or supply materials and equipment associated with a Project, the Parties shall enter into a mutually agreeable Utility Reimbursable Services Agreement or similar agreement that specifies the scope of work, equipment and materials to be provided by ARRC and the rates ARRC is to be paid therefore. Unless otherwise agreed, payment for said work, equipment and materials will be on a force account basis.

**B. Payment.** DOTPF agrees to reimburse ARRC within sixty (60) days of its receipt of billing from ARRC for one hundred percent (100%) of all actual costs incurred by ARRC in connection with the Project including, but not limited to, all actual costs of engineering review, construction inspection, flagging, procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including ARRC's standard additive rates as provided in the Parties' Utility Reimbursable Services Agreement or other agreement. All costs

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for labor, equipment, materials and supplies billed to DOTPF for work performed by ARRC under this Section 7.06 shall not exceed the rates for such items that are established by DOTPF's annual audit of ARRC's costs. ARRC agrees to submit its bills or invoices to DOTPF in a timely manner.

**C. Federal Aid Policy Guide.** If DOTPF will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

**8. Railroad Construction.** ARRC shall provide DOTPF with at least two (2) years' prior notice and opportunity to comment on any planned construction, reconstruction or alteration of ARRC's tracks and other facilities within an Easement Area that will affect any DOTPF Facility. DOTPF shall make all alterations to any affected Facility necessary to accommodate ARRC's construction without cost to ARRC, subject to DOTPF's prior approval. ARRC hereby agrees that it will undertake efforts to minimize costs to DOTPF generated by ARRC construction. ARRC further agrees that DOTPF's ability to comply with its public funding obligations, along with its duty to maintain highways and to protect the traveling public, must be reasonably accommodated by ARRC's design of alterations or additions to its existing track or facilities.

**9. Termination and Removal of Individual Facilities.** When DOTPF no longer requires a Facility, or upon the failure of DOTPF to use or provide for public use of any Facility for a period of one (1) year without satisfactory explanation provided to ARRC of intended future use, and upon request by ARRC, DOTPF will commence appropriate administrative proceedings to vacate the pertinent easement and return the property to ARRC's sole and exclusive control. In such event, DOTPF will remove the Facility and other property of DOTPF and restore the property to a natural drainage contour unless otherwise agreed by the Parties. Failure of DOTPF to do so within a reasonable time will result in ARRC removing the Facility and other property of DOTPF and restoring the property at DOTPF's expense, which reasonable expense DOTPF agrees to pay ARRC upon demand.

**10. Injury and Damage to Property.** DOTPF assumes liability for any and all direct damages to ARRC's property, or to the property of any other person lawfully occupying or using ARRC's property, arising out of the construction, maintenance, repair, use or operation of DOTPF's Facilities, whether such damages are caused by the negligence or willful acts of DOTPF, its employees, contractors, subcontractors, agents, or licensees, or otherwise arises out of DOTPF's activities under this Agreement. Such damaged property shall be replaced or repaired by DOTPF at its own expense, or by ARRC at the expense of DOTPF, and to the satisfaction of the ARRC's Chief Engineer or his authorized representative.

**11. Indemnification.** Subject to a specific appropriation by the legislature for this purpose, DOTPF agrees to indemnify and defend ARRC and its officers, agents and employees from any and all claims, suits, liabilities, damages and expenses in

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connection with loss of life, bodily injury or property damage which is claimed to have been occasioned wholly or in part by any act or omission of DOTPF and which is claimed to have arisen either (1) from or out of an occurrence in, upon or direct proximity to the Easement Area, or (2) from the occupancy or use by DOTPF of the Easement Area or any part thereof under the terms of this Agreement. If the loss, injury or damage is caused in part by ARRC or results from the concurrent negligence of ARRC, such indemnity shall be valid and enforceable only to the extent of DOTPF's proportion of fault. If ARRC is found to be solely responsible for the loss, injury or damage, ARRC agrees to reimburse the State of Alaska for the costs incurred in ARRC's defense.

The Parties recognize and agree that DOTPF has no appropriation currently available to it to indemnify ARRC under this provision; that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the legislature; and that the legislature's failure to make such an appropriation creates no further liability or obligation of DOTPF.

**12. Remedies for Breach.**

**A.** In the event DOTPF shall materially fail, refuse or neglect to perform and abide by the terms of this Agreement, where such failure shall continue for a period of thirty (30) days after written notice thereof, ARRC, in addition to any other rights and remedies, may perform any work which in the reasonable judgment of ARRC is necessary to place the Facilities in such condition as will not menace, endanger or interfere with ARRC's facilities or operations or jeopardize ARRC's employees or third parties; and DOTPF will reimburse ARRC for the expenses thereof.

**B.** In the event ARRC shall materially fail, refuse or neglect to perform and abide by the terms of this Agreement, where such failure shall continue for a period of thirty (30) days after written notice thereof, DOTPF may enforce its rights under this Agreement and pursue any other remedy now or hereafter available to DOTPF under the laws or judicial decisions of the State of Alaska.

**13. Modification; Entire Agreement.** No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the DOTPF and ARRC and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by a Party of any default by the other Party shall not affect or impair any right arising from any subsequent default. This Agreement and Appendices attached hereto and made a part hereof constitute the entire understanding between the Parties and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Facilities or any part thereof.

**14. Compliance with Applicable Laws.**

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**14.01** DOTPF shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority including, but not limited to, matters of health, safety, sanitation and the environment. DOTPF shall deliver copies of all documents required to effect or to evidence such compliance when requested by ARRC.

**14.02** Unless otherwise specified in this Agreement, the appendices hereto or as directed by ARRC, DOTPF shall obtain and pay for all permits, inspections, licenses and fees and shall furnish all bonds, security or deposits required to construct, reconstruct, operate and/or maintain DOTPF's Facilities in accordance with this Agreement.

**15. No Warranties.** ARRC makes no specific warranties, expressed or implied, concerning the title or condition of the Easement Areas, including survey, access or suitability for any use, including those uses authorized by this Agreement. DOTPF's use of the Easement Areas is subject to any and all of the covenants, terms and conditions affecting ARRC's title to the Easement Areas.

**16. Notices.** Any notice permitted or required to be given hereunder shall be in writing and either delivered by hand, sent by certified mail, return receipt requested, or sent by telefax with confirmed delivery, to the following:

A. If to ARRC, at ALASKA RAILROAD CORPORATION  
P.O. Box 107500  
Anchorage, Alaska 99510-7500  
Attention: Director, Real Estate

B. If to DOTPF, at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:

Notice shall be deemed to have been given on the date delivered to the recipient, regardless of any other date indicated thereon.

**17. Approvals and Other Decisions.** The Parties acknowledge and agree that the implied covenant of good faith and fair dealing shall govern their activities, rights and obligations hereunder. Accordingly, neither Party shall unreasonably, capriciously, or arbitrarily withhold any approval required to be obtained from the other Party hereunder; nor shall either Party unreasonably, capriciously, or arbitrarily impose supplemental conditions or obligations on the other Party hereunder. ARRC hereby agrees that DOTPF's ability to comply with its public funding obligations, to maintain highways, and to protect the traveling public must be accommodated to the extent that the same are compatible with ARRC's obligation to provide safe, efficient and economical rail transportation services to meet the overall needs of the state.

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**18. Disputes.**

**18.01 Dispute Resolution.** The dispute resolution procedures set forth in this Section 18 shall govern the resolution of any dispute, claim, or controversy (including alleged failure to provide approvals, consents, or to mutually agree with respect to a proposed course of conduct) arising out of, under, or relating to this Agreement and any right or obligation thereunder, or the alleged breach, validity, or termination thereof ("Dispute"), unless otherwise provided in this Agreement or mutually agreed to by the parties. Resolution of any Dispute shall be by senior executives of the parties or, upon failure to timely reach a resolution in such manner, by ARRC's President & CEO and DOTPF's Commissioner as provided in Section 18.03 below. The specific mention of this section in any part of this Agreement does not diminish the application of this section to all other parts of this Agreement.

**18.02 Negotiation by Senior Executives.**

A. Upon a party's receipt of written notification to the other party of a Dispute, each party shall, not later than seven (7) days thereafter, select and appoint as its representative a person not concerned with the day-to-day performance of that party's obligations under this Agreement and who has general decision-making authority to resolve and settle the subject Dispute on behalf of such party. Not later than fourteen days after receipt of written notification of said Dispute, each party shall provide to the other a written explanation of the material particulars of its position as to the Dispute. Not later than twenty-one (21) days after receipt of written notification of a Dispute, as provided above (the "First Meeting Deadline"), the representatives selected by the parties to resolve the same shall meet to attempt in good faith to settle the Dispute and to produce written terms of settlement. Such written terms of settlement, if any, when signed by each party's representative, shall serve as conclusive evidence of the resolution of such Dispute. If such written terms of settlement are not produced and signed by each party's representative (i) not later than fourteen (14) days after the date of such representatives' first meeting or (ii) within twenty-one (21) days after the First Meeting Deadline (in the event the representatives fail to meet by the First Meeting Deadline), or (iii) within such longer period as may be mutually agreed to by the parties in writing, then, a party may refer the Dispute to ARRC's President & CEO and DOTPF's Commissioner in accordance with Section 18.03 below.

B. All discussions and deliberations pursuant to this Section 18.02 shall be considered settlement negotiations and may not be offered as evidence in any arbitration, litigation or other proceedings between the parties.

**18.03 Final Resolution.** If the parties fail to settle the Dispute in accordance with Section 18.02 above, the Dispute shall be submitted by either party to ARRC's President & CEO and DOTPF's Commissioner for resolution. The parties hereby agree that the ultimate decision reached by said individuals shall represent the final and legally binding resolution of the Dispute.

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**19. Miscellaneous.**

**19.01** Easements conveyed by ARRC to DOTPF under this Agreement shall not be assigned or in any manner transferred without the prior written consent of ARRC, and shall be subject to the terms of this Agreement absent ARRC's written approval of modification of those terms.

**19.02** If any provision or covenant of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

**19.03** The heading and captions used in this Agreement have been inserted solely for convenience of reference and shall not affect, or be deemed to affect, the meaning of any provision of this Agreement.

**19.04** Subject to the provisions of Section 19.01 above, this Agreement shall be binding on the successors and assigns of DOTPF and ARRC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the dates stated below.

**ALASKA RAILROAD CORPORATION**

Dated: 16 March 2012

By: Christopher Aadnesen  
Christopher Aadnesen  
President & CEO

**STATE OF ALASKA, DEPARTMENT OF  
TRANSPORTATION & PUBLIC FACILITIES**

Dated: 16 March 2012

By: Maura Smith  
Its: Commissioner

**Attachments:**

Appendix A – List of Facilities  
Appendix B – Easement Form  
Appendix C – Standard Specifications

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**APPENDIX A**

**DOTPF CENTRAL REGION FACILITIES ON ARRC PROPOERTY  
(Updated March 6, 2012)**

**MAINLINE GRADE CROSSINGS**

ARRC MP	DOT ID No.	Prior ARRC Contract No.	Description	Signals	Grade Status
2.90	868 228A	6012	Airport Road	N	at-grade
3.44	868 229G	6012	Nash Road	Y	at-grade
6.70	868 232P	6012	Bear Lake Road	Y	at-grade
12.30	868 233W	6012	Seward Highway – Divide	--	Hwy over
14.30	868 234D	6012	Seward Highway – Snow River	--	Hwy over
18.30	868 357P	6012	Seward Highway – Primrose	--	Hwy over
23.25	910 213X	6012	Gun Site (No public access)	N	at-grade
23.80	868 236S	6012	Seward Highway – Lawing	Y	at-grade
62.90	868 242V	6012	Portage Glacier Road	Y	at-grade
74.73	868 245R	6012	Alyeska Highway	--	Hwy over
74.87	868 246X	6012	DOT Maintenance Road – Toadstool Turnpike	N	at-grade
77.80	910 346P	5933	Seward Highway – Utility Maintenance access road	N	at-grade
80.90	910 324P		Seward Highway – Bird Point	--	Hwy over
82.40	910 216T	6012	Gun Site (No public access)	N	at-grade
105.73	868 252B	6012	Klatt Road	Y	at-grade
106.20	910 219N	6012	Minnesota Drive / O'Malley Road	--	RR over
107.70	868 255W	6012	Dimond Boulevard	--	RR over
108.90	868 258S	6012	C Street	Y	at-grade
110.05	868 260T	6012	International Airport Road	--	Hwy over
110.45	868 261A	6012	Minnesota Drive	--	Hwy over
111	868 263N	6012	Spenard Road	Y	at-grade
114.45	868 268X	6012	A-C Couplet (formerly Port Access Highway – also in the Anchorage Reserve)	--	Hwy over
136.30	868 305X	6012	Birchwood Spur Road	Y	at-grade
141.97	868 308T	6012	Eklutna Village Road	N	at-grade

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ARRC MP	DOT ID No.	Prior ARRC Contract No.	Description	Signals	Grade Status
142.40	868 309A	6012	Glenn Highway – Eklutna	--	Hwy over
145.50	868 310U	6012	Old Glenn Highway	--	Hwy over
151.50	868 311B	6012	Glenn Highway – Glenn / Parks	--	Hwy over
151.60	910 360K	6012	Fireweed Road	Y	at-grade
156.20	868 315D	6012	Fairview Loop	Y	at-grade
158.80	910 350E	6012	Palmer-Wasilla Highway	--	Hwy over
158.90	868 317S	6012	Kenai Supply Road / Matanuska Road	Y	at-grade
159.90	868 318Y	6012	Knik-Goose Bay Road	Y	at-grade
164.28	868 321G	6012	Parks Highway	--	Hwy over
164.40		6012	Parks Bike Path (Path Underpass)	--	RR over
166.30	868 322N	6012	Pittman Road	Y	at-grade
172.97	868 326R	5068	Parks Highway – Houston	--	RR over
182.60	868 329L	6012	Parks Highway – White's Crossing	--	Hwy over
186.90	868 332U	6012	Willow Fishhook Road	Y	at-grade
206.25	868 335P	6012	Parks Highway – Montana	Y	at-grade
214.30	868 338K	6012	Parks Highway – Sunshine	Y	at-grade
225.70	868 341T	6012	Talkeetna Highway	Y	at-grade
226.40	868 342A	6012	FAA Road	Y	at-grade

**PALMER BRANCH GRADE CROSSINGS**

A-0.20	868 508C	6012	E. Matanuska Spur Road	N	at-grade
A-3.28	868 512S	6012	Springer Loop Outer	N	at-grade
A-3.70	868 513Y	6012	Springer Loop Inner	N	at-grade
A-4.94	868 516U	6012	Springer Loop Inner	N	at-grade
A-5.94	868 519P	6012	E. Fireweed Avenue	N	at-grade

**ANCHORAGE INTERNATIONAL AIRPORT SPUR GRADE CROSSINGS**

J-0.12	910 352T	3012	Minnesota Drive	--	Hwy over
J-1.23	868 528N	6012	Jewel Lake Road	Y	at-grade
J-1.42	910 249F	6012	International Bike Trail	N	at-grade
J-1.43	910 250A	6012	International Airport Road	Y	at-grade
J-1.55	910 351G	6012	West 50 <sup>th</sup> Avenue	N	at-grade

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J-2.05	868 526A	6012	Aircraft Drive	--	RR over
J-2.25	910 54G		International Airport Road	--	RR over

**MISCELLANEOUS SPUR TRACK CROSSINGS-ANCHORAGE**

SA23-2	868 538U	6012	Ocean Dock Road / tail of wye	Y	at-grade
SA23-3	868 539B	6012	Ocean Dock Road	Y	at-grade
SA24-1	868 543R	6012	Ocean Dock Road Cement Plant	Y	at-grade
SA31-8	868 549G	6012	Post Road and First Avenue		at-grade

**MAINLINE ROADWAYS AND TRAILS**

From ARRC MP	To ARRC MP	Prior ARRC Contract No.	Description
1.80	3.40	6012	Seward Highway, Seward to Nash Road
2	2		Port Road
2.80	2.90		Airport Road
5.20	6.80	6012	Seward Highway, Salmon Creek to Bear Creek
14.30	14.40	6012	Access road to material source at Snow River
18.20	26	6012	Seward Highway, Snow River to Trail River (intermittent)
62.90	103	6012	Seward Highway, Portage to Potter Hill (intermittent)
116.70	117.20		Post Road, Reeve Boulevard to the security gate for Joint Base Elmendorf-Richardson
154.80	156.20	6012	Fairview Loop
156.20	158.60		Old Matanuska Road, Loop Road to Glenwood Avenue (intermittent)
158.90	166.50	6012	Parks Highway -- Wasilla to Pittman (intermittent)
226.60	226.70	6012	Talkeetna Spur Road

