

# PROJECT MANUAL



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## **SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT**

**Haines Borough, AK**

**Contract No. HB19-02**

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**Date of Issue: April 10, 2020**

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS,  
CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT  
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## SECTION 00030 – NOTICE INVITING BIDS

**OBTAINING CONTRACT DOCUMENTS.** The Contract Documents are entitled:

**Small Tracts/Mud Bay/3<sup>rd</sup> Ave. AC Pipe Replacement  
Haines Borough Contract No. HB19-02**

The Contract Documents may be downloaded at the Haines Borough webpage at:  
[www.hainesalaska.gov/rfps](http://www.hainesalaska.gov/rfps).

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

**DESCRIPTION OF WORK.** The WORK covered in the Contract Documents outlines the requirements for replacement of existing asbestos cement (AC) water pipe with new high density polyethylene (HDPE) water pipe, poly water services, valves, hydrant assemblies, and other water system improvements on Small Tracts Road, Mud Bay Road, and 3<sup>rd</sup> Avenue in Haines, AK. The Base Bid portion of the WORK consists of improvements noted in the Plans from Major Road to the End of Project (EOP) on Small Tracts Road. The Additive Alternate A portion of the WORK consists of the improvements noted in the Plans from the Beginning of Project (BOP) at Haines Highway/3<sup>rd</sup> Avenue to Major Road. The Haines Borough reserves the right to award only the Base Bid portion of the WORK.

The Engineer's Estimate for all the WORK detailed herein is \$1.5-2 Million.

**SITE OF WORK.** The site of the WORK is Haines, Alaska.

**COMPLETION OF WORK.** The WORK must be completed by September 30, 2020.

**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.** 4/24/2020 at 5 p.m. Alaska Time.

**DEADLINE FOR BIDS.** Electronic bid documents shall be submitted by email to the Borough Clerk ([afullerton@haines.ak.us](mailto:afullerton@haines.ak.us)) prior to **3 p.m. Alaska Time on 4/30/2020**, or such later time as may be announced by addendum at any time prior to the deadline. Receipt of Bids will be acknowledged by email response from the Borough Clerk. The official time of receipt of bids will be the date and time the email arrives in the Borough Clerk's email inbox. Bids will be opened immediately thereafter in by the Borough Clerk, Public Facilities Director, and Contracts & Grants Administrator unless otherwise specified.

Include in the subject line of your emailed Bid submission:

**BID FOR: HB19-02 SMALL TRACTS/MUD BAY/3<sup>RD</sup> AVE AC PIPE REPLACEMENT**

While not required, it is recommended Bidders carbon copy the Public Facilities Director ([ecoffland@haines.ak.us](mailto:ecoffland@haines.ak.us)) and Contracts & Grants Administrator ([cwooton@haines.ak.us](mailto:cwooton@haines.ak.us)) on their emailed Bid submission.

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

**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 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 Days.

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

OWNER: Haines Borough

By: \_\_\_\_\_  
Haines Borough Manager

Attest: \_\_\_\_\_  
Borough Clerk

## 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 may be faxed or, if addendum format warrants, addenda may be posted to the Haines Borough website. In any event, notification of addendum issuance will be faxed to plan holders. Hard copies are available upon request. 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 responsive 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 OWNER; 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 3.60 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 OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit all completed documents as required and specified in Section 00300 – Bid.

Nothing contained in this section deprives the OWNER 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. OWNER 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 OWNER, 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 OWNER'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 OWNER.
- 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 OWNER.
- I. If a Bid modification does not conform to Article 15.0 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. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
  - 1. To 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 WORK,
  - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
  - 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
  - 4. To 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-4.2 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 01530 - 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 4.2, 4.3, and 4.4 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(s) bound herein, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – 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 25 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 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 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 01300 – Contractor Submittals.

**11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting 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. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope 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 email to the Borough Clerk ([afullerton@haines.ak.us](mailto:afullerton@haines.ak.us)), no later than the deadline for bids. The time and date the email is received in the Borough Clerk's email inbox will establish the official time of receipt of the modification, and an email will be sent by the Borough Clerk acknowledging receipt. The 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.

The 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 or fax 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.

**FAX DISCLAIMER:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Borough will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The Borough will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Borough Clerk (907-766-6400) prior to deadline.

- B. Conditioned bids, limitations, or provisos 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 materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. 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. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.
- C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Alternates if funding allows, 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 be sequestered in a conference room apart from the bid opening room at the time of 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 Haines Borough Clerk.
5. The Selection Committee will choose the low bid comprised of the Base Bid and those 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 00310 – Bid Schedule.
6. The Selection Committee will identify in order from low to high the bids received for the project and the results will be posted.

#### **18.0 EXECUTION OF AGREEMENT.**

- A. All Bids of value greater than \$1,000,000 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 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 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 00500 - 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 4:30 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.
  3. 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.

4. 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;
5. 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.
7. 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.
8. A protestor aggrieved by the Borough Manager's response pursuant to subsection 7. of this section may request review by the Borough Assembly.
9. 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 4:30 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.
10. 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.
11. 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 30 days. Hearings shall be conducted informally, with due regard for the rights of the parties involved. Hearings shall be recorded.
12. 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.
13. 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.

14. 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 13.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 (907) 766-6406 for sales tax issues, Assessor's Office at (907)766-6430 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. (VACANT)**

**BID MODIFICATION FORM**

Modification Number: \_\_\_\_\_ Modification Page \_\_\_\_\_ of \_\_\_\_\_.

Note: All modifications shall be made to the original bid amount(s). 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 OWNER. 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 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

**SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
Contract No. HB19-02**

- 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. ____ 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: _____	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: _____	_____
Email: _____	(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 00310 – BID SCHEDULE

Complete and submit the following Bid Schedule(s) for construction of:

### SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT Contract No. HB19-02

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

#### BASE BID Schedule – Major Road to EOP

Pay Item No.	Pay Item Description	Unit	Quantity	Unit Price	Amount
202.0002.0001	Removal of Pavement	SY	4,953		
203.0005.0001	Borrow	CY	1,122		
301.0001.0001	Aggregate Base Course, Grading D-1	TON	1,487		
401.0001.0001	HMA, Type II; Class B	TON	632		
603.0021.0001	Corrugated Polyethylene Pipe 18 Inch	LF	50		
618.0005.0001	Seeding	Lump Sum	All Req'd		
620.0002.0001	Topsoil	SY	1,495		
627.0001.0003	10-Inch HDPE Water Pipe	LF	2,826		
627.0005.0001	Fire Hydrant Assembly with Gravel Access Pad	EA	8		
627.0007.0001	Fire Hydrant Removal	EA	3		
627.0008.0001	1-Inch Poly Water Service	EA	34		
627.0008.0002	2-Inch Poly Water Service	EA	1		
627.0008.0003	8-Inch HDPE Water Service	EA	1		
627.0009.0002	10-Inch Gate Valve	EA	11		
627.0011.0001	Locate Existing Water Services	Lump Sum	All Req'd		
627.0012.0001	Temporary Water Service	Lump Sum	All Req'd		
635.0001.0001	Insulation Board	EA	293		
640.0001.0001	Mobilization and Demobilization	Lump Sum	All Req'd		
641.0001.0001	Erosion, Sediment and Pollution Control Administration	Lump Sum	All Req'd		
641.0003.0001	Temporary Erosion, Sediment and Pollution Control	Lump Sum	All Req'd		
642.0001.0001	Construction Surveying	Lump Sum	All Req'd		
643.0002.0001	Traffic Maintenance	Lump Sum	All Req'd		
643.0015.0001	Flagging	HR	1,440	\$58.00	\$83,520.00
644.0015.0001	Nuclear Testing Equipment Storage Shed	Lump Sum	All Req'd		
670.0001.0001	Painted Traffic Markings	Lump Sum	All Req'd		

**Total Base Bid Amount in Figures: \$** \_\_\_\_\_

**Total Base Bid Amount in Words:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Bidder:** \_\_\_\_\_

(Company Name)

**ADDITIVE ALTERNATE A BID Schedule – BOP to Major Road**

<b>Pay Item No.</b>	<b>Pay Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
202.0019.0001A	Removal of Curb and Gutter	LF	766		
202.0015.0001A	Removal of Sidewalk	SY	427		
202.0002.0001A	Removal of Pavement	SY	1,211		
202.0004.0001A	Removal of Culvert Pipe	LF	82		
203.0005.0001A	Borrow	CY	559		
301.0001.0001A	Aggregate Base Course, Grading D-1	TON	530		
401.0001.0001A	HMA, Type II; Class B	TON	172		
603.0021.0001A	Corrugated Polyethylene Pipe 18 Inch	LF	132		
603.0021.0002A	Corrugated Polyethylene Pipe 24 Inch	LF	40		
608.0001.0006A	Concrete Sidewalk, 6 Inches Thick	SY	28		
608.0003.0001A	Asphalt Sidewalk	SY	343		
608.0006.0001A	Curb Ramp	EA	3		
609.0002.0001A	Curb and Gutter, Type Mountable	LF	788		
618.0005.0001A	Seeding	Lump Sum	All Req'd		
620.0002.0001A	Topsoil	SY	866		
627.0001.0001A	10-Inch HDPE Water Pipe	LF	1,612		
627.0005.0001A	Fire Hydrant Assembly with Gravel Access Pad	EA	3		
627.0007.0001A	Fire Hydrant Removal	EA	1		
627.0008.0001A	1-Inch Poly Water Service	EA	11		
627.0008.0003A	8-Inch HDPE Water Service	EA	2		
627.0009.0002A	10-Inch Gate Valve	EA	6		
627.0011.0001A	Locate Existing Water Services	Lump Sum	All Req'd		
627.0012.0001A	Temporary Water Service	Lump Sum	All Req'd		
635.0001.0001A	Insulation Board	EA	79		
640.0001.0001A	Mobilization and Demobilization	Lump Sum	All Req'd		
641.0001.0001A	Erosion, Sediment and Pollution Control Administration	Lump Sum	All Req'd		
641.0003.0001A	Temporary Erosion, Sediment and Pollution Control	Lump Sum	All Req'd		
642.0001.0001A	Construction Surveying	Lump Sum	All Req'd		
643.0002.0001A	Traffic Maintenance	Lump Sum	All Req'd		
643.0015.0001A	Flagging	HR	300	\$58.00	\$17,400.00
644.0015.0001A	Nuclear Testing Equipment Storage Shed	Lump Sum	All Req'd		
670.0001.0001A	Painted Traffic Markings	Lump Sum	All Req'd		

**Total Additive Alternate A Bid Amount in Figures: \$** \_\_\_\_\_

**Total Add. Alt. A Bid Amount in Words:** \_\_\_\_\_

**Date** \_\_\_\_\_ **Bidder:** \_\_\_\_\_

**(Company Name)**

**SECTION 00320 – BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, 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.

WHEREAS, 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:

**SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
Contract No. HB19-02**

NOW THEREFORE, 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)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

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 08.18. *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 CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

\_\_\_\_\_  
 CONTRACTOR, Authorized Signature

\_\_\_\_\_  
 CONTRACTOR, Printed Name

\_\_\_\_\_  
 COMPANY

## SECTION 00360 – SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Bidder involving 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 involving work for which the Subcontractor was listed;
  7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Bidder's labor agreement; or
  9. is determined by the OWNER not to be responsible.
  10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – 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: **SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT**

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:

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

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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:

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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.

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6. Per Alaska Statute 36.90.210, 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 3 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-1?  
 No  Yes

If YES, describe type, quantity, and approximate cost:

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3. Do you propose to rent any equipment for this work not listed on table B-1?  No  Yes

If YES, describe type and quantity:

---



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

If NO, please explain:

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

\_\_\_\_\_  
 Contractor

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



**SECTION 00400 – ANTI-DISCRIMINATION CLAUSE, EEO, AND  
DEBARMENT CERTIFICATION**

**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
ALASKA CLEAN WATER FUND AND ALASKA DRINKING WATER FUND  
ANTI-DISCRIMINATION CLAUSE,  
EQUAL EMPLOYMENT OPPORTUNITY (EEO)  
AND DEBARMENT CERTIFICATION REQUIREMENTS**

The CONTRACTOR shall comply with the following Anti-Discrimination 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 33 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."*

Projects receiving State of Alaska Department of Environmental Conservation (ADEC) loans require the CONTRACTOR to comply with the following EEO and Debarment requirements. These Documents are made a part of the Contract Documents by reference:

ADEC EEO Statement of Acknowledgement	1 page
EEO Employer Information Report EEO-1	2 pages
EPA Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Form 5700-49	1 page

Federal debarment. Bidders shall insure they, and their subcontractors, are not debarred from working on federally funded projects. Prior to notice of intent to award the OWNER will check the apparent low bidders status at <https://www.sam.gov/SAM/>. If the bidder, or subcontractors, are found to be debarred it will result in bid being rejected and a forfeiture of the bid bond. Before contract execution the prime and all subcontractors will be required to fill out and sign EPA Form 5700-49.

**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:**

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**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 EEO-1 report 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 an EEO-1 report this year.

NO (go to PART B)  YES (go to PART C)

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**PART B.** The company named below (Part C) has submitted an EEO-1 report this year, or intends to at this time.

NO  YES

NOTE: On-line EEO-1 report filing may be accessed at the following web address:

<https://egov.eeoc.gov/eeo1/eeo1.jsp>

EEO-1 reporting and instructions may be obtained by writing or e-mail to:

EEO-1 Joint Reporting Committee  
P.O. Box 78040  
Washington, DC 20013-8040  
Telephone 1-866-286-6440  
Email: [e1.techassistance@eeoc.gov](mailto:e1.techassistance@eeoc.gov)

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**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? <input type="checkbox"/> Yes <input type="checkbox"/> No					

### Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
<input type="checkbox"/> Yes	<input type="checkbox"/> 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?
<input type="checkbox"/> Yes	<input type="checkbox"/> 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): <input style="width: 100px;" type="text"/>		

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						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.)  
 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 708(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

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EPA Project Control Number

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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.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative Date

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I am unable to certify to the above statements. My explanation is attached.

## SECTION 00500 – AGREEMENT

THIS 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. HB19-02, SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT.

**The WORK is generally described as follows:** The WORK covered in the Contract Documents outlines the requirements for replacement of existing asbestos cement (AC) water pipe with new high density polyethylene (HDPE) water pipe, poly water services, valves, hydrant assemblies, and other water system improvements on Small Tracts Road, Mud Bay Road, and 3<sup>rd</sup> Avenue in Haines, AK. The Base Bid portion of the WORK consists of improvements noted in the Plans from Major Road to the End of Project (EOP) on Small Tracts Road. The Additive Alternate A portion of the WORK consists of the improvements noted in the Plans from the Beginning of Project (BOP) at Haines Highway/3<sup>rd</sup> Avenue to Major Road. The Haines Borough reserves the right to award only the Base Bid portion of the WORK.

The WORK to be paid under this contract shall include either of the following as shown in Section 00310- Bid Schedule (check which Bid Schedule(s) are applicable to this Agreement):

**Total Base Bid**

or

**Total Base Bid + Additive Alternate A Bid**

### ARTICLE 2. CONTRACT COMPLETION TIME.

All WORK must be completed by **September 30, 2020.**

### 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.

SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
CONTRACT No. HB19-02

HAINES BOROUGH, AK  
Page 30

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. HB19-02, SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT**, 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 \_\_\_\_\_  
\_\_\_\_\_, except as adjusted in accordance with the provisions of the Contract Documents.

#### **ARTICLE 6. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 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 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

#### **ARTICLE 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement and the following sections of the Contract Documents:

- Table of Contents.
- Notice Inviting Bids.
- Instructions to Bidders.
- Bid.
- Bid Schedule.
- Bid Bond.
- Subcontractor Report.
- Contractor Financial Responsibility.
- Performance Bond.
- Payment Bond.
- Insurance Certificate(s).
- General Conditions.
- Supplementary General Conditions.
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination.
- Permits.
- Drawings consisting of 28 sheets, as listed in the Table of Contents.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.
- Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2020 Edition.
- American Iron and Steel Requirements.
- Anti-Discrimination Clause, EEO, and Debarment Certifications.
- Special Provisions
- 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 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

**ARTICLE 8. MISCELLANEOUS.**

Terms used in this Agreement which are defined in Article 1 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:

103 Third Avenue S. \_\_\_\_\_

\_\_\_\_\_

Haines, AK 99827 \_\_\_\_\_

\_\_\_\_\_

907-766-6400      907-766-2716  
(Phone)                      (Fax)

\_\_\_\_\_  
(Phone)                      (Fax)

Email: \_\_\_\_\_

Contractor's License No.:  
\_\_\_\_\_



**SECTION 00500 – AGREEMENT**

**CERTIFICATE**

(if Corporation)

STATE OF )  
 ) SS:  
COUNTY 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**

(if Partnership)

STATE OF )  
 ) SS:  
COUNTY 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 Venture)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of \_\_\_\_\_ a joint venture existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Joint Venture, be and is hereby authorized to **execute the Agreement** with the HAINES BOROUGH and this joint venture and that the execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this joint venture.”

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 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 THIS 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:

**SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
Contract No. HB19-02**

NOW, THEREFORE, 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**

**SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
Contract No. HB19-02**

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 THIS 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:

**SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
Contract No. HB19-02**

NOW, THEREFORE, 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**

**SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT  
Contract No. HB19-02**

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.

Wherever 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(s) 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 Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), 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 involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

Holidays - The Haines Borough legal holidays occur on:

- A. New Year's Day - January 1
- 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 4
- F. Labor Day - First Monday in September
- G. Alaska Day - October 18
- H. Veteran's Day - November 11
- 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 30 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 14.8. 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 1 through 16 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.**

2.1 DELIVERY 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.

2.3 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.

### **2.4 STARTING THE WORK**

A. The CONTRACTOR shall begin to perform the WORK within 10 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.

2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK as required below:

A. Pre-Construction Conference

1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
  - a. ENGINEER and Inspector.
  - b. Representatives of OWNER.
  - c. Governmental representatives as appropriate.
  - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
  - a. Plan of Operation.
  - b. Project Schedule in a format accepted by the ENGINEER.
  - c. Procurement schedule of major equipment and materials and items requiring long lead time.
  - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
  - e. Name and telephone number of CONTRACTOR's Project Superintendent.
  - f. Traffic Control Plan(s) and Phasing Plans (if applicable).
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:
  - a. Status of CONTRACTOR's insurance and bonds.
  - b. CONTRACTOR's tentative schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical WORK sequencing and long lead time items.
  - g. Field decisions and Change Orders.

- h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
  - i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
- 4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.
  - 5. The CONTRACTOR and its Subcontractors should plan on the conference taking no longer than three hours. Items listed in paragraph 3 will be covered as well as a review of the Drawings and Specifications with the ENGINEER and OWNER.

2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 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 8 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 1 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 6.5, 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.

### 3.2 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
3. Change Orders
4. ENGINEER's written interpretations and clarifications.
5. Agreement
6. Addenda
7. CONTRACTOR's Bid (Bid Form)
8. Supplementary General Conditions
9. Notice Inviting Bids
10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. 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
3. Addenda/Change Order drawings govern over contract Drawings
4. Contract Drawings govern over standard details

3.2 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).

3.3 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.**

4.1 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.

#### 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

- A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface 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 4.2 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 4.4 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.

#### 4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 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, PCB's, 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.
  3. 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 involve 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 involved 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.

#### 4.4 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 01530 - 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 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

#### 4.5 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.**

#### 5.1 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 570 (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 7 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 CONTRACTOR 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.

## 5.2 INSURANCE

- A. The CONTRACTOR 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 CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR'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 CONTRACTOR 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 VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR 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 CONTRACTOR shall purchase and maintain the following insurance:
1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

4. 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.
5. 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.**

### 6.1 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 8 hours in any one calendar day or 40 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 9.9C and 9.9D.
- 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.

6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the Contract Documents

- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the Contract Documents.
- 6.5 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 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 ARCHTIECT 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.
- 6.7 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.
- 6.8 LAWS 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.

6.9 TAXES. 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.

6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) 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 ENGINEER's 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.

#### 6.11 SAFETY 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 CONTRACTOR 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 CONTRACTOR 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.

#### 6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

6.13 CONTINUING THE WORK. The CONTRACTOR 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 CONTRACTOR and the OWNER may otherwise agree in writing.

#### 6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER of Record, their consultants, sub-consultants 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 CONTRACTOR shall include but not be limited to the following:
  - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR, its employees, or agents;

4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, 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.
5. 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 CONTRACTOR, its employees, or agents;
6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.

B. The CONTRACTOR 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 6.14.

C. The indemnification obligation under this Paragraph 6.14 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 CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved 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 CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.

6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and to its assignee or transferee, growing out of such termination.

6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY 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 CONTRACTOR'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 CONTRACTOR will be direct from the Haines Borough Water Utilities Division.

#### 6.18 OPERATING WATER SYSTEM VALVES

A. The CONTRACTOR 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 CONTRACTOR 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.

6.19 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 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 8:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless written approval is first granted by a Borough Official or the ENGINEER.

## **ARTICLE 7. OTHER WORK.**

### 7.1 RELATED WORK AT SITE

- 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.**

### 8.1 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.
- 8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.
- 8.3 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 4.1 and 4.5.
- 8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.
- 8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.
- 8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.
- 8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

## **ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION.**

- 9.1 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.
- 9.2 VISITS TO SITE. 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.
- 9.3 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.
- 9.4 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.
- 9.5 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 involved in a manner that minimizes the impact 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 11 or 12.
- 9.6 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 13.3G, whether or not the WORK is fabricated, installed, or completed.

## 9.7 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 "or 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 14.

## 9.8 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 11 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 14.12) 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.

## 9.9. 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 9.9C or 9.9D.

- 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.**

### 10.1 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 11 and 12.
- 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 11 and 12.
- 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 uncovering WORK as provided in Paragraph 13.3G.
- 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 10.1A;
  - 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
  - 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 9.8.

- 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.

## 10.2 ALLOWABLE QUANTITY 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, wherever 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 25% 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 11.

## **ARTICLE 11. CHANGE OF CONTRACT PRICE.**

### 11.1 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 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- 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 involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
  3. On the basis of the "Cost of WORK" (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph

11.4).

11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and WORK, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the WORK, materials, or equipment.

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

A. General. The term "Cost of WORK" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra WORK. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.

B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra WORK at the time the extra WORK is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned WORK and only that applicable to extra WORK shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.

C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra WORK items or the current wholesale price for such materials delivered to the WORK site, whichever price is lower.
4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned 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 on-line at <http://www.equipmentwatch.com/rbb.htm> or contact Equipment Watch at (800) 669-3282.

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 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
2. When daily rates are listed, any part of a day less than 4 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 (3), (4), and (5), following.
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
4. 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 11.3B,

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.

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, 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:

1. 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 invoices and determination of market values by the ENGINEER, invoices 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 invoices for the WORK may be accepted without detailed itemization.
3. All invoices 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 11.4, herein, an allowance of 5 percent will be added to invoices 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.

#### 11.4 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 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

##### Actual Overhead and Profit Allowance

Labor.....15%  
Materials.....10%  
Equipment.....10%

To the sum of the costs and mark-ups provided for in this Article, one (1) 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 (5) percent of the Subcontractor's total cost for the extra WORK. Regardless of the number of hierarchical tiers of Subcontractors, the five (5) percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

#### 11.5 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 11.3, 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.
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
4. 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 11.4 above).
5. 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 11.4.

### **ARTICLE 12. CHANGE OF CONTRACT TIME.**

#### 12.1 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 9.8 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 12.1. 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 7, 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 7.

12.2 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 10 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 50-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.**

13.1 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.

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.

#### 13.3 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 re-inspection 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 7.1) 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 recovered 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 11 and 12.

13.4 OWNER MAY 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.

13.5 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.

#### 13.6 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 13.6, 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.

13.7 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.**

14.1 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.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price WORK will be based on the number of units completed.

#### 14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by law, on the 25th 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 WORK 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 WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.
- 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 14 of the General Conditions until 90% of the contract amount has been paid. The remaining 10% 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 WORK 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 \$5000 and will become a permanent part of the WORK. 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.

14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

#### 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within seven (7) 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 (subject to the provisions of Paragraph 14.5B) 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 (7) days (with a copy to the ENGINEER) stating the reasons for such action.

#### 14.6 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.

14.7 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.

14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining WORK items referred to in Paragraph 14.7 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.

#### 14.9 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 14 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.

#### 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-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 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 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 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B 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 30 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.

14.11 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.

14.12 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 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 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 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

### **ARTICLE 15. SUSPENSION OF WORK AND TERMINATION.**

15.1 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 90 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 11 and 12.

15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

- A. In the event of default by the CONTRACTOR, the OWNER may give 10 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: (1) 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; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) 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 15.2A, 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.

15.3 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: (1) 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 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 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 10-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 15.3, herein, and as determined in accordance with the requirements of said paragraph.

**ARTICLE 16. MISCELLANEOUS.**

16.1 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.

#### 16.2 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 level such stockpile(s); 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.

16.3 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.

16.4 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 order(s) shall be covered by an appropriate contract change document.

16.5 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.

16.6 GRATUITY AND CONFLICT OF INTEREST. 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.

16.7 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.

16.8 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 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972). 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 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.

C. Any CONTRACTOR or Subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), 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 36.05.010).

16.9 PREVAILING WAGE RATES

A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of

wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.

- B. Failure to Pay Agreed Wages, AS 36.05.080. 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 or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the WORK. The OWNER may prosecute the WORK to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).
- C. Listing CONTRACTORS Who Violate contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may 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. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

16.10 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 23.10.060.

#### 16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 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.
  - 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the WORK 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 OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the WORK 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 CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER, 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 CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR'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 OWNER'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 WORK attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the WORK 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 CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER 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 OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all Bonds and insurance requirements for the Project, to include the cost reduction WORK.

