


Haines Borough
Borough Assembly Meeting #423
AGENDA

May 11, 2021 -6:30pm

Location: Assembly Chambers and Virtually, on ZOOM

Douglas Olerud
Mayor

Jerry Lapp
Assembly Member

Gabe Thomas
Assembly Member

Cheryl D. Stickler
Assembly Member

Carol Tuynman
Assembly Member

Paul Rogers
Assembly Member

Caitlin Kirby
Assembly Member

Alekka Fullerton
Interim Borough
Manager/Borough Clerk

Haines Borough ZOOM information*

Webinar ID: 850 7945 8625

Passcode: 906921

** You must download Zoom first. For Zoom instructions, go to:
<https://www.hainesalaska.gov/boroughassembly/zoom-instructions-attend-borough-meetings>*

1. CALL TO ORDER/PLEDGE TO THE FLAG/ROLL CALL

2. APPROVAL OF AGENDA & CONSENT AGENDA

[The following Consent Agenda items are indicated by an asterisk () and will be enacted by the motion to approve the agenda. There will be no separate discussion of these items unless an assembly member or other person so requests, in which event the asterisk will be removed and that item will be considered by the assembly on the regular agenda.]*

Consent Agenda:

3 – Approve Minutes from 04-27-21 Regular Assembly Meeting

11C1 – Liquor License Renewal for the American Legion

*** 3. APPROVAL OF MINUTES – 04-27-21 Regular**

4. PUBLIC COMMENTS – Sign-up is NOT required

[For any topics not scheduled for public hearing. Individual comments are limited to 3 minutes] Note: during this section of the agenda, the assembly will listen and take notes. No official action will be taken at this time. Instead, comments and requests may be referred for further consideration to the administration, a committee, or a future assembly agenda.

5. ASSEMBLY COMMENTS

6. MAYOR'S REPORT AND COMMENTS

7. PUBLIC HEARINGS [Individual comments are limited to 3 minutes]

**A. Ordinance 21-04-580 (formerly referred to as 19-04-531)- 2nd Hearing
An Ordinance of the Haines Borough Amending Haines Borough Code 7.08.050 to Clarify and Expand the Boundaries of the Historic Dalton Trail Road Maintenance Service Area and Update Figure 7-1.
Motion: Adopt Ordinance 21-04-580**

**B. Ordinance 21-04-581 – Second Hearing
An Ordinance of the Haines Borough Authorizing the Transfer of the 2018 Ford Transit (CYD) Van to the Haines Borough School District.
Motion: Adopt Ordinance 21-04-581**

**C. Ordinance 21-04-582 – Second Hearing
An Ordinance of the Haines Borough, Providing for the Addition or Amendment of Specific Line Items to the FY21 Budget.
Motion: Adopt Ordinance 21-04-582**

7. PUBLIC HEARINGS - *Continued*

D. Resolution 21-04-911 - *Public Hearing*

A Resolution of the Haines Borough Opposing Legislation and any Other Actions that would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the Borough a Second Amendment Sanctuary.

Motion: Adopt Resolution 21-04-911S.

E. Ordinance 21-04-583 – First Hearing

An Ordinance of the Haines Borough, Alaska, Providing for the Establishment and Adoption of the Operating Budget, Capital Budget, and Capital Improvement Plan of the Haines Borough for the Period July 1, 2021 Through June 30, 2022.

No motion is necessary at this time since the Ordinance is already scheduled for an additional public hearing 5/25/21. Any proposed amendments are appropriate at this time.

F. Ordinance 21-04-584 – First Hearing

An Ordinance of the Haines Borough Amending Title 3 Revenue and Finance, Chapter 3.70 Property Tax Levy , Providing for the Addition of Section 3.70.080 Tax Adjustment on Property Affected by a Disaster.

No motion is necessary at this time since the Ordinance is already scheduled for an additional public hearing 5/25/21. Any proposed amendments are appropriate at this time.

8. STAFF/FACILITY REPORTS

A. Interim Borough Manager Report–5/6/21

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

A. Port and Harbor Advisory Committee – Minutes from 3-25-21

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Resolutions [Individual comments are limited to 3 minutes]

1. Resolution 21-05-912

A Resolution of the Haines Borough Assembly Authorizing the Borough Manager to execute a contract with proHNS Engineers, LLC. for Professional Engineering and Design Services associated with the December 2020 Natural Disaster Borough Road Repairs in an amount not to exceed \$595,488.00

Motion: Adopt Resolution 21-05-912

2. Resolution 21-05-913

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a loan with the Alaska Department of Environmental Conservation for Phase IV of the Wastewater Treatment Plant Electrical Upgrades for an amount not to exceed \$640,952.00.

Motion: Adopt Resolution 21-05-913

3. Resolution 21-05-914

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with Tesla Electric, LLC for the Haines Borough WWTP Phase IV Electrical Upgrades for an amount not to exceed \$ 487,000.00

Motion: Adopt Resolution 21-05-914

11. **NEW BUSINESS - Continued**

B. Ordinances for Introduction

C. Other New Business

* 1. **Liquor License Renewal – American Legion**

*The Alcohol and Marijuana Control Office (AMCO), prior to its final renewal approval, is giving the local government an opportunity to make a statement, if desired. **Motion:** Approve the liquor license renewal for the American Legion.*

2. **EOC Update**

3. **Displaced Residents Update**

A. Road/Power Update

B. Road Sign

4. **American Rescue Plan Update**

12. **CORRESPONDENCE**

A. AMHS Correspondence from Frank Murkowski

13. **SET MEETING DATES**


A. CARES Act Meeting Scheduled 5/20 at 6:30 pm

B. Rescheduling of Lutak Dock Town Hall Meeting

14. **PUBLIC COMMENT**

15. **ANNOUNCEMENTS/ASSEMBLY COMMENTS/DIRECTION TO THE MANAGER**

16. **ADJOURNMENT**


Haines Borough
Borough Assembly Meeting #422
April 27, 2021
MINUTES

Draft

1. **CALL TO ORDER/PLEDGE TO THE FLAG/ROLL CALL**: Mayor **OLERUD** called the meeting to order at 6:30 p.m in the Assembly Chambers and led the pledge to the flag.

Present: Mayor **OLERUD**, Assembly Members Jerry **LAPP**, Gabe **THOMAS**, Cheryl D. **STICKLER**, Carol **TUYNMAN**, Paul **ROGERS**, Caitlin **KIRBY**.

Staff Present: Alekka **FULLERTON**/Interim Manager/Borough Clerk, Ed **COFFLAND** /Director of Public Facilities, Carolann **WOOTON**/Contract and Grants Administrator and Steven **AUCH**/Tourism Director.

Visitors Present: Fifty-six people attended the meeting via zoom including Dawn **DRTOS**, Helen **ALTEN**, Debra **SCHNABEL**, Erika **MERKLIN**, Aaron **DAVIDMAN**, Ardy **MILOS**, Tom **HEYWOOD**, Liz **HEYWOOD**, Sara **CHAPEL**, Tom **MORPHET**, Tresham **GREGG**, Thom **ELY**, Ron **JACKSON**, Laurie **DADOURIAN**, Melissa **ARONSON**, Patty **BROWN**

2. **APPROVAL OF AGENDA & CONSENT AGENDA**

The following Items were on the published consent agenda indicated by an asterisk (*)
3 – Approve Minutes from 04-13-21 Regular Assembly Meeting

Motion: **THOMAS** moved to “approve the agenda/consent agenda,” and the motion carried unanimously.

- *3. **APPROVAL OF MINUTES** – 04-13-21 Regular

Note: The motion adopted by approval of the consent agenda: “approve minutes of the 04/13/21 regular borough assembly meeting.”

4. **PUBLIC COMMENTS: DRTOS, ALTEN, SCHNABEL**

5. **ASSEMBLY COMMENTS: TUYNMAN, STICKLER, THOMAS**

6. **MAYOR’S REPORT AND COMMENTS:**

Mayor **OLERUD** reported on restoring roads in town after the December 2020 Weather Emergency, reported on major maintenance issues at the School, Public Safety Committee Meeting and Senator Sullivan’s upcoming visit on Sunday.

7. **PUBLIC HEARINGS**

- A. **Ordinance 21-04-582** (formerly referred to as 19-04-531)- 1st Hearing
An Ordinance of the Haines Borough Amending Haines Borough Code 7.08.050 to Clarify and Expand the Boundaries of the Historic Dalton Trail Road Maintenance Service Area and Update Figure 7-1.

Mayor **OLERUD** opened and closed the public hearing at 6:40 pm and the following member of the public chose to speak:

MILOS

Hearing no further comments, the Mayor closed the public hearing at 7:03 pm.

- B. **Ordinance 21-04-581** – First Hearing
An Ordinance of the Haines Borough Authorizing the Transfer of the 2018 Ford Transit (CYD) Van to the Haines Borough School District.

Mayor **OLERUD** opened and closed the public hearing at 7:04 pm since no member of the public chose to speak.

7. **PUBLIC HEARINGS** - *Continued*

C. **Ordinance 21-04-582** – First Hearing
An Ordinance of the Haines Borough, Providing for the Addition or Amendment of Specific Line Items to the FY21 Budget.

Mayor **OLERUD** opened and closed the public hearing at 7:05 pm since no member of the public chose to speak.

8. **STAFF/FACILITY REPORTS**

A. **Interim Borough Manager** – Verbal Report.

Motion: **STICKLER** moved to “Direct the Borough Manager to enter into a contract with RAW TV to rent the Kitchen at the Mosquito Lake Facility May 9 – October 15 as described,” and the motion carried unanimously.

B. **CFO Report** – 2016 – 2020 Calendar Year Sales Tax Receipts by Business Activity

9. **COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES**

A. **Planning Commission Minutes-** March 11, 2021

10. **UNFINISHED BUSINESS**

A. **Statement of Non-support for NEH Grant for Haines Sheldon Museum**

This matter was postponed from the 4/13/21 meeting.

Motion: **TUYNMAN** moved to “delay action on the NEH grant to be returned to the Assembly’s agenda at a later date,” (**Clerk’s note: this effectively tables the motion*) and the motion carried 4 – 3 with **TUYNMAN, KIRBY, LAPP** in favor and the Mayor breaking the tie in the affirmative.

11. **NEW BUSINESS**

A. **Resolutions**

1. **Resolution 21-04-911**

A Resolution of the Haines Borough Opposing Legislation and any Other Actions that would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the Borough a Second Amendment Sanctuary.

The following members of the public spoke with respect to this Resolution:

DAVIDMAN, MILOS, ALTEN, T. HEYWOOD, L. HEYWOOD, CHAPEL, MORPHET, GREGG, ELY, JACKSON, DADOURIAN, ARONSON, BROWN

Motion: **ROGERS** moved to “Adopt Resolution 21-04-911,” (*Clerk’s note: this motion was later postponed*)

Primary Amendment: **ROGERS** moved to “amend the word “will” to “shall” on Page 2, Section 2,” and the motion carried 5 – 1 with **TUYNMAN** opposed.

Primary Amendment: **ROGERS** moved to “postpone the adoption of this Resolution and schedule it for the next two meetings for public hearings”

Secondary Amendment: **KIRBY** moved to “amend the primary amendment to schedule the Resolution for one more meeting,” and the motion CARRIED 4-3 with **LAPP, TUYNMAN, KIRBY** with the Mayor breaking the tie in the affirmative.

And the motion carried 5-1 with **STICKLER** opposed.

11. NEW BUSINESS - Continued

B. Ordinances for Introduction

1. **Ordinance 21-04-583**
An Ordinance of the Haines Borough, Alaska, Providing for the Establishment and Adoption of the Operating Budget, Capital Budget, and Capital Improvement Plan of the Haines Borough for the Period July 1, 2021 Through June 30, 2022.

Motion: LAPP moved to "Introduce Ordinance 21-04-583 and set a first public hearing for 5/11/21, a second public hearing for 5/25/21," and the motion carried unanimously.

2. **Ordinance 21-04-584**
An Ordinance of the Haines Borough Amending Title 3 Revenue and Finance , Chapter 3.70 Property Tax Levy , Providing for the Addition of Section 3.70.080 Tax Adjustment on Property Affected by a Disaster.

Motion: STICKLER moved to "Introduce Ordinance 21-04-584 and set a first public hearing for 5/11/21 and a second public hearing for 5/25/21" and the motion carried unanimously.

C. Other New Business

1. **EOC Update** – COVID Update
2. **Displaced Residents Update** – Mayor Olerud provided a recap of the Beach Road Access Committee meeting as well as updates provided from the State and Landslide Technologies.
3. **Support for Motorized Vehicle Trail.**

Motion: THOMAS moved to "Support the grant application for a motorized vehicle trail through the State of Alaska Recreational Trail Program," and the motion carried unanimously.

12. CORRESPONDENCE

13. SET MEETING DATES

14. PUBLIC COMMENT: MORPHET, WINKEL

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS: KIRBY

16. ADJOURNMENT – 9:54 pm

ATTEST:

Douglas Olerud, Mayor

Alekk Fullerton, CMC, Borough Clerk



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 21-1071
Assembly Meeting Date: 05/11/21

Business Item Description:	Attachments:
Subject: Amending Historic Dalton Trail RMSA	1. Ordinance 21-04-580 (formerly referred to as 19-04-531) 2. Historic Dalton Trail RMSA Request for Action 3. Letter from Lauren McPhun
Originator: Historic Dalton Trail RMSA Board	
Originating Department: Administration	
Date Submitted: 03/09/19	

Full Title/Motion:
 Motion: Adopt Ordinance 21-04-580
 * Please review updated Figure 7-1.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$	\$	

Comprehensive Plan Consistency Review:
 Comp Plan Goals/Objectives: _____
 Consistent: Yes No

Summary Statement:
 On 4/6/21, the GASC committee recommended that this Ordinance revert back to its original form and intended purpose as described in April of 2019.
 There are several parcels located within the Historic Dalton Trail Road Maintenance Service Area as described by HBC 7.08.050A but are not included in the description of 7.08.050B since they are not located ON Eagle Vista/Corrina Avenue but are accessed by Eagle Vista/Corrina Avenue. It is recommended by the Historic Dalton Trail RMSA that individuals who use the identified roads daily to access their parcels should contribute to the maintenance of those roads. At least one of such affected parcels has specifically recognized such incongruity and has requested inclusion in the RMSA.
 Other RMSAs (like the Letnikof Estates RMSA HBC 7.08.090A) describe inclusion in the RMSA as "All parcels accessed from the following platted roads..."

Referral:
 Referred to: GASC
 Recommendation: Revert to original version for now.
 Referral Date: 4/09/19
 Meeting Date: Many over 2 years

Assembly Action:
 Meeting Date(s): 4/13/21
 Public Hearing Date(s): 4/27/21, 05/11/21
 Postponed to Date:

AN ORDINANCE OF THE HAINES BOROUGH AMENDING HAINES BOROUGH CODE 7.08.050 TO CLARIFY AND EXPAND THE BOUNDARIES OF THE HISTORIC DALTON TRAIL ROAD MAINTENANCE SERVICE AREA AND UPDATE FIGURE 7-1.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is of a general and permanent nature and the adopted amendment shall become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Amendment of Section 7.08.050. Haines Borough Code 7.08.050 is amended, as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE TO BE ADDED
STRIKETHROUGH ITEMS ARE DELETED

7.08.050 Historic Dalton Trail road maintenance service area.

A. Establishment of the Historic Dalton Trail Road Maintenance Service Area. The Historic Dalton Trail road maintenance service area is established with area and boundaries as set forth on a ~~plat~~ **map**. [See Figure 7-1.] The boundaries of the Historic Dalton Trail road maintenance service area are described as follows:

1. All the area within the current boundaries of the Chilkat Lake Road maintenance service area and the Porcupine Road maintenance service area as set forth on the ~~attached~~ **appended map plat**;
2. A portion of Chilkat Lake Road from the intersection of Chilkat Lake and Porcupine Roads to its intersection with the Haines Highway, ~~not~~ including the ~~steel~~ bridge as set forth on the ~~attached~~ **appended map plat**;
3. All private property **subdivisions** on Chilkat Lake and along ~~its access~~ **Chilkat Lake Road** from the ~~Chilkat Lake~~ **Tsirku River** boat landing as set forth on the ~~attached~~ **appended map plat**;
4. All private property along the Dalton Trail from Pyramid Harbor to Chilkat Lake as set forth on the ~~attached~~ **appended map plat**;
5. All property along the Dalton Trail from Bear Creek to Glacier Creek including the old Porcupine Townsite.

B. Services Provided. The services provided are for the purpose of road and trail maintenance and repair. The service area shall be divided into the following service sub-zones **and shall include all parcels accessed from the identified platted roads:**

Haines Borough
Ordinance No. 19-04-531
Page 2 of 2

1. Sub-zone 1 – Chilkat Lake Road;
2. Sub-zone 2 – Chilkat Lake (including last two miles of Chilkat Lake Road);
3. Sub-zone 3 – Porcupine Road;
4. Sub-zone 4 – Eagle Vista/Corrina Avenue.

Section 5. Amendment of Figure 7-1. Figure 7-1 appended to Haines Borough Code 7.08 is amended, as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE TO BE ADDED
~~STRIKETHROUGH~~ ITEMS ARE DELETED

FIGURE 7-1. As updated July 30, 2019.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____
DAY OF _____, 2021.

ATTEST:

Douglas Olerud, Mayor

Aleka Fullerton, CMC, Borough Clerk

Date Introduced:
Date of First Public Hearing:
Date of Second Public Hearing:

Road Maintenance Service Areas

Established under Haines Borough Code (HBC) 7.08

How was this map created?

The regions of each Road Maintenance Service Area (RMSA) were drawn using the legal descriptions provided in Haines Borough Code (HBC) Title 7.08. Absent specific legal descriptions in code, some areas were created from millrates

Why was this map created?

The map was created in conjunction with proposed ordinance 19-04-531 in order to clarify and expand the boundaries of the Historic Dalton Trail Road Maintenance Area and update Figure 7-1. Borough Staff noticed that the figure in code displays incorrect or confusing boundaries that do not correspond to their legal descriptions. Additionally, some of the current RMSA boundaries do not represent (1) areas where roads can be maintained (Dalton Trail) or (2) areas where properties are included in a road service area (Chilkat State Park).

What are the recommended changes?

- Area Descriptions should be based on boundaries created from parcels that access certain roads and those roads should be listed. The Letnikoff Estates RMSA uses similar language. For example, the Dalton Trail Subzone 4 would be "All parcels that access Capp's Road, Corinna Ave, and Eagle Bluff Drive." This change would resolve much of the confusion surrounding the Dalton Trail RMSA.

- Road Service Areas should not include trails because we do not maintain them. If the public is interested, we could consider establishing a 'Trail Service Maintenance Area' once we have maintenance standards in place.

- Chilkat State Park Road is maintained and owned by the State of Alaska and should not be an RMSA. The borough should only establish RMSAs for non-borough roads if there is a maintenance agreement with the owner.

Outside of the changes to borough code, the Borough could consider establishing an internal policy and procedure for exacting fees on public entities, native allotments, and commercial users.

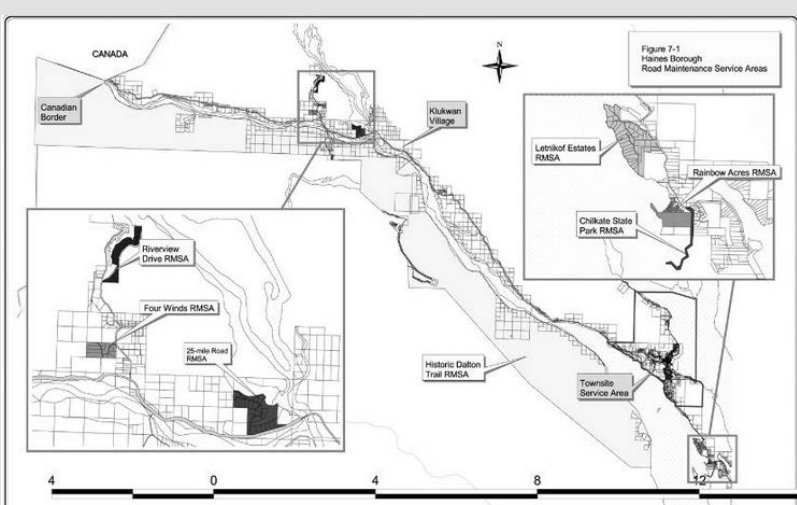
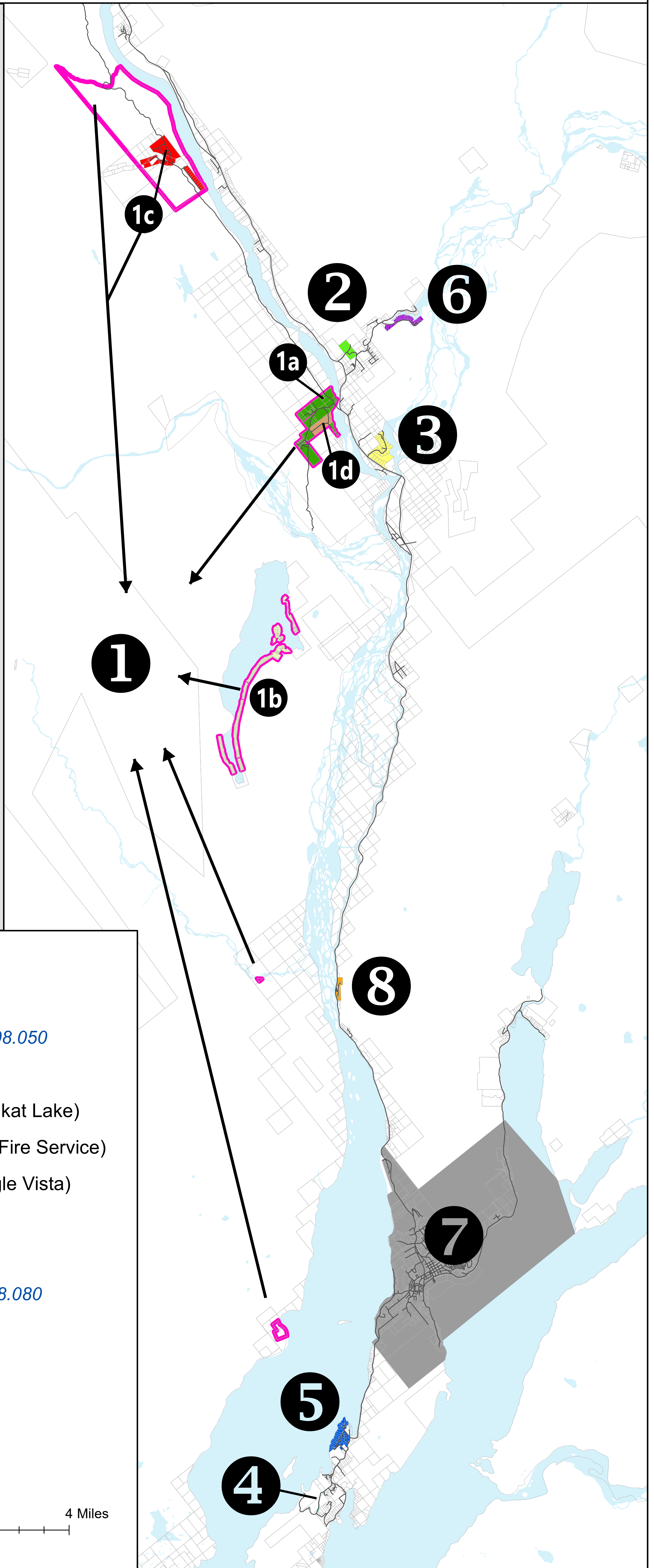


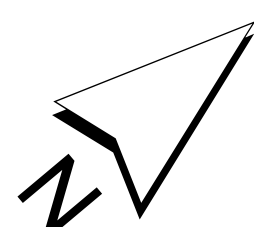
Figure 7-1
As referenced in
HBC 7.08



Legend

- ① Dalton Trail General Area *HBC 7.08.050*
 - ①a Dalton Trail Sub-zone 1
 - ①b Dalton Trail Sub-zone 2 (Chilkat Lake)
 - ①c Dalton Trail Sub-zone 3 (No Fire Service)
 - ①d Dalton Trail Sub-zone 4 (Eagle Vista)
- ② Four Winds *HBC 7.08.060*
- ③ Twenty Five Mile *HBC 7.08.070*
- ④ Chilkat State Park Road *HBC 7.08.080*
- ⑤ Letnikoff Estates *HBC 7.08.090*
- ⑥ Riverview Drive *HBC 7.08.100*
- ⑦ Townsite *HBC 7.08.130*
- ⑧ Homestead *HBC 7.08.140*

Parcels
Roads



0 1 2 4 Miles

7.04.050 Expansion, reduction or consolidation of service areas.

A. Ordinances expanding, reducing, or consolidating the boundaries of a service area shall require separate ratification by the voters in the area of expansion, reduction, or consolidation as well as ratification by the voters in the existing or remaining service area.

B. *Exceptions.* Subsection (A) of this section does not apply to the following (reference AS [29.25.450](#)):

1. Voters residing in a subdivision or parcel proposed to be added to a road maintenance service area if roads maintained by the service area provide the only access to the subdivision or parcel or provide access to the subdivision or parcel that is required by the subdivision plat or by other regulation or ordinance.
2. A change in the boundaries of a road maintenance service area to exclude a subdivision or parcel that does not rely on the use of roads maintained by the service area for the subdivision's or parcel's only access or for access that is required by the subdivision plat or by other regulation or ordinance.

C. *Procedures.*

1. Ordinances to expand, reduce, or consolidate a service area that are subject to the requirements of subsection (A) of this section shall be submitted as part of a by-mail election to individuals residing in the subject areas who are registered to vote in the Haines Borough.

- a. The clerk shall conduct the election according to the procedures and requirements of HBC Title [11](#) except that this election may be conducted solely by mail.
- b. The ordinance shall become effective immediately following successful voter ratification.

2. Expansion or reduction requests exempted under subsection (B) of this section shall be subject to the following procedure:

- a. Individual property owners within reasonable proximity to a service area may petition the service area board to join or leave the service area. Petitions must be written and shall contain reasons for the request.
- b. The board shall review the request and provide a recommendation to the borough assembly for consideration. No property owner may join or leave an existing service area without assembly approval. (Ord. 09-08-215 § 4)

HISTORIC DALTON TRAIL
ROAD MAINTENANCE SERVICE AREA
Board of Directors Meeting
3/9/2019

Annual Report/FY 20 Budget and Action Item requests

The HDT RMSA Board of Directors met on March 9, 2019 at noon at Covenant Life Center. Board members in attendance: Robert Venables, Leonard Banaszak, Bob Bell, Matt Whitman and Darsie Culbeck.

Zone reports:

Eagle Vista – The contractor is doing a very good job this year. However, the board maintains the same request from previous years for the borough to pursue stationing borough equipment up the highway and hiring a part-time seasonal employee to take care of all the Haines Highway service area needs. Brushing is more of a need this year in this zone than road grading.

Porcupine – On behalf of the many users of the Porcupine road, we want to thank the borough for the support in addressing the road washout that occurred last year. The borough assisted in the permitting and use of equipment. We also want to recognize the many industry contributors to those repairs and for the annual maintenance they help to pay for. Both Constantine and Raw TV paid \$5-10K apiece (some of that was in-kind with fuel and labor) and the Stump Company on many occasions used their equipment to move brush and clear ditches. There needs to be some engineering assessment of the road to see if there are preventative measures to keep the flooding at a minimum in future years. The road will need 2 gradings this year (might that grader be left year-round for winter snow removal?).

The Porcupine Road is very important to many user groups from timber, mining, tourism, subsistence and fisheries. NSRAA has spent on the order of \$1million to build 7 or 8 spawning channels in Haines. The most successful are the 3 conjoined Herman Creek channels. Each one can hold on the order of 3,000 to 6,000 chum spawners. It varies year to year. In their evaluation of the Herman Creek channel (first one) it produced 20 to 25% survival of deposited chum eggs. As for how many adults they produce that is much harder to evaluate since they didn't mark the fish except one year but then did not have money to sample the fishery which would have been necessary to make an estimate of adult survival and production numbers. The spawning channels can function for about 10 years and then they need to be regraded primarily to release silt, renew compacted gravel, and reverse migration of gravel downstream. NSRAA has done this but whether it will occur in the future will be an NSRAA board decision.

The reason Herman Creek is ideal for a spawning channel is upwelling, clear water at high volume. If the Klehini cuts through the banks and into the channels, that habitat will be gone. The returning chum salmon will find another place to spawn but likely at a location far less ideal. Historically this has been the story of chum in the Klehini and Chilkat Rivers, the river cuts back and forth eliminating and creating habitat. Adults return but don't necessarily find the same habitat from where they emerged. It took several years to locate the best options for a spawning channel. 24 mile was the first, but Herman Creek built 4 years later was by far our best and most productive.

Coho fry benefit greatly from the channels as well, due to the interstices along the edge of the channel created by the rip rap. It creates good rearing habitat, cover, and place to graze prey items. And it remains open all winter.

Two major concerns were brought to the board's attention. The first was the ability to add parcels to the RMSA as they are developed on properties not directly in the service area but accessed by the road systems. It is the board's recommendation and request that if the property owners do not voluntarily petition to join the RMSA (and not all have or will), that the assembly introduce and adopt an ordinance that parcels accessed by roads in the RMSA be added to the RMSA to ensure equitable participation in those road maintenance costs.

Secondly, the tourism sector is not participating voluntarily in the RMSA maintenance costs. There are several businesses (7?) with tour permits using these roads and the board requests that the manager and assembly establish a fee based on usage to address that inequity. (One suggestion was to have a higher cost per head for the first 500 users then drop the assessment considerably when use goes above 500). There should be fairness and certainty to the businesses, but the cost-causer of the maintenance needs should also be the cost-payer and share in addressing those annual needs. The board asks that this be a priority topic this year.

Chilkat Lake – Last year's work on the culverts is holding up well and seems to be in good condition. The road does need to be brushed and there are concerns with sections of the road's shoulders. The board asks that the facilities director schedule brushing for the RMSA and assess the concerns with the shoulders. The entire 4 miles of chip-coat road needs to have cold patch applied to holes that have emerged. The budget will reflect a request for 3 pallets of cold patch and funds for brushing.

FY20 Budget Recommendations:

For Historic Dalton Trail RMSA – to properly account for increased summer maintenance and average snowfall, the board recommends the FY20 budget of \$5,000 be assessed that will include brushing and annual cold patch repairs that are needed.

For the Eagle Vista Zone – A revenue recommendation of \$4,000 that will maintain an adequate fund balance and cover brushing needs.

For Chilkat Lake Zone – FY20 revenue of \$1,500 needed to maintain fund balance necessary for spring and summer maintenance.

For Porcupine Road Zone – there is a need for 2 road gradings, especially as this road receives increased use from borough residents and visitors. There is very little private property to tax as this is mostly state forest land. The mining companies make considerable purchases and investment in Haines and generates substantial sales tax for the borough and participates directly in road improvements as does Raw TV and the timber industry (Stump Co. and State). The borough should continue to work with the mining companies to leverage opportunities to improve the condition of Porcupine Road. Since voluntary contributions have not come from the commercial tourism sector, the board recommends a tiered fee structure become a part of the tour permitting process.

With no other business to conduct, the board adjourned at 1 p.m.

March 9, 2019

Mayor Jan Hill
Haines Borough Assembly
Borough Manager

Re: Inclusion of property into the HDT RMSA

Dear Mayor Hill and Borough Assembly members.

I, Lauren McPhun, currently own the parcels of land described below that has access from the road system within the Historic Dalton Trail Road Maintenance Service Area (RMSA). For whatever reasons, my properties have not been included in the service area and have not paid into the neighborhood road maintenance through the annual property tax assessment.

Please accept this letter as my official request to have these properties included into Road Maintenance Service Area. I understand that my property tax mill rate which is currently 8.10 will increase by 2.08 bringing my new tax mill rate to 10.28 due to such inclusion and am willing to bear my share of the cost along with my neighbors to keep Eagle Bluff Drive and Corrina Avenue accessible.

Sincerely,



Lauren McPhun

HC60 BOX 2616
Haines Alaska 99827

3-KRB-00-0B00

Lot B Klehini River Bridge Subdivision according to Plat No. 35-7, Haines Recording District, First Judicial District, State of Alaska



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 21-1072
Assembly Meeting Date: 05/11/21

Business Item Description:	Attachments:
Subject: Transferring CYD Van to the School	1. Ordinance 21-04-581
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 4/7/21	

Full Title/Motion:
Motion: Adopt Ordinance 21-04-581

Administrative Recommendation:

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ None	\$ 0	\$ 0	N/A

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives:	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
As part of the FY21 Budget, the CYD Department was transferred to the Haines School. Along with this transfer was transfer of the CYD van. Since the value of the van exceeds \$25,000, an ordinance is necessary to transfer it per HBC 14.24.010(E).

Referral:
Referred to: _____ Referral Date: _____
Recommendation: _____ Meeting Date: _____

Assembly Action:	
Meeting Date(s): 04/13/21	Public Hearing Date(s): 4/27/21, 5/11/21
	Postponed to Date: _____

An ordinance of the Haines Borough Authorizing the Transfer of the 2018 Ford Transit (CYD) Van to the Haines Borough School District.

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Purpose. To transfer the 2018 Ford Transit (CYD) Van to the Haines Borough School District.

Section 5. Authority. This ordinance is adopted under the authority granted the Assembly to transfer to an educational association providing service to residents of Haines by HBC 14.16.010(c)4.

Section 6. Approval. Per HBC 14.24.010(E), the Borough Assembly shall, by ordinance, dispose of Personal Property valued at more than \$25,000.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____DAY OF _____, 2021.

Douglas Olerud, Mayor

ATTEST:

Aleka Fullerton, CMC, Borough Clerk

Date Introduced: 04/13/21
Date of First Public Hearing: 04/27/21
Date of Second Public Hearing: 05/11/21



7C

Agenda Bill No.: 21-1073

Assembly Meeting Date: 5/11/21

Business Item Description:	Attachments:
Subject: FY21 Budget Amendment #2	1. Ordinance 21-04-582 2. CFO Spreadsheet 3. Harbormaster Memo
Originator: Borough Manager	
Originating Department: Administration/Finance	
Date Submitted: 4/8/21	

Full Title/Motion:
 Motion: Adopt Ordinance 21-04-582 then amend the Ordinance as reflected in the Harbormaster's memo.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See attached	\$ See attached	\$ See attached	N/A

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:
 See attached Finance Director Spreadsheet summarizing the proposed changes to fund balance and Harbormaster Memo.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 04,13,21, 04/27/21, 05/11/21	Public Hearing Date(s): 4/27/21, 5/11/21
	Postponed to Date:

AN ORDINANCE OF THE HAINES BOROUGH, PROVIDING FOR THE ADDITION OR AMENDMENT OF SPECIFIC LINE ITEMS TO THE FY21 BUDGET.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Effective Date. This ordinance shall become effective immediately upon adoption.

Section 3. Appropriation. This appropriation is hereby authorized as part of the budget for the fiscal year July 1, 2020 through June 30, 2021.

Section 4. Purpose. To provide for the addition or amendment of specific line items to the FY21 budget as follows:

(1) To recognize FY21 Federal Payment in Lieu of Taxes (PILT) payment which was \$10,424 higher than budgeted.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
01-01-09-4532	Federal Revenue – PILT	\$372,000	\$382,424	\$10,424

(2) To transfer \$450,000 from the Permanent Fund to the Areawide general fund pursuant to the October 6, 2020 passage of proposition 1 which read "shall the Haines Borough withdraw \$450,000 of the permanent fund principal to reimburse the Areawide General Fund for a portion of the FY20 and FY21 school bond debt payment?"				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
01-98-97-8264	Transfer IN – to Areawide GF	(\$307,000)	(\$757,000)	\$450,000
97-98-97-8264	Transfer OUT – fr Permanent Fund	\$307,000	\$757,000	(\$450,000)
Total appropriation for transfer from Permanent Fund to Areawide GF				0

(3) To recognize and appropriate revenue from the Federal Emergency Management Agency (FEMA) and the State of Alaska for anticipated FY21 expenses related to disaster #FEMA-4585-DR Severe Storms, Flooding, Landslides, and Mudslides.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
42-01-00-4589	Federal Revenue	\$0	\$360,000	\$360,000
42-01-00-4341	State Revenue	0	\$120,000	\$120,000
42-01-00-7392	Project expenditures	0	\$480,000	(\$480,000)
Total net Haines Borough appropriation for FEMA-4585-DR				0

(4) To reduce the current appropriation for professional & contractual services in the Administration department budget and increase the same line item in the Lands budget for Graphical Information System (GIS) contract services.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*

Haines Borough
Ordinance No. 20-09-577
Page 2 of 4

01-01-10-7312	Professional Svc - Administration	\$68,500	\$57,500	\$11,000
01-01-17-7312	Professional Svc - Lands	\$5,350	\$16,350	(\$11,000)
Net change in appropriation for professional services				0

(5) To appropriate additional funds for property and liability insurance in FY21 which are higher than initially budgeted.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
01-02-50-7351	Banking & Insurance – Dispatch	\$3,500	\$4,500	(\$1,000)
01-04-20-7351	Banking & Insurance – Facilities	\$12,400	\$16,100	(\$3,700)
01-08-00-7351	Banking & Insurance – Chilkat Center	\$13,500	\$14,200	(\$700)
01-14-00-7351	Banking & Insurance – Library	\$10,800	\$13,400	(\$2,600)
01-15-00-7351	Banking & Insurance – Museum	\$10,100	\$11,700	(\$1,600)
01-16-15-7351	Banking & Insurance – Pool	\$8,600	\$10,200	(\$1,600)
02-02-00-7351	Banking & Insurance – Police	\$26,400	\$29,300	(\$2,900)
02-04-00-7351	Banking & Insurance – Public Works	\$16,400	\$18,000	(\$1,600)
90-01-00-7351	Banking & Insurance – Water Utility	\$13,400	\$16,900	(\$3,500)
91-01-00-7351	Banking & Insurance – Sewer Utility	\$23,400	\$29,700	(\$6,300)
Total appropriation for increased insurance expense				(\$25,500)

(6) To recognize and appropriate \$51,500 of grant revenue from the State Homeland Security Program for Haines Emergency Communications Upgrade and Repair.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
42-01-00-4341	State Revenue -SHSP	\$0	\$51,500	\$51,500
42-01-00-4341	Project Expenditures – SHSP	\$0	\$51,500	(\$51,500)
Total net Haines Borough appropriation for Communications Upgrade and Repair				0

(7) To recognize and appropriate revenue from the Alaska Police Standards Council to conduct ICS-300 and ICS400 training for roughly 30 Borough employees, elected officials, and EOC volunteers.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
31-01-00-4341	State Revenue	\$0	\$16,524	\$16,524
31-01-00-7392	Project Expenditures	\$0	\$16,524	(\$16,524)
Total net Haines Borough appropriation				0

(8) To recognize and appropriate revenue from the Alaska Police Standards Council for training police officers.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*

Haines Borough
Ordinance No. 20-09-577
Page 3 of 4

02-02-00-4341	State Revenue	\$0	\$2,750	\$2,750
02-02-00-7335	Training	\$0	\$2,750	(\$2,750)
Total net Haines Borough appropriation				0

(9) To recognize additional contract revenue from the State of Alaska Department of Corrections for the Community Jails contract which has been amended to include additional funding for sentenced electronic monitoring.