**PALMER BRANCH ROADWAYS AND TRAILS**

A-0.20	A-0.60	6012	Matanuska Road
A-2.40	A-6.30	6012	Glenn Highway

**WHITTIER BRANCH ROADWAYS AND TRAILS**

F-1.20	F-5.50	6012	Whittier Access Road, Whittier Creek to Bear Valley, except as otherwise covered by separate agreement on the Whittier Tunnel.
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**ANCHORAGE INTERNATIONAL AIRPORT SPUR ROADWAYS AND TRAILS**

J-0	J-1.40		International Airport Road
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J-070	J-1.40		Frontage Road, Northwood to Jewel Lake Road
J-1.20	J-1.40	7871	Bike trail within the ARRC Anchorage International Airport Spur right-of-way, International Airport Road to Jewel Lake Road

**ANCHORAGE RESERVE ROADWAYS AND TRAILS**

Anchorage		7625	Ocean Dock Road, Whitney Road to Port of Anchorage
Anchorage		--	A-C Couplet, 3 <sup>rd</sup> Avenue to Ocean Dock Road
Anchorage			East Loop Road
Anchorage			Post Road, Ship Creek to Reeve Boulevard
Anchorage		4845	Reeve Boulevard

**WHITTIER RESERVE ROADWAYS AND TRAILS**

Whittier			Whittier Access Road, Ferry Terminal to Whittier Creek
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**NENANA RESERVE ROADWAYS AND TRAILS**

Nenana		6012	Parks Highway, Nenana
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**JONESVILLE/ESKA MOOSE CREEK BRANCHS ROADWAYS AND TRAIL**

		4087	Public highway (Jonesville Mine Road) within the ARRC Jonesville Branch near Eska Creek
			Glenn Highway over the ARRC Moose Creek Branch near Moose Creek

**MAINLINE RELATED FACILITIES**

ARRC MP	Prior ARRC Contract No.	Description
23.25	5933	An avalanche control gun mount site occupying a 40' x 40' portion of the ARRC right-of-way
65.70	2928	Two dikes on either side of Twenty Mile River each occupying a 125-foot wide portion of the ARRC right-of-way
83.61	5933	An avalanche control gun mount site occupying a 40' x 40' portion of the ARRC right-of-way
103.10	3484	Drainpipe crossing under the ARRC tracks for the Seward Highway
105.05	9208	Retaining wall and Furrow Creek storm drain channels within the ARRC right-of-way for Huffman Road
105.73	8503	A sump and swale occupying approximately 12'x12' (x 9' deep) area within the ARRC right-of-way
156.60	8239	A drainage ditch within the ARRC right-of-way occupying a 6.56' x 360.91' area
156.60	8239	Cut and fill slopes for a driveway together with a drainage culvert within the ARRC right-of-way occupying a 16.4' x 360.91' area

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**PALMER BRANCH RELATED FACILITIES**

A-2.90	1252	Drainage ditch and culvert under the ARRC tracks and right-of-way
A-5.94	3149	Storm sewer line crossing under the ARRC tracks and right-of-way from E. Fireweed Avenue to W. Elmwood Avenue, Palmer

**JONESVILLE AND ESKA BRANCHS RELATED FACILITIES**

B-2.10	2084	Dikes and drainage channels for the Eska Creek Drainage
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**ANCHORAGE INTERNATIONAL AIRPORT SPUR RELATED FACILITIES**

J-0.50	3503	A storm sewer crossing under the ARRC tracks and a catch basin occupying a 20' x 45' portion of the right-of-way
J-1.55	8522	A storm drain system within the ARRC Anchorage International Airport Spur right-of-way on the northerly side of the tracks in the vicinity of W. 50 <sup>th</sup> Avenue
J-1.50		approximately 140 linear feet 36" pipe bore with 16" storm sewer conduit crossing under the ARRC tracks and right-of-way between W 50th Avenue and International Airport Road, Anchorage

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**DOTPF NORTHERN REGION FACILITIES ON ARRC PROPOERTY  
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**MAINLINE GRADE CROSSINGS**

ARRC MP	DOT ID No.	Prior ARRC Contract No.	Description	Signals	Grade Status
279.65	868 343G	2379/2387, 6013	Parks Highway (Hurricane)	Y	at-grade
305.50	868 345V	2381/2388, 6013	Parks Highway (Broad Pass)	Y	at-grade
313.96	868 346C	2385/2389, 5120, 6013	Parks Highway (Summit)	--	Hwy over
345.10	868 348R	3137, 6013	Parks Highway (Denali Park)	Y	at-grade
346.60	868 349X	3137, 6013	Parks Highway	--	RR over
353.56	868 353M	3070, 6013	Parks Highway	--	Hwy over
360.25	868 356H	3485, 6013	Usibelli Spur Road	--	Hwy over
371.10	868 348W	6013	Ferry Road	N	at-grade
386.18	868 359D	1952, 6013	Parks Highway (Rex)	--	Hwy over
395.13	868 361E	2788, 6013	Anderson Road	Y	at-grade
411.35	868 364A	2907, 6013	Parks Highway	--	Hwy over
417.40	868 370D	2872, 6013	Parks Highway (Monderosa)	--	Hwy over
461.30	868 372S	2506/2508, 6013	Sheep Creek Road (Goldstream)	Y	at-grade
462.80	868 373Y	2507, 6013	Sheep Creek Road (Happy)	Y	at-grade
465.47	868 374F	5959, 6013	Sheep Creek Connector	Y	at-grade
467.60	868 402G	2550/2251, 6013	University Avenue	Y	at-grade
470.20	868 395Y	4256, 6013	Phillips Field Road	N	at-grade

**EIELSON BRANCH GRADE CROSSINGS**

G-1.11	868 405C	3212, 6013	College Road	Y	at-grade
G-1.35	910 372E		Helmericks Road	Y	at-grade
G-1.88	868 406J	4381, 6013	Old Steese Highway	Y	at-grade
G-1.92	868 296B	4381, 6013	New Steese Highway	Y	at-grade
G-1.92	910 244W	6013	Pedestrian Crossing	Y	at-grade
G-2.69	868 410Y	4381, 6013	Farewell Street (F Street)	Y	at-grade
G-8.28	868 434M	2123, 6013	Badger Road	Y	at-grade

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G-9.31	868 441X	5296, 6013	Dennis Road	Y	at-grade
G-14.73	868 453S	3546, 6013	Richardson Highway	Y	at-grade
G-16.30	868 461J	2129, 6013	5 <sup>th</sup> Avenue	Y	at-grade
G-17.55	868 480N	5022, 6013	Laurence Road	Y	at-grade
G-19.03	868 484R	1089, 6013	Dyke Road	N	at-grade
G-20.68	868 477F	3546, 6013	Richardson Highway (Moose Creek)	Y	at-grade

**FAIRBANKS INTERNATIONAL AIRPORT SPUR GRADE CROSSINGS**

H-3.05	868 432Y		South Cushman Street	N	at-grade
H-4.99	868 475S		Peger Road	N	at-grade
H-7.40	910 316X	6252	Airport Perimeter Road -- private road	N	at-grade
H-7.50	910 345H	6252	South University Avenue	N	at-grade
H-8.40	868 464E	6252	Airport Perimeter Road / Gate 41 -- private road	N	at-grade
H-9.15	868 465L	6252	Airport Perimeter Road	N	at-grade
H-9.30	868 466T	6252	Gravel Pit Road	N	at-grade
H-9.55	868 467A	6252	Dale Road / Gate 33	N	at-grade
H-9.80	868 469N	6252	Perimeter Road / Gate 32 / Mark Air	N	at-grade
H-9.85	910 247S	6252	Perimeter Road / Gate 30 / Northern Air Cargo -- private road	N	at-grade
H-9.90	868 470H	6252	Perimeter Road / Gate 29 / Falcon Properties	N	at-grade

**MISCELLANEOUS SPUR TRACK CROSSINGS-FAIRBANKS**

SF-21-2	910 287P	6013	Van Horn Extension	N	at-grade
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**MAINLINE ROADWAYS AND TRAILS**

From ARRC MP	To ARRC MP	Prior ARRC Contract No.	Description
307.10	307.80	2382, 6013	Parks Highway
313		2383, 6013	Parks Highway
345.70	346	3137, 6013	Parks Highway (Denali Park)
370.1 370.75	370.65 371.1		Ferry Access Road
414	416	6013	Parks Highway North of Nenana
462.88		6013	Recreational trail connecting to existing Equinox Marathon Trail within the outer 30' of the ARRC right-of-way

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From ARRC MP	To ARRC MP	Prior ARRC Contract No.	Description
463.20	465.47	6013	Goldstream / Sheep Creek

**SUNTRANA BRANCH ROADWAYS AND TRAILS**

D-0.95	D4.8	6013	Nenana River to Suntrana Access Road, Healy area
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**EIELSON BRANCH ROADWAYS AND TRAILS**

G-1.88	G-2.65	4381, 6013	Traylor Gate Road
		8872; 6013	Richardson Highway Trail
G-8.28	G-19.10	6013	Old Richardson Highway (intermittently)
G-15.0	G17.55	6013	Old Richardson Highway Trail – North Pole
G-21.20	G-23.50	6013	Richardson Highway

**FAIRBANKS RESERVE ROADWAYS AND TRAILS**

Fairbanks Reserve		4256	Phillips Field Road, Peger to Illinois
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**HEALY RESERVE ROADWAYS AND TRAILS**

Healy Reserve		5268, 6013	Otto Lake-Healy Small Tracts Road
Healy Reserve		5268, 6013	Parks Highway
Healy Reserve			Healy Spur Road, Parks Highway to Nenana River
Healy Reserve		4279, 6013	Lignite Access Road

**CLEAR RESERVE ROADWAYS AND TRAILS**

Clear Reserve		6013	Public use corridor for two trails connecting to the Rex Trail
Clear Reserve			Parks Highway

**HURRICANE RESERVE ROADWAYS AND TRAILS**

Hurricane Reserve			Parks Highway
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**VALDEZ RESERVE ROADWAYS AND TRAILS**

Valdez Reserve			Richardson Highway
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**MAINLINE RELATED FACILITIES**

From ARRC MP	To ARRC MP	Prior ARRC Contract No.	Description
304.65		2380	Drainage easement within the ARRC right-of-way for the Parks Highway

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**FAIRBANKS INTERNATIONAL AIRPORT SPUR RELATED FACILITIES**

H-7.40	H-8.50	6252	Drainage culvert within the ARRC right-of-way on the east side of the tracks with culverts crossing under the tracks at Mileposts H-7.79, H-8.08, H-8.36 and H-8.22
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**APPENDIX B**

<b>GRANT OF EASEMENT</b>	PROJECT NAME: _____
	STATE PROJECT #: _____
	FEDERAL-AID PROJECT #: _____
	PARCEL #: _____ UNIT #: _____
	ARRC MP _____ EASEMENT#: _____

**THIS GRANT OF EASEMENT**, effective on the date executed by the last signatory hereto, is made between the **ALASKA RAILROAD CORPORATION**, a public corporation of the State of Alaska formed pursuant to AS 42.40 ("Grantor"), whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500 and the **STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES** ("Grantee"), whose mailing address is \_\_\_\_\_.

Grantor, for and in consideration of the sum of Five Dollars (\$5.00) and in consideration of the mutual covenants contained herein, does hereby grant and convey a perpetual, nonexclusive easement to the Grantee, its agents, successors and assigns, subject to the conditions herein contained, for the purpose of construction, operation, and maintenance of a \_\_\_\_\_ (the "Facility or Facilities") belonging to Grantee along, over, and across the below-described portion of Grantor's property and/or trackage with such property being hereinafter referred to as the "Easement Area." The Easement granted herein pertains to all that part of the following described land:

which lies within the easement or right-of-way lines of Alaska Project No. \_\_\_\_\_, delineated as to said tract of land on the plat attached hereto and made a part hereof as page \_\_\_\_\_ of this instrument and designated as Parcel No. \_\_\_\_\_. Said parcel, containing \_\_\_\_\_ (square feet/acres) more or less.

If, after 20 consecutive years from the grant of this Easement, the Easement Area is no longer used for a public transportation facility, all right, title and interest conveyed in this Easement shall revert back to the Grantor and, if so requested by Grantor, Grantee shall execute and deliver to Grantor a quitclaim and release document in recordable form that releases the grant of rights contained herein.

Both Grantor and Grantee are the prime Agencies responsible for providing for the transportation of goods and services to the State of Alaska and its residents. It is acknowledged that both parties have responsibility for the ongoing construction,

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operation and maintenance of their respective facilities, and each party agrees that they will work diligently and in good faith with the other to minimize any disruption to the transportation network necessary to the residents of the State of Alaska.

**IN WITNESS WHEREOF**, the Grantor has executed this Grant of Easement and Grantee has accepted this Grant of Easement and made the covenants herein expressed, on the respective execution dates indicated below.

**ALASKA RAILROAD CORPORATION**

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

**STATE OF ALASKA, DEPARTMENT OF  
TRANSPORTATION & PUBLIC FACILITIES**

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss  
\_\_\_\_ JUDICIAL DISTRICT        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Alaska Railroad Corporation, a public corporation of the State of Alaska, known to me to be the identical individual who executed the foregoing instrument, and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

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**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the Easement described in this instrument and consents to the recordation thereof.

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

**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

By: \_\_\_\_\_  
For the Commissioner

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**APPENDIX C**

**Standard Specifications for Work on Railroad Property**

- Section 1. Definition of Terms
- Section 2. General Requirements
- Section 3. Safety Requirements
- Section 4. Insurance Requirements
- Section 5. Notice
- Section 6. Flag Protection and Protection of ARRC Traffic
- Section 7. Train Delays
- Section 8. Protection of ARRC Communication Lines
- Section 9. Road Crossings
- Section 10. Power and Communication Lines
- Section 11. Underground Utilities
- Section 12. Open Trenching
- Section 13. Excavations
- Section 14. ARRC Inspectors
- Section 15. Use of Explosives
- Section 16. Snow Removal
- Section 17. Clean-up
- Section 18. Indemnity

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**SECTION 1. DEFINITION OF TERMS**

<u>ARRC</u>	Alaska Railroad Corporation, P.O. Box 107500, Anchorage, AK 99510-7500.
<u>ARRC Property</u>	all lands owned or withdrawn for the use of the ARRC, including the ARRC's track right-of-way and communications pole line right-of-way.
<u>Chief Engineer</u>	the person employed by the ARRC as head of its Engineering Department or Branch, or his/her authorized representative.
<u>Contractor</u>	any agent of the Permittee, including Contractors or subcontractors employed to construct, reconstruct, operate and/or maintain the Facility. The term "Contractor" shall be synonymous with the term "Permittee" when the Permittee performs the construction, reconstruction, operation and/or maintenance of the Facility with its own personnel.
<u>Director, Real Estate</u>	the person authorized by the ARRC to execute contractual real estate agreements on behalf of the ARRC.
<u>Facility</u>	any improvements owned by the Permittee/Contractor which are to be placed on ARRC property in accordance with written permission executed by ARRC and Permittee.
<u>Telecommunications Supervisor</u>	the person employed by the ARRC as head of its Signals and Telecommunications Department or Branch, or his/her authorized representative.
<u>Permittee/Contractor</u>	the person, company or governmental agency to whom the right to enter upon ARRC Property was given in the form of written permit, easement or contract executed by the ARRC and Permittee/Contractor.
<u>Track Work</u>	all work on the line from the top of subgrade to the top of rail, including geotextile, when required.
<u>Track Materials</u>	all hardware, excluding signals and controllers, associated with the running of a railroad.

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**SECTION 2. GENERAL REQUIREMENTS**

- 2.1 All construction, reconstruction, operation, and maintenance on ARRC Property shall be performed in compliance with these Standard Specifications for Work on Railroad Property, including all revisions thereto.
- 2.2 Failure to comply with these Standard Specifications for Work on Railroad Property shall result in the demand of ARRC to suspend all work on ARRC Property.
- 2.3 All work on or about ARRC Property shall be performed by experienced personnel in a safe and workmanlike manner in keeping with approved ARRC practices, and as specified herein. ARRC traffic and property shall be protected at all times.
- 2.4 The safety and continuity of the operation of the traffic of ARRC shall be of first importance and shall be at all times protected and safeguarded. The Permittee/Contractor and its subcontractors shall be required to perform and arrange their work accordingly. Whenever, in the opinion of the Chief Engineer or his or her representatives, the work or its performance may affect or involve the safety of ARRC's facilities and/or operation of its railroad, the method of doing such work shall first be submitted by the Permittee/Contractor to the Chief Engineer for his/her approval, without which it shall not be commenced or prosecuted. The approval of the Chief Engineer, when given, shall not be considered as a release from responsibility or liability for any damage which ARRC may suffer, or for which it may be liable, as a result of the acts or omissions of the Permittee/Contractor, its subcontractors or employees.
- 2.5 Whenever, in the opinion of the Chief Engineer, the construction may cause a hazard to the safe operation of ARRC, ARRC may, in its discretion, place at the site of the work the required number of qualified employees to protect its operations. The providing of such employees and such other precautions as may be taken shall not relieve the Permittee/Contractor and its subcontractors from liability for the payment of damages caused by their operations. ARRC shall be the sole judge of the necessity for, and as to the number and classification of employees required. The Permittee/Contractor shall reimburse ARRC for the cost and expense incurred in providing such employees.

**SECTION 3. SAFETY REQUIREMENTS**

- 3.1 The safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of any work on ARRC Property. The Permittee/Contractor shall comply with all Federal, State and local governmental regulations (e.g. OSHA, NESC, etc.) applicable to the construction, installation, or maintenance of any Facility. As reinforcement and in furtherance of overall safety measures to be observed by Permittee/Contractor (and not by way of limitation), the following special safety rules shall be followed while working on ARRC Property. Further railroad safety information may be obtained from the ARRC Safety Office at 907-265-2440. Safety information is also available on the ARRC website at [www.akrr.com](http://www.akrr.com).

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- 3.2 ARRC flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, an ARRC furnished flagman will provide a safety briefing prior to the commencement of the work. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, ARRC may require the Permittee/Contractor to submit a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a one hour ARRC provided training course for Permittee/Contractor's project supervisors prior to the initiation of work on ARRC Property. Specific information on Railroad Safety Plans may be obtained from the ARRC Safety Office at 907-265-2440.
- 3.3 The Permittee/Contractor shall arrange for ARRC flag protection when performing any work within 20 feet of any track. All work within 20 feet of the track shall cease when a train passes and all Permittee/Contractor employees shall maintain a distance of at least 20 feet from the track until the train has safely passed. In addition, any work that could come within 20 feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within 20 feet of the tracks. Pile driving shall not be done when trains are passing the work site. Vehicles and other construction equipment shall not be operated or parked closer than 20 feet from any track without ARRC flag protection.
- 3.4 In the event Permittee/Contractor will be performing construction or other activities on or in close proximity to a railroad track, the Permittee/Contractor shall be responsible for compliance with applicable Federal Railroad Administration's Roadway Worker Protection ("RWP") regulations (49 CFR 214, Subpart C) if its employees qualify as "Roadway Workers"<sup>1</sup>. Under 49 CFR 214, Subpart C, railroad contractors are responsible for the training of their employees on these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and the Permittee/Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any RWP related Work.
- 3.5 In the event Permittee/Contractor will be performing construction or other activities on a railroad bridge, the provisions of 49 CFR 214 regarding bridge worker safety shall apply. All bridge related work shall be conducted in strict compliance with the bridge worker safety standards set forth in 49 CFR 214 and the Permittee/Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any bridge related work.

**SECTION 4. INSURANCE REQUIREMENTS**

<sup>1</sup> A Roadway Worker is any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities, or roadway machinery on or near track or with the potential of fouling a track.

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- 4.1 The Permittee/Contractor shall procure and maintain at all times while performing work on ARRC Property, and be covered by the types of insurance with the minimum limits as specified in Section 4.4.
- 4.2 Each policy specified in Section 4.4 shall be: (1) endorsed to include ARRC as an additional insured with respect to the performance of the work; (2) endorsed whereby the insurance company will notify ARRC of any material change, cancellation, non-renewal or expiration of the insurance policy in writing not less than thirty (30) days prior to the effective date; (3) endorsed with a waiver of subrogation rights in favor of ARRC; and (4) endorsed with the Alaska Suit Endorsement.
- 4.3 Prior to commencement of any work on ARRC Property, the Permittee/Contractor, shall deliver to ARRC certificate(s) of insurance showing evidence of the insurance required in Section 4.4.
- 4.4 Alaska Railroad Corporation Minimum Insurance Requirements.
- a. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence and \$10,000,000 aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Broad Form Property Damage Liability. Coverage shall not contain any exclusions of Explosion, Collapse, Underground, or Rail Operations.
  - b. Automobile Liability insurance on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
  - c. Worker's Compensation insurance in accordance with the statutory coverages required by the State of Alaska and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the Work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, and the Federal Employers Liability Act.
  - d. If any part of the work to be performed on ARRC Property is located within one hundred feet (100') of a railroad track, then the Permittee/Contractor shall also obtain Railroad Protective Liability insurance (Alaska Railroad Corporation as named insured) with limits of liability of not less than \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

**SECTION 5. NOTICE**

- 5.1 A pre-construction meeting shall be held with ARRC's Chief Engineer and representatives of the Permittee/Contractor and subcontractors prior to the commencement of any work on ARRC Property by the Permittee/Contractor or its subcontractors.

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- 5.2 The Permittee/Contractor shall give written notice to the Chief Engineer not less than ten (10) days in advance of the commencement of any construction, reconstruction or major maintenance activity on ARRC Property, in order that the necessary arrangements may be made for the protection of ARRC's operations. This notice shall include a description of the proposed work on ARRC Property, schedule of work, and the names of any Permittee/Contractor's subcontractor who may also be working on ARRC Property.

**SECTION 6. FLAG PROTECTION AND PROTECTION OF ARRC TRAFFIC**

- 6.1 Whenever ARRC flag protection is required, it will be provided by ARRC at Permittee/Contractor's expense. ARRC flag protection is to insure the safe movement of trains and other rail traffic and shall be done in strict accordance with the ARRC rules on flagging. All flag protection must be scheduled prior to any work commencing within the ARRC right-of-way.
- 6.2 ARRC will, during the progress of the work, utilize as many qualified flag people as in the opinion of the ARRC may be required for the adequate protection of ARRC traffic. All expense for providing such flagpersons shall be paid by the Permittee/Contractor to ARRC.
- 6.3 The Permittee/Contractor shall arrange with ARRC to keep itself informed on the time of arrival of all trains and shall stop any of Permittee/Contractor's operations which might be or cause a hazard to the safe passage of the train past the site of the work from ten (10) minutes before the expected arrival of the train until it has safely passed.
- 6.4 Track outages will only be approved in exceptional cases for limited durations. Prior to a proposed track outage, the Permittee/Contractor shall submit a closure plan to ARRC. The plan will describe the work to be accomplished, the equipment, manpower and other resources required, and the work schedule. Once approved by ARRC, the Permittee/Contractor shall follow the plan. ARRC reserves the right to assume control of the work to reestablish rail service if the schedule is not met. Permittee/Contractor shall bear all costs and damages which may result from failure to meet the closure schedule, in addition to the train delay charges provided for herein.

**SECTION 7. TRAIN DELAYS**

- 7.1 All work on ARRC Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by ARRC.
- 7.2 Should any of the Permittee/Contractor's or its subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Permittee/Contractor by ARRC.

Passenger trains each:	\$50 per minute of delay, 60-minute minimum charge.
All other rail traffic:	50 per minute for each delay over five minutes, 30-minute minimum charge.

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Rail barges, or other	No charge for delays of one hour or less; \$1,000 per hour
Connecting Carrier Vessels:	for each hour or any part of an hour thereafter with a minimum charge of \$6,000.

- 7.3 Delay time will be taken from the train sheet in ARRC's Dispatcher's Office, Anchorage (907-265-2504) for all delays and such train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

**SECTION 8. PROTECTION OF COMMUNICATION LINES & FIBER OPTIC CABLE**

- 8.1 All work on ARRC Property shall be conducted in such a manner as to protect ARRC's communication facilities at all times from outages resulting directly or indirectly from the Permittee/Contractor's or its subcontractor's operations.

- 8.2 Should any of the Permittee/Contractor or its subcontractor's operations cause outages to said communications facilities, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Permittee/Contractor:

Open wire communication circuits:	\$1.00 per minute per circuit
Communication cable:	\$1.00 per minute per cable

- 8.3 A minimum charge of \$250.00 will be made for each outage plus the total repair costs. The outage time shall be that as established by ARRC's Test Board, Anchorage.
- 8.4 There shall be no equipment operated or excavation made within fifteen (15) feet of any ARRC communication pole guy, anchor, or other communications apparatus unless authorized in advance by the Telecommunications Supervisor.
- 8.5 Fiber optic cable systems are buried on ARRC's ROW Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on ARRC's Property.

**SECTION 9. ROAD CROSSINGS**

- 9.1 Whenever automatic railroad crossing signals are in the work area, these signals must remain in operating condition at all times. If, as a result of the Permittee/Contractor's or subcontractor's activities the signals become

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inoperable, the crossing shall be continuously flag protected until the signals are again operable. See Section 6 for flagging specifications.

- 9.2 When regular railroad crossings are used as haul routes inside or outside the work area, flagpersons shall be provided by the Permittee/Contractor for said crossings in all situations at the discretion of the ARRC.
- 9.3 Temporary road crossings may be installed provided the Permittee/Contractor has acquired from ARRC a temporary road crossing permit for said crossing. If the crossing is not shown on the project plans as approved by ARRC, then it will be at ARRC's sole discretion whether to allow a later-requested crossing.
- 9.4 The temporary road crossing shall be constructed to the length and the standards specified in the temporary road crossing permit. All protective signs required by ARRC shall be provided and properly maintained by the Permittee/Contractor. The temporary road crossing shall be installed under ARRC flag protection in accordance with Section 6 of these specifications.
- 9.5 The flange ways of all road crossings used by the Permittee/Contractor or its subcontractor as haul routes or temporary road crossings shall be kept clean and free of gravel at all times and shall otherwise be maintained to the satisfaction of the Chief Engineer.
- 9.6 When a temporary road crossing is in use, ARRC flag protection shall be provided at all times. See Section 6 for specifications.
- 9.7 When a temporary or private road crossing is not in use, the Permittee/Contractor shall provide suitable barricades (gates with padlocks, posts driven into the ground, etc.) to prevent vehicular access to the crossing.
- 9.8 When not in use during the winter season, the temporary road crossing shall be removed. Upon completion of the work or termination of the crossing permit, the temporary crossing shall be removed and the area restored to its original condition.
- 9.9 The Permittee/Contractor agrees that all others using the private road crossing, except ARRC and its employees, shall be considered agents of the Permittee/Contractor.
- 9.10 Sight Triangles at road crossings shall be maintained by Permittee/Contractor free of vegetation and other obstructions to vision in accordance with the table entitled "Sight Triangle Distance" attached and as otherwise established and revised from time to time by ARRC.
- 9.11 Temporary public road crossings must be included in a traffic control plan submitted by the Permittee/Contractor to Alaska Department of Transportation (ADOT) for review and approval prior to constructing the crossing.

**SECTION 10. POWER AND COMMUNICATION LINES**

- 10.1 All power and communication lines shall be designed and constructed in accordance with the current edition of the National Electric Safety Code (NESC).

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- 10.2 Underground power and communication lines shall be installed in accordance with Section 11 of these specifications. Whenever an underground power or communication line crosses underneath a track, a casing pipe shall be installed for carrying such lines.
- 10.3 The minimum clearance above the top of rail of ARRC track shall be in accordance with the handbook referenced in Section 11.1, plus six (6) inches to allow for future grade raises.
- 10.4 The minimum clearance above ARRC communication lines shall be in accordance with the handbook referenced in Section 11.1.
- 10.5 Additional lines may not be added, or the characteristics of the line(s) changed without the prior written approval of ARRC's Director, Real Estate or Chief Engineer.
- 10.6 Wires shall be strung across ARRC tracks only when ARRC flag protection is provided in accordance with Section 6 of these specifications.
- 10.7 No wires shall be strung across ARRC's communications lines without first receiving prior written approval from ARRC's Telecommunication Supervisor, and such work must be accomplished only at a time and in a manner prescribed by said Telecommunication Supervisor.

**SECTION 11. UNDERGROUND UTILITIES**

- 11.1 All underground utilities, including culverts, pipelines, and underground power and communication lines, on ARRC Property shall conform to the current American Railway Engineering and Maintenance-of-way Association (AREMA) Manual for Railway Engineering.
- 11.2 Unless another method is authorized in advance and in writing by the Chief Engineer, all underground utilities shall be installed under tracks and roads by boring, jacking or tunneling.
- 11.3 Boring, jacking or tunneling shall be done under ARRC tracks only when ARRC flag protection is provided in accordance with Section 6 of these specifications.
- 11.4 The proposed plan for boring, jacking or tunneling shall be approved by the Chief Engineer prior to commencing the operation.
- 11.5 All boring, jacking or tunneling headings shall be continuously protected against any loss of ground material by shoring and/or cribbing as necessary.

**SECTION 12. OPEN TRENCHING**

- 12.1 Only when authorized in advance and in writing by ARRC shall any portion of the track be removed to allow trenching for installation of the Facility.
- 12.2 If allowed to open trench, the track may be removed from service only at the time authorized by the Chief Engineer and shall be restored to service within the time period specified by the Chief Engineer. Should the track not be restored to service within the time period specified, the agreed amount of liquidated

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damages shall be at the rate specified in the written authorization allowing the open trenching or the liquidated damages in accordance with Section 7 of these specifications, whichever is greater, and shall be collected from the Permittee/Contractor.

- 12.3 All track work shall be accomplished by qualified track persons.
- 12.4 Only that portion of the track structure necessary to excavate, stockpile and install the Facility shall be removed. All track material removed shall be handled, stockpiled and relayed in a manner to avoid damage. Any material which may be damaged shall be replaced by the Permittee/Contractor at its own expense.
- 12.5 The backfill of the trench under the track and in the road bed prism shall be of the same type of material as taken out, except the top 2 feet shall be clean pit run gravel. Backfilling and compaction shall be in one-foot lifts with a compaction of 95% of maximum density in the area affecting the roadbed prism.
- 12.6 The ballast used in replacing the track shall be equal in depth and quality as that which was removed. The track shall be relayed and brought to original grade in accordance with standard ARRC practices. The track shall be resurfaced as often as necessary for a period of 12 months after completion of construction to remove any settlement that may have occurred.

**SECTION 13. EXCAVATIONS**

- 13.1 Unless authorized in advance and in writing by ARRC, the top of any excavation shall not be within 20 feet of the centerline of any track; nor shall any excavation exceed ten (10) feet in depth regardless of its proximity to track.
- 13.2 No water shall be allowed to stand in open excavations in the track area.
- 13.3 Bridging and shoring shall be adequate to safely carry ARRC traffic and the decision of the Chief Engineer pertaining to same shall be final.
- 13.4 All open excavations shall be continuously protected by flags, flares, barricades or watchpersons, as directed by ARRC.
- 13.5 No excavation shall be left open more than three days, unless authorized by the Chief Engineer.
- 13.6 ARRC embankments and cut slopes shall not be disturbed any more than necessary to accommodate the construction and shall be left in a stabilized condition.
- 13.7 ARRC ditches, culverts and roadways shall be kept clean and free of rock, gravel, construction debris and equipment at all times.

**SECTION 14. ARRC INSPECTIONS**

- 14.1 ARRC may furnish an inspector during the periods of construction on ARRC Property. The ARRC inspector will inspect the removal and replacement of tracks, excavation, backfill, necessary bridging for tracks, shoring, flagging, lighting, clearances, etc., when necessary. The ARRC inspector will work

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directly with the representative of the Permittee /Contractor and the decision of the ARRC inspector in matters pertaining to ARRC operations and safety shall be final. In the event more than one shift is worked, an ARRC inspector will be required for each shift. Presence or absence of an ARRC inspector shall not relieve the Permittee /Contractor of liability for damage done to property of ARRC, or the property of ARRC lessees or permittees having installations on ARRC Property. All ARRC cost and expense for furnishing said inspector(s) shall be collected from the Permittee /Contractor.

**SECTION 15. USE OF EXPLOSIVES**

- 15.1 The use of explosives shall be done in compliance with all applicable Federal, State and local laws and ordinances regarding same.
- 15.2 No blasting of any kind will be permitted unless the Permittee/Contractor thoroughly safeguards the movement of trains and other rail traffic and personnel in the area where such blasting is being conducted. Before blasting, ARRC flag protection in accordance with Section 6 of these specifications shall be provided on each side of the blast area by the Permittee/Contractor. This flag protection shall not be removed until the track is inspected for damage from the blast.

**SECTION 16. SNOW REMOVAL**

- 16.1 Snow removal operations shall be conducted in such a manner as to not place snow (1) upon the tracks of ARRC; (2) where it interferes with the normal operation of the automatic crossing signals; or (3) where it impairs the visibility of either highway or rail traffic at the crossing.
- 16.2 Snow removal operations shall be conducted in accordance with Section 3 of these specifications.

**SECTION 17. CLEAN-UP**

- 17.1 At all times, all work and activities on ARRC Property shall be accomplished in such a manner as to keep the ARRC Property in a neat, orderly and safe condition satisfactory to ARRC.
- 17.2 Upon completion of Permittee/Contractor's work, all equipment and unused materials shall be removed and the ARRC Property shall be left in a neat and clean condition satisfactory to ARRC.
- 17.3 Should the Permittee/Contractor or its subcontractor fail to comply with Section 17.1 and 17.2 above, ARRC may perform the required clean-up. All ARRC costs and expenses for performing this work shall be collected from the Permittee /Contractor.

**SECTION 18. INDEMNITY**

- 18.1 To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless ARRC, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, death, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's

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and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

- 18.2 The right to indemnify under this Section 18 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- 18.3 Contractor expressly and specifically assumes potential liability under this Section 18 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 18.
- 18.4 No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against Contractor may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- 18.5 The provisions of this Section 18 shall survive the completion of any work performed by Contractor. In no event shall this Section 18 or any other provision herein be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

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<b>ARRC No:</b>	13-11-160
<b>DOT/PF Project No:</b>	51922
<b>DOT/PF Utility Agreement No:</b>	1-51922-10-46
<b>Project:</b>	International Airport Road and Jewel Lake Road
<b>ARRC Milepost:</b>	MP J-1.23

**UTILITY AGREEMENT**

**International Airport Road and Jewel Lake Crossing**

This agreement made and entered into this 23<sup>RD</sup> day of March, 2011 by and between the ALASKA RAILROAD CORPORATION, herein referred to as "ARRC", and the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, P.O. Box 196900, Anchorage, Alaska 99519-6900, herein referred to as "DOT/PF".

WITNESSETH:

WHEREAS, DOT/PF and ARRC are parties to that certain Blanket Permit for Road Crossings and Automatic Crossing Signals, ARRC Contract No. 6012, which expired on September 30, 2009 and is being renegotiated in good faith by the parties, and have agreed that the following road crossing previously permitted thereunder is in need of rebuilding or upgrade:

International Airport Road and Jewel Lake Road, ARRC MP J-1.23

WHEREAS, DOT/PF has continuing need for the public facility listed above and the parties fully expect to execute a new contract in the future which will include said facility, but certain work is required in the public interest and will be done under this agreement and Temporary Construction Permit, ARRC Contract No. 9501, in the interim; and

WHEREAS, DOT/PF has requested ARRC to provide labor, equipment, and materials as specified herein and management expertise to rebuild / upgrade the track structure and upgrade the signal system for the purpose of performing channelization improvements to Spenard Road and to install railroad crossing gates to aforementioned crossing;

327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

MAILING ADDRESS  
P.O. Box 107500 Anchorage, Alaska, 99510-7500

TEL 907.265.2300 FAX 907.265.2436  
AlaskaRailroad.com

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NOW THEREFORE, in consideration of the mutual covenants herein recited, ARRC and DOT/PF hereby agree as follows:

1. The construction, adjustment and/or relocation of facilities within the project limits are located at ARRC milepost as listed above. The scope of work within the project limits to be provided by ARRC is as follows:
  - a. Rebuild one (1) each 97-1/2 foot concrete modular road crossing to fully support highway and railroad traffic.
  - b. Upgrade a 16 foot concrete modular pedestrian / bikepath
  - c. Replace and upgrade aging crossing signal system,
  - d. Provide railroad flag protection/project representation whenever construction workers or equipment are required per the Project Railroad Specifications.
  
2. Under the terms of this agreement, the ARRC or its contractor will provide the following and ARRC will be entitled to bill DOT/PF for reimbursement:
  - a. Provide all labor, materials, equipment and management expertise for upgrading and/or rebuilding a 97-1/2 foot concrete modular crossing with new panels and surfacing at the location as defined above.
  - b. Upgrade a 16 foot concrete modular pedestrian / bikepath with new center panels only,
  - c. Provide all labor, material, equipment and management expertise to replace existing crossing signal system with,
    - (1) Install new crossing package,
    - (2) New gate assembly,
    - (3) Upgrade all flashing lights to LED lights, and
    - (4) Replace or upgrade cantilever foundation and cantilever(s) as needed.
  - d. Provide all labor, materials and construction equipment for Railroad flag protection whenever ARRC or DOT/PF or its contractor's construction workers or equipment are within 20 feet of ARRC trackage.
  - e. Perform inspections, attend meetings, support engineering design requirements and other project activities in support of the project.

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- f. Preliminary engineering work that the ARRC has provided for this project prior to the date of this agreement.
  - g. ARRC and / or ARRC's contractor shall be responsible for any costs incurred due to delay of trains and/or causing damage to the railbed as a result of ARRC's or its contractor's work.
3. Under the terms of this agreement, DOT/PF or its contractor will:
- a. Provide a contact person to coordinate the construction of the crossing and railroad flagging. The ARRC representative for crossing construction is Blake Adolfae, Project Manager at 265-2662 and Brandon Frazier, Signal Construction Manager at 265-2353.
  - b. Develop and implement a traffic control plan.
  - c. DOT/PF will provide Labor, Equipment, and Materials to: Install junction boxes and conduits as shown on the plans; Install foundation, provided by ARRC, at station 162 + 90, 45.5 feet left, as shown on the plans; Pave crossing approaches to match the railroad crossing surface, and; provide adjustment to roadway appurtenances, such as sidewalk, guardrail, and signage, as required.
4. Standard Specifications for Work on Railroad Property (Railroad Specifications):
- ARRC Standard Specifications (Railroad Specifications) for Work on Railroad Property as modified in the advertised DOT/PF specifications for subject project are hereby incorporated herein and by this reference made as part of this agreement. The ARRC Chief Engineer must approve any modifications to the Railroad Specifications. In the event of any conflict between this agreement text and the Railroad Specifications, the Railroad Specifications control.
5. Reimbursement:
- a. DOT/PF will reimburse the ARRC for costs of all services, labor and materials provided by the ARRC for the aforesaid project in accordance with Paragraph 2 above. Reimbursement for overhead, material handling and equipment will be based upon the audited rates in effect at the time the work is accomplished.
  - b. Billing procedures will be in accordance with Procedures for Utility Billings for Central Region as developed by the DOT/PF and approved by the ARRC.

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- c. 23 CFR Part 646 "Railroads" shall apply to the extent required by law.
- d. ARRC estimate for this work is a total of \$464,300 and is based upon 2009 construction costs and 2009 overhead rates, as more specifically detailed in attached and incorporated herein. ARRC will not incur expenses in excess of the estimated amount without further authority from DOT/PF.
- e. ARRC costs will be accumulated under ARRC work order/project number **22925** (preliminary engineering), **22926** (Flagging), **22927** (Crossing Rebuild) and **22928** (Signal System Upgrade)
- f. ARRC contact for invoice and billing questions shall be Jan Henning at 907-265-2214.

6. Schedule:

The DOT/PF and the ARRC will determine a mutually acceptable work schedule and completion period for all the projects within this agreement. The parties will cooperate in good faith to schedule the work at the earliest convenience in 2011.

{Remainder of this page is intentionally omitted}

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above mentioned.

**CONTRACT REVIEW:**


STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

BY:   
TITLE: Engineer Associate

DATE: 3-15-2011

**RECOMMENDED FOR APPROVAL:**

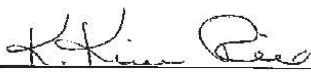
STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

BY:   
TITLE: Utilities Chief

DATE: 3/19/2011

**NOTICE TO PROCEED:**

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

BY:   
TITLE: Pre-Construction Engineer

DATE: 3-23-11

**UTILITY COMPANY ACCEPTANCE:**

COMPANY  
ALASKA RAILROAD  
CORPORATION

BY: T. BROOKS  
TITLE: VP ENG'G

DATE: 3/11/11

ARRC 13-11-160

**A-175 Sample Railroad Agreement  
(Page 6 of 43)**

Agreement No. 1-51922-10-46  
EXHIBIT "A" Page 1 of 10

**SUMMARY OF ESTIMATE FOR ADJUSTMENT OF FACILITY, REQUIRED BY ROAD CONSTRUCTION**

The Alaska Railroad Corporation, estimate of work and materials required in connection with that portion of the system of highways designated as Project No.: 51922, Project Name: International Airport Road & Jewel Lake Road, Utility Work Order No. 22926, 22927, 22928 Agreement No. 1-51922-10-46

	FEDERAL PARTICIPATION	STATE PARTICIPATION	UTILITY COST NON-REIMBURS.	TOTALS
<b>PART I. UTILITY WORK</b>				
57329-RIGHT OF WAY (Acquisition Only)				
Preliminary Engineering	15,200	-	-	15,200
Preliminary Engineering Overhead	9,421	-	-	9,421
57382-TOTAL PRELIMINARY ENGINEERING	24,621	-	-	24,621
Construction Engineering	20,200	-	-	20,200
Construction Engineering Overhead	12,520	-	-	12,520
57720-TOTAL CONSTRUCTION ENGINEERING	32,720	-	-	32,720
Construction Labor	75,989	-	-	75,989
Materials & Supplies	137,036	-	-	137,036
Materials Handling Charges				
Transportation & Equipment	20,126	-	-	20,126
Contract Construction	17,910	-	-	17,910
DOL Fee 1% of Contract Construction	179	-	-	179
Miscellaneous Expenses				
Construction Subtotal	251,240	-	-	251,240
Construction Overhead	155,719	-	-	155,719
GROSS CONSTRUCTOR COSTS	406,959	-	-	406,959
(Credits)				
Less Association Expenditure				
Non-Reimbursable				
TOTAL CREDITS				
57719-NET CONSTRUCTION COSTS	406,959	-	-	406,959
<b>TOTAL UTILITY WORK</b>	<b>464,300</b>	<b>-</b>	<b>-</b>	<b>464,300</b>

<b>PART II. STATE WORK FOR UTILITY</b>				
Preliminary Engineering @ 5%				
Contract Construction				
Construction Engineering @ 15%				
ICAP @				
TOTAL STATE WORK FOR UTILITY				
<b>TOTAL ESTIMATED RELOCATION COSTS (Parts I &amp; II)</b>	<b>464,300</b>	<b>-</b>	<b>-</b>	<b>464,300</b>

UTILITY CONCURRENCE, BY: T. B. Bross DATE: 3/11/11, 2011  
 SUBMITTED BY: [Signature] TITLE: Billings Officer

**A-175 Sample Railroad Agreement  
(Page 7 of 43)**

	WO# (P.E.)	WO# 22926 (Flagging)	WO# 22927 (Crossing)	WO# 22928 (Signals)	Totals
Preliminary Engineering	15,200.00	0.00		0.00	15,200.00
Construction Engineering	0.00	1,600.00		18,600.00	20,200.00
Construction:					
Equipment	0.00	2,355.00	10,783.00	6,988.00	20,126.00
Labor	0.00	16,800.00	28,397.00	30,792.00	75,989.00
Materials	0.00	0.00	25,386.00	111,650.00	137,036.00
Contract Construction	0.00	0.00	2,475.00	15,435.00	17,910.00
DOL FEE (1% C.C.)		0.00	24.75	154.35	179.10
Subtotal	0.00	19,155.00	67,065.75	165,019.35	251,240.10
Est'd Engineering & Construction	15,200.00	20,755.00	67,065.75	183,619.35	286,640.10
Overhead @ 61.98%	9,420.96	12,863.95	41,567.35	113,807.27	177,659.53
Total Estimated Costs	24,620.96	33,618.95	108,633.10	297,426.62	464,299.63

Note: Agreement Estimate differs from ARRC estimate due to the following:

\* Applying DOL fee to Contract Construction costs.

\*\* Rounding.

**A-175 Sample Railroad Agreement  
(Page 8 of 43)**

Agreement #1-51922-10-46  
Exhibit "A" page 3 of 10

Description		Qty	Unit	Unit Price	Total	Notes / Comments
<b>REIMBURSABLE</b>						
<b>Construction</b>						
<b>Crossing Construction</b>						
Equipment			Subtotal		\$ 15,200	
Equipment		456			\$	
Materials			Subtotal		\$ 14,700	
Materials					\$	
Contracts			Subtotal		\$	
Contracts					\$	
<b>Signal/Construction</b>						
<b>Equipment</b>						
Rental Equipment		0	DY	\$ 311	\$	Cat-430 backhoe loader or equal
Rental Equipment, Op \$		0	HR	\$ 16	\$	Cat-430 backhoe loader or equal
Rental Equipment		0	DY	\$ 350	\$	Boom Truck
Rental Equipment, Op \$		0	HR	\$ 16	\$	Boom Truck
ARRC Equipment		0	DY	\$ 79	\$	W1153, truck or equal
<b>Labor</b>						
Labor		0	HR	\$ 48	\$	Workmen, ST, 3ea.
Labor		0	HR	\$ 77	\$	Workmen, DT, 3ea.
Labor		0	HR	\$ 100	\$	Office Support
Per Diem		0	MD	\$ 40	\$	
<b>Materials</b>						
<b>Crossing Signal Package</b>						
Wire, Conduit, Fittings		0	LOT	\$ 126,025	\$	
Wire, Conduit, Fittings		0	LOT	\$ 17,250	\$	
<b>Contracts</b>						
Engineering and Design		0	LS	\$ 9,000	\$	
Lodging		0	MD	\$ 185	\$	
Travel		0	RT	\$ 285	\$	
Construction Subtotal					\$ 15,200	
Mobilization		0.00%			\$	
Construction Total					\$ 15,200	
<b>Design &amp; Support</b>						
<b>Engineering and Design</b>						
Management					\$	
Design & Support Total					\$	
Project Subtotal					\$ 15,200	
Reimbursable Total				* Reimbursable rate is 61.89%	\$ 9,400	
<b>Grand Total (Rounded)</b>				* Notes: Reimbursable Rate Applied	\$ 24,600	


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Page 1 of 2

Jewel Lake & International Prelim. Engr. Estimate 09.06

**A-175 Sample Railroad Agreement  
(Page 9 of 43)**

Agreement #1-51922-10-46  
Exhibit "A" page 4 of 10

 <p>Alaska Railroad Corporation</p>		<p>MP Location: JL23 ARRC Proj: xxxxx ADOT Proj: 51922</p>			
<p><b>INTERNATIONAL AIRPORT ROAD &amp; JEWEL LAKE - PRE. ENGR.</b></p>					
<p>Preliminary Engineering for International Airport &amp; Jewel Lake Road, AKDOT Intersection upgrade</p>					
<p>Prepared by: TJ Sheffield on 2010.08.24</p>					
REIMBURSABLE					
Description	Qty	Unit	Unit Price	Total	Notes / Comments
<p>Assume staff and equipment through bid preparation and award period, assume end-of-year 2010</p>					

8/25/2010 9:03 AM

Page 2 of 2

Jewel Lake & International Prelim. Engr. Estimate 05.xls

**A-175 Sample Railroad Agreement  
(Page 10 of 43)**

Agreement #1-51922-10-46  
Exhibit "A" page 5 of 10

Description		Qty	Unit	Unit Price	Total	Notes / Comments
<b>Construction</b>						
Crossing Construction					\$ 19,200	
Equipment					\$ 2,355	
ARRC Equipment		30	DY	\$ 79	\$ 2,355	Cat 430 truck or equip. flagger
Labor					\$ 16,800	
Labor		240	MH	\$ 40	\$ 9,600	Flagman, ST, assume 30 days
Labor		120	MH	\$ 60	\$ 7,200	Flagman, OT, assume 30 days
Materials					\$ -	
Contracts					\$ -	
Subtotal					\$ -	
<b>Signal Construction</b>						
Equipment					\$ -	
Rental Equipment		0	DY	\$ 301	\$ -	Cat 430 backhoe loader or equal
Rental Equipment, Op \$		0	HR	\$ 36	\$ -	Cat 430 backhoe loader or equal
Rental Equipment		0	DY	\$ 350	\$ -	Boom Truck
Rental Equipment, Op \$		0	HR	\$ 16	\$ -	Boom Truck
ARRC Equipment		0	DY	\$ 79	\$ -	V1163, truck or equal
Labor					\$ -	
Labor		0	HR	\$ 48	\$ -	Workmen, ST, 3ea.
Labor		0	HR	\$ 72	\$ -	Workmen, OT, 3ea.
Labor		0	HR	\$ 200	\$ -	Office Support
Per Diem		0	MD	\$ 40	\$ -	
Materials					\$ -	
Crossing Signal Package		0	LOT	\$ 126,625	\$ -	
Wires, Conduit, Fittings		0	LOT	\$ 17,250	\$ -	
Subtotal					\$ -	
<b>Contracts</b>						
Engineering and Design					\$ 9,000	
Lodging		0	MD	\$ 185	\$ -	
Travel		0	RT	\$ 285	\$ -	
Construction Subtotal					\$ 19,200	
Mobilization		0.00%			\$ -	
Construction Total					\$ 19,200	
<b>Design &amp; Support</b>						
<b>Engineering and Design</b>						
NEPA / Permitting					\$ -	
Environmental					\$ -	
Preliminary Engineering		0	MH	\$ 70	\$ -	Engineering support, plans review
Land Acquisition					\$ -	
Survey					\$ -	
Geotechnical					\$ -	

MAP Location: 11.23  
ARRC Proj: 22926  
ADOT Proj: 51922

## INTERNATIONAL AIRPORT ROAD & JEWEL LAKE FLAGGING

Flagman for International Airport & Jewel Lake Road, AKDOT Intersection upgrade

Prepared by: T.J. Sheffield on 2010.08.24

REIMBURSABLE



8/28/2010 9:08 AM


Page 1 of 2

Jewel Lake & International Flagging Estimate 03.xls



**A-175 Sample Railroad Agreement  
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Agreement #1-51922-10-46  
Exhibit "A" page 6 of 10

 Alaska Railroad Corporation <b>INTERNATIONAL AIRPORT ROAD &amp; JEWEL LAKE FLAGGING</b> Flagman for International Airport & Jewel Lake Road, AKDOT intersection upgrade Prepared by: TJ Sheffield on 2010.08.24		REIMBURSABLE MP Location: J1.23 ARRC Proj: 22926 ADDOT Proj: 51922		Notes / Comments
Description	Qty	Unit	Unit Price	Total
Archaeological Architectural				\$
<b>Management</b>				\$ 1,600
Project Management	3.00%			\$ 600
Project Management Support	1.00%			\$ 200
Construction Management	3.00%			\$ 600
Quality Assurance Mgmt	1.00%			\$ 200
<b>Design &amp; Support Total</b>				\$ 1,600
<b>Project Subtotal</b>				\$ 20,800
<b>Reimbursable Total</b>				\$ 12,900
*Note: Reimbursable Rate Applied				\$ 33,700
<b>Grand Total (Rounded)</b>				
Assume a Flagman and vehicle for 30 days.				

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Jewel Lake & International Flagging Estimate 03.xls

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Agreement #1-51922-10-46  
Exhibit "A" page 7 of 10

Description		Qty	Unit	Unit Price	Total	Notes / Comments
<b>Equipment</b>						
ARRC Equipment		8	DY	\$ 57	\$ 451	V1135 truck or equal, project manager
ARRC Equipment		4	DY	\$ 519	\$ 2,075	SL19 CAT 988 loader or equal
ARRC Equipment		4	DY	\$ 36	\$ 145	\$5L1 4K1d steel or equal
ARRC Equipment		4	DY	\$ 150	\$ 601	V1260 truck or equal, boom
ARRC Equipment		16	DY	\$ 79	\$ 1,256	V1283 truck or equal, roadmaster, section & HE operators
ARRC Equipment		1	DY	\$ 2,559	\$ 2,559	C10 work train or equal, ballast delivery
ARRC Equipment		2	DY	\$ 36	\$ 71	V1286 truck or equal, work train & dump crew
ARRC Equipment		4	DY	\$ 150	\$ 601	V1301 tractor or equal, with trailer
ARRC Equipment		2	DY	\$ 830	\$ 1,660	TY19 temper or equal
ARRC Equipment		2	DY	\$ 528	\$ 1,057	BR30 ballast regulator or equal
ARRC Equipment		1	DY	\$ 74	\$ 74	TF-19 forklift or equal, TOFC loads and unloads materials
ARRC Equipment		1	DY	\$ 45	\$ 45	V1147 truck or equal, TOFC loads and unloads materials
Rental Equipment		2	DY	\$ 53	\$ 106	Rental hy-rail, surfacing gang
Rental Equipment Op \$		20	HR	\$ 5	\$ 94	Rental hy-rail, surfacing gang, operating cost
<b>Subtotal</b>					<b>\$ 28,397</b>	
<b>Labor</b>						
Labor		40	MH	\$ 52	\$ 2,080	Roadmaster
Labor		32	MH	\$ 42	\$ 1,356	Gang foreman, ST
Labor		16	MH	\$ 64	\$ 1,017	Gang foreman, OT
Labor		192	MH	\$ 31	\$ 5,985	Track laborers, ST
Labor		96	MH	\$ 47	\$ 4,488	Track laborers, OT
Labor		64	MH	\$ 36	\$ 2,305	HE operators, ST
Labor		56	MH	\$ 54	\$ 3,026	HE operators, OT
Labor		1	DY	\$ 1,725	\$ 1,725	Train Crew, Work Train
Labor		1	DY	\$ 541	\$ 541	Dump Crew, Work Train
Labor		3	DY	\$ 1,105	\$ 3,211	Surfacing Gang
Labor		3	MH	\$ 34	\$ 102	Signal mainta net, ST
Labor		4	MH	\$ 50	\$ 202	Signal mainta ner, OT
Labor		1	DY	\$ 1,322	\$ 1,322	Flagging
Per Diem		19	MD	\$ 95	\$ 1,805	Welding crew
Per Diem		0	LS	\$ 95	\$ 0	Welding crew
Per Diem		0	DY	\$ 35	\$ 0	Track Crew and HE Operators
Per Diem		3	MD	\$ 35	\$ 105	Train Crew, Work Train
<b>Subtotal</b>					<b>\$ 25,386</b>	
<b>Materials</b>						
Crossing Panel, Gauge, Rubber		2	EA	\$ 955	\$ 1,910	Rubber modular crossing panels, pedestrian walkway
Crossing Panel, Gauge, Concrete		12	EA	\$ 955	\$ 11,460	Concrete modular crossing panels
Crossing Panel, Field		24	EA	\$ 362	\$ 8,688	"
Crossing Panel, Ramp, Left		7	EA	\$ 70	\$ 490	"

MIP Location: J1.23  
ARRC Proj: 22927 / 22928  
ADOT Proj: 51922

**INTERNATIONAL AIRPORT ROAD & JEWEL LAKE CROSSING**

Rebuild one 97'-1/2 ft. road crossing, on International Airport & Jewel Lake Road, new panels, surfacing, for AKDOT intersection upgrade

Prepared by: TJ Sheffield on 2010.08.24

REIMBURSABLE

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Jewel Lake & International Crossing Estimate 03.xls

**A-175 Sample Railroad Agreement  
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Agreement #1-51922-10-46  
Exhibit "A" page 8 of 10

Description		Qty	Unit	Unit Price	Total	Notes / Comments
<b>REBURSABLE</b>						
Crossing Panel, Ramp, Right	EA	2		79	158	
Crossing Panel, Ramp, Center	EA	2		153	305	
Panel Installation Jewelry	LOT	1		472	472	Screws, drill bits, drive socket
Ties, 10 ft.	EA	0		72		Ties, 10 ft. assume no track panel required
Ties, 10 ft. transition	EA	0		72		Ties, 10 ft. assume track panel covers transition ties, otherwise tan ties on each end
Flares, pandrol	EA	0		12		Flares, pandrol
Elips, pandrol	BG	0		35		Elips, pandrol
Screws, pandrol	BG	0		47		Screws, pandrol
Angle bars	PR	0		105		Angle bars for joints at end of panel
Bolts, track	EA	0		4		Bolt, nut and washer assembly
Ballast	TN	75		26	1,914	Ballast, Curry Inventory price
4" FG Conduit	GTH	0		127		4" conduit, signal, 20 ft. length, heavy wall fiberglass
4" FG Conduit, Couplings	EA	0		25		4" conduit, couplings, heavy wall fiberglass
4" FG Conduit, Caps	EA	0		21		4" conduit, end caps, heavy wall fiberglass
6" CMP Perf Pipe	GTH	0		183		Drain pipe, 6" perforated, 20 ft. length
6" CMP Perf Pipe, Couplings	EA	0		19		Drain pipe, 6" coupling bands
6" CMP Perf Pipe, Elbows	EA	0		83		Drain pipe, 6" elbows, 45 deg.
Rail	LF	0		32		Rail, 115lb, new, for 200' track panel
Weld Kits, thermite	EA	0		130		Thermite welding materials
TRC material	LS	1		175	175	Straps, binders, dunnage timber
<b>Contracts</b>	<b>Subtotal</b>				<b>2,475</b>	
Asphalt Underlayment	TN	0		35		Asphalt delivery, ARRC rolls out, 6" thick, 12 ft. x 150 ft., 150 pcf
Asphalt Construction Mix	LS	0		750		Asphalt, contractor, mobilization
Asphalt Saw cuts	LF	0		3		Asphalt, saw cuts, contractor, both sides of road, plus the bike path
Asphalt Removal	SV	0		15		Asphalt removal, contractor
DJ, Sub-base	TN	0		80		DJ material, delivered & placed, 4" thick, 50 ft. pullback, both sides
Asphalt Paving	TN	0		240		Asphalt pavement, delivered & placed, 4" thick, 150 pcf, 50 ft. pullback, both sides
Weld Testing / Inspection	DY	0		1,900		Inspect and test welds before installation of track panel
Dumpster	DY	3		750	2,250	Deliver to site, pick up and dispose
Portable Toilet	DY	3		75	225	Portable toilet during construction
Traffic Control Plan	LS	0		2,500		Assume ADOT provides the Traffic Control Plan
<b>Utility Construction</b>						
<b>Signal Construction</b>						
<b>Equipment</b>	<b>Subtotal</b>				<b>164,900</b>	
Rental Equipment	DY	5		195	975	R1033, CAT 302.5 Mini Excavator or Equal
Rental Equipment, Op	HR	25		12	300	R1033, CAT 302.5 Mini Excavator or Equal
Rental Equipment	DY	1		3,000	3,000	Crane
Rental Equipment, Op	HR	5		16	78	Crane
ARRC Equipment	DY	14		75	1,095	V1163, truck or equal

**A-175 Sample Railroad Agreement  
(Page 14 of 43)**

Agreement #1-51922-10-46  
Exhibit "A" page 9 of 10

Description		Qty	Unit	Unit Price	Total	Notes / Comments
ARRC Equipment		7	DY	\$ 150	\$ 1,053	V1203, boom truck or equal
ARRC Equipment		5	DY	\$ 79	\$ 395	V1190, truck or equal
Labor			Subtotal		\$ 30,792	
Labor		288	HR	\$ 48	\$ 13,824	Workmen, 5T, 4ea.
Labor		144	HR	\$ 72	\$ 10,368	Workmen, OT, 4ea.
Labor		90	HR	\$ 100	\$ 6,000	Office Support
Per Diem		15	DY	\$ 40	\$ 600	
Materials			Subtotal		\$ 111,650	
Crossing Signal Package		1	LOT	\$ 86,000	\$ 86,000	
Wire, Conduit, Fittings, Boxes		1	LOT	\$ 17,250	\$ 17,250	
Traffic Interlock		2	LOT	\$ 2,000	\$ 4,000	Relay and intertie must be on closed loop normally energized principal.
LED Light Upgrade		1	LOT	\$ 2,400	\$ 2,400	Upgrade flashing lights to LED lights
Contracts			Subtotal		\$ 15,435	
Engineering and Design		1	Job	\$ 9,000	\$ 9,000	
Hydro Excavation		2	DY	\$ 2,400	\$ 4,800	Hydro excavation for SE quadrant
Lodging		6	DY	\$ 225	\$ 1,350	Anchorage summer season lodging
Travel		1	RT	\$ 285	\$ 285	Work Leader, Fairbanks to Anchorage Round Trip
Miscellaneous					\$ -	
Construction Subtotal					\$ 232,900	
Mobilization					\$ -	
Construction Total					\$ 231,900	
Design Support					\$ -	
Engineering and Design Management					\$ 18,600	
Project Management		3.00%			\$ 7,000	
Project Management Support		2.00%			\$ 2,300	
Construction Management		3.00%			\$ 7,000	
Quality Assurance Mgmt		1.00%			\$ 2,300	
Design & Support Total					\$ 19,600	
Project Subtotal					\$ 250,500	
Reimbursable Total					\$ 15,500	
Grand Total (Rounded)					\$ 405,800	

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**Assumptions and Notes:**

- Assume a 97'-1/2 ft. concrete modular road crossing.
- Assume a 16 ft. concrete modular pedestrian crossing, center panels only
- Assume TOFC loads materials in Anchorage

Level: Lake & International Crossing Estimate 03.XLS

**A-175 Sample Railroad Agreement  
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Agreement #1-51922-10-46  
Exhibit "A" page 10 of 10

 <p><b>INTERNATIONAL AIRPORT ROAD &amp; JEWEL LAKE CROSSING</b></p>				
Rebuild one 97'-1/2 ft. road crossing, on International Airport & Jewel Lake Road, new panels, surfacing, for AKDOT intersection upgrade				
Prepared By: TJ Sheffield on 2010.08.24				
<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Assume no temporary timber plank (detour) crossing is needed. Assume crossing signal construction provided by ARRC. Assume traffic control plan provided by ADOT. Assume all crossing approaches by ALOT. Assume no saw cuts, DT underlayment or asphalt paving is required for the pedestrian walkway.				
REIMBURSABLE				
<b>Notes / Comments</b>				

MP Location: J1.23  
ARRC Proj: 22927/ 22928  
ADOT Proj: 51922

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Jewel Lake & International Crossing Estimate 05.xls

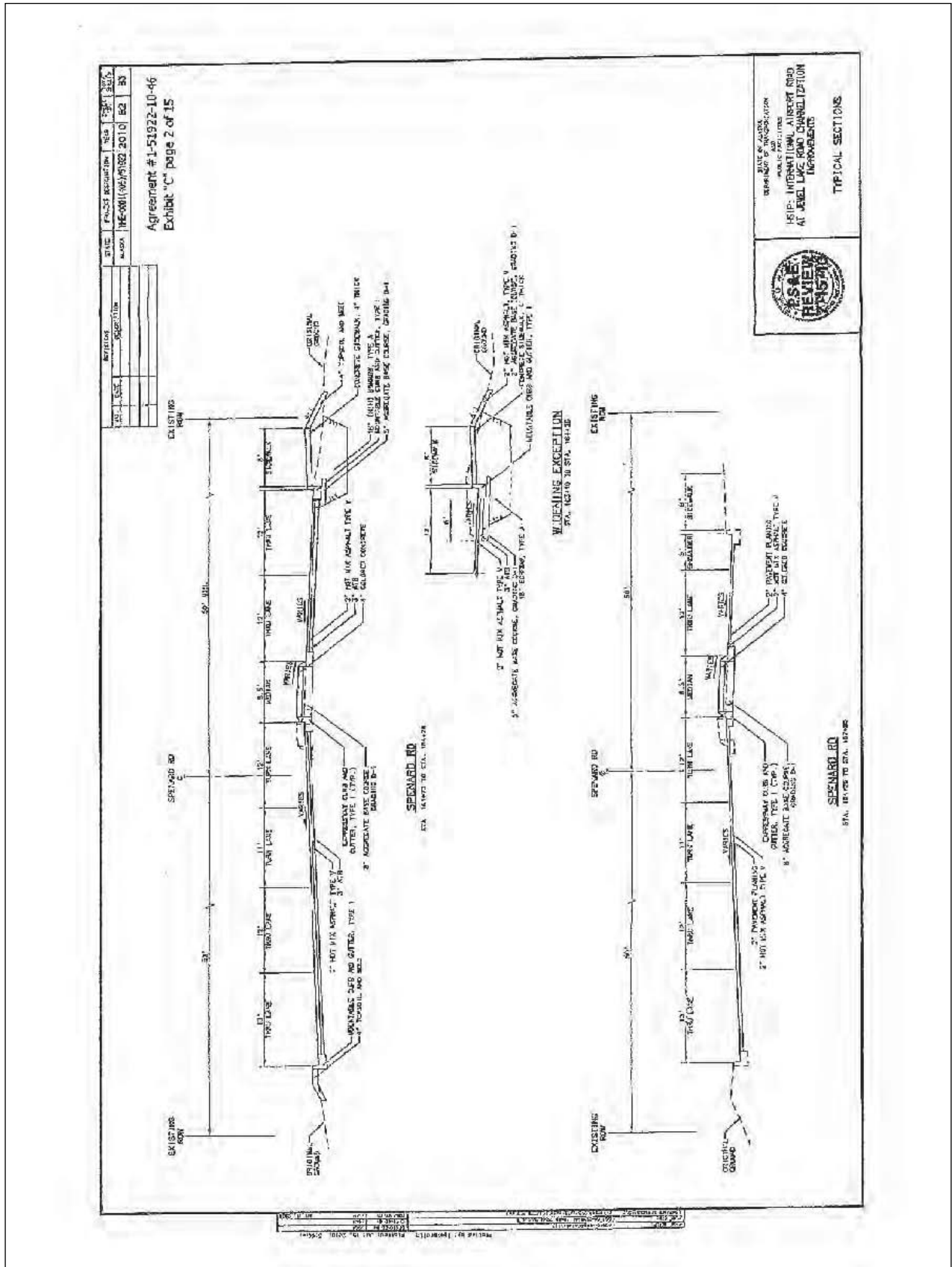
**A-175 Sample Railroad Agreement  
(Page 16 of 43)**

**STANDARD COLOR CODE LEGEND  
FOR  
EXHIBIT "C" CONSTRUCTION PLANS**

	EXISTING FACILITIES TO REMAIN
	EXISTING FACILITIES TO BE RETIRED
	NEW FACILITIES
	BETTERMENTS
	NON-PARTICIPATING BY STATE/FHWA/FAA
	TEMPORARY FACILITIES
	NOTES AS REQUIRED
	EXISTING FACILITIES TO BE ADJUSTED



A-175 Sample Railroad Agreement  
(Page 18 of 43)

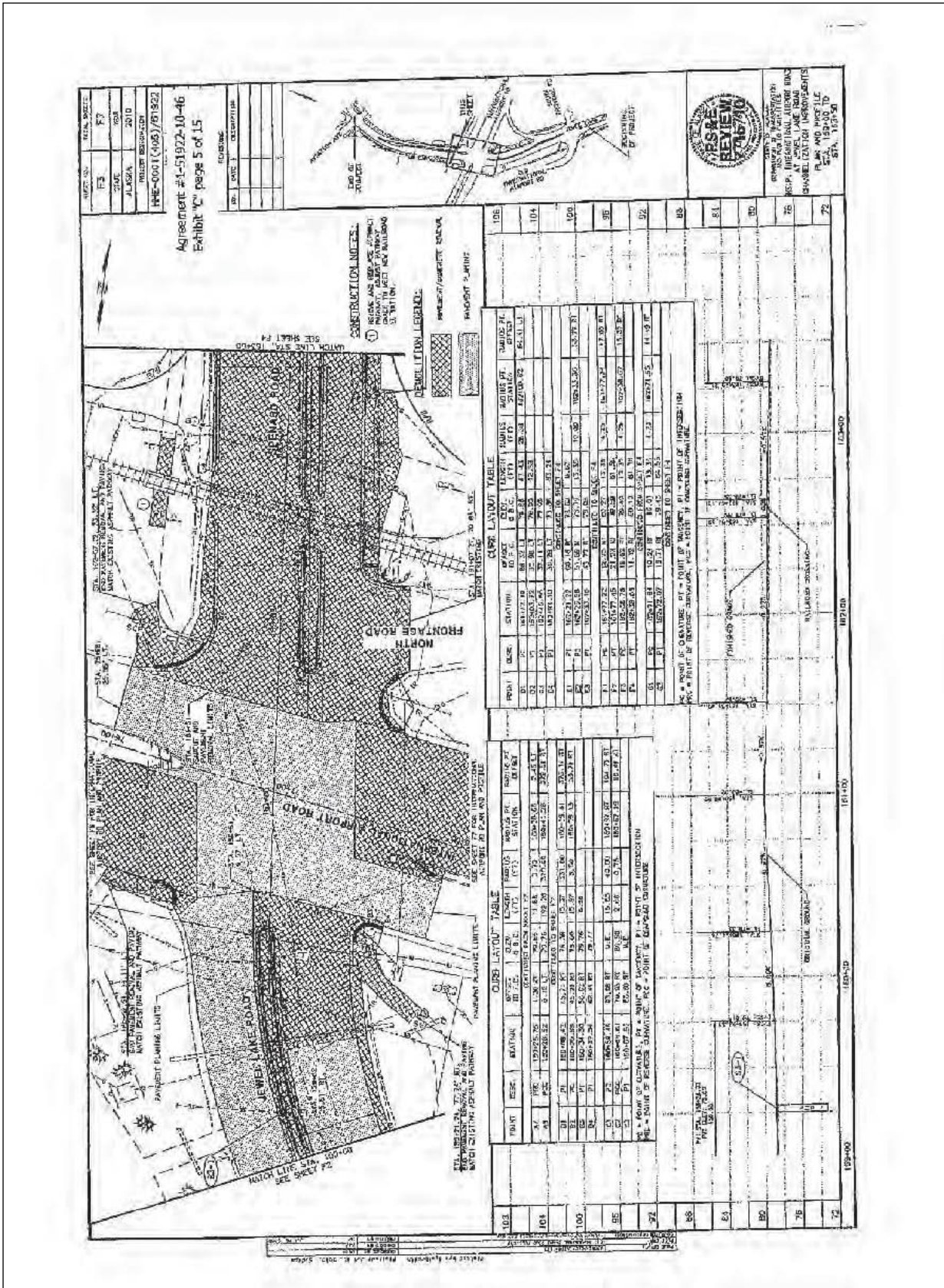




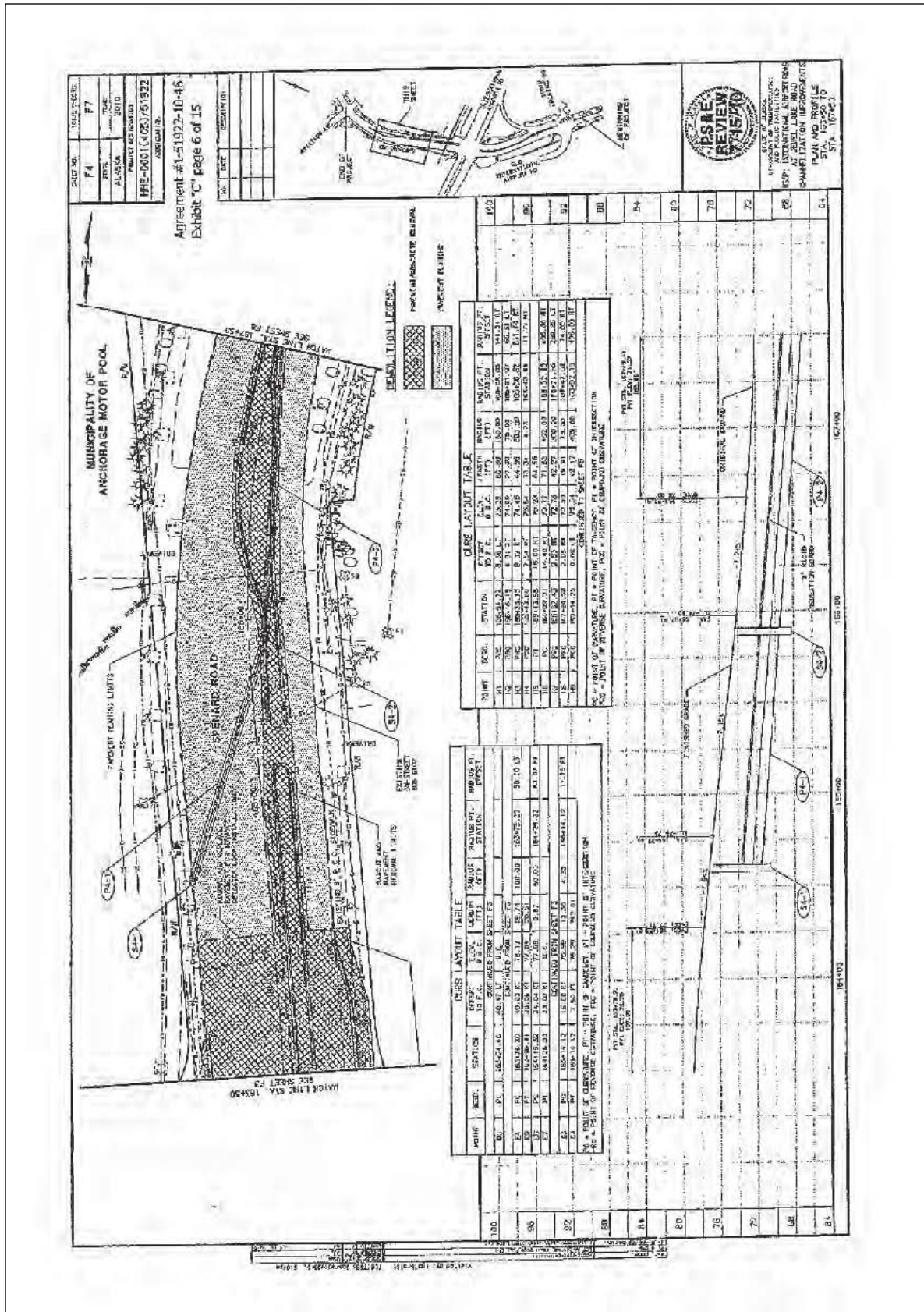




**A-175 Sample Railroad Agreement  
(Page 21 of 43)**



# A-175 Sample Railroad Agreement (Page 22 of 43)



**A-175 Sample Railroad Agreement  
(Page 23 of 43)**

DATE	DESCRIPTION	DATE	DESCRIPTION

Agreement # 1-51922-10-46  
Exhibit "C" page 7 of 15

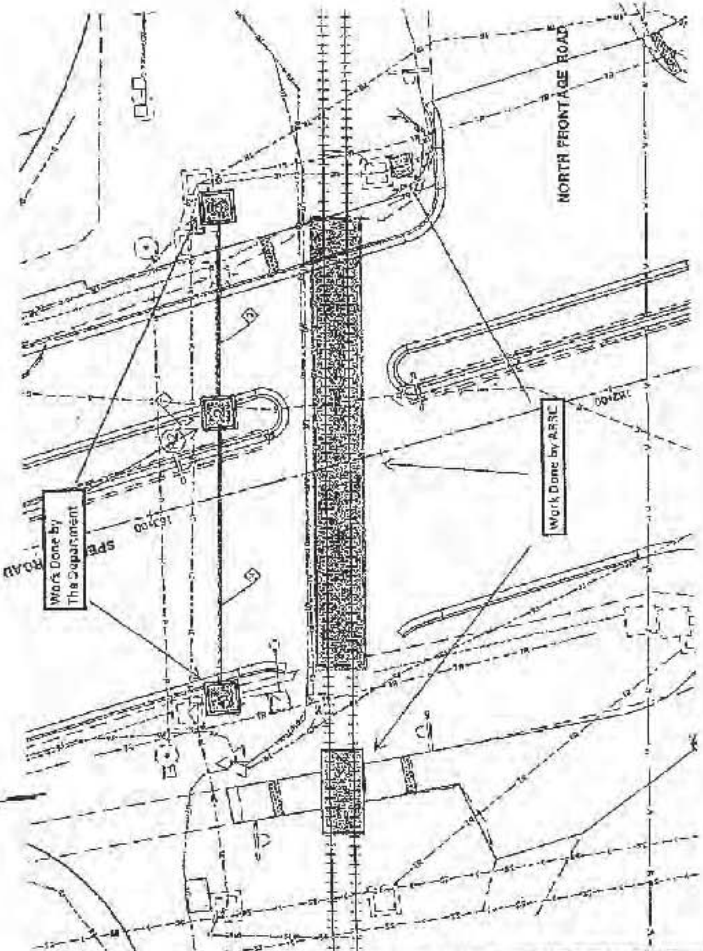
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1	12-28-00	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...

**STRUCTURE AND JUNCTION BOX SUMMARY**

INDICATED EXISTING STRUCTURE TO REMAIN

- CONCILI NOTES:**
- 1. SEE WITH OTHER WORKSHEET
  - 2. SEE WITH OTHER WORKSHEET
  - 3. SEE WITH OTHER WORKSHEET
  - 4. SEE WITH OTHER WORKSHEET
  - 5. SEE WITH OTHER WORKSHEET

- NOTES:**
1. ALL THE WORKSHEET THIS COMPANY INCLUDES INSTALLED AND UNINSTALLED WORK, CONSULT AND PREPARATION WORK, PROVISIONS WILL BE CONSIDERED BY OTHERS.
  2. STATE THE LOCATION OF STRUCTURE WORK AND IDENTIFY THE APPROXIMATE LOCATION OF STRUCTURE WORK.
  3. RAILROAD WORK BY OTHERS WILL INCLUDE, BUT IS NOT LIMITED TO:
    - INSTALL AND MAINTAIN SIGNALS AND CROSSING SIGNALS
    - INSTALL AND MAINTAIN TRACKS THROUGH THE RAILROAD
    - INSTALL AND MAINTAIN TRACKS THROUGH THE RAILROAD



ALASKA UTILITIES CONTRACTOR

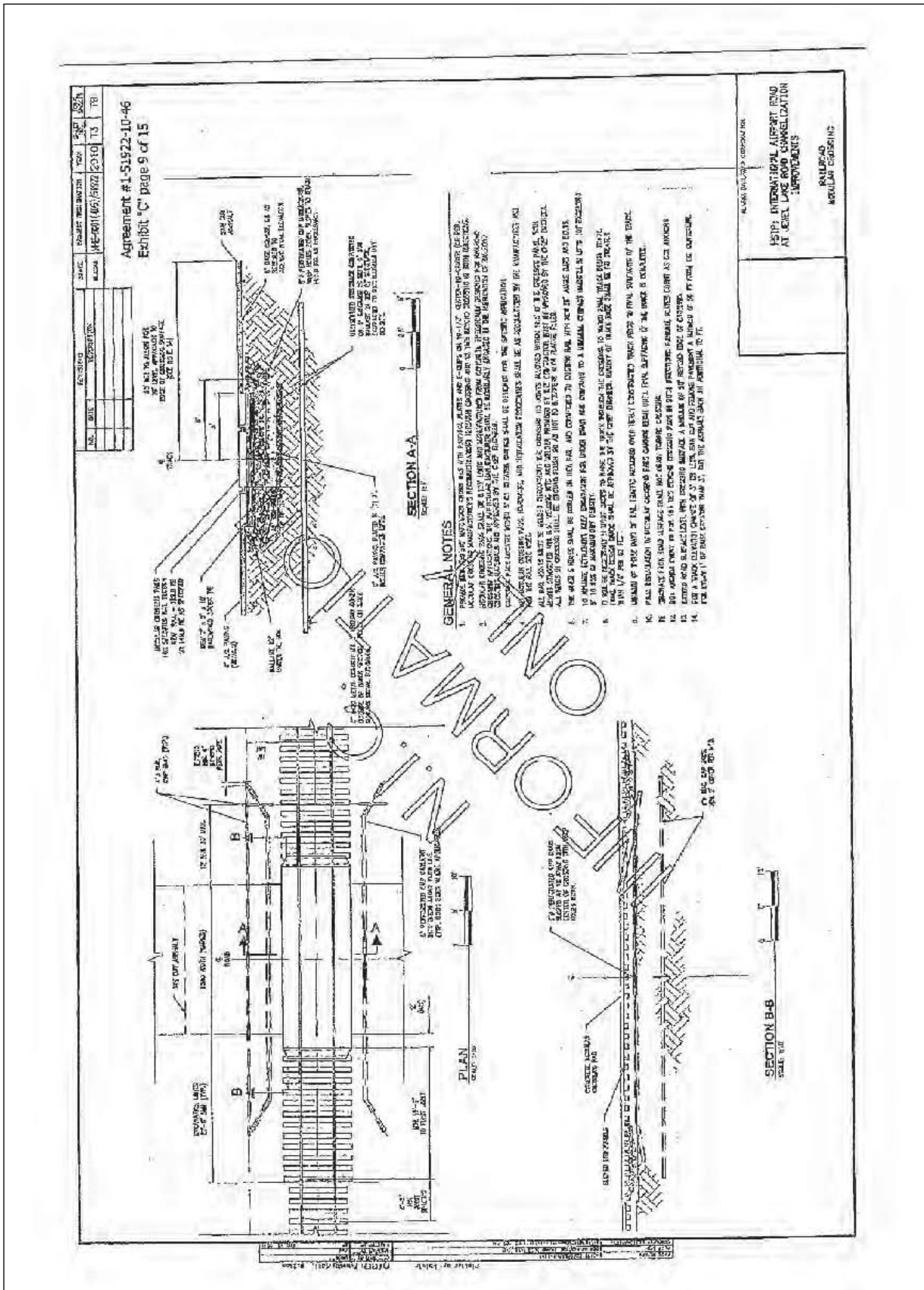
**HELP! IDENTIFYING A SHORT ROUTE AT THE END OF COMMUNICATIONS**

RAILROAD IMPROVEMENTS

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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; font-size: small;">                 DATE OF AGREEMENT: _____                  NO. _____             </td> <td style="width:50%; font-size: small;">                 SHEET NO. _____                  OF _____             </td> </tr> </table>	DATE OF AGREEMENT: _____ NO. _____	SHEET NO. _____ OF _____	<div style="border: 1px solid black; padding: 5px;"> <p style="font-size: small;">                     AGREEMENT # 1-51922-10-46                      Exhibit "C" page 8 of 15                 </p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="font-size: x-small;"> <b>NOTES:</b>                      1. SEE SPECIFICATIONS, DRAWINGS, AND CONTRACT FOR ALL MATERIALS AND METHODS OF CONSTRUCTION.                      2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.                      3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.                      4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.                 </p> </div> <div style="text-align: center; margin-top: 20px;"> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; font-size: x-small;"> <p> <b>ALASKA ELECTRIC CORPORATION</b>                  1000 EAST 10TH AVENUE, SUITE 100                  ANCHORAGE, ALASKA 99501-1000                  FOUNDATION, GATE, FLASHERS, STEEL                  HIGHWAY, FLASHERS, GATES             </p> <p>                 DRAWN BY: _____                  CHECKED BY: _____                  DATE: _____             </p> </div>
DATE OF AGREEMENT: _____ NO. _____	SHEET NO. _____ OF _____		
<p>                 STATE OF ALASKA                  DEPARTMENT OF TRANSPORTATION                  PUBLIC FACILITIES                  PROJECT: INTERNATIONAL AIRPORT ROAD                  AT LEVEL LAKE ROAD CORRELATION                  IMPROVEMENTS             </p>			
<p style="font-size: small;"> <b>SIGNAL GATE FOUNDATION</b> </p> <p style="font-size: x-small;">                 1. FOR INFORMATION ONLY, FOUNDATION WILL BE PROVIDED BY THE ALASKA                  RAILROAD FOR THE CONTRACTOR TO INSTALL.             </p>			

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REVISIONS

NO.	DATE	DESCRIPTION

AGREEMENT # 1-51922-10-46  
EXHIBIT "C" PAGE 10 OF 15

**NATIONAL ELECTRIC GATE CO.**

**RAILWAY EQUIPMENT CO. GATE ARMS & MATERIAL LISTS.**

**NATIONAL ELECTRIC GATE CO.**

ITEM NO. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

**RAILWAY EQUIPMENT CO. GATE ARMS & MATERIAL LISTS.**

ITEM NO. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

**NOTES**

1. REFER TO THIS DRAWING FOR MATERIALS LIST.
2. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO EDGE UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE SPECIFIED.
7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

NATIONAL ELECTRIC GATE CO.

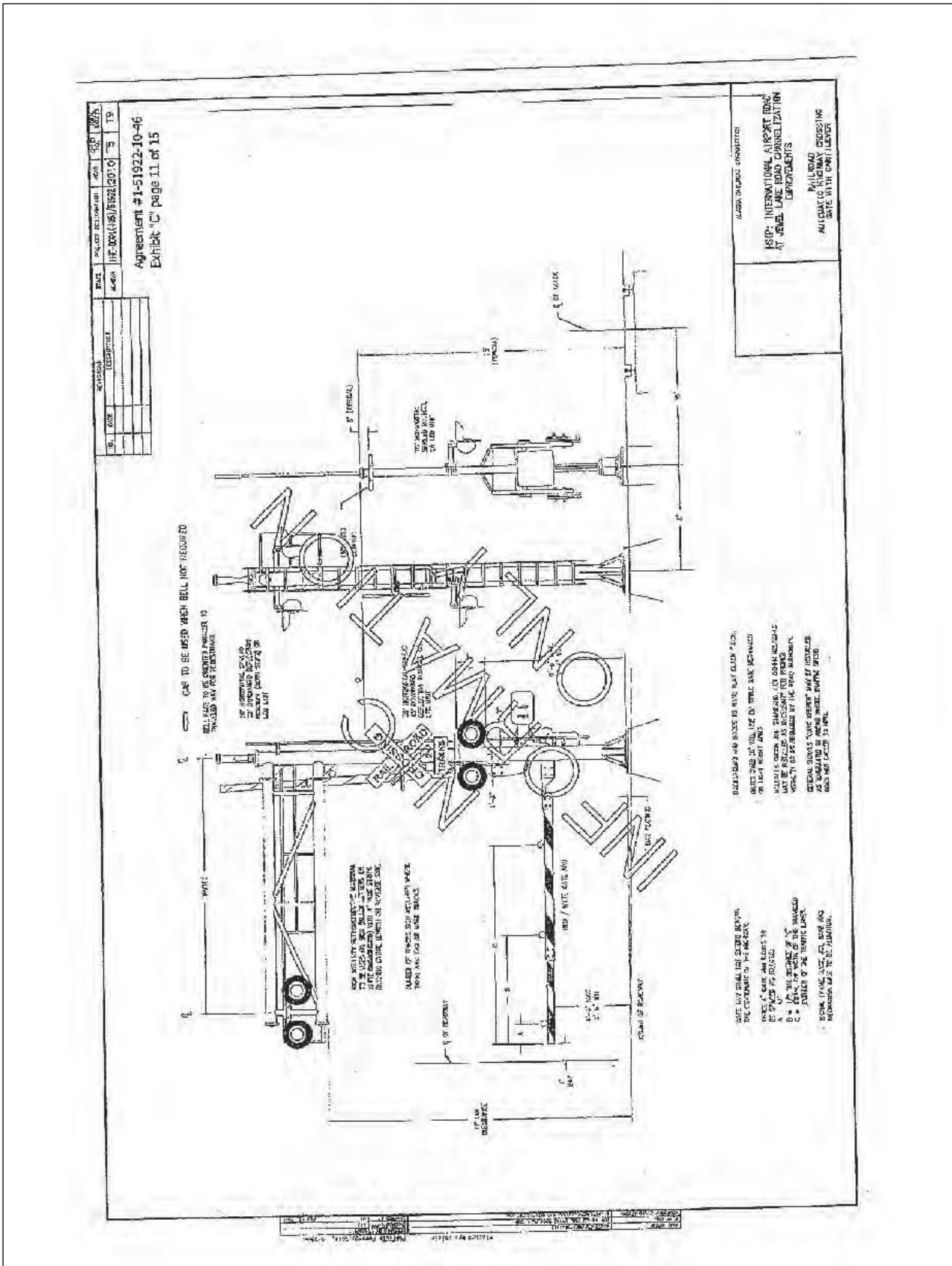
15101 INTERNATIONAL AVENUE  
ALBUQUERQUE, NEW MEXICO 87101

TEL: 505-261-1111 FAX: 505-261-1112

WWW.NATIONALGATECO.COM

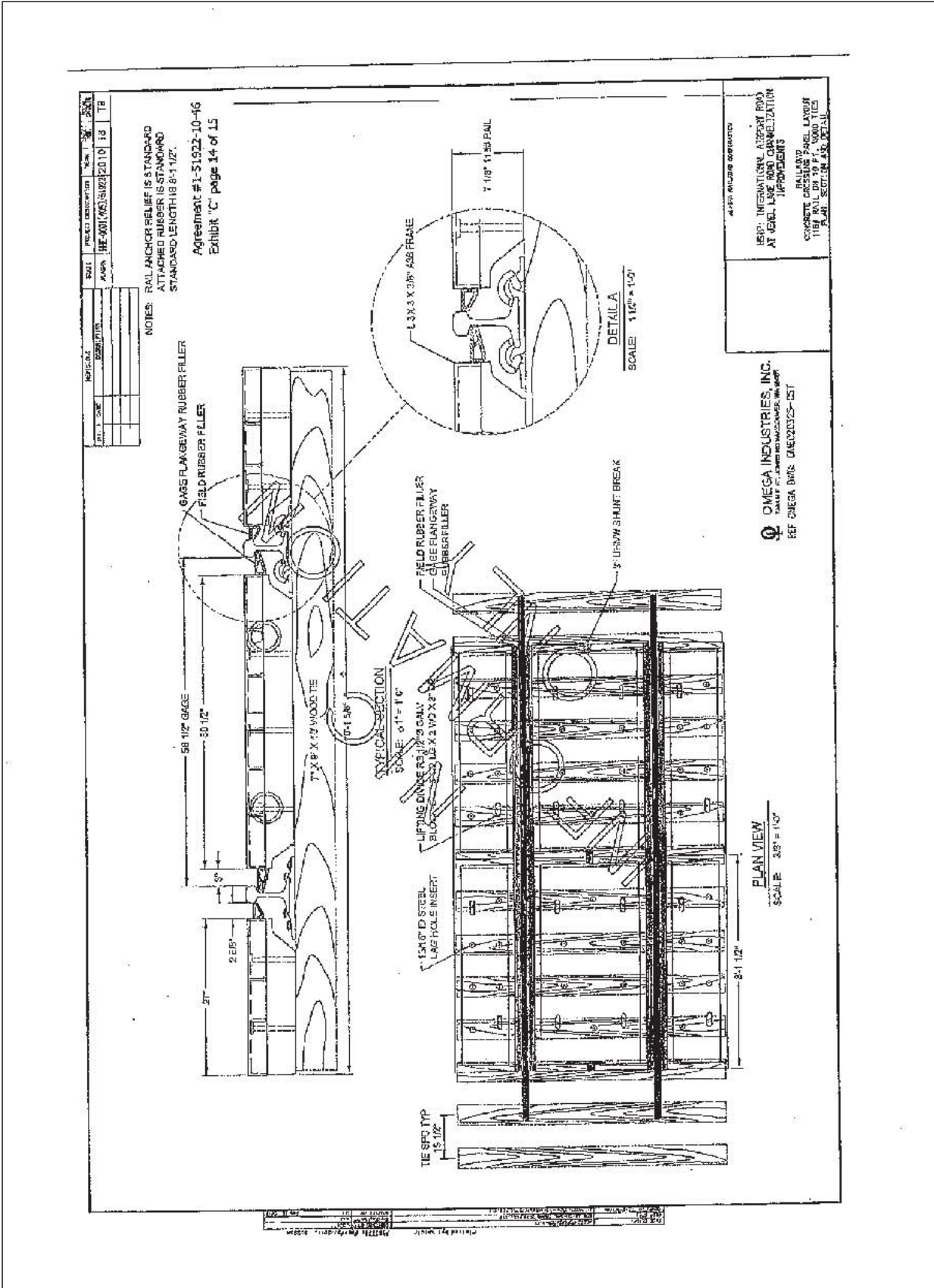


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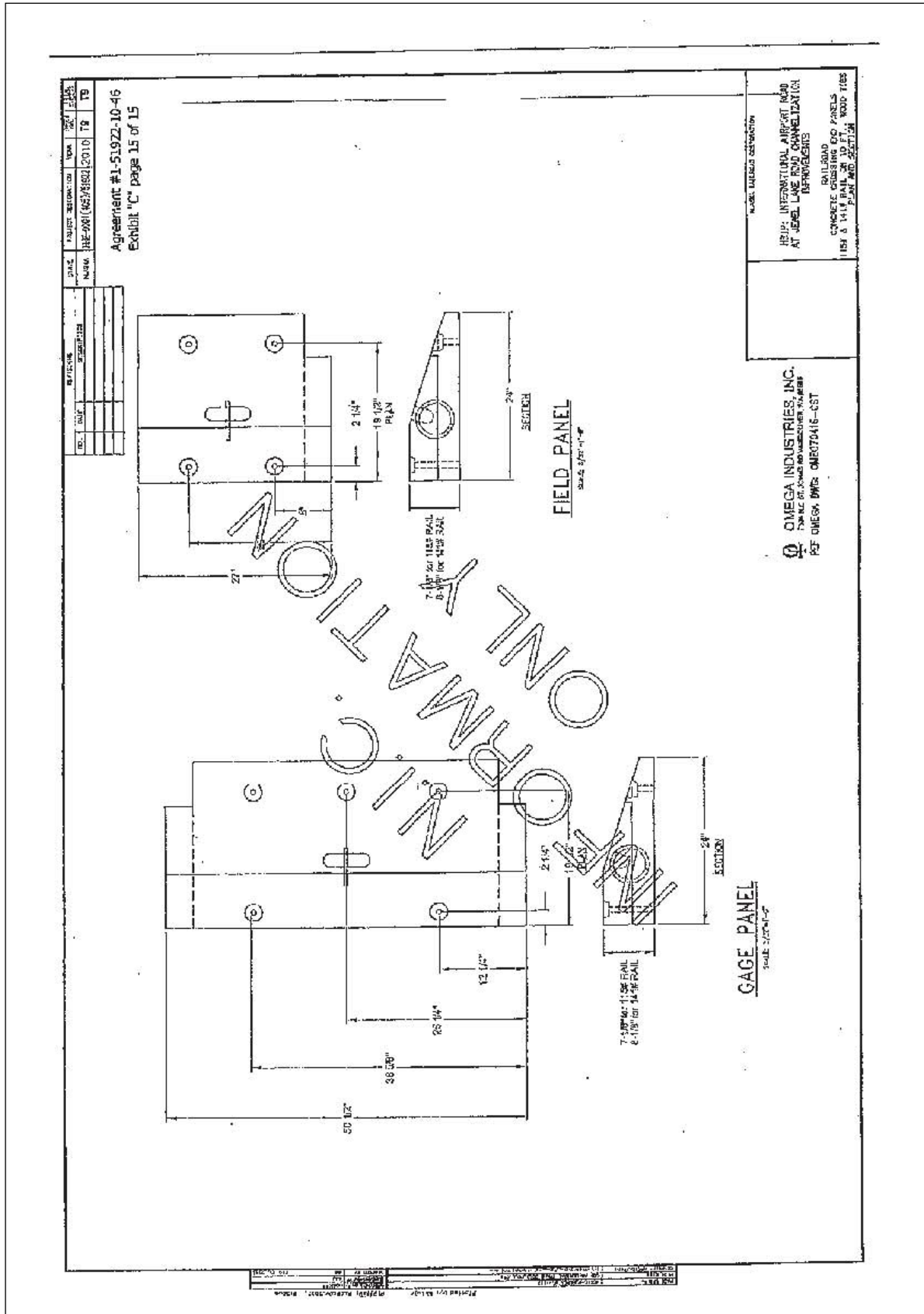




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# MEMORANDUM

## State of Alaska

Department of Transportation & Public Facilities  
Design and Engineering Services - Central Region  
Utilities

TO: Kevin Jackson, P.E.  
Project Manager  
Highway Design

DATE: September <sup>8th</sup> 2010

THRU: *Judi Shapiro*  
Ken Morton, P.E.  
Utilities Chief

TELEPHONE NO: 907-269-0648  
FAX NUMBER:

FROM: Zach Meehan  
Utilities

SUBJECT: International Airport Road at  
Jewel Lake Road  
Channelization Improvements

### UTILITY SPECIFICATIONS

#### Special Provisions

#### 105-1.06 UTILITIES. Add the following:

Request locates from the utilities having facilities in the area. Use the Alaska Digline, Inc. Locate Call Center for the following utilities.

#### ALASKA DIGLINE, INC.

##### Locate Call Centers:

Anchorage	278-3121
Statewide	(800) 478-3121

##### Call Centers will notify the following:

- Alaska Communications Systems (ACS)
- Anchorage Water & Wastewater Utility (AWWU)
- Chugach Electric Association (CEA)
- ENSTAR Natural Gas (ENS)
- General Communications, Inc. (GCI)
- Municipality of Anchorage Signal & Street Maintenance
- State of AK, DOT/PF Anchorage Street Lights (DOT)
- Alaska Railroad Corporation (ARRC)

*"Providing for the safe movement of people and goods and the delivery of state services."*

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Call the following utilities and agencies directly:

Contact the Central Region Maintenance & Operations Office at (907) 269-0760 to obtain the appropriate District Superintendent's phone number for this project.

Utilities Relocated by Others.

Utilities will be relocated by others concurrently with construction of this project. The Contractor will give the Utility, through the Engineer, 15 calendar days advance written notice regarding the dates when the utility owner is required to begin and end operations. For utilities being relocated, the Contractor will:

1. include utility work on the Construction Phasing Plan and Progress Schedule.
2. provide erosion, sediment, and pollution control including the stabilization of areas disturbed during utility work. Identify all utility companies performing ground disturbing activity in the Storm Water pollution Prevention Plan (SWPPP). Refer to Section 641 for further information.
3. clear and grub. Payment will be made under Section 201, Clearing and Grubbing.
4. provide traffic control and flagging. Payment will be made under Section 643, Traffic Maintenance.
5. provide Right-of-Way and/or Construction Surveying before utility relocation. Include:
  - Control for utility relocation - either ROW or Centerline staking with Station information,
  - Slope staking,
  - Proposed utility facilities and appurtenances.

Payment will be made as follows:

- a. Subsidiary to Pay Item 642(1) Construction Surveying, if the Contractor is required to provide the surveying as part of the Contract and/or,
- b. Under Pay Item 642(3) Three Person Survey Party, if the Construction or Right of Way staking required by the utility is either in advance of the 2 week work plan, or not required by the Contract.

The utility shall give the Contractor, through the Engineer, 15 calendar days advance written notice for required staking.

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6. remove and replace pavement. Payment will be made under Section 202, Removal of Structures and Obstructions; Section 401, Hot Mix Asphalt and Surface Treatments; Section 408, Hot Mix Asphalt and Surface Treatments, Type V; Section 409, Hot Mix Asphalt and Surface Treatments, Type R (Crumb Rubber) and according to project typical section.

Work done by utility owner(s) is as follows:

**Enstar Natural Gas Company (ENSTAR):**

1. ENSTAR will provide the for adjustment of the 2 inch plastic gas main crossing Spenard Road at station 166+25 to accommodate storm drain installation.

Allow ENSTAR five (2) calendar days to complete the adjustment.

Contact: Kirk Warren, 334-7746

**Alaska Railroad Corporation (ARRC):**

1. Coordinate with ARRC for installation of crossing signals and pads.

Contacts: Blake Adolfae, Project Manager, 265-2662  
Brandon Frazier, Signal Construction Manager, 265-2353

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Special Provision

**107-1.08 RAILWAY-HIGHWAY PROVISIONS.** Add the following:

1. Definition of terms.
  - a. Alaska Railroad Corporation (ARRC). P.O. Box 107500, Anchorage, AK 99510-7500.
  - b. ARRC Chief Engineer. The person employed by the ARRC as head of its Engineering Department or his authorized representative.
  - c. ARRC Contracting Officer. The person authorized by the ARRC to execute contractual agreements on behalf of the ARRC.
  - d. ARRC Manager, Reimbursable Services. The person employed by the ARRC as manager of Reimbursable Services, including flagmen, inspectors, and others. Contact at (907) 265-2214.
  - e. ARRC Property. All lands owned or withdrawn for the use of the ARRC, in and including the track right-of-way, and communications pole line right-of-way.
  - f. ARRC Supervisor of Telecommunications and Signaling. The person employed by the ARRC as head of its Telecommunications Department or his authorized representative.
  - g. Contractor. See Section 101-1.03 Definitions of the Standard Specifications for Highway Construction, 2004 Edition.
  - h. Facility. Any improvements owned by the Department which are to be placed on ARRC Property in accordance with a written permit executed by the ARRC and the Department.
  - i. Federal Railroad Administration (FRA).
  - j. Permittee. The Department is the governmental agency to whom the right to enter upon ARRC Property was given in the form of a written permit or contract executed by the ARRC and Permittee.
  - k. Permit Area. The area on ARRC Property that is, or will be, occupied by the Facility including reasonable working area, and reasonable ingress and egress to the Facility.
  - l. Trackwork. All work on the line from the top of subgrade to the top of rail, including geotextile, when required.



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- m. Track Materials. All hardware, excluding signals and controllers, associated with the running of a railroad.
  - n. Roadway Worker. Any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communications systems, electric traction systems, roadway facilities, or roadway machinery on or near track or with the potential of fouling a track.
2. General Requirements.
- a. All construction, reconstruction, operation, and maintenance on the ARRC Property shall be performed in compliance with these specifications.
  - b. Failure to comply with these specifications shall result in the suspension of all work on ARRC Property. The Contractor shall comply immediately upon notification from the Department, either verbal or written.
  - c. All negotiations between the ARRC and the Contractor shall be handled through the Department.
  - d. ARRC traffic and property shall be protected at all times. All work on or about ARRC Property shall be performed by experienced personnel in a safe and workmanlike manner in keeping with approved ARRC practices, and as specified herein.
  - e. The safety of personnel, property, the public, and continuity of the operation of the ARRC traffic shall be of first importance and shall be at all times protected and safeguarded. Comply with all federal, State and local governmental regulations (e.g. OSHA, NESC, FRA, etc.) applicable to the construction, installation, or maintenance of any Facility. The Contractor and his subcontractors shall perform and arrange their work accordingly. The ARRC's Chief Engineer shall decide all matters involving the safety of ARRC facilities and the operation of its railroad. The approval of the ARRC's Chief Engineer, when given, shall not be considered as a release from responsibility or liability for any damage which the ARRC may suffer or for which it may be liable, as a result of the acts of the Contractor, his subcontractor or employees.
  - f. When in the opinion of the ARRC's Chief Engineer, the construction may cause a hazard to the safe operation of the railroad, the ARRC may, at its discretion, place at the site of the work the required number of qualified employees to protect its operations. The providing of such employees and such other precautions as may be taken shall not relieve the Contractor and his subcontractors from liability for the payment of damages caused by their operations. The ARRC shall be the sole judge of necessity, as to the number and classification of employees required. All

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ARRC cost and expense for providing such employees will be paid by the Contractor through the Department.

- g. When performing work on a railroad track, on a railroad bridge or within 20 ft of a railroad track the Contractor is responsible for compliance with applicable Federal Railroad Administration's Roadway Worker Protection (RWP) regulations (49 CFR 214, Subpart C) if its employees qualify as "Roadway Workers". Prior to beginning any RWP related work, the Contractor will submit a Railroad Safety Plan to ARRC demonstrating compliance with the regulations.
  - h. The Contractor shall be responsible for maintaining sight triangles at existing railroad crossings as well as at any temporary crossings within the project limits and at any railroad crossing outside the project limits that is designated and used as an alternate route for traffic.
3. Insurance Requirements.

- a. The Contractor shall comply with all insurance requirements and conditions specified under Subsection 103-1.06, except the Comprehensive or General Liability Insurance minimum limits for each occurrence are \$2,000,000 Bodily Injury, \$2,000,000 Property Damage and \$4,000,000 aggregate and are inclusive of:

Bodily Injury:

- Premises Operations
- Independent Contractors
- Products
- Completed Operations

Property Damage:

- Premises Operations
- Independent Contractors
- Products
- Completed Operations
- Blanket Contractual

In Subsection 103-1.06 where the State of Alaska is to be named as an additional insured on policies so shall the ARRC be included.

- b. Prior to commencement of work on ARRC Property, the Contractor shall provide evidence of Railroad Protective Liability insurance (Alaska Railroad Corporation and State of Alaska as insured's) with limits of Liability not less than \$5,000,000 combined single limit for bodily Injury and Property Damage per each accident or loss.

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4. Notice.

- a. To allow the ARRC to make necessary arrangements for the protection of ARRC operations; the Contractor shall give written notice to the Department and the ARRC not less than 14 days in advance of the commencement of any construction, reconstruction or major maintenance activity on ARRC Property. This notice shall include a description of work, proposed schedule of work, and the names of the Contractor and subcontractor personnel who may be working on ARRC Property.
- b. A preconstruction meeting shall be held with the ARRC's Chief Engineer, or his representatives, and representatives of the Department and Contractor prior to the commencement of any work on ARRC Property by the Contractor or his subcontractors. Contact Blake Adolfae, ARRC Project Manager, at (907) 265-2662.

5. Flag Protection and Protection of Railroad Traffic.

Flag protection shall be scheduled prior to any work commencing within the ARRC's right-of-way. Provide written notice of proposed flag protection activities 14 days prior to commencing work to the ARRC's Chief Engineer and the Engineer.

- a. ARRC flag protection will be provided by the ARRC in accordance with the ARRC's rules on flagging.
- b. ARRC, during the progress of the work, will furnish as many qualified flagmen, as in the opinion of the ARRC, may be required for the adequate protection of the railroad traffic. ARRC Flag protection is required before startup or construction activity for, but not limited to:
  - 1) Incidental work: surveying or inspection (an ARRC furnished flagman will provide a safety briefing, to the personnel performing the work, prior to beginning the work).
  - 2) Activity involving disturbance or potential disturbance to the track, track embankment, or any ARRC facility including a yard, a shop building, a bridge or other (ARRC may require the Contractor to submit a specific Railroad Safety Plan prior to startup).
  - 3) Projects that involve activities that cross the tracks or are longitudinal to the tracks (require a specific Railroad Safety Plan and a one-hour ARRC provided training course for the Contractor's project supervisors prior to startup).
  - 4) Vehicles or other equipment less than 20 ft from centerline of any track.
- c. The Contractor shall arrange with the ARRC to keep informed of the time of arrival of all trains. Entirely stop any of the operations which might be or cause a hazard to the safe passage of the train past the site of the work from 10 minutes before the expected arrival of the train until the train has passed. Additionally

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cease all work within 20 ft of the track and work that could come within 20 ft of the track including the boom radius of a crane or similar. Stop all pile driving.

All ARRC costs and expenses for providing flagmen shall be paid by the Department. If the Contractor calls for flagmen and, through no fault of the Department or the ARRC, the flagmen are not needed; payment shall be paid by the Contractor through the Department or be deducted from monies due the Contractor.

6. Train Delays.

- a. All work on ARRC Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by the ARRC.
- b. Should any of the Contractor's or subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damage shall be at the following rates and shall be paid by the Contractor through the Department.

Passenger Trains	\$50 per minute for each delay \$3,000 minimum charge
All other Trains and Rail Traffic	\$50 per minute for each delay over five minutes \$1,500 minimum charge
Rail Barges, Train-Ships, or other Connecting Carrier Vessels	No charge for delays of an hour or less. \$1,000 per hour for each hour or any part of an hour thereafter, with a minimum charge of \$6,000

- c. Delay time will be taken from the train sheet in the ARRC Dispatcher's Office in Anchorage (265-2649) for all delays and as such, the train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

7. Protection of Railroad Communication Lines.

**No track outages will be granted for this project.**

- a. All work on ARRC Property shall be conducted in such a manner as to protect the ARRC's communications facilities at all times from outages resulting directly or indirectly from the Contractor's or his subcontractor's operations.

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- a. All work on ARRC Property shall be conducted in such a manner as to protect the ARRC's communications facilities at all times from outages resulting directly or indirectly from the Contractor's or his subcontractor's operations.
- b. Should any of the Contractor's or his subcontractor's operations cause outages to said communications facilities, the agreed amount of liquidated damages shall be at the following rates and shall be paid by the Contractor through the Department.

Open wire communication circuits	\$1.00 per minute per circuit
Communication cable	\$1.00 per minute per cable

- c. A minimum charge of \$250 will be made for each outage. The outage time shall be that as established by the ARRC's Test Board, Anchorage.
- d. There shall be no equipment worked or excavation within 15 ft of any ARRC communication pole guy, anchor or other communications apparatus unless authorized in advance by the ARRC's Manager of Telecommunications and Signaling.

8. Railroad Crossings.

- a. Whenever automatic railroad crossing signals are in the permit area, these signals must remain in operating condition at all times. If, as a result of the Contractor's activities on the facility, the signals become inoperable, the crossing shall be continuously protected in accordance with Subsection 107-1.08.5 until the signals are again operable.
- b. When regular railroad crossings are used as haul routes inside or outside the permit area, flagmen shall be provided by the Contractor for said crossings in all situations at the discretion of the ARRC.
- c. Temporary road crossings may be installed, provided the Contractor has acquired from the ARRC a temporary road crossing permit for said crossing.

The temporary crossing shall be constructed to the standards specified in the temporary crossing permit. All protective signs required by the ARRC shall be provided and properly maintained by the Contractor. When a temporary railroad crossing is in use, ARRC flag protection shall be provided at all times in accordance with Subsection 107-1.08.5. When not in use during the winter season, the temporary crossing shall be removed unless specifically allowed in the temporary crossing permit. Upon completion of the work or termination of the temporary crossing permit, the temporary railroad crossing shall be removed and the area restored to its original condition.

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- d. The flange ways of all road crossings used by the Contractor or subcontractor as haul routes or temporary road crossings shall be kept free of gravel at all times and shall otherwise be maintained to the satisfaction of the ARRC's Chief Engineer.
- e. When a temporary or private road crossing is not in use, the Contractor shall provide suitable barricades (gates with padlocks, posts driven into the ground, etc.) to prevent vehicular access to the crossing.

9. Power and Communication Lines.

- a. All power and communication lines shall be designed and constructed in accordance with the National Electrical Safety Code (NESC).
- b. Underground power and communication lines shall be installed in accordance with Subsection 107-1.08.10. Whenever an underground power or communication line crosses underneath a track, a casing pipe shall be installed for carrying such lines.
- c. The minimum clearance above the top of a rail of the railroad track shall be in accordance with the NESC, plus 6 inches (150 mm) to allow for future grade raises.
- d. The minimum clearance above the railroad communication lines shall be in accordance with the NESC.
- e. Additional lines may not be added, or the characteristics of the line(s) changed without written approval of the ARRC's Contracting Officer.
- f. Wires shall be strung across the railroad tracks only when railroad flag protection is provided in accordance with Subsection 107-1.08.5.
- g. No wires shall be strung across the ARRC's communication lines without first receiving approval from the ARRC's Manager of Telecommunications and Signaling therefor, and such work must be accomplished only at a time and in a manner prescribed by said Manager of Telecommunications and Signaling.

10. Underground Facilities.

- a. All underground utilities, including culverts, pipelines and underground power and communication lines, on ARRC Property shall conform to the current American Railway Engineering Association Specifications.
- b. Unless another method is authorized in advance and in writing by the ARRC's Chief Engineer, all underground facilities shall be installed under tracks and roads by boring, jacking or tunneling.

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- c. Boring, jacking, and tunneling shall be done under railroad tracks only when ARRC flag protection is provided in accordance with Subsection 107-1.08.5.
- d. The proposed plan for boring, jacking or tunneling shall be approved by the ARRC's Chief Engineer prior to commencing the operation.
- e. All boring, jacking, or tunneling headings shall be continuously protected against any loss of ground material by shoring or cribbing as necessary.

11. Open Trenching.

- a. Only when authorized in advance and in writing by the ARRC's Chief Engineer shall any portion of the track be removed to allow trenching for installation of the facility.
- b. If allowed to open trench, the track may be removed from service only at the time authorized by the ARRC's Chief Engineer and shall be restored to service within the time period specified by the ARRC's Chief Engineer. Should the track not be restored to service within the time period specified, the agreed amount of liquidated damages shall be at the rate specified in the written authorization allowing the open trenching or the liquidated damages in accordance with Subsection 107-1.08.6., whichever is greater and shall be collected from the Contractor.
- c. All work on track materials shall be accomplished by qualified trackmen.
- d. Only that portion of the track structure necessary to excavate, stockpile and install the facility shall be removed. All track material removed shall be handled, stockpiled, and re-laid in a manner as to avoid damage. Any material which is damaged shall be replaced by the Contractor at his own expense.
- e. The backfill of the trench under the track and in the roadbed prism shall be of the same type of material as taken out, except the top 2 ft shall be clean pit run gravel. Backfilling and compaction in the area affecting the roadbed prism shall be in accordance with the requirements of Section 204, Structure Excavation for Conduits and Minor Structures.
- f. The ballast used in replacing the track shall be equal in depth and quality to that which was removed. The track shall be re-laid and brought to original grade in accordance with standard ARRC practices.

12. Excavations.

- a. Unless authorized in advance and in writing by the ARRC, the top of any excavation shall not be within 20 ft of center line of any track.

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- b. No water shall be allowed to stand in open excavations in the track area.
- c. Bridging and shoring shall be adequate to safely carry ARRC traffic and the decision of the ARRC pertaining to same shall be final.
- d. All open excavations shall be continuously protected by flags, barricades or watchmen, as directed by the ARRC.
- e. No excavation shall be left open more than three days, unless authorized by the ARRC's Chief Engineer.
- f. The ARRC embankment, and cut slopes, shall not be disturbed anymore than necessary to accommodate the construction and shall be left in a stabilized condition.
- g. ARRC ditches, culverts, and roadways shall be kept clean and free of rock, gravel, construction debris, and equipment at all time.

**13. ARRC Inspectors.**

- a. The ARRC may furnish an inspector during the periods of construction on ARRC Property. The ARRC inspector will inspect the removal and replacement of tracks, excavation, backfill, necessary bridging for tracks, shoring, flagging, lighting, clearances, etc., when necessary. The ARRC inspector will work directly with the representative of the Department and the decision of the ARRC inspector in matters pertaining to ARRC operations and safety shall be final. In the event more than one shift is worked, an ARRC inspector will be required for each shift. Presence or absence of a ARRC inspector shall not relieve the Contractor of liability for damage done to property of the ARRC, ARRC lessees or permittees having installations on ARRC Property.

The Contractor through the Department will reimburse the ARRC for the cost and associated expense of the inspectors.

**14. Use of Explosives.**

- a. The use of explosives shall be done in compliance with all applicable Federal, State and local laws and ordinances regarding the same.
- b. No blasting of any kind will be permitted unless the Contractor thoroughly safeguards the movement of trains and other rail traffic and personnel in the area where such blasting is being conducted. Before blasting, ARRC flag protection in accordance with Subsection 107-1.08.5 shall be provided on each side of the blast



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area by the Contractor. This flag protection shall not be removed until the track is inspected for damage from the blast.

- c. The Contractor will notify the ARRC Inspector and the Engineer of the exact time of each blast at least two hours in advance.

15. Snow Removal.

- a. Snow removal operations shall be conducted in such a manner as to not place snow (1) upon the tracks of the ARRC, (2) where it interferes with the normal operation of the automatic crossing signals, (3) impairs the visibility of either highway or rail traffic at the crossing.
- b. Snow removal operations shall be conducted in accordance with Subsection 107-1.08.5.

16. Clean-Up.

- a. At all times, all work and activities on the Facility shall be accomplished in such a manner as to keep the ARRC Property in a neat and orderly condition satisfactory to the ARRC.
- b. Upon completion of work, all equipment and unused materials shall be removed and the ARRC Property shall be left in a neat and clean condition satisfactory to the ARRC.
- c. Should the Contractor or subcontractor fail to comply with Subsections 107-1.08.16.a. and 16.b. the ARRC may perform the required clean-up. All ARRC cost and expense for performing this work shall be collected from the Contractor.

17. Payment Guarantee.

- a. The Department shall withhold 10% of the contract price or \$10,000.00, whichever is smaller, from the final payment to apply against damages or other direct costs which may be assessed by the ARRC as a result of the Contractor's operations.
- b. The amount withheld above shall not be released until after the Department has received a written statement from the ARRC's Contracting Officer agreeing to release the payment.