## 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 and *replace* with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction (2020 Edition), Technical Specifications, American Iron and Steel Requirements, Anti-Discrimination Clause, EEO, and Debarment Certifications, Drawings, Permits, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

**SGC 2.2 COPIES OF DOCUMENTS.** *Add* 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* No. 12. Technical Specifications and No. 13 Drawings, and *add* the following:

12. Special Provisions
13. Drawings
14. Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2020 Edition

**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.1 of the General Conditions) as in accordance with AS 23.30.045:

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

3. Employers Liability
 

Bodily Injury by Accident:	\$100,000.00 Each Accident
Bodily Injury by Disease:	\$100,000.00 Each Employee
Bodily Injury by Disease:	\$500,000.00 Policy Limit

  - a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
  - b. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

B. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):

1. General Policy
 

	\$1,000,000.00 Each Occurrence
	\$2,000,000.00 Annual Aggregate
2. Products/Completed Operations
 

	\$1,000,000.00 Each Occurrence
	\$2,000,000.00 Annual Aggregate
3. Personal Injury
 

	\$1,000,000.00 Each Occurrence
--	--------------------------------

C. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit, Bodily Injury and Property Damage \$1,000,000.00

D. Builder's Risk: Builders risk does not apply to this project.

E. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.

F. All policies will provide for 30 Days written notice prior to any cancellation or nonrenewal of insurance policies required under contract. "Will 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. The 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.** *Add* the following paragraph:

- C. The Contractor shall abide the requirements of the following Permits, included in Appendix B of the Project Manual:
1. The Alaska Department of Environmental Conservation, Division of Environmental Health Drinking Water Program *Conditional Construction Approval* and *Conditional Approval of Separation Distance Waiver Request* obtained for this Project.
  2. The Alaska Department of Transportation & Public Facilities Major Utility Permit for this Project.

*Add the following Supplementary General Condition:*

**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 33 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 85%.

**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.

*Add the following Supplementary General Conditions:*

**SGC 17 GENERAL INFORMATION.** This Project is currently funded by grants and loans from the U.S. Environmental Protection Agency and the State of Alaska (Alaska Department of Environmental Conservation).

**SGC 18 TAX CLEARANCE REQUEST FORM.** To ensure compliance with AS 23.20.265, the CONTRACTOR shall complete and submit the following "Tax Clearance Request Form for Contractors" to the Alaska Department of Labor and Workforce Development. Tax Clearance shall be returned to:

Haines Borough Clerk  
103 Third Avenue South  
Haines, Alaska 99827

**SGC 19 COVID-19 SPECIAL REQUIREMENT.** Successful BIDDER is required per State of Alaska Health Mandate 10.1 to submit a Critical Infrastructure Travel Plan to the State of Alaska and the Haines Borough Manager for approval PRIOR to beginning construction.



**Tax Clearance Request Form for Contractors**

Date of request: \_\_\_\_\_

Business name of the contractor a Tax Clearance is being requested for: \_\_\_\_\_

Business address: \_\_\_\_\_

Business contact phone number: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Alaska Employer Account Number: \_\_\_\_\_

Specific time period a tax clearance is being requested for (*i.e. beginning and ending date of a subcontract agreement*):

Subcontract project name: \_\_\_\_\_

Name and address of the person this Tax Clearance is to be returned to: \_\_\_\_\_

Comments or additional information: \_\_\_\_\_

For agency use only:

- Tax Clearance is granted
- Tax Clearance is not granted (*please have employer contact the department*)
- No account on file, liability unknown (*please have employer contact the department*)
- Employer has stated no employees, Tax Clearance not required.

Agency representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency representative title: \_\_\_\_\_

## **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>



## SECTION 00840 – AMERICAN IRON AND STEEL

The Contractor acknowledges to and for the benefit of the HAINES BOROUGH (“Purchaser”) and the STATE OF ALASKA (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of State.

Projects receiving State of Alaska Department of Environmental Conservation (ADEC) loans require that both the CONTRACTOR and OWNER comply with the following Documents, which are made a part of the Contract Documents by reference:

ADEC Municipal Grants & Loans AIS Certification Forms	4 Pages
EPA Q and A Part 1: Valves and Hydrants	2 Pages
EPA Q and A Part 2: Products	7 Pages
EPA Q and A Part 3: Program Coverage	4 Pages

Additional information regarding the American Iron and Steel requirement can be found at:

[http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)



**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

## **American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76) Q&A Part 1: Valves and Hydrants**

Q1: Does the AIS requirement of the Consolidated Appropriations Act of 2014 require minor, miscellaneous components within a covered valve or hydrant, such as nuts, bolts and washers, to be made in the U.S.?

**A1: The definition of "iron and steel products" that must either be domestically produced or subject to a waiver in order to comply with the AIS requirement of the Consolidated Appropriations Act of 2014 includes valves and hydrants. Unlike many other of the "iron and steel products" that are listed in the definition, valves and hydrants are typically precision mechanical products with multiple fitted, operating parts and connections. Valves and hydrants, unlike most of the other listed products, contain other minor components, such as small washers, nuts, and bolts that are of unknown origin but are added to the valve or hydrant during the manufacturing process. For purposes of the 2014 AIS requirement, EPA considers only the significant iron and steel components of a covered valve or hydrant– the body, bonnet, shoe, stem, and wedge/disc/gate/ball – to be within the definition of "iron and steel products" that must either be made domestically, or otherwise must comply with the AIS requirement. The minor components represent a very small percentage of the iron and steel in the hydrants and valves that are defined as "iron and steel products." These minor components, which EPA has learned through our research are currently difficult to find domestically in sufficient quantity, such as minor nuts, bolts, and washers, are not required to be of U.S. origin.**

Q2: Do the actuators/control systems attached to valves have to comply with the AIS requirement, or just the valve itself?

**A2: The AIS requirement of the Consolidated Appropriations Act of 2014 includes valves in its definition of "iron and steel products" that recipients must make certain are either domestically made or subject to a waiver in order to comply with the AIS requirement. Actuators and control systems are not included in the definition. Only the valve itself is required to be either domestically produced or subject to a waiver in order to be compliant with the AIS requirement. Absent a waiver, EPA considers valves and hydrants to be domestically produced if the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and edge/disc/gate/ball – if made of iron or steel, is produced in the U.S. See Q1 above for a discussion about minor components. The valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.**

Q3: Are electric powered motor operated valves excluded based on the valve being motorized equipment (i.e. electrical equipment)?

**A3: No, electric powered motor operated valves are not excluded based on the valve being motorized equipment. The actuator, a motor that controls the valve, is considered a separate product, which is not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor is it considered a construction material. Therefore, the actuator does not need to be domestically produced in the U.S. in order to comply with the requirement. See Q2 for further clarification.**

Q4: Based on EPA's AIS guidance dated March 20, 2014, gates are not considered construction materials and therefore do not have to be produced in the U.S. Does that include gate valves?

**A4: No, valves are specifically listed in the Consolidated Appropriations Act of 2014 as an "iron and steel product" and therefore, absent a waiver, must be produced in the U.S. to be in compliance with the requirement if they are "primarily" iron and steel. Gates as referenced in the EPA March 20, 2014 guidance refer only to common sluice and slide gates, and not to gate valves.**

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014  
(Public Law 113-76)**

**Q&A Part 2**

**PRODUCT QUESTIONS**

**1. Q: Do all fasteners qualify for de minimis exemption?**

**A: No.** There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). See the following: [http://water.epa.gov/grants\\_funding/upload/Deminimis-Waiver-04-15-14.pdf](http://water.epa.gov/grants_funding/upload/Deminimis-Waiver-04-15-14.pdf).

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components comprise a very small quantity of minor, low-cost fasteners that are of unknown origin. See EPA's questions and answers on the subject at the following: [http://water.epa.gov/grants\\_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf](http://water.epa.gov/grants_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf).

**2. Q: Does PCCP pipe have to be domestically produced?**

**A: Yes.** Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

**3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?**

**A: No.** Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

**4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?**



**A: No.** Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

**5. Q: Can a recipient use non-domestic flanged pipe?**

**A: No.** While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

**6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?**

**A: No.** These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

**7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?**

**A: No.** These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

**8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?**

**A:** The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

**9. Q: What does “time needed” mean in the AIS guidance, in reference to the definition of “Reasonably Available Quantity”?**

**A:** For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

**10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?**

**A: Possibly.** The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

**11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?**

**A:** AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

**12. Q: Is cast iron excluded from the AIS requirements?**

**A: No.** Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

**13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.**

**A:** Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

**14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?**

**A: Yes.** “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

**15. Q: Must coiled steel be domestic?**

**A: Yes.** Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

**16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?**

**A: No.** These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

**17. Q: Can assistance recipients rely on a marking that reads, “Made in the USA,” as evidence that all processes took place in the U.S.?**

**A: No.** This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

**18. Q: When determining what constitutes a product made “primarily” of iron or steel, who makes this determination?**

**A:** The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

**19. Q: Do aerators need to be produced domestically in order to comply with AIS?**

**A: No.** Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. “Blowers/aeration equipment, compressors” are listed in EPA’s guidance as non-construction materials.

**20. Q: Are Sluice and Slide Gates considered valves?**

**A: No.** Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, “gates” (meaning sluice, slide or weir gates) are listed in EPA’s guidance as non-construction materials.

**AIS PROCESS QUESTIONS**

**21. Q: Will notices of waiver applications be published in the federal register?**

**A: No.** Applications for waivers will be published on EPA’s website ([http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)). EPA will provide 15 days for open public comment, as noted on the website.

**22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?**

**A. No.** Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

**23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?**

**A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements.** The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

**24. Q: Please further define the state's role in the waiver process.**

**A:** The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

**25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?**

**A:** At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

**PROJECT QUESTIONS**

**26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?**

**A: The project is not ineligible.** AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

**27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?**

**A:** If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

**28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.**

**A: No.** It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

**29. Q: What constitutes “satisfactory quality” as defined in the AIS guidance, in reference to the availability waiver process.**

**A:** “Satisfactory quality” means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

**30. Q: The guidance states that the AIS requirement applies to any project “funded in whole or in part” by an SRF. Where is this in the Act?**

**A:** The Act states that, “None of the funds made available by a ... [State SRF program] ... 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.” This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

**31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?**

**A:** If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented “expectation” is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of “expectation of funding”.

**32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

**A: In most cases, no.** Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

**33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

**A:** If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient’s responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

**34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

**A:** In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient’s responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

**35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

**A: Yes.** For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

## American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

### Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

### CWSRF PROGRAM

- 1. Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

**A: Yes.** The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

<b>CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date</b>		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> <li>• Consolidated Appropriations Act 2014</li> <li>• National waiver signed 4/15/2014*</li> </ul>
On or after 10/1/2014	6/10/2014	<ul style="list-style-type: none"> <li>• Clean Water Act Section 608</li> </ul>

*\* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

**2. Q: Does the AIS requirement apply to refinanced CWSRF projects?**

**A: Yes, in some cases.** If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

**DWSRF PROGRAM**

**3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

**A: Yes.** The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).



**4. Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?**

**A: Yes.** The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

<b>DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date</b>		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> <li>Consolidated Appropriations Act 2014</li> <li>National waiver signed 4/15/2014*</li> </ul>
10/1/2014 through 12/15/2014	4/15/2014	<ul style="list-style-type: none"> <li>Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)**</li> <li>National waiver signed 4/15/2014*</li> </ul>
12/16/2014 through 9/30/2015	12/16/2014	<ul style="list-style-type: none"> <li>Consolidated and Further Continuing Appropriations Act 2015</li> </ul>

\* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

\*\* Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

**5. Q: Does the AIS requirement apply to refinanced DWSRF projects?**

**A: Yes, in some cases.** If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

#### **BOTH CWSRF AND DWSRF PROGRAMS**

- 6. Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

**A: Yes.** The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

## **SECTION 00852 – PERMITS**

### **PART 1 - GENERAL**

#### **1.1 INDEX OF PERMITS**

- A. The CONTRACTOR is required to obtain APDES Construction General Permit coverage for this project and pay the associated permit fee. The OWNER shall be a Co-Operator under this permit. Refer to Section 641 of the Special Provisions for additional information.
- B. The CONTRACTOR shall comply with the requirements of the Alaska Department of Transportation and Public Facilities Major Utility Permit obtained by the OWNER for this Project. Refer to Appendix B of this Project Manual.
- C. The CONTRACTOR shall comply with the requirements of the ADEC Drinking Water Program Approval to Construct authorization obtained by the OWNER for this Project. Refer to Appendix B of this Project Manual.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 – EXECUTION (Not Used)**

## **APPENDIX A – SPECIAL PROVISIONS**

The State of Alaska, Department of Transportation and Public Facilities, Standard Specifications for Highway Construction, 2020 Edition are modified as follows:

## SPECIAL PROVISIONS



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### SMALL TRACTS / MUD BAY / 3<sup>RD</sup> AVE AC PIPE REPLACEMENT

Haines Borough, AK

Contract No. HB19-02

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**Engineer of Record:**



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## DIVISION 100—GENERAL PROVISIONS

### SECTION 101 DEFINITIONS AND TERMS

#### SPECIAL PROVISIONS

##### 101-1.02 ACRONYMS.

*Add the following acronyms to subsection 101-1.02:*

**DEC** Alaska Department of Environmental Conservation  
**HB** Haines Borough

##### 101-1.03 DEFINITIONS.

*Add the following to subsection 101-1.03:*

Wherever 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 an entire word is capitalized in the definitions and is found not capitalized in the Contract Documents it has the ordinary dictionary definition.

**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. Also includes the definition of CONTRACT.

**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.

**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.

**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.

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

**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 and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph. Also includes the definition of PLANS.

**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.

**ENGINEER OF RECORD.** The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

**FIELD ORDER.** A written order issued by the ENGINEER which may or may not involve a change in the WORK.

**HAZARDOUS WASTE.** The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

**HB PUBLIC FACILITIES DIRECTOR.** The authorized representative of the Haines Borough, as OWNER, who is responsible for administration of the contract.

**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 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.

**OWNER.** The Haines Borough (HB), acting through its legally designated officials, officers, or employees.

**PARTIAL UTILIZATION.** Use by the OWNER or 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.

**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 WORK.

**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, or with any of its Consultants to furnish services with respect to the Project.

**SUPPLEMENTARY GENERAL CONDITIONS (SGC).** The part of the Contract Documents which make additions, deletions, or revisions to these General Provisions.

**SUPPLIER.** A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

**TECHNICAL SPECIFICATIONS.** Special Provisions consisting of written technical descriptions of products and descriptions on 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.

**WARRANTY.** A guarantee or promise by the Contractor, written or implied and issued to the Owner, promising to repair or replace deficient Work within a specified period of time.

*Delete the following from subsection 101-1.03 and replace with these definitions:*

**DEPARTMENT.** The Haines Borough.

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

**HOLIDAYS.** The HB legal holidays occur on:

1. New Year's Day - January 1
2. President's Day - Third Monday in February
3. Memorial Day - Last Monday in May
4. Independence Day - July 4
5. Labor Day - First Monday in September
6. Alaska Day - October 18
7. Veteran's Day - November 11
8. Thanksgiving Day - Fourth Thursday and the following Friday in November
9. Christmas Eve – December 24
10. 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.

**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.

**STATE.** The Haines Borough, acting through its authorized representative.

**STATION.** A distance of 100 feet measured horizontally, usually along centerline.

**SECTION 102  
BIDDING REQUIREMENTS AND CONDITIONS**

**SPECIAL PROVISION**

Delete Section 102 in its entirety.

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**SPECIAL PROVISION**

Delete Section 103 in its entirety.

**SECTION 104  
SCOPE OF WORK**

**SPECIAL PROVISION**

Delete Section 104 in its entirety.



**SECTION 105  
CONTROL OF WORK**

**SPECIAL PROVISIONS**

**105-1.02 PLANS AND WORKING DRAWINGS.**

*Delete subsection 105-1.02 in its entirety.*

**105-1.04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS**

*Delete subsection 105-1.04 in its entirety.*

**105-1.14 PARTIAL COMPLETION.**

*Delete subsection 105-1.14 in its entirety.*

**105-1.15 PROJECT COMPLETION.**

*Delete subsection 105-1.15 in its entirety.*

**105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION.**

*Delete subsection 105-1.16 in its entirety.*

**105-1.17 CLAIMS.**

*Delete subsection 105-1.17 in its entirety.*

**105-1.18 WARRANTIES (RESERVED).**

*Add the following to subsection 105-1.18:*

The Contractor shall, for a period of 1-year from the date of Project Completion as established in writing by the Engineer, Warranty all water system improvements constructed under the Agreement to be free of leaks and fully operational. This Warranty includes ensuring the full operating condition of installed valves, hydrants, curb stops and other water system apparatuses within the Work limits. All water pipe, water services, and connections to existing pipe shall remain leak free during the Warranty period.

Should water system deficiencies, nonconformances, or leaks be discovered by the Haines Borough or its representatives during the Warranty period, the Contractor is responsible for all direct and third-party costs to investigate, discover, repair, replace and otherwise correct the issue to the satisfaction of the Haines Borough.

**SECTION 106  
CONTROL OF MATERIAL**

**SPECIAL PROVISION**

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.**

*Delete subsection 106-1.01 in its entirety.*

**SECTION 108  
PROSECUTION AND PROGRESS**

**SPECIAL PROVISION**

Delete Section 108 in its entirety.

**SECTION 120  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

**SPECIAL PROVISION**

Delete Section 120 in its entirety.

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 CLEARING AND GRUBBING**

#### **SPECIAL PROVISIONS**

##### **201-4.01 METHOD OF MEASUREMENT**

Delete this subsection in its entirety and replace with the following:

Work under this section will not be measured for payment.

##### **201-5.01 BASIS OF PAYMENT**

Delete the subsection in its entirety and replace with the following:

Clearing and/or grubbing shall be considered subsidiary to the Work.

**SECTION 202  
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**SPECIAL PROVISION**

**202-5.01 BASIS OF PAYMENT.**

Add the following to the end of this subsection:

Removal, disposal or abandonment in-place of existing water pipe, services, valves, fittings, hydrants and other water system apparatuses shall not be measured for payment and is considered subsidiary to the Work.

Removal of concrete slab(s) where shown in the Drawings shall be paid for under Item 202.0003.\_\_\_\_ Removal of Sidewalk.

**SECTION 203  
EXCAVATION AND EMBANKMENT**

**SPECIAL PROVISIONS**

**203-2.01 MATERIALS.**

Delete item 3. Borrow. in its entirety and replace with the following:

3. Borrow. Engineer approved 8-inch minus material with no more than 6% passing by weight the No. 200 sieve. Borrow required for embankments, trench backfill, or other portions of the Work shall be imported from sources outside the right-of-way limits for the project.

**203-5.01 BASIS OF PAYMENT.**

Add the following to the end of this subsection:

Stockpiling, hauling, placement, and multiple handlings of suitable material generated from excavation activities shall be subsidiary to other Work. Excavation and embankment as shown on the Plans shall be subsidiary to other Work.

**SECTION 204**  
**STRUCTURE EXCAVATION FOR CONDUITS AND MINOR STRUCTURES**

**SPECIAL PROVISIONS**

**204-1.01 DESCRIPTION.**

*Delete this subsection in its entirety and replace with the following:*

Excavation and backfill for installation or removal of pipe culverts, storm drains, manholes, inlets, water pipe, water services, valves, connections to existing water pipe or services, vaults, diversion structures and other minor structures.

Perform all pumping, bailing, draining, sheeting, shoring, bracing, and incidentals required for proper execution of the Work.

**204-2.01 MATERIALS.**

*Delete this subsection in its entirety and replace with the following:*

Use aggregate base course materials meeting the gradations of C-1 or D-1 in Subsection 703-2.01 for bedding material, unless otherwise approved by the Engineer.

Use excavated native material for the remainder of the backfill per the Drawings unless deemed unsuitable by the Engineer.

Use all suitable material from excavation for backfill prior to using material from another source, unless otherwise shown in the Drawings.

For imported backfill, meet the requirements in Subsection 203-3.01 for Borrow.

Materials used below the bedding layer shown in the Drawings shall be approved by the Engineer.

**204-3.01 CONSTRUCTION REQUIREMENTS.**

*Delete this subsection in its entirety and replace with the following:*

Remove and dispose of unsuitable foundation material below the designed elevation when approved by the Engineer. Replace with approved material.

Remove rock or other unyielding material, when encountered, to the depth shown on the Plans for minimum bedding thickness, or as directed, and replace with approved material.

Place bedding in uniform layers not more than 6 inches deep and compact to meet Subsection 203-3.04. Ponding or jetting is not permitted. Dewater trenches as necessary to ensure compaction requirements can be met on each lift of bedding.

Place backfill in uniform layers not more than 8 inches deep and compact to meet Subsection 203-3.05. Ponding or jetting is not permitted.

Place backfill as uniformly as possible on all sides of structural units. Avoid unbalanced loading of backfill which could damage the structure.

Support and protect existing storm pipe, culverts, conduits or utilities, which are not scheduled for removal or abandonment, when encountered in the excavation.

Remove all sheeting and bracing used in structure excavation upon completion of the work.

**204-4.01 METHOD OF MEASUREMENT.**



Delete subsection 204-4.01 in its entirety.

**204-5.01 BASIS OF PAYMENT.**

Delete this subsection in its entirety and replace with the following:

Subsidiary Work includes the placing and compacting of all backfill and bedding when the materials used are obtained from excavation or imported from offsite sources. Any clearing and grubbing required and not paid for under some other item, formation of any embankments made with surplus material from structure excavation, and disposal, stockpiling, handling and placement of all suitable or unsuitable excavation, including surplus material unused by the project, shall be considered subsidiary to the Work.

Additional excavation beyond the limits shown in the Drawings to provide for connection to existing water pipes or services, shoring, sheeting, bracing sheet piles, excavation shields or flattening of the excavation slopes, is subsidiary to the Work.

All agency permits, dewatering, pumping, bailing, draining, sheeting, shoring, bracing, and incidentals required for proper execution of the Work shall be subsidiary to other items.

Additional excavation beyond the limits shown in the Drawings, including placement of drain rock or similar materials to aid in the dewatering of trenches and placement of bedding materials, shall be subsidiary to other items of Work.

## **DIVISION 300 - BASES**

### **SECTION 303 RECONDITIONING**

#### **SPECIAL PROVISIONS**

##### **303-1.01 DESCRIPTION.**

Add the following to the end of this subsection:

Work under this section includes restoring all areas disturbed by the work, such as ditches, drainage ways, shoulders, yards, and similar, to match pre-construction slopes, grades, and general site topography.

Work under this section includes prepping and grading roadway shoulders where shown in the Drawings prior to placement of shouldering materials.

##### **303-2.01 MATERIALS.**

Delete this subsection in its entirety and replace with the following:

Per the Drawings or other specifications, unless otherwise approved by the Engineer.

##### **303-4.01 METHOD OF MEASUREMENT.**

Delete this subsection in its entirety and replace with the following:

Work under this section will not be measured for payment.

##### **303-5.01 BASIS OF PAYMENT.**

Delete this subsection in its entirety and replace with the following:

Materials imported for shouldering shall be measured and paid under their respective Bid Item(s).

Reconditioning as shown on the Drawings, described herein, or directed by the Engineer shall be subsidiary to other Work.

All other Work under Section 303 shall be subsidiary to Work under other pay items.

**SECTION 305  
STOCKPILED MATERIAL**

**SPECIAL PROVISIONS**

**305-4.01 METHOD OF MEASUREMENT.**

Delete subsection 305-4.01 in its entirety and replace with the following:

Work under this section will not be measured for payment.

**305-5.01 BASIS OF PAYMENT.**

Delete subsection 305-5.01 in its entirety and replace with the following:

All work involved in preparing the stockpile site is subsidiary.

All Work under Section 305 shall be subsidiary to Work under other pay items.

## **DIVISION 400 – ASPHALT PAVEMENTS AND SURFACE TREATMENTS**

### **SECTION 401 HOT MIX ASPHALT PAVEMENT**

#### **SPECIAL PROVISIONS**

##### **401-2.01 ASPHALT BINDER.**

Delete subsection 401-2.01 in its entirety and replace with the following:

Per DOT&PF Regional Materials Engineer or Regional Quality Assurance Engineer approved Job Mix Design (JMD).

##### **401-2.02 LIQUID ANTI-STRIP ADDITIVE.**

Delete subsection 401-2.02 in its entirety and replace with the following:

Per DOT&PF Regional Materials Engineer or Regional Quality Assurance Engineer approved Job Mix Design (JMD).

##### **401-2.07 AGGREGATES.**

Delete subsection 401-2.07 in its entirety and replace with the following:

Per DOT&PF Regional Materials Engineer or Regional Quality Assurance Engineer approved Job Mix Design (JMD).

##### **401-2.08 RECYCLED ASPHALT PAVEMENT.**

Delete subsection 401-2.08 in its entirety and replace with the following:

Per DOT&PF Regional Materials Engineer or Regional Quality Assurance Engineer approved Job Mix Design (JMD).

##### **401-2.09 JOB MIX DESIGN.**

Delete subsection 401-2.08 in its entirety and replace with the following:

Submit for ENGINEER approval a JMD that has been previously approved by the DOT&PF Regional Materials Engineer or Regional Quality Assurance Engineer for use on a State of Alaska construction project in Haines, AK within the last 3 years from the date of the Notice to Proceed.

## **DIVISION 600-MISCELLANEOUS CONSTRUCTION**

### **SECTION 603 CULVERTS AND STORM DRAINS**

#### **SPECIAL PROVISION**

##### **603-4.01 METHOD OF MEASUREMENT.**

*Add the following to the end of this subsection:*

Culvert and storm drain pipe removed and replaced by the Contractor in order to access the Work shall not be measured for payment.

##### **603-5.01 BASIS OF PAYMENT.**

*Delete the second paragraph in Subsection 603-5.01 and replace with the following:*

All dewatering, sheeting, shoring, bracing, stockpiling, excavation, bedding, and backfill shall be subsidiary to the Work under Section 603 and will not be paid for.

*Add the following to the end of this subsection:*

Culvert and storm drain pipe removed and replaced by the Contractor in order to access the Work will not be paid for unless directed by the Engineer.

**SECTION 604  
MANHOLES AND INLETS**

**SPECIAL PROVISIONS**

**604-1.01 DESCRIPTION.**

Add the following to the end of this subsection:

Work under this Section includes replacing manhole or inlet frames and grates where shown in the Drawings, including adjusting new frames and grates to finished grade using pre-cast concrete risers and rubber adjustment rings.

**604-2.01 MATERIALS.**

Add the following to the end of the list in this subsection:

Rubber Adjustment Rings

INFRA-RISER® or Approved Equal

**604-3.01 CONSTRUCTION REQUIREMENTS.**

Add the following to the end of this subsection:

Install rubber adjustment rings between the top riser and bottom of manhole or inlet frame as a final adjustment to finished grade. Use silicon or epoxy-based adhesive to secure rubber adjustment rings to risers and frames. Do not use concrete or mortar between rubber adjustment rings and frames. Procure and installed tapered rubber adjustment rings where needed to match finished grade cross slopes and grades.

**604-4.01 METHOD OF MEASUREMENT.**

Delete this subsection in its entirety and replace with the following:

Work associated with installing gutter inlet, frame and grates and adjusting to finished grade as shown in the Drawings will not be measured for payment.

**604-5.01 BASIS OF PAYMENT.**

All Work under Section 604 shall be subsidiary to Work under other pay items and will not be paid for.

**SECTION 608  
SIDEWALKS**

**SPECIAL PROVISIONS**

**608-4.01 METHOD OF MEASUREMENT.**

Delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs in Subsection 608-4.01 and replace with the following:

Concrete Sidewalk. By area of finished surface, including driveway cuts and driveway cut ramps. Curb Ramps and landings are excluded from this measurement.

Asphalt Sidewalk. By finished surface, including ramps and asphalt driveway cuts.

**608-5.01 BASIS OF PAYMENT.**

Add the following to the end of this subsection:

Base course placed under sidewalks to the limits shown in the Drawings shall be paid for under its' respective Bid Item(s).

**SECTION 609  
CURBING**

**SPECIAL PROVISIONS**

**609-1.01 DESCRIPTION.**

Add the following to the end of Subsection 609-1.01:

Type 4: Mountable

**609-3.01 GENERAL.**

Add the following to the end of Subsection 609-3.01:

Mountable type of curb and gutter includes depressed curb through driveway cuts and curb ramps, as well as valley gutter where shown on the Plans.

Contractor is responsible for confirming grade and drainage requirements noted in the Plans are met to the satisfaction of the Engineer prior to pouring curb and gutter.

**609-4.01 METHOD OF MEASUREMENT.**

Delete Subsection 609-4.01 and replace with the following:

See Section 109 and as follows:

Curb and Gutter, Type \_\_\_\_\_. Measured along the front face of the curb or flowline of the gutter at the finished grade elevation. Measurement includes depresses sections of curb for curb ramps and driveway cuts, as well as valley gutter where shown in the Plans. No deduction in length will be made for drainage structures or ramps installed in or adjacent to the curb and gutter.

**609-5.01 BASIS OF PAYMENT.**

Add the following to the end of Subsection 609-5.01:

Procurement and replacement of frame and grate for inlets per Section 603 and the Plans, including installation of rubber adjustment rings and adjustments to finished grade, shall be subsidiary to this Work and will not be paid for separately.



**SECTION 618  
SEEDING**

**SPECIAL PROVISION**

**618-5.01 BASIS OF PAYMENT.**

*Delete the first paragraph in this subsection and replace with the following:*

Mulching, soil preparation, fertilizer, and water required for hydraulic method or irrigation are subsidiary.

## **SPECIAL PROVISION**

Delete Section 627 Water System in its entirety and replace with the following:

### **SECTION 627 WATER SYSTEM**

#### **627-1.01 DESCRIPTION.**

The Work under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing buried water pipe and fittings, thrust blocks, tie rods, disinfection and testing, valves and valve boxes, raising or lowering existing valve boxes to conform to the final grade, fire hydrant assemblies (including the hydrant leg), auxiliary gate valves, electrical tracer wire, tie rods, fire hydrant access pads, water services, service saddles, corporation stops, service pipe, curb stops, curb boxes, warning tape, and removing existing fire hydrant assemblies.

#### **627-2.01 MATERIALS.**

All materials incorporated into the Water System shall meet American Iron and Steel Requirements as detailed elsewhere in the Contract Documents.

Use materials that conform to the requirements of the following subsections.

#### **627-2.02 HDPE WATER PIPE.**

All water pipe shall be High Density Polyethylene Pipe (HDPE) and fittings are to be manufactured in accordance with AWWA C906 with the additional stipulation that the HDPE is to be manufactured from PE4 710 polyethylene compounds that meet or exceed ASTM D3350 Cell Classification 445574. HDPE pipe and fitting material compound is to contain color and ultraviolet (UV) stabilizer meeting or exceeding the requirements of Code C per ASTM D3350. All fittings are to have pressure class ratings not less than the pressure class rating of the pipe to which they are joined.

1. All pipe 4" and greater shall be DR 11, 200 psi, pressure rating or greater.
2. All pipe 4" and greater shall have standard iron pipe size (IPS) outside diameter.
3. The individual who performs the joint fusion shall have written certification from an HDPE pipe manufacturer or supplier stating he/she has successfully completed a certification class on joint fusion techniques and procedures.
4. All HDPE pipe shall be installed with a No. 10 A WG high-strength copper clad steel with a 30- mil HDPE insulation jacket (color blue) tracer wire and have a 600-pound average tensile break load. Tracer wire is to be manufactured by Copperhead Industries or an approved equal. Main line tracer wire shall not be spliced and shall be continuous between valve boxes. Service tracer splice connections into the main trace wire are to be constructed using DryConn Waterproof Direct Bury Lugs as manufactured by King Innovation or approved equal.

#### **627-2.03 JOINTS.**

All HDPE pipe shall be joined using butt-fused connection methods.

Unless otherwise shown on the Drawings, Details, or as specified below, pipe joints shall be push-on rubber gasket type conforming to the requirements of AWWA C111.

Restrained joint water pipe shall be U.S. Pipe TR FLEX, U.S. Pipe field Loc Gasket, EBBA IRON "Mega-lug System," Griffin Snap Lock, Pacific State Lock Mechanical type, or approved equal. Restrained push-on joints for pipe shall be designed for a water working pressure of 250 psi and shall be capable of being deflected a minimum of 3° per joint, for pipe sizes through 18 inches, after assembly.

#### **627-2.04 FITTINGS.**

Fittings for all water pipe and restrained joint water pipe shall be U.S. Pipe TR FLEX, push-on gasket fittings compatible with U.S. Pipe Field Loc Gasket, mechanical joint fittings with EBBA IRON "Mega-lug System" Griffin Snap Lock, Pacific State Lock Mechanical Type, or approved equal.

For connecting to existing water mains, the CONTRACTOR shall use a mechanical joint tee and a mechanical joint cutting-in-sleeve similar to Clow F-1220 or Mueller H-843, or a cast iron coupling similar to Rockwell 431, or approved equal. The length of all sleeves and couplings shall equal or exceed the diameter of the pipe.

All valve clusters consisting of a tee and one or more valves, including fire hydrant legs, shall be monolithically restrained with EBBA Iron "Mega-lug System," or approved equal.

All MJ glands, mega lugs and followers shall be epoxy coated ductile iron.

All MJ gaskets shall be NSF 61 Certified.

ALL nuts and bolts used for MJ connections shall be Stainless Steel. The Stainless Steel nuts shall be finished with *TRIPAC 2000 BLUE* coating system or approved equal.

ALL bolts used for MJ Connections shall be capped with ASTM B418, minimum 6 ounce, threaded zinc anode caps by Trumbull Manufacturing or approved equal. The contractor shall ensure the bolt lengths are adequate to provide full threading of the anode caps.

All HDPE molded fittings and fabricated fittings shall be fully pressure rated to not less than the pipe SDR pressure rating specified. All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the ENGINEER.

All HDPE fittings shall be installed using butt-fused fittings, and must be approved by the ENGINEER. No size on size wet taps shall be permitted.

Electrofusion couplers are discouraged and may only be allowed only with prior, written approval of the Engineer.

All transitions from HDPE pipe to ductile iron or cast iron shall be made per the HDPE pipe manufacturer's recommendations and specifications and approval of the ENGINEER.

1. Transition from HDPE to ductile iron fittings shall utilize Butt Fusion to Mechanical Joint adaptors with stainless steel stiffeners. The backer rings shall be epoxy coated ductile iron.
2. Flanged connections are NOT allowed.
3. Fittings and transitions shall be: Pressure rated to at least the same pressure as the HDPE pipe material specified for the project; Manufactured in compliance with ASTM D3261 and A WW A C906 Standards and shall be manufactured from NSF 61, PE4710 resin.
4. The pipe supplier must certify compliance with the above requirements.

#### **627-2.05 LUBRICANT.**

The lubricant shall be suitable, and acceptable by the manufacturer and the Haines Borough Water Utility for lubricating the parts of the joint for assembly. The lubricant shall be non-toxic, "industrial food grade", shall not support the growth of bacteria, and shall have no deteriorating effects on the gasket material. It shall not impart taste or odor to the water in a pipe that has been flushed in accordance with AWWA C601, "Standard for Disinfecting Water Mains". The lubricant containers shall be labeled with the trade name or trademark and the pipe manufacturer's name where applicable."

**627-2.06 UNDERGROUND MARKING TAPE.**

Underground marking tape shall be blue, six inch wide, four mil thick, polyethylene tape with black lettering with the following wording: "Caution: Waterline Buried Below." Marking tape shall be installed 12 inches above the top of all water pipe.

**627-2.07 TIE RODS.**

Tie rods shall be threaded black iron or mild steel with a 12-mil minimum asphaltic coating and shall be located symmetrically around the perimeter of the pipe using anchorage lugs of standard manufacture for attachment where required. Unless otherwise shown on the Drawings, the number and size of the rods shall be as shown on the table below:

PIPE SIZE	TIE ROD SIZE	NO. OF RODS
4" – 10"	3/4"	2
12" – 16"	3/4"	4
18" – 20"	3/4"	6
22"	1"	4
24"	1"	6

**627-2.08 CONCRETE.**

Concrete for thrust blocks or other uses shall conform to Section 550 – Commercial Concrete.

**627-2.09 TEMPORARY WATER SYSTEM.**

All piping, including hoses used for water service, shall be NSF rated.

The use of garden hoses shall be restricted to a maximum length of 20-feet for each residence. All temporary water system piping, including garden hoses, and materials shall be NSF 61 certified.

No WORK shall begin with the installation of a temporary water system until all affected residents have been notified a minimum of 24 hours in advance. At least one adult member of each household shall have the installation method explained to them, with an estimate of the duration of the use of the temporary water system and cell phone contact information of the Contractors site representative.

Thirty calendar days prior to implementing temporary water system(s), the CONTRACTOR shall submit through the ENGINEER a Temporary Water System Plan for approval by the Alaska Department of Environmental Conservation (DEC) Drinking Water Program. At a minimum, the CONTRACTOR prepared Temporary Water System Plan shall address backflow prevention, materials of construction, separation distances, disinfection, flushing, sampling, pressure and flow

requirements, and personnel responsible for periodic inspection and upkeep. Upon review, DEC may request additional information to support the approval request.

**627-2.10 GATE VALVES.**

Gate valves for water pipes 12 inches and smaller shall be of the iron body, non-rising bronze stem, resilient-seated wedge-type. Valve shall be American AVK Company, " Kennedy, M & H, or Mueller and shall meet or exceed the requirements of AWWA C509 and the specific requirements outlined in these Specifications.

Gate valves shall open counter-clockwise and be provided with two inch square wrench nuts, except that when installed within vault structures a hand wheel shall be provided for each valve.

End connections shall be mechanical joint, unless otherwise indicated on the Drawings.

All internal ferrous metal surfaces shall be fully coated, holiday free, to a minimum thickness of four mils with a two part thermosetting epoxy coating. Said coating shall be non-toxic, impart no taste to water, protect all seating and adjacent surfaces from corrosion and prevent buildup of scale or tuberculation.

Gate valves, when attached to a restrained joint, shall have tie rods and one retainer gland for each joint. The size and number of tie rods shall conform to the requirements of Section 6-27.07 – Tie Rods.

**627-2.11 VALVE BOXES.**

Valve boxes for valves four inches or larger shall be of cast iron and be not less than 5¼- inch diameter, with an extension piece adjustable for elevation and with a cover marked "Water" or "W." The valve box shall be sufficient length to be adjusted and equal amount above and below the finished grade as shown on applicable details. Boxes shall be dipped in coal tar pitch. The valve box base section shall be an East Jordan Iron Works 8555 30-B or 36-B slide valve box bottom section, or approved equal. The valve box top section shall be an East Jordan Iron Works 8555 Slide 26T, 16T or 10T valve box top or approved equal.

**627-2.12 VALVE ACCESS PADS.**

Valve access pads shall consist of materials corresponding to those shown on the Drawings and as specified for Hydrant Access Pads, unless otherwise indicated on the drawings.

**627-2.13 FIRE HYDRANTS.**

Fire hydrants shall conform to the requirements of AWWA C502 for Dry Barrel Fire Hydrants. Fire hydrants shall be:

1. Mueller Centurian 200 or 250, with Integral Storz Pumper Connection or approved equal.
2. Waterous 5¼" Pacer,
3. Dresser M & H Style 929,
4. Or approved equal.

Fire hydrants shall be supplied with a 5¼ inch main valve opening, and a main valve seat ring threaded into a bronze bushing.

Fire hydrants shall be furnished with a six inch ASA Class 125 standard mechanical-joint inlet with two cast-on lugs for tie backs.

Fire hydrants shall be provided with a weathercap and an epoxy or bituminous-coated shoe.

Connections shall be mechanical joint with “Mega-lug” fittings, unless otherwise indicated on the Drawings.

Fire hydrants shall be three-way and furnished with two 2 ½ inch hose nozzles and one 5-inch pumper nozzle. The pumper nozzle shall be one-piece design, compatible with 5-inch Storz hose coupling. The nozzle shall be an integral part of the fire hydrant assembly, resistant to tamper or removal by persons not familiar with the art of fire hydrant construction. Add-on Storz compatible adapters shall not be acceptable. Hose nozzle threading shall be in conformance with NFPA No. 194 for national (American) Standard Fire Hose Coupling Screw Threads.

Unless otherwise required by the Drawings, fire hydrants shall be furnished with a barrel length that will allow a six foot bury.

The main hydrant valves shall be of the compression type where water pressure holds from above the ground without the need of a water shut-off. The main valve seat shall be an ether glycol urethane compound, or approved equal, that is abrasion and gravel resistant.

Fire hydrants shall be furnished with a breakaway traffic flange of the type which allows both barrel and stem to break clean upon impact from any angle. Traffic flange design must be such that repair and replacement can be accomplished above ground.

All working parts shall be bronze or non-corrosive metal in accordance with the requirements of AWWA C 502.

Painting and coating shall be in accordance with applicable AWWA specifications. After installation, the fire hydrant section from the traffic flange to the top of the operating nut shall be painted “OSHA Yellow,” with wording stenciled in black. Refer to fire hydrant detail in drawings.

Gate valves and valve boxes shall be furnished and installed in accordance with “Gate Valves,” this section.

Flag assemblies shall be Flexi-Flag Assembly by Nordic fiberglass, Inc., or approved equal.

The CONTRACTOR shall provide the following spare parts for every group of ten (and fraction thereof) of Fire Hydrant Assemblies installed on the Project:

- |                            |          |
|----------------------------|----------|
| a) Break Flange Repair Kit | One Each |
| b) Valve Seat Rubber       | One Each |
| c) Cover Gasket            | One Each |
| d) O-Rings                 | One Set  |

#### **627-2.14 HYDRANT ACCESS PADS.**

Hydrant access pads shall be constructed as described in the Drawings.

Culvert pipe shall be installed per the Plans and comply with the requirements of Section 603 – Culverts and Storm Drains.

Rigid Board Insulation shall comply with Requirements of Section 635 – Insulation Board.

#### **627-2.15 BARREL EXTENSION.**

Barrel extensions shall conform to the requirements of AWWA C502 for Dry Barrel Fire Hydrants and shall include barrel extension, steel stem coupling, stainless steel clevis and cotter pins, solid flange, gasket, bolts and nuts, stem extension and lubricant.

**627-2.16 WATER SERVICES.**

Service Saddles shall be designed for a minimum 250 psi working pressure and shall conform to the following requirements:

PIPE SIZE	SERVICE SIZE	SERVICE SADDLE
6" and 8"	1"	Single Strap, Stainless Steel, I.P. Thread Romac 101N or approved equal
6" and 8"	1½" and 2"	Double Strap, Stainless Steel, I.P. Thread Romac 202N or approved equal
10" thru 18"	¾" thru 2"	Double Strap, Stainless Steel, I.P. Thread Romac 202N or approved equal

Corporation stops shall be Mueller No. B-25025, Ford Corpo No. FB700-4, or approved equal. Corporation stops shall be attached to the water pipe with cast iron service saddles.

Service pipe and fittings Shall be the following:

1. Polyethylene Plastic (Poly) pipe services shall be SIDR 7, 250 PSI HD PE4710, with ASTM D-2239 NSF Certification. Fittings shall be Quick Joint compression type PEP fittings with stainless steel stiffener insert or equal. Allowable Poly services sizes are only 1", 1-112" and 2" IPS.
2. Service pipe larger than 2" shall be butt fusion HDPE as specified in "HDPE Water Pipe" this section, includes installation of 8" gate valves, valve boxes, and plugs if not connected to an existing service.

Curb stops shall be Mueller No. H-15201, Mueller No. H15204, Ford B22-444, or approved equal.

Service boxes for curb stops shall be of cast iron and be not less than four (4) inch diameter with the extension piece adjustable for elevation and with cover marked "Water" or "W." The service box shall be of sufficient length to be adjusted an equal amount above and below the finished grade as shown on applicable Details. Boxes shall be dipped in coal tar pitch. Service boxes shall be Tyler Pipe 6870 Series, 4¼-inch ID, Kejriwal Pacific 145R 49-62, or approved equal. Wood foundation components shall be treated in accordance with AWWA Standards.

Poly services shall have a No. 10 A WG high-strength copper clad steel with a 30-mil HDPE insulation jacket (color blue) tracer wire and have a 600-pound average tensile break load. Tracer wire is to be manufactured by Copperhead Industries or an approved equal. All splice connections are to be constructed using 3M DBR watertight connectors, or approved equal. DryConn Waterproof Direct Bury Lugs as manufactured by King Innovation, or approved equal, is to be used to splice into the main line tracer wire.

Underground marking tape shall be blue, six inch wide, four mil thick, polyethylene tape with black lettering with the following wording: "Caution: Waterline Buried Below." Marking tape shall be installed 12 inches above the top of the water service pipe and blow-off lines.

**627-2.17 CARRIER PIPE.**

Carrier Pipe to be installed where shown in the Plans shall be jointless polyvinyl chloride (PVC) pipe, corrugated polyethylene pipe (CPP), HDPE pipe or approved equal.

**627-3.01 GENERAL.**

The CONTRACTOR shall preserve and protect all existing utilities and other facilities including but not limited to: telephone, television, electrical, water and sewer utilities, surface or storm drainage, highway or street signs, mail boxes, and survey monuments. The CONTRACTOR shall immediately repair or replace utilities or other facilities damaged during construction. The CONTRACTOR shall support and protect any underground utility conduits, pipes, or service lines where they cross the trench.

The CONTRACTOR shall give at least 24 hours notice to the Haines Borough Water and Wastewater Utility Divisions and the Haines Borough Public Works Department prior to:

1. needing water or sewer main line locates;
2. interruption of water service in any area; or
3. use of water from any fire hydrant.

Any water service disruption shall be restored as soon as possible. The CONTRACTOR shall comply with the current policy on "Water and Sewer Line Locates" of the Haines Borough Public Works Department, Water and Wastewater Utilities Divisions. The CONTRACTOR shall notify all local radio stations and any major customers who will be affected of a planned water service disruption.

### **627-3.02 HDPE WATER PIPE INSTALLATION.**

Water pipe shall be installed in accordance with the manufacturer's printed specifications and instructions, and in conformance with AWWA C151.

The water pipe shall be handled carefully to prevent damage to the pipe, pipe lining, or coating. Water pipe and fittings shall be loaded and unloaded using hoists and slings to avoid shock or damage, and under no circumstances shall they be dropped, skidded, or rolled. If any part of the coating or lining is damaged, repair thereof shall be made in a manner satisfactory to the ENGINEER at the CONTRACTOR's expense.

All water pipe and fittings shall be inspected for defects. Damaged pipe will be rejected and the CONTRACTOR shall immediately place all damaged pipe apart from the undamaged and shall remove the damaged pipe from the site within 24 hours.

Whenever it becomes necessary to cut a length of water pipe, the cut shall be made by abrasive saw or by special pipe cutter.

All pipe ends shall be square with the longitudinal axis of the water pipe and shall be reamed and smoothed to assure a good connection.

The water pipe shall be laid to the horizontal and vertical alignment shown on the Drawings. A minimum six foot cover shall be maintained from finish grade to top of water pipe, unless otherwise shown on the Drawings. Fittings shall be installed at the location shown on the Drawings, though additional fittings may be required.

To prevent dirt and other foreign material from entering the pipe and fittings during handling and installation, the open end of the pipe shall be protected by a water-tight plug at all times except when joining the next section of pipe.

Under no circumstances shall pipe deflections, either horizontal or vertical, exceed the manufacturer's printed recommendations. Where deflections would exceed the manufacturer's recommendations, fittings shall be used.

Vertical deflections to avoid obstructions that exceed allowable water pipe joint deflections shall be accomplished by the use of fittings and either joint restraints or vertical thrust blocking conforming



to the Drawings. Additional fittings to those indicated on the Drawings will be required to accomplish these vertical deflections.

Concrete thrust blocks shall be furnished and installed in accordance with the Drawings.

Pressurized water pipe ends shall be plugged and thrust blocks installed. Volume and bearing area of thrust blocks for end plugs shall be equal to applicable standards for bends greater than 45°.

Existing water pipes and appurtenances to be removed or abandoned shall be as designated on the Drawings or directed by the ENGINEER. Abandoned water services shall be plugged at the cut ends. Abandoned water pipes shall be removed as shown on the Drawings, or mechanically plugged if not required to be removed.

All pipe fittings shall be restrained with EBBA Iron "Megalug System," or approved equal.

All joints within 50 feet of tees or bends equal to or greater than 45° shall be restrained joints.

Continuous water services shall be provided for all structures, except for interruptions necessary for connection of temporary or new piping to the existing service or mainline piping.

The CONTRACTOR is responsible for maintaining continuous water service at volume and pressure to match existing to all structures, with either existing, temporary or new piping, except as provided in this Section.

HDPE pipe shall be joined in continuous lengths on the jobsite above ground. Final connections of the continuous lengths may be made in the trench. The joining method shall be the butt fusion method and shall be performed in strict accordance with the manufacturer's recommendations.

1. Mechanical joint adapters shall be attached to the HDPE pipe and fittings using butt fusion. Align and center or mechanical joint adapter relative to the pipe. Mechanical joint adapters shall be square with the receiving valve or other flange before tightening of bolts. Bolts shall not be used to draw the pieces into alignment. Bolt threads shall be lubricated and flat washers shall be used under flange nuts. Bolts shall be tightened in accordance with the manufacturer's recommendations.
2. Flange connections are not allowed for any buried waterline installations.
3. Use of Electrofusion couplers is discouraged and may be allowed with prior, written approval of the Engineer.
4. Install tracer wire per manufacturer's recommendations. Tracer wire for HDPE pipes shall be taped to the water pipe and located on the bottom quadrant of the pipe so as not to be damaged by excavation for water service installations or future excavation to locate the water main. Tracer wire shall be installed in continuous lengths with no splices. Terminate each end of tracer wire at a valve box, or furnish and install a valve box top section (min length 24") and cap for termination. Install pressure treated 2x4 in the valve box top with trace wire secured to top of board with a stainless steel insulated cable staple. Provide five (5) feet of additional tracer wire neatly coiled in the valve box top after the stainless cable staple. For valve boxes on a valve, the tracer wire shall run outside of the valve box and be inserted into the valve box within 9" to 12" of the top of the box through a 1/2" drilled hole. Terminate tracer wire at ground surface and provide a minimum of five (5) feet of additional wire neatly coiled within valve box. The trace wire shall be tested for continuity following all backfilling operations to top of backfill

The CONTRACTOR shall provide and submit to the ENGINEER for review and approval an HDPE fusion plan prior to beginning pipe fusion. The plan shall include:

1. CONTRACTOR's fusion machine including make, model and year.
2. Certification and documented experience for individual(s) performing the pipe fusion.
3. Temperatures and pressures to be used for each size and class of HDPE pipe.
4. Fusion machine manufacturer's procedures for pipe fusion.
5. Fusion data logger or other approved method of Joint Data Recording- The critical parameters of each fusion joint, as required by the manufacturer and these specifications, shall be recorded either manually or by an electronic data logging device. All fusion joint data shall be included in the Fusion Technician's joint report.

#### **627-3.03 FLUSHING, TESTING AND DISINFECTION.**

Prior to acceptance, the CONTRACTOR shall "Open-Bore" flush the water pipe then perform hydrostatic tests, and disinfection and coliform tests. Testing may be done in any sequence. However, in the event the disinfection and coliform tests have been performed and repairs are made to the water pipe system in order to pass the hydrostatic test, all previous tests and the "Open-Bore" flushing shall be repeated to the satisfaction of the ENGINEER.

#### **627-3.04 OPEN-BORE FLUSHING.**

Open bore flushing is required of all installed water pipes to remove any foreign matter. The CONTRACTOR shall furnish, install and remove all pumps, fittings and pipes necessary to perform the flushing; shall provide all additional excavation and backfill; and shall dispose of all water and debris flushed from the water pipe. The CONTRACTOR shall notify the ENGINEER, in writing, 48 hours in advance of any flushing operation. All flushing shall be done between the hours of 1:00 a.m., and 5:00 a.m., unless otherwise authorized by the ENGINEER. A flushing scheme and schedule shall be submitted by the CONTRACTOR for review and approval by the ENGINEER prior to flushing. The schedule for flushing must be approved by the Haines Borough Water Utility Division. The CONTRACTOR shall be responsible for obtaining any permits necessary for flushing operations.

#### **627-3.05 HYDROSTATIC TESTING.**

Hydrostatic testing will be conducted in the presence of the ENGINEER on newly installed water pipes after "Open-Bore" flushing, in accordance with the requirements of AWWA C600 and as stated hereafter. The CONTRACTOR shall furnish all assistance, equipment, labor, materials, and supplies necessary to complete the test to the satisfaction of the ENGINEER. The CONTRACTOR shall suitably valve-off or plug the outlet to existing or previously-tested water pipe prior to performing the required hydrostatic test. Prior to testing, all air shall be expelled from the water pipe. If permanent air vents are not available to accommodate testing, the CONTRACTOR shall install corporation stops and blow-off lines so the air can be expelled as the line is filled with water.

HDPE -Newly installed water main is to be hydrostatically tested in two phases to whichever is greater: 150 PSI or 1.5 times the operating pressure. Acceptance pressure testing shall be done with all service lines and fire hydrants installed, corporation stops open, fire hydrant gate valves open and pressure against the closed curb stops. Sections to be tested shall be limited to 1,500 feet.

Phase 1 - Initial Expansion (4 hours) Pressurize the test section to the test pressure and maintain for four (4) hours. The contractor is to pump in additional test water into the pipe to maintain test pressure as the pipe expands slightly. It is not necessary to monitor the amount of water added during this phase.

Phase 2 - Pressure Testing (minimum 1 hour) Immediately following the initial expansion phase the Contractor is to stop adding testing fluid and then

reduce pressure by 10 psi. The reduced pressure then becomes the test pressure and is to be held within five percent (5%) for one hour and show no visible leaks to be deemed as having passed the test. The maximum test duration is eight (8) hours. If the test is not completed in the maximum duration period, then the Contractor is to depressurize the test section completely and allow it to relax for at least eight (8) hours before pressurizing the test section again.

Should the tested section fail to meet the pressure test as specified, the CONTRACTOR shall locate and repair the defects and then retest the water pipe as specified above.

Correct ALL visible leaks, whether indicated during pressure testing or not.

All tests shall be made with the auxiliary gate valves open and pressure against the hydrant. After the hydrostatic test has been successfully completed, each valve shall be tested by closing in turn and relieving the pressure beyond. This test of the valves will be acceptable if there is no immediate loss of pressure on the gauge when the pressure comes against the valve being checked. The CONTRACTOR shall verify that the pressure differential across the valve does not exceed the rated working pressure of the valve.

At no time shall the CONTRACTOR pressure test against existing valves, plugs, caps, fire hydrants or curb stops. At no time shall the CONTRACTOR use disinfection water or untreated water to pressure test against any valve or curb stop that is connected to a public water system.

Pressure testing shall be completed for the entire length of new water pipe and services to the limits where new water pipes and services connect to existing water pipes and services, including pressure testing to the limits of connection to existing fire hydrant legs. The CONTRACTOR is responsible for providing all temporary or permanent joint restraints, thrust blocks, fittings, caps, plugs, curb stops and valves necessary for completion of pressure testing activities in accordance with this Section and to the satisfaction of the ENGINEER.

Defective materials or poor quality of WORK, discovered as a result of the hydrostatic tests, shall be replaced by the CONTRACTOR. Whenever it is necessary to replace defective material or correct the workmanship, the hydrostatic test shall be repeated until a satisfactory test is obtained.

The ENGINEER shall be present for all hydrostatic and leakage tests. The CONTRACTOR shall notify the ENGINEER at least 24 hours prior to any test and shall notify the ENGINEER at least two hours in advance of the scheduled time if the test is to be cancelled or postponed.

After completion of testing, all test and air vent pipe shall be removed and the corporation stop closed at the water pipe, in the presence of the ENGINEER.

#### **627-3.06 TRACER WIRE.**

The contractor shall install tracer wire per the Drawings. It is the responsibility of the contractor to ensure that the tracer wire is properly installed and protected during construction and backfill operations.

#### **627-3.07 DISINFECTION.**

Disinfection by chlorination of all new water pipe shall be completed and a satisfactory bacteriological report obtained prior to placing the pipe in service. "Open-bore" flushing shall be completed before chlorination is begun.

Chlorine shall be applied by one of the following methods:

1. liquid chlorine gas-water mixture;
2. direct chlorine gas feed; or

3. hypochlorite commercial products such as HTH, Perchloren, Macho-chlor, or approved equal.

The chlorinating agent shall be applied at the beginning of the section adjacent to the feeder connection, insuring treatment of the entire water pipe. Water shall be fed slowly into the new water pipe with chlorine applied in amounts to produce a dosage of 50 ppm. Application of the chlorine solution shall continue until the required residual of not less than 50 ppm free chlorine is evident at all extremities of the newly constructed line. The chlorinating agent shall be certified for disinfection of potable drinking water systems according NSF / ANSI 60 and satisfy the requirements of applicable ANSI/ A WW A standards. Chlorinating agents for pools and/or spas are not allowed.

The chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device. Chlorine gas shall be fed directly from a chlorine cylinder equipped with a suitable device for regulating the rate of flow and the effective diffusion of gas within the water pipe. Hypochlorite products shall be placed or injected into the water pipe. During the chlorination process, all intermediate valves and accessories shall be operated. Valves shall be manipulated so that the strong chlorine solution in the water pipe being treated will not flow back into the pipe supplying the water.

The following table is to be used as a guide for chlorinating pipes by the calcium hypochlorite and water mixture method. The given dosage per 100 feet results in a chlorine solution of 40 to 50 ppm. This dosage takes into account that CONTRACTORS most frequently use granular HTH, which is 65% pure. If another chlorinating agent is used, the dosage must be adjusted.

<b>PIPE DIAMETER</b>	<b>DOSAGE PER 100 FEET</b>
4"	.60 oz.
6"	1.35 oz.
8"	2.75 oz.
10"	4.30 oz.
12"	6.19 oz.
16"	11.00 oz.
20"	17.00 oz.

A residual of not less than 50 ppm free chlorine shall be produced in all parts of the water pipe. After 24 hours detention there shall be a minimum free chlorine residual of 25 ppm in all parts of the water pipe. This residual shall then be neutralized in the pipe by injecting an approved reducing agent such as sulfur dioxide, sodium bisulfate, sodium sulfite or sodium thiosulfate.

Prior to putting a new waterline into service, the Contractor shall perform bacteriological testing on the water pipe system in accordance with the latest revision of AWWA C651. This requires two samples, taken at least 16 hours apart. The Contractor, with support from the Engineer, is to collect samples and submit them to a laboratory approved for bacteriological testing. Samples shall be tested for bacteriological quality in accordance with Standard Methods for the Examination of Water and Wastewater, and shall show the absence of coliform bacteria to be considered acceptable.

If the initial disinfection fails to produce satisfactory bacteriological results, the main may be refushed and shall be resampled. If check samples fail to produce acceptable results, the main shall be re-disinfected at the CONTRACTOR'S expense until satisfactory results are obtained. The waterline will NOT be put into service until satisfactory bacteriological results are obtained. Initial bacteriological testing will be paid for by the OWNER. Any further testing and sampling required due to unsatisfactory bacteriological results will be paid for by the CONTRACTOR.

The water shall be flushed from the water pipe at its extremities, including all curb stops, until the replacement water chlorine residuals are equal to those of the permanent source of supply. The de-chlorinated water and water used for flushing shall be disposed of in a manner approved by the ENGINEER, and in conformance with current requirements of the Alaska Department of Fish and Game, and the Alaska Department of Environmental Conservation.

**627-3.08 CONNECTING TO EXISTING PIPES.**

Water pipes shall be capped at a point within 5-feet of the connection points to existing water pipes for testing purposes. No added valves will be considered for payment. Any added valves shall be at the CONTRACTOR's expense.

The water pipe connections to the existing water pipes, will be visually checked for leakage by the ENGINEER, and shall be swabbed with disinfectant to the connection point.

**627-3.09 VALVES.**

Valves shall be inspected upon delivery in the field in both open and closed positions prior to installation. Careful inspection shall be made for injury to the outer protective coatings. At all places where the coating has been ruptured or scraped off, the damaged area shall be cleaned to expose the iron base, and then re-coated with two or more field coats of approved protective coating.

Valves shall be set on a firm base.

Valves shall be installed, in an open position, in the vertical plane passing through the pipe axis, in conformance with the manufacturer's recommendations and the AWWA Standards. Valve interiors shall be cleaned of all foreign matter.

After installation, all valves shall be subjected to field-testing and disinfected as outlined in subsection 627-3.07 – Disinfection. Should defects in design, materials, or quality of work appear during these tests, the CONTRACTOR shall remove and replace the valve, or correct such defects, with the least possible delay, to the satisfaction of the ENGINEER.

All valve clusters consisting of a tee and one or more valves, including fire hydrant legs, shall be monolithically restrained with EBBA Iron "Mega-lug System" fittings, or approved equal. Each connecting pipe to the valve cluster or tee will be restrained to the cluster or tee.

**627-3.10 VALVE BOXES.**

A valve box shall be installed over each valve, with the base section centered over the valve and resting on well-compacted backfill. The top section shall be set to allow equal movement of the telescoping section above and below finished grade, as shown on the Standard Details, unless otherwise directed by the ENGINEER. The top of the base section shall be on line with the nut at the top of the valve stem and the entire assembly shall be perpendicular to the water pipe.

Construct a concrete collar around each valve box within the roadway pavement limits. Sawcut through the total pavement depth following final paving and construct the concrete collar in accordance with applicable drawings. No backfilling, except with concrete, will be permitted. Seal all sawcut grooves beyond the edge of concrete.

Tracer wires shall be run into the valve box within 6 inches of the top of the box through a drilled hole large enough for the thaw wire. No cutting or notching of the service box will be permitted. A minimum of 5 feet of extra tracer wire shall be neatly coiled inside the top of the valve box.

Valve box top sections used as termination boxes for tracer wire only shall have a pressure treated 2x4 board installed to within 3" of the face of the box. The tracer wire(s) shall be lightly fastened (so as to not damage the wire insulation) to the top of the 2x4 with an insulated wire staple. A minimum of 5 feet of extra tracer wire shall be neatly coiled in the top of the valve box.

**627-3.11 FIRE HYDRANTS.**

The CONTRACTOR shall install the fire hydrant assemblies in accordance with applicable AWWA Standards, the manufacturer's recommendations and the referenced Standard Details. The interior components of the fire hydrant shall be cleaned of all foreign matter prior to installation. Fire hydrant legs shall be installed level and the barrel shall be installed plumb. Any adjustments to the traffic flange shall be accomplished with barrel extensions, in accordance with the fire hydrant manufacturer's recommendations. The extensions shall be made between existing barrel and hydrant. Fire hydrants shall be tied back to the water pipe using tie rods. The size and number of tie rods shall conform to Section 02601 – Water Pipe. Stuffing boxes shall be tightened and the fire hydrants shall be opened and closed in the presence of the ENGINEER to see that all parts are in working condition.

Remove the hydrant drain plugs, if any, prior to installation.

The top cap on fire hydrants serviced from the high-pressure system shall be painted yellow.

Fire hydrants installed, but not available for use, shall be covered with burlap or heavy plastic and security tied.

After installation, all fire hydrant assemblies shall be flushed, field-tested, and disinfected. Each hydrant shall then be winterized by removing the water in the hydrant and barrel.

**627-3.12 HYDRANT ACCESS PADS.**

Hydrant access pads shall be installed where directed by the ENGINEER as shown or described on the Drawings. Culvert size shall be noted on the Drawings.

**627-3.13 GRADE ADJUST HYDRANT ACCESS PADS.**

Grade adjustments to existing fire hydrants shall be accomplished with barrel extensions, in accordance with the fire hydrant manufacturer's recommendations. In addition, the existing fire hydrant shall be connected to the mainline water pipe with all necessary materials, including the tee at the mainline water pipe, thrust blocks, six inch gate valve, valve box, joint restraints, thaw wires, warning tapes, and any other required fittings, including pipe, to connect the hydrant leg to the mainline water pipe. After installation, the adjusted fire hydrant shall be flushed, field-tested, and disinfected as specified in Subsection 627-3.07 – Disinfection.

**6-27-3.14 REMOVE EXISTING FIRE HYDRANTS.**

The CONTRACTOR shall contact the effected fire district at least 24 hours prior to removing or interrupting service to existing fire hydrants.

All components of the existing fire hydrant assemblies shall be removed and disposed of by the CONTRACTOR.

If an existing fire hydrant assembly is removed at the tee, the tee shall be plugged in accordance with the referenced plans and Standard Details, and the existing water main shall be disinfected between isolating valves as specified in Subsection 627-3.07 – Disinfection.

At the discretion of the ENGINEER, a hydrostatic pressure test conforming to Section 627-3.03 – Flushing, Testing and Disinfection shall be conducted between isolating valves along the existing water main.

The CONTRACTOR shall restore all surface features to preconstruction condition or better, including, but not limited to, sidewalks, curbs, gutters, mailboxes, culverts, and other facilities disturbed by the construction.

**627-3.15 RELOCATE EXISTING FIRE HYDRANT.**

Not used.

**627-3.16 WATER SERVICES**

The corporation stop shall be installed directly to the service saddle. Water services shall be installed in conformance with the Standard Details. All water services shall be completely exposed and inspected for leakage by the ENGINEER prior to covering, and shall be pressure tested as approved in Subsection 627-3.03 – Flushing, Testing and Disinfection.

Service pipe shall be cut using a tool specifically designed to leave a smooth, even and square end on the pipe material. Cut ends shall be reamed to the full inside diameter of the pipe.

All service pipe and appurtenances shall be disinfected and flushed at the time of installation. The service line shall be activated at the corporation stop prior to backfilling and flushed through the curb stop.

Relocate Existing Water Service is a contingency item. If relocation of the service pipe is required, as determined by the ENGINEER, the existing pipe shall be cut or disconnected at one point only, so the coupling is not located within two feet of the crossing or other conflicting structures.

Tracer wires shall be firmly attached to Poly services with by duct tape or other approved method.

Tracer wires shall be run into the service box near the top of the box through a drilled hole large enough for the thaw wire. No cutting or notching of the service box will be permitted.

**627-3.17 LOCATE WATER SERVICES.**

Locate Water Services will require that the CONTRACTOR verify the location and depth of each existing water service pipe. These verifications will require that the water service pipe be exposed as far from the main as necessary to locate the existing water service valve or curb stop. Water services shown in the Drawings may be based on existing as-builts or resident comments and are not to be considered reliable indications of actual locations. Other water services are shown based on actual survey shots taken at the existing service boxes. The “Summary Tables” sheet of the Drawings show which services are based on survey data, as-builts and unknown. Services may not run in a straight line to the water main as shown. The CONTRACTOR shall also verify the actual point of connection for the new water service.

**627-3.18 CARRIER PIPE.**

Placement of bedding, backfill and excavation for Carrier Pipe shall be performed in accordance with the requirements of this Section.

The inside diameter of the Carrier Pipe shall be large enough to allow for smooth and uninhibited installation of water pipe (or service pipe) through its' center, but following installation of water pipe (or service pipe) there shall be no more than 6 inches of total annular space between the outside diameter of the water pipe (or service pipe) and inside diameter of the Carrier Pipe.

Where installation results in more than 2 inches total of annular space between the outside diameter of the water pipe (or service pipe), install spacers or blocking inside the Carrier Pipe to ensure there can be no more than 2 inches of water pipe (or service pipe) lateral movement inside the Carrier Pipe. Spacers and blocking shall be pre-approved by the ENGINEER and installed in a manner that does not jeopardize the integrity of the water pipe (or service pipe).

Following complete installation of water pipe (or service pipe) through Carrier Pipe, and prior to backfilling, seal the annular spaces at the ends of the Carrier Pipe using non-shrink grout or approved equal.

**627-4.01 METHOD OF MEASUREMENT.**

1.     -Inch    Water Pipe. By the length (LF), along the slope of the conduit, from center to center of fittings and valves, and center of tee in main to center of fire hydrant gate valve. No deduction in length will be made for valves and fittings. Includes connection to existing water pipe where shown in the Drawings or directed by the Engineer.
2. Fire Hydrant Installation or Removal. By the number of fire hydrants installed or removed, including access pads when called for.
3.     -Inch    Water Service. By the number of water services installed, regardless of service size. Includes valves, curb stops, corporation stops, and connection to existing water services where shown in the Drawings or directed by the Engineer. 8-Inch HDPE Water Services measured per Each includes 8" Gate Valves.
4.     -Inch Gate Valve. By the number of valves installed, including valve boxes and adjustment to finished grade.

**627-5.01 BASIS OF PAYMENT.**

Per Section 109 and as follows:

All Work under this Section includes the work described in Section 204, as well as all flushing, disinfection, pressure testing, temporary water services, locating of existing water services and other related incidental work, as shown in the Drawings and as directed by the ENGINEER.

**WATER PIPE**

1. All fittings, other than valves, required for satisfactory installation of water pipe will be considered incidental to this Pay Item.
2. All trench excavation, backfill, bedding, stockpiling of suitable excavation, sheeting and bracing, dewatering, cleaning and testing, corrosion protection, warning tape, tracer wire, concrete thrust blocks, compaction, carrier pipe and all other items necessary for a complete installation will not be measured for payment, but will be considered incidental to other WORK.

**GATE VALVE**

3. Payment of Gate Valves will be based on the actual quantity, each, of such valves and valve boxes furnished and installed in accordance with the requirements of the Contract Documents.

**INSTALL FIRE HYDRANT**

4. Payment of Fire Hydrant Assembly with Gavel Access Pad will be the actual number of fire hydrant assemblies satisfactorily installed, complete in place.
5. A Fire Hydrant Assembly includes the fire hydrant, the tee or required fitting at the mainline water pipe, thrust block, 8-inch HDPE leg from the main to the gate valve (including 8x6 reducer at the gate valve) barrel extension (if required), six-inch gate



valve, valve box, 6-inch DI from the gate valve to the barrel, joint restraints, tracer wires, warning tapes, and any other required fittings, including pipe, to connect the hydrant leg from the mainline water pipe to the fire hydrant or from the stubbed water pipe to the fire hydrant as shown on the Drawings.

6. Hydrant access pad shall include all excavation, backfill and sideslope grading. Adjustment of valve box to grade shall be included in this pay item.
7. Pipe Culvert shall be paid for under Section 603.
8. Gravel surfacing for hydrant access pad shall be paid for under Section 301.

**WATER SERVICE**

9. Payment for water services will be the actual number of water services satisfactorily installed from the water pipe to the limits shown in the drawing or where necessary to connect with the structure served, unless otherwise directed by the ENGINEER.
10. A water service includes the gate valve or curb stop, plugs, service box, corporation stop, tracer wires and splice connectors, service saddle, required fittings, pipe unions and fittings for connecting to dissimilar pipe sizes and materials, warning tape, service pipe, carrier pipe, and all WORK necessary to install the service to the locations as shown on the Drawings.
11. Removal of existing water services, service valves, and service boxes will be considered incidental to other WORK under the Contract.

Payment will be made under:

<b>PAY ITEM</b>		
<b>Item Number</b>	<b>Item Description</b>	<b>Unit</b>
627.0001.____	____-Inch ____ Water Pipe	LF
627.0005.____	Fire Hydrant Assembly with Gravel Access Pad	EACH
627.0007.____	Fire Hydrant Removal	EACH
627.0008.____	____-Inch ____ Water Service	EACH
627.0009.____	____-Inch Gate Valve	EACH
627.0011.____	Locate Existing Water Services	LUMP SUM
627.0012.____	Temporary Water Service	LUMP SUM

**SECTION 635  
INSULATION BOARD**

**SPECIAL PROVISIONS**

**635-4.01 METHOD OF MEASUREMENT.**

Delete subsection 635-4.01 in its entirety and replace with the following:

See Section 109.

Per Each 4'x8' board.

**635-5.01 BASIS OF PAYMENT.**

Delete subsection 635-5.01 in its entirety and replace with the following:

Payment will be made under:

<b>PAY ITEM</b>		
<b>Item Number</b>	<b>Item Description</b>	<b>Unit</b>
635.0001.____	Insulation Board	EACH

**SECTION 639  
DRIVEWAYS**

**SPECIAL PROVISIONS**

**639-4.01 METHOD OF MEASUREMENT.**

*Delete subsection 639-4.01 in its entirety and replace with the following:*

Work under this section will not be measured for payment.

**639-5.01 BASIS OF PAYMENT.**

*Delete subsection 639-5.01 in its entirety and replace with the following:*

Excavation required for replacing or matching existing driveways to the dimensions shown on the Plans or as directed by the Engineer shall be subsidiary to other Work.

All Work under Section 639 shall be subsidiary to Work under other pay items and will not be paid under this Section.

**SECTION 641  
EROSION, SEDIMENT, AND POLLUTION CONTROL**

**SPECIAL PROVISIONS**

**641-4.01 METHOD OF MEASUREMENT.**

Delete subsection 641-4.01 in its entirety and replace with the following:

See Section 109 and as follows:

Items 641.0001.\_\_\_\_\_ and 641.0003.\_\_\_\_\_, are lump sum.

**641-5.01 BASIS OF PAYMENT.**

Delete subsection 641-5.01 in its entirety and replace with the following:

See Subsection 641-3.04 Failure to Perform Work, for additional work and payment requirements.

Item 641.0001.\_\_\_\_\_ Erosion, Sediment and Pollution Control Administration. At the Contract lump sum price for administration of all work under this Section. Includes, but is not limited to, SWPPP and HMCP and SPCC Plan preparation, agency fees for SWPPP reviews, SWPPP amendments, pre-construction Inspections, Inspections, monitoring, reporting, and Record keeping or copying Records related to the SWPPP and required by the CGP, and Record retention.

Item 641.0003.\_\_\_\_\_ Temporary Erosion, Sediment and Pollution Control. At the Contract lump sum price for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs identified in the SWPPP and SPCC Plan.

Subsidiary Items. Temporary erosion, sediment and pollution control measures that are required outside the Project Zone are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641.0001.\_\_\_\_\_Erosion, Sediment and Pollution Control Administration.

Work under other pay items. Work that is paid for directly or indirectly under other pay items will not be measured and paid for under Section 641. This work includes but is not limited to:

1. Dewatering, including Excavation Dewatering General Permit applications, fees, and plans;
2. Shoring;
3. Bailing;
4. Permanent seeding;
5. Installation and removal of temporary work pads;
6. Temporary accesses;
7. Temporary drainage pipes and structures;
8. Diversion channels;
9. Settling impoundment; and
10. Filtration.

Permanent erosion, sediment and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

Work at the Contractor's Expense. Temporary erosion, sediment and pollution control measures that are required due to carelessness, negligence, or failure to install temporary or permanent controls as scheduled or ordered by the Engineer, or for the Contractor's convenience, are at the Contractor's expense.

Payment will be made under:

<b>PAY ITEM</b>		
<b>Item Number</b>	<b>Item Description</b>	<b>Unit</b>
641.0001.____	Erosion, Sediment and Pollution Control Administration	LS
641.0003.____	Temporary Erosion, Sediment and Pollution Control	LS

**SECTION 642  
CONSTRUCTION SURVEYING AND MONUMENTS**

**SPECIAL PROVISION**

**642-5.01 BASIS OF PAYMENT.**

*Add the following to the end of subsection 642-5.01:*

Work under Item 642.0001.0001 includes providing the Engineer with a point data file in an acceptable format containing the as-built survey of all deviations in water pipe alignment from design alignment, installed water pipe elbows or bends, tees, water main valves and boxes, water service valve boxes, and connections to existing water pipe.

**SECTION 643  
TRAFFIC MAINTENANCE**

**SPECIAL PROVISIONS**

**643-5.01 BASIS OF PAYMENT.**

Delete Subsection 643-5.01.1 and replace with the following:

1. Traffic Maintenance. The contract price includes all resources required to provide the Worksite Traffic Supervisor, all required TCPs and public notices, the Construction Phasing Plan, and the maintenance of all roadways, approaches, crossings, intersections and pedestrian and bicycle facilities, as required. This item also includes any Traffic Control Devices and Permanent Construction Signs required but not shown on the bid schedule or in the Plans. Payment for all measures necessary to protect curb, gutter and inlets during suspension of work is subsidiary to Traffic Maintenance.

Items required by the Contract that are not listed on the bid schedule or not included in other items of Work are subsidiary to Item 643.0001.\_\_\_\_ or 643.0002.\_\_\_\_ Traffic Maintenance.

Delete Subsection 643-5.01.7 and replace with the following:

7. Flagging and Pilot Car. Payment includes all required worksite labor, vehicles, radios, flagger paddles and pilot car signs. Work performed by the Worksite Traffic Supervisor or Traffic Control Technician is subsidiary to Traffic Maintenance. Compensation for Item 643.0015.\_\_\_\_ Flagging will be paid on an hourly basis at the rate of \$58.00/hour. All Flagging hours shall be tracked on Form 25D-037 and approved by the Engineer prior to payment.

**SECTION 646  
CPM SCHEDULING**

**SPECIAL PROVISIONS**

**646-4.01 METHOD OF MEASUREMENT.**

*Delete this subsection and replace with the following:*

CPM Scheduling will not be measured for payment.

**646-5.01 BASIS OF PAYMENT.**

*Delete this subsection and replace with the following:*

All Work under Section 646 shall be subsidiary to Work under other pay items and will not be paid under this Section.



**SECTION 670  
TRAFFIC MARKINGS**

**SPECIAL PROVISION**

**670-5.01 BASIS OF PAYMENT.**

*Add the following to the end of the second paragraph:*

Work under Section 670 includes repainting of traffic markings obliterated by construction activities to match pre-construction site conditions, including painting of stop bars, crosswalks, single or double yellow centerline, and white edge lines within the limits of pavement removal and replacement.

## **DIVISION 700–MATERIALS**

### **SECTION 706 CONCRETE AND PLASTIC PIPE**

#### **SPECIAL PROVISIONS**

#### **706-2.08 HDPE PIPE FOR WATER AND SANITARY SEWER SYSTEMS.**

*Delete this subsection in its entirety.*

**SECTION 707  
METAL PIPE**

**SPECIAL PROVISIONS**

**707-2.06 SERVICE PIPE.**

*Delete this subsection in its entirety.*

**SECTION 712  
MISCELLANEOUS**

**SPECIAL PROVISIONS**

**712-2.09 CORPORATION STOPS AND CURB STOPS.**

*Delete this subsection in its entirety.*

**712-2.10 GATE VALVES.**

*Delete this subsection in its entirety.*

**712-2.11 VALVE SERVICE BOXES.**

*Delete this subsection in its entirety.*

**712-2.12 HYDRANTS.**

*Delete this subsection in its entirety.*

**APPENDIX B – PERMITS**



THE STATE  
of ALASKA  
GOVERNOR MICHAEL J. DUNLEAVY

## Department of Environmental Conservation

DIVISION OF ENVIRONMENTAL HEALTH  
Drinking Water Program

43335 Kalifornsky Beach Rd., Ste. 11  
Soldotna, Alaska, 99669  
Main: 907.262.5210  
fax: 907.262.2294  
dec.alaska.gov

April 8, 2020

Mr. Edward Coffland  
Haines Borough  
PO Box 1209  
Haines, AK 99827

RE: Haines Borough Community Water System – Public Water System ID# 111566  
Small Tracts/Mud Bay/3<sup>rd</sup> Ave. AC pipe water main replacement  
**Conditional Construction Approval**  
**Conditional Approval of Separation Distance Waiver Request** (ProjectID# 16528)

Dear Mr. Coffland:

On March 26, 2020, this office received a request for approval to construct modifications to the drinking water system serving Haines Borough. We have reviewed the request, which includes engineering plans and specifications and additional information received on April 3 and 6, 2020. Based on this review, we grant conditional construction and separation distance waiver approvals as detailed below. This letter and the enclosed "Construction and Operation Certificate" are the written approval required by State of Alaska Drinking Water Regulations, 18 AAC 80.200(b). Use the noted public water system identification (PWSID#) and project (ProjectID#) numbers to identify this project.

***This approval is for the design detailed in the noted engineering plans, subject to compliance with the following conditions. Please review the conditions before beginning construction. Interim and Final Approvals to Operate may be withheld unless all conditions are met. Approval of changes is required prior to implementation. You are required to obtain approval from this office before you serve water.***

### **Project-specific conditions of construction approval:**

1. If a temporary water distribution system will be required, submit to this office for review and approval plans that include details of how it will be protected against cross-connections. After the temporary system is constructed, submit coliform samples to this office to verify disinfection of the system is complete. Upon receipt of coliform results verifying disinfection and confirmation that the water lines were constructed according to the submitted plans, the temporary system will be approved.
2. Please contact the Solid Waste Program at (907)269-7622 to ensure AC pipe handling and disposal requirements are met.

3. The water main replacement is designed to serve approximately 47 residences as well as businesses and facilities and has the capacity to provide for a 1500 gallon per minute fire flow demand at hydrants. This approval is limited to the construction of:

<b>WATER MAIN REPLACEMENT SUMMARY</b>		
<b>CLASSIFICATION</b>	Community	PWSID# 111566
<b>WATER LINE</b>	Approximately 4,400 LF of 10" HDPE replacing 6" AC pipe	Includes 11 fire hydrants and 47 residential service connections
<b>SYSTEM FIRE FLOW DEMAND</b>	1500 GPM	

<b>GENERAL CONDITIONS OF APPROVAL</b>	
<b><u>Separation Distances:</u></b>	Except as approved by the separation distance waivers granted by this letter, a minimum separation distance of 10 feet must be maintained between all drinking water lines and wastewater sewer lines and appurtenances (including sewer manholes), as measured from the closest edges of each component. If this distance cannot be met, a separation distance waiver must be requested and granted prior to construction.
<b><u>Water main crossings:</u></b>	Crossings of water and sewer mains (sanitary or storm water) must meet the requirements of Drinking Water Regulations, 18AAC80.020(f) unless a separation distance waiver has been granted for this project. Record drawings submitted with the request for Final Approval to Operate must include details adequate to confirm that the prescriptive requirements have been met during construction.
<b><u>Contamination encountered during construction:</u></b>	During construction, if contaminated soil or groundwater is encountered, contact DEC to assure that concerns related to the drinking water system improvements and Spill Prevention and Response requirements are properly addressed.
<b><u>Changes to approved plans:</u></b>	Deviations from approved plans which affect capacity, flow, operation, major design of units, materials of major system components, or separation distances, must be approved in writing by this office prior to their implementation.
<b><u>Flushing, Pressure Testing, and Disinfection:</u></b>	Following construction, the system shall be flushed, pressure tested and disinfected in accordance with standards approved by this office.
<b><u>Chlorinated Discharges:</u></b>	Water containing chlorine used during the disinfection or pressure testing processes requires proper management. This includes chlorine neutralization or disposal in an appropriate wastewater treatment and disposal system. This water must be managed to avoid adverse effects on groundwater, surface water or the environment.
<b><u>2-Year Approval Duration and Extensions:</u></b>	This <b>approval is valid for two years</b> from the date of this letter. If the applicant fails to construct, install, alter, renovate, or improve the water system within two years, the approval is void and the plans and information required under 18 AAC 80.210(a) must be resubmitted for Department review and approval. If during the two-year period, the site conditions, plans, and information, and requirements of this chapter do

	not change, and if the applicant pays the fee required by 18 AAC 80.1910(b)(12), the Department may grant the applicant an extension.
<b><u>Other Required Authorizations:</u></b>	This approval is also contingent upon your receipt of any other state, federal or local authorizations that are required for your project.

### **TO REQUEST INTERIM APPROVAL TO OPERATE**

Upon completion of construction and *prior to serving water*, the **project engineer must certify the following** information in the request for Interim Approval to Operate:

<b><u>Construction:</u></b>	Construction has been completed under the direction of a registered engineer in accordance with the DEC approved plans. Any deviations from the original plans approved for construction have been submitted to and approved by DEC.
<b><u>Materials:</u></b>	Only materials approved by the department for installation in this system were used in the construction and only NSF/ANSI 60 listed chemicals are provided for water treatment.
<b><u>Flushing, Pressure Testing and Disinfection:</u></b>	The system was successfully flushed, pressure tested, and disinfected in accordance using department approved methods.
<b><u>Disinfection Verification Coliform sampling:</u></b>	The system was properly disinfected and verified to be free of Coliform bacteria in accordance with applicable AWWA standards. This project requires a minimum of 8 satisfactory analytical results as follows: <ul style="list-style-type: none"> <li>• 4 sets of 2 samples taken at least 16 hours or 15 minutes apart;</li> <li>• Samples taken approximately every 1,200 feet and at the end of the line.</li> </ul> Submit copies of the satisfactory results with the request for Interim Approval to Operate.
<b><u>O &amp; M Manual:</u></b>	An Operations & Maintenance manual has been provided to the water system operators.
<b><u>Separation Distances:</u></b>	All applicable minimum separation distance requirements have been met during construction. For conditional waiver approvals of separation distance requirements, provide confirmation that all conditions were met.
<b><u>Conditions:</u></b>	All conditions of construction approval have been met.

### **TO REQUEST FINAL APPROVAL TO OPERATE**

At least 30 days prior to the expiration of the Interim Approval to Operate, submit the following information in the request for Final Approval to Operate:

<b><u>Record Drawings:</u></b>	Record drawings, sealed, signed and dated by a registered engineer. The record drawings must confirm that the system meets the requirements of 18AAC80 and provides public health protection. The record drawings must include: <ul style="list-style-type: none"> <li>• clear delineations of any changes or deviations from the previously submitted and approved plans;</li> <li>• details verifying compliance with minimum separation distance requirements; and</li> <li>• construction details for all water and sewer main crossings.</li> </ul>
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<b><u>Outstanding Conditions:</u></b>	Verification and applicable documentation demonstrating that all conditions contained in this Conditional Approval to Construct have been met.
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**Waiver Approval:**

On March 26, 2020, this office received an engineering plan submittal supporting a request for a waiver of the minimum separation distance required under Drinking Water Regulations, 18 AAC 80.020. We have completed a review and find that the submitted information, justification, and endorsement of the project engineer adequately supports a reduction of the required minimum separation distance. Lesser separation distances as detailed below are approved as requested.

If any of the conditions of this waiver approval cannot be met during construction, please contact the Drinking Water Program prior to making any changes/substitutions.

<b>SEPARATION DISTANCE WAIVER APPROVAL CRITERIA:</b>	
The department grants conditional approval of the following waivers of the minimum separation distance requirements of the State of Alaska Drinking Water Regulations, 18 AAC 80.	
Compliance with the conditions under which the waivers are granted may require the use of specific materials, construction quality assurance, inspection and testing, as recommended by the project engineer in justifying the waiver request.	
WAIVER	REQUIRED MITIGATING MEASURES AND APPROVAL CRITERIA
Station 15+80 water line crossing above sewer line	In all locations an 18 inch vertical separation is expected to be met and water line joints will be at least 9 feet from sanitary sewer joints. The water line will be in a separate trench from the sewer line, and a 20 ft. carrier pipe will be centered on the water line at the crossing. Due to existing site conditions, sewer lines are not able to be pressure tested or enclosed in a carrier pipe.
Station 27+55 water line crossing above sewer line	
Station 35+45 water line crossing above sewer line	

**Approval Limitations:**

This waiver is valid only for the proposed use and the systems described in the waiver request dated March 26, 2020, on file in this office. This waiver is valid as long as the drinking water contaminant concentrations do not exceed the maximum contaminant levels (MCLs) established in 18 AAC 80.300.

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

**Appeal Process:**

The applicant, owner or operator, or other person adversely affected by this decision may request an informal review of this decision in accordance with 18 AAC 15.185, or may request an adjudicatory

hearing in accordance with 18 AAC 15.195-15.340. Requests may be sent by mail, email, or facsimile. Informal review requests must be received by the Division Director within 20 days of this decision. Adjudicatory hearing requests must be received by the Commissioner within 30 days of this decision or the decision of the informal review issued by the Division Director; otherwise, the right to appeal is waived. For more information, visit <https://dec.alaska.gov/commish/review-guidance>.

If you have any questions, please feel free to contact me at [charity.bare@alaska.gov](mailto:charity.bare@alaska.gov).

Sincerely:

A handwritten signature in black ink that reads "Charity Bare". The signature is written in a cursive, flowing style.

Charity Bare, PE  
DEC Engineer

Enclosure: Construction and Operation Certificate

cc: Garret Gladsjo, P.E., proHNS LLC (via email)



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



**A. APPROVAL TO CONSTRUCT –**

Plans for the construction or modification of the Haines Small Tracts/Mud Bay/3<sup>rd</sup> Ave AC pipe replacement drinking water system, (PWSID# 111566, ProjectID# 16528), a Community Water System, located in Haines, Alaska, submitted in accordance with Drinking Water Regulations, 18 AAC 80.200 by Garret Gladsjo, PE / Edward Coffland, Haines Borough Director of Public Facilities have been reviewed and are

- approved as submitted                       conditionally approved (see attached conditions)

 _____ (Reviewing Engineer)	EI _____ (Title)	4/8/2020 _____ (Date of Approval)
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If applicant fails to construct, alter, install, or modify the system within two years of the date of approval to construct, approval is void, and plans must be resubmitted for Department review and approval.

**B. APPROVED CHANGE ORDERS**

**Change (contract order number or descriptive reference):**

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_____ (Reviewing Engineer)	_____ (Title)	_____ (Date of Approval)
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**Change (contract order number or descriptive reference):**

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_____ (Reviewing Engineer)	_____ (Title)	_____ (Date of Approval)
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**C. INTERIM APPROVAL TO OPERATE**

This section must be completed and signed by the Department before any water is made available for public use.

The construction of the above-referenced water system was completed and approved for operation on \_\_/\_\_/\_\_. The system is hereby granted **INTERIM APPROVAL TO OPERATE for 90 days** following the interim approval date. It is illegal to operate a public water system beyond 90 days without **FINAL APPROVAL TO OPERATE** from the Department.

_____ (Reviewing Engineer)	_____ (Title)	_____ (Date of Approval)
-------------------------------	------------------	-----------------------------

**D. FINAL APPROVAL TO OPERATE**

Record drawings and other documents submitted to the Department, or an inspection by the Department, has confirmed that the above-referenced water system was constructed in substantial conformance with the approved plans. The system is hereby granted **FINAL APPROVAL TO OPERATE**.

_____ (Reviewing Engineer)	_____ (Title)	_____ (Date of Approval)
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## APPENDIX C – PREVAILING WAGES

# Davis–Bacon Requirements

## **Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)**

### **Preamble**

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

### **I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at [fleury.lorraine@epa.gov](mailto:fleury.lorraine@epa.gov) or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

#### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Continuing Resolution, 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 a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

#### **2. Obtaining Wage Determinations.**

(a) Subrecipients shall obtain the wage determination 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.

- (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients 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. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient 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 State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) 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 subrecipient 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 solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients 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 subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient 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 subrecipient 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 subrecipient'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.**

(a) The Recipient shall insure that the subrecipient(s) 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 or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(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 § 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 (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.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), 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 subrecipient(s) 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 subrecipient (s) 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 subrecipient(s) 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 subrecipient(s), 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 subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient 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 subrecipient(s) 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 subrecipient(s).

(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 § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, 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 and section 231 of title 31 of the United States Code.

(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; 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 Subrecipient(s), 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 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient 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; 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 subrecipient, 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.

(b) 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 Subrecipient 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 Subrecipient 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 (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The subrecipient 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 subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient 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. Subrecipients 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. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient 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 subrecipient 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 subrecipient 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. Subrecipients 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 subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient 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 Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

## **II. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Not Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at [fleury.lorraine@epa.gov](mailto:fleury.lorraine@epa.gov) or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

**Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

### 1.\_ Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, 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 a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

### 2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to **INSERT STATE CONTACT NAME, EMAIL, and TELEPHONE NUMBER** for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar

instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.

(b) Subrecipients shall obtain the wage determination 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.

- (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients 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. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient 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 State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) 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.

(c) If the subrecipient 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 solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients 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 subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient 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 subrecipient 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 subrecipient'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.**

(a) The Recipient shall insure that the subrecipient(s) 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 or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(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 § 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 (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.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), 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 subrecipient(s) 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 subrecipient(s) to the State award official. The State award official will transmit the report, 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 and the subrecipient(s) 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 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 subrecipient(s) 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 subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient 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 subrecipient(s) 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 subrecipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 and section 231 of title 31 of the United States Code.

(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: 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 Subrecipient(s), 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 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient 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; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, 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 (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(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 Subrecipient 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 Subrecipient 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 (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a). The subrecipient 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 subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient 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. Subrecipients 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. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The subrecipient 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 subrecipient 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 subrecipient 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. Subrecipients 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 subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient 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 Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

"General Decision Number: AK20200001 01/31/2020

Superseded General Decision Number: AK20190001

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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	01/03/2020
1	01/31/2020

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

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BOIL0502-002 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 46.17	29.70

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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

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CARP1501-001 09/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 36.74	22.99

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CARP2520-003 09/01/2018

	Rates	Fringes
Diver		
Stand-by.....	\$ 42.65	25.66
Tender.....	\$ 41.65	25.66
Working.....	\$ 82.45	25.66
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	25.66
Sheet Stabber.....	\$ 38.34	25.66
Welder.....	\$ 43.90	25.66

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.

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CARP4059-001 09/01/2018

	Rates	Fringes
CARPENTER		
Including Lather and Drywall Hanging.....	\$ 38.34	25.66

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ELEC1547-004 04/01/2019

	Rates	Fringes
CABLE SPLICER.....	\$ 40.03	3%+27.23
ELECTRICIAN.....	\$ 39.70	3%+27.48

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ELEC1547-005 04/01/2019

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 56.05	3%+31.78
Linemen (Including Equipment Operators, Technician).....	\$ 54.30	3%+31.78
Powderman.....	\$ 52.30	3%+31.78
TREE TRIMMER.....	\$ 36.21	3%+25.19

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\* 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

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ENGI0302-002 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.53	23.65
GROUP 1A.....	\$ 42.29	23.65
GROUP 2.....	\$ 39.76	23.65
GROUP 3.....	\$ 39.04	23.65
GROUP 4.....	\$ 32.83	23.65
TUNNEL WORK		
GROUP 1.....	\$ 44.58	23.65
GROUP 1A.....	\$ 46.52	23.65
GROUP 2.....	\$ 43.74	23.65
GROUP 3.....	\$ 42.94	23.65
GROUP 4.....	\$ 36.11	23.65

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; Trencing 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.

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IRON0751-003 07/01/2019

	Rates	Fringes
IRONWORKER		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 35.25	32.63
GUARDRAIL INSTALLERS.....	\$ 36.25	32.63
GUARDRAIL LAYOUT MAN.....	\$ 35.99	32.63
HELICOPTER, TOWER.....	\$ 39.75	32.63

-----  
LAB00341-001 04/01/2019

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 30.71	27.51
GROUP 2.....	\$ 31.71	27.51
GROUP 3.....	\$ 32.61	27.51
GROUP 3A.....	\$ 35.89	27.51
GROUP 3B.....	\$ 39.68	24.80
GROUP 4.....	\$ 20.28	27.51
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 33.78	27.51
GROUP 2.....	\$ 34.88	27.51
GROUP 3.....	\$ 35.87	27.51
GROUP 3A.....	\$ 39.48	27.51
GROUP 3B.....	\$ 43.65	24.80

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.

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LAB00942-001 04/01/2019

Rates                      Fringes

Laborers: North of the 63rd  
Parallel & East of Longitude

138 Degrees

GROUP 1.....	\$ 30.71	27.51
GROUP 2.....	\$ 31.71	27.51
GROUP 3.....	\$ 32.61	27.51
GROUP 3A.....	\$ 35.89	27.51
GROUP 3B.....	\$ 39.68	24.80
GROUP 4.....	\$ 20.28	27.51
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 33.78	27.51
GROUP 2.....	\$ 34.88	27.51
GROUP 3.....	\$ 35.87	27.51
GROUP 3A.....	\$ 39.48	27.51
GROUP 3B.....	\$ 43.65	24.80

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.

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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

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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

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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

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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

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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

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PLUM0262-002 07/01/2019

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.32	27.62

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PLUM0367-002 12/03/2018

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 39.00	26.70

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PLUM0375-002 07/01/2018

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.46	26.40

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PLUM0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	26.49

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ROOF0189-006 04/01/2019

	Rates	Fringes
ROOFER.....	\$ 44.62	16.03



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SHEE0023-003 07/01/2018

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.70	26.40

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SHEE0023-004 07/01/2017

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.74	23.48

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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

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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](http://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)).

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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.

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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.

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END OF GENERAL DECISION"

A photograph of a worker in a hard hat and respirator operating a crane hook in an industrial setting. The worker is wearing a grey long-sleeved shirt and is holding a red crane hook. The background shows a large industrial structure with a curved metal surface.

# Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective April 3, 2020  
Issue 40

**PAMPHLET No. 600**

Title 36. Public Contracts  
AS 36.05

**DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT**

Wage and Hour Administration

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April 3, 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 April 3, 2020.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 13, 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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## Wage Rates ..... Pages 1-26

**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**

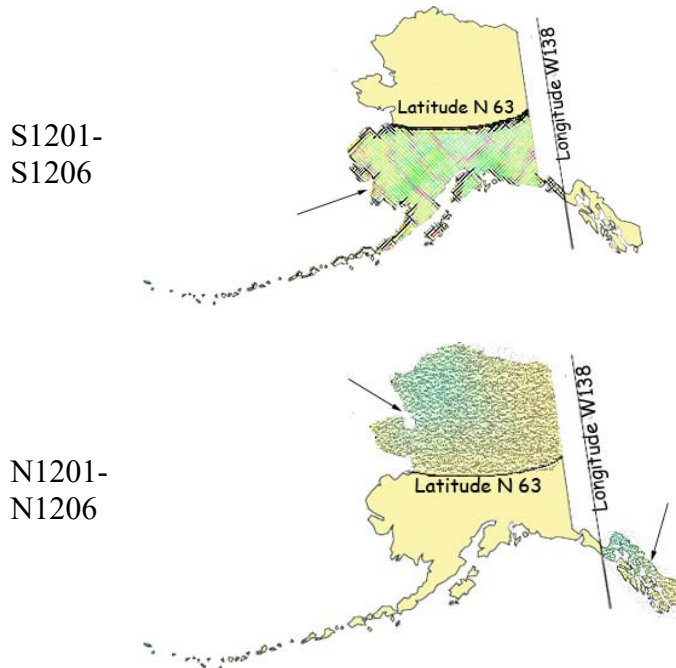
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC 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 1<sup>st</sup>, 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](mailto: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](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**

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900

Email:  
statewide.wagehour@alaska.gov

**Juneau**

PO Box 111149  
Juneau, Alaska 99811  
Phone: (907) 465-4842

Email:  
statewide.wagehour@alaska.gov

**Fairbanks**

Regional State Office Building  
675 7<sup>th</sup> 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

<b>A0101</b>	Boilermaker (journeyman)	46.08	8.57	16.72	1.65	VAC 3.50	SAF 0.34	76.86
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## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.13	9.83	8.50	0.55	L&M 0.15	0.87	62.03
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Bricklayer  
 Marble or Stone Mason  
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
 Terrazzo Worker  
 Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	42.13	9.83	8.50	0.55	L&M 0.15	0.87	62.03
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Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.96	9.83	8.50	0.55	L&M 0.15	0.87	55.86
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Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	40.10	9.83	8.50	0.55	L&M 0.15	0.87	60.00
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## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M 0.10	SAF 0.10	64.95
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Lather/Drywall/Acoustical

## Carpenters, Region II (South of N63 latitude)

\*See per diem note on last page

<b>S0301</b>	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M 0.10	SAF 0.10	65.49
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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=pension 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

<b>A0401</b>	Group I, including:	38.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	60.41
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- 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

<b>A0402</b>	Group II, including:	38.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	60.41
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- Form Setter

<b>A0403</b>	Group III, including:	38.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	60.41
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- 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

<b>A0404</b>	Group IV, including:	38.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	60.41
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- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder
- Tunnel Worker

<b>A0405</b>	Group V, including:	38.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	60.41
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- 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=pension 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**

<b>A0501</b>	Baker/Cook	28.37	7.31	7.56			<b>LEG</b>	43.24
<b>A0503</b>	General Helper	25.05	7.31	7.56			<b>LEG</b>	39.92
	Housekeeper							
	Janitor							
	Kitchen Helper							
<b>A0504</b>	Head Cook	28.97	7.31	7.56			<b>LEG</b>	43.84
<b>A0505</b>	Head Housekeeper	25.45	7.31	7.56			<b>LEG</b>	40.32
	Head Kitchen Help							

**Dredgemen**  
\*See per diem note on last page

<b>A0601</b>	Assistant Engineer	40.76	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 65.26
	Craneman							
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
<b>A0602</b>	Assistant Mate (deckhand)	39.60	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 64.10
<b>A0603</b>	Fireman	40.04	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 64.54
<b>A0605</b>	Leverman Clamshell	43.29	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 67.79
<b>A0606</b>	Leverman Hydraulic	41.53	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 66.03
<b>A0607</b>	Mate & Boatman	40.76	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 65.26
<b>A0608</b>	Oiler (dredge)	40.04	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 64.54

**Electricians**  
\*See per diem note on last page

<b>A0701</b>	Inside Cable Splicer	41.27	13.90	13.88	0.95	0.20	0.15	<b>L&amp;M</b> <b>LEG</b> 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=pension 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	
<b>Electricians</b>									
*See per diem note on last page									
<b>A0702</b>	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	40.94	13.90	14.12	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	70.26
<b>A0703</b>	Power Cable Splicer	57.79	13.90	18.92	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	91.91
<b>A0704</b>	Tele Com Cable Splicer	50.53	13.90	16.17	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	81.90
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	56.04	13.90	18.87	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	90.11
<b>A0706</b>	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		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	80.09
<b>A0707</b>	Straight Line Installer - Repairman	48.78	13.90	16.11	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	80.09
<b>A0708</b>	Powderman	54.04	13.90	18.81	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	88.05
<b>A0710</b>	Material Handler	26.57	13.33	4.80	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	45.15
<b>A0712</b>	Tree Trimmer Groundman	28.37	13.90	12.59	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	55.31
<b>A0713</b>	Journeyman Tree Trimmer	37.30	13.90	12.86	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	64.51
<b>A0714</b>	Vegetation Control Sprayer	40.85	13.90	12.97	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	68.17
<b>A0715</b>	Inside Journeyman Communications CO/PBX	39.52	13.90	13.83	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	68.55

**Elevator Workers**  
\*See per diem note on last page

<b>A0802</b>	Elevator Constructor	41.38	15.73	18.41	0.63		<b>L&amp;M</b> 0.48	<b>VAC</b> 4.59	81.22
<b>A0803</b>	Elevator Constructor Mechanic	59.11	15.73	18.41	0.63		<b>L&amp;M</b> 0.48	<b>VAC</b> 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=pension 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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**Heat & Frost Insulators/Asbestos Workers**

\*See per diem note on last page

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	0.12	SAF	60.25
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	0.12	SAF	60.25
<b>A0904</b>	Insulator, Group II	38.68	9.24	11.01	1.20	0.12	SAF	60.25
<b>A0905</b>	Fire Stop	38.68	9.24	11.01	1.20	0.12	SAF	60.25

**IronWorkers**

\*See per diem note on last page

<b>A1101</b>	Ironworkers, including:	38.75	9.03	22.88	0.72	0.20	L&M IAF	71.94
	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							
<b>A1102</b>	Helicopter	39.75	9.03	22.88	0.72	0.20	L&M IAF	72.94
	Tower (energy producing windmill type towers to include nacelle and blades)							
<b>A1103</b>	Fence/Barrier Installer	35.25	9.03	22.53	0.72	0.20	L&M IAF	68.09
<b>A1104</b>	Guard Rail Layout Man	35.99	9.03	22.53	0.72	0.20	L&M IAF	68.83
<b>A1105</b>	Guard Rail Installer	36.25	9.03	22.53	0.72	0.20	L&M IAF	69.09

**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=pension 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

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	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							
	Landscape 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							

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1202</b>	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

Burning & Cutting Torch

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=pension 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	
<b>N1202</b>	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17
	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	
<b>N1203</b>	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							

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=pension 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 Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

<b>N1203</b>	Group III, including:	33.61	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	
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- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

<b>N1204</b>	Group IIIA	36.89	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	
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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

<b>N1205</b>	Group IV	21.28	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	
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- Final Building Cleanup
- Permanent Yard Worker

<b>N1206</b>	Group IIIB	40.68	6.24	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	
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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

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

<b>S1201</b>	Group I, including:	31.71	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	
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- 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

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=pension 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

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1201</b>	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	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							

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1202</b>	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							

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=pension 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

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1202</b>	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

- 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

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1203</b>	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
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1204</b>	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)

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=pension 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

<b>S1204</b>	Group IIIA	36.89	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.35
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- 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

<b>S1205</b>	Group IV	21.28	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	49.74
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- Final Building Cleanup
- Permanent Yard Worker

<b>S1206</b>	Group IIIB	40.68	6.24	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	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

<b>A1251</b>	Millwright (journeyman)	37.64	10.08	12.28	1.10	<b>L&amp;M</b>	0.05	61.55
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<b>A1252</b>	Millwright Welder	38.64	10.08	12.28	1.10	<b>L&amp;M</b>	0.05	62.55
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**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1301</b>	Group I, including:	33.11	8.59	13.50	1.08	<b>L&amp;M</b>	0.07	56.35
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- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

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=pension 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

						L&M	
<b>N1302</b>	Group II, including:	33.63	8.59	13.50	1.08	0.07	56.87
	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						

<b>N1304</b>	Group IV, including:	39.76	8.59	16.37	1.05	0.05	65.82
	Glazier						
	Storefront/Automatic Door Mechanic						

<b>N1305</b>	Group V, including:	28.75	8.59	5.02	0.83	0.07	43.26
	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

						L&M	
<b>S1301</b>	Group I, including :	30.45	8.59	14.15	1.08	0.07	54.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						

						L&M	
<b>S1302</b>	Group II, including :	31.70	8.59	14.15	1.08	0.07	55.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						

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=pension 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	
<b>Painters, Region II (South of N63 latitude)</b>									
*See per diem note on last page									
<b>S1302</b>	Group II, including :	31.70	8.59	14.15	1.08		<b>L&amp;M</b> 0.07	55.59	
	Wallpaper/Vinyl Hanger								
<b>S1303</b>	Group III, including :	31.80	8.59	14.15	1.08		<b>L&amp;M</b> 0.07	55.69	
	Bridge Painter								
	Epoxy Applicator								
	Industrial Coatings Specialist								
	Pot Tender								
	Sandblasting								
	Specialty Painter								
	Structural Steel Painter								
<b>S1304</b>	Group IV, including:	39.97	8.59	15.41	1.08		<b>L&amp;M</b> 0.07	65.12	
	Glazier								
	Storefront/Automatic Door Mechanic								
<b>S1305</b>	Group V, including:	28.75	8.59	5.02	0.83		<b>L&amp;M</b> 0.07	43.26	
	Carpet Installer								
	Floor Coverer								
	Heat Weld/Cove Base								
	Linoleum/Soft Tile Installer								
<b>Piledrivers</b>									
*See per diem note on last page									
<b>A1401</b>	Piledriver	38.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	64.95
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								
<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	65.95
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	69.26
	Single Atmosphere Suit, Bell or Submersible Pilot								
<b>A1404</b>	Diver (working) **See note on last page	82.45	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	109.06

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=pension 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

<b>A1405</b>	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M	IAF	69.26
<b>A1406</b>	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M	IAF	68.26
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M	IAF	70.51

**Plumbers, Region I (North of N63 latitude)**  
\*See per diem note on last page

<b>N1501</b>	Journeyman Pipefitter	41.46	9.75	17.00	1.40	L&M	S&L	70.26
	Plumber							
	Welder							

**Plumbers, Region II (South of N63 latitude)**  
\*See per diem note on last page

<b>S1501</b>	Journeyman Pipefitter	40.00	10.73	15.02	1.45	L&M		67.40
	Plumber							
	Welder							

**Plumbers, Region IIA (1st Judicial District)**  
\*See per diem note on last page

<b>X1501</b>	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M		66.68
	Plumber							
	Welder							

**Power Equipment Operators**  
\*See per diem note on last page

<b>A1601</b>	Group I, including:	41.53	10.35	13.00	1.00	L&M		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							

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=pension 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

	<b>L&amp;M</b>						
<b>A1601</b> Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03
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							
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)							

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=pension 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

<b>A1601</b>	Group I, including:	41.53	10.35	13.00	1.00	<b>L&amp;M</b>		66.03
						0.10	0.05	

- 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

<b>A1602</b>	Group IA, including:	43.29	10.35	13.00	1.00	<b>L&amp;M</b>		67.79
						0.10	0.05	

- 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)

<b>A1603</b>	Group II, including:	40.76	10.35	13.00	1.00	<b>L&amp;M</b>		65.26
						0.10	0.05	

- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)

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=pension 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

<b>A1603</b> Group II, including:		40.76	10.35	13.00	1.00	0.10	0.05	65.26
Skidder								
Trenching Machines (under 16 inches)								
Water/Waste Water Treatment Operator								

<b>A1604</b> Group III, including:		40.04	10.35	13.00	1.00	0.10	0.05	64.54
"A" Frame Trucks, Deck Winches								
Bombardier (tack or tow rig)								
Boring Machine								
Brooms, Power (sweeper, elevator, vacuum, or similar)								
Bump Cutter								
Compressor								
Farm Tractor								
Forklift, Industrial Type								
Gin Truck or Winch Truck (with poles when used for hoisting)								
Hoists, Air Tuggers, Elevators								
Loaders:								
(a) Elevating-Athey, Barber Greene & similar types								
(b) Forklifts or Lumber Carrier (on construction job sites)								
(c) Forklifts, (with tower)								
(d) Overhead & Front End, (under 2-1/2 yards)								
Locomotives: Dinkey (air, steam, gas & electric) Speeders								
Mechanics, Light Duty								
Oil, Blower Distribution								
Posthole Digger, Mechanical								
Pot Fireman (power agitated)								
Power Plant, Turbine Operator, (under 200 k.w.)								
Pumps, Water								
Roller (other than Asphalt)								
Saws, Concrete								
Skid Hustler								
Skid Steer (with all attachments)								
Stake Hopper								
Straightening Machine								
Tow Tractor								

<b>A1605</b> 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								

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=pension 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

<b>A1605</b>	Group IV, including:	33.83	10.35	13.00	1.00		<b>L&amp;M</b>	
	Steam Cleaner					0.10	0.05	58.33
	Swamper (on trenching machines or shovel type equipment)							

**Roofers**

\*See per diem note on last page

<b>A1701</b>	Roofer & Waterproofer	44.62	11.75	3.91	0.81		<b>L&amp;M</b>	
						0.10	0.06	61.25
<b>A1702</b>	Roofer Material Handler	31.23	11.75	3.91	0.81		<b>L&amp;M</b>	
						0.10	0.06	47.86

**Sheet Metal Workers, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1801</b>	Sheet Metal Journeyman	48.04	11.20	13.61	1.65		<b>L&amp;M</b>	
	Air Balancing and duct cleaning of HVAC systems					0.12		74.62
	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							

**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1801</b>	Sheet Metal Journeyman	42.70	11.20	13.89	1.68		<b>L&amp;M</b>	
	Air Balancing and duct cleaning of HVAC systems					0.43		69.90
	Brazing, soldering or welding of metals							

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=pension 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	L&M	THR
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**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1801</b>	Sheet Metal Journeyman	42.70	11.20	13.89	1.68		<b>L&amp;M</b> 0.43	69.90
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- 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

<b>A1901</b>	Sprinkler Fitter	47.35	10.23	16.15	0.52		<b>L&amp;M</b> 0.25	74.50
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**Surveyors**

\*See per diem note on last page

<b>A2001</b>	Chief of Parties	44.16	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	69.48
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<b>A2002</b>	Party Chief	42.57	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	67.89
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<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	41.97	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	67.29
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<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	39.85	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	65.17
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<b>A2006</b>	Chain Person (for crews with more than 2 people)	35.51	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	60.83
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**Truck Drivers**

\*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=pension 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	
<b>A2101</b>	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)							
<b>A2102</b>	Group 1A including:	42.21	11.43	12.64	1.15	0.10	L&M	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)							
<b>A2103</b>	Group II, including:	39.68	11.43	12.64	1.15	0.10	L&M	65.00
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	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							

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=pension 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

<b>A2103</b>	Group II, including:	39.68	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	65.00
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Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	38.86	11.43	12.64	1.15		<b>L&amp;M</b> 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)

<b>A2105</b>	Group IV, including:	38.28	11.43	12.64	1.15		<b>L&amp;M</b> 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
- 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

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=pension 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	
<b>A2105</b>	Group IV, including:	38.28	11.43	12.64	1.15	0.10	63.60
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						

						L&M	
<b>A2106</b>	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

						L&M	LEG	
<b>N2201</b>	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	
<b>N2202</b>	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)							

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=pension 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

<b>N2202</b> Group II, including:	35.98	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	64.44
						0.20	0.20	

- Concrete Laborer
- Floor Preparation, Core Drilling
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

<b>N2203</b> Group III, including:	36.97	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	65.43
						0.20	0.20	

- Miner
- Retimberman

<b>N2204</b> Group IIIA, including:	40.58	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	69.04
						0.20	0.20	

- 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

<b>N2206</b> Group IIIB, including:	44.75	6.24	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	70.50
						0.20	0.20	

- 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, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S2201</b> Group I, including:	34.88	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	63.34
						0.20	0.20	

- Brakeman
- Mucker
- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control 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=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S2201</b>	Group I, including:	34.88	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	63.34
	Topman & Bull Gang								
	Tunnel Track Laborer								

<b>S2202</b>	Group II, including:	35.98	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	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, Pumpcrete or Shotcrete								
	Pipelayer Helper								

<b>S2203</b>	Group III, including:	36.97	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	65.43
	Miner								
	Retimberman								

<b>S2204</b>	Group IIIA, including:	40.58	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	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								

<b>S2206</b>	Group IIIB, including:	44.75	6.24	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	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)								
	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

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=pension 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, Power Equipment Operators**

\*See per diem note on last page

<b>A2207</b>	Group I	45.68	10.35	13.00	1.00		<b>L&amp;M</b> 0.10	0.05	70.18
<b>A2208</b>	Group IA	47.62	10.35	13.00	1.00		<b>L&amp;M</b> 0.10	0.05	72.12
<b>A2209</b>	Group II	44.84	10.35	13.00	1.00		<b>L&amp;M</b> 0.10	0.05	69.34
<b>A2210</b>	Group III	44.04	10.35	13.00	1.00		<b>L&amp;M</b> 0.10	0.05	68.54
<b>A2211</b>	Group IV	37.21	10.35	13.00	1.00		<b>L&amp;M</b> 0.10	0.05	61.71

\* 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=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

## APPENDIX D - DRAWINGS

# SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT

## HAINES BOROUGH, ALASKA

CONTRACT NO. HB19-02



PROJECT LOCATION MAP

NTS

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LEGEND, ABBREVIATIONS & GENERAL NOTES
3-5	TYPICAL SECTIONS
6-11	DETAILS
12	SUMMARY TABLES
13-20	PLAN & PROFILE SHEETS
21	GRADING PLAN
22	CONTRACTOR STAGING AREA
23	WATER LINE COMMISSIONING SHEET
24-28	SURVEY CONTROL MAPS



ALASKA  
VICINITY MAP  
NTS



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



DRAWN BY: C. BYDLON  
 DESIGNED BY: G. GLADSJO  
 CHECKED BY: L. CHAMBERS  
 219 MAIN ST #13  
 HAINES, AK 99827  
 1945 ALEX HOLDEN WAY #101  
 JUNEAU, AK 99801  
 solutions@proHNS.com  
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







SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT

HB19-02

COVER SHEET

SHEET NUMBER
1
OF
28

## LEGEND

DESCRIPTION	EXISTING	REMOVED	PROPOSED
CATCH BASIN			
CULVERT	-----	-----	---SD---SD---SD---
CURB RAMP			
EDGE OF PAVEMENT	-----		[ HATCHED AREA ]
FIRE HYDRANT			
OVERHEAD POWER	---OHE---OHE---		
PIPE INSULATION			
PRESSURE REDUCING VALVE			
PROPERTY LINE	-----		
SANITARY SEWER CLEANOUT	○		
SANITARY SEWER PIPE	--->--->---		
SANITARY SEWER MANHOLE			
SAWCUT & MTE LIMITS			---.---.---
SIGN	⊥		
UTILITY POLE			
WATER LINE PIPE	--- --- ---	-----	--- --- ---
WATER VALVE BOX			
WATER FITTING			
WATER CAP			[

## ABBREVIATIONS

AC	ASBESTOS CEMENT
AVE	AVENUE
BLK	BLOCK
BOP	BEGINNING OF PROJECT
C&G	CURB AND GUTTER
CB	CATCH BASIN
C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CPP	CORRUGATED POLYETHYLENE PIPE
CTE	CONNECT TO EXISTING
DI	DUCTILE IRON
DIP	DUCTILE IRON PIPE
DIA	DIAMETER
DR	DRIVE
DW	DRIVEWAY
ELEV	ELEVATION
EOP	END OF PROJECT
EX	EXISTING
FG	FINISHED GRADE
FH	FIRE HYDRANT
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HWY	HWY
INV	INVERT
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MJ	MECHANICAL JOINT
MIN	MINIMUM
MTE	MATCH TO EXISTING
NTS	NOT TO SCALE
PI	POINT OF INTERSECTION
PVC	POLYVINYL CHLORIDE
RD	ROAD
RT	RIGHT
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
TYP	TYPICAL

## GENERAL NOTES

1. ALL WORK FOR THESE PLANS SHALL BE CONDUCTED IN STRICT ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND STANDARDS.
2. LOCATIONS AND ELEVATION OF EXISTING UNDERGROUND WATER, SEWER, POWER, TELEPHONE AND CABLE TELEVISION SHOWN ON THE PLANS WERE DERIVED FROM HAINES BOROUGH AS-BUILTS AND FIELD LOCATES. THE ACTUAL LOCATION OF UTILITIES MAY VARY FROM THOSE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROTECTING AND MAINTAINING EXISTING UTILITIES THROUGHOUT THE CONSTRUCTION OF THE PROJECT. ANY DAMAGE TO UTILITIES DURING CONSTRUCTION SHALL BE PAID FOR BY THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. THE CONTRACTOR SHALL CONTACT AND REQUEST UTILITY LOCATES, AT A MINIMUM, FROM THE FOLLOWING PRIOR TO BEGINNING EARTH DISTURBING ACTIVITIES:
  - A) HAINES BOROUGH PUBLIC FACILITIES, 907-766-6414.
  - B) ALASKA POWER & TELEPHONE(AP&T), 907-766-6500.
  - C) HAINES CABLE TV, 907-766-2337.
3. THE CONTRACTOR SHALL NOTIFY HAINES PUBLIC FACILITIES AT 907-766-6414 OF PROPOSED WATER SERVICE INTERRUPTION AT LEAST 48 HOURS PRIOR TO SHUT DOWN OR FLUSHING OF MAIN LINE. THE CONTRACTOR SHALL SUBMIT A TEMPORARY WATER SYSTEM PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO INTERRUPTING WATER SERVICE FOR DURATIONS IN EXCESS OF 4 HOURS.
4. ALL WORK SHALL BE CONDUCTED IN CONFORMANCE WITH THE CONDITIONS OF THE STATE OF ALASKA MAJOR UTILITY PERMIT ISSUED FOR THIS PROJECT.
5. A GEOTECHNICAL INVESTIGATION WAS NOT PERFORMED AS PART OF THIS DESIGN. HARDPAN, CLAY, GROUNDWATER, LARGE BOULDERS, BEDROCK, STUMPS, LOGS, ORGANICS, AND OTHER NATIVE MATERIALS MAY BE ENCOUNTERED AT VARIOUS DEPTHS DURING TRENCHING AND SITE GRADING OPERATIONS.
6. THE TOTAL DISTURBED AREA FOR THIS PROJECT IS ANTICIPATED TO BE MORE THAN ONE ACRE.
7. ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING CONDITIONS AND GRADES, UNLESS OTHERWISE SHOWN ON THE PLANS.
8. ALL MATERIALS PROPOSED FOR THE WATER SYSTEM THAT COME IN DIRECT CONTACT WITH THE WATER SHALL BE CERTIFIED BY AN ANSI ACCREDITED ORGANIZATION TO CONFORM WITH ANSI/NSF STANDARD 61 OR AN ANSI/NSF STANDARD WITH EQUIVALENT HEALTH REQUIREMENTS. IN ADDITION THE MATERIALS USED FOR THIS PROJECT SHALL COMPLY WITH THE NEW LEAD FREE REQUIREMENTS INCLUDING NOT MORE THAN 0.2% WHEN USED WITH RESPECT TO SOLDER AND FLUX AND NOT MORE THAN A WEIGHTED AVERAGE OF 0.25% LEAD WHEN USED WITH RESPECT TO THE WETTED SURFACES OF PIPES, PIPE FITTINGS, PLUMBING, FITTINGS AND FIXTURES.
9. CONTRACTOR SHALL ENSURE GARBAGE PICKUP, PRIVATE AND BUSINESS DELIVERIES, AND DAILY MAIL SERVICE WILL BE UNINTERRUPTED TO ALL BUSINESS AND RESIDENCES AFFECTED BY THIS PROJECT.
10. THE CONTRACTOR SHALL NOTIFY EACH PROPERTY OWNER OF DRIVEWAY CLOSURE 48 HOURS PRECEDING THE DAY THE DRIVEWAY IS TO BE CLOSED TO VEHICULAR ACCESS. THE PROPERTY OWNER SHALL BE INFORMED OF THE PERIOD OF TIME THE CLOSURE WILL BE IN EFFECT. NO DRIVEWAY CLOSURES WILL BE PERMITTED UNTIL THIS REQUIREMENT HAS BEEN MET TO THE SATISFACTION OF THE ENGINEER.
11. THE CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT, OR OPERATE EQUIPMENT WITH ITS TRACKS OR WHEELS PLACED ON PRIVATE PROPERTY, WITHOUT THE APPROVAL OF THE PROPERTY OWNER.
12. THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING WATER PIPES, INCLUDING ALONG CULVERTS AND WATER PIPE ALIGNMENTS TO DETERMINE PIPE INSULATION LOCATIONS AND TO ENSURE DAMAGE DOES NOT OCCUR TO THE SERVICE PIPES.
13. ONLY HORIZONTAL ELBOW FITTINGS (BENDS) ARE SHOWN (NOT ALL ARE LABELED) ON DRAWINGS. ADDITIONAL FITTINGS WILL BE REQUIRED FOR VERTICAL DEFLECTIONS NEAR CONNECTIONS TO EXISTING PIPES, AND AT OTHER LOCATIONS REQUIRING GRADE CHANGES TO AVOID CONFLICTS.
14. THE PLAN DRAWINGS DO NOT SHOW ALL PLANTINGS AND OTHER LANDSCAPING THAT WILL BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES. NO PLANTINGS OR LANDSCAPING ARE TO BE REMOVED OR DAMAGED, UNLESS SHOWN ON THE DRAWINGS OR DIRECTED BY THE ENGINEER.
15. ALL ITEMS DESIGNATED TO BE REMOVED SHALL BE DISPOSED OF OFF-SITE, EXCEPT AS NOTED IN THE CONTRACT DOCUMENTS, AND SHALL BECOME THE PROPERTY OF THE CONTRACTOR, INCLUDING CONCRETE, ASPHALT, UNSUITABLE SOILS, REMOVED WATER SYSTEM MATERIALS AND ETC.
16. THE CONTRACTOR SHALL PREPARE AND DELIVER TO THE ENGINEER A POINT DATA FILE IN AN ACCEPTABLE FORMAT CONTAINING THE AS-BUILT SURVEY OF ALL DEVIATIONS IN WATER PIPE ALIGNMENT FROM DESIGN ALIGNMENT, INSTALLED WATER PIPE ELBOWS OR BENDS, TEES, WATER MAIN VALVES AND BOXES, WATER SERVICE VALVE BOXES, AND CONNECTIONS TO EXISTING WATER PIPE.
17. CONTRACTOR SHALL REPLACE PAINTED TRAFFIC MARKINGS OBLITERATED BY THE WORK TO MATCH EXISTING, PRE-CONSTRUCTION SITE CONDITIONS, INCLUDING ALL LINES, STOP BARS AND CROSSWALKS WITHIN THE LIMITS OF PAVEMENT REMOVAL. EXISTING PAINT MARKINGS TYPICALLY NOT SHOWN IN PLANS UNLESS OTHERWISE NOTED.

## TRAFFIC CONTROL NOTES

1. ALL TRAFFIC SHALL BE CONTROLLED PER REQUIREMENTS OF THE ALASKA TRAFFIC MANUAL, U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE ALASKA SUPPLEMENT.
2. DETOURS SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION.
3. ROAD CLOSURES SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION.
4. THE CONTRACTOR WILL NOT BE PERMITTED TO OBSTRUCT LOCAL VEHICULAR TRAFFIC BETWEEN THE HOURS OF 5:00 PM AND 8:00 AM SEVEN DAYS A WEEK. DURING THIS PERIOD ONE LANE SHALL BE OPEN TO VEHICULAR TRAFFIC AND HAVE A MINIMUM WIDTH OF 10 FEET, AND DELAYS SHALL NOT EXCEED 15 MINUTES.
5. PROVIDE ACCESS FOR EMERGENCY VEHICLES AT ALL TIMES.

## AMERICAN IRON AND STEEL REQUIREMENTS

1. THE CONTRACT DOCUMENTS INCLUDE THE REQUIREMENT THAT ALL IRON AND STEEL PRODUCTS USED IN THE PROJECT COMPLY WITH THE STATUTORY REQUIREMENTS COMMONLY KNOWN AS "AMERICAN IRON AND STEEL." CONTRACTOR SHALL PROVIDE "AMERICAN IRON AND STEEL STEP MANUFACTURER CERTIFICATIONS" TO CONFIRM THAT PRODUCTS AND/OR MATERIALS PROVIDED FOR THE PROJECT ARE IN FULL COMPLIANCE WITH THE AMERICAN IRON AND STEEL REQUIREMENT.



RECORD OF REVISIONS			
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DESIGNED BY:	G. GLADSJO
CHECKED BY:	L. CHAMBERS
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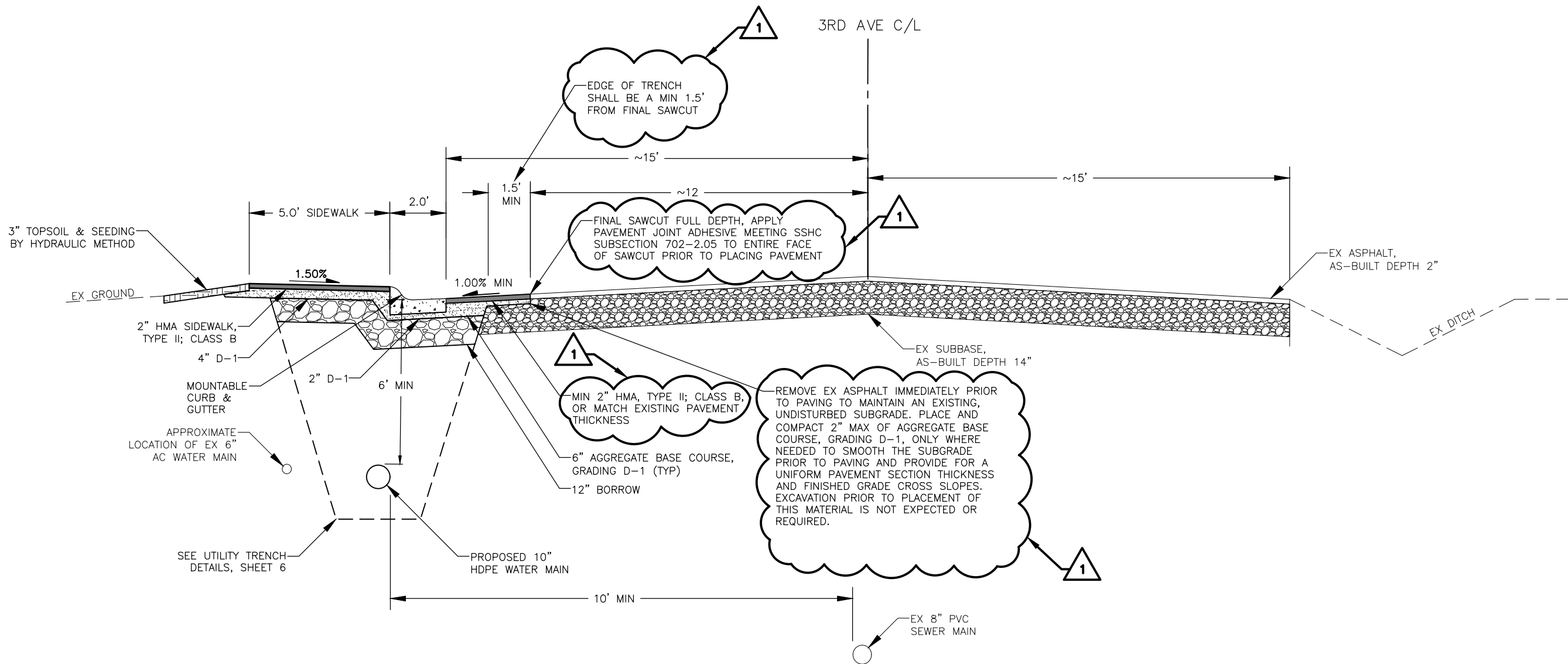


**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**

HB19-02

**LEGEND, ABBREVIATIONS & GENERAL NOTES**

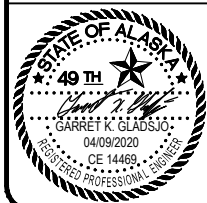
SHEET NUMBER	
2	OF
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1  
3 TYPICAL SECTION - BOP TO 19+65  
SCALE: NOT TO SCALE

TYPICAL SECTION 1/3 NOTES:

- R.O.W. LIMITS NOT SHOWN. CENTERLINE SHOWN IS MIDDLE OR CROWN OF ROADWAY, NOT THE DESIGN ALIGNMENT.
- REMOVE EX AC WATER MAIN WHERE IT CONFLICTS WITH NEW WATER MAIN. ABANDON IN PLACE WHERE THERE IS NO CONFLICT.
- CONTRACTOR TO VERIFY A MINIMUM 1% SLOPE TOWARDS GUTTER ON 3' ASPHALT PATCH BEFORE POURING MOUNTABLE CURB & GUTTER.
- CONTRACTOR TO VERIFY A MINIMUM 0.5% SLOPE ALONG GUTTER FLOW LINE TOWARDS EX CATCH BASIN IN ED SHIRLEY DR BEFORE POURING CURB/GUTTER.
- SEE DETAIL 5/8 FOR ADDITIONAL MOUNTABLE CURB DIMENSIONS.
- EXISTING GUARDRAIL, MAILBOXES, SIGNS, UTILITY POLES AND OTHER SITE FEATURES NOT SHOWN.



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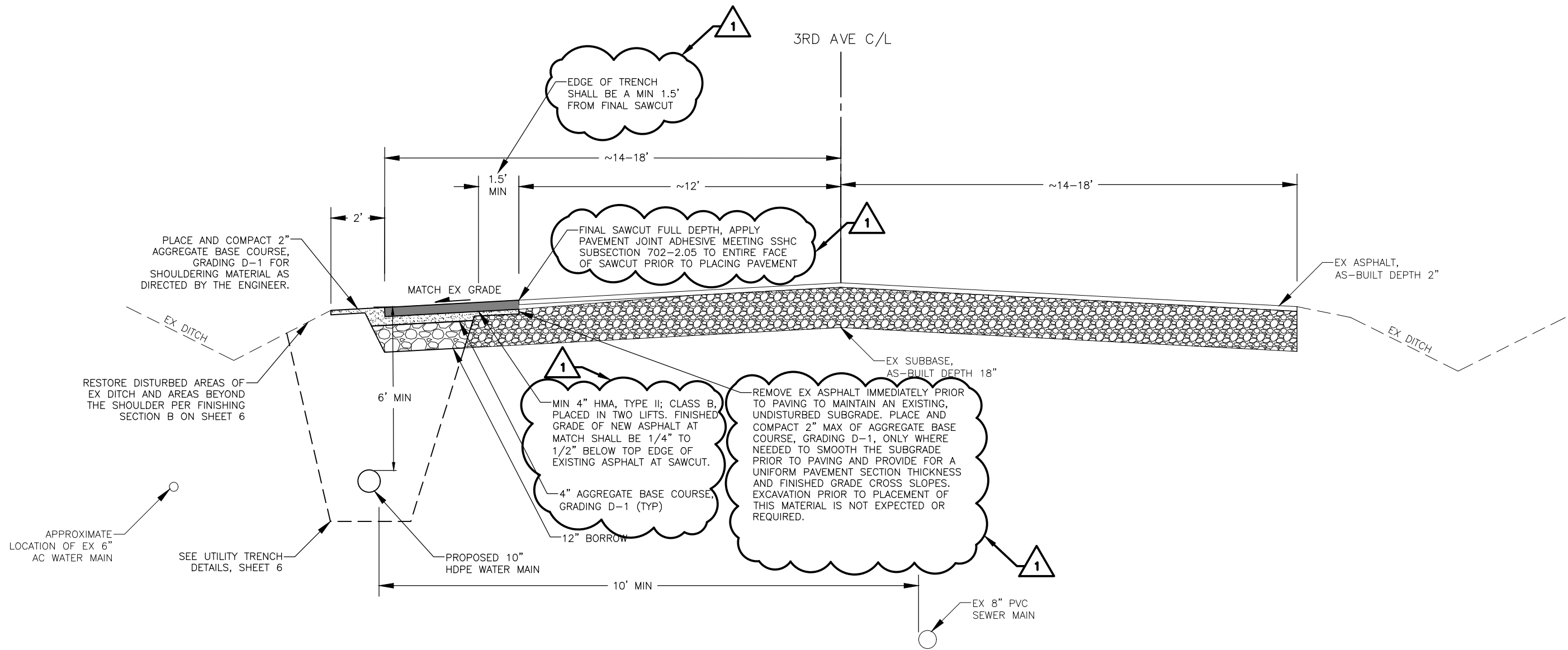


SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT

HB19-02

TYPICAL SECTIONS-1

SHEET NUMBER	
3	OF
28	



1 TYPICAL SECTION - 19+65 TO 26+00  
 4 SCALE: NOT TO SCALE

TYPICAL SECTION 1/4 NOTES:

1. R.O.W. LIMITS NOT SHOWN. CENTERLINE SHOWN IS MIDDLE OR CROWN OF ROADWAY, NOT THE DESIGN ALIGNMENT.
2. REMOVE EX AC WATER MAIN WHERE IT CONFLICTS WITH NEW WATER MAIN. ABANDON IN PLACE WHERE THERE IS NO CONFLICT.
3. EXISTING GUARDRAIL, MAILBOXES, SIGNS, UTILITY POLES AND OTHER SITE FEATURES NOT SHOWN.



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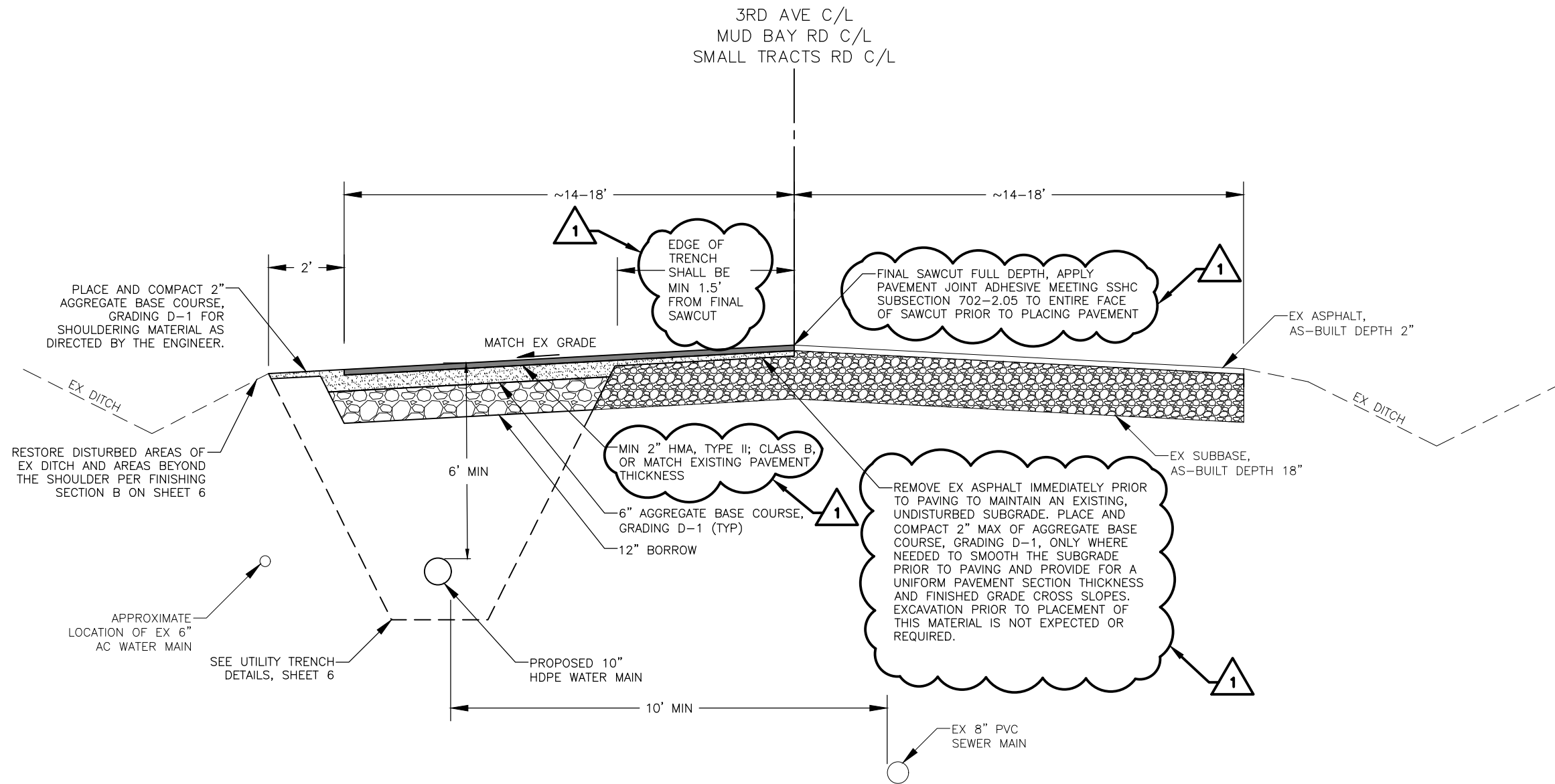


SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT

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TYPICAL SECTIONS-2

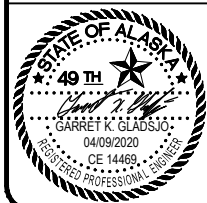
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1  
5  
TYPICAL ROAD SECTION - 26+00 TO EOP  
SCALE: NOT TO SCALE

TYPICAL SECTION 1/5 NOTES:

1. R.O.W. LIMITS NOT SHOWN. CENTERLINE SHOWN IS MIDDLE OR CROWN OF ROADWAY, NOT THE DESIGN ALIGNMENT.
2. REMOVE EX AC WATER MAIN WHERE IT CONFLICTS WITH NEW WATER MAIN. ABANDON IN PLACE WHERE THERE IS NO CONFLICT.
3. THE CONTRACTOR SHALL ENSURE THAT THE FINAL SAWCUT/PAVEMENT JOINT IS LOCATED ALONG THE CENTERLINE OF THE ROAD, OR WITHIN 1" OF THE OUTSIDE EDGE OF THE EXISTING PAINTED CENTERLINE MARKINGS.
4. GUARDRAIL, MAILBOXES, SIGNS, UTILITY POLES AND OTHER SITE FEATURES NOT SHOWN.



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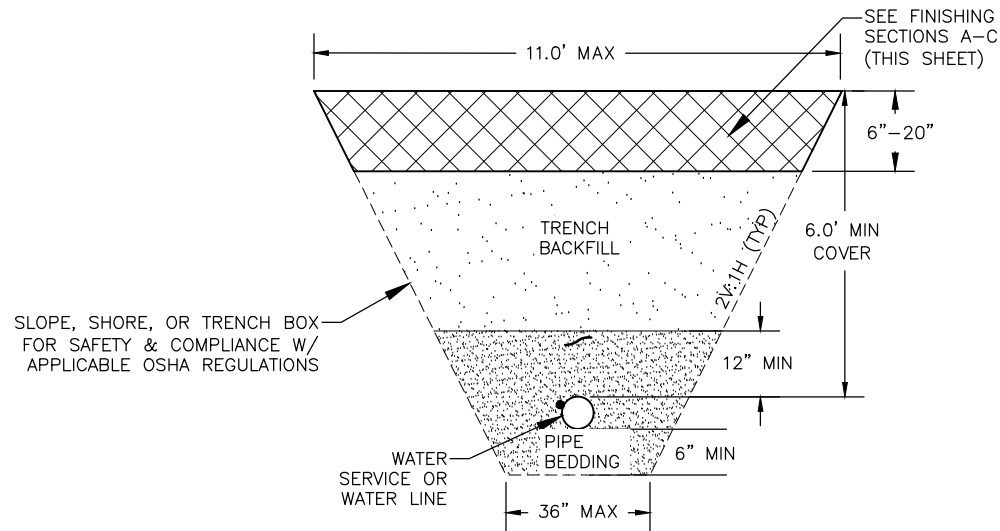


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TYPICAL SECTIONS-3

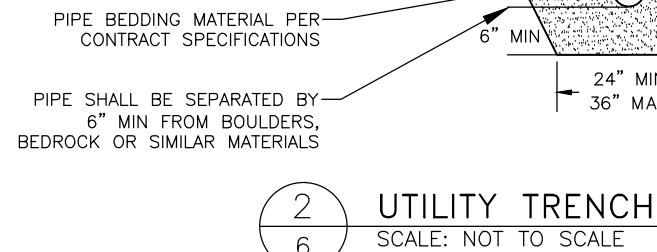
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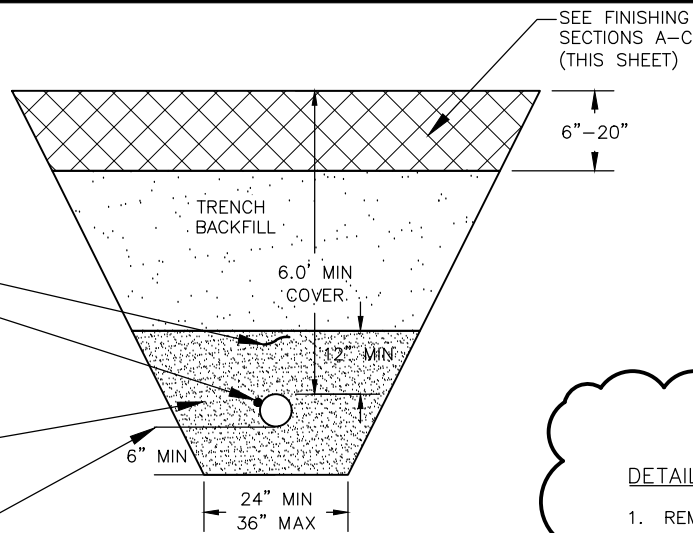
**1**  
**6** **BEDDING & BACKFILL PAY LIMITS**  
SCALE: NOT TO SCALE

**DETAIL 1/6 NOTES:**

- CONTRACTOR TO BACKFILL TRENCHES WITH SUITABLE EXCAVATION GENERATED FROM TRENCH EXCAVATION WHERE SHOWN UNLESS MATERIAL IS DETERMINED UNSUITABLE BY THE ENGINEER. IF EXISTING MATERIAL IS DETERMINED BY THE ENGINEER TO BE UNSUITABLE, THE CONTRACTOR SHALL IMPORT BORROW FOR TRENCH BACKFILL.
- PIPE BEDDING, TRENCH EXCAVATION, DEWATERING, SHEETING AND SHORING, COMPACTION, STOCKPILING, HAULING, PLACEMENT AND MULTIPLE HANDLING OF SUITABLE EXCAVATION BACKFILL MATERIALS WILL NOT BE MEASURED FOR PAYMENT AND ARE CONSIDERED SUBSIDIARY TO THE WORK.
- ANY IMPORTED MATERIALS PLACED OUTSIDE OF THE PAY LIMITS SHOWN ON THE PLANS WILL NOT BE PAID FOR, UNLESS APPROVED IN ADVANCE BY THE ENGINEER.
- IMPORTED BACKFILL SHALL NOT BE USED OUTSIDE OF THE ROAD PRISM. USE UNSUITABLE OR SUITABLE BACKFILL ONLY OUTSIDE OF THE ROAD PRISM.
- CONTRACTOR TO STOCKPILE EXCESS SUITABLE EXCAVATION AT THE OWNER PROVIDED CONTRACTOR STAGING AREA OR OTHER LOCATIONS AS APPROVED BY THE ENGINEER. FOLLOWING COMPLETION OF ALL BACKFILLING AND EMBANKMENT OPERATIONS, EXCESS SUITABLE EXCAVATION STOCKPILED BY THE CONTRACTOR SHALL BE DISPOSED OF OFFSITE. THESE EFFORTS WILL NOT BE MEASURED FOR PAYMENT AND ARE CONSIDERED SUBSIDIARY TO THE WORK.
- OVEREXCAVATION OF TRENCH BOTTOM AND PLACEMENT OF ADDITIONAL BEDDING MATERIALS OR COARSE ROCK DUE TO ENCOUNTERING UNSUITABLE SOILS OR GROUNDWATER SHALL BE SUBSIDIARY TO THE WORK UNLESS DIRECTED BY THE ENGINEER.



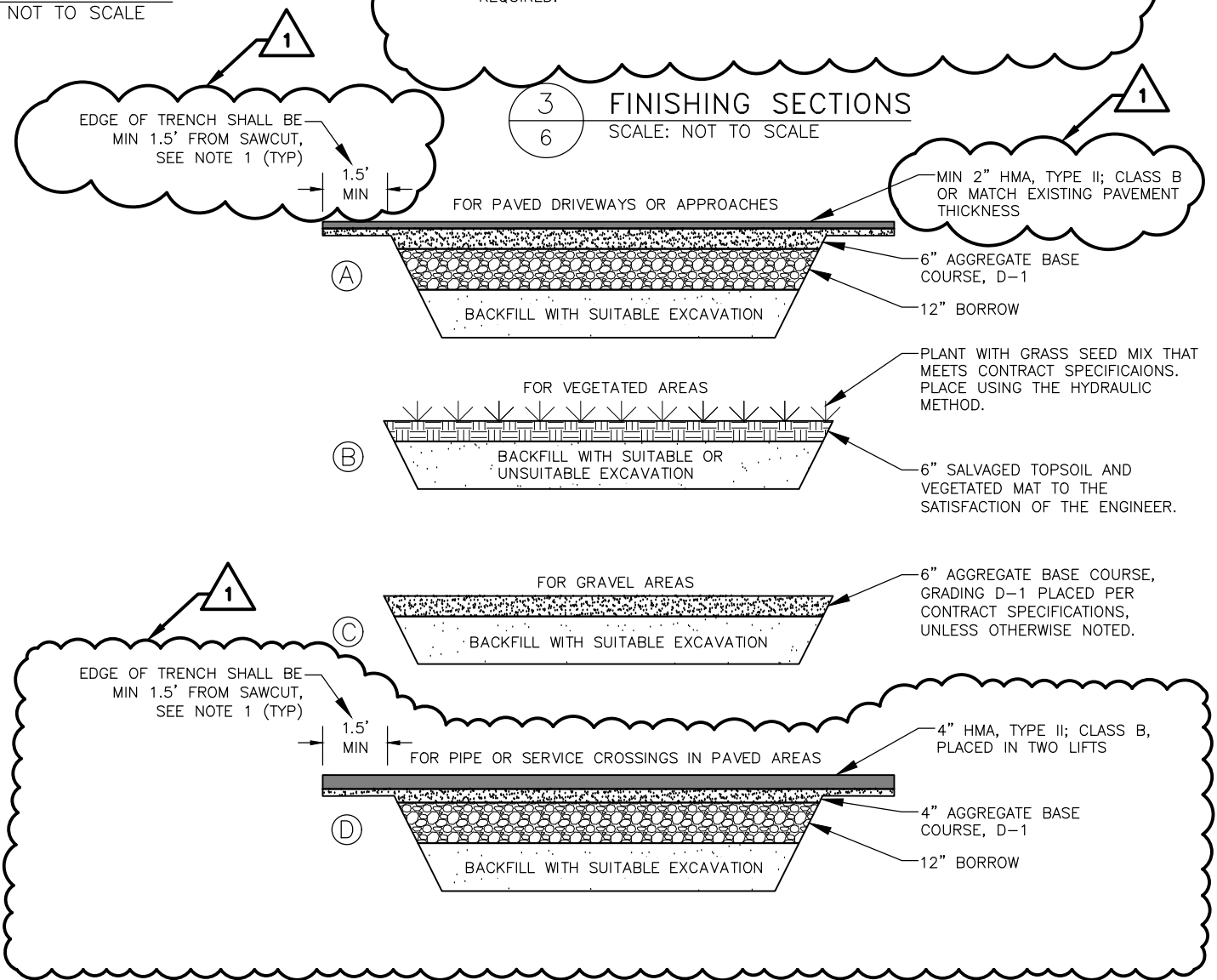
**2**  
**6** **UTILITY TRENCH**  
SCALE: NOT TO SCALE



**DETAIL 3/6 NOTES:**

- REMOVE EX ASPHALT BEYOND TRENCH EXTENTS IMMEDIATELY PRIOR TO PAVING TO MAINTAIN AN EXISTING, UNDISTURBED SUBGRADE. PLACE AND COMPACT 2\"/>

**3**  
**6** **FINISHING SECTIONS**  
SCALE: NOT TO SCALE



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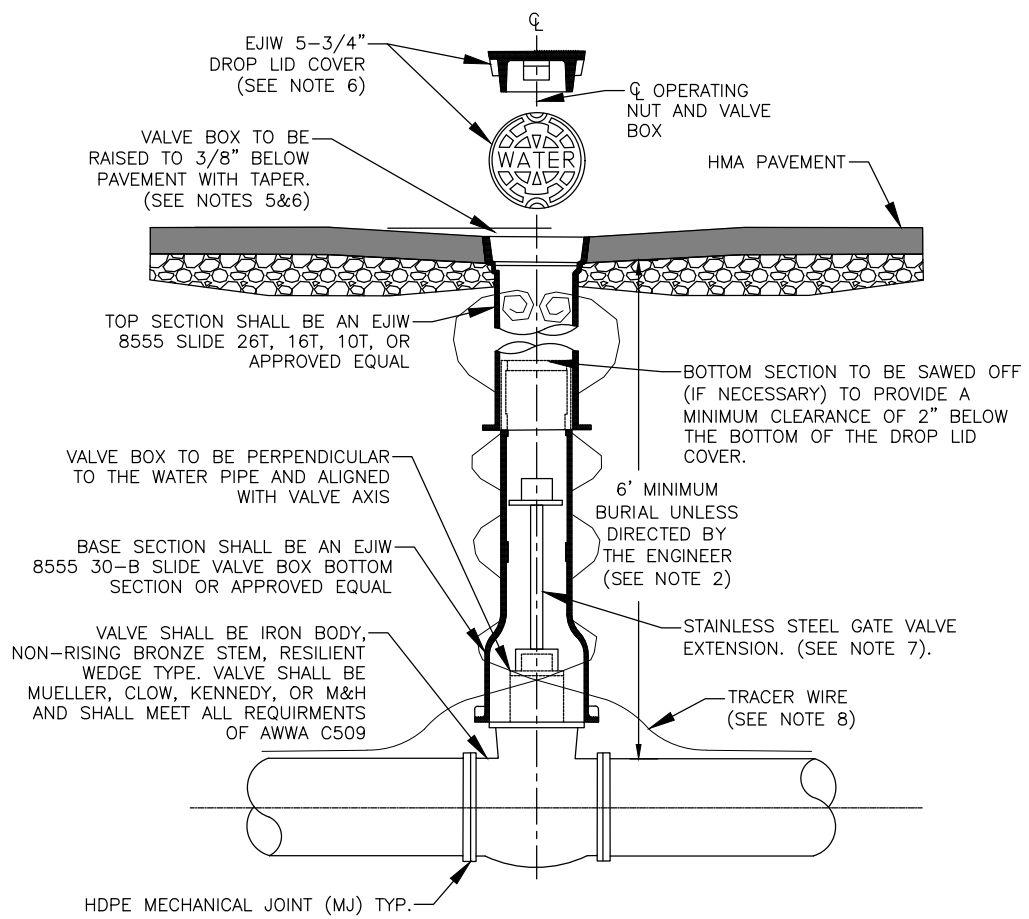
**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**

HB19-02

**TRENCH DETAILS**

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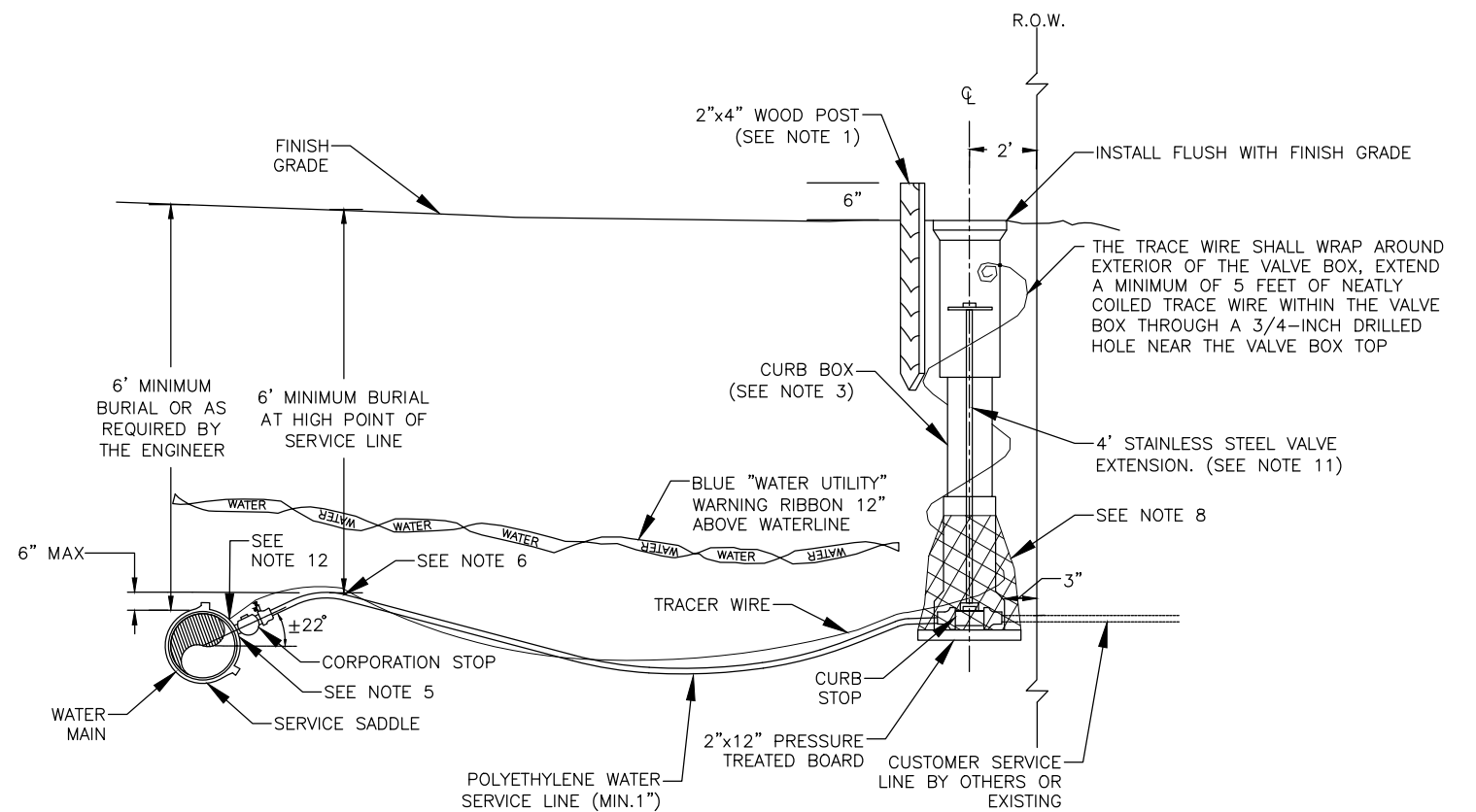




**1** MAINLINE VALVE DETAIL  
SCALE: NOT TO SCALE

**DETAIL 1/7 NOTES:**

1. A VALVE IS REQUIRED WHERE SHOWN ON THE PLANS.
2. IF WATER MAIN IS MORE THAN 6' DEEP, USE 4" ID CAST IRON SOIL PIPE WITH TOP SECTION EJV 8555 SLIDE (26T,16T, OR 10T) VALVE BOX.
3. THIS DETAIL APPLIES TO ALL MAINLINE VALVES AND ALL WATER VALVES 4" IN DIAMETER OR GREATER.
4. NO MORE THAN 1 VALVE BOX PAVING RISER IS ALLOWED PER VALVE.
5. VALVE BOXES ARE TO BE RAISED DURING PAVING OPERATIONS A MINIMUM OF 3/8" BELOW FINISHED PAVEMENT. VALVE BOXES THAT DO NOT MEET GRADE SPECIFICATIONS SHALL BE SAWCUT, RAISED TO GRADE AND PATCHED.
6. VALVE BOX COVER SHALL BE 5-3/4" DROP LID TYPE WITH 1" RAISED LETTERING (RECESSED FLUSH) AND 2 CLOSED PICKHOLES.
7. GATE VALVE EXTENSION SHALL BE WATER KEY PRODUCT NO. VESS-03 OR APPROVED EQUAL. CONTRACTOR TO VERIFY THAT VALVE EXTENSION IS COMPATIBLE WITH THE VALVE OPERATING NUT.
8. THE TRACE WIRE SHALL WRAP AROUND EXTERIOR OF THE VALVE BOX, EXTEND A MINIMUM OF 5 FEET OF NEATLY COILED TRACE WIRE WITHIN THE VALVE BOX THROUGH A 3/4-INCH DRILLED HOLE NEAR THE VALVE BOX TOP.



**2** WATER SERVICE  
SCALE: NOT TO SCALE

**DETAIL 2/7 NOTES:**

1. AT CURB STOP MARK CURB BOX WITH BLUE 2"x4" WOOD POST OR MARK "W" ON CONCRETE CURB ABOVE THE SERVICE LINE.
2. USE MUELLER CORPORATION STOP NO. B25025, FORD CORPORATION STOP NO. FB700-4, OR APPROVED EQUAL. USE MUELLER CURB STOP NO. H15201, OR NO. H15204, FORD CURB STOP B22-444 OR APPROVED EQUAL.
3. CURB BOX SHALL BE KEJRIWAL PACIFIC 145R 49"-62" LID, TOP, MIDDLE AND BOTTOM OR APPROVED EQUIVALENT.
4. ALL SERVICES MUST HAVE A MINIMUM OF 6' OF COVER BELOW EXISTING CULVERTS AND DITCHES. ADDITIONAL DEPTH MAY BE REQUIRED BY THE ENGINEER. INSULATE SERVICE LINES PER DETAIL 2/8 WHERE NEEDED.
5. HOLE DRILLED IN THE MAIN FOR THE CORPORATION STOP SHALL BE THE SAME DIAMETER AS THE SERVICE PIPE.
6. PROVIDE AN ADDITIONAL 12" OF SERVICE PIPE BEYOND STRAIGHT LINE LENGTH REQUIRED. LOOP AS SHOWN AT THE CORP STOP. MAINTAIN 6' MINIMUM BURIAL AT HIGH POINT OF SERVICE LINE.
7. MAINTAIN A MINIMUM OF 18" OF SEPARATION BETWEEN VALVE BOXES, AND BETWEEN VALVE BOXES AND OTHER STRUCTURES.
8. WRAP BOTTOM OF CURB BOX WITH FABRIC OR PLASTIC PRIOR TO BACKFILLING TO KEEP MATERIAL FROM INFILTRATING THE BOX.
9. SERVICE BOXES SHALL BE LOCATED 2 FEET INSIDE OF THE RIGHT-OF-WAY LINE.
10. SOME EXISTING WATER SERVICES MAY NOT BE 1". CONTRACTOR TO SUPPLY ALL NECESSARY PARTS AND FITTINGS TO CONNECT THE PROPOSED 1" WATER SERVICES TO THE EXISTING WATER SERVICES AFTER THE CURB STOP.
11. CURB STOP VALVE EXTENSION SHALL BE WATER KEY PRODUCT NO. CBRSS-48 OR APPROVED EQUAL. CONTRACTOR TO VERIFY THAT VALVE EXTENSION IS COMPATIBLE WITH THE CURB STOP OPERATING KEY.
12. MAIN LINE TRACER WIRE SHALL NOT BE SPLICED AND SHALL BE CONTINUOUS BETWEEN VALVE BOXES. SERVICE TRACER SPLICE CONNECTIONS INTO THE MAIN TRACE WIRE ARE TO BE CONSTRUCTED USING DRYCONN WATERPROOF DIRECT BURY LUGS AS MANUFACTURED BY KING INNOVATION OR APPROVED EQUAL.



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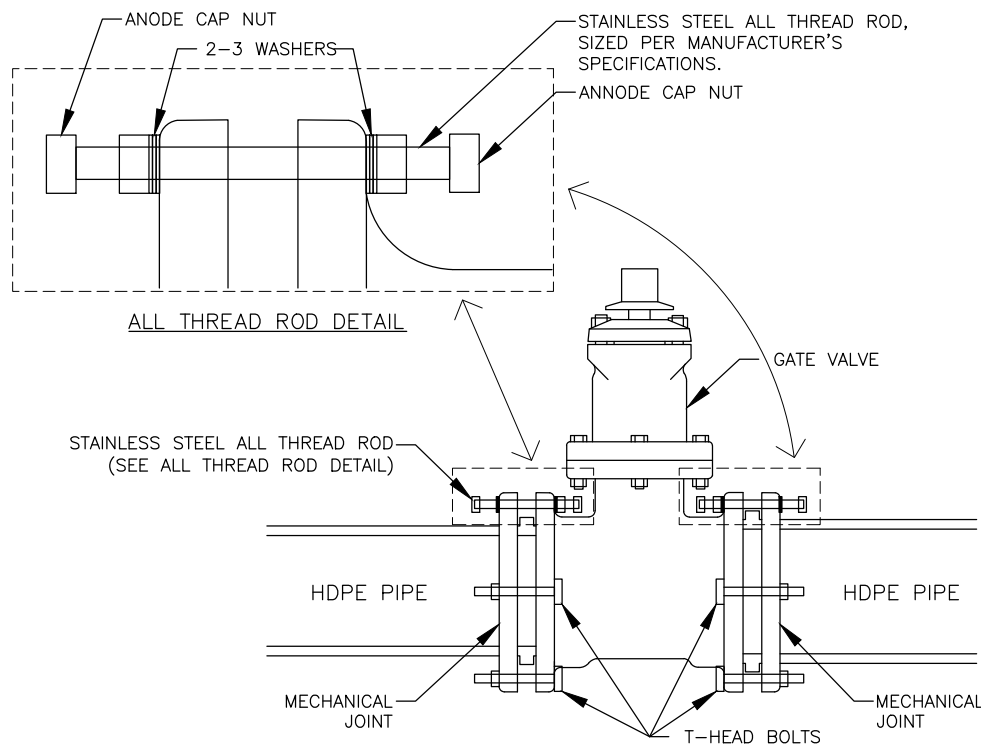


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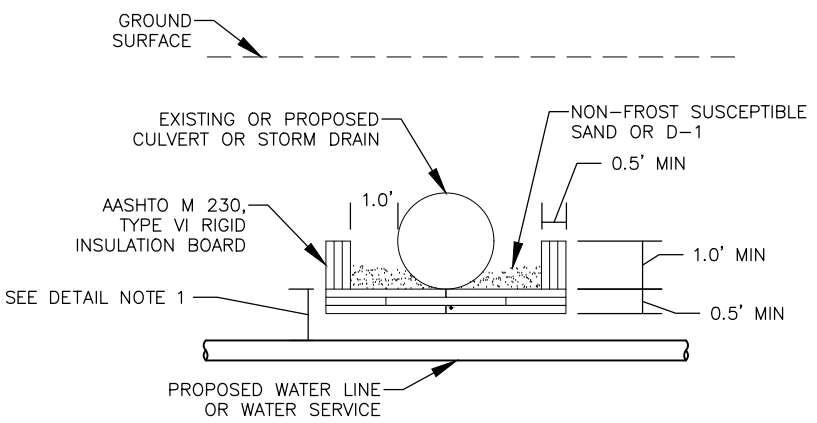
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WATER DETAILS

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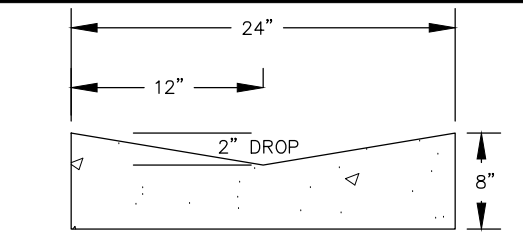


**1**  
8 VALVE BOLT CONNECTION DETAIL  
SCALE: NOT TO SCALE

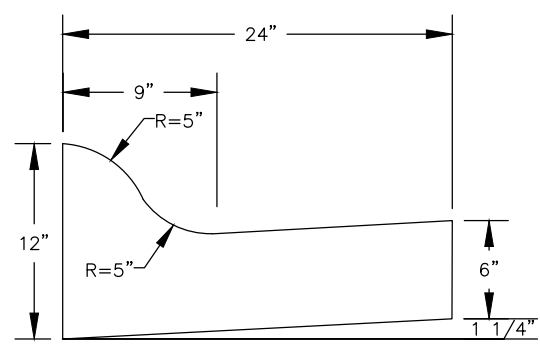


**2**  
8 UTILITY STORM DRAIN CROSSING DETAIL  
SCALE: NOT TO SCALE

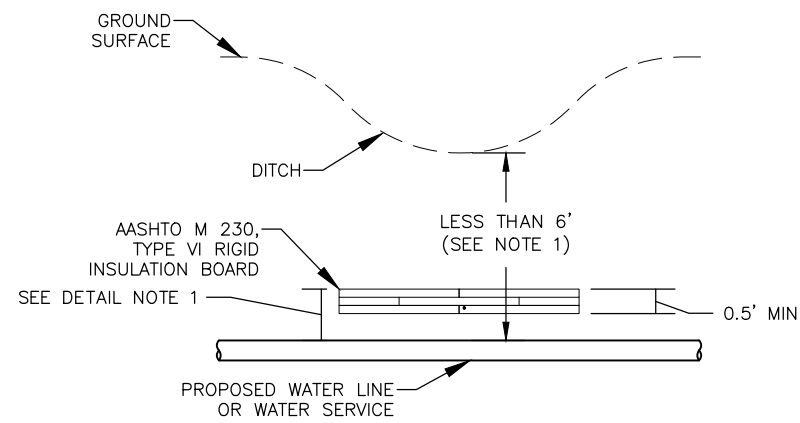
- DETAIL 2/8 NOTES:**
1. INSTALL INSULATION AS SHOWN WHEN DISTANCE IS LESS THAN 6.0'.
  2. PIPE INSULATION SHALL BE 8'-0" IN LENGTH, CENTERED OVER WATER LINE OR WATER SERVICE.
  3. PIPE INSULATION WITH R-FACTOR EQUAL TO RIGID BOARD MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
  4. CROSSING SHALL BE PROTECTED WITH A MINIMUM 6" OF INSULATION BOARDS WITH A 12" OVERLAP, AS SHOWN.



**3**  
8 VALLEY GUTTER DETAIL  
SCALE: NOT TO SCALE

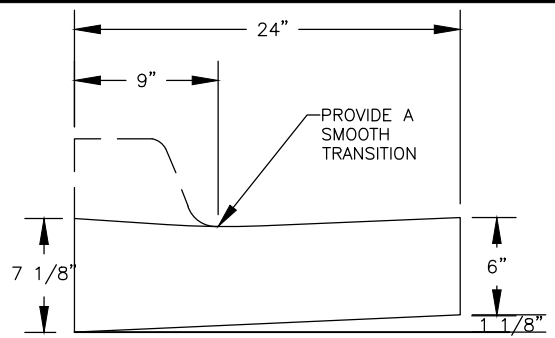


**5**  
8 MOUNTABLE CURB & GUTTER DETAIL  
SCALE: NOT TO SCALE



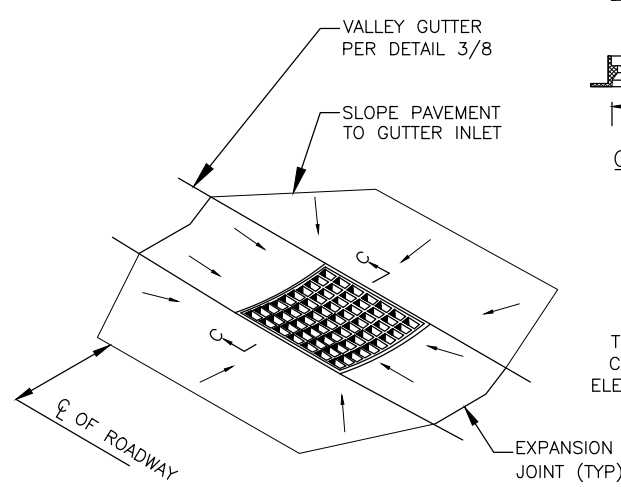
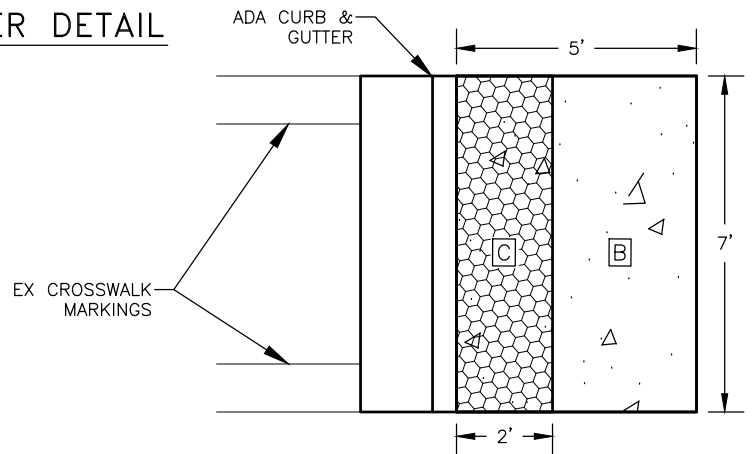
**8**  
8 DITCH WATER CROSSING DETAIL  
SCALE: NOT TO SCALE

- DETAIL 8/8 NOTES:**
1. INSTALL INSULATION AS SHOWN WHEN DISTANCE IS LESS THAN 6.0'.
  2. PIPE INSULATION SHALL BE 8'-0" IN LENGTH, CENTERED OVER WATER LINE OR WATER SERVICE.
  3. PIPE INSULATION WITH R-FACTOR EQUAL TO RIGID BOARD MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
  4. CROSSING SHALL BE PROTECTED WITH A MINIMUM 6" OF INSULATION BOARDS WITH A 12" OVERLAP, AS SHOWN.

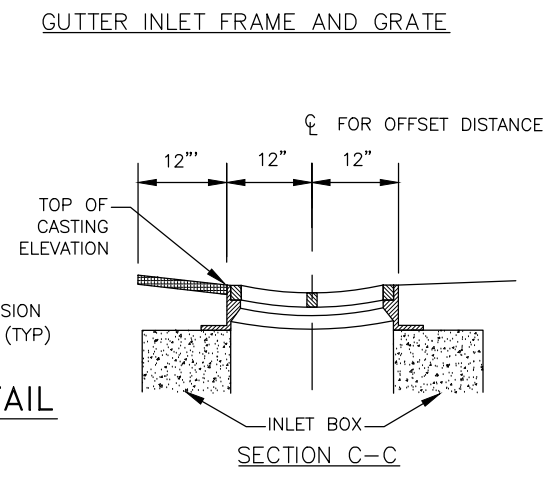
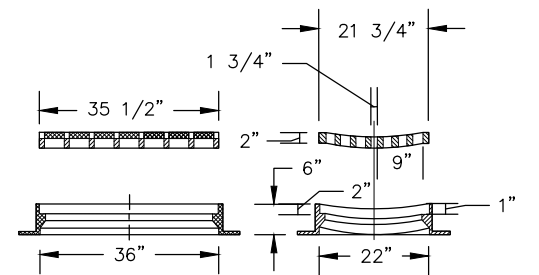


**4**  
8 ADA CURB & GUTTER DETAIL  
SCALE: NOT TO SCALE

**6**  
8 ADA LANDING DETAIL (LOWER DEISHU DR)  
SCALE: NOT TO SCALE



**7**  
8 GUTTER INLET DETAIL  
SCALE: NOT TO SCALE



- DETAIL 6/8 NOTES:**
- A. CONCRETE SHALL BE 4" IN DEPTH.
  - B. 1.00% MIN, 2.00% MAX SLOPE IN ALL DIRECTIONS. GRADE TO DRAIN TOWARD GUTTER FLOW LINE.
  - C. 2'X7' DETECTABLE WARNING TILE.
  - D. ALIGN LANDING WITH EX CROSSWALK TO LOWER DEISHU DR, AS SHOWN.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



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SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT

HB19-02

MISC. DETAILS

SHEET NUMBER	
8	OF
28	

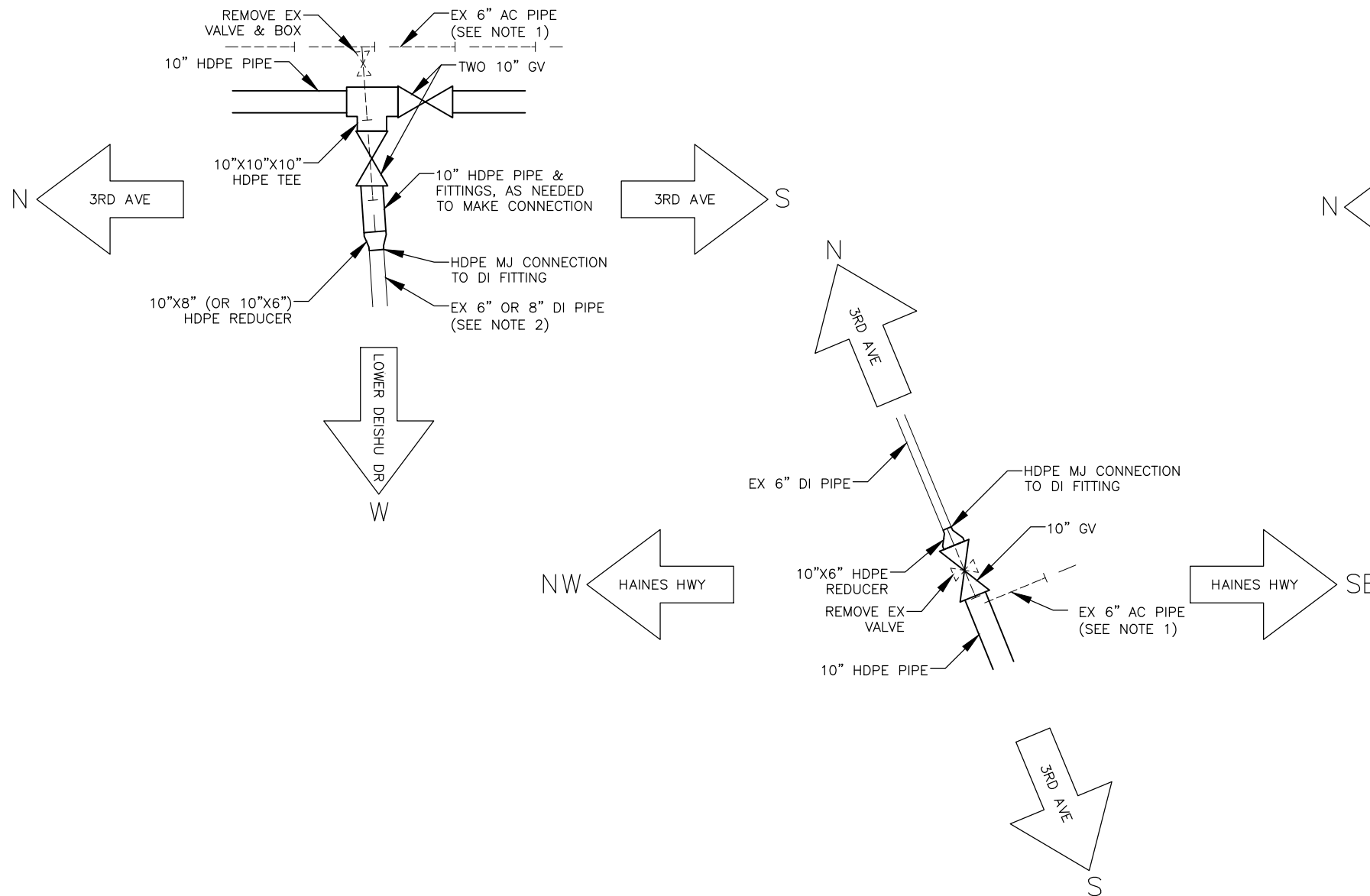
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9

**LOWER DEISHU DR WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 2/9 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.
2. CONFLICTING AS-BUILT DOCUMENTS SHOW THE EX WATERLINE FOR LOWER DEISHU DR AS BEING EITHER 6" OR 8". CONTRACTOR TO HAVE ALL PARTS AND FITTINGS TO CONNECT TO EITHER SIZE PIPE.



1  
9

**BOP HAINES HIGHWAY WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 1/9 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.

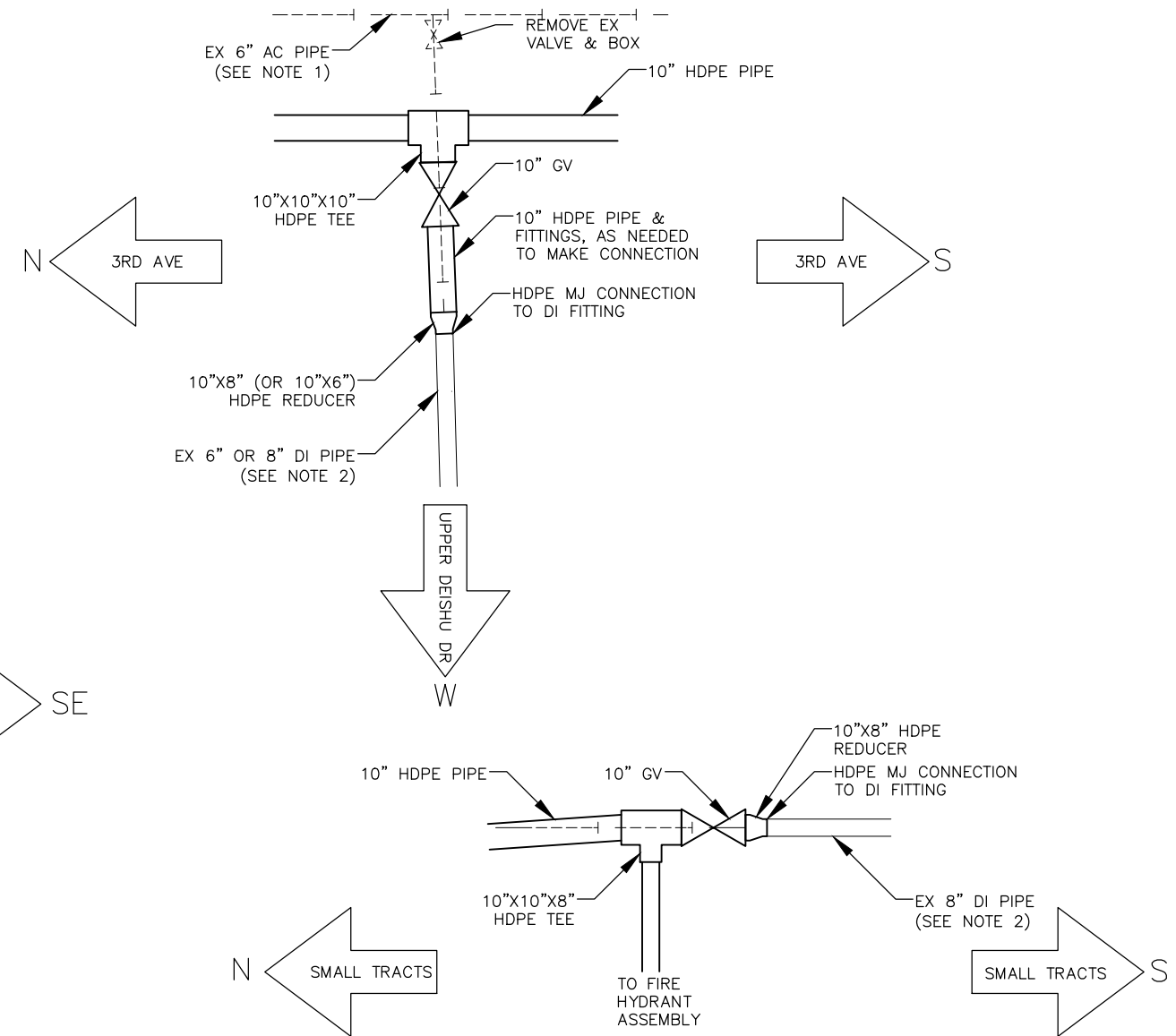
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**UPPER DEISHU DