



subject to the State right-of-way lease will be effective unless signed by the State Pipeline Coordinator.

3. On lands subject to the Federal right-of-way authorizations, the Department will determine compliance with the terms and stipulations regulating the construction of the pipeline system. On lands subject to the Federal right-of-way authorization, where applicable statutes and regulations of the State providing for the protection of resources, the environment, or public health, safety or general welfare, impose additional requirements to, or more stringent standards than, those required by the Federal terms and stipulations for pipeline construction, operation or maintenance, the State law will control.

4. On lands subject to the State right-of-way lease, the determination of compliance with those terms and stipulations regulating the construction of the pipeline system which do not directly affect the physical integrity of the pipeline, but which are necessary for the protection of State lands and resources shall be made exclusively by the State. On such lands the State or the Department may issue any orders necessary to assure compliance with those terms and stipulations regulating the construction of the pipeline system that are necessary to protect the physical integrity of the pipeline.

5. The Parties recognize that the unique characteristics of the arctic and subarctic environment require special efforts to provide it with optimum protection. The Parties will make every reasonable effort to ensure that construction and operation methods and activities will be planned and executed so as to minimize environmental degradation.

6. Fish and wildlife protection is regarded by the Parties as a special responsibility of the surveillance effort which extends with common concern over the length of the pipeline. The Parties will encourage the formation, to the extent practicable, of a cooperative effort for such protection, sharing the fish and game personnel and information resources of both the State and Federal Governments, and the application of this cooperative effort over both State and Federal lands.

7. The Department shall have full and free access at all times to the Valdez terminal site for the purpose of enforcing the Department's stipulations at that facility. The State will assure such access to the Department by making appropriate

provisions therefor in any lease or conveyance it may issue or grant with respect to the lands embraced in the Valdez terminal site.

### III. STATE HIGHWAY AND STATE AIRPORTS

1. The Department agrees to take such action pursuant to the Trans-Alaska Pipeline Authorization Act of November 16, 1973, P.L. 93-153, as are necessary for the State to construct a public highway from the Yukon River to Prudhoe Bay. The State agrees to construct the highway according to the Highway and Airport Stipulations attached hereto as Exhibit "A" and, if the State contracts to build the highway, to include said stipulations as a part of any agreement with its contractors.

2. The State has furnished the Department a map of the intended location of the highway, and upon completion of construction of the highway will file with the Department a map of definite location of the highway of similar scale.

3. The Department agrees to lease three sites for public airports pursuant to the Trans-Alaska Pipeline Authorization Act (*supra*). The State agrees to build the airports according to those provisions of the Highway and Airport Stipulations that are pertinent to airport construction, and if the State contracts to build the airports, to include said stipulations as a part of any agreement with such contractors.

4. The Department agrees to take all actions necessary to provide to the State, under nonexclusive permits, the free use of gravel or other materials necessary for construction of the State highway and the State airports pursuant to the Trans-Alaska Pipeline Authorization Act (*supra*). All free use permits issued by the Department for such material sites shall include provisions of the Highway and Airport Stipulations applicable to material sites.

5. The State shall have the right and responsibility to enforce the applicable provisions of the Highway and Airport Stipulations referring to the construction of the State highway and State airports.

### IV. MISCELLANEOUS

1. The Federal Authorized Officer and the State Pipeline Coordinator will develop procedures to implement the provisions of this agreement.



2. In the implementation of this agreement, each Party will avoid unnecessary employment of personnel and needless expenditure of funds.

3. This agreement shall remain in effect until construction of the Trans-Alaska pipeline is completed. However, in the event that either Party

STATE OF ALASKA  
/s/ WILLIAM A. EGAN  
Title: Governor  
State of Alaska  
January 8, 1974

deems it necessary or desirable to terminate this agreement at an earlier time, it may do so after giving the other Party sixty (60) days advance written notice thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date shown below:

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
/s/ ROGERS C. B. MORTON  
Title: Secretary of the  
Interior

## EXHIBIT A

### Highway and Airport Stipulations

#### 1. DEFINITIONS

1.1. "Highway" means the State highway from the Yukon River to Prudhoe Bay, Alaska; and includes all permanent roads, bridges, tunnels, drainage structures, signs, guardrails, protective structures, and appurtenances related thereto or used in connection therewith.

1.2. "Airports" means the three public airports for which the State of Alaska made application on March 20, 1970, under 49 U.S.C. §§ 211-214 (1970).

1.3. "State Pipeline Coordinator" means that individual designated by the State of Alaska with authority over and responsibility for the supervision of design review and construction of the Pipeline System or his designee.

1.4. "Federal Authorized Officer" means the Secretary of the Interior, or a person delegated to exercise his authority with respect to the Pipeline System.

1.5. "Contractor" means the individual, corporation, or other entity, or the subcontractor or agent of such individual, corporation or other entity, with which the State of Alaska contracts to build the Highway or Airports. In the event that the State undertakes to build the Highway or Airports itself, "Contractor" shall mean the State of Alaska.

1.6. "Notice to Proceed" means a document signed by the State Pipeline Coordinator authorizing some aspect of the construction of the Highway or Airports.

#### 2. PROCEDURES

##### 2.1. Regulation of Public Access

2.1.1. During construction of the Highway, the State shall provide alternative routes for existing roads and trails across public lands.

2.1.2. The State shall make provisions for suitable permanent crossings for the public where the Highway right-of-way crosses existing roads, foot-trails, winter trails, or other rights-of-way.

##### 2.2. Applicability of Stipulations

2.2.1. Nothing in these Stipulations shall be construed as applying to activities of the State that have no relation to the Highway or Airports.

2.2.2. Nothing in these Stipulations shall be construed to affect any right or cause of action that otherwise would be available to the State against any person other than the United States.

##### 2.3. Responsibilities

2.3.1. With regard to the construction of the Highway and Airports: (1) The State shall ensure full compliance with the terms and conditions of these Stipulations by its agents, employees and contractors (including subcontractors of any tier), and the employees of each of them. (2) Unless clearly inapplicable, the requirements and prohibitions imposed upon the State by these Stipulations are also imposed upon the State's agents, employees, contractors, and subcontractors, and the employees of each of them. (3) Failure or refusal of the State's agents, employees, contractors, subcontractors, or their employees to comply with these Stipulations shall be deemed to be the failure or refusal of the State. (4) The State shall require its agents, contractors, and subcontractors to include these Stipulations in all contracts and sub-



contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors, subcontractors, and the employees of each of them, shall likewise be bound to comply with these Stipulations.

**2.3.2.** The State shall make separate application, under applicable statutes and regulations, for authorization to use or occupy Federal lands in connection with the Highway or Airports where the lands are not within the Highway right-of-way or Airport leases. This shall include material sites, camp sites, waste areas, storage areas, access roads, etc.

**2.3.3.** The Federal Authorized Officer may require modification of the Highway or Airports, without liability or expense to the United States, as necessary to protect the integrity of the Trans-Alaska Pipeline.

#### **2.4. Highway Design Approval**

**2.4.1.** The State shall require detailed design submittals from Contractor for all river and stream crossings.

**2.4.2.** All such submittals shall be reviewed by the State Pipeline Coordinator for conformity with the Stipulations set forth herein.

**2.4.3.** Upon approval of such design, a Notice to Proceed shall be executed and transmitted to the Contractor. Such document shall authorize the commencement of construction on the element of the Highway for which design is approved.

#### **2.5. Suspension of Construction**

**2.5.1.** In the event the State Pipeline Coordinator determines that the Contractor is in violation of these Stipulations, he may order suspension of that portion of the work in violation.

**2.5.2.** In the event that the Federal Authorized Officer determines that the Contractor is in violation of these Stipulations, he may recommend that the State Pipeline Coordinator order suspension of that portion of the work he deems to be in violation.

#### **2.6. Changes in Conditions**

Unforeseen conditions arising during design or construction of the Highway or Airports may make it necessary to revise or amend these Stipulations to protect the environment and the public interest. In that event, the Federal Authorized Officer and the State Pipeline Coordinator, shall agree as to what revisions or amendments shall be made. If they are unable to agree, the Federal Authorized Officer shall have final authority to

determine the matter if the Airports are involved, and the State Pipeline Coordinator shall have final authority to determine the matter if the Highway is involved.

### **3. CONTRACTOR STIPULATIONS—GENERAL**

#### **3.1. Equal Employment Opportunity**

By accepting this contract, Contractor agrees that, during the period of construction of the Highway and Airports, or for so long as this permit shall be in effect, whichever is the longer, he shall comply with this Stipulation.

**3.1.1.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are equally treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be approved by the Authorized Officer setting forth the provision of this equal opportunity clause.

**3.1.2.** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

**3.1.3.** Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authorized Officer, advising the labor union or worker's representatives of Contractor commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**3.1.4.** Contractor will comply with Executive Order No. 11246 of September 24, 1965, as amended, and rules and regulations and relevant orders of the Secretary of Labor.



**3.1.5.** Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the State Pipeline Coordinator and the Federal Authorized Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**3.1.6.** In the event of Contractor's noncompliance with this equal opportunity clause or with any of said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**3.1.7.** Contractor will include the provisions of this equal opportunity clause in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor or vendor. Contractor will take such action with respect to any contract, subcontract, or purchase order as the Authorized Officer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the State Pipeline Coordinator, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**3.1.8.** Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

**3.1.9.** Contractor agrees that it will assist and cooperate actively with the State Pipeline Coordinator and the Federal Authorized Officer and the

Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the State Pipeline Coordinator and the Federal Authorized Officer and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the State Pipeline Coordinator in securing compliance.

**3.1.10.** Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Federal Authorized Officer or the Secretary of Labor, pursuant to Part II, Subpart D, of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, the State Pipeline Coordinator may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Contractor; and refer the case to the Department of Justice for legal proceedings.

**3.1.11. Certification of Nonsegregated Facilities**

By accepting this contract, Contractor certifies that Contractor does not and will not maintain or provide for Contractor's employees any segregated facilities at any of Contractor's establishments, and that Contractor does not and will not permit Contractor's employees to perform their services at any location, under Contractor's control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this permit. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains,



recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where Contractor has obtained identical certifications from proposed Contractors and subcontractors for specific time periods) Contractor will obtain identical certifications from proposed Contractors and subcontractors prior to the award of contracts or subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; the Contractor will retain such certifications in Contractor's files; and the Contractor will forward the following notice to such proposed Contractors and subcontractors (except where the proposed Contractors or subcontractors have submitted identical certifications for specific time periods): "NOTICE TO PROSPECTIVE CONTRACTORS AND SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES." A Certification of Nonsegregated Facilities, as required by the order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semi-annually, or annually).

### **3.2. Liabilities and Responsibilities of Contractor**

Contractor shall abate any condition existing with respect to the construction of the Highway or Airport that causes or threatens to cause serious and irreparable harm or damage to any person, structure, property, land, fish and wildlife and their habitats, or other resource. Any State or Federal property and fish and wildlife habitat harmed or damaged by the Contractor in connection with the construction of the Highway or Airports, regardless of fault, shall be reconstructed, repaired and rehabilitated by the Contractor to the written satisfaction of the State Pipeline Coordinator. Contractor shall be liable in accordance with applicable laws for loss or damage to property of others or for bodily injuries to or the death

of any person arising from or connected with the construction of the Highway or Airports.

### **3.3. Federal, State and Local Laws and Regulations**

Contractor shall comply with applicable Federal and State laws and all regulations issued thereunder, existing or hereafter enacted or promulgated, affecting in any manner construction of the Highway or Airports.

### **3.4. Antiquities and Historical Sites**

Contractor shall engage an archeologist approved by the Federal Authorized Officer to provide surveillance and inspection of the Highway and Airport sites for archeological values. If, in connection with any operation under this contract, or any other contract entered in connection with the Highway or Airports, Contractor encounters known or previously unknown paleontological, archeological, or historical sites, Contractor shall immediately notify the Federal Authorized Officer and the State Pipeline Coordinator and said archeologist. Contractor's archeologist shall investigate and provide an on-the-ground opinion regarding the protective measures to be undertaken by Contractor. The Federal Authorized Officer may suspend that portion of Contractor's operations necessary to preserve evidence pending investigation of the site.

Six (6) copies of all survey and excavation reports shall be filed with the Federal Authorized Officer and the State Pipeline Coordinator.

### **3.5. Termination of Use**

Upon termination of use of any part of the Highway or Airports, Contractor shall remove all improvements and equipment, except as otherwise approved in writing by the State Pipeline Coordinator as to the Highway, and the Federal Authorized Officer as to the Airports, and shall restore the land to a condition that is satisfactory to them. The satisfaction of the State Pipeline Coordinator and Federal Authorized Officer shall be stated in writing.

All Access Roads shall be "put-to-bed" by Contractor upon completion of their use unless otherwise directed by the Federal Authorized Officer. "Put-to-bed" is used herein to mean that such roads shall be left in such stabilized condition that erosion will be minimized through the use of adequately designed and constructed waterbars, revegetation, and chemical surface control; that culverts and bridges shall be removed by Contractor in a manner satisfactory to the Federal Author-



ized Officer; and that such roads shall be closed to use. Contractor's rehabilitation plan shall be approved in writing by the State Pipeline Coordinator and the Federal Authorized Officer prior to termination of use of any such road or any part thereof.

### 3.6. Public Improvements

Contractor shall protect existing improvements on Federal and State lands during construction of the Highway or Airports. Except as authorized for temporary purposes by the State Pipeline Coordinator and Federal Authorized Officer, the Contractor shall not obstruct any road or trail with logs, slash, or debris.

### 3.7. Camping, Hunting, Fishing, and Trapping

Contractor shall satisfy the State Pipeline Coordinator that it has and will adequately inform its employees, agents, contractors, subcontractors, and their employees, of applicable laws and regulations relating to hunting, fishing, and trapping.

### 3.8. Small Craft Passage

The creation of any permanent obstruction to the navigation of small craft in streams is prohibited.

### 3.9. Survey Monuments

Contractor shall mark and protect all geodetic survey monuments encountered during the construction of the Highway or Airports. These monuments are not to be disturbed; however, if such a disturbance occurs, the Federal Authorized Officer shall be immediately notified thereof in writing.

If any land survey monuments, corners, or accessories (excluding geodetic survey monuments) are destroyed, obliterated or damaged, Contractor shall employ a qualified land surveyor to reestablish or restore same in accordance with the "Manual of Instructions for the Survey of Public Lands" and shall record such survey in the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees may be prescribed by the Federal Authorized Officer.

### 3.10. Fire Prevention and Suppression

Contractor shall promptly notify the State Pipeline Coordinator and the Federal Authorized Officer and take all measures necessary and appropriate for the prevention and suppression of fires in accordance with 43 CFR 2801.1-5(d). Contractor shall comply with their instructions and directions concerning the use, prevention and sup-

pression of fires. Use of open fire in connection with construction of the Highway or Airports is prohibited unless authorized in writing by the State Pipeline Coordinator as to the Highway or the Federal Authorized Officer as to the Airports.

### 3.11. Health and Safety

Contractor shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction of the Highway or Airports and shall immediately abate any health or safety hazards. Contractor shall immediately notify the State Pipeline Coordinator of all serious accidents which occur in connection with such activities.

## 4. CONTRACTOR STIPULATIONS—ENVIRONMENTAL

### 4.1. Environmental Briefing

Prior to and during construction of the Highway and Airports, Contractor shall provide for environmental and other pertinent briefings of construction and other personnel by such Federal and State employees as may be designated by the Federal Authorized Officer and the State Pipeline Coordinator. Contractor shall arrange the time, place and attendance for such briefings upon their request.

### 4.2. Pollution Control

#### 4.2.1. General

Contractor shall conduct all activities associated with the Highway and Airports in a manner that will avoid or minimize degradation of air, land and water quality. In the construction of the Highway and Airports, Contractor shall perform its activities in accordance with applicable air and water quality standards and related plans of implementation, including emission standards, adopted pursuant to the Clean Air Act, as amended (42 U.S.C., sec. 1857, et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C., sec. 1160).

#### 4.2.2. Water and Land Pollution

4.2.2.1. Contractor shall comply with applicable "Water Quality Standards" of the State of Alaska as approved by the Environmental Protection Agency.

4.2.2.2. Mobile ground equipment shall not be operated in lakes, streams, or rivers unless such operation is approved in writing by the State Pipeline Coordinator.