		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
02-02-00-4342	State Revenue	\$246,955	\$256,955	\$10,000

(10) To appropriate additional Townsite Service Area funds for Police department payroll. The Borough has applied for a grant from Alaska Department Safety which would pay for this additional payroll but as of the introduction of this budget amendment we have not heard back on the grant.

		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
02-02-00-6110	Salary & Wages	\$336,712	\$359,212	(\$22,500)
02-02-00-6115	Payroll Burden	\$113,398	\$120,898	(\$7,500)
Total for police department payroll				(\$30,000)

(11) To appropriate \$24,000 of sales tax proceeds from the Tourism Promotion & Economic Development fund to hire a lobbyist in FY21 pursuant to resolution #21-03-909.

		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
23-03-00-7312	Professional & Contractual Services	\$0	\$24,000	(\$24,000)

(12) To transfer \$6,000 from the Areawide General Fund to pay school bond debt service not paid by the State of Alaska. In August of 2020 Alaska DEED notified the Haines Borough that the FY20 payment for school debt reimbursement was only funded at 48.4771% instead of 50% because DEED "did not receive the anticipated cigarette tax receipts as projected at the beginning of the fiscal year." Without this transfer the debt service fund would have a deficit balance.

		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
01-98-00-8200	Transfer OUT from Areawide	\$324,075	\$330,075	(\$6,000)
76-98-00-8200	Transfer IN from to Debt Service	\$324,075	\$330,075	\$6,000

(13) To transfer \$70,000 of fund balance from the Commercial Passenger Vessel (CPV) Tax to the Port Chilkoot Dock fund to pay payroll, insurance, utilities, and other operating expenses for FY21 for the dock. Revenues for the dock are currently projected to be close to zero for the year.

		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
34-98-00-8254	Transfer OUT from CPV	\$0	\$70,000	(\$70,000)
94-98-00-8254	Transfer IN to PC Dock	\$0	\$70,000	\$70,000

Haines Borough
Ordinance No. 20-09-577
Page 4 of 4

(14) To recognize an additional \$38,000 of PERS on-behalf revenue and expense. PERS on-behalf is that portion of the cost of employee retirement which is subsidized by the State of Alaska per HB39.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
01-01-09-4341	State of Alaska Grant Revenue	\$160,000	\$196,000	\$36,000
01-01-10-6116	PERS on-behalf expense	\$160,000	\$196,000	(\$36,000)
Total				0

(15) To increase the appropriation for depreciation expense for the water fund. The FY21 budget did not include FY21 depreciation for the Mud Bay & Third Avenue water lien replacement. This is not a cash expense.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
90-01-00-7385	Depreciation Expense –Water Fund	\$285,000	\$321,00	(\$36,000)

* A positive amount in this column is favorable. A negative amount is unfavorable.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2021.

ATTEST:

Douglas Olerud, Mayor

Alekkka Fullerton, Borough Clerk

Date Introduced: 04/13/21
Date of First Public Hearing: 04/27/21
Date of Second Public Hearing: 05/11/21

HAINES BOROUGH

Summary of Proposed Amendments to the FY21 Budget - Ordinance #21-04-582



FUND	Areawide General	Townsite General	Economic Development	CPV Tax	Equipment Sinking	School Bond	Water Fund*	Sewer Fund*	PC Dock*	Permanent Fund	TOTAL
	01	02	23	34	61	76	90	91	94	97	
Undesignated Fund/(Cash) Balance as of 06/30/2020	3,107,764	897,608	259,021	163,259	625,410	4,483	180,769	483,644	298,447	9,148,897	
FY21 BUDGET Revenue Over (Under) Expense	(302,389)	(202,291)	(39,262)	(85,000)	(131,000)	(10,083)	54,115	46,996	(52,506)	59,378	
Proposed Amendments:											
1. Federal PILT revenue higher than budgeted	10,424										10,424
2. Transfer from Permanent Fund per voters	450,000								(450,000)		-
3. FEMA estimated revenue & expense											-
4. Reduce admin & increase lands expense											-
5. Increase budget for property & liability insurance	(11,200)	(4,500)					(3,500)	(6,300)			(25,500)
6. SHSP grant revenue & expense											-
7. Police Standards Council Grant Rev & Exp											-
8. Police Standards Council Grant Rev & Exp											-
9. Additional Contract revenue - Jails		10,000									10,000
10. Increase police payroll expense		(30,000)									(30,000)
11. Add 1/2 of lobbyist contract FY21			(24,000)								(24,000)
12. School Debt obligation not paid by state	(6,000)					6,000					-
13. Transfer from CPV to PC Dock				(70,000)					70,000		-
14. PERS on-behalf revenue & expense											-
15. Increase water fund depreciation expense											-
Proposed Increase/(Decrease) to Fund Balance	443,224	(24,500)	(24,000)	(70,000)	-	6,000	(3,500)	(6,300)	70,000	(450,000)	(59,076)
Proposed FY21 BUDGET Revenue Over (Under) Expense	140,835	(226,791)	(63,262)	(155,000)	(131,000)	(4,083)	50,615	40,696	17,494	(390,622)	
Projected Fund/(Cash) Balance as of 06/30/2021	3,248,599	670,817	195,759	8,259	494,410	400	231,384	524,340	315,941	8,758,275	

* The cash balance is shown instead of the fund balance and the cash budget is shown which does not include depreciation expense



Memo

Ports & Harbors

Date: May 4, 2021

To: Borough Manager / Borough Assembly

From: Shawn Bell, Harbormaster

Re: PC Dock Budget Amendment

It is the recommendation of the Harbormaster that the Haines Borough Assembly approve a budget amendment of \$23,000, from the PC Dock Fund Balance, for the repair of the PC Dock pile caps.

Background

The fenders, at the face of the PC Dock, slide over and are supported by steel piles driven into the ocean floor. The welded caps, where the weight of the fender rests on the pile, have cracked at 6 locations. These fenders were installed approximately 25 years ago.

An RFP was put out for the repair work and 5 bids were received. Alaska Power and Engineering was the low bidder for the project at \$19,450.

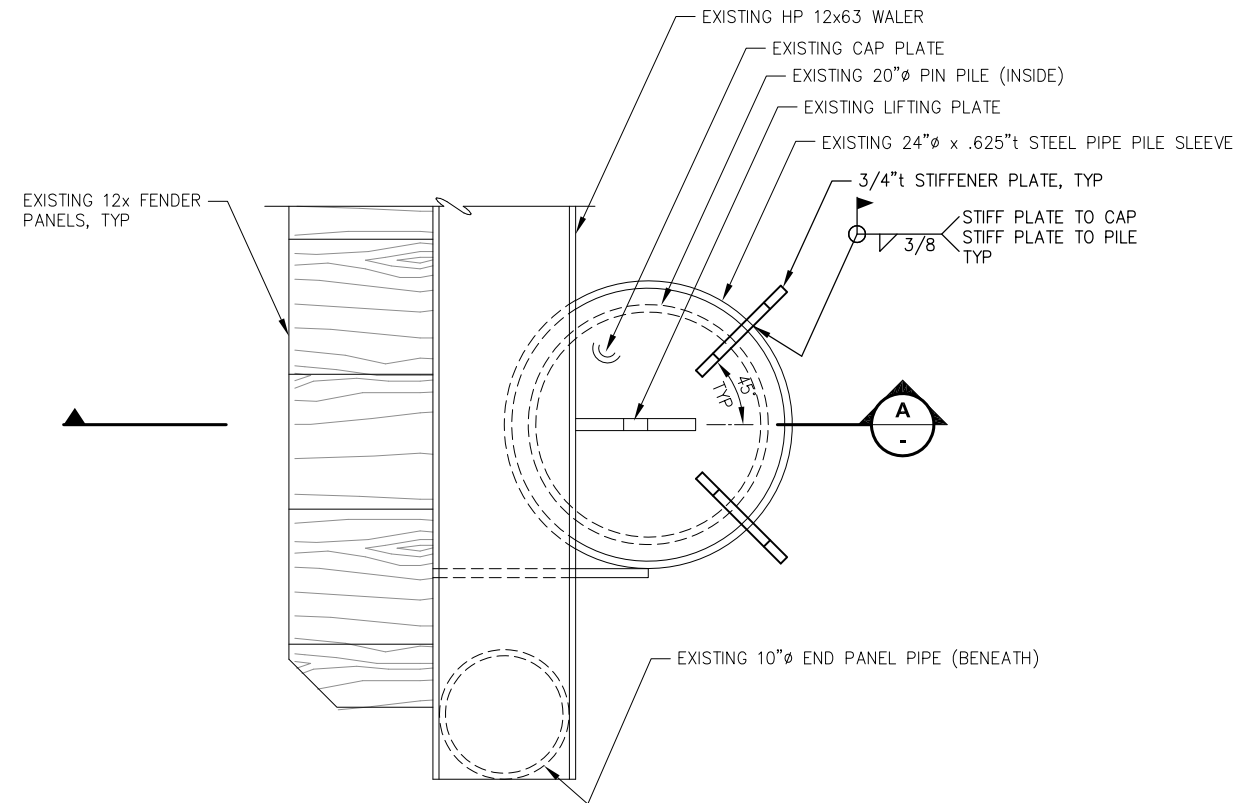
This repair work was not budgeted for in FY21 but is critical to have done as soon as possible. Delaying the work could result in total failure of the pile caps, leading to a more expensive and time consuming repair.

Budget Breakdown - \$20,000 for repair work and \$3,000 for engineered drawings and oversight.

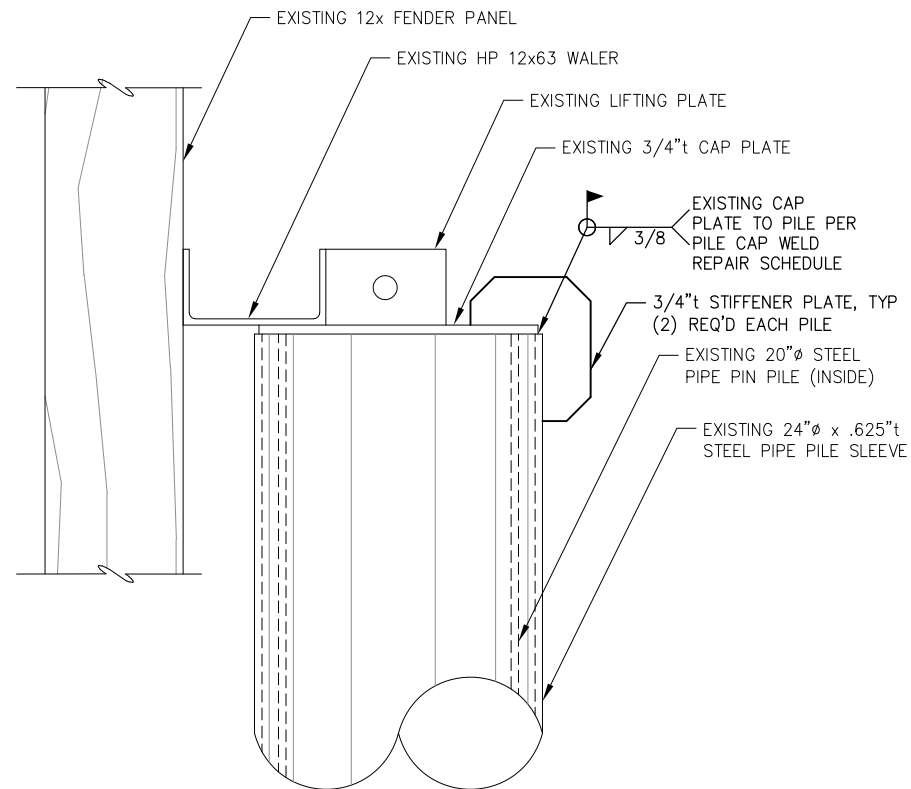
Proposed Amendment to Section 13:

(13) To reduce projected revenues for the Port Chilkoot Dock Fund, to appropriate \$23,000 for repair of the PC Dock pile caps per the Harbormaster's Memo dated May 4, 2021, and to transfer \$70,000 of fund balance from the Commercial Passenger Vessel (CPV) Tax to the PC Dock fund to help cover FY21 expenditures.

		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
94-01-00-4218	PC Dock Usage Fees	\$80,000	\$2,400	(\$77,600)
94-01-00-7371	Repairs & Maintenance	\$2,000	\$25,000	(\$23,000)
34-98-00-8254	Transfer OUT from CPV	\$0	\$70,000	(\$70,000)
94-98-00-8254	Transfer IN to PC Dock	\$0	\$70,000	\$70,000
Total revenue reduction and increased expenditures				(\$100,600)



FENDER PILE SLEEVE - PLAN

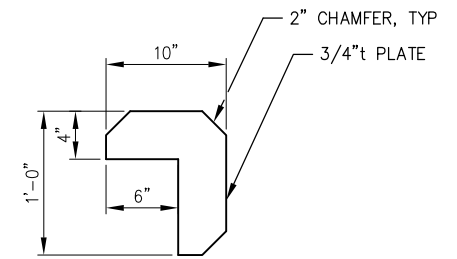


FENDER PILE SLEEVE - SECTION

WELD REPAIR PROCEDURE: VISUALLY OBSERVABLE HAIRLINE CRACKS EXIST AT SEVERAL PILE CAP TO PILE WELDS AS NOTED IN THE PILE CAP WELD REPAIR SCHEDULE AND AS SHOWN ON THE PHOTO LOG ON SHEET 2. FULLY GRIND EXISTING WELD METAL OUT ALONG THE LENGTH OF THE CRACKS (+2" ON EACH SIDE INTO SOUND WELD METAL) TO EXPOSE THE PILE CAP PLATE AND PILE BASE METAL. REWELD THE PILE CAP TO THE PILE ALONG THE LENGTH OF THE GRINDED AREA. INSTALL STIFFENER PLATES ON ALL PILES AS NOTED ON THE PLANS. REPAIR DAMAGE TO GALVANIZED COATINGS PER THE REPAIR PROCEDURE OUTLINED IN THE GENERAL NOTES.

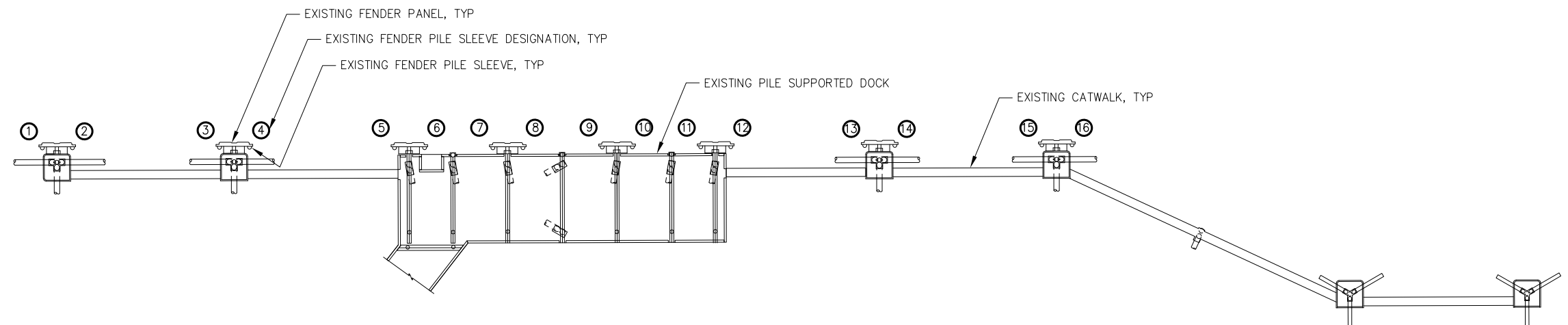
ASSEMBLY NOTE: THE EXISTING PILE CAP PLATES SUPPORT THE WEIGHT OF THE FENDER PANEL ASSEMBLY ON THE 20"Ø PIN PILES THAT ARE INSIDE OF THE 24"Ø PILE SLEEVES. CAUTION SHALL BE TAKEN WHILE GRINDING THE EXISTING PILE CAP TO PILE WELDS, ONLY GRIND IN 4"-6" LONG SECTIONS AT A TIME BEFORE REWELDING THE PILE CAP TO PILE PER REPAIR SCHEDULE.

****NO VISIBLE CRACK EXISTS AT PILE NO. 7, HOWEVER AN UNDERSIZED WELD OVER A PREVIOUS CRACK DOES EXIST. GRIND AND REMOVE UNDERSIZED WELD AND REPAIR PER THE ABOVE PROCEDURE.**



STIFFENER PLATE
(2 PER PILE)

PILE CAP WELD REPAIR SCHEDULE			
PILE DESIGNATION	PILE DIA.	CRACK REPAIR	STIFFENER PLATE
1	24.00"	48"±	2
2	24.00"	NONE	2
3	24.00"	NONE	2
4	24.00"	NONE	2
5	24.00"	NONE	2
6	24.00"	NONE	2
7	24.00"	**10-12"	2
8	24.00"	NONE	2
9	24.00"	NONE	2
10	24.00"	NONE	2
11	24.00"	NONE	2
12	24.00"	4"-6"	2
13	24.00"	4"-6"	2
14	24.00"	4"-6"	2
15	24.00"	NONE	2
16	24.00"	4"-6"	2



SITE PLAN

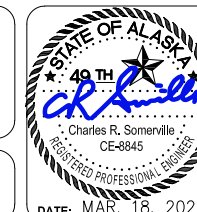


REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

PND ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MBH SCALE: NTS
DRAWN: BMI APPROVED: CRS



**HAINES BOROUGH
PORT CHILKOOT DOCK IMPROVEMENTS**

SHEET TITLE:
WELD REPAIR DETAILS

PND PROJECT NO.: 212020 C.A.N. NO.: AECC250

DATE: MAR. 18, 2021

1
SHEET
1 OF 2

GENERAL NOTES

GENERAL

APPLICABLE CODES
ALL LOCAL CODES PLUS THE FOLLOWING SPECIFICATIONS, STANDARDS AND CODES ARE PART OF THESE GENERAL NOTES:

- INTERNATIONAL BUILDING CODE – 2018 EDITION
- AWS D1.1 STRUCTURAL WELDING CODE – 2020 EDITION
- ASTM SPECIFICATIONS – CURRENT EDITION

IN THE EVENT THAT THERE IS A CONFLICT BETWEEN THE ABOVE REFERENCES AND THESE GENERAL NOTES THE FOLLOWING PRIORITY WILL BE FOLLOWED:

- THESE GENERAL NOTES AND PLANS
- LOCAL CODES
- THE SPECIFICATIONS, STANDARDS AND CODES LISTED ABOVE IN ORDER OF PRECEDENCE

TIDAL LEVELS – ELEVATION DATUM FOR THIS PROJECT IS 0.0 MEAN LOWER LOW WATER

HIGHEST OBSERVED WATER LEVEL	+26.5 FT
MEAN HIGHER HIGH WATER (MHHW)	+16.7 FT
MEAN HIGH WATER (MHW)	+15.7 FT
MEAN LOW WATER (MLW)	+1.6 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT
EXTREME LOW WATER (ELW)	-6.5 FT

MATERIALS AND CONSTRUCTION

GENERAL

THE FOLLOWING SECTION COVERS ALL PHASES OF CONSTRUCTION FOR THIS PROJECT. ADDITIONAL SPECIFIC REQUIREMENTS ARE COVERED IN THE PLANS. REQUIREMENTS COVERED ON THE PLANS SUPERSEDE THOSE IN THIS SECTION IN CASE OF CONFLICT.

MATERIALS NOT SPECIFICALLY NOTED IN THESE GENERAL NOTES OR ELSEWHERE ON THE DRAWINGS SHALL BE SUBMITTED BY THE SUPPLIER FOR APPROVAL. APPROVAL WILL BE BASED ON CONFORMANCE TO CURRENT STANDARDS UTILIZED BY THE OWNER. ALL MATERIALS MUST CONFORM TO GOOD WORKMANSHIP, ACCEPTABLE INDUSTRY STANDARDS AND MANUFACTURERS RECOMMENDATIONS.

CONSTRUCTION NOT MENTIONED IN THESE GENERAL NOTES SHALL BE PERFORMED USING REASONABLE CARE AND GOOD CONSTRUCTION PRACTICES. FINAL INSPECTION AND ACCEPTANCE OF ALL WORK NOT SPECIFICALLY INCLUDED IN THESE GENERAL NOTES OR ON THE DRAWINGS SHALL BE MADE BY THE ENGINEER. APPROVAL OF ALL METHODS AND PRODUCTS SHALL BE BASED UPON CONFORMANCE TO THE GENERAL NOTES, DRAWINGS, QUALITY OF WORKMANSHIP, APPLICABLE INDUSTRY STANDARDS, AND PERTINENT MANUFACTURERS RECOMMENDATIONS.

STRUCTURAL STEEL –

ALL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE AISC "CODE OF STANDARD PRACTICE" LATEST EDITION. MISCELLANEOUS PLATES AND SHAPES SHALL BE ASTM A36, GALVANIZED, UNLESS OTHERWISE NOTED.

STEEL WELDING –

ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST AWS D1.1 AND BE PERFORMED BY WELDERS QUALIFIED FOR THE TYPE AND POSITION OF THE WELDS BEING WELDED. ALL FILLER METAL SHALL HAVE A MINIMUM F_{exx} OF 70 KSI AND MEET CHARPY IMPACT CRITERIA OF 20 FT-LBS AT -20 DEGREES FAHRENHEIT AND SHALL HAVE A MAXIMUM CARBON CONTENT OF 0.20%.

SPECIAL INSPECTIONS –

THE FOLLOWING INSPECTIONS/STRUCTURAL OBSERVATIONS ARE REQUIRED PER SECTION 1705 OF THE IBC. PROVIDE A MINIMUM OF 1 WEEK NOTICE PRIOR TO ANTICIPATED DATE OF INSPECTION. PROVIDE ACCESS FOR INSPECTOR TO VERIFY CONSTRUCTION:

- PERIODIC AND FINAL INSPECTION OF WELDED CONNECTIONS

GALVANIZING –

DAMAGED GALVANIZING, INCLUDING THAT REMOVED FOR WELDING SHALL BE REPAIRED BY THE FOLLOWING PROCEDURE: REMOVE DAMAGED GALVANIZING WITH A GRINDER AND THEN ABRASE THE ENTIRE SURFACE WITH A WIRE BRUSH WHERE APPLICATION OF THE GALVANIZING REPAIR IS REQUIRED. CLEAN THE SURFACE TO REMOVE ALL GREASE, OIL, AND SURFACE DEPOSITS. HEAT LOCAL AREA TO MANUFACTURER SUGGESTED TEMPERATURE AND APPLY 10 MIL THICKNESS OF ZINC OR ALUMINUM ALLOY GALV-STICK, AFTER COOLING, BRUSH APPLY 2 COATS OF ZINC-RICH PAINT, ZRC OR EQUAL.

SUBMITTALS –

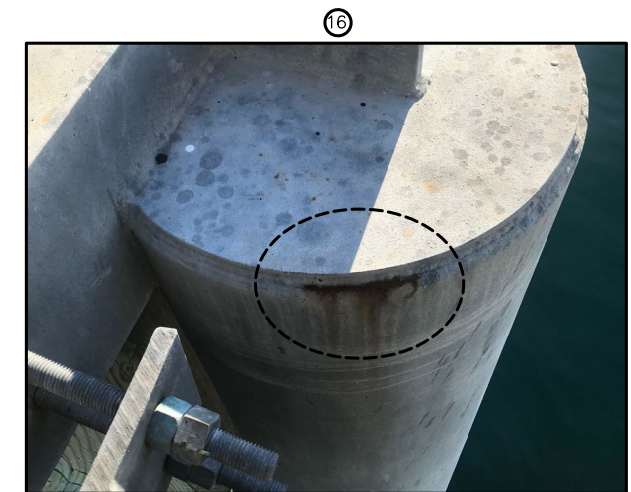
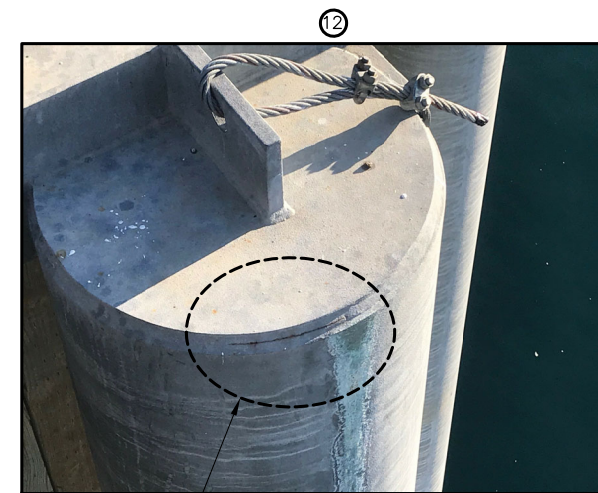
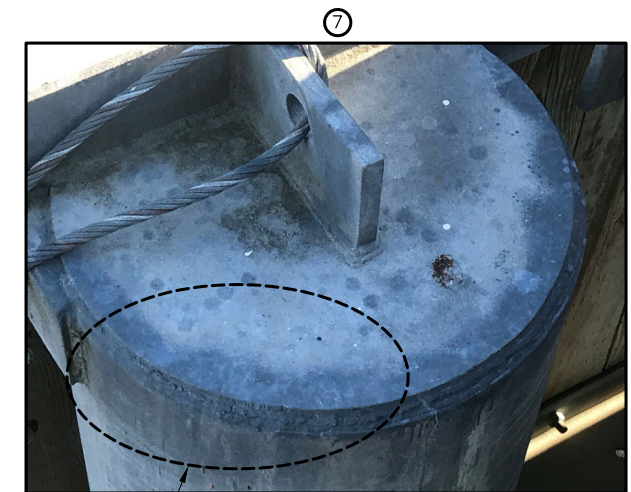
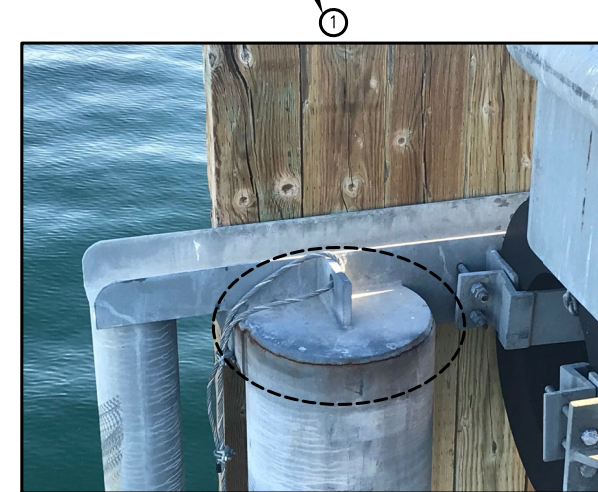
THE ENGINEER'S REVIEW OF SUBMITTALS WILL BE FOR GENERAL CONFORMANCE ONLY AND IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR TO CONFORM TO ALL REQUIREMENTS OF THE PLANS AND GENERAL NOTES.

ALL SHOP DRAWINGS SHALL BE DEVELOPED IN A PROFESSIONAL MANNER TO CLEARLY AND CONCISELY PORTRAY ALL PERTINENT INFORMATION AND DETAILS.

- STRUCTURAL STEEL SHOP DRAWINGS
- MATERIAL TEST REPORTS AND CERTIFICATES OF COMPLIANCE
- GALVANIZING REPAIR PROCEDURE
- AWS WELDING CERTIFICATION FOR ALL WELDERS UTILIZED ON THE PROJECT
- WELDING PROCEDURES FOR ALL FIELD WELDS
- WORK SAFETY PLAN INCLUDING ANY REQUIRED FALL PROTECTION IN ACCORDANCE WITH OSHA STANDARDS

EXISTING FENDER PILE SLEEVE DESIGNATION, TYP

EXISTING PILE CAP/PILE WELD PHOTO LOG



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

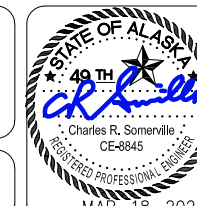


ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: MBH
DRAWN: BMI APPROVED: CRS

SCALE: NTS



DATE: MAR. 18, 2021

HAINES BOROUGH
PORT CHILKOOT DOCK IMPROVEMENTS

SHEET TITLE:

WELD REPAIR DETAILS

PND PROJECT NO.: 212020

C.A.N. NO.: AECC250

2

SHEET
2 OF 2



Port Chilkoot Dock Pile Cap Repair

Bid Number: HB21-04

Bid Proposal

Prepared by: Alaska Power and Engineering, LLC
Prepared for: Haines Borough

April 30, 2021



Clayton Jones, P.E.
Alaska Power and Engineering, LLC
P.O. Box 1604
Haines, AK 99827
E: Clayton.Jones@alaskapower.com

April 30, 2021

Ms. Carolann Wooton
Haines Borough
103 3rd Ave S, PO Box 1209
Haines, AK 99827

Bid for: Port Chilkoot Dock Pile Cap Repair

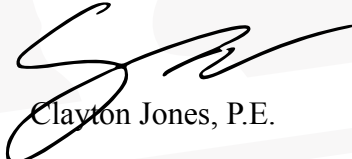
Ms. Wooton,

Thank you for the opportunity to be considered for the Port Chilkoot Dock Pile Cap Repair. We've reviewed the project specifications and are excited about the prospect of working with you.

In 2015 I founded Alaska Power and Engineering, LLC while making my home in Haines. Since that time, Alaska Power and Engineering has proudly overseen the engineering and construction of 3,500 MW of renewable energy projects and multiple infrastructure projects including aircraft hangars, operations and maintenance buildings, utility substations, high voltage transmission lines roads, bridges, and utility-scale battery storage in multiple countries including the United States, Canada, Mexico and Japan.

We look forward to bringing the resources and experience that we have gained on these projects back home to Alaska to deliver the highest quality services to the Borough of Haines. Our attached proposal provides all of the requisite details, however if you would like any additional information as you consider your options, please don't hesitate to let me know.

Sincerely,



Clayton Jones, P.E.

Alaska License #EE 107232
Montana License #EE 29288



PROJECT SCOPE

Project Summary

Haines Borough requires the repair of Port Chilkoot Dock Pile Cap and Alaska Power and Engineering is well suited to provide this service. The project will require structural weld repairs and the addition of stiffener plates to six pile caps as well as the addition of stiffener plates to another ten undamaged pile caps. Galvanized welding precautions will be taken in accordance with OSHA.

Inspections and Quality Control

Inspection excluded, 10 day notice will be provided to Borough prior to execution of work.

Project Schedule

Project scope will be completed within the month of July 2021.

Project Costs

Estimated project costs inclusive of labor and materials total ***\$19,450.00.***

BID BOND

Bond N/A

KNOW ALL BY THESE PRESENTS, That we, Alaska Power and Engineering, LLC
of 17 Letnikof Drive, Haines, AK 99827

(hereinafter called the Principal), as Principal, and _____

Western National Mutual Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto Haines Borough

(hereinafter called the Obligee) in the penal sum of Five Percent of Bid Amount

Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bid QQ #HB21-04 - Port Chilkoot Dock Pile Cap Repair

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 30th day of April, 2021

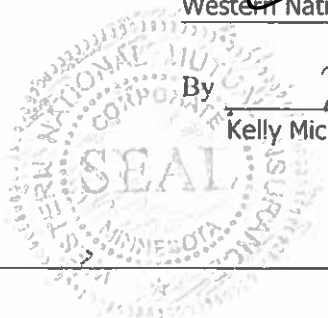
Alaska Power and Engineering, LLC (Seal)
Principal


Title

Witness

Western National Mutual Insurance Company

By Kelly Michael Layman
Kelly Michael Layman, Attorney-in-Fact





WESTERN NATIONAL
INSURANCE

The relationship company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Kristy M Konte, Kelly Michael Layman, Kirk C Leadbetter, Glen Lopez and Jay A Miley, Megan Hawkins

Marsh & McLennan Agency LLC (#9911)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 30th day of April, 2021

Jennifer A. Young, Assistant Secretary





7D

Agenda Bill No.: 21-1074

Assembly Meeting Date: 5/11/21

Business Item Description:	Attachments:
Subject: Opposing Legislation Restricting Individual Rights Protected by the Second Amendment	1. Resolution 21-04-911 2. Substitute Resolution 21-04-911S
Originator: Assembly Member Paul Rogers	
Originating Department: Assembly	
Date Submitted: 3/12/21	

Full Title/Motion:
Motion: Adopt Resolution 21-04-911S.

Administrative Recommendation:

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See attached	\$ See attached	\$ See attached	N/A

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives:	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
At the 4/27/21 meeting, adoption of the Resolution was postponed and scheduled for a public hearing at the next meeting. Since that meeting, Assembly Member Paul Rogers has amended the Resolution and offers the attached substitute Resolution 21-04-911S.

Referral:	
Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:	
Meeting Date(s): 04/27/21, 5/11/21	Public Hearing Date(s): 4/27/21, 5/11/21
	Postponed to Date:

HAINES BOROUGH RESOLUTION No. 21-04-911

A Resolution of the Haines Borough Opposing Legislation and any Other Actions that would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the Borough a Second Amendment Sanctuary.

WHEREAS, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed"; and

WHEREAS, Article 1, Section 19 of the Constitution of the State of Alaska states: "A well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed. The individual's right to keep and bear arms shall not be denied or infringed by the State or a political subdivision of the State"; and

WHEREAS, in addition to state constitutional protections, the right of the people to keep and bear arms is further protected from infringement by state and local governments under the Ninth, Tenth, and Fourteenth Amendments to the Constitution of the United States of America; and

WHEREAS, the United States Supreme Court in *McDonald v. City of Chicago* concluded that the Second Amendment to the U.S. Constitution applies to the states through the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution; and

WHEREAS, the residents of the Haines Borough derive economic benefit from all safe forms off firearms recreation, hunting, and shooting conducted within the borough using all types of firearms allowable under the U.S. and Alaska Constitutions; and

WHEREAS, Haines Borough residents have a long history of a subsistence life style including the traditional use of firearms for personal safety and procurement of food; and

WHEREAS, all citizens are encouraged to engage in firearm safety training to responsibly enjoy their second amendment rights; and

WHEREAS, AS 44.99.040 prohibits the use of local funds to implement or aide in the implementation of federal laws that infringe upon a person's right to keep and bear arms or deny a person's due process rights; and

WHEREAS, while recognizing that pursuant to AS 29.35.145, the borough has no authority to regulate the possession, ownership, sale, transfer, use, carrying, transportation, licensing, taxation or registration of firearms, except as specifically provided by state statute, the assembly wishes to express its opposition to any effort that would unconstitutionally restrict the rights of the citizens of the Haines

Borough to keep and bear arms under the Second Amendment of the U.S. Constitution and under the Alaska Constitution; and

WHEREAS, the Borough expresses its intent to stand as a sanctuary for Second Amendment rights within the Haines Borough, and to oppose, within the scope of the Borough's legal authority, and the limits of the Constitutions of the United States and the State of Alaska, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens to keep and bear arms;

NOW, THEREFORE BE IT RESOLVED that the Haines Borough Assembly, by this resolution, hereby:

SECTION 1. Opposes the enactment of any legislation that would infringe upon the right of its law-abiding citizens to keep and bear arms.

SECTION 2. Resolves that the borough shall not enforce, aid, or assist in the enforcement of any laws, orders, rules, or regulations past, present or future, which infringe upon the people's right to keep and bear arms.

SECTION 3. Expresses its intent to uphold the Second Amendment rights of the law-abiding citizens of the Haines Borough and that the borough's public funds, resources, employees, buildings, and offices shall not be used to unlawfully restrict Second Amendment rights or to aid or assist in the enforcement of the unnecessary and unconstitutional restriction of the rights under the Second Amendment of the citizens of the Haines Borough to keep and bear arms.

- a. Law-abiding citizen means any person **NOT PROHIBITED** by Alaska statute or court order from the possession and/or use of a firearm.

SECTION 4. Declares Haines Borough a "Second Amendment Sanctuary" in the manner and to the extent described in this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its enactment.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 27th day of April, 2021.

Douglas Olerud, Mayor

Attest:

Alekkka Fullerton, CMC, Borough Clerk

HAINES BOROUGH
RESOLUTION No. 21-04-911S

~~A Resolution of the Haines Borough Opposing Legislation and any Other Actions that would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the Borough a Second Amendment Sanctuary.~~ **UPHOLDING INDIVIDUAL RIGHTS PROTECTED BY THE SECOND AMENDMENT OF THE CONSTITUTION OF THE UNITED STATES.**

WHEREAS, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed"; and

WHEREAS, Article 1, Section 19 of the Constitution of the State of Alaska states: "A well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed. The individual's right to keep and bear arms shall not be denied or infringed by the State or a political subdivision of the State"; and

WHEREAS, in addition to state constitutional protections, the right of the people to keep and bear arms is further protected from infringement by state and local governments under the Ninth, Tenth, and Fourteenth Amendments to the Constitution of the United States of America; and

WHEREAS, the United States Supreme Court in *McDonald v. City of Chicago* concluded that the Second Amendment to the U.S. Constitution applies to the states through the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution; and

WHEREAS, the residents of the Haines Borough derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within the borough using all types of firearms allowable under the U.S. and Alaska Constitutions; and

WHEREAS, Haines Borough residents have a long history of a subsistence life style including the traditional use of firearms for personal safety and procurement of food; and

WHEREAS, all citizens are encouraged to engage in firearm safety training to responsibly enjoy their second amendment rights; and

WHEREAS, AS 44.99.040 prohibits the use of local funds to implement or aide in the implementation of federal laws that infringe upon a person's right to keep and bear arms or deny a person's due process rights; and

WHEREAS, while recognizing that pursuant to AS 29.35.145, the borough has no authority to regulate the possession, ownership, sale, transfer, use, carrying, transportation, licensing, taxation or registration of firearms, except as specifically provided by state statute, the assembly wishes to express its opposition to any effort that would unconstitutionally restrict the rights of the citizens of the Haines

Borough to keep and bear arms under the Second Amendment of the U.S. Constitution and under the Alaska Constitution; and

WHEREAS, the Borough expresses its intent to ~~stand as a sanctuary for~~ **UPHOLD** Second Amendment rights within the Haines Borough, and to oppose, within the scope of the Borough's legal authority, and the limits of the Constitutions of the United States and the State of Alaska, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens to keep and bear arms;

NOW, THEREFORE BE IT RESOLVED that the Haines Borough Assembly, by this resolution, hereby:

SECTION 1. Opposes the enactment of any legislation that would infringe upon the right of its law-abiding citizens to keep and bear arms.

SECTION 2. Resolves that the borough ~~will~~ **SHALL** not enforce, aid, or assist in the enforcement of any laws, orders, rules, or regulations past, present or future, which unlawfully infringe upon the people's right to keep and bear arms.

SECTION 3. Expresses its intent to uphold the Second Amendment rights of the law-abiding citizens of the Haines Borough and that the borough's public funds, resources, employees, buildings, and offices shall not be used to unlawfully restrict Second Amendment rights or to aid or assist in the enforcement of the unnecessary and unconstitutional restriction of the rights under the Second Amendment of the citizens ~~of the Haines Borough~~ to keep and bear arms.

a. Law-abiding citizen means any person **NOT PROHIBITED** by Alaska statute or court order from the possession and/or use of a firearm.

~~**SECTION 4.** Declares Haines Borough a "Second Amendment Sanctuary" in the manner and to the extent described in this Resolution.~~

SECTION 5 4. This Resolution shall become effective immediately upon its enactment.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this **11th** day of **May**, 2021.

Douglas Olerud, Mayor

Attest:

Alekk Fullerton, CMC, Borough Clerk



7E

Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 21-1075
Assembly Meeting Date: 05/11/21

Business Item Description:		Attachments:	
Subject: FY22 Haines Borough Operating Budget		1. Ordinance 21-04-583 2. Planning Commission recommendation of CIP List	
Originator: Borough Manager			
Originating Department: Administration			
Date Submitted: 4/1/21			

Full Title/Motion:
Make any desired amendments.

Administrative Recommendation:

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See proposed budget	\$ See proposed budg	\$ See proposed budget	undetermined

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Pages 44-55 and Objective 2B	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:

1) Suggested Amendments from 4/29 Budget COW:
 Staff - Reduce 01-01-09-4534 Federal Revenue- SRS/Timber Receipts to \$195,950.57
 LAPP - Reduce Fund 01 budget for MLCC by \$22,800 (reduce septic by \$12,800) and appropriate \$10,000 of CARES Act funds to them for food security

2) Per HBC 18.30.040(H), the Planning Commission has reviewed the CIP List and recommends it to the Assembly.

For full FY22 Budget see <https://www.hainesalaska.gov/finance/haines-borough-fy22-managers-budget>

Referral:

Referred to: _____ Referral Date: _____
 Recommendation: _____ Meeting Date: _____

Assembly Action:

Meeting Date(s): 4/27/21 Public Hearing Date(s): 5/11/21, 5/25/21
 Postponed to Date: _____

AN ORDINANCE OF THE HAINES BOROUGH, ALASKA, PROVIDING FOR THE ESTABLISHMENT AND ADOPTION OF THE OPERATING BUDGET, CAPITAL BUDGET, AND CAPITAL IMPROVEMENT PLAN OF THE HAINES BOROUGH FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. General Provisions. The following FY22 budget document, listing estimated resources and expenditures is hereby adopted and established as the budget for the period of July 1, 2021 through June 30, 2022 and made a matter of record for that purpose. Except in the case of appropriations for capital improvements, all unexpended balances not otherwise encumbered or disposed of in this ordinance as of June 30, 2022, shall lapse to those appropriate funds.

Section 3. Authorization and Appropriation. The expenditures set forth herein are authorized and appropriations as provided for are hereby made.

01 AREAWIDE GENERAL FUND

REVENUES

Property Tax	\$ 1,423,000
Sales Tax	497,149
Excise Tax	126,500
State Revenue	600,435
Federal Revenue	611,926
Interest Earnings	100,000
User Fees	47,000
License, Permits, & Fees	88,500
Penalty & Interest	61,000
Rents	78,000
TOTAL AREAWIDE REVENUES	\$ 3,633,510

EXPENDITURES

Administration	621,109
Borough Assembly	57,908
Elections	6,310
Finance	456,867
Assessment/Land Management	310,746
Information Technology	112,900
Dispatch	485,578
Public Facilities	373,225
Solid & Hazardous Waste	45,450

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Chilkat Center for the Arts	79,000
Road Maintenance Service Areas	28,000
Haines Borough School District	1,827,000
Library	432,485
Museum	37,000
Parks	62,624
Swimming Pool	225,233
Transfers	(434,000)
Allocated Expense	<u>(957,596)</u>
TOTAL EXPENDITURES & TRANSFERS	3,769,839
CONTRIBUTION TO (FROM) FUND BALANCE	<u>(\$ 136,329)</u>

02 TOWNSITE SERVICE AREA

REVENUES	
Property Tax Revenue	\$ 650,000
Sales Tax	568,780
State Revenue	256,955
Miscellaneous Revenues	<u>10,500</u>
	1,486,235
EXPENDITURES	
Police	757,368
Public Works	534,396
Animal Control	29,743
Transfers	(153,000)
Allocated Expense	<u>480,505</u>
TOTAL EXPENDITURES & TRANSFERS	1,649,012
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (162,777)</u>

17 LAND DEVELOPMENT & SALES

REVENUES	<u>\$ 25,000</u>
EXPENDITURES	
Direct Expenditures	100,000
Transfer to Permanent Fund	0
Allocated Expense	<u>12,564</u>
TOTAL EXPENDITURES	112,564
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (87,564)</u>

20 MEDICAL SERVICE AREA

REVENUES \$ 209,824

EXPENDITURES

Local Emergency Planning 11,100
Ambulance 298,389
Transfers (74,000)
Allocated Expense 25,477

TOTAL EXPENDITURES & TRANSFERS 260,966

CONTRIBUTION TO (FROM) FUND BALANCE \$ (51,142)

23 ECONOMIC DEVELOPMENT & TOURISM PROMOTION

REVENUES \$ 419,649

EXPENDITURES

Tourism 362,186
Economic Development 24,000
Allocated Expense 57,669

TOTAL EXPENDITURES & TRANSFERS 443,855

CONTRIBUTION TO (FROM) FUND BALANCE \$ (24,206)

25 FIRE SERVICE AREAS

REVENUES

Fire District #1 \$ 218,000
Fire District #2 32,300

TOTAL REVENUES 250,300

EXPENDITURES

Fire District #1 Direct Expense 73,350
Fire District #2 Direct Expense 28,780
Allocated Expense 177,140

TOTAL EXPENDITURES & TRANSFERS 279,270

CONTRIBUTION TO (FROM) FUND BALANCE \$ (28,970)

31 GRANT REVENUE – American Rescue Plan

REVENUES \$ 490,000

EXPENDITURES

Project Expenditures 125,000

Operating Transfers	<u>365,000</u>
TOTAL EXPENDITURES & TRANSFERS	490,000
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 0</u>

35 VEHICLE IMPOUNDMENT FUND

REVENUES	<u>\$ 31,500</u>
EXPENDITURES	
Direct Expenditures	<u>30,000</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 1,500</u>

50 CAPITAL IMPROVEMENT PROJECTS

REVENUES	<u>\$ 629,473</u>
EXPENDITURES	
Direct Expenditures	423,000
Operating Transfers	143,000
Allocated Expense	<u>49,189</u>
TOTAL EXPENDITURES & TRANSFERS	615,189
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 14,284</u>

61 EQUIPMENT SINKING FUND

TRANSFERS	<u>129,000</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 129,000</u>

75 LIBRARY BOND FUND

REVENUES	<u>\$ 14,148</u>
EXPENDITURES	<u>14,148</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 0</u>

76 SCHOOL G.O. BOND FUND

REVENUES	<u>\$ 1,283,925</u>
EXPENDITURES	<u>1,283,925</u>

CONTRIBUTION TO (FROM) FUND BALANCE \$ 0

90 WATER REVENUE FUND

REVENUES

Operating Revenues	\$ 454,400
Capital Project Revenues	100,000
	<u>554,400</u>

EXPENDITURES

Direct Expenditures	524,213
Allocated Expense	(22,599)
Depreciation Expense	336,000
Capital Expenditures	150,000
Transfers	<u>(30,000)</u>
TOTAL EXPENDITURES	957,614

CONTRIBUTION TO (FROM) FUND BALANCE \$ (403,214)

91 SEWER REVENUE FUND (WASTEWATER TREATMENT)

REVENUES

Operating Revenues	\$ 532,900
Capital Project Revenues	650,000
	<u>1,182,900</u>

EXPENDITURES

Direct Operating Expenditures	467,501
Allocated Expense	99,813
Depreciation Expense	357,164
Capital Expenditures	<u>650,000</u>
TOTAL EXPENDITURES	1,574,478

CONTRIBUTION TO (FROM) FUND BALANCE \$ (391,578)

92 BOAT HARBOR FUND

REVENUES

Operating Revenues	<u>\$ 508,000</u>
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EXPENDITURES

Direct Operating Expenditures	582,282
Allocated Expense	(93,289)
Depreciation Expense	<u>760,000</u>
TOTAL EXPENDITURES	1,248,993

CONTRIBUTION TO (FROM) FUND BALANCE \$ (740,993)

93 LUTAK DOCK FUND

REVENUES \$ 276,136

EXPENDITURES

Direct Expenditures 75,600

Capital Expenditures 1,400,000

Allocated Expense 92,296

Depreciation Expense 99,400

TOTAL EXPENDITURES 1,667,296

CONTRIBUTION TO (FROM) FUND BALANCE \$ (1,391,160)

94 PORT CHILKOOT DOCK FUND

REVENUES \$ 15,000

EXPENDITURES

Direct Expenditures 46,500

Allocated Expense 78,831

Depreciation Expense 327,500

TOTAL EXPENDITURES 452,831

CONTRIBUTION TO (FROM) FUND BALANCE \$ (437,831)

97 PERMANENT FUND

REVENUES \$ 348,000

EXPENDITURES

Direct Expenditures 23,750

Operating Transfers 312,000

TOTAL EXPENDITURES & TRANSFERS 335,750

CONTRIBUTION TO (FROM) FUND BALANCE \$ 12,250

Haines Borough
Ordinance No. 21-04-583
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Section 4. Rates of Levy. The following are rates of levy on taxable property within the Haines Borough for the Calendar Year beginning January 1, 2021, based upon the proposed Year FY22 beginning July 1, 2021.

	<u>Borough Areawide</u>	<u>Fire Service Area</u>	<u>Road / Other Service Area</u>	<u>Debt Service Mills</u>	<u>FY22 Total Levy</u>
Townsite	4.24	0.85	3.24	2.58	10.91
Fire District #1 (outside Townsite)	4.24	0.85	-	2.58	7.67
Fire District #3	4.24	0.92	-	2.58	7.74
Dalton Trail RMSA	4.24	0.92	0.39	2.58	8.13
Dalton Trail RMSA (no fire service)	4.24	-	0.39	2.58	7.21
Dalton Trail & Eagle Vista RMSA	4.24	0.92	3.47	2.58	11.21
Dalton Trail & Chilkat Lake RMSA	4.24	-	0.70	2.58	7.52
Riverview RMSA	4.24	0.92	-	2.58	7.74
Letnikof RMSA	4.24	0.85	1.52	2.58	9.19
Borough	4.24	-	-	2.58	6.82

Section 5. Effective Date. This ordinance becomes effective July 1, 2021.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ___th DAY OF JUNE, 2021

ATTEST:

Douglas Olerud, Mayor

Alekka Fullerton, Borough Clerk

Date Introduced: 04/__/21
Date of First Public Hearing: 05/__/21
Date of Second Public Hearing: 05/__/21
Date of Third Public Hearing: 06/__/21- Adopted



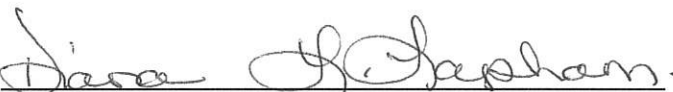
Haines Borough
PLANNING COMMISSION
RECORD OF DECISION

DATE: April 8, 2021
TO: Borough Assembly
FROM: Borough Planning Commission
SUBJECT: CIP List Recommendation

DECISION:

M/S **TURNER / HEINMILLER** to recommend the FY22 Capital Improvement Program list to the Assembly.

Motion carried unanimously.

SUBMITTED BY 
Diana Lapham, Chair
Haines Borough Planning Commission



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 21-1076
Assembly Meeting Date: 05/11/21

Business Item Description:	Attachments:
Subject: Tax Adjustment on Property Affected by Disaster	1. Ordinance 21-04-584
Originator: Interim Borough Manager	
Originating Department: Administration	
Date Submitted: 4/13/21	

Full Title/Motion:
No motion is necessary at this meeting since the Ordinance is already scheduled for its second public hearing 5/25/21. Any desired amendments may be made at this time.

Administrative Recommendation:

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See proposed budget	\$ See proposed budg	\$ See proposed budget	undetermined

Comprehensive Plan Consistency Review:
Comp Plan Goals/Objectives: Consistent: Yes No

Summary Statement:
This Ordinance is offered as a mechanism to consider losses sustained by homeowners in FY21 due to the December 2020 disaster.
At the April 13, 2021 Assembly meeting, the Assembly directed the Borough Clerk to draft an Ordinance embodying the proposal contained in the Interim Borough Manager's memo.

Referral:
Referred to: Referral Date:
Recommendation: Meeting Date:

Assembly Action:
Meeting Date(s): 4/27/21 Public Hearing Date(s): 5/11/21, 5/25/21
Postponed to Date:

**An Ordinance of the Haines Borough Amending Title 3 Revenue and Finance ,
Chapter 3.70 Property Tax Levy , Providing for the Addition of Section
3.70.080 Tax Adjustment on Property Affected by a Disaster.**

WHEREAS, in December of 2020, the Haines Borough experienced a landslide event which completely destroyed several homes and damaged many others; and

WHEREAS, due to the foregoing event, the Haines Borough declared a weather-related emergency and was identified as a disaster area by the Haines Borough, the State of Alaska, and the Federal Emergency Management Agency (FEMA); and

WHEREAS, Alaska State Statute allows a municipality to adjust the assessment on a property affected by disaster; and

WHEREAS, the Haines Borough wishes to exercise the authority granted to it by AS 29.45.230 to help alleviate the effects of a disaster upon property owners; and

WHEREAS, the method for determining the assessment adjustment as well as the requirements for qualifying for the adjustment must be codified.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is of a general and permanent nature and the adopted amendment shall become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Amendment of Section 3.70.080. Haines Borough Code 3.70.080 is added, as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE TO BE ADDED
~~STRIKETHROUGH~~ ITEMS ARE DELETED

3.70.080 Tax Adjustments on property affected by a natural disaster.

A. As provided by Alaska Statute 29.45.230, the Haines Borough provides for assessment or reassessment and reduction of taxes for property destroyed, damaged or otherwise reduced in value as the result of a natural disaster.

B. Definitions. For purpose of this section, disaster is defined as a natural disaster affecting a large area of the Haines Borough which gives rise to a disaster declaration, including but not limited to fire, wind, earthquake, landslide, or extreme weather damage.

C. An assessment or reassessment under this section may be made by the assessor only upon the receipt of a sworn statement of the taxpayer who has incurred losses in excess of \$10,000. A reduction of taxes may be made only on losses in excess of \$10,000 for the remainder of the year following the disaster. In the event taxes have already been paid for the

year, on reassessment, the municipality shall re-compute the taxes and refund any excess taxes.

1. Requirements for applying for the adjustment.

- a. A taxpayer must provide evidence of the loss estimate such as insurance documents contractor quotes to repair, engineering quotes, etc.
- b. The assessor or designee must inspect the property or make an investigation to determine the extent of the damage.
- c. The reduction in assessment shall be for the remainder of the fiscal year of the event only.
- d. If the repairs exceed the Assessor's value of the improvement, the reduction will be based on the Assessor's value.
- e. The allowable reduction will be prorated by the percentage of the remaining fiscal year.

2. Method of determining the adjustment.

- a. The assessor shall reassess the damaged property considering the damage caused by the natural disaster.

D. The municipality shall give notice of assessment or reassessment under this section and shall hold an equalization hearing as provided in this chapter, except that a notice of appeal must be filed with the board of equalization within 10 days after notice of assessment or reassessment is given to the person appealing. Otherwise, the right of appeal ceases unless the board finds that the taxpayer is unable to comply.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ___ DAY OF _____, 2021.

ATTEST:

Douglas Olerud, Mayor

Aleka Fullerton, CMC, Borough Clerk

Date Introduced:
Date of First Public Hearing:
Date of Second Public Hearing:

INTERIM MANAGER'S REPORT

DATE: May 6, 2021
TO: Mayor and Borough Assembly
FROM: Alekka Fullerton, Interim Borough Manager

Administration

- **FY22 Budget**. The FY22 Budget discussions are underway- it must be adopted by June 15 or the Manager's proposed budget shall become the FY22 Budget [Charter 9.01(D)].
- **American Rescue Plan (ARPA)**: We expect our first tranche May 10. The second tranche will be available 12 months later. All amounts must be expended by 12/31/24.
- **FEMA**: We have had direct contact with the President's representative from FEMA.
- **State MVA**: The State MVA will be in Haines the week of 5/10 – 5/14 helping with the Individual Assistance applications.
- **Installation of Weather Station**: DGGs will be here the week of 5/17 to install the Weather Station on Beach Road.
- **Deputy Clerk**: Helen Alten has joined the Clerk's Office as the Deputy Clerk. She has been invaluable since she is already familiar with the website, staff, etc. and has required very little training from me. I have funding for this temporary hire through the end of the fiscal year.

Finance

- **Budget Season**: Jila is ready to answer any of your budget-related questions.

Fire Department

- **Call Log**: 148 EMS calls to date and 14 fire calls.
- **Engines**: The new engine will be christened into service later this month and the old Engine 2 will be decommissioned and sold.
- **MOU with USDA Forest Service**: The MOU between HVFD and the US Forest Service documenting the mutual aid agreement has been finalized.
- **Annual Events Currently Underway**:
 - Hose Testing – all hoses must be pressure tested and certified.
 - First Aid and CPR/AED Classes are being conducted.
 - Fire Extinguisher maintenance, service and inspection.
 - Apparatus maintenance.

Lands

- **Board of Equalization**. The BOE will be held May 10. We have two appeals currently scheduled.

- Advertising for a Borough Planner is underway.

Library

- **Elementary Student Art Show:** The library is hosting the Elementary Student Art Show in partnership with the Haines School. The show will open tomorrow as part of first Friday and will be showing all next week.
- **Summer Reading Program:** Will kick off May 21 for all! Thank you to the Friends of the Library for this annual event.

Mosquito Lake Community Center

- **Lease with RAW TV:** We were able to shift the days RAW TV rents the kitchen at the MLCC to accommodate the Friends of Mosquito Lake Community Center's request.

Port and Harbors

- **Letnikof Harbor.** Is currently open for the season.
- **Sport Launch Project.** Hamilton is back and working on the launch ramp project.
- **Lutak Dock-** Gate/fence project will begin next week- it was delayed due to weather.
 - Baby Brown Timber Sale – We have been contacted by Stan Runnels with NWFP Inc. regarding the timber sale. They plan to hire 24 people this summer. They will stage logs near the golf course for five weeks, then in the sixth week, they will transport logs to Lutak Dock for shipping. There will be significant truck activity that week and we will do our best to keep the public updated on the schedule.
- **PC Dock-** Will have limited activity this summer although we do have 12 scheduled stops with American Cruise Lines. There is the possibility of more (see Tourism entry).

Public Facilities/Public Works

- **Public Safety Building:** Town Hall meeting held this week. After a comparison between the cost to build a new structure, remodeling the existing structure and purchasing and remodeling the Floreske building, the consensus was that building a new structure makes the most sense.
- **Projects being scheduled:**
 - Apparatus Bay Door Installation
 - Tlingit Park Pavilion Design Build
- **RFP Issued for the following projects:**
 - Harbor Tank Installation – RFP due 5/13
 - Skyline/Beach Road Lift Station – RFP due 5/20
- **Projects being awarded:**
 - Welding of pile caps at the Harbor (See Harbormaster Memo at item 7C)

- Bulk Water Fill Station installation – Alaska Power & Engineers was the low bidder at \$13,700.
- Public Restrooms RFP- Finley Cleaning won the contract with a base rate of \$11,340 and a per additional cleaning rate of \$30.00 per cleaning.

Tourism

- **CARES Act Tourism Funds**- The Tourism Department is working with both HEDC and the Chamber of Commerce to access CARES Act funds (available only to non-profits) to promote COVID safe travels to Alaska.
- **Tour Permits**: 9 applications for 2021/2022 Tour Permits have been received to date.
- **CDC Update Regarding Cruise Ships**: CDC has indicated that if staff is 98% vaccinated and 95% of the passengers are vaccinated then they can bypass the test sailings and recommence cruising. We are hopeful that the Passenger Vessel Services Act waiver passes and we will see a few large ships this summer (although chances are low).
- **Chilkoot Moratorium**: TAB will be addressing the moratorium and be making recommendations to the Assembly.
- **Alaska Airlines Club 49 Promotion**- May 18-23 Haines will be promoted by Alaska Airlines

MINUTES

Port and Harbor Advisory Committee

Meeting Date: March 25, 2021

Date of Approval: April 22, 2021

Approved

1. **Call to Order:** A meeting of the Haines Borough Ports and Harbors Advisory Committee took place at 10:30 am, March 25, 2021, Terry Pardee presiding.
2. **Roll Call:**
Members in Attendance: Turner, Lapham, Studley, Pardee, Prisciandaro
Members Not in Attendance: Gray, Hughes

Others in Attendance: Shawn Bell/Harbormaster, Gabriel Thomas/Liaison, Carrol Tuyman/Assembly, Carolann Wootan/Contracts Admin Tracey Harmon & Andrew/Haines Chamber, Jan Hill, Ceri Godinez
3. **Approval of Agenda:** Studley moved to, “approve the agenda” and the motion carried unanimously.
4. **Approval of Minutes:** Studley moved to “approve the minutes from the Feb. 25, 2021 meeting” and the motion carried unanimously.
5. **Public Comment:** Wootan updated PHAC on Lutak grant opportunities and committee discussed. Lapham moved to “have PHAC Chair attend next EDA grant meeting for Lutak Dock”, and the motion carried unanimously.
Haines Chamber commented in support of Lutak Dock
Tuyman commented on Lutak Dock and need for a Planner
Thomas commented on need for a Economic Development Director
6. **Harbormaster’s Report:**
 - A. Portage Cove Launch Ramp Construction Update – Winter Shutdown
 - B. Fuel Tank Replacement Update
 - C. Aging Report
7. **Unfinished Business:** None
8. **New Business:**
 - A. Lutak Dock Grants – Discussion held under Public Comments
 - B. South Portage Cove Conceptual Drawings
 - a. Drive Down Work Float – Looked over and discussed drawing, no action taken
 - b. Moorage Floats & Harbor Office - Looked over and discussed drawing, no action taken
9. **Public Comments:**

10. **Next Meeting:** April 22, 2021 at 10:30 a.m.

11. **Adjournment:** The meeting was adjourned.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 21-1077

Assembly Meeting Date: 5/11/2021

Business Item Description:	Attachments:
Subject: Authorize Contract with proHNS Engineers, LLC Borough Road Repairs from Dec 20 Event	1. Resolution 21-05-912 2. proHNS Engineering, LLC Design and Engineering Proposal
Originator: Contracts and Grants Administrator	
Originating Department: Public Facilities	
Date Submitted: 5/11/2021	

Full Title/Motion:
Motion: Adopt Resolution 21-05-912

Administrative Recommendation:
This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 595,488.00	\$ See below	\$ 0	Reduced maintenance costs

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>In December 2020 the Haines Borough experienced catastrophic weather with wide-spread flood and debris flows that damaged many roads and Borough infrastructure. Additionally the disaster also resulted in a landslide on Beach Road that damaged residences with two fatalities. The event was declared a disaster by the Haines Borough, State of Alaska and the United States of America (FEMA Declaration for Public Assistance for damaged public infrastructure).</p> <p>The Borough solicited sealed competitive bids and one bid was received from proHNS under a Time and Materials basis not to exceed \$595,488.00 for the design and engineering of Borough roads listed as damaged on the Borough's Preliminary Damage Assessment sent to FEMA. Staff recommends awarding the contract for design and engineering services to proHNS, LLC.</p>

Referral:	
Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:	
Meeting Date(s): 5/11/2021	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly Authorizing the Borough Manager to execute a contract with proHNS Engineers, LLC. for Professional Engineering and Design Services associated with the December 2020 Natural Disaster Borough Road Repairs in an amount not to exceed \$595,488.00

WHEREAS, in December 2020 the Haines Borough experienced a catastrophic weather event with wide-spread flood and debris flows that resulted in a landslide on Beach Road which destroyed residences and caused two fatalities; and

WHEREAS, as a result of the event, roads throughout the Haines Borough were washed out and became impassable; and

WHEREAS, on December 2, 2021, the Mayor issued a Declaration of Emergency; on December 3, 2021 the State of Alaska issued a State Disaster for the region; and

WHEREAS, on February 17, 2021 the President of the United States issued a Federal Disaster Declaration for the region, thereby activating a Federal Emergency Management Association (FEMA) Public Assistance claim for damaged public infrastructure to assist the Borough with recovery efforts; and

WHEREAS, the Haines Borough put design and engineering services out for bid and received one bid from proHNS; and

WHEREAS, proHNS proposes to provide engineering services under a Time and Materials basis not to exceed \$595,488.00 for the design and engineering of Borough roads listed as damaged on the Borough's Preliminary Damage Assessment sent to FEMA; and

WHEREAS, funding for these services will be a part of the Borough's larger disaster claim for the event and is eligible for coverage at 75% from FEMA and 25% from State of Alaska Public Assistance (PA) funding; and

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to execute a contract with proHNS, LLC on a Time and Expenses (T&E) basis for an amount not to exceed \$595,488.00 for design and engineering services of damaged Borough roads due to the December 2020 natural disaster.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 11th day of May, 2021.

Douglas Olerud, Mayor

Attest:

Alekka Fullerton, CMC, Borough Clerk



1945 Alex Holden Way #101 | Juneau, AK 99801 | 907-780-4004 | solutions@proHNS.com
219 Main Street #13 | Haines, AK 99827 | 907-419-6070 | www.proHNS.com

April 15, 2021

Carolann Wooton
Contract and Grants Administrator
Haines Borough
PO Box 1209
Haines, AK 99827

RE: HB21-02 - Haines Borough Flood Damage - Engineering Design and Construction Support

Dear Selection Committee Members,

Thank you for considering our proposal to support Haines in rebuilding its road, drainage, and utility infrastructure following the devastating December 2020 storm. Our proposed leads for this project – proHNS Principal Engineer Garret Gladsjo, PE, and Project Engineer Ethan Roemeling, PE – flew to Haines on Dec. 8 to visit the affected sites, evaluate damage, and develop preliminary cost estimates for permanent repairs. We are intimately familiar with the scope of services required for each project site described in the Request for Proposal (RFP) and understand where the Haines Borough currently stands in its pursuit of disaster relief funding.

Given our familiarity with the numerous project sites, our experience designing and inspecting projects of similar scope, and our established relationships with Haines Borough staff and local stakeholders, we feel proHNS is positioned to provide you with high quality, responsive, and economically efficient engineering design and construction support services. While we are fully confident in proHNS staff's ability to complete the scope of engineering services identified in the RFP, we have elected to partner with two key subconsultants – DOWL and Takshanuk Watershed Council – to bolster the depth of resources our collective team can offer.

DOWL will provide topographic and boundary surveying services for all sites, as well as permitting for in-water work at three of the listed sites. They can be called upon to provide additional design services when needed, and to lead the National Environmental Policy Act (NEPA) permitting process if required by federal funding partners. DOWL also brings an extensive knowledge of Federal Emergency Management Agency (FEMA) compliance and Public Assistance (PA) program support to the table. Their staff have worked as technical assistance contractors for FEMA's PA program and as Hazard Mitigation Specialists during the 2018 Southcentral Alaska earthquake. If desired, DOWL can assist the Haines Borough in coordinating with the Alaska DHS&EM and FEMA PA to help the Borough obtain the maximum grant funds entitled under the Stafford Act and FEMA policies. Correctly adhering to the FEMA policy regarding Consensus-Based Codes and Standards (CBC&S) under §1235(b) of DRRRA will ensure the Borough obtains all funds necessary to restore infrastructure to pre-disaster conditions.

Haines-based nonprofit Takshanuk Watershed Council will provide boots on the ground data collection, including drainage basin and tributary mapping for some of the sites identified in the RFP. Takshanuk has performed these same tasks and more on a variety of Haines projects, including the Comstock Road Culvert Reconstruction, Mink Creek Barrier Removal and Stream Restoration, Cannery Creek Culvert Replacement, and Chestnut Drive Culvert Replacement. Of note, the aforementioned culverts showed no significant signs of damage following the December storm event.

If selected for this opportunity, proHNS Principal Engineer Garret Gladsjo will be the Borough's primary point of contact and Contract/Project Manager for all services required by the RFP. He is currently responsible for managing, designing, and directing all proHNS services and staff working on Haines-based projects, regardless of whether those projects are for private clients or the Haines Borough. Garret will oversee all cost and schedule controls, set project milestones, perform quality assurance/quality control for deliverables, and coordinate with all team members, subconsultants, and key stakeholders. Garret always works with the client's best interests in mind and believes himself personally responsible for continuing to support the Haines community through these trying times.



Familiarity with Haines Construction

proHNS has managed, designed, and/or inspected more than a dozen public infrastructure construction projects in Haines over the past 5+ years. We also have been a part of many local construction projects for private clients, including residential properties, septic systems, resource development, subdivisions, and roadway pioneering. Our local experiences have given us a strong understanding of the challenges many projects in Haines face. For example, we know most on-site conventional septic systems need to utilize a "mound system" for their drain fields due to shallow bedrock and a high groundwater table. We know Borough water lines must have a minimum burial depth of six feet to ensure protection against freezing, and that HDPE water pipe is becoming the preferred alternative in lieu of PVC pipe for public projects. We've seen how the cost of asphalt paving and concrete construction has significantly increased over the last five years in Haines, and recognize that these types of costs may need to be mitigated through economical design strategies.

Not only are we familiar with the physical terrain, subsurface conditions, and local material sources of Haines, our staff have navigated the logistical challenges of Haines construction. Mobilizing resources efficiently often requires multiple forms of transportation, including barges, small aircraft, AMHS ferry service that can be sporadic and unpredictable, and trucking through a currently closed U.S./Canada border. Barge schedules for Haines and how those schedules impact material procurement need to be monitored, including prioritizing some submittal reviews based on Seattle departure schedules. On a national scale, we are closely following how COVID-19, a boom in residential construction, and weather-related disasters in Texas have affected material supply chains. These factors must be considered when selecting materials that can be mobilized in a timely manner for your projects.

Our established rapport with local contractors and work crews (including Southeast Road Builders, which performed much of the temporary repair work after the December storm) allow us to openly communicate and get ahead of any potential disputes. During the design process, we proactively coordinate with local utilities (Alaska Power & Telephone and Haines Cable TV) to review as-builts and secure locates for all underground lines in the hopes of minimizing surprises during construction. If unexpected AP&T or Haines Cable TV infrastructure is encountered during construction, we have their numbers on speed dial to quickly define the risk and solve any problems without delaying the project.

Even though proHNS is your local engineering firm, our team has participated in the construction of more than three dozen infrastructure repair, rehabilitation, or improvement projects throughout Southeast Alaska since 2015. Those projects have included the construction of highways and local streets, sewer and water utilities, storm drainage systems and culverts, bridges and fish passage pipes, retaining walls and marine facilities, airports and public buildings, and much more. Our team not only offers local expertise, but expertise in all facets of construction that will be employed across the sites listed in this RFP. Several of our Haines construction projects are listed in our "Experience with Similar Projects" section, but others include:

Haines Airport Pavement and Drainage Improvements

Services Provided: Construction Management

Construction: 2017-2018

Working on behalf of the Contractor, proHNS staff provided construction management services for this DOT&PF project that rehabilitated the general aviation apron, two taxiways, the airport access road, and several airport lease lots. Roles we filled for the Contractor included Project Engineer, SWPPP Manager, Traffic Control Supervisor, and Quality Control Plan Administrator. Our field staff were responsible for preparing and tracking contractor submittals, maintaining the project schedule, coordinating with utility companies, directing prime and subcontractor field crews, reviewing change orders and progress payments, issuing public updates, preparing traffic control plans, performing SWPPP inspections and reporting, and performing pavement inspection and quality control testing.

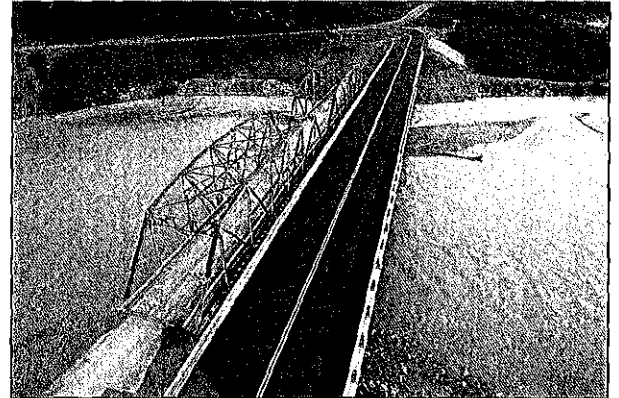


Klehini River Bridge Transfer

Services Provided: Construction Management

Construction: 2016-2018

proHNS provided construction management services on behalf of the Contractor for this DOT&PF bridge replacement at 26 Mile Haines Highway. Work included constructing a temporary work access across the Klehini River to allow the new structure to be built while the existing bridge remained in use. The proHNS Project Engineer oversaw all on-site operations on behalf of the Contractor, developed and implemented a traffic control plan allowing continued flow across the bridge during construction, performed hydraulic analysis for fish passage, oversaw temporary water use permits, managed a slew of environmental commitments, and monitored the construction site for compliance with site-specific safety plans. proHNS also performed pavement inspections and quality control testing using a PQI 380 non-nuclear densometer to monitor mat densities, worked with AK DOT&PF representatives to perform SWPPP inspections, and ensured materials incorporated into the work met the specification requirements and the approved Quality Control Plan.

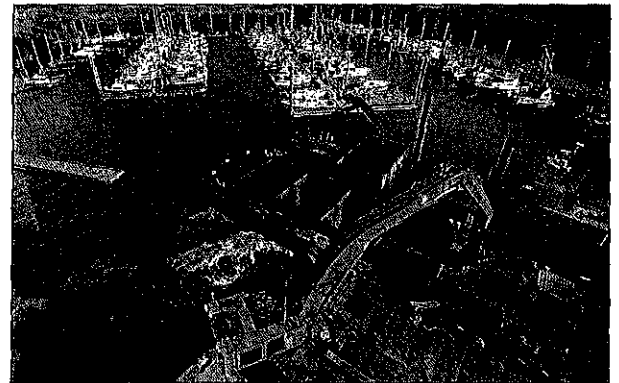


Haines Harbor Expansion Phase I

Services Provided: Marine Mammal Monitoring and Inspection

Construction: 2018

This \$14 million Haines Borough project involved installing a new steel wave barrier, expanding the parking area by placing imported borrow and fill gathered from marine dredging, armoring the fill slope, and installing new storm drain systems. Our engineering staff assisted with SWPPP inspections, ensuring all erosion and sediment control measures were compliant with the Alaska Construction General Permit. Our team of Marine Mammal Observers monitored the area for humpback whales and Steller sea lions during all in-water work to fulfill the requirements of a National Marine Fisheries Service permit. We hired our entire Marine Mammal Observation team locally, employing more than a half-dozen Haines residents.



FAA Road Water Main Extension

Services Provided: Design and Inspection

Construction: 2017

proHNS designed and prepared construction plans to extend water service from FAA Road to the end of Bear Trail Lane. Originally scoped to reach only two residential lots, proHNS redesigned the project at the Borough's direction to extend the proposed 8-inch diameter PVC water main a total of 810 linear feet to all seven residential lots on Bear Trail Lane. Design elements for this project included developing and delivering plan and profile sheets for the proposed alignment, topographic survey, standard details for water services and valves, and a water system pressure analysis with an Engineer's design report. proHNS also performed construction inspection services to ensure the project was constructed according to all plans and specifications.



Klukwan Water Storage Tank Replacement

Services Provided: Inspection and Quality Control Construction: 2017

proHNS staff provided inspection and materials testing services for this project that replaced the Village of Klukwan's dilapidated water storage tank with a new 120,000-gallon bolted steel tank. We brought on a qualified Haines resident to monitor the placement of backfill, inspect the installation of epoxy rebar anchors, and test concrete used for the tank's foundation, ensuring these activities fully complied with the manufacturer's plans and specifications. proHNS staff also worked closely with representatives of the funding agency (the Alaska Native Tribal Health Consortium) to guarantee full funding participation for the project.



Chilkat Valley Preschool

Services Provided: Design Construction: 2017

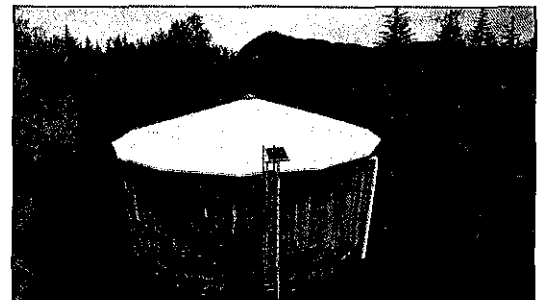
proHNS provided project management, civil design, drafting, and permitting support to the Chilkat Valley Preschool nonprofit for this addition to the Haines Senior Center. The project created a new space for the nonprofit Chilkat Valley Preschool, previously housed in the Haines Borough's aging and dilapidated Human Resources Building. We drafted the plan set and subsequently managed the architectural, structural, mechanical, and electrical teams required for project approval. The grassroots fundraising effort organized by local parents and other residents inspired us to donate services to this project that will positively impact future generations.



Tower Road Water Tank Roof Replacement

Services Provided: Design and Inspection Construction: 2016

For this Haines Borough project, proHNS staff designed a new impermeable roof membrane system to replace the failing timber and shingle roof. A major component of our work was review and acceptance of the membrane's installation specifications. Our staff worked extensively with the Alaska Department of Environmental Conservation (DEC) to navigate the permitting hurdles of constructing a new non-standard roof system for an aging water tower while adhering to NSF/ANSI 61 drinking water requirements. This project was successfully constructed in the summer of 2016 without need for a change order or notable cost overruns.



Septic Systems, Home Inspections, and Miscellaneous Private Work

Services Provided: Design and Inspection Construction: Varies

In addition to our larger public projects, proHNS staff provide engineering and technical services for private-owner projects in Haines. These services have included septic system designs and installation inspections, soil investigations, home inspections, foundation inspections, water quality sampling, and other professional advice. While each of these private projects may be smaller in scope, they've afforded our team opportunities to get to know many in the Haines community, as well as learn about the unique conditions of Haines areas and neighborhoods.

Knowledge of Haines Borough Infrastructure

proHNS knows the value of historical information, which is why we foster relationships with those who have the most intimate knowledge of Haines Borough infrastructure. That not only includes Water/Sewer Plant Supervisor Dennis Durr, but Durr's predecessor, Scott Bradford, who worked in Haines Borough water/sewer operations for more than three decades. We utilize Scott on an on-call basis to assist with our utility design and inspection projects in Haines, and repeatedly tapped his historic knowledge of Haines utilities during the Small Tracts/Mud Bay/Third Avenue and Front Street AC Pipe Replacement projects, among others.

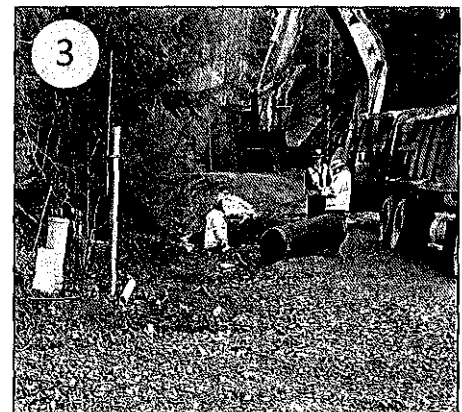
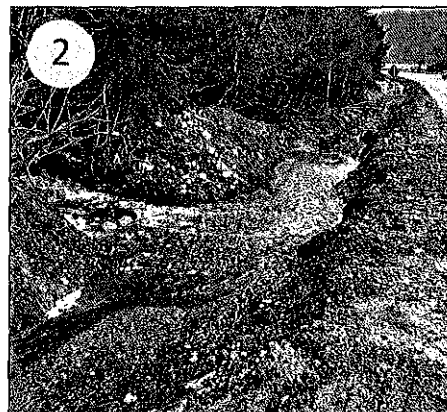
We are not only familiar with much of the Haines Borough's existing road and utility infrastructure, we are fluent in the sections of Haines Borough Code (HBC) that dictate how new infrastructure must be designed and constructed. For example, proHNS recently reviewed the existing municipal drainage code requirements for the Haines Borough, analyzed the drainage codes for several other Alaska communities, and submitted a proposed amendment to HBC code establishing requirements for new construction based on hydraulic analysis, return storm events, and facility risk. The Planning Commission is currently considering the proposed amendment and has formed a working group to further refine our recommendations.



Scott Bradford, working for proHNS, helps the SERB Superintendent locate water valves on Front Street.

Regarding the specific infrastructure described in the RFP, our team flew to Haines about a week after the December storm event to document and prioritize infrastructure damages for repair. Over the course of two days, they visited nearly every site listed in the RFP, taking photos, dyeing flows to identify drainage patterns, and gathering other data. They have since worked with Haines Borough representatives Ed Coffland, Carolann Wooton, and representatives from the Chilkoot Indian Association to assist with cost accounting for use in disaster relief applications to FEMA and the Federal Highways Administration ERFO program. Having already visited the sites and armed with a strong understanding of the goals for these projects, proHNS is ready to hit the ground running and immediately begin designing permanent repairs.

Photos taken during our team's Dec. 8-9 post-storm visit: (1) proHNS Project Engineer Ethan Roemeling, PE, examines a damaged culvert on Cathedral View Drive. (2) Our team used non-toxic green dye to map drainage from the storm-debris blocked culvert headwall at the top of Young Road to its outlet near Picture Point. (3) We witnessed firsthand many of the emergency repairs in action, including SERB's temporary culvert repair work on Hooter Lane.





Experience with Similar Projects

proHNS has designed and inspected many Haines Borough road and utility reconstruction projects over the past several years, including those detailed in the "Familiarity with Haines Construction" section. Our team also regularly performs design and/or inspection for roadway, drainage, and utility reconstruction projects in Juneau and for the State of Alaska Department of Transportation & Public Facilities. Notable similar projects and services we provided include:

Project: Douglas 4th St. Improvements **Client:** City & Borough of Juneau **Location:** Juneau, AK
Services Provided: Design **Construction Cost:** Est. \$1.7 million **Completed:** Est. Summer 2021

This project included engineering design for water system improvements, replacement of the 72-inch Bear Creek culvert, concrete headwalls, and gravel surface street repairs that are very similar to the work that will be required for Anway, Moose, and Sunshine Drainages, Cathedral View Drive and Hooter Lane, Chilkoot Loop Retaining Wall, and Piedad Road. The project, which proHNS completed design for in March 2021, will replace multiple underground water transmission and distribution pipe networks with new 10" and 14" HDPE pipe, water services, and hydrants. Work will also include installation of temporary water systems to maintain service to the high pressure transmission network between PRVs, and temporary water systems to maintain service to affected residents; replacement of the existing sewer systems; replacement of an existing CMP culvert and concrete headwalls with a new 84" diameter x 130' long SRPE pipe culvert and new concrete headwalls; a new underground storm drain system; and grading and shaping of the existing unpaved road's surface and resurfacing with RAP material.

Project: Small Tracts/Mud Bay/3rd Ave Improvements **Client:** Haines Borough **Location:** Haines, AK
Services Provided: Design and CA/I **Construction Cost:** \$2.1 million **Completed:** 2020

proHNS provided engineering design and construction support services for water system replacement, street repairs, and sidewalk construction on this Haines Borough project that are very similar to the work that will be required for Young Road, Cathedral View Drive, and Hooter Lane. In addition to installing a new water main, sewer services, water services, hydrants, and valves, the project also repaired the road base and pavement. As the project was partially funded by an ADEC Drinking Water Fund loan, our role included ensuring work adhered to all state and federal requirements (American Iron and Steel, Davis-Bacon, etc.) so as not to jeopardize funding. This project also required extensive coordination with local utility managers during the design and construction phases.



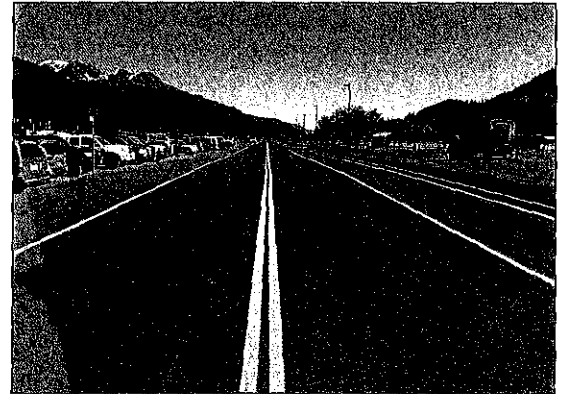
Project: Meander Way Streambank Stabilizations **Client:** 9 Private Residents **Location:** Juneau, AK
Services Provided: Design and As-Building **Construction Cost:** ~\$50,000/lot **Completed:** 2020



Due to recent flooding caused by outbursts of a lake dammed by Juneau's Mendenhall Glacier, private homeowners along the Mendenhall River experienced erosion of their riverbank and loss of their backyards. In addition to performing stabilization design for each of the nine properties, we navigated permit requirements and worked with a subcontracted surveyor to complete work in a timely manner for property owners affected by these flooding events. We also completed and submitted permits to four agencies (Alaska Department of Fish and Game, Department of Natural Resources, Army Corps. of Engineers, and the City and Borough of Juneau) on behalf of each client. The engineering design and permitting services for these bank stabilizations are similar to those that will be required for the Porcupine Trail project.

Project: Savikko Road Improvements **Client:** City & Borough of Juneau **Location:** Juneau, AK
Services Provided: Design and CA/I **Construction Cost:** ~\$940,000 **Completed:** 2020

proHNS designed and inspected this project that replaced 1,500 feet of failing water main, reconstructed the road base and pavement, upgraded drainage, reconstructed the existing asphalt sidewalk, and installed several ADA-compliant curb ramps. The services we provided for this project are very similar to those that will be required for Young Road and Soap Suds Alley/Tower Road. When we designed the improvements, there was no information available for the depth of existing electrical conduits, and our team subsequently designed a storm drain system that was revealed to directly conflict with an existing conduit. After immediately analyzing all options, our inspector decided redirecting the specific problem storm pipe was the most cost-effective solution and were able to keep the Contractor working with effectively no delay.



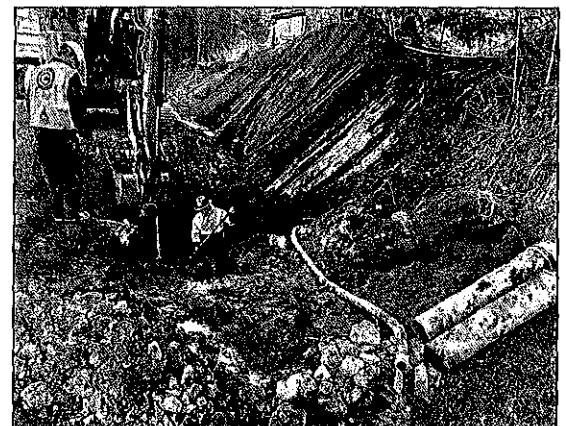
Project: Front Street AC Water Line Improvements **Client:** Haines Borough **Location:** Haines, AK
Services Provided: Design and CA/I **Construction Cost:** \$315,000 **Completed:** 2019

Funded largely by an ADEC Drinking Water Fund loan, this project replaced 420 linear feet of existing 4-inch diameter asbestos cement water line with HDPE pipe. This project included engineering design and construction support services for water system replacement, street reconstruction, drainage culvert replacement, and sanitary sewer system repairs that are very similar to the work that will be required for Young Road, Cathedral View Drive, and Hooter Lane. Design elements included replacement of residential water services, water line valves, hydrants, and other system features. We also developed bid-ready plans and specifications, and performed contract administration and inspection services to ensure the project was constructed according to the plans, specs, and other funding agency requirements.



Project: Richland Manor Subdivision Phase I **Client:** Private Owner **Location:** Juneau, AK
Services Provided: Design and Inspection **Construction Cost:** ~\$500,000 **Completed:** 2020

This private subdivision project involved engineering design services for drainage basin modeling and culvert sizing similar to those required for Anway, Moose Lane, and Sunshine Drainage, Piedad Road, and Young Road. The first phase of this private development of a residential subdivision involved construction of a 1,000-foot access road and sewer main from Hooter Lane to the project site. proHNS calculated the capacity of the existing AK DOT&PF-owned drainage system on Glacier Highway at the bottom of Hooter Lane, the runoff of the existing drainage basin encompassing the location of the proposed development, and the runoff increase due to the proposed development. Staff subsequently used these calculations to develop a drainage plan addressing the increased runoff from the proposed development to meet CBJ and AK DOT&PF design standards. proHNS also performed construction inspection on behalf of CBJ.



Project: Sitka Street Reconstruction **Client:** City & Borough of Juneau **Location:** Juneau, AK
Services Provided: Design and CA/I **Construction Cost:** ~\$232,000 **Completed:** 2019

This project included engineering design and construction support for water system improvements, sanitary sewer system replacement, and street repairs that were very similar to the work that will be required for Young Road. The primary purpose of this project was to replace Sitka Street's dilapidated and failing water main, though other improvements included surface drainage and replacement of the aging pavement section between North Douglas Highway and Nowell Avenue. Design elements included new concrete valley gutter, corrosion protection anodes, detailed waterline tie-ins, minor grade and profile adjustments, and a new structural section consisting of at least 12 inches of shot rock borrow subbase. Sitka Street is narrow and featured challenging road grades of over 20%.



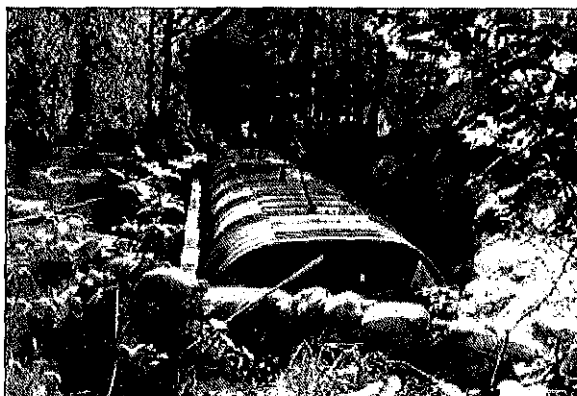
Project: D&H Streets Improvements **Client:** City & Borough of Juneau **Location:** Juneau, AK
Services Provided: Design and CA/I **Construction Cost:** ~\$770,000 **Completed:** 2019

D&H Streets rehabilitated the existing pavement surface, improved surface drainage facilities, and replaced portions of the sanitary sewer and water utilities on D Street between 2nd and 5th Street and on H Street between 2nd and 3rd Street. This project included engineering design and construction support for water system improvements, sanitary sewer system replacement, and street repairs that are very similar to the work that will be required for Young Road. Design elements also included replacement of concrete curb/gutter and ADA curb ramps. Project challenges, aside from the quick turnaround, included designing the storm drain network intake located at the bottom of a large undeveloped drainage to minimize existing debris and sediment build up coming into the system and continually causing maintenance issues.



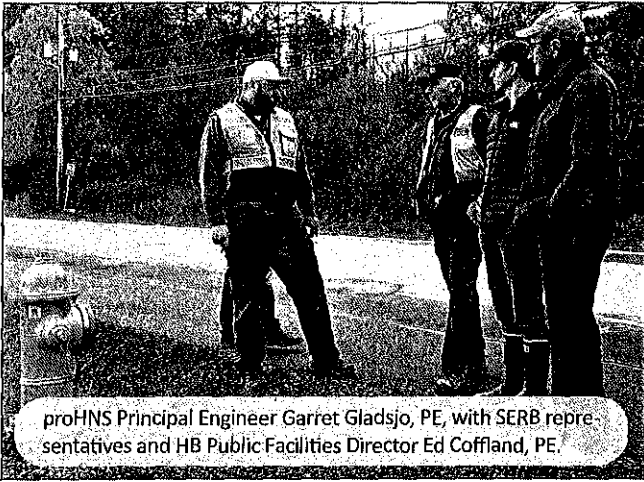
Project: Comstock Fish Passage Improvements **Client:** Takshanuk Watershed Council **Location:** Haines, AK
Services Provided: Design **Construction Cost:** ~\$7,000 **Completed:** 2017

This project included engineering design for drainage improvements that are very similar to the work that will be required for Anway, Moose Lane, and Sunshine Drainage projects. After unfavorable weather eroded the anadromous fish stream passing through the Comstock Road area, our subconsultant (Takshanuk Watershed Council) hired proHNS to survey and detail a new stream profile, including material quantities, needed for a United States Army Corps of Engineers permit application. With contributions by the Fish and Wildlife Service's Habitat Restoration and Coastal Program, the new stream profile and the efforts of both proHNS and Takshanuk Watershed Council improved fish passage.





Experience with Haines Borough



proHNS Principal Engineer Garret Gladsjo, PE, with SERB representatives and HB Public Facilities Director Ed Coffland, PE.

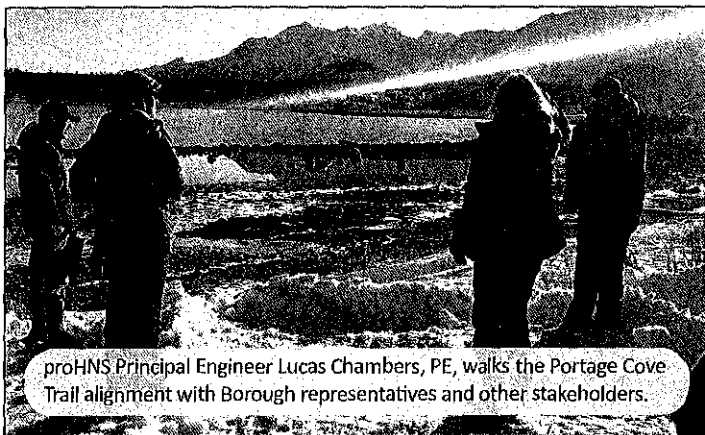
proHNS was established in Haines in 2015. Though we have since expanded to serve communities across Southeast Alaska, we continue to make serving the Haines Borough a priority. Our Creative Director Karen Garcia leads our Haines office, and makes it a point to maintain relationships with Haines Borough personnel, attend public meetings, and generally keep up to speed on the Borough's political, financial, and social goings-on. Over the course of the past six years, our staff have established and built upon relationships with past and current Haines Borough employees, including Public Facilities Director Ed Coffland, Grants and Contracts Administrator Carolann Wooton, and Water/Sewer Plant Supervisor Dennis Durr.

While we have outlined our experience with Haines projects in other sections of this proposal, we also have experience with Haines Borough projects that are ongoing and necessitate continued coordination with Borough representatives. We are currently working closely with Borough staff to design improvements for the Tlingit Park Trails, which includes ADA upgrades. We performed an options analysis and prepared conceptual plans for the Mathias Avenue Realignment, which is now on hold pending Borough direction. Our Portage Cove Waterfront Trail design (95% complete) is also on hold pending completion of the environmental permitting process by the Chilkoot Indian Association.

From our experience working with the Haines Borough, we are also cognizant of the meetings and public process some projects must navigate with the Assembly and Planning Commission. We know that the Planning Commission only meets once a month (the first Thursday) and the Assembly usually meets twice (the second and fourth Tuesdays, with only one meeting in November and December due to the holidays). These meetings need to be taken into account when planning contract approvals, design schedules, and other project elements that require Assembly or Planning Commission sign-off.



proHNS Principal Engineer Lucas Chambers, PE, presents trail alignments to the Haines Borough Planning Commission.



proHNS Principal Engineer Lucas Chambers, PE, walks the Portage Cove Trail alignment with Borough representatives and other stakeholders.

We pride ourselves on being responsive to the needs of the Haines Borough, and are quick to respond to Borough staff inquiries and requests. It is our experience that developing and maintaining positive working relationships with our clients not only ensures we construct a project that checks all of the owner's boxes, but also gives them the most return on their investment in our services. We also believe open, clear, and honest conversations regarding project goals, budgets, and schedules are critical to every project, but especially those sites listed in the RFP. This is a mindset we've always employed while working with the Borough and will continue to keep at the forefront of our approach to project management.



Cost Proposal

To perform the entirety of services for all project sites described in the RFP, our team is proposing a Time & Expense budget of \$595,488. For ease of reference, we have broken down this cost proposal by project site and attached it as Appendix A. Our team will focus on ensuring every dollar spent on these projects by the Borough is eligible for reimbursement by FEMA, FHWA, or others funding partners.

In addition to organizing our proposed costs by project site, we have broken down costs by service: survey, permitting, design, and construction administration & inspection (CA&I). Our lump sum estimate is based on the assumption that survey, design, and permitting services will proceed as soon as a contract is signed and Notice to Proceed issued – likely Spring 2021 – and those services will continue into Spring 2022. If funding is available and we are directed to do so by the Haines Borough, we will strive to prepare construction ready documents for the smaller sites by late Summer 2021. However, we anticipate construction at most of the project sites to occur during Summer 2022. Much is still unknown about the timing and extent of federal funding to support these projects; we therefore anticipate developing a detailed work and deliverable schedule once more information is available.



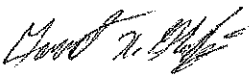
Why Select proHNS?

Selecting proHNS to deliver the requested services ensures the Haines Borough not only secures a qualified and experienced consultant, but a community-vested partner who has roots, staff, and a permanent office in Haines. We believe our shared experiences repairing and improving Haines Borough infrastructure over the last 5+ years has put proHNS in a position to provide you with any and all support necessary for the projects listed in the RFP.

Several members of our team who will provide these services reside in Haines, which means an investment in proHNS is an investment in your local economy. Since 2015, proHNS has employed more than a dozen Haines residents as engineers, inspectors, marine mammal monitors, and technical subject matter experts in a variety of roles for projects throughout the Haines Borough. We foresee continuing this model of employing local when it comes to inspection, technical support, and other boots on the ground resources necessary for completion of the services described in the RFP.

Thank you again for considering our proposal. We look forward to continuing our relationship with the Haines Borough and assisting you with this important component of the rebuilding process.

Respectfully,



Garret K. Gladsjo, PE
proHNS Principal Engineer

Attachments: Appendix A - Cost Proposal Table

Appendix A - Cost Proposal Table

Project Site	Design Survey	Permitting	Engineering Design	Construction Support	Subtotal
Anway/Moose Lane/Sunshine Drainage	\$5,722.00	\$5,600.00	\$23,000.00	\$18,713.00	\$53,035.00
Cathedral View Drive and Hooter Lane	\$8,488.00	--	\$70,670.00	\$67,422.00	\$146,580.00
Chilkoot Loop Retaining Wall	\$1,906.00	\$3,000.00	\$10,334.00	\$3,690.00	\$18,930.00
Piedad Road	\$6,968.00	--	\$29,400.00	\$28,901.00	\$65,269.00
Porcupine Trail	\$5,012.00	\$5,600.00	\$8,078.00	--	\$18,690.00
Soap Suds Alley/Tower Road	--	--	\$7,068.00	\$63,942.00	\$71,010.00
Young Road	\$6,968.00	--	\$99,118.00	\$115,888.00	\$221,974.00
				Total:	\$595,488.00

Assumptions, inclusions, or exclusions made for this cost proposal include:

Surveying service costs proposed are limited to topographic and boundary surveying in support of engineering design. Right-of-way or easement acquisition, construction surveying, and setting of monuments or property corners is not included in our proposed cost but can be added to our scope of work during contract negotiations.

Permitting service costs proposed are based on performing in-water work at the three project sites listed, which is anticipated to require permits from the Alaska Department of Fish & Game (ADF&G), Department of Natural Resources (DNR), and Army Corp of Engineers (ACOE) Nationwide Permit. Proposed permitting costs do not include field work for cultural resources, pre-construction notifications, public meetings, take permits, floodplain permits, wetland delineations, wetland mitigation, hazardous material handling or remediation, construction general permits for stormwater, excavation dewatering general permits, temporary water use authorizations, or National Environmental Policy Act (NEPA) processes/documentation, though any or all of these services can be added to our scope of work during contract negotiations.

Engineering design service costs proposed include civil engineering for roadway, utility, hydraulic, and minor structural design. None of the proposed project sites are anticipated to require the services of a licensed professional structural engineer, electrical engineer, mechanical engineer, landscape architect, or other non-civil licensed professional. As such, costs for those specialty services are not included in the scope of our proposal.

Construction support service costs proposed include all field inspection staff, project management, as-building, materials testing, and direct costs necessary for this service. Our proposed cost for each site is based on the assumption that full-time on-site inspection is not required for each project, and that staff will concurrently support multiple project sites during the 2022 and possibly 2023 construction seasons.





**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 21-1078
Assembly Meeting Date: 5/11/2021

Business Item Description:	Attachments:
Subject: Authorize loan agreement with Alaska DEC for the Haines WWTP Phase IV Electrical Upgrades	1. Resolution 21-05-913 2. Alaska DEC Loan Agreement 3. DEC IUP List
Originator: Contracts and Grants Administrator	
Originating Department: Public Facilities	
Date Submitted: 05/11/21	

Full Title/Motion:
Motion: Adopt Resolution 21-05-913

Administrative Recommendation:
This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 640,952.00	\$ See below	\$ 0	Reduced maintenance costs

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>The Haines Borough applied to the Alaska DEC SRF program for a loan to upgrade the Haines WWTP electrical system, this work continues the Borough's efforts to increase efficiency in a phased approach to upgrades and repairs at the Wastewater Treatment Plant. The project ranked No 4 on the DEC's Project Priority list (see attached)</p> <p>The Haines Borough has a loan agreement ACWF No. 395271-S from the Alaska DEC SRF for \$640,952 which carries a 50% loan forgiveness amount to cover the costs of construction on this project. Recommend approval of the loan to complete the work at the Waste Water Treatment Plant.</p>

Referral:	
Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:	
Meeting Date(s): 05/11/2021	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a loan with the Alaska Department of Environmental Conservation for Phase IV of the Wastewater Treatment Plant Electrical Upgrades for an amount not to exceed \$640,952.00.

WHEREAS, the Wastewater Treatment Plant Phase IV project includes design and construction of electrical upgrades at the plant; and

WHEREAS, the current electrical system has difficulty keeping up with the new updated lift station pumps among other upgrades to the sanitary sewer system; and

WHEREAS, the Haines Borough seeks to obtain the necessary financial assistance for the project; and

WHEREAS, the State of Alaska, Department of Environmental Conservation (ADEC) has approved funding the project through the Alaska Clean Water Fund; and

WHEREAS, the loan of up to \$640,952.00 would be repaid over no more than a 20-year term, with an estimated 1.5 percent finance rate; and

WHEREAS, the loan has a \$320,476.00 subsidy (50%) in the form of principal forgiveness for Disadvantaged Community Assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to apply to the State of Alaska, Department of Environmental Conservation for a loan from the Alaska Clean Water Fund for the project entitled Haines WWTP Phase IV Electrical Upgrades.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 11th day of May 2021.

Attest:

Douglas Olerud, Mayor

Aleka Fullerton, CMC, Borough Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Environmental
Conservation

DIVISION OF WATER
P.O. Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.6594
Fax: 907.465.5177

April 13, 2021

Alekka Fullerton
Interim Borough Manager
Haines Borough
P.O. Box 1209
Haines, Alaska 99827

Re: Loan Agreement for Wastewater Treatment Plant Phase IV Electric Upgrades (ACWF No. 395271-S)

Dear Ms. Fullerton:

Enclosed for signature is the loan agreement in the amount of \$640,952 for the Wastewater Treatment Plant Phase IV Electric Upgrades (Alaska Clean Water Fund No. 395271-S). The finance charge for this loan is 1.5%.

Please return a copy of the fully signed loan agreement to dec.facilities.grants.loans@alaska.gov or mail a hard copy to the address identified below. The signed original agreement should be retained for your records.

Alaska Department of Environmental Conservation
Division of Water
Attn: Grants and Contracts
555 Cordova Street, 4th Floor
Anchorage, Alaska 99501

This loan is not effective, and no disbursements will be made, until the Department has received a copy of the fully signed agreement. If you have any questions regarding the loan agreement you may contact Carrie Bohan, Program Manager, at 465-5143 or Beth Verrelli, Project Engineer, at 907-269-7603.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Bates".

Randy Bates
Director

Enclosure: ACWF No. 395271-S Wastewater Treatment Plant Phase IV Electric Upgrades

**Clean Water State Revolving Fund
Loan Agreement
No. 395271-S**

Between

**State of Alaska
Department of Environmental Conservation
Division of Water
State Revolving Fund Program**

And

Haines Borough

Wastewater Treatment Plant Phase IV Electric Upgrades	
Loan Amount	\$640,952
Subsidy Amount	\$320,476
Repayment Amount	\$320,476
Finance Charge	1.5%
Term	20 years

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Article 1. Loan Terms

This loan agreement (“Agreement”) is made and entered into as of the date of final signature by the Alaska Department of Environmental Conservation (“Department”) and the Haines Borough, Alaska (“Borrower”) as identified in Article 5, and continues in full force and effect until the final day of the Agreement Period. This Agreement is made subject to, and conditional upon, the availability of funds.

1.01 Borrower Information

Borrower Name:	Haines Borough
Borrower Mailing Address:	P.O. Box 1209, Haines, AK 99827
Name of Authorized Signatory:	Alekka Fullerton, Interim Borough Manager
Resolution Number:	N/A

1.02 Project Description

The Borrower shall use this loan to replace and upgrade the electrical system in the Wastewater Treatment Plant.

1.03 Loan Amount

\$640,952

1.04 Principal Forgiveness

\$320,476

1.05 Loan Term

20 years

1.06 Finance Charge

Interest Rate: 1.0%
Fee: 0.5%
Total Finance Charge: 1.5%

Article 2. General Terms and Conditions

The Borrower shall comply with all applicable federal, state, and local laws, requirements, and ordinances for the planning, design, construction, implementation, and administration of the Project and this Agreement, including but not limited to those identified in the General Terms and Conditions and Attachments.

2.01 Accounting Practices

The Borrower shall separately account for all monies received from the Alaska Clean Water Fund and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Borrower's records related to the Project.

2.02 Timely Use of Funds

- a. Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable loan conditions.
- b. The Department will, in its discretion, revoke this Agreement if the Borrower has not initiated the Project within one year after signing the Agreement.
- c. If no Disbursement Request is made within the two year period, the Department may take action to recall the loan.

2.03 Disbursement of Funds

Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be disbursed by the Department upon receipt and approval of Disbursement Requests and Progress Status Updates.

The Borrower shall submit Disbursement Requests and Progress Status Updates to the Department via the Division of Water's Online Application System (OASys). OASys may be accessed at the following link: <https://dec.alaska.gov/water/oasys.aspx>.

- a. Disbursement Requests including Progress Status Updates must be submitted to the Department on a quarterly basis, within 30 days following the end of each quarter.
- b. Should the Borrower fail to submit the quarterly Disbursement Requests and Progress Status Updates as required, the Department will not process subsequent Disbursement Requests until all outstanding quarterly report(s) are received.
- c. Departmental approvals required by this Agreement will not be unreasonably withheld.
- d. The Department will disburse funds only as necessary to complete the Project. Any funds remaining after completion of the Project will remain in the Alaska Clean Water Fund.

- e. Borrower shall provide the Department with written evidence of materials and labor furnished to and performed upon the Project and such receipts of the payment of the same, releases, satisfactions and other signed statements and forms as the Department may reasonably require.
- f. The Department may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies.

2.04 Principal Forgiveness

As part of this Agreement, the Department has offered the Borrower \$320,476 of subsidy in the form of principal forgiveness.

- a. Subsidy will be applied to each disbursement at 50% until all available subsidy has been applied.
- b. All subsidy shall be spent within one year of the date of this Agreement. Any subsidy not used within one year of the date of this Agreement may be withdrawn by the Department.

2.05 Loan Repayment

- a. The Borrower shall repay the principal amount and the finance charges on all cash disbursements made to the Borrower according to the repayment schedule. The repayment schedule will be prepared by the Department and confirmed by the Borrower, and will provide that:
 - i. The Borrower shall pay a finance charge of 1.5% on each disbursement. The finance charge is comprised of a fee of 0.5% on the total loan disbursed, plus the interest rate of 1.0%. Accrual of the finance charge will begin one year after the date of the first disbursement to the Borrower.
 - ii. The Borrower shall pay back the loan amount within 20 years from initiation of repayment. Repayment of the loan will be made with either equal annual principal payments plus the finance charge or equal annual total payments including the finance charge. Other repayment methods may be negotiated with the Department. Payments shall be applied first to any costs or charges incurred by the Department, outstanding interest, and, finally, to principal.
 - iii. The first repayment is due one year following substantial completion and Initiation of Operation of the Project.
- b. The Borrower hereby grants to the Department a security interest in and irrevocably pledges its Net Operating Revenues of the Borrower's wastewater system to secure payment of and to pay the amounts due under this Loan Agreement. The Net Operating Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of

the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by law. The Borrower represents and warrants that the pledge of its Net Operating Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement. The Borrower covenants with the Department and any assignee of this Agreement that, except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on its Net Operating Revenues superior to or on a parity with the pledge herein granted without the written permission of the Department. This Loan is a parity obligation with all other State Revolving Fund (SRF) loans between the Department and the Borrower.

- c. The Borrower represents and warrants to the Department that the Borrower has not pledged revenues for the repayment of this Loan that have been previously pledged or encumbered, unless specifically set forth in the Borrower's Approved Application. The Net Operating Revenues pledged in this Loan Agreement for repayment of this Loan and each separate source of revenue are specifically identified and described in the Borrower's Approved Application.
- d. If the Borrower's Net Operating Revenues are insufficient to meet any loan payment to the Department when due, the Borrower shall pay the deficiency in its loan payment from any legally available funds of the Borrower. Repayment of the Loan shall not be a direct and general obligation of the Borrower.
- e. If the Project Facility is damaged or destroyed prior to completion of the Agreement Period, the Borrower is liable to the Department for all amounts due under this Agreement.

2.06 Late Payment Fee

The Borrower shall be subject to a late charge for any repayment that is delinquent by more than 30 days, in accordance with the following conditions.

- a. If the Borrower is in good standing with the Department and has no late payments on any loans within the last five years:
 - i. And a payment is more than two months late a 1% charge will be applied against the outstanding amount due;
 - ii. And a payment is more than three months late a 3% charge will be applied against the outstanding amount due;
 - iii. And a payment is more than four months late a 5% charge will be applied against the outstanding amount due.
- b. If the Borrower has had late loan payments in the last five years.
 - i. And a payment is more than one month late a 1% charge will be applied against the outstanding amount due;

- ii. And a payment is more than two months late a 3% charge will be applied against the outstanding amount due;
 - iii. And a payment is more than three months late a 5% charge will be applied against the outstanding amount due.
- c. Additionally, interest on the unpaid balance will continue to accrue at the interest rate established in Section 1.05 and must be paid in addition to the late charge. Payments in arrears when the 5% late charge is assessed will be referred to the Alaska Department of Law for collection.

2.07 Loan Default

The Borrower shall be in default, if a loan repayment has not been made within 90 days of the due date, as determined by the repayment schedule prepared by the Department and provided to the Borrower.

The provisions of AS 37.15.575 relating to state aid interception apply to the loan made under this Agreement.

2.08 Notification

Any disbursement or repayment made by the Department or Borrower under this Agreement shall be delivered by electronic transfer or by registered or certified mail.

- a. In order to submit repayments electronically, the Borrower must submit a request to the following email: dec.adcc.userfees@alaska.gov to initiate the process and complete required forms.

- b. Any repayment addressed to the Department will be sent to:

Alaska Department of Environmental Conservation
Division of Administrative Services
Financial Services
PO Box 11800
Juneau, AK 99811-1800

- c. Any disbursement addressed to the Borrower will be sent to:

Alekka Fullerton
Interim Borough Manager
Haines Borough
P.O. Box 1209
Haines, AK 99827

2.09 Insurance

- a. If applicable, until the Project is completed by the Borrower, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the Project Facility for the benefit of the Department, the Borrower and the prime contractor, and all subcontractors, as their interests in the Project may appear. The Borrower shall insure the Facility against loss or damage in an amount at least equal to the Allowable Project Cost specified in Article 4(e).
- b. If applicable, an insurance policy issued pursuant to Section 2.17 must be written or endorsed to make losses payable to the Department and the Borrower as their interests may appear. The interests of the Department are limited to the unpaid principal balance of the loan and any finance charge and penalties accrued as of the date such loan may be paid in full as a result of any insurance payoff, following destruction or damage to the Project Facility.
- c. In the event the Borrower fails to maintain the full insurance coverage required by this Agreement, the Department may take out the required policies of insurance and pay the premiums. All amounts so advanced by the Department will become an additional obligation of the Borrower to the Department.
- d. The Borrower shall require its contractors and subcontractors to maintain workers compensation, commercial general liability, property damage, and vehicle liability insurance. Until the Project is complete, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the facility for the benefit of the Department, the Borrower, the prime contractor, and all subcontractors, as their interests in the Project may appear.

2.10 Environmental Review

Prior to initiating the Project, the Borrower shall consult with the Department to determine the required level of environmental review. The Department will notify the Borrower of the type of environmental documentation that will be required, if any.

The Borrower shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Disbursement Requests for costs related to construction activities will not be accepted until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Borrower, by the Department, that Department's decision has been finalized are ineligible for reimbursement.

Any mitigation measures identified through the environmental review shall be fully implemented by the Borrower.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

2.11 Archaeological and Historical Preservation

If historical or cultural artifacts are discovered during the Project, the Borrower shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance; take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site; and notify the concerned tribe's cultural staff or committee, the Department, and the State of Alaska's Historical Preservation Officer. If human remains are uncovered, the Borrower shall immediately report the presence and location of the remains to law enforcement, the concerned tribe's cultural staff or committee, and the Department.

2.12 Cost and Effectiveness Analysis

Under the Federal Water Pollution Control Act section 602(b)(13), the Borrower shall certify that they have conducted studies and evaluations for determining the cost and effectiveness of the Project. The cost and effectiveness analysis at minimum requires:

- a. the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed Project or activity for which assistance is sought under this title; and
- b. the selection, to the maximum extent practicable, of a Project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account: the cost of constructing the Project or activity; the cost of operating and maintaining the Project or activity over the life of the Project or activity; and, the cost of replacing the Project or activity.
- c. Certification shall be provided to the Department by the Borrower before proceeding with final design or construction. The Borrower must use the certification form supplied by the Department to ensure compliance with this requirement.

2.13 Fiscal Sustainability Plan

- a. The Borrower shall, under amendments to the Federal Water Pollution Control Act, under Section 603(d)(1)(E), have a Fiscal Sustainability Plan (FSP) that covers the funded Project and closely associated components in place by the time of submission of the final disbursement request.
- b. A FSP is a living document that is regularly reviewed, revised, expanded, and implemented as an integral part of the operation and management of the system. The plan, at a minimum, shall include the following:
 - i. An inventory of critical assets that are a part of the treatment works;
 - ii. An evaluation of the condition and performance of inventoried assets or asset groupings;

- iii. A certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
 - iv. A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.
- c. The Borrower shall certify, on a Department supplied form, that they have developed and are implementing a FSP. Department specific FSP development criteria may either be obtained through the contact information given under Article 2.09 of this Agreement, or through the Department's web site at the following web address:
<http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/guidance-and-forms>

2.14 Site Access

The Department has the right, at all reasonable times, to enter the Project Site, for the purpose of inspecting the Project and Project Facility.

2.15 Construction

- a. With the exception of land easements, all real estate and personal property constituting the Project Site and the Project must belong to the Borrower.
- b. The Borrower shall not begin construction until the Project has received an Approval to Construct (ATC), if one is required. If an ATC is not required by the Department's Engineering Support and Plan Review (ESPR) Program, the Borrower shall provide a statement from ESPR to that effect.
 - i. In its approvals, the Department may specify changes or conditions to the plans and specifications.
 - ii. The Department must approve any subsequent changes to, or deviations from, approved plans.
- c. If an ATC as described in (b) above is not required, the Borrower shall not begin construction until the plans and specifications have been reviewed and approved by the assigned State Revolving Fund Program engineer.
- d. Any construction contract estimated to equal or exceed \$100,000 shall be awarded through a competitive bidding process and any construction contract estimated to be less than \$100,000 may be negotiated if the Department approves the solicitation and negotiation procedures.
- e. All construction contracts and contractors' estimate forms shall be prepared so that materials and equipment may be readily itemized as to eligible project costs and non-eligible costs.

- f. Any change in a construction contract that will alter the contract specifications, time, price, or will substantially modify the proposed treatment process shall be submitted to the Department for approval.
- g. When applicable, the Borrower shall require each construction contractor to furnish a performance and payment bond in an amount at least equal to 100 percent of the contract price.
- h. Construction of the Project shall conform to applicable federal, state, and local laws, ordinances, and regulations.
- i. The Borrower shall proceed expeditiously and complete the Project in accordance with the Approved Application, project schedule, surveys, plans, profiles, cross-sections, specifications, and amendments.

2.16 Compliance with Laws, Regulations, Etc.

The Borrower shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a. The “List of Federal Laws and Authorities (Federal ‘Cross-Cutting’ Authorities)” as identified in Exhibit “A” and made a part hereof.
- b. Lobbying

No portion of the loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

- c. Davis-Bacon Act

For construction, alteration, and repair of treatment works, the Borrower shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification by classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the “Davis Bacon Act”) apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- i. The Borrower shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any

subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. The Borrower shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Borrower shall ensure no contracts are awarded to contractors excluded from federal contracts.
- iii. The Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- iv. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Borrower shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
- v. In addition, the Borrower shall consult with the Department on any required contract or bid documents to ensure that appropriate federal "Davis Bacon Act" language and material is included in the documentation.

d. Title I – Employment of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

e. Title II-Public Services of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

f. Title II, Part 35, Section 35.151 of the Americans with Disabilities Act “New Construction and Alterations”

When applicable, the Borrower shall comply with Title II, Part 35, Section 35.151 of the Americans with Disabilities Act “New Construction and Alterations.”

- i. Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
- ii. Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
- iii. Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CRF part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

g. Title III, Part 36, Section 36.401 of the Americans with Disabilities Act “New Construction”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.401 of the Americans with Disabilities Act “New Construction.” Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

h. Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations.”

- i. General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

- ii. **Alteration:** An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.
- i. **2 CFR Part 180, Responsibilities of Participants Regarding Transactions**

The Borrower shall fully comply with Subpart C of 2 CFR Part 180, entitled “Responsibilities of Participants Regarding Transactions.” The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

- j. **American Iron and Steel**

Per Section 608 of the Clean Water Act, none of the funds made available to the Borrower shall be used for a project for the construction, alteration, maintenance, or repair of a treatment works unless all of the iron and steel products used in the project are produced in the United States.

The Borrower may request a waiver to this requirements if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products that are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States that will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Borrower; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information available to the Administrator concerning the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

2.17 Project Completion

- a. Upon completion of the Project, the Borrower shall provide a statement to the Department of the project final costs by category of expenditure, including but not limited to costs for administration, design, construction engineering, construction and equipment.
- b. Prior to initiation of operations, the Borrower shall submit to the Department the following:

- i. Criteria for project performance.
 - ii. An adopted sewer use ordinance and a user charge.
- c. Upon substantial completion of the Project, the Borrower shall initiate operation of the Project Facility and immediately notify the Department in writing of Initiation of Operation. If construction is complete except for minor items, and the facility is operating, but the Borrower has not sent a notice of Initiation of Operation, the Department will, in its discretion, assign an Initiation of Operations date.
- d. For any Project that requires an Approval to Construct from the Department, the Borrower must obtain a Final Approval to Operate.
- e. Upon Initiation of Operation, the Borrower shall certify that the Project Facility is and will be operated by sufficiently qualified operating personnel certified at the system classification level by the State of Alaska.
- f. Within one year of the initiation of operation, the Borrower shall:
- i. Be subject to a final inspection by the Department;
 - ii. Submit to the Department a manual for operations and maintenance of the Project Facility for Department approval;
 - iii. Submit to the Department a Project Performance Certification certifying that the facility is or is not performing up to design standards.
- g. Nothing contained in this Agreement shall be construed as an obligation or pledge of the Borrower to appropriate or expend general funds and general revenues of the Borrower to operate or maintain the Project Facility.

2.18 Amendments and Modifications

This Agreement may only be modified or amended in writing and executed by the authorized representatives of all parties to this Agreement.

2.19 Disputes

The Borrower shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not satisfactorily resolved, the Borrower shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its

choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

2.20 Termination

The Department may cancel all or any part of this Agreement if:

- a. Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Clean Water Fund is incorrect or incomplete in any material respect;
- b. The Borrower has violated commitments made in the Approved Application and supporting documents, has not adhered to the regulations of the Alaska Clean Water Fund (18 AAC 76), has violated any of the terms of this Agreement; or
- c. The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

2.21 Indemnification

The Borrower shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the Project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

Article 3. Definitions

Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

- a. "Approved Application" means the application submitted to the Department on January 21, 2021, together with all attachments and supporting documentation, as approved by the Department.
- b. "Finance Charge" means 1.5 percent per annum.
- c. "Agreement Period" means the time period commencing on the date this Agreement is signed by the Department's Finance Officer and terminating on the date the Borrower repays the loan in full.
- d. "Subsidy" means principal forgiveness awarded under this Agreement.
- e. "Eligible Project Costs" include the following costs disbursed from the Alaska Clean Water Fund, estimated to not exceed \$640,952 for demolition, construction, engineering, machinery, furnishings, equipment, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering and inspection fees, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable to foregoing costs.
- f. "Initiation of Operation" means the date of which the project or project facility begins operating for the purposes for which it was planned, designed, or built.
- g. "Iron and Steel Products" means the following products are primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps, and restraints, vales, structural steel, reinforced precast concrete, construction materials.
- h. "Net Operating Revenues" means revenues of Borrower's system after payment of operation and maintenance costs of the system.
- i. "Project" means the activities described in Article 1.02.
- j. "Project Facility" means wastewater treatment plant, collection system, or related facilities in which the Project activities are occurring.
- k. "Project Site" means the location at which the Project activities are occurring.

Article 4. Signatures

This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

Nothing in this Agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.

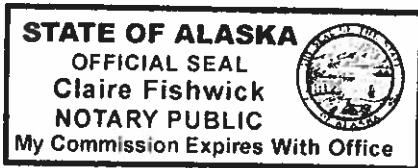
Alaska Department of Environmental Conservation


By: 

Randy Bates, Director
Division of Water

**ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District**

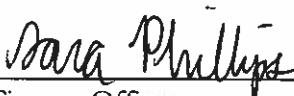
The foregoing instrument was acknowledged before me this 15th day of April, 2021





Notary Public, State of Alaska
My commission expires: with office

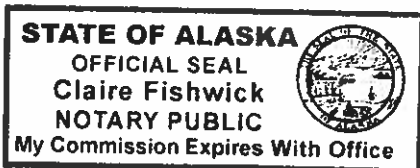
Alaska Department of Environmental Conservation

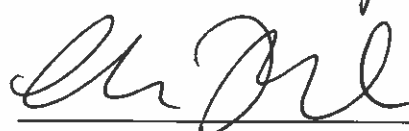
By: 

Sara Phillips
Finance Officer
Division of Administrative Services

**ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District**

The foregoing instrument was acknowledged before me this 15th day of April, 2021





Notary Public, State of Alaska
My commission expires: with office

Haines Borough

By: _____
Alekka Fullerton
Interim Borough Manager

**ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District**

The foregoing instrument was acknowledged before me this _____ day of _____, 2021

Notary Public, State of Alaska
My commission expires: _____

Exhibit “A” – List of Federal Laws and Authorities (FEDERAL CROSS-CUTTING AUTHORITIES)

Environmental and Cultural Authorities:

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Environmental Justice , Executive Order 12898
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

Social Policy Authorities:

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Equal Employment Opportunity, Executive Order 11246
- Disadvantage Business Enterprise Provisions
 - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
 - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
 - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

Economic Authorities:

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Loans
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

Miscellaneous Authority:

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying

Alaska Clean Water Fund - State Fiscal Year 2021 (SFY21) Project Priority List - 3rd Quarter

Note: Available funding for SFY21 projects is \$64.2 million.

(1) Subsidy is subject to change depending on the readiness of projects to proceed.

(2) Loan terms will be finalized when a loan agreement is offered. The finance rate will be based on a calculation identified in Alaska Administrative Code (18 AAC 76).

(3) Individual Pro Fi projects are reviewed and assigned a weighted score based on the total project cost. The overall score for the Pro Fi questionnaire is the sum of weighed scores for all of the Pro Fi projects.

Rank	Score	APDES Permit Number	Clean Water Needs Category	Applicant	Project Name and Description	Requested Loan Amount	Estimated Subsidy ⁽¹⁾ (SFY20)	Estimated Subsidy ⁽¹⁾ (SFY21)	Disadvantaged Community	Requested Loan Term ⁽²⁾ (years)	Green Project Amount (Type)	Sustainability Policy	Estimated Construction Start	Quarter Added to PPL
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POINT SOURCE PROJECT QUESTIONNAIRES

1	655	----	I	Mile 8 Utilities, LLC	Leachfield Design and Construction - Design and construct an aerated leachfield to eliminate point source discharge into an anadromous stream. Rehabilitate pretreatment works to ensure leachfield longevity.	\$297,275		\$148,863	X	20 to 30		Fix It First	6/1/2020	SFY21-Q1
2	645	2003-DB0096	III-B	Sand Point	Sewer Upgrade - Replace two lift stations that are at the end of their serviceable life. This will eliminate the need to manually pump out wastewater on a near daily basis. The lid on the settling tank will also be replaced.	\$1,050,680	\$500,000		X	5 to 20		Fix It First	7/1/2019	SFY19-Q3
3	605	AK0022497	I	Palmer	Wastewater Treatment Plant Facility Upgrades - Update the design and construct two new secondary clarifiers and associated processes including a flow splitter, scum pump station, and a waste activated sludge vault/pump station. Additional work for upgrades will include demolition, modifications to the existing lagoons, piping upgrades, new equipment installation, and subsidiary incidental work.	\$8,052,000			X	20 to 30		---	5/3/2021	SFY21-Q3
4	315	AK0021385	I	Haines Borough	Wastewater Treatment Plant Phase 4 Electrical Upgrades - Replace and upgrade the electrical system in the wastewater treatment plant.	\$1,000,000		\$500,000	X	20 to 30	\$330,800 (Energy Efficiency)	Fix It First	8/1/2020	SFY21-Q1
5	295	AK0023451	I	Fairbanks	Golden Heart Utilities Wastewater Treatment Facility Water Main Installation and Process Water Piping Replacement - Construct a new 10-inch water main to the Wastewater Treatment Facility and replace the failing process water system within the facility.	\$1,450,656		\$500,000	X	5 to 20	TBD (Energy Efficiency)	Fix It First	6/1/2020	SFY21-Q1
6	280	AK0021555	III-B	Kodiak	Aleutian Homes Phase VII Wastewater Main Replacement - Replace 65-year old asbestos concrete wastewater collection system.	\$2,600,000			X	20 to 30		Fix It First	5/11/2021	SFY21-Q3
7	270	AK0021555	I	Kodiak	Wastewater Treatment Plant Supervisory Control and Data Acquisition System (SCADA) Replacement - Upgrade the wastewater treatment control system that has reached the end of its useful life.	\$1,000,000		\$500,000	X	5 to 20		Fix It First	7/1/2020	SFY21-Q1
8	203 ⁽³⁾	AK0022551	I, III-A, III-B	Anchorage AWWU	SFY21 Pro Fi Loan - The applicant has provided a list of eligible projects including planning, design, engineering, and construction activities for wastewater infrastructure projects (see attached list).	\$15,000,000				20	\$2,650,000 (Energy Efficiency)	Fix It First		SFY21-Q1
9	130	AK0021385	I	Haines Borough	Wastewater Treatment Plant Phase 3 Filter Press Rebuild - Rebuild the current sludge press and purchase a new skid steer for moving sludge at the plant.	\$265,000				20 to 30		Fix It First	4/1/2021	SFY21-Q3
10	65	AK0021555	III-A	Kodiak	Infiltration and Inflow (I&I) Assessment and Reduction - Flow monitoring, flow data analysis and identification of areas with high I&I through closed-circuit television inspections and manhole inspections. Design only loan request.	\$165,000			X	20 to 30			6/1/2020	SFY21-Q1
11	60	AK0021555	III-B	Kodiak	Lift Station 5 and Force Main Replacement - Prepare designs to replace the City's largest lift station that is 50 years old and has reached the end of its useful life. Design only loan request.	\$350,000			X	20 to 30			2/1/2021	SFY21-Q1
12	35	AK0020010	IV-A	Skagway	Klondike Highway Sanitary Sewer Extension - Extend sanitary sewer to an unserved area.	\$3,948,700			X	20 to 30			4/1/2021	SFY21-Q1
POINT SOURCE SUBTOTAL						\$35,179,311	\$500,000	\$1,648,863			\$2,980,800			

Alaska Clean Water Fund - State Fiscal Year 2021 (SFY21) Project Priority List - 3rd Quarter

Note: Available funding for SFY21 projects is \$64.2 million.

(1) Subsidy is subject to change depending on the readiness of projects to proceed.

(2) Loan terms will be finalized when a loan agreement is offered. The finance rate will be based on a calculation identified in Alaska Administrative Code (18 AAC 76).

(3) Individual Pro Fi projects are reviewed and assigned a weighted score based on the total project cost. The overall score for the Pro Fi questionnaire is the sum of weighed scores for all of the Pro Fi projects.

Rank	Score	APDES Permit Number	Clean Water Needs Category	Applicant	Project Name and Description	Requested Loan Amount	Estimated Subsidy ⁽¹⁾ (SFY20)	Estimated Subsidy ⁽¹⁾ (SFY21)	Disadvantaged Community	Requested Loan Term ⁽²⁾ (years)	Green Project Amount (Type)	Sustainability Policy	Estimated Construction Start	Quarter Added to PPL
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NONPOINT SOURCE PROJECT QUESTIONNAIRES

1	160	---	VII	King Cove	Landfill Cell Capping Closure - Install a partial closure system as required by closure standards for a Class III municipal solid waste landfill found in Alaska Administrative Code (18 AAC 60.390) to stabilize slopes, minimize soil erosion, minimize water infiltration, and protect against the release of hazardous constituents to the environment.	\$51,030	\$25,515		X	20 to 30				SFY19-Q2
2	150	---	VII	Cordova	Cordova Street Sweeper - Procurement of a new street sweeper to replace the existing 30-year old equipment.	\$275,000		\$137,500	X	5 to 20				SFY20-Q4
3	140	---	VII	Municipality of Anchorage	Anchorage Regional Landfill Cell 9A - Procurement, construction and construction oversight of Cell 9A project to provide air space for management of municipal solid wastes. The project includes approximately 6 acres of liner including leachate and storm water collection and control systems.	\$7,600,000				20 to 30				SFY19-Q4
4	100	---	VII	Cordova	Mile 17 Landfill Equipment - Purchase equipment improve stormwater management at the Mile 17 landfill. By removing snow accumulation and effectively compacting trash, the amount of stormwater penetration and the amount of leachate is reduced.	\$1,120,000		\$500,000	X	20 to 30				SFY21-Q1
5	10	---	VII	Matanuska Susitna Borough	Landfill Gas Collection System - Install vertical wells in two closed cells to extract gas that will be burned with a flare. Proper management of the landfill reduces leachate quality issues.	\$2,420,000			X	5 to 20				SFY21-Q2
NONPOINT SOURCE SUBTOTAL						\$11,466,030	\$25,515	\$637,500						

AMENDMENT TO EXISTING LOAN OR QUESTIONNAIRE

		AK0022551	III-B	Anchorage AWWU	Pump Station 12 Force Main-Interceptor C Gravity Junction Rehabilitation - Loan Amendment to increase existing loan amount by \$2,584,456. Project scope: Assess and rehabilitate the 45-year-old pump station, force mains, gravity junction box and the receiving 48-inch gravity sewer to meet current standards, enhance operation efficiency and provide continued service.	\$2,584,456				20		Fix It First	12/3/2019	SFY20-Q1
		AK0021440	III-B	Ketchikan	Schoenbar Road Utilities Replacement (Sewer) - Loan amendment to increase existing loan amount by \$2,125,057 (Loan #481151-S). Project scope: Replace approximately 2,200 feet of aging 8-inch to 12-inch sewer mains and 12 sewer manholes. Failing water mains in the same area will also be replaced under a separate Alaska Drinking Water Fund loan.	\$2,125,057			X	20		Fix It First		SFY20-Q3
		AK0021458	III-B	Petersburg	Scow Bay 1 Pump Station Upgrade - Loan amendment to increase existing loan amount by \$194,695. (Loan #685271) due to construction bids exceeding initial estimates. Project scope: Replace undersized pumps and increase inadequate wet well storage capacity with a properly sized and rated submersible pump station that includes high efficiency pumps and controls.	\$194,695			X	20		Fix It First		SFY20-Q4
		Pending	I	Matanuska Susitna Borough	Matsu Septage and Leachate Treatment Facility - Loan amendment to increase existing loan amount by \$1,000,000 (Loan #561041) and amend project scope as follows: Design a new energy efficient septage and leachate facility to minimize septage and leachate costs and environmental impacts in the Matanuska-Susitna Valley. Additionally, this project will install a landfill leachate treatment facility.	\$1,000,000			X	20		Effective Utility Management		SFY21-Q1

Alaska Clean Water Fund - State Fiscal Year 2021 (SFY21) Project Priority List - 3rd Quarter

Note: Available funding for SFY21 projects is \$64.2 million.

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(3) Individual Pro Fi projects are reviewed and assigned a weighted score based on the total project cost. The overall score for the Pro Fi questionnaire is the sum of weighed scores for all of the Pro Fi projects.

Rank	Score	APDES Permit Number	Clean Water Needs Category	Applicant	Project Name and Description	Requested Loan Amount	Estimated Subsidy ⁽¹⁾ (SFY20)	Estimated Subsidy ⁽¹⁾ (SFY21)	Disadvantaged Community	Requested Loan Term ⁽²⁾ (years)	Green Project Amount (Type)	Sustainability Policy	Estimated Construction Start	Quarter Added to PPL
		AKG572019	III-B	Ketchikan Gateway Borough	South Tongass Wastewater Main Replacement - Shoup to Forest Park - Loan amendment (Loan #482021) to revise the scope of work to include an operational assessment of the Mountain Point Wastewater Treatment Plant to establish best management practices and standard operating procedures, including analysis of the SBR's capacity and digester chemistry to ensure the treatment plant continues to perform properly.	No increase in loan amount			X	20		Effective Utility Management		SFY21-Q2
LOAN AMENDMENT SUBTOTAL						\$5,904,208	\$0	\$0						

MICRO LOAN QUESTIONNAIRES

1	475	AK2250053	III-B	Unalakleet	Covenant Lift Station Rehabilitation and Septic Pumper Purchase - The purpose of this project is to rehabilitate a 45 year old lift station subject to freezing issues and sewage backups. Rehabilitation will include replacement of the heating and ventilation systems, overhead crane, safety grating, and electrical systems. A new septic pumper truck will also be purchased.	\$488,620		\$342,034	X	20 years	---	Fix It First		SFY20-Q2
2	420	AKG573035	III-B	Noorvik	Utilidor Replacement Phase 2 - Replace approximately 300 linear feet of aboveground water and sewer utilidor. This project will include installing new aluminum rectangle utilidor insulation and adjustable supports.	\$75,000	\$52,500		X	< 5 years	---	Fix It First		SFY20-Q1
3	415	---	III-B	Kotlik	Sewer Connections - Renovate five sewer service connections by removing the arctic boxes and installing flexible service connections. Install a circulating pump and a through wall shut-off valve at each home.	\$75,000	\$37,500		X	< 5 years	---	Fix It First		SFY20-Q1
MICRO LOAN SUBTOTAL						\$638,620	\$90,000	\$342,034						
TOTAL FUNDING REQUESTED (ALL CATEGORIES)						\$53,188,169	\$615,515	\$2,628,397						

Alaska Clean Water Fund - State Fiscal Year 2021 (SFY21) Programmatic Financing (Pro Fi) Projects

Applicant: Anchorage Water and Wastewater Utility

Loan Request: \$15,000,000

Loan Term: 20 years

The Pro Fi questionnaire includes the following improvements included in AWWU's capital improvement plans for the wastewater utility.

Number	Project Name	Description
C-19-05b	King Street Septage Receiving Station	Design and construct upgrades to existing Septage Receiving Station with pretreatment equipment and increase user access. The pretreatment equipment will prevent collection system from having sanitary sewer overflows.
C-19-05c	King Street Warm Vehicle Storage	Design and construct a storage building to house equipment, necessary to operate and maintain the AWWU water and sewer infrastructure.
C-19-05e	King Street Main Building Upgrade	Design and construct various improvements to AWWU's King Street O&M Facility Administrative Building. Improvements include expanding and remodeling interior spaces and systems, and enclosing covered areas to increase the capacity, productivity, and efficiency of AWWU's support maintenance group.
C-19-07	Flower Park Glenn 4th Sewer Upgrade	Rehabilitate over 1,900 linear feet of 8-inch sewer pipe with multiple deficiencies including fractures, cracks, offsets and joint separations.
C-19-08	D-2-4 Trunk Improvements	Abandon in place approximately 1,100 feet of sewer main and add approximately 1,670 feet of new sewer main with a new alignment. In addition, provide access for maintenance vehicles to manholes along Chester Creek.
C-19-09	Pump Station 52 Improvements	Design and construct improvements to the pump station including, but not limited to, new wet well, dry valve vault, two pumps, check valves, pump controls, stand-by generator, and electrical upgrades.
C-19-10	AWWTF Storage	Design and construct additional warm storage for equipment, materials and sodium hypochlorite.
C-19-13	AWWTF Combined Heat and Power Conversion	Design and construct a combined heat and power system for the wastewater treatment facility.
C-19-14	AWWTF Raw Sludge Pumps	Design and replace the existing raw sludge pumps at the wastewater treatment facility.
C-20-03	Pump Station 2 Rehabilitation	Replace high voltage electrical system, aging and corroding piping, valves, control systems, and various site improvements for Pump Station 2.
C-20-04	King Street Campus Expansion	The expansion project will involve acquisition of approximately 6.86 acres of land adjacent to the existing King Street facility, the headquarters for AWWU's operations and maintenance activities. In addition to land acquisition, site improvements will include clearing, grading, backfilling, and fencing the property. In addition to the site improvement work, the Municipality of Anchorage requires AWWU to complete paved roadway improvements and water main extension within 94th Avenue from Gambell Street to the proposed land acquisition. Completion of this land purchase will allow the space required for needed expansion of operations including the construction of the warm storage facility and other needed improvements identified in the King Street Facility Plan.
C-20-05	King Street Fuel Storage Improvements	Relocate the existing fuel storage and dispensing system. This project will also streamline the traffic pattern within the facility.
C-20-07	Wastewater Master Plan	Update the Wastewater Master Plan used to guide system upgrades and expansion.
C-20-08	AWWTF Compressed Process Air System Rehabilitation	Design and install improvements to the compressed air system to replace components beyond their useful life.
C-21-01	Pump Station 7 Rehabilitation	Rehabilitate the pump station including: communications, HVAC, influent and discharge piping, as well as various safety provisions for operation and maintenance of the pump station, and wet well rehabilitation.
C-21-02	Pump Station 32 Rehabilitation	Rehabilitate the pump station including: communications, influent and discharge piping, as well as various safety provisions for operation and maintenance of the pump station, and wet well rehabilitation.
C-21-03	Downtown Sewer Rehabilitation Phase III (projects listed below)	
	Downtown Sewer Phase III, West 8th, N-P Street	Rehabilitate sewer main in downtown Anchorage.
	Downtown Sewer Phase III, M Street	Rehabilitate sewer main in downtown Anchorage.
	Downtown Sewer Phase III, West 2nd Avenue	Rehabilitate sewer main in downtown Anchorage.
	Downtown Sewer Phase III, D&E Street	Rehabilitate sewer main in downtown Anchorage.
	Downtown Sewer Phase III, H&I Street	Rehabilitate sewer main in downtown Anchorage.
	Downtown Sewer Phase III, C&D Street	Rehabilitate sewer main in downtown Anchorage.



Agenda Bill No.: 21- 1079

Assembly Meeting Date: 5/11/2021

Business Item Description:	Attachments:
Subject: Authorize Contract with Tesla Electric, LLC for construction of the Haines WWTP Phase IV Electrical	<ol style="list-style-type: none"> 1. Resolution 21-05-914 2. Request for Proposal 3. 4/30/21 Bid Opening Summary 4. Tesla Electric, LLC Bid Documents 5. Northern Powerline Constructors, dba Chatham Electric 6. Big G Electric & Engineering, LLC
Originator: Contracts and Grants Administrator	
Originating Department: Public Facilities	
Date Submitted: 05/11/21	

Full Title/Motion:
Motion: Adopt Resolution 21-05-914

Administrative Recommendation:
This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 487,000.00	\$ See below	\$ 0	Reduced maintenance costs

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>Now that we have approved the loan...</p> <p>On April 30, 2021 the Haines Borough recieved three responsive bids for the Haines Borough WWTP Phase IV Electrical System Upgrades, one from Northern Powerline Constructors dba Chatham Electric for \$587,000; Big G Electric & Engineering, LLC for \$875,886.00, and one from Tesla Electric, LLC for \$487,000.00. Tesla Electric, LLC is the apparent low bidder. Request approval to award the construction contract to Tesla Electric, LLC.</p> <p>The Haines Borough has a loan agreement ACWF No. 395271-S from the Alaska DEC SRF for \$640,952 which carries a 50% loan forgiveness amount to cover the costs of construction on this project.</p>

Referral:	
Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:	
Meeting Date(s): 05/11/2021	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with Tesla Electric, LLC for the Haines Borough WWTP Phase IV Electrical Upgrades for an amount not to exceed \$ 487,000.00

WHEREAS, the Borough recently issued a request for sealed bids from qualified, licensed contractors for the Haines Borough WWTP Phase IV Electrical Upgrades; and

WHEREAS, the Borough obtained three responsive bids, one from Northern Powerline Constructors, dba Chatham Electric for \$587,000; Big G Electric & Engineering, LLC for \$875,886; and one from Tesla Electric, LLC for \$487,000; and

WHEREAS, the Borough has a loan agreement with Alaska DEC State Revolving funds for \$640,952 which offers a 50% loan forgiveness subsidy; and

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Interim Manager to execute a construction contract with Tesla Electric, LLC for the Haines Borough WWTP Phase IV Electrical Upgrades for an amount not to exceed \$ 487,000.00.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 11th day of May, 2021.

Attest:

Douglas Olerud, Mayor

Alekk Fullerton, CMC,
Borough Clerk

PROJECT MANUAL



**Haines Borough WWTP Phase IV Electrical
Upgrades
Haines Borough, AK
Contract No. HB 21-02**

Date of Issue: March 26, 2021

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

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Technical Specifications

SECTION 00030 – NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled

**Haines Borough WWTP Phase IV Electrical Upgrades
Haines Borough Contract No. HB 21-02**

The Contract Documents may be downloaded at www.publicpurchase.com.

PRE-BID CONFERENCE. A Pre Bid Conference will not be held for this project.

DESCRIPTION OF WORK. The Contract shall replace the existing 240-volt delta configured, three-phase service and distribution system and the 208Y/120 volt standby-generator with a new 480Y/277 volt three-phase system and equipment. The work includes upgrading the 240 volt system to 208Y/120 volts as shown in the Plans and Specification and as listed below:

- Coordinate the provision of a new service with AP&T to new service equipment mounted on the shop building's exterior. Include the cost of the new service and removal of the old service with the bid.
- Provide new distribution circuits and equipment within the shop and electrical room for both 480Y/277 volt and 208Y/120-volt circuits.
- Replace the 208Y/120 volt, 100 KW generator with a new 480Y/277-volt unit. Include a new automatic transfer switch.
- Replace the existing Motor Control Center with new individual motor controls mounted to the electrical room wall. Replace the control station in the treatment plant with a new control station.
- Replace the interiors of two branch panels and replace on panel supporting the new voltage.
- Replace the belt-filter press control panel with new Owner-furnished equipment.
- Provide circuits and receptacles for washdown pumps.
- Install Owner-furnished booster pump and water heater, and provide circuits and controls.
- Remove all old and abandoned equipment and circuits as illustrated in the Plans.
- Coordinate work with the Owner to maintain plant operations as noted in the Plans. Include the provision of temporary power as needed.
- The system shall be complete and operable.

DEADLINE FOR BIDS. Electronic bid documents shall be submitted to the Public Purchase Portal prior to 4:00 p.m. Alaska time on 4/23/2021, or such later time as may be announced by addendum at any time prior to the deadline.

Include in the subject line of your emailed Bid submission **BID FOR: HB 20-12 Haines Borough WWTP Phase IV Electrical Upgrades**

Bid documents delivered by fax, over the phone, in person, or by courier will not be accepted.

SITE OF WORK. The site of the WORK is at the Haines WWTP in Haines, Alaska.

COMPLETION OF WORK. The WORK must be completed by **December 31, 2021**.

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

Carolann Wooton, Contracts & Grants Administrator
Haines Borough, 103 Third Ave. S.
cwooton@haines.ak.us
Telephone: (907) 766-6409
Fax: (907) 766-2716

DEADLINE FOR BIDDER QUESTIONS. 2/5/2021 at 3 p.m. Alaska Time.

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

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

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 20 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 20 Days.

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

SECTION 00100 – INSTRUCTIONS TO BIDDERS

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

2.0 INTERPRETATIONS AND ADDENDA.

- A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Contracts & Grants Administrator. Interpretations or clarifications considered necessary by the Contracts & Grants Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Contracts & Grants Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda will be posted to the Public Purchase website, and an email sent to any interested bidders on the bidder list notifying them to check the website. The OWNER will make all reasonable attempts to ensure that all plan holders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

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

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

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;

- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the O NER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the Haines Borough Purchasing Code .60 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owed to the O NER per Paragraph 2 .0 of this Section.
- O. Failure to submit all completed documents as required and specified in Section 00 00 Notice of Inviting Bids.

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

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

- A. If a Bid is received by the Haines Borough after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the O NER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, and ambiguous as to its meaning, or in conflict with the O NER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the O NER.
- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of Authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced either above or below the amount of a reasonable Bid to the potential detriment of the O NER.
- I. If a Bid modification does not conform to Article .0 of this Section.

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

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

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

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the ENGINEER of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions except underground utilities which are at or contiguous to the site have been utilized by the ENGINEER of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC .2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the ENGINEER of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 0 0 Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs .2, . , and . of the General Conditions.

- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions surface, subsurface, and underground utilities at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights of way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, Bidder's Examination of Contract Documents and Site herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule set bound herein, or on legible and complete copies thereof, and shall contain the following Sections 00 00, 00 00, the required Bid Security, and any other documents required in Section 00 00 Bid.
- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice president or other corporate officer. The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

9.0 QUANTITIES OF WORK. The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond

therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 2 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 2 percent of the Contract Price see Section 00 00 General Conditions, Article 0 Changes In the WORK .

10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. Substitution requests are not accepted during the bidding process. The procedure for the submittal of substitute or or equal products is specified in Section 0 00 Contractor Submittals.

11.0 SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place stipulated in Section 000 0 Notice In iting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, or faxed Bids will not be considered. All bids will be submitted through Publicpurchase.com. The Bid Security shall be enclosed in the same document with the Bid.

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

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

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

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

A. Any bidder may deliver a modification to a bid through the publicpurchase.com portal.

he modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

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

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

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

17.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of the Contractor's proposal and will be made to the most responsive, responsible Bidder whose Bid complies with all the requirements prescribed as deemed by the selection committee. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. Bidder will be determined on the basis of the best total of the Best Bid proposal as selected by the Selection Committee through the process described below.
 - 1. Prior to the Deadline for Bids, a Selection Committee will be appointed by the Owner.
 - 2. The Selection Committee will meet to review the proposals following the bid opening.

3. The Haines Borough staff will open bids. A bid summary sheet will be compiled without bidder identification, so that the Selection Committee will have no knowledge of which bids were made by which bidders.
4. The bid summary sheet will be delivered to the Selection Committee by the Contracts & Grants Administrator.
5. The Selection Committee will choose the best bid comprised of the Base Bid and any Alternates deemed to be in the best interest of the project and within the approved construction budget. For award purposes, the Haines Borough will add any Alternate to the total Base Bid Amount in Section 00 00 Bid Schedule.
6. The Selection Committee will identify in order from low to high ranking the bids received for the project and the results will be posted.

18.0 EXECUTION OF AGREEMENT.

- A. All Bids of value greater than 25,000 must be approved by the Borough Assembly. After the Borough Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00 00, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 30 Days calendar from the date of the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

19.0 LIQUIDATED DAMAGES. Provisions for liquidated damages if any, are set forth in Section 00 00 Agreement.

20.0 FILING A PROTEST.

- A. A Bidder may protest the proposed award of a competitive sealed Bid by the Borough. The protest shall be executed in accordance with the following
 1. A party may protest award to any other party of a competitive sealed bid or competitive sealed proposal, but such protest shall be heard only if protests have also been filed against the award recommended by the Borough and against any other bid or proposal having a higher ranking than that of the party filing the protest.
 2. A party shall provide written notice of intent to protest. Notice of intent to protest shall be delivered to the purchasing officer by 4:00 p.m. Alaska time the working day following posting by the Borough of a notice of apparent low bidder or successful proposer. Late notices of intent to protest shall not be considered. The notice of intent to protest shall include the name and address of the protestor and a brief description of the grounds for the protest.
 1. A written protest shall be filed with the Borough Manager within five working days after posting of notice of apparent low bidder or successful proposer.

- . A written protest shall, at a minimum, contain the following
 - i. the name, address, and telephone number of the interested party filing the protest;
 - ii. the signature of the interested party or the interested party's representative;
 - iii. Identification of the proposed award at issue;
 - iv. A statement of the legal or factual grounds for the protest;
 - v. Copies of all relevant documents;
- . The Borough Manager shall reject an untimely or incomplete protest.
- 6. If a timely and complete protest is filed, the award of the contract shall be stayed until the protest is resolved, unless the Borough Manager determines in writing that award of the contract pending resolution of the protest is in the best interests of the Borough.
 - . The Borough Manager shall issue a written response to the protestor within ten working days of the date the protest is filed. If multiple protests have been filed, they may be consolidated for purposes of the response. Copies of the response shall be provided to any other protestor requesting one. The response may include an amendment of all or any part of the recommended award. The manager may, upon written request of the purchasing officer, for good cause shown, extend the date for the purchasing officer's response for such additional period as may be necessary.
 - . A protestor aggrieved by the Borough Manager's response pursuant to subsection 6. of this section may request review by the Borough Assembly.
 - . The protestor may seek review of the Borough Manager's response by providing written notice of intent to request review. The protestor shall notify the Borough Manager of the intent to request review by 5:00 p.m. Alaska time the working day following issuance of the Borough Manager's response. Late notices shall not be considered. A written request for review shall be filed within five working days after the response is issued by the purchasing officer. The notice of intent to request review and the written request for review shall be in the same form as provided in subsections 2., 3., and 4. of this section.
- 7. Upon receipt of a timely and complete request for review of the Borough Manager's response, the matter shall be forwarded to the Borough Assembly and a hearing date shall be established. Once the hearing date has been established, all bidders or proposers shall be notified of the hearing in writing.
 - . The Borough Assembly shall conduct a hearing and issue a recommendation within seven calendar days of the date the referral is made to the Assembly. The Borough Assembly may, by written notice to all bidders or proposers, extend this seven day period to a maximum of 10 days. Hearings shall be conducted informally, with due regard for the rights of the parties involved. Hearings shall be recorded.
- 8. The Borough Assembly's recommendation shall be based on the provisions of the Contract Documents interpreted in light of applicable state case law and generally accepted principles of government purchasing as set forth in standard treatises, decisions of the United States Comptroller General, and similar authorities. The recommendation shall contain findings of fact and conclusions of law.
 - . The recommendation
 - i. May include the following

- a. A recommendation that a designated bid in a competitive sealed bid or proposal process be accepted as the lowest qualified bid or proposal; or
 - b. A recommendation that one or more bids or proposals be considered or rejected or that the procurement process at issue be canceled;
- ii. Shall not, except to the extent necessary to correct a failure to follow the procedures required by this chapter, include a recommendation for
- a. An amendment of the specifications for a bid or request for proposals;
 - b. A change in the criteria for selection of a proposal; or
 - c. An amendment, reordering, or reassessment of any qualitative judgment in the rating of a proposal;
- iii. Shall not include a recommendation for
- a. Selection or rejection of any additive or deductive alternate; or
 - b. The payment of money, including attorney's fees, by the Borough or any party, provided that the recommendation may recommend a refund of protest fees or payment of bid preparation costs by the Borough to one or more bidders or proposers;
- iv. Shall be forwarded to the Borough Manager or Borough Assembly, as appropriate, for consideration in the award of the contract.
- v. The protest procedures established by this section, may be adapted for a procurement as necessary to maintain eligibility for state or federal funding for that procurement, provided that no such adaptation may authorize the Borough Assembly to grant a form of relief prohibited by subsection .iii. of this section.

21.0 CONTRACTOR'S GOOD STANDING WITH BOROUGH FINANCE DEPARTMENT.

Contractors must be in good standing with the Borough prior to award, and prior to any contract renewals, and in any event no later than seven business days following notification by the Borough of intent to award as indicated in the Posting Notice of Bids. Good standing means all amounts owed to the Borough are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the Borough, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all Borough reporting obligations such as sales tax registration and reporting and business personal property declarations. Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the Borough Finance Department's Sales Tax Division at 609-666-0606 for sales tax issues, Assessor's Office at 609-666-0600 for business personal property issues.

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

23.0 LOCAL BIDDER PREFERENCE. There will be no local bidder preference.

SECTION 00300 – BIDS

BID TO: THE HAINES BOROUGH

he undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the O NER in the form included in the Contract Documents as defined in Article of Section 00 00 Agreement to perform the ORK as specified or indicated in said Contract Documents entitled

Haines Borough WWTP Phase IV Electrical Upgrades Contract No. HB 21-02

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice In iting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

his Bid will remain open for the period of time stated in the Notice In iting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice In iting Bids and the Instructions to Bidders, and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.

Bidder has familiarized itself with the nature and extent of the Contract Documents, ORK, site, locality where the ORK is to be performed, the legal requirements federal, state and local laws, ordinances, rules, and regulations , and the conditions affecting cost, progress or performance of the ORK and has made such independent in estigations as Bidder deems necessary.

his Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any ad antage o er any other Bidder or o er O NER.

6. o all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the ORK required under the Contract Documents within the Contract ime stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price s named in the aforementioned Bid Schedule.

Bidder has examined copies of all the Contract Documents including the following Addenda receipt of all of which is hereby acknowledged by the Undersigned

Addenda No.	Date Issued	Addenda No.	Date Issued
Addenda No.	Date Issued	Addenda No.	Date Issued
Addenda No.	Date Issued	Addenda No.	Date Issued
Addenda No.	Date Issued	Addenda No.	Date Issued

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

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

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

TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:

Bid, Section 00 00 includes addenda receipt statement

Completed Bid Schedule, Section 00 0

Bid Security Bid Bond, Section 00 20, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 000 0

Contractor Financial Responsibility, Section 00 0

10. The apparent low Bidder is required to complete and submit the following documents by 4:00 p.m. on the **fifth business day** following the date of the Posting Notice.

Subcontractor Report, Section 00 60

The apparent low Bidder who fails to submit the completed Subcontractor Report within the time specified in Section 00 60 Subcontractor Report, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.

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

Agreement Forms, Section 00 00

Performance Bond, Section 006 0

Payment Bond, Section 00620 - Not applicable

Certificates of Insurance, CONTRACTOR Section 00 00 and Section 00 00

BID MODIFICATION FORM

Modification Number _____ Modification Page _____ of _____.

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

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

Base (or Additive Alternate) Bid Total Increase or Decrease: \$ _____

Name of Bidding Firm

Responsible Party Signature

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

SECTION 00310 – BID SCHEDULE

Complete and submit the following Bid Schedule s for construction of

**Haines Borough WWTP Phase IV Electrical Upgrades
Contract No. HB 21-02**

Furnish all labor, equipment and materials for the following work as defined in the Contract Documents

Pay Item No.	Pay Item Description	Unit	Quantity	Unit Price	Amount
	Electrical Upgrades	Lump Sum			

Total Base Bid Amount in Figures: \$ _____

Total Base Bid Amount in Words: _____

Date: _____ **Bidder:** _____
(Company Name)

SECTION 00320 – BID BOND

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

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

**Haines Borough WWTP Phase IV Electrical Upgrades
Contract No. HB 21-02**

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

SIGNED AND SEALED, this _____ day of _____, 20____.

SEAL
Principal
By
Signature

SEAL
Surety
By
Signature

SECTION 00360 – SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract ***on the fifth business day*** following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 0 . . ***If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below:***

Subcontractor Name and Address	AK Contractor License No. & AK Business License No.	Contact Name & Phone Number	Type of Work	Contract Amount (\$)	DBE? (Y/N)
1.					
2.					
3.					
4.					

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

CON RAC OR, Authorized Signature

CON RAC OR, Printed Name

COMPAN

SECTION 00360 – SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor
1. fails to comply with AS 0 . . . ;
 2. files for bankruptcy or becomes insolvent;
 3. fails to execute a contract with the Bidder in showing performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
 4. fails to obtain bonding;
 5. fails to obtain insurance acceptable to the OWNER;
 6. fails to perform the contract with the Bidder in showing work for which the Subcontractor was listed;
 1. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
 2. refuses to agree or abide with the Bidder's labor agreement; or
 3. is determined by the OWNER not to be responsible.
 7. is not in Good Standing with the OWNER as required in Article 2 .0 in Section 00 00 Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may
1. cancel the contract; or
 2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

SECTION 00370 – CONTRACTOR’S FINANCIAL RESPONSIBILITY

to be considered, all bidders must complete and include this form *at the time of the deadline for bids*. Attach additional sheets as necessary to respond to questions.

Project: Haines Borough WWTP Phase IV Electrical Upgrades

As the General Contractor on this project, I intend to subcontract _____ of the total value of this contract.

A. EXPERIENCE

1. Have you ever failed to complete a contract due to insufficient resources? No _____ Yes _____

If Yes, explain _____

2. Describe arrangements you have made to finance this work _____

3. Have you had previous construction contracts or subcontracts with the Haines Borough? No _____ Yes _____

4. Describe your most recent or current contract, its completion date, and scope of work _____

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

6. Per Alaska Statute 6.02.00, on previous public contracts, have you ever failed to pay a subcontractor within eight working days after receiving payment from the Owner for projects occurring within the last _____ years? No _____ Yes _____

If Yes, please attach a detailed explanation of each occurrence.

B. EQUIPMENT

1. Describe below, and or as an attachment, the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE

2. Do you propose to purchase any equipment for use on this project not listed on table B
 No es

If ES, describe type, quantity, and approximate cost

3. Do you propose to rent any equipment for this work not listed on table B No es

If ES, describe type and quantity

4. Is your bid based on firm offers for all materials necessary for this project No es

If NO, please explain

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

Contractor

Name and Title of Person Signing

Signature

Date

SECTION 00500 – AGREEMENT

HIS AGREEMENT is between **The Borough of Haines** hereinafter called OWNER and hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule s of the OWNER s Contract Documents entitled **Contract No. HB 21-02, Haines Borough WWTP Phase IV Electrical Upgrades**

The WORK is generally described as follows: The Contractor shall replace the existing 240-volt delta configured, three-phase service and distribution system and the 208Y/120 volt standby-generator with a new 480Y/277 volt three-phase system and equipment. The work includes upgrading the 240 volt system to 208Y/120 volts as shown in the Plans and Specification and as listed below:

- Coordinate the provision of a new service with AP&T to new service equipment mounted on the shop building's exterior. Include the cost of the new service and removal of the old service with the bid.
- Provide new distribution circuits and equipment within the shop and electrical room for both 480Y/277 volt and 208Y/120-volt circuits.
- Replace the 208Y/120 volt, 100 KW generator with a new 480Y/277-volt unit. Include a new automatic transfer switch.
- Replace the existing Motor Control Center with new individual motor controls mounted to the electrical room wall. Replace the control station in the treatment plant with a new control station.
- Replace the interiors of two branch panels and replace on panel supporting the new voltage.
- Replace the belt-filter press control panel with new Owner-furnished equipment.
- Provide circuits and receptacles for wash down pumps.
- Install Owner-furnished booster pump and water heater, and provide circuits and controls.
- Remove all old and abandoned equipment and circuits as illustrated in the Plans.
- Coordinate work with the Owner to maintain plant operations as noted in the Plans. Include the provision of temporary power as needed.
- The system shall be complete and operable.

Davis Bacon wages do apply.

ARTICLE 2. CONTRACT COMPLETION TIME.

All WORK must be completed by **December 31, 2021**.

ARTICLE 3. DATE OF AGREEMENT.

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

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any

extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time.

Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$1,500.00 for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for Contract No. HB 20-08 Haines WWTP Lift Station Pump-Phase II, those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

~~the total amount of this contract shall be~~

in accordance with the provisions of the Contract Documents.

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consists of this Agreement and the following section of the Contract Documents.

- Notice Inviting Bids.
- Instructions to Bidders.
- Bid.
- Bid Schedule.
- Subcontractor Report.
- Contractor Financial Responsibility.
- Insurance Certificates.
- General Conditions.
- Supplementary General Conditions.
- Alaska Labor Standards, Reporting, and Preailing Wage Determination.
- Permits.
- Contractor's Proposal
- Addenda numbers _____ to _____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

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

ARTICLE 8. MISCELLANEOUS.

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

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

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

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

OWNER:

CONTRACTOR:

Haines Borough

Signature

Signature

By

Printed Name, Title

By

Printed Name, Title

Date

Date

OWNER's address for giving notices

CONTRACTOR's address for giving notices

0 Third Avenue S.

Haines, AK 99822

066600 06626

Phone

Fax

Phone

Fax

Email

Contractor's License No.

SECTION 00500 – AGREEMENT

CERTIFICATE

if Corporation

S A E OF

SS

COUN OF

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

RESOLVED, that _____, as

President of
the Corporation, be and is hereby authorized to **execute the Agreement** with the HAINES
BOROUGH and this corporation and that the execution thereof, attested by the Secretary of
the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this
Corporation.

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

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

Secretary

SEAL

SECTION 00500 – AGREEMENT

CERTIFICATE
of Partnership

S A E OF

SS

COUN OF

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

RESOLVED, that _____, as
_____ of the Partnership, be and is hereby authorized to **execute the**
Agreement with the HAINES BOROUGH and this partnership and that the execution thereof,
attested by the _____ shall be the official act and deed of this Partnership.

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

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

Secretary

SEAL

SECTION 00500 – AGREEMENT

CERTIFICATE

if Joint enture

S A E OF

SS

COUN OF

I HEREB CER IF that a meeting of the Principals of a
joint enture existing under the laws of the State of , held on ,
20 , the following resolution was duly passed and adopted

RESOL ED, that _____, as
of the Joint enture, be and is hereby authorized to **execute the**
Agreement with the HAINES BOROUGH and this joint enture and that the execution
thereof, attested by the shall be the official act and deed of this joint
enture.

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

IN I NESS HEREOF, I ha e hereunto set my hand and affixed the official seal of
the corporation this _____ day of _____, 20_____.

Secretary

SEAL

SECTION 00610 – PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that we
name of Contractor a _____ Corporation, Partnership, Individual
hereinafter called PRINCIPAL and _____ Surety
of _____ State hereinafter called the SURETY, are held and firmly bound to the
HAINES BOROUGH of HAINES, ALASKA hereinafter called OWNER, for the penal sum of
_____ dollars

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

THE CONDITION OF HIS OBLIGATION is such that whereas, the CONTRACTOR has
entered into a certain contract with the OWNER, the effective date of which is the Haines Borough to
fill in effective date _____, a copy of which is hereto attached and made a part
hereof for the construction of

**Haines Borough Tlingit Park Design & Build Project
Contract No. HB 21-02**

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

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

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

SECTION 00610 – PERFORMANCE BOND

**Haines Borough Tlingit Park Design & Build Project
Contract No. HB 21-02**

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

CONTRACTOR:

By _____
Signature

Printed Name

Company Name

Mailing Address

City, State, Zip Code

SURETY:

By _____ Date Issued
Signature of Attorney in Fact

Printed Name

Company Name

Mailing Address

City, State, Zip Code

(AFFIX SURETY’S SEAL)

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

SECTION 00620 – PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that we
name of Contractor a _____ Corporation, Partnership, Individual
hereinafter called PRINCIPAL and _____ Surety of
_____ State hereinafter called the SURETY, are held and firmly bound to the
HAINES BOROUGH of HAINES, ALASKA hereinafter called OWNER, for the penal sum of
_____ dollars
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF HIS OBLIGATION is such that whereas, the CONTRACTOR has
entered into a certain contract with the OWNER, the effective date of which is _____ the Haines Borough to
fill in effective date _____, a copy of which is hereto attached and made a part
hereof for the construction of

**Haines Borough Tlingit Park Design & Build Project
Contract No. HB 21-02**

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

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

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

SECTION 00620 – PAYMENT BOND

**Haines Borough Tlingit Park Design & Build Project
Contract No. HB 21-02**

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

CONTRACTOR:

By _____
Signature

Printed Name

Company Name

Mailing Address

City, State, Zip Code

SURETY:

By _____ Date Issued
Signature of Attorney in Fact

Printed Name

Company Name

Mailing Address

City, State, Zip Code

(AFFIX SURETY’S SEAL)

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

SECTION 00700 – GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS.

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

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

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

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

ENGINEER The ENGINEER is the firm or person selected by the Borough to perform the duties of project inspection and management. The Borough will inform the CONTRACTOR of the identity of the ENGINEER at or before the Notice to Proceed.

ENGINEER of Record The individual, partnership, corporation, joint venture or other legal entity legally responsible for preparation of Design and Construction Documents for the project.

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

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

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

Borough Haines Borough

Borough Project Manager The authorized representative of the Borough Public Facilities Department, as OWNER, who is responsible for administration of the contract.

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

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

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

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

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

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

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

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

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

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

General Requirements Division of the Technical Specifications.

Hazardous Waste The term Hazardous Waste shall have the meaning provided in Section 100 of the Solid Waste Disposal Act 2 USC Section 60 as amended from time to time.

Holidays The Haines Borough legal holidays occur on

- A. New Year's Day January
- B. Martin Luther King's Birthday Third Monday in January
- C. President's Day Third Monday in February
- D. Memorial Day Last Monday in May
- E. Independence Day July
- F. Labor Day First Monday in September
- G. Alaska Day October
- H. Veteran's Day November
- I. Thanksgiving Day Fourth Thursday and the following Friday in November
- J. Christmas Day December 25.

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

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

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

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

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

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

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

Notice of Completion A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER. This filing starts the 90 day lien filing period on the WORK.

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

OWNER The Haines Borough, acting through its legally designated officials, officers, or employees.

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

PCB's Polychlorinated biphenyls.

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

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

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

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

Specifications Same definition as for Technical Specifications hereinafter.

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

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

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

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

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

Supplier A manufacturer, fabricator, supplier, distributor, material man, or vendor.

Technical Specifications Divisions through 6 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

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

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

ARTICLE 2. PRELIMINARY MATTERS.

2. **DELIVER OF BONDS INSURANCE CERTIFICATES.** When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 **COPIES OF DOCUMENTS.** The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
2. **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED.** The Contract time will start to run on the commencement date stated in the Notice to Proceed. If no date is stated, Contract time shall commence upon the date of the Notice to Proceed is issued.
2. **STARTING THE WORK**
 - A. The CONTRACTOR shall begin to perform the WORK within 0 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.
 - B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the

ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.

C. The CONTRACTOR shall submit to the ENGINEER for review those documents necessary to confirm the conformance of work or materials to the Contract Documents.

2. PRE CONSTRUCTION CONFERENCE. A pre-construction conference is not needed.

2.6 FINALIZING CONTRACTOR SUBMITTALS. At least _____ days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ENGINEER and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include its project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than _____ hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed until CONTRACTOR submittals are finalized.

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

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any WORK, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well known technical or construction industry or trade meaning are used to describe WORK, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article _____ of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code whether or not specifically incorporated by reference in the Contract Documents shall be effective to change the duties and responsibilities of the ENGINEER, OWNER, the CONTRACTOR, or the ENGINEER of Record or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6. _____, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the

CONTRACTOR shall not proceed with the WORK affected thereby except in an emergency as authorized by the ENGINEER until a clarification Field Order, or Change Order to the Contract Documents has been issued.

2. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows

- 1. Permits from other agencies as may be required by law, excepting the definition of Permittee in these permits.
- 2. Field Orders
 - 1. Change Orders
 - 2. ENGINEER's written interpretations and clarifications.
 - 3. Agreement
- 6. Addenda
 - 1. CONTRACTOR's Bid / Bid Form
 - 2. Supplementary General Conditions
 - 3. Notice Inviting Bids
- 10. Instructions to Bidders
 - 1. General Conditions
 - 2. Technical Specifications
 - 3. Drawings

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

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
 - 1. Addenda Change Order drawings govern over contract Drawings
 - 2. Contract Drawings govern over standard details

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

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

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

4. AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights of way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights of way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a

written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

2. PHYSICAL CONDITIONS SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 2.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the ENGINEER of Record in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

B. Existing Structures. Reference is made to SGC 2.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures except Underground Utilities referred to in Paragraph 3. herein which are at or contiguous to the site that have been utilized by the ENGINEER of Record in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

3. DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall promptly upon discovery but in no event later than 10 days thereafter and before the following conditions are disturbed, notify the ENGINEER, in writing of any

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCBs, petroleum or any other substance or material posing a threat to human or to the environment.
2. Subsurface or latent physical conditions at the site differing from those indicated.
 1. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.

B. The ENGINEER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do include hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or included hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

4. PHYSICAL CONDITIONS UNDERGROUND UTILITIES

- A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER of Record by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and or Section 000 Protection and Restoration of Existing Facilities, the OWNER and the ENGINEER of Record shall not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.
- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 000 Protection and Restoration of Existing Facilities of the General Requirements.

REFERENCE POINTS

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

ARTICLE 5. BONDS AND INSURANCE.

PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date of Substantial Completion except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 000 amended by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 30 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.

- C. All Bonds required by the Contract Documents to be purchased and maintained by CON RAC OR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

.2 INSURANCE

- A. The CON RAC OR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CON RAC OR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph .6, but the CON RAC OR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CON RAC OR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an A Excellent general policy holder's rating and a Class II financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CON RAC OR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained or the certificates or other evidence thereof shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein except for Workers Compensation and Employer's Liability shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as additional insureds under the policies. The CON RAC OR shall purchase and maintain the following insurance
1. Workers Compensation and Employer's Liability. This insurance shall protect the CON RAC OR against all claims under applicable state workers compensation laws. The CON RAC OR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers Compensation law. This policy shall include an all states endorsement. The CON RAC OR shall require each Subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CON RAC OR's Workers Compensation Insurance. In case any class of employees is not protected, under the Workers Compensation Statute, the CON RAC OR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CON RAC OR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CON RAC OR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
 3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CON RAC OR against all claims for injuries to members of the public

and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this contract.

- . Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the CONTRACTOR's own policy, in like amount.
- . Builder's Risk. This insurance shall be of the all risks type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES.

6. SUPERVISION AND SUPERINTENDENCE

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

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent

thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime WORK or the performance of WORK on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.

- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime WORK, i.e., work in excess of hours in any one calendar day or 0 hours in any one calendar week, even though such overtime WORK may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime WORK only in the event extra WORK is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime WORK and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime WORK of a similar nature in the same locality.
 - C. All costs of inspection and testing performed during overtime WORK by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The ENGINEER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
 - D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start up, and completion of the WORK.
 - E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence including reports of required tests as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER's of Record consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs . C and . D.
 - F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to properly perform the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
 - G. Any person employed by the CONTRACTOR or by any SUBCONTRACTOR who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
6. ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the Contract Documents

6. SUBSTITUTES OR EQUAL ITEMS. The CONTRACTOR shall submit proposed substitutes or equal items in accordance with the Contract Documents.
6. CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER of Record for the acts and omissions of its subcontractors and their employees to the same extent as the CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any subcontractor and the OWNER or the ARCHITECT nor relieve the CONTRACTOR of any liability or obligation under the contract.

6.6 PERMITS

- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and Bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
 - B. These Contract Documents may require that the WORK be performed within the conditions and or requirements of local, state and or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
6. PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER of Record its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER of Record and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses including attorneys fees and court costs arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
 6. LANS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER of Record, and their officers, agents, and employees against all claims or liability arising

from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.

6. A. ES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
6. 0 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Project site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights of way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER of Record by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER of Record harmless from and against all claims, damages, losses, and expenses including, but not limited to, fees of ENGINEERS of Records attorneys, and other professionals and court costs arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER of Record, their consultants, sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.
6. SAFE AND PROTECTION
 - A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to
 1. all employees on the WORK and other persons and organizations who may be affected thereby;
 2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 - B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
 - C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.
 - D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet (MSDS) shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

- E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CON RAC OR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.
- G. The CON RAC OR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

6.2 SHOP DRAWINGS AND SAMPLES

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

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

6. INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CON RAC OR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER of Record, their consultants, subconsultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER of Record. Such indemnification by the CON RAC OR shall include but not be limited to the following
 - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CON RAC OR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CON RAC OR, its employees, agents, or third parties;
 - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CON RAC OR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, or the ENGINEER of Record;
 - 3. Liability or claims arising directly or indirectly from or based on the violation of any law,

- ordinance, regulation, order, or decree, whether by the CON RAC OR, its employees, or agents;
 - . Liability or claims arising directly or indirectly from the use or manufacture by the CON RAC OR, its employees, or agents in the performance of this contract of any copyrighted or non copyrighted composition, secret process, patented or non patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.
 - . Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the ENGINEER, OWNER or any other parties by the CON RAC OR, its employees, or agents;
6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CON RAC OR, its employees, or agents; and,
- . Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CON RAC OR.
- B. The CON RAC OR shall reimburse the OWNER and the ENGINEER of Record for all costs and expenses, including but not limited to fees and charges of ENGINEERS of Record, attorneys, and other professionals and court costs including all costs of appeals incurred by the OWNER, and the ENGINEER of Record in enforcing the provisions of this Paragraph 6. .
- C. The indemnification obligation under this Paragraph 6. shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CON RAC OR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
6. CON RAC OR'S DAILY REPORTS. The CON RAC OR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., included in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each WORK day. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER. The CON RAC OR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.
- 6.6 ASSIGNMENT OF CONTRACT. The CON RAC OR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CON RAC OR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CON RAC OR and to its assignee or transferee, growing out of such termination.
6. CON RAC OR'S RESPONSIBILITY FOR UTILITIES PROPER AND SERVICES. It is understood that any turn on, or turn off line locates and any other WORK or assistance necessary by the Haines Borough Water Utilities Division, will be at the CON RAC OR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions and will be considered incidental to the Project cost. Billing to the CON RAC OR will be direct from the Haines Borough Water Utilities Division.
6. OPERATING AGREEMENTS
- A. The CON RAC OR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in service section of the Haines Borough water system. The request must be submitted at least 24 hours prior to operating any valves. The Haines Borough Utilities Department reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The CON RAC OR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.

- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the OWNER or any other party, caused by unauthorized operation of any valve of the Haines Borough water system.
6. CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is not permitted to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 00 a.m. or after 000 p.m., Monday through Friday, or before 00 a.m. or after 000 p.m., Saturday and Sunday, unless written approval is first granted by a Borough Official or the ENGINEER.

ARTICLE 7. OTHER WORK.

7. RELATED WORK ASSISTANCE

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

ARTICLE 8. OWNER'S RESPONSIBILITIES.

1. COMMUNICATIONS

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

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

2. PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs . . . , . . . and . . . 0.

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

4. CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 0. F.

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

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

7. TERMINATION OF AGREEMENT. Paragraphs .2 and . . . deal with the OWNER's right to terminate services of the CONTRACTOR.

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION.

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

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

3. PROJECT REPRESENTATION. The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority of any such Inspector and assistants will be as provided in the Supplementary General Conditions.

4. CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents in the form of Drawings or otherwise as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

5. AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK in a manner that minimizes the impact . . . 5

to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 10 or 12.

6. REJECTING OR ACCEPTING DEFECTIVE WORK. The ENGINEER will have authority to reject or accept WORK which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 1. G, whether or not the WORK is fabricated, installed, or completed.

10. CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or other equal items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 13.

11. DECISIONS ON DISPUTES

A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 10 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly but in no event later than 30 days after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter except any which have been waived by the making or acceptance of final payment as provided in Paragraph 1. 2 will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

12. LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.

- B. Whenever in the Contract Documents the terms as ordered, as directed, as required, as allowed, as reviewed, as approved, or terms of like effect or import are used, or the adjectives reasonable, suitable, acceptable, proper, or satisfactory or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph . C or . D.
- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

ARTICLE 10. CHANGES IN THE WORK.

10. GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and or a Change Order issued by the ENGINEER.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract time as the result of a Field Order, a claim may be made as provided in Articles and 2.
- C. If the OWNER and CONTRACTOR agree on the value of any WORK, or the amount of Contract time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the WORK pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of time and Materials so as to minimize the impact on and delays to the WORK, and a claim may be made therefor as provided in Articles and 2.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract time with respect to any WORK performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncoiling WORK as provided in Paragraph . G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering

- 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 0. A;
- 2. changes required because of acceptance of Defective WORK under Paragraph . . ;
- 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
- 4. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph . . .

G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

0.2 ALLOWABLE VARIATIONS

- A. In the event of an increase or decrease in bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, whether such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 2% of the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated WORK, the price of the eliminated WORK shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated WORK, said price shall be determined in accordance with the provisions of Article . . .

ARTICLE 11. CHANGE OF CONTRACT PRICE.

1. GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly but in no event later than 30 days after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts direct, indirect, and consequential to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph . A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount in vol ed. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph . B.
- C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways

- 1. where the WORK in vol ed is covered by unit prices contained in the Contract

delivered to the WORK site less trade discount. The OWNER reserves the right to furnish materials for the extra WORK and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.

D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
2. Before construction equipment is used on the extra WORK, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
4. Individual pieces of equipment or tools having a replacement value of 200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. Equipment. Unless otherwise agreed to in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication Rental Rate Blue Book available online at <http://www.equipmentwatch.com/rbb.htm> or contact Equipment Watch at 800-662-2222.

E. Equipment on the WORK Site. The rental time to be paid for equipment on the WORK site shall be the time the equipment is in productive operation on the extra WORK being performed and, in addition, shall include the time required to move the equipment to the location of the extra WORK and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra WORK, even though located at the site of the extra WORK. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra WORK on other than the extra WORK. The following shall be used in computing the rental time of equipment on the WORK site.

1. When hourly rates are listed, any part of an hour less than 10 minutes of operation shall be considered to be 1/2 hour of operation, and any part of an hour in excess of 10 minutes will be considered one hour of operation.
2. When daily rates are listed, any part of a day less than 12 hours operation shall be considered to be 1/2 day of operation. When owner operated equipment is used to perform extra WORK to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs 10.1, 10.2, and 10.3, following.
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 10.4.

. D, herein.

- . Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the WORK site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra WORK, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph . B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
- . The direct cost of equipment rental and labor, computed as provided herein, will be added to the allowances for equipment rental and labor as provided in Paragraph . , herein.

F. Specialty WORK. Specialty WORK is defined as that WORK characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty WORK

- . Any bid item of WORK to be classified as Specialty WORK shall be listed as such in the Supplementary General Conditions. Specialty WORK shall be performed by an entity especially skilled in the work to be performed. After validation of in prices and determination of market values by the ENGINEER, in prices for Specialty WORK based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- 2. When the CONTRACTOR is required to perform WORK necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the WORK performed at the off site facility may, by agreement, be accepted as Specialty WORK and accordingly, the in prices for the WORK may be accepted without detailed itemization.
- . All in prices for specialty WORK will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph . , herein, an allowance of percent will be added to in prices for specialty WORK.

G. Sureties. All WORK performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety Bonds or supplemental surety Bonds shall be submitted to the OWNER for review prior to the performance of any WORK hereunder.

. CONTRACTOR'S FEE

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

Actual Overhead and Profit Allowance

Labor.....
Materials..... 0
Equipment..... 0

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

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

EXCLUDED COSTS.

A. The term Cost of the WORK shall not include any of the following

- 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals of partnership and sole proprietorships, general managers, ENGINEERS, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the WORK, or not specifically covered by paragraph 1, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
 - 1. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
 - 2. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same except for the cost of premiums covered by paragraph 1 above.
 - 3. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 1.

ARTICLE 12. CHANGE OF CONTRACT TIME.

2. GENERAL

A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time or Milestones shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly but in no event later than 30 days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and shall

be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract time shall be determined by the ENGINEER in accordance with Paragraph 1. If the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this paragraph. An increase in Contract time does not mean that the CONTRACTOR is due an increase in Contract Price. Only Compensable time extensions will result in an increase in Contract Price.

B. All time limits stated in the Contract Documents are of the essence of the Agreement.

C. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract times or Milestones due to delay beyond the control of CONTRACTOR, the Contract times or Milestones will be extended in an amount equal to the time lost on the critical path of the Project due to such delay if a claim is made therefor as provided in paragraph 2. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 1, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

D. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract times or Milestones due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract times or Milestones in an amount equal to the time lost on the critical path of the Project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from i) delays caused by or within the control of CONTRACTOR, or ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 1.

2.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 30 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of contract time. The ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the WORK when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 30 year recurrence interval, as determined by the National Weather Service, or equivalent state or federal agency.

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

1. WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all WORK will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All Defective WORK, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

2. ACCESS TO WORK. The OWNER, ENGINEER of Record, their consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental

agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

INSPECTIONS AND TESTS

- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or or equal to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER unless otherwise specified.
- C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
- E. If any WORK including the work of others anticipated under paragraph . that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
- F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recored at the CONTRACTOR's expense.
- G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of ENGINEERS of Record, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the

Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 1 and 2.

- . OBLIGATION TO STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform WORK in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- . CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all Defective WORK, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non defective WORK. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of ENGINEERS of Record, attorneys, and other professionals made necessary thereby.

.6 ONE YEAR CORRECTION PERIOD

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non defective WORK, and ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of ENGINEERS of Record, attorneys and other professionals will be paid by the CONTRACTOR.
- B. Where Defective WORK and damage to other WORK resulting therefrom has been corrected, removed or replaced under this paragraph .6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- . ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of Defective WORK, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such Defective WORK. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION.

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

2. UNI PRICE BID SCHEDULE. Progress payments on account of Unit Price ORK will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENTS

A. Unless otherwise prescribed by law, on the 2nd of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the ORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. The Application for Payment shall identify, as a sub total, the amount of the CONTRACTOR's total Earnings to Date, plus the value of Materials Stored at the Site which have not yet been incorporated in the ORK, and less a deductive adjustment for materials installed which were not previously incorporated in the ORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the ORK.

C. The Net Payment Due the CONTRACTOR shall be the above mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article of the General Conditions until 0 of the contract amount has been paid. The remaining 0 of the contract amount shall be retained until

- 1. final inspection has been made;
- 2. completion of the project;
- 3. acceptance of the project by the OWNER and;
- 4. the OWNER has received notification from the Alaska Department of Labor that the CONTRACTOR has no outstanding wage hour violations.

D. The value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the ORK but delivered and suitably stored at the Project site or at another location agreed to in writing; provided, each such individual item has a value of more than 000 and will become a permanent part of the ORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances which are hereinafter in these General Conditions referred to as Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.

CONTRACTOR'S ARRANGEMENT OF TITLE. The CONTRACTOR warrants and guarantees that title to all ORK, materials, and equipment covered by an Application for Payment, whether incorporated in the ORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS

A. The ENGINEER will, within seven days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for review and provide reasons for recommending non payment of the disputed

amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will be subject to the provisions of Paragraph 1. B. become due and when due will be paid by the OWNER to the CONTRACTOR.

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

6.6 PARTIAL UTILIZATION

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

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

6.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining WORK items referred to in Paragraph 6.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, record as built documents as provided in the General Requirements and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to the OWNER of all liens arising out of or filed in connection with the WORK.

6.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying

documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within _____ days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.

B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items

1. Liquidated damages, as applicable.
2. Two times the value of outstanding items of correction WORK or punch list items yet uncompleted or uncorrected, as applicable. All such WORK shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

10. RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

A. After executing the necessary documents to initiate the lien period, and not more than _____ days thereafter based on a _____ day lien filing period and _____ day processing time, the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph _____. B.

B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have _____ days to complete any outstanding items of correction WORK remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the _____ days, referred to in Paragraph _____. 0A, the amounts withheld pursuant to the provisions of Paragraph _____. B herein, for all remaining WORK items will be returned to the CONTRACTOR; provided, that said WORK has been completed or corrected to the satisfaction of the OWNER within said _____ days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

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

12. FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph _____. 0A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph _____. herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph _____. herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION.

1. SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 30 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of WORK. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 16 and 17.
2. TERMINATION OF AGREEMENT BY OWNER OR CONTRACTOR DEFAULT
 - A. In the event of default by the CONTRACTOR, the OWNER may give 30 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; 2 fail to provide materials or quality of WORK meeting the requirements of the Contract Documents; disregard or violate provisions of the Contract Documents or ENGINEER's instructions; fail to prosecute the WORK according to the approved progress schedule; or, fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
 - B. In the event the Agreement is terminated in accordance with Paragraph 2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.
3. TERMINATION OF AGREEMENT BY OWNER FOR CONVENIENCE. The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except for the value of WORK performed up to the date the Agreement is terminated; and, 2 for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of WORK performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final Application for Payment and payment under Paragraphs 16 and 17.
4. TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 30 days written notice to the OWNER, whenever the WORK has been suspended under the provisions of Paragraph 15, herein, for more than 30 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume WORK or to terminate the Agreement has not been received from the OWNER within this time period; or, 2 the OWNER should fail to pay the CONTRACTOR any monies due to the CONTRACTOR in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 30 day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no

claims against the OWNER except for those claims specifically enumerated in Paragraph . . . , herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16. MISCELLANEOUS.

6. GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 6.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
 - A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
 - B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the Project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
 - C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
 - D. In the event the CONTRACTOR has processed materials from OWNER furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by product, the Haines Borough may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ENGINEER may require that it remain in stockpile; the CONTRACTOR release such stockpiles; or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the Haines Borough from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the Haines Borough and the CONTRACTOR.
 - E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
6. RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business

hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

6. ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra WORK, such orders shall be covered by an appropriate contract change document.
6. CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All WORK over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued by the U.S. Coast Guard and or the U.S. Army Corps of Engineers, as applicable.
- 6.6 GRAFT AND CONFLICT OF INTERESTS. The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.
6. SUITS OF LAW CONCERNING THE WORK
 - A. Should a suit of law be entered into, either by the CONTRACTOR or the CONTRACTOR's surety against the OWNER, or by the OWNER against the CONTRACTOR or the CONTRACTOR's surety, the suit of law shall be tried in the First Judicial District of Alaska.
 - B. If one of the questions at issue is the satisfactory performance of the WORK by the CONTRACTOR and should the appropriate court of law judge the WORK of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR or the CONTRACTOR's surety shall reimburse the OWNER for all legal and all other expenses as may be allowed and set by the court incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.
6. CERTIFIED PAYROLLS
 - A. All CONTRACTORS or Subcontractor who perform work on a public construction contract for the OWNER shall file a Certified Payroll with the Alaska Department of Labor every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Section 2 ACCLA; and Section 2 SLA 2. Additionally, copies of Certified Payroll filed with Alaska Department of Labor shall be submitted to the ENGINEER.
 - B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 6.0 .0 0 and a statement that the CONTRACTOR is complying with AS 6. 0.0 0.
 - C. Any CONTRACTOR or Subcontractor, who performs work on public construction in the State,

as defined by AS 6.06.00, shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. AS 6.06.00.

6. PREVAILING WAGES - Do not apply to this project.

6.0 EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 2.060.

6. COST REDUCTION INCENTIVE

A. At any time within 30 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.

B. The cost reduction proposal shall contain the following information

1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
5. The contract items of WORK effected by the proposed changes including any quantity variations.
6. A description and estimate of costs the OWNER may incur in implementing the

- proposed changes, such as test and evaluation and operating and support costs.
- . A prediction of any effects the proposed change would have on future operations and maintenance costs to the O'NER.
 - C. The provisions of this section shall not be construed to require the O'NER to consider any cost reduction proposal which may be submitted; nor will the O'NER be liable to the CON RAC OR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the ORK attributable to the consideration or implementation of any such proposal.
 - D. If a cost reduction proposal is similar to a change in the plans or Specifications for the Project under consideration by the O'NER at the time the proposal is submitted, the O'NER will not accept such proposal and reserves the right to make such changes without compensation to the CON RAC OR under the provisions of this section.
 - E. The CON RAC OR shall continue to perform the ORK in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CON RAC OR's cost reduction proposal specifies that a decision should be made by the O'NER, in writing, the cost reduction proposal shall be considered rejected.
 - F. The O'NER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract time and construction costs resulting from the adoption of all or any part of such proposal. Should the CON RAC OR disagree with O'NER's decision on the cost reduction proposal, there is no further consideration. The O'NER reserves the right to make final determination.
 - G. If the CON RAC OR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the O'NER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the ORK attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the O'NER with the estimated net savings amount.
 - H. Acceptance of the cost reduction proposal and performance of the ORK does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract time savings, the total Contract time shall be reduced by an amount equal to the time savings realized.
 - I. The amount specified to the CON RAC OR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of ORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
 - J. The O'NER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The O'NER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CON RAC OR.
 - K. The CON RAC OR shall bear the costs, if any, to revise all Bonds and insurance requirements for the Project, to include the cost reduction ORK.

SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

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

SGC 1 DEFINITIONS. *Remove* the definition for Contract Documents

SGC 2.2 COPIES OF DOCUMENTS. *Remove* the following

The OWNER shall furnish to the CONTRACTOR up to two (2) copies of the Contract Documents which may include bound half size Drawings, if any. Additional quantities of the Contract Documents and full scale Drawings will be furnished at reproduction cost.

SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS. *Remove*

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

- C. In the preparation of the Contract Documents, the Engineer of Record has relied upon
1. Field measurements and visual inspection of the existing structures and surface conditions.
 2. Utility locates provided by the Haines Borough.

SGC 5.2 INSURANCE AMOUNTS. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations

- A. Workers Compensation under Paragraph 5.2C. of the General Conditions as in accordance with AS 29.00
1. State Statutory
 2. Applicable Federal (e.g., Longshore) Statutory

Note If the ORK called for in the Contract Documents in ol es work in or on any na igable waters, the CON RAC OR shall provide orkers Compensation coverage which shall include coverage under the Longshore and Harbor orkers Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on na igable waters.

- . Employers Liability
 - Bodily Injury by Accident 00,000.00 Each Accident
 - Bodily Injury by Disease 00,000.00 Each Employee
 - Bodily Injury by Disease 00,000.00 Policy Limit

- a. CON RAC OR agrees to waive all rights of subrogation against the O NER for ORK performed under contract.
- b. If CON RAC OR directly utilizes labor outside of the State of Alaska in the prosecution of the ORK, Other States endorsement shall be required as a condition of the contract.

B. Commercial General Liability under Paragraph .2C.2 of the General Conditions

- . General Policy ,000,000.00 Each Occurrence
2,000,000.00 Annual Aggregate
- 2. Products Completed Operations ,000,000.00 Each Occurrence
2,000,000.00 Annual Aggregate
- . Personal Injury ,000,000.00 Each Occurrence

C. Commercial Automobile Liability under Paragraph .2C. of the General Conditions including Owned, Hired, and Non Owned ehicles

Combined Single Limit, Bodily Injury and Property Damage ,000,000.00

D. Builder s Risk Builders risk does not apply to this project.

E. Policies shall also specify insurance provided by CON RAC OR will be considered primary and not contributory to any other insurance available to the O NER.

F. All policies will provide for 0 Days written notice prior to any cancellation or nonrenewal of insurance policies required under contract. ill endeavor and but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives wording will be deleted from certificates.

G. he Haines Borough shall be named as an Additional Insured under all liability coverages listed in this Section, except for workers compensation insurance.

SGC 6.6 PERMITS. Remove

SGC 6.20 ANTIDISCRIMINATION CLAUSE.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 101 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

SGC 14.3 APPLICATION FOR PROGRESS PAYMENT. Add the following to Paragraph D.

D. The value of Materials Stored at the site shall be an amount equal to _____.

SGC 14.9 FINAL PAYMENT AND ACCEPTANCE. Add the following paragraph

B. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor ADOL and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security taxes have been paid. A sample letter for this purpose is at the end of this section.

SGC 19 COVID-19 SPECIAL REQUIREMENT. Successful BIDDER is required per State of Alaska Health Mandate 0. to submit a Critical Infrastructure Travel Plan to the State of Alaska and the Haines Borough Manager for approval PRIOR to beginning construction.

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

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

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

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

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

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

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

Contact Information:

Wage and Hour Section

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



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

From the “Consolidated Appropriations Act, 2014” H.R. 3547
(PL113-76, enacted 1/17/2014) , and as codified under section 608 of the
FWPCA (Federal Water Pollution Control Act)

“SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.”



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

CERTIFICATION BY THE OWNER
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

(To be completed by the duly authorized Utility System representative and provided to the Municipal Grants & Loans (MGL) Program prior to start of construction.)

We, the Owner (Utility System) named, _____, having obtained a loan from the State of Alaska Clean/Drinking Water State Revolving Fund, to fund the Project named _____, and identified as Project # _____ hereby submit to the MGL Program, certification from each contractor working on the Project that the use of American Iron and Steel in the construction of the Project complies with the law, or that a waiver has been obtained from the U.S. Environmental Protection Agency.

Signature of Official

Printed name

Date

Attachment: Certification by Owner



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
 USE OF AMERICAN IRON AND STEEL

CERTIFICATION BY BIDDER
 OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
 enacted on 1/17/2014

We, the bidding prime contractor and subcontractors, as named below, hereby certify that all the American iron and steel used in the Project named _____, also identified as Project Loan No _____ will comply with the Use of American Iron and Steel Law, or obtain the necessary waiver(s) from the U.S. Environmental Protection Agency.

Prime Contractor Name: _____

Signature of Official	Printed name	Date
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<u>Subcontractor Name</u>	<u>Signature of Official</u>	<u>Date</u>
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STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date

Company Name

Company Address

City, State Zip

Subject:

American Iron and Steel Step Manufacturer Certification for
Project Name _____

I, _____ (company representative), certify that the _____
(melting, bending, coating, galvanizing, cutting, etc.) process for _____
(manufacturing or fabricating) the following products and/or materials shipped or provided for
the project is in full compliance with the American Iron and Steel requirement as mandated in
EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

Such process took place at the following location: _____(address)

If any of the above compliance statements change while providing material to this project we
will immediately notify the prime contractor and the engineer.

Company representative

Signature

Date

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT**

This statement of acknowledgement is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be completed by each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE Bidder proposed Subcontractor hereby **CERTIFIES:**

PART A. Bidders and proposed subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

NO (go to PART B) YES (go to PART C)

PART B. The company named below (Part C) has submitted the Standard Report Form 100 this year, or intends to at this time.

NO YES

NOTE: Bidders and proposed Subcontractors who file Standard Report Form 100 may also be required to file Form CC-257 Monthly Employment Utilization Report if the project has significant financial impact on a community, or the bidder/subcontractor has signed an agreement to do so. At a minimum, the bidder/subcontractor is required to maintain records which reflect the reporting requirements of CC-257. Standard Report Form 100 and instructions may be obtained by writing to:

EEO-1 Joint Reporting Committee
P.O. Box 19100
Washington, DC 20036-9100
Telephone (866) 286-6440
Email: el.techassistance@eoc.gov

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

(_____)_____
Telephone No.

Address of Company

Zip Code

Project Name

Contract Number

- Joint Reporting Committee
- Equal Employment Opportunity Commission
 - Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 3045-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

OFFICE
USE
ONLY

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

a.

Address (Number and street)

b.

City or town

State

ZIP code

c.

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

d.

Address (Number and street)

City or Town

County

State

ZIP code

e.

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

f.

c. Was an EEO-1 report filed for this establishment last year? Yes No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D-EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)															Total Col A - N
	Race/Ethnicity															
	Hispanic or Latino		Not-Hispanic or Latino													
	Male	Female	Male						Female							
White			Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers 1.1																
First/Mid-Level Officials and Managers 1.2																
Professionals 2																
Technicians 3																
Sales Workers 4																
Administrative Support Workers 5																
Craft Workers 6																
Operatives 7																
Laborers and Helpers 8																
Service Workers 9																
TOTAL 10																
PREVIOUS YEAR TOTAL 11																

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 one 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
COMPLIANCE STATEMENT

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City’s evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

The ___ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of 4.74% participation (with a good faith effort of 3.26% MBE and 1.48% WBE, Effective October 1, 2019 thru September 30, 2022) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.

The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).

We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.

We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.

Company Name _____ RFP/Contract _____

Authorized Signature _____

Title _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
REPORT OF PARTICIPATION**

Project Name _____ RFP/Contract No. _____

Company Name _____ Prepared By _____

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBE/WBE subcontract must be provided to the City by the successful prime contractor. Any changes to the list below must have prior approval by the City. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.

Firm Name	AK Contractor's License No.	Contact Name & Phone No.	Type of Work	Contract Amount	MBE/WBE
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____

Contract(s) Total: \$ _____ MBE/WBE Goal: _____ % Achieved: _____ % = \$ _____

Authorized Representative's Signature _____ Date _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
CONTACT DOCUMENTATION**

Project Name _____ **RFP/Contract No.** _____

Company Name _____ **Authorized Signature/Title** _____

This form is provided for your convenience to document your efforts in meeting DBE (MBE/WBE) utilization goals. You may use additional sheets if needed. If you do not meet the MBE/WBE goal, you may return this form, or other supporting documentation (explanations, advertising notices, solicitations, etc.) with your MBE/WBE Report of Participation.

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____



 EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

 Typed Name & Title of Authorized Representative

 Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

Alaska Revolving Fund Program

Davis Bacon Wage Rate Requirements: Municipal Borrowers

With respect to the Clean Water and Safe Drinking Water State Revolving Funds (CWSRF and DWSRF), EPA provides capitalization grants to each State which in turn provides loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring borrowers' compliance with the wage rate requirements set forth herein, those borrowers shall have the primary responsibility to maintain payroll records and for compliance verification.

The following terms and conditions specify how borrowers of the Alaska State Revolving Fund (SRF) Program will meet Davis-Bacon (DB) requirements. Please contact the SRF Program at srf.eng@alaska.gov or 907-269-7502 with any questions related to applying DB to SRF projects.

1) Applicability of the Davis- Bacon (DB) prevailing wage requirements:

- a) DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Alaska CWSRF and to any construction project carried out in whole or in part by assistance made available by a Alaska DWSRF. If a borrower encounters a unique situation at a site that presents uncertainties regarding DB applicability, the borrower must discuss the situation with the SRF Program¹ before authorizing work on that site.

2) Obtaining Wage Determinations:

- a) Borrowers shall obtain the wage determination at <https://beta.SAM.gov> for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract. If the borrower is a privately-owned utility, they must submit their wage determinations to the SRF Program for approval prior to including in any solicitation documents.
 - (1) While the solicitation remains open, the borrower shall monitor weekly to ensure that the wage determination contained in the solicitation remains current. The borrowers shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation.
 - (2) If the borrower does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the SRF Program, at the request of the borrower, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The borrower shall monitor on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- b) If the borrower carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a

¹ For the purposes of clarity, this document refers to the State Revolving Fund Program where Federal guidance references the recipient.

solicitation, the borrower shall insert the appropriate DOL wage determination into the ordering instrument.

- c) Borrowers shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a borrower's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the borrower shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The borrower's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3) Contract and Subcontract provisions (Full and complete language can be found in 29 CFR 5.5):

- a) The SRF Program shall insure that the borrower² shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds. See Department of Labor Code of Federal Regulations Chapter 29, Subpart A, Section 5.5 (29 CFR 5.5) for additional information.

(1) Minimum wages:

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination

² For the purposes of clarity, this document refers to the borrower where the Federal guidance refers to sub-recipient.

(including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is utilized in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the borrower to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding: The borrower, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records:
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the borrower. Such documentation shall be available on request of the SRF Program or EPA. As to each payroll copy received, the borrower shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the borrower for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the borrower.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), and that such information is correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 of the United States Code (18 USC1001) and 18 USC 231.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees:

(i) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
 - (6) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) Contract termination and debarment: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set

forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and borrower, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility:

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Contract Provision for Contracts in Excess of \$100,000:

- b) Contract Work Hours and Safety Standards Act: The borrower shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation, liability for unpaid wages and liquidated damages: In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages: The borrower, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor

or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- c) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Alaska SRF Program and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4) Compliance Verification

- a) The borrower shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The borrower must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available on the Alaska SRF webpage (<http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund>) or from EPA on request.
- b) The borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Borrowers must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
- c) Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence. The borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the borrower should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the

examinations the borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- d) The borrower shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Items 5(b) and (c) above.
- e) Borrowers must immediately report potential violations of the DB prevailing wage requirements to the SRF DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

Superseded General Decision Number: AK20200001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/19/2021

ASBE0097-001 01/01/2018

Rates Fringes

Asbestos Workers/Insulator
(includes application of all insulating materials protective coverings, coatings and finishings to

all types of mechanical systems).....\$ 38.68 21.57
HAZARDOUS MATERIAL HANDLER
(includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 37.38 19.55

BOIL0502-002 10/01/2017

Rates Fringes

BOILERMAKER.....\$ 46.17 29.70

BRAK0001-002 07/01/2018

Rates Fringes

Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....\$ 40.81 19.77
Tile & Terrazzo Finisher.....\$ 34.79 19.62

CARP1501-001 09/01/2019

Rates Fringes

MILLWRIGHT.....\$ 37.64 23.46

CARP2520-003 09/01/2019

Rates Fringes

Diver
Stand-by.....\$ 42.65 26.51
Tender.....\$ 41.65 26.51
Working.....\$ 82.45 26.51
Piledriver
Piledriver; Skiff Operator and Rigger.....\$ 38.34 26.51
Sheet Stabber.....\$ 38.34 26.51
Welder.....\$ 43.90 26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$1.00 per foot
101 feet and deeper \$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET \$1.00 PER FOOT/DAY
51-100 FEET \$2.00 PER FOOT/DAY
101 FEET AND ABOVE \$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP4059-001 09/01/2019

Rates Fringes

CARPENTER

Including Lather and
Drywall Hanging.....\$ 38.34 26.51

ELEC1547-004 04/01/2020

Rates Fringes

CABLE SPLICER.....\$ 41.27 3% + 27.64
ELECTRICIAN.....\$ 40.94 3% + 27.89

ELEC1547-005 04/01/2020

Line Construction

Rates Fringes

CABLE SPLICER.....\$ 57.79 32.04
Linemen (Including Equipment
Operators, Technician).....\$ 56.04 3%+32.04
Powderman.....\$ 54.04 32.04
TREE TRIMMER.....\$ 37.30 3%+25.79

ELEV0019-002 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 59.11 35.245

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after

Thanksgiving, and Christmas Day

ENGI0302-002 04/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 41.53	24.50
GROUP 1A.....	\$ 43.29	24.50
GROUP 2.....	\$ 40.76	24.50
GROUP 3.....	\$ 40.04	24.50
GROUP 4.....	\$ 33.83	24.50
TUNNEL WORK		
GROUP 1.....	\$ 45.68	24.50
GROUP 1A.....	\$ 47.62	24.50
GROUP 2.....	\$ 44.84	24.50
GROUP 3.....	\$ 44.04	24.50
GROUP 4.....	\$ 37.12	24.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar

types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 07/01/2020

Rates Fringes

IRONWORKER

BENDER OPERATOR.....\$ 38.87 33.79
BRIDGE, STRUCTURAL,

ORNAMENTAL,
REINFORCING

MACHINERY MOVER,
RIGGER,

SHEETER, STAGE
RIGGER,

BENDER OPERATOR.....\$ 38.87 33.79
BRIDGE, STRUCTURAL,

ORNAMENTAL, REINFORCING
MACHINERY MOVER, RIGGER,
SHEETER, STAGE RIGGER,

BENDER OPERATOR.....\$ 38.75 32.63
FENCE, BARRIER INSTALLER...\$ 35.37 33.79
GUARDRAIL INSTALLERS.....\$ 36.37 33.79
GUARDRAIL LAYOUT MAN.....\$ 36.11 33.79
HELICOPTER, TOWER.....\$ 39.87 33.79

LABO0341-001 04/01/2020

Rates Fringes

LABORER (South of the 63rd
Parallel & West of Longitude
138 Degrees)

GROUP 1.....\$ 31.71 28.26
GROUP 2.....\$ 32.71 28.26
GROUP 3.....\$ 33.61 28.26
GROUP 3A.....\$ 36.89 28.26
GROUP 3B.....\$ 40.68 25.55
GROUP 4.....\$ 21.28 28.26
TUNNELS, SHAFTS, AND RAISES
GROUP 1.....\$ 34.88 28.26
GROUP 2.....\$ 35.98 28.26
GROUP 3.....\$ 36.97 28.26
GROUP 3A.....\$ 40.58 28.26
GROUP 3B.....\$ 44.75 25.55

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush
Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke
Setters, Hook Tender, Rigger, Signalman; Concrete

Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

LABO0942-001 04/01/2020

Rates Fringes

Laborers: North of the 63rd
Parallel & East of Longitude
138 Degrees

GROUP 1.....	\$ 31.71	28.36
GROUP 2.....	\$ 32.71	28.36
GROUP 3.....	\$ 33.61	28.36
GROUP 3A.....	\$ 36.89	28.36
GROUP 3B.....	\$ 40.68	25.65
GROUP 4.....	\$ 21.28	28.36
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.36
GROUP 2.....	\$ 35.98	28.36
GROUP 3.....	\$ 36.97	28.36
GROUP 3A.....	\$ 40.58	28.36
GROUP 3B.....	\$ 44.75	25.65

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or

Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all

type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

PAIN1959-001 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates Fringes

PAINTER

BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 31.91	22.37
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 32.43	22.37

PAIN1959-002 07/01/2019

SOUTH OF THE 63RD PARALLEL

Rates Fringes

PAINTER

General Painter.....	\$ 29.75	22.52
Industrial Painter.....	\$ 31.10	22.52
Taper / Paper & Vinyl Hanger.....	\$ 31.00	22.52

PAIN1959-003 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....	\$ 39.40	24.87
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PAIN1959-004 07/01/2019

Rates Fringes

FLOOR LAYER: Carpet.....	\$ 28.75	14.44
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PAIN1959-006 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.61	23.94

PLAS0867-001 04/01/2019

	Rates	Fringes
PLASTERER		
North of the 63rd parallel..	\$ 38.13	21.68
South of the 63rd parallel..	\$ 37.88	21.68

PLAS0867-004 04/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
North of the 63rd parallel..	\$ 38.13	21.68
South of the 63rd parallel..	\$ 37.88	21.68

PLUM0262-002 07/01/2019

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.32	27.62

PLUM0367-002 12/03/2018

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 39.00	26.70

PLUM0375-002 07/01/2019

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.46	28.70

PLUM0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	26.49

ROOF0189-006 09/01/2020

	Rates	Fringes
ROOFER.....	\$ 44.62	16.63

 * SHEE0023-003 07/01/2020

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.30	27.70

 * SHEE0023-004 07/01/2020

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 48.64	27.38

 TEAM0959-003 03/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.94	24.12
GROUP 1A.....	\$ 41.21	24.12
GROUP 2.....	\$ 38.68	24.12
GROUP 3.....	\$ 37.86	24.12
GROUP 4.....	\$ 37.28	24.12
GROUP 5.....	\$ 36.52	24.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"



Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective September 1, 2020

Issue 41

PAMPHLET No. 600

Title 36. Public Contracts

AS 36.05

**DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT**

Wage and Hour Administration

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THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

September 1, 2020

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2020.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2020, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page x.

Sincerely,

A handwritten signature in black ink that reads "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
Commissioner

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Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

*****Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here***

8 AAC 30.051. Purpose. The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

8 AAC 30.052. Board and lodging; remote sites. (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

8 AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

8 AAC 30.056. Alternative arrangement. Upon a contractor’s written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor’s wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

8 AAC 30.900. General definitions (selected excerpts only):

In this chapter and in AS 36

(22) “domiciled resident” means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) “employed on the project” means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

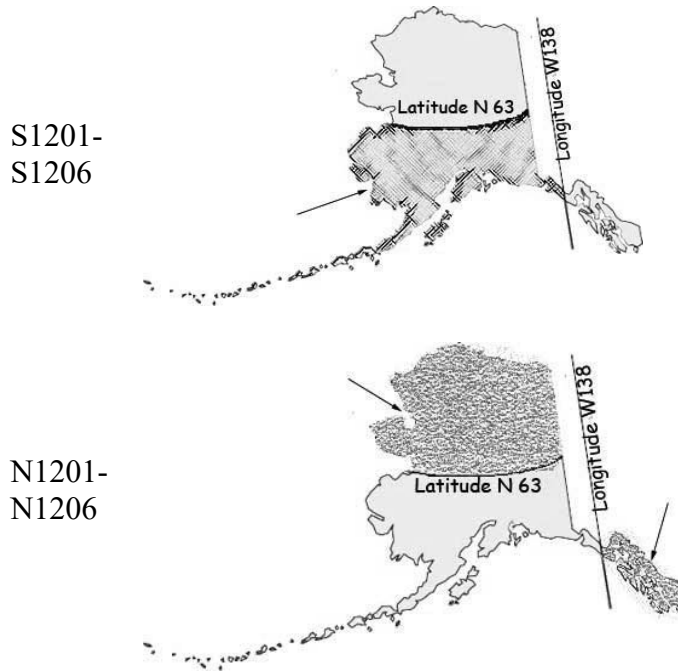
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

Per Diem Rate: As of May 1st, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer’s certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State’s 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

**Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>**

Anchorage

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Fairbanks

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675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour Administration or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

Publications are also available online at <http://labor.alaska.gov/lss/home.htm>

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

Tim Banach, Individual
Boulder Creek Electric

February 23, 2021
February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

*See per diem note on last page

A0101	Boilermaker (journeyman)	46.08	8.57	16.72	1.65	VAC	SAF	76.86
						3.50	0.34	

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.16	9.00	10.05	0.62	L&M		62.03
						0.20		

Bricklayer
 Marble or Stone Mason
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
 Terrazzo Worker
 Tile Setter

A0202	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	L&M		62.03
						0.20		

Cleaner (PCC)

A0203	Marble & Tile Finisher	35.99	9.00	10.05	0.62	L&M		55.86
						0.20		

Terrazzo Finisher

A0204	Torginal Applicator	40.10	9.83	8.50	0.55	L&M	0.87	60.00
						0.15		

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M	SAF	64.95
						0.10	0.10	

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M	SAF	65.49
						0.10	0.10	

Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons

*See per diem note on last page

							L&M	
A0401	Group I, including:	38.38	8.70	11.80	1.43	0.10		60.41
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
A0402	Group II, including:	38.38	8.70	11.80	1.43	0.10		60.41
	Form Setter							
A0403	Group III, including:	38.38	8.70	11.80	1.43	0.10		60.41
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
A0404	Group IV, including:	38.38	8.70	11.80	1.43	0.10		60.41
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
A0405	Group V, including:	38.38	8.70	11.80	1.43	0.10		60.41
	Plasterer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Culinary Workers

A0501	Baker/Cook	28.37	8.40	7.56			LEG	44.33
A0503	General Helper	25.05	8.40	7.56			LEG	41.01
	Housekeeper							
	Janitor							
	Kitchen Helper							
A0504	Head Cook	28.97	8.40	7.56			LEG	44.93
A0505	Head Housekeeper	25.45	8.40	7.56			LEG	41.41
	Head Kitchen Help							

Dredgemen

*See per diem note on last page

A0601	Assistant Engineer	40.76	10.35	13.00	1.00		L&M	65.26
	Craneman							
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
A0602	Assistant Mate (deckhand)	39.60	10.35	13.00	1.00		L&M	64.10
A0603	Fireman	40.04	10.35	13.00	1.00		L&M	64.54
A0605	Leverman Clamshell	43.29	10.35	13.00	1.00		L&M	67.79
A0606	Leverman Hydraulic	41.53	10.35	13.00	1.00		L&M	66.03
A0607	Mate & Boatman	40.76	10.35	13.00	1.00		L&M	65.26
A0608	Oiler (dredge)	40.04	10.35	13.00	1.00		L&M	64.54

Electricians

*See per diem note on last page

A0701	Inside Cable Splicer	41.27	13.90	13.88	0.95		L&M	LEG	70.35
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Electricians								
*See per diem note on last page								
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	40.94	13.90	14.12	0.95		L&M 0.20	LEG 0.15 70.26
A0703	Power Cable Splicer	57.79	13.90	18.92	0.95		L&M 0.20	LEG 0.15 91.91
A0704	Tele Com Cable Splicer	50.53	13.90	16.17	0.95		L&M 0.20	LEG 0.15 81.90
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	56.04	13.90	18.87	0.95		L&M 0.20	LEG 0.15 90.11
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	48.78	13.90	16.11	0.95		L&M 0.20	LEG 0.15 80.09
A0707	Straight Line Installer - Repairman	48.78	13.90	16.11	0.95		L&M 0.20	LEG 0.15 80.09
A0708	Powderman	54.04	13.90	18.81	0.95		L&M 0.20	LEG 0.15 88.05
A0710	Material Handler	26.57	13.33	4.80	0.15		L&M 0.15	LEG 0.15 45.15
A0712	Tree Trimmer Groundman	28.37	13.90	12.59	0.15		L&M 0.15	LEG 0.15 55.31
A0713	Journeyman Tree Trimmer	37.30	13.90	12.86	0.15		L&M 0.15	LEG 0.15 64.51
A0714	Vegetation Control Sprayer	40.85	13.90	12.97	0.15		L&M 0.15	LEG 0.15 68.17
A0715	Inside Journeyman Communications CO/PBX	39.52	13.90	13.83	0.95		L&M 0.20	LEG 0.15 68.55
Elevator Workers								
*See per diem note on last page								
A0802	Elevator Constructor	41.38	15.73	18.41	0.63		L&M 0.48	VAC 4.59 81.22
A0803	Elevator Constructor Mechanic	59.11	15.73	18.41	0.63		L&M 0.48	VAC 6.56 100.92

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR	
Heat & Frost Insulators/Asbestos Workers									
*See per diem note on last page									
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20		SAF 0.12	60.25	
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20		SAF 0.12	60.25	
A0904	Insulator, Group II	38.68	9.24	11.01	1.20		SAF 0.12	60.25	
A0905	Fire Stop	38.68	9.24	11.01	1.20		SAF 0.12	60.25	
IronWorkers									
*See per diem note on last page									
A1101	Ironworkers, including:	38.87	9.51	24.28	0.74		L&M 0.20	IAF 0.24	73.84
	Bender Operators								
	Bridge & Structural								
	Hangar Doors								
	Hollow Metal Doors								
	Industrial Doors								
	Machinery Mover								
	Ornamental								
	Reinforcing								
	Rigger								
	Sheeter								
	Signalman								
	Stage Rigger								
	Toxic Haz-Mat Work								
	Welder								
A1102	Helicopter	39.87	9.51	24.28	0.74		L&M 0.20	IAF 0.24	74.84
	Helicopter (used for rigging and setting)								
	Tower (energy producing windmill type towers to include nacelle and blades)								
A1103	Fence/Barrier Installer	35.37	9.51	23.93	0.74		L&M 0.20	IAF 0.24	69.99
A1104	Guard Rail Layout Man	36.11	9.51	23.93	0.74		L&M 0.20	IAF 0.24	70.73
A1105	Guard Rail Installer	36.37	9.51	23.93	0.74		L&M 0.20	IAF 0.24	70.99

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
N1203	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1203	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07

- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	36.89	8.95	17.81	1.30	0.20	0.20	65.35

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N1205	Group IV	21.28	8.95	17.81	1.30	0.20	0.20	49.74

- Final Building Cleanup
- Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	40.68	6.24	17.81	1.30	0.20	0.20	66.43

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17

- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17

- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
- Crusher Plant Laborer
- Demolition Laborer
- Ditch Digger
- Dumpman
- Environmental Laborer (hazard/toxic waste, oil spill)
- Fence Installer
- Fire Watch Laborer
- Flagman
- Form Stripper
- General Laborer
- Guardrail Laborer, Bridge Rail Installer
- Hydro-seeder Nozzleman
- Laborer, Building
- Landscaper or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

						L&M	LEG	
S1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Guniting Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
S1203	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

S1203	Group III, including:	33.61	8.95	17.81	1.30		L&M	LEG	62.07
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Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

S1204	Group IIIA	36.89	8.95	17.81	1.30		L&M	LEG	65.35
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Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

S1205	Group IV	21.28	8.95	17.81	1.30		L&M	LEG	49.74
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Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	40.68	6.24	17.81	1.30		L&M	LEG	66.43
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Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
Stake Hopper

Millwrights

*See per diem note on last page

A1251	Millwright (journeyman)	40.77	10.08	12.28	1.10		L&M	0.05	64.68
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A1252	Millwright Welder	41.77	10.08	12.28	1.10		L&M	0.05	65.68
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Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	32.99	8.71	13.50	1.08		L&M	0.07	56.35
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	32.99	8.71	13.50	1.08		L&M 0.07	56.35
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- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

N1302	Group II, including:	33.51	8.71	13.50	1.08		L&M 0.07	56.87
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- Bridge Painter
- Epoxy Applicator
- General Drywall Finisher
- Hand/Spray Texturing
- Industrial Coatings Specialist
- Machine/Automatic Taping
- Pot Tender
- Sandblasting
- Specialty Painter
- Spray
- Structural Steel Painter
- Wallpaper/Vinyl Hanger

N1304	Group IV, including:	39.64	8.71	16.37	1.05		0.05	65.82
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- Glazier
- Storefront/Automatic Door Mechanic

N1305	Group V, including:	28.63	8.71	5.02	0.83		0.07	43.26
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- Carpet Installer
- Floor Coverer
- Heat Weld/Cove Base
- Linoleum/Soft Tile Installer

Painters, Region II (South of N63 latitude)

*See per diem note on last page

S1301	Group I, including :	30.33	8.71	14.15	1.08		L&M 0.07	54.34
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- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Painters, Region II (South of N63 latitude)

*See per diem note on last page

S1301	Group I, including :	30.33	8.71	14.15	1.08		L&M 0.07	54.34
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Lead-Based Paint Abatement
Roll
Spray

S1302	Group II, including :	31.58	8.71	14.15	1.08		L&M 0.07	55.59
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General Drywall Finisher
Hand/Spray Texturing
Machine/Automatic Taping
Wallpaper/Vinyl Hanger

S1303	Group III, including :	31.68	8.71	14.15	1.08		L&M 0.07	55.69
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Bridge Painter
Epoxy Applicator
Industrial Coatings Specialist
Pot Tender
Sandblasting
Specialty Painter
Structural Steel Painter

S1304	Group IV, including:	39.85	8.71	15.41	1.08		L&M 0.07	65.12
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Glazier
Storefront/Automatic Door Mechanic

S1305	Group V, including:	28.63	8.71	5.02	0.83		L&M 0.07	43.26
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Carpet Installer
Floor Coverer
Heat Weld/Cove Base
Linoleum/Soft Tile Installer

Piledrivers

*See per diem note on last page

A1401	Piledriver	38.34	10.08	15.23	1.10		L&M 0.10	IAF 0.10	64.95
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Assistant Dive Tender
Carpenter/Piledriver
Rigger
Sheet Stabber
Skiff Operator

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Piledrivers

*See per diem note on last page

A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10	L&M	IAF	65.95
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A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10	L&M	IAF	69.26
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Single Atmosphere Suit, Bell or Submersible Pilot

A1404	Diver (working) **See note on last page	82.45	10.08	15.23	1.10	L&M	IAF	109.06
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A1405	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M	IAF	69.26
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A1406	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M	IAF	68.26
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A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M	IAF	70.51
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Plumbers, Region I (North of N63 latitude)

*See per diem note on last page

N1501	Journeyman Pipefitter	41.91	11.25	17.20	1.50	L&M	S&L	72.51
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Plumber
Welder

Plumbers, Region II (South of N63 latitude)

*See per diem note on last page

S1501	Journeyman Pipefitter	41.00	11.13	15.02	1.55	L&M		68.90
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Plumber
Welder

Plumbers, Region IIA (1st Judicial District)

*See per diem note on last page

X1501	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M		66.68
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Plumber
Welder

Power Equipment Operators

*See per diem note on last page

A1601	Group I, including:	41.53	10.35	13.00	1.00	L&M		66.03
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

*See per diem note on last page

						L&M		
A1601	Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03

- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
 - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)
- Drag Scraper, Yarder, and similar types
- Drilling Machines, Core, Cable, Rotary and Exploration
- Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine
- Grade Checker and/or Line and Grade including Drone
- Helicopters
- Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat
- Hydro Ax, Feller Buncher & similar
- Hydro Excavation (Vac-Truck and Similar)
- Loaders (2 1/2 yards through 5 yards, including all attachments):
 - (a) Forklifts (with telescopic boom & swing attachment)
 - (b) Front End & Overhead, (2-1/2 yards through 5 yards)
 - (c) Loaders, (with forks or pipe clamp)
 - (d) Loaders, (elevating belt type, Euclid & similar types)
- Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)
- Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer
- Micro Tunneling Machine
- Mixers: Mobile type with hoist combination
- Motor Patrol Grader

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

*See per diem note on last page

						L&M		
A1601	Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
	Off-Road Hauler (including Articulating and Haul Trucks)							
	Operator on Dredges							
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
	Plant Operator (Asphalt & Concrete)							
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
	Remote Controlled Equipment							
	Scraper (through 40 yards)							
	Service Oiler/Service Engineer							
	Shot Blast Machine							
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
	Sideboom (under 45 tons)							
	Sub Grader (Gurries & similar types)							
	Tack Tractor							
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
	Wate Kote Machine							

						L&M		
A1602	Group IA, including:	43.29	10.35	13.00	1.00	0.10	0.05	67.79
	Camera/Tool/Video Operator (Slipline)							
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)							
	Cranes (over 45 tons or 150 feet including jib & attachments)							
	(a) Clamshells & Draglines (over 3 yards)							
	(b) Tower Cranes							
	Licensed Water/Waste Water Treatment Operator							
	Loaders (over 5 yards)							
	Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)							
	Power Plants (1000 k.w. & over)							
	Profiler, Reclaimer, and Roto-Mill							
	Quad							
	Scrapers (over 40 yards)							
	Screed							
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)							
	Sidebooms (over 45 tons)							
	Slip Form Paver, C.M.I. & similar types							
	Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

*See per diem note on last page

A1604	Group III, including:	40.04	10.35	13.00	1.00	0.10	0.05	64.54
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							

L&M

A1605	Group IV, including:	33.83	10.35	13.00	1.00	0.10	0.05	58.33
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

L&M

Roofers

*See per diem note on last page

A1701	Rofer & Waterproofer	44.62	11.75	3.91	0.81	0.10	0.06	61.25
A1702	Rofer Material Handler	31.23	11.75	3.91	0.81	0.10	0.06	47.86

L&M

L&M

Sheet Metal Workers, Region I (North of N63 latitude)

*See per diem note on last page

N1801	Sheet Metal Journeyman	48.64	11.50	14.11	1.65	0.12		76.02
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							

L&M

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Sheet Metal Workers, Region I (North of N63 latitude)

*See per diem note on last page

N1801	Sheet Metal Journeyman	48.64	11.50	14.11	1.65	0.12	L&M	76.02
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- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

Sheet Metal Workers, Region II (South of N63 latitude)

*See per diem note on last page

S1801	Sheet Metal Journeyman	43.20	11.50	14.09	1.68	0.43	L&M	70.90
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- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

Sprinkler Fitters

*See per diem note on last page

A1901	Sprinkler Fitter	47.25	10.23	17.85	0.52	0.25	L&M	76.10
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Surveyors

*See per diem note on last page

A2001	Chief of Parties	44.16	11.43	12.64	1.15	0.10	L&M	69.48
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A2002	Party Chief	42.57	11.43	12.64	1.15	0.10	L&M	67.89
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Surveyors

*See per diem note on last page

A2003	Line & Grade Technician/Office Technician/GPS, Drones	41.97	11.43	12.64	1.15	0.10	67.29
						L&M	
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	39.85	11.43	12.64	1.15	0.10	65.17
						L&M	
A2006	Chain Person (for crews with more than 2 people)	35.51	11.43	12.64	1.15	0.10	60.83
						L&M	

Truck Drivers

*See per diem note on last page

A2101	Group I, including:	40.94	11.43	12.64	1.15	0.10	66.26
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Liquid Vac Truck/Super Vac Truck						
	Material Coordinator or Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
						L&M	
A2102	Group 1A including:	42.21	11.43	12.64	1.15	0.10	67.53
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
	Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						
						L&M	
A2103	Group II, including:	39.68	11.43	12.64	1.15	0.10	65.00
	All Deltas, Commanders, Rollagons, & similar equipment						
	Batch Trucks (8 yards & up)						
	Batch Trucks (up to & including 7 yards)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

*See per diem note on last page

A2103 Group II, including:	39.68	11.43	12.64	1.15	L&M		0.10	65.00
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- Boom Truck/Knuckle Truck (over 5 tons)
- Cacasco Truck/Heat Stress Truck
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Mechanics
- Oil Distributor Driver
- Partsman
- Ready-mix (up to & including 12 yards)
- Stringing Truck
- Turn-O-Wagon or DW-10 (not self loading)

A2104 Group III, including:	38.86	11.43	12.64	1.15	L&M		0.10	64.18
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- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Semi or Truck & Trailer
- Thermal Plastic Layout Technician
- Traffic Control Technician
- Trucks/Jeeps (push or pull)

A2105 Group IV, including:	38.28	11.43	12.64	1.15	L&M		0.10	63.60
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Cement Spreader, Dry
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards
- Dumpster

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

*See per diem note on last page

							L&M	
A2105	Group IV, including:	38.28	11.43	12.64	1.15	0.10		63.60
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Tireman, Light Duty							
	Track Truck Equipment							
	Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck (straight)							
	Water Wagon, Semi							

							L&M	
A2106	Group V, including:	37.52	11.43	12.64	1.15	0.10		62.84
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							
	Bus Operator (up to 30 passengers)							
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)							
	Flat Beds, Single Rear Axle							
	Foam Distributor Truck Single Axle							
	Fuel Handler (station/bulk attendant)							
	Gear/Supply Truck							
	Gravel Spreader Box Operator on Truck							
	Hydro Seeders, Single axle							
	Pickups (pilot cars & all light-duty vehicles)							
	Rigger/Swamper							
	Tack Truck							
	Team Drivers (horses, mules, & similar equipment)							

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N2201	Group I, including:	34.88	8.95	17.81	1.30	0.20	0.20	63.34

- Brakeman
- Mucker
- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

						L&M	LEG	
N2202	Group II, including:	35.98	8.95	17.81	1.30	0.20	0.20	64.44

- Burning & Cutting Torch
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Concrete Laborer
- Floor Preparation, Core Drilling
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Nozzlemen, Pumcrete or Shotcrete
- Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	36.97	8.95	17.81	1.30	0.20	0.20	65.43

- Miner
- Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	40.58	8.95	17.81	1.30	0.20	0.20	69.04

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayer
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N2206	Group IIIB, including:	44.75	6.24	17.81	1.30	0.20	0.20	70.50

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N2206	Group IIIB, including:	44.75	6.24	17.81	1.30	0.20	0.20	70.50
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	34.88	8.95	17.81	1.30	0.20	0.20	63.34
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							

						L&M	LEG	
S2202	Group II, including:	35.98	8.95	17.81	1.30	0.20	0.20	64.44
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumcrete or Shotcrete							
	Pipelayer Helper							

						L&M	LEG	
S2203	Group III, including:	36.97	8.95	17.81	1.30	0.20	0.20	65.43
	Miner							
	Retimberman							

						L&M	LEG	
S2204	Group IIIA, including:	40.58	8.95	17.81	1.30	0.20	0.20	69.04
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

S2204	Group IIIA, including:	40.58	8.95	17.81	1.30		L&M 0.20	LEG 0.20	69.04
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Traffic Control Supervisor, DOT Qualified

S2206	Group IIIB, including:	44.75	6.24	17.81	1.30		L&M 0.20	LEG 0.20	70.50
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Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
 Federal Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
 Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
 Stake Hopper

Tunnel Workers, Power Equipment Operators

*See per diem note on last page

A2207	Group I	45.68	10.35	13.00	1.00		L&M 0.10	0.05	70.18
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A2208	Group IA	47.62	10.35	13.00	1.00		L&M 0.10	0.05	72.12
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A2209	Group II	44.84	10.35	13.00	1.00		L&M 0.10	0.05	69.34
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A2210	Group III	44.04	10.35	13.00	1.00		L&M 0.10	0.05	68.54
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A2211	Group IV	37.21	10.35	13.00	1.00		L&M 0.10	0.05	61.71
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* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Project: Haines Borough WWTP Phase IV Electrical Upgrades HB 21-03

Bidder	Bid Rcvd by Deadline	Bid on Req. Form, Complete, & Signed	Proof of AK Business Licensing	Proof of AK Contractor's Cert. of Reg.	Bid Bond or Certf. Check of at least 5% of bid	Non-Collusion Affidavit	Addenda Noted (1)	Base Bid: WWTP Upgrade (\$)	Additive Alternate No. 1 (\$)	Additive Alternate No. 2 (\$)	Total (\$)
Northern Powerline Constructors, Inc dba Chatham Electric	X	X			X		X	\$587,000			
							Modifications				
							Total	\$587,000			\$587,000
Big G Electric & Engineering, LLC	X	X			X		X	\$875,886			
							Modifications				
							Total	\$875,886			\$875,886
Tesla Electric, LLC	X	X			X		X	\$487,000			
							Modifications				
							Total	\$487,000			\$487,000
							Modifications				
							Total				\$0
							Modifications				
							Total	\$0			\$0

Present:
 Ed Coffland, Director of Public Facilities
 Carolann Wooton, Contracts & Grants Administrator

SECTION 00300 – BIDS

BID TO: THE HAINES BOROUGH

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

**HAINES BOROUGH WWTP PHASE IV ELECTRICAL UPGRADES
Contract No. HB 21-03**

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

Addenda No. Date Issued _____	Addenda No. Date Issued _____
Addenda No. Date Issued _____	Addenda No. Date Issued _____
Addenda No. Date Issued _____	Addenda No. Date Issued _____
Addenda No. <u>1</u> Date Issued <u>4/13/21</u>	Addenda No. _____ Date Issued _____

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

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

Dated: <u>April 30, 2021</u>	Bidder: <u>Tesla Electric</u> (Company Name)
Alaska CONTRACTOR's Business License No: <u>900238</u>	By: <u>[Signature]</u> (Signature)
Alaska CONTRACTOR's License No: <u>CONE 32401</u>	Printed Name: <u>Dimitri Amara</u>
Telephone No: <u>907-248-3752</u>	Title: <u>Managing MGR</u>
Fax No: <u>907-522-8752</u>	Address: <u>1107 W. 36th Ave</u> (Street or P.O. Box)
Email: <u>dimitri@teslaelectricak.com</u>	<u>Anchorage, AK 99503</u> (City, State, Zip Code)

9. **TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:**

- > Bid, Section 00300 (includes addenda receipt statement)
- > Completed Bid Schedule, Section 00310
- > Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- > Contractor Financial Responsibility, Section 00370

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

- > Subcontractor Report, Section 00360

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

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

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



Project Experience

Due to our knowledge with long term projects and throughout our years of experience, Tesla understands and has easily conquered the challenges of working in rural communities in Alaska. Coordinating lead times on material to meet barge schedules, researching small commercial airlines to meet shipping needs for cargo, equipment and personnel, and creativity in scheduling employee travel and housing are just a few of the nuances that have become commonplace working off the road system. We have extensive experience in mastering these very real challenges with remote projects.

Listed below is a summary of rural Alaska projects Tesla Electric has performed over the last 5-10 years.

- Anatumuk Generator VFD's & Distribution
- Arctic Village and Venetie K through 12 Schools State of Alaska and Yukon Flats School District.
- Atkasuk Airport Generator
- Barrow, Snow Removal Equipment Building
- Barrow School
- Bethel High School
- Bethel Airport, Equipment Building
- Cold Bay ARFF, Equipment Building
- Deadhorse Airport, New construction and renovation for equipment building
- Deadhorse, AK Lynden Transport loading dock
- Denali Visitors Center
- Galena Pump replacement
- Homer Clinic
- Kaktovik Powerplant Upgrades
- Kodiak Alaska Seas Renovation
- Manley Airport Snow Removal Equipment Building
- Norton Sound Hospital MRI
- Nuiqsuit School Remodel
- Nuiqsuit Airport and Tank Farm
- Petersburg New Fire / EMS Facility
- Seldovia Airport, Equipment Building
- Sovoonga Tank Farm
- Teller, AK AVEC Energy System Upgrades
- Tyonek Projects- computer lab for the village & tenant improvements (change of use) from convenience store to offices, duplex renovations and lodge renovations.
- Several renovation jobs for Safeway/ Carrs in areas such as Kodiak, Nome and Ketchikan

As well as projects in the following remote locations

- Emmonak
 - Grayling
 - Hooper Bay
 - Kivalina
 - Point Hope
 - Point Lay
 - Skagway
-



North Slope Borough, Pt. Lay Wastewater Treatment Plant Receiving Station(WWTP), Pt. Lay, AK
2019-2020, \$785,000

Olgoonik Construction Services, Dave Smith
907-947-3214, dsmith@olgoonik.com

Modify existing water treatment plant for the expansion of 2,244 sqft addition, consisting of expansion of motor control center, new panels, branch power and lighting, SCADA programming and integration of flow sensors, temperature sensors, level sensors and muffin monster controls, programming of Allen Bradley system with HDMI controls and in Class 1 Div 2 area.

Anchorage Water and Wastewater Utility, Pump Station 30 & 31, Eagle River, AK
2017-2019, \$280,000

Frawner Corporation, Thomas Alley
907-561-4044, talley@frawnercorp.com

Scope of work included Div 26 Electrical Systems, Div 409019.29 pressure measuring systems, Div 409123.33 inline liquid flow measuring systems, Div 409000 Process Controls & Instrumentation Systems, Core Drilling and VFD included in MCC

Anchorage Water and Wastewater Utility, Eagle River Baranoff Booster Station, Eagle River, AK
2016-2019, \$596,000

Roger Hickel Contracting, Scott Dunlap
907-279-4100, sdunlap@rhcak.com

Project requirements included Div 26 Electrical systems, SCADA, power and control electrical connections to mechanical equipment, generator and ATS systems coordination with local utility and SCADA antenna.

North Slope Borough, Barrow Gas Field Microturbines, Barrow, AK
2018-2019, \$297,000

Olgoonik Construction Services, Dave Smith
907-947-3214, dsmith@olgoonik.com

Demo electrical distribution, electronics and components as per prints, assist fully in the removal of three existing generators and associated components, assist fully in the installation of three new microturbines and electrical components, install power, communication and instrumentation cables, install and provide two P-63001 & P-63002 motor starters, P-63005 & P-63004 Power Relays for pumps, install VFD and cabling provided by others, cable tray install and bonding, install Microturbine Controller Cabinet and cabling provided by others, install HVAC Control Panel and cabling provided by others



Nabors Alaska Drilling - Kenai Camp Sewer Plant, Prudhoe Bay, AK

2014, \$80,000

Jimmy Henson, Drilling Superintendent

907-398-3480, jim.henson@nabors.com

Scope of work included flow meters, value levels of tanks and automated controllers to regulate flow of wastewater, integration of gas detection alarms for H₂S, LEL and fire alarm into safety shutdowns and/ or ventilation

Mi-Swaco, Cuttings tank, Alpine Oil Field, AK

2014-2015, \$300,000

Mike Whitlatch, Project Manager

907-273-1700, mwhitlatch@tordrilloos.com

Project scope included sensors for flow, volumes and automation to equipment in Class 1 Div 1 areas, as well as integration of gas detection systems H₂S, LEL, Fire and overflow and SCADA.

Nabors Alaska Drilling, Four 1100 KW Generators, Prudhoe Bay, AK/ Pt. Thompson

2010, \$4M

Jimmy Henson, Drilling Superintendent

907-398-3480, jim.henson@nabors.com

Integrate (4) 1100 KW Generators into existing 4,000KW system at 600V, designed and constructed control systems to integrate power sharing and synchronization of all generators, installation of PLC controllers for generator alarms via multiple sensors and emergency shutdowns

Nabors Alaska Drilling, Alaska Camp Sewer Plant, Prudhoe Bay, AK

2012, \$80,000

Jimmy Henson, Drilling Superintendent

907-398-3480, jim.henson@nabors.com

Scope of work included flow meters, volume levels of tanks and automated controllers to regulate flow of wastewater, replacement of existing 50 KW generator, integration of gas detection alarms for H₂S, LEL and fire alarm into safety shutdowns and/ or ventilation

SECTION 00300 – BIDS

BID TO: THE HAINES BOROUGH

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


**HAINES BOROUGH WWTP PHASE IV ELECTRICAL UPGRADES
Contract No. HB 21-03**

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

Addenda No.1 Date Issued <u>4/13/2021</u>	Addenda No. Date Issued _____
Addenda No. Date Issued _____	Addenda No. Date Issued _____
Addenda No. Date Issued _____	Addenda No. Date Issued _____
Addenda No. _____ Date Issued _____	Addenda No. _____ Date Issued _____

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

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

Dated: <u>4/30/2021</u>	Northern Powerline Constructors, Inc., Bidder: <u>dba Chatham Electric</u> (Company Name)
Alaska CONTRACTOR's Business License No: <u>1060243</u>	By: <u></u> (Signature)
Alaska CONTRACTOR's License No: <u>129575</u>	Printed Name: <u>Chuck Platt</u>
Telephone No: <u>(907) 789-9899</u>	Title: <u>Vice President</u>
Fax No: <u>(907) 789-6954</u>	Address: <u>2457 Brandy Lane</u> (Street or P.O. Box)
Email: <u>chuck@chathamelectric.com</u>	<u>Juneau, AK 99801</u> (City, State, Zip Code)

9. **TO BE CONSIDERED. ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:**

- > Bid, Section 00300 (includes addenda receipt statement)
- > Completed Bid Schedule, Section 00310
- > Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- > Contractor Financial Responsibility, Section 00370

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

- > Subcontractor Report, Section 00360

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

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

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

SECTION 00300 – BIDS

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**HAINES BOROUGH WWTP PHASE IV ELECTRICAL UPGRADES
Contract No. HB 21-03**

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4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
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7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No. _____ Date Issued _____	Addenda No. _____ Date Issued _____
Addenda No. _____ Date Issued _____	Addenda No. _____ Date Issued _____
Addenda No. _____ Date Issued _____	Addenda No. _____ Date Issued _____
Addenda No. <u>1</u> Date Issued <u>04/13/21</u>	Addenda No. _____ Date Issued _____

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

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

Dated: <u>04/30/2021</u>	Bidder: <u>Big G Electric & Engineering, LLC</u> (Company Name)
Alaska CONTRACTOR's Business License No: <u>62781</u>	By:  (Signature)
Alaska CONTRACTOR's License No: <u>172251</u>	Printed Name: <u>Bruce Gabriel</u>
Telephone No: <u>907-262-4700</u>	Title: <u>President</u>
Fax No: <u>907-262-1011</u>	Address: <u>42005 Kalifornsky Beach Road</u> (Street or P.O. Box)
Email: <u>bgabriel@biggelectric.com</u>	<u>Soldotna, AK 99669</u> (City, State, Zip Code)

9. **TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:**
- > Bid, Section 00300 (includes addenda receipt statement)
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- > Subcontractor Report, Section 00360
- The apparent low Bidder who fails to submit the completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, **within ten Days (calendar)** after the date of the “Notice of Intent to Award” letter, the following executed documents:
- > Agreement Forms, Section 00500
 - > Performance Bond, Section 00610
 - > Payment Bond, Section 00620
 - > Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800



April 30, 2021

City of Haines

Borough of Haines

Via Email: Afullerton@haines.ak.us

Re: Notice of Liquor License Renewal Application

License Number	DBA	Type	City	Borough	Community Council
55	American Legion Post #12	Club	Haines	Haines, City & Borough	NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

4/23/2021

ABC BOARD

LIQUOR LICENSE
2021 - 2022

55

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

1110

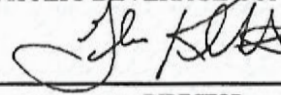
CITY / BOROUGH: Haines
Haines, City & Borough

D/B/A: American Legion Post #12
188 2nd Ave
Mail Address:
American Legion Lynn Canal Post #12 Inc
PO Box 452
Haines, AK 99827

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 9/09)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

4/23/2021

ABC BOARD

LIQUOR LICENSE
2021 - 2022

55

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

CITY / BOROUGH: Haines
Haines, City & Borough

D/B/A: American Legion Post #12
188 2nd Ave
Mailing Address:
American Legion Lynn Canal Post #12 Inc
PO Box 452
Haines, AK 99827

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 9/09)



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	American Legion Post #12	License Number:	55
License Type:	Club		
Examiner:	Kristina S.	Transaction #:	100025745

Document	Received	Completed	Notes
AB-17: Renewal Application	12/21	4-23-2021	AB-13 rwd for dba
App and License Fees	12/21	4-23-2021	name change.

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			Receipt for fp x 2
AB-25: Supplier Cert (WS)			10006847
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit			
COI / COC / 5 Star			
FP Cards & Fees / AB-08a	4-23-2021	4-23-2021	need fp, fees. AB-08's
Late Fee			

Names on FP Cards:	Benjamin Tong and Charles Mittman
--------------------	-----------------------------------

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

LGB 1 Response: City & Borough of Haines

LGB 2 Response:

Waive

Protest

Lapsed

Waive

Protest

Lapsed



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	American Legion Lynn Canal Post #12, Inc	License #:	55
License Type:	Club		
Doing Business As:	American Legion Post 12 / Lynn Canal American Legion		
Premises Address:	188 2nd Avenue		
Local Governing Body:	City and Borough of Haines		
Community Council:	None		

If your mailing address has changed, write the NEW address below:

Mailing Address:	PO Box 452		
City:	Haines	State:	AK
		ZIP:	99827

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Ralph Strong	Contact Phone:	907-766-2530
Contact Email:	amerlegion@aptalaska.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Andrea Ferrin	Contact Phone:	907-515-7144
Contact Email:	amerlegion@aptalaska.net		

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Form AB-17: 2021/2022 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.
<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	81784D
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Chuck Mitman			
Title(s):	President	Phone:	907-303-7666	% Owned: 0
Mailing Address:	PO Box 452			
City:	Haines	State:	AK	ZIP: 99827

Name of Official:	Ben Tong			
Title(s):	Vice President	Phone:	907-766-2530	% Owned: 0
Mailing Address:	PO Box 452			
City:	Haines	State:	AK	ZIP: 99827

Name of Official:	Ralph Strong			
Title(s):	Secretary	Phone:	907-766-2530	% Owned: 0
Mailing Address:	PO Box 514			
City:	Haines	State:	AK	ZIP: 99827

AMCC



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

Section 2 - Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

https://www.commerce.alaska.gov/cbp/main/search/entities

Alaska CBPL Entity #:	81784D
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.

Name of Official:	William Rostad			
Title(s):	Director	Phone:	907-766-2530	% Owned: 0
Mailing Address:	PO Box 452			
City:	Haines	State:	AK	ZIP: 99827

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



Form AB-17: 2021/2022 License Renewal Application

Section 3 – Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require. If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: Applicant Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: Applicant Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | 2019 | 2020 |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)
<i>If your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

Section 5 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license **OR** has **ANY** person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2019 or 2020?

Yes No

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

AMCC

DEC 21 2020



Form AB-17: 2021/2022 License Renewal Application

Section 6 - Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Ralph Strong
Signature of licensee

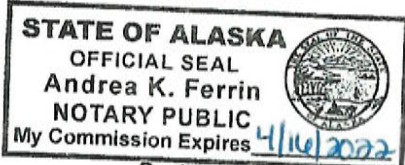
RALPH STRONG
Printed name of licensee

Andrea K. Ferrin
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: 4/16/2022

Subscribed and sworn to before me this 15th day of December, 2020.



- Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site applications must include a completed Recreational Site Statement
- Tourism applications must include a completed Tourism Statement
- Wholesale applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$ 1200 ⁰⁰	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ 1500.00

AMCO

Department of Commerce, Community, and Economic Development
**DIVISION OF CORPORATIONS, BUSINESS &
 PROFESSIONAL LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Business License](#) / License #19937

LICENSE DETAILS

License #: 19937

[Print Business License](#)

Business Name: LYNN CANAL AMERICAN LEGION

Status: Active

Issue Date:

Expiration Date: 12/31/2022

Mailing Address: PO BOX 452
HAINES, AK 99827

Physical Address: 259 2ND AVENUE
HAINES, AK 99827

Owners

AMERICAN LEGION LYNN CANAL POST 12, INC.

Activities

Line of Business	NAICS	Professional License #
81 - Services	813410 - CIVIC AND SOCIAL ORGANIZATIONS	

Endorsements

End				Action	Action	Address
# Issue	Renew	Expiration	End	Note		
1 10/10/2016	12/15/2020	12/31/2022			190 SECOND AVE N, HAINES, AK 99827	

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	AMERICAN LEGION LYNN CANAL POST 12, INC.

Entity Type: Nonprofit Corporation

Entity #: 81784D

Status: Good Standing

AK Formed Date: 8/8/2003

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 7/2/2021

Entity Mailing Address: BOX 452, HAINES, AK 99827

Entity Physical Address: 120 2ND AVE N, HAINES, AK 99827

Registered Agent

Agent Name: Simpson, Tillinghast, Sheehan & Araujo, P.C.

Registered Mailing Address: ONE SEALASKA PLAZA STE 300, JUNEAU, AK 99801

Registered Physical Address: ONE SEALASKA PLAZA STE 300, JUNEAU, AK 99801

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Chuck Mittman	Director	
	RALPH STRONG	Director, Secretary, Treasurer	
	Thomas Ward	Vice President	

AK Entity #	Name	Titles	Owned
	William Rostad	Director, President	

Filed Documents

Date Filed	Type	Filing	Certificate
8/08/2003	Creation Filing	Click to View	
11/03/2003	Biennial Report		
1/29/2004	Amendment	Click to View	
1/29/2004	Initial Report	Click to View	
10/21/2005	Biennial Report	Click to View	
2/01/2008	Biennial Report	Click to View	
6/30/2009	Biennial Report	Click to View	
8/06/2012	Biennial Report	Click to View	
12/12/2012	Agent Change	Click to View	
1/15/2014	Biennial Report	Click to View	
5/06/2015	Biennial Report	Click to View	
5/09/2017	Biennial Report	Click to View	
6/24/2019	Biennial Report	Click to View	

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THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 81784D
Date Filed: 04/06/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Nonprofit Corporation

2021 Biennial Report
For the period ending June 30, 2021

Web-4/6/2021 9:22:55 AM

Due Date: This report along with its fees are due by July 2, 2021

Fees: If postmarked before August 2, 2021, the fee is \$25.00.

If postmarked on or after August 2, 2021 then this report is delinquent and the fee is \$30.00.

Entity Name: AMERICAN LEGION LYNN CANAL POST
12, INC.

Entity Number: 81784D

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 120 2ND AVE N, HAINES, AK 99827

Mailing Address: BOX 452, HAINES, AK 99827

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Simpson, Tillinghast, Sheehan & Araujo,
P.C.

Physical Address: ONE SEALASKA PLAZA STE 300,
JUNEAU, AK 99801

Mailing Address: ONE SEALASKA PLAZA STE 300,
JUNEAU, AK 99801

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- Provide all officials and required information. Use only the titles provided.
- Four (4) Mandatory Officers, who must be individuals: this entity must have a President, Vice-President, Secretary, and Treasurer. Two or more offices may be held by the same individual, except the offices of President and Secretary cannot be the same individual.
- Three (3) Mandatory Directors, who must be individuals. The number of directors must be at least three (3).

Full Legal Name	Complete Mailing Address	% Owned	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Treasurer	Vice President
RALPH STRONG	BOX 452, HAINES, AK 99827	N/A			X		X	X	
William Rostad	BOX 452, HAINES, AK 99827	N/A			X				
Ben Tong	Po Box 452, Haines, AK 99827	N/A							X
Chuck Mittman	PO BOX 452, HAINES, AK 99827	N/A			X	X			

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Entity #: 81784D

Purpose: ANY LAWFUL

NAICS Code: 813410 - CIVIC AND SOCIAL ORGANIZATIONS

New NAICS Code (optional):

Mandatory Property Value: Estimated value of all real or personal property of the corporation:

Mandatory. Do not leave blank.

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Ralph Strong

Notice of Violation

(3AAC 304.525)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 4/1/21

License #/Type: 55 Club

Licensee: American Legion Lynn Canal Post #12

Address: 188 2nd Ave, Haines, AK

DBA: American Legion Post #12

AMCO Case #: 21-0311

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

You have an unreported change of officers. Details are as follows:

Change in officers: Failure to report the 2019 removal of John Newton and addition of Thomas Ward as Vice President

AMCO records

- Ralph Strong - Secretary
- John Newton - Vice President
- William Rostad - President

CBPL Records show:

- Chuck Mittman - Director (not required to be listed on application)
- Ralph Strong - Secretary, Director, Treasurer
- Thomas Ward - Vice President
- William Rostad - President, Director

Date of unreported change of officers in CBPL: 6/24/2019. Date renewal application received in our office: 12/21/2020

Your attention is referred to AS 04.11.050(a): Reports required of corporations.

Please direct all questions regarding this notice to alcohol.licensing@alaska.gov

You are directed to respond in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a re-occurrence of this violation. FAILURE TO RESPOND TO THIS NOTICE OF VIOLATION WITHIN 10 DAYS WILL RESULT IN YOUR APPEARANCE, EITHER IN PERSON OR TELEPHONICALLY, BEFORE THE ABC BOARD AT THEIR NEXT REGULARLY SCHEDULED BOARD MEETING.

***Please send your response to the address below and include your alcohol license number in your response.**

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Alcohol & Marijuana Control Office

ATTN: Enforcement

550 W. 7th Ave, Suite 1600

Anchorage, Alaska 99501

amco.enforcement@alaska.gov

Issuing Investigator: J. Hamilton

Received by:

SIGNATURE:

J.R. Hamilton

SIGNATURE:

Delivered VIA: Mail

Date:

907-269-0350

updated 2/08/21

Tracking #: 7018 0360 0000 1428 1362

AMCO Received 4/7/2021



Alaska Alcoholic Beverage Control Board
Form AB-13: Business Name Change

What is this form?

This business name change form is required for any licensee seeking to change the business name of the licensee's licensed premises when the name change is not part of a transfer of ownership or location, per 3 AAC 304.185(c). **The required \$250 business name change fee may be made by check, cashier's check, money order, or credit card (VISA, MasterCard, or Discover).**

This form must be completed and submitted to AMCO's main office prior to changing any business name. A new State of Alaska business license must be obtained prior to completing this form. Forms and contact information may be found on the Corporations, Business & Professional Licensing website at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Please note that licensees seeking approval of a business name change for more than one liquor license must submit a separate completed copy of this form and pay a separate fee for each license.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	American Legion Canal ^{Lynn Canal}	License Number:	55
License Type:	Club	POST #12, INC	
Current DBA:	American Legion Post #12		
Premises Address:	188 2nd Ave		
City:	Haines	State:	AK ZIP: 99827

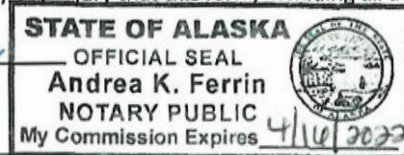
Section 2 - New Business Name

Enter information for the new State of Alaska business license and name.

Business License #:	55
Doing Business As:	Lynn Canal American Legion

As a liquor licensee, I declare under penalty of perjury that this form, including all attachments, is true, correct, and complete.

Ralph Strong
 Signature of licensee



Andrea K. Ferrin
 Notary Public in and for the State of Alaska.

RALPH STRONG
 Printed name of licensee

My commission expires: 4/16/2022

Subscribed and sworn to before me this 13 day of April, 2021.

OFFICE USE ONLY			
Issue Date:		Transaction #:	



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the *applicant* and the applicant's *spouse*.
- If the applicant is a corporation, this form must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, this form must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, this form must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 - Establishment Information

Enter information for licensed establishment.

Licensee:	American Legion Lynn Canal Post #12, INC		
License Type:	Club	License Number:	55
Doing Business As:	Lynn Canal American Legion		
Premises Address:	188 2nd Ave		
City:	Haines	State:	AK ZIP: 99827

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Benjamin Tong
Title:	Vice-President
Date of Birth:	[REDACTED]



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board
Form AB-08a: Authorization of Records Release

Section 3 - Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

BT

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

BT

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 15 years immediately preceding the date of this form.

BT

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have been convicted of one or more of the above offenses, and I have attached a written explanation that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

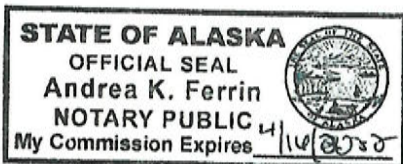
I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

BT
 Signature of licensee/affiliate
 Benjamin Tong
 Printed name of licensee/affiliate

Andrea Jiri
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 4/16/2022



Subscribed and sworn to before me this 11 day of April, 2021.



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the *applicant* and the applicant's *spouse*.
- If the applicant is a corporation, this form must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, this form must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, this form must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	American Legion Lynn Canal Post #12, INC		
License Type:	Club	License Number:	55
Doing Business As:	Lynn Canal American Legion		
Premises Address:	188 2nd Ave		
City:	Haines	State:	AK ZIP: 99827

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Charles "Chuck" Mitman
Title:	President
Date of Birth:	[REDACTED]



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.

CM

I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.

CM

I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 15 years immediately preceding the date of this form.

CM

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have **been convicted** of one or more of the above offenses, and I have attached a written explanation that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.

I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Charles Mitman
 Signature of licensee/affiliate

Andrew Sini
 Signature of Notary Public

CHARLES MITMAN
 Printed name of licensee/affiliate

Notary Public in and for the State of Alaska

My commission expires: 4/16/2022

Subscribed and sworn to before me this 9 day of April, 2021.

From: [Alekkka Fullerton](mailto:Alekka.Fullerton)
To: [Alekkka Fullerton](mailto:Alekka.Fullerton)
Subject: From Frank Murkowski
Date: Wednesday, May 5, 2021 3:26:18 PM

From: Douglas Olerud <dolerud@haines.ak.us>
Sent: Wednesday, May 5, 2021 10:14 AM
To: Alekka Fullerton <afullerton@haines.ak.us>
Subject: FW: from Frank Murkowsk

Alekka,

Please include this in the next assembly packet under correspondence. I will also mention it during my Mayor's report.

Thank you,

Douglas Olerud
Mayor
Haines Borough
dolerud@haines.ak.us
(907) 314-3193

To the Mayors--recognizing that the Alaska Marine Highway System is an integral part of your communities economic engines, I have worked up a solution that I think would be of benefit to all of SE Alaska. I hope that you will call me with your input at 907-360-0601 and discuss my suggestions with your assembly. See the attached message.

Frank Murkowski

A STAR AND A FERRY SYSTEM

I saw a falling star last night and it reminded me of our Alaska Marine Highway system. Both are in a free fall. We cannot do much about the star, but maybe we can stop studying it and rescue our ferry system.

We cannot continue to serve the 35 coastal communities which requires an ever-increasing subsidy. Significant fare increases have caused a substantial decline in ridership along with fewer sailing and with fewer ships operating. More than half of the fleet is laid up including two of our mainline vessels, the Columbia and the Malaspina, with no long-term operational plan.

I could elaborate as to the human failures associated with the decisions of past and current administrations and the lack of timely decisions which continually are put aside and instead another consultant is hired or another advisory committee is established and little happens. It is my intention to urge SE Alaska to reflect on the harsh reality of doing nothing. The mainliners will be scrapped, and the Malaspina may be a reef. The Taku was sold for \$171,000 yet they were able to run it to India. The two fast ferries sold for 5 million were built for almost 59 million. The road ahead is about to come to a dead-end unless we work together to seek a solution. Hopefully, this effort can be a start.

History

Despite the uncertainty and confusion, the AMHS has had the good fortune of maintaining a safety record second to none. The only incident I can recall happened in Wrangell Narrows with the Taku which ran aground at low tide. When the ship floated and proceeded south, there was a new cocktail at the next port of call, Wrangell, which was called a Taku On the Rocks.”

In the early 60’s Governors Egan and Hickel coordinated a lot of activity throughout the State with improvements to the highways in Anchorage, Fairbanks, Kenai, and the Mat-Su Valley. Highways to Haines and Skagway were improved as well because the oil boom was on.

The idea of a Marine Highway for SE Alaska was proposed. The Federal Aid to Highways and Federal Capital projects along with the States funds went into the construction of three ships—the Malaspina, the Taku and the Matanuska. Each

had a capacity of nearly 500 passengers and 109 cars. I was in Wrangell in 1963 when the first ferry, the Malaspina came to town. I helped secured the lines along with the rest of the town.

Ridership increased so fast that a few years later the foreign built Wickersham was brought and operated under a Jones Act waiver. Each of the seven roadless communities had almost a vessel daily either north or southbound. It was a growing, working, and vibrant service doing what it was designed to do - operate a marine highway at a high level of morale and dedication to timely arrivals and departures. Currently, SE Alaska is only served by air and barge service. Cruise ships do not carry vehicles. There is another type of visitor that prefers to travel with their cars or campers and these are the folks we want to come to Alaska on our ferries.

Proposal to Renew the AMHS

The proposal I am suggesting is going to require money, coordination and cooperation among Ketchikan, Wrangell, Petersburg, Sitka, Juneau, Haines, and Skagway. The first step is to ascertain just how important the ferry system is to each community. What does it mean to the local economy and how much does it depend on the ferry system? What kind of a future would the community have without the availability of the AMHS? Does the community believe that a “new” exclusive Southeast Alaska marine highway authority could be formed with each of the seven communities participating?

Here’s how it might work: At least three of the mainline vessels might be leased from the State for at least a three-year term. Each community would hold an equity ownership in the “new authority” with the larger communities having a larger percentage. An example might be - Juneau holds 25%, Ketchikan 20%, Sitka 15%, and Skagway, Haines, Petersburg, Wrangell each hold. 10%.

The new authority would also take over the SE terminals and operate a centralized reservation system. The three mainline vessels would operate with departures in season twice a week from Prince Rupert and from Bellingham. This would provide a feeder service for visitors and Alaskans throughout the State with an adequate marine highway system sufficient to accommodate campers, trucks, trailers, and automobiles.

The communities, on a rotation , would have a member of their tourism committee in attendance at the camper conventions promoting the new AMHS 's unique Alaska attractions.

Recognizing that the success of the proposal is dependent on adequate funding, a type of revenue bonding might be crafted. I have had some contact with bonding underwriters, and they suggested the initial offering might be for a term of three years. Each of the communities would guarantee a portion of the revenue bond equal to their agreed equity ownership of the Authority. The bonds might be sold to AIDEA or the Permanent Fund. Repayment would come from ferry revenue and community tourist Bed Tax and sales tax.. The State would continue to fund a portion of the expense of the new system based on a per mile transit of the ferries. A new labor contract would have to be negotiated.

The extent that the service would have to continue to be subsidized can only be estimated. Subsidies are a reality to virtually all forms of transportation. Even Alaska Airlines receives a subsidy under Essential Air Service covering a portion of the route of AMHS down our coastline from Anchorage, Cordova, Yakutat, Juneau, Petersburg, Wrangell and Ketchikan to Seattle.

The aftermath of the currant pandemic and the recognition that we are unlikely to have our summer cruise ship visitors gives us adequate time to work through the details with the seven communities toward the goal of taking over the SE portion of the AMHS and creating a new regional authority.

SE Alaska has a breadth of marine talent. Evidence is the structure of the Inter Island Ferry between Hollis on Prince of Wales Island to Ketchikan This system provides daily service with two vessels, the Prince of Wales, and the Stikine. This was organized by the communities of Craig, Klawock, Hydaburg, and Coffman Cove. It has been in operation some twenty years and is a major economic engine for the areas. I believe there is a pathway to follow on the success of the IIF.

I have outlined this draft proposal in hopes that it will stimulate dialogue which will help rejuvenate SE residents by providing a reliable marine highway access

North through Haines and Skagway and south through to Prince Rupert and Bellingham.

I have been in contact with former Governor Walker and he and I have had preliminary discussions about the transportation needs of our many small coastal communities. Suggestions include working with each of the communities to ascertain the needs along the lines of the former mail boat service. Vessels could be built in Alaskan yards utilizing AIDEA funding. Crews would be local residents. A type of ramp loading crafts has been suggested which could handle small vans or vehicles.

This op ed is directed to the daily newspapers and the weeklies serving SE Alaska. It is also going to the seven community mayors. I am prepared to contribute my time and effort in meeting with groups in SE and with the Governor to seek a solution beginning May 15.

I'm aware that the effort may have to overcome some difficult hurdles, but I'm reminded of an old political saying "the best government is the one closest to home", and my favorite "Alaskans are hardy because we have to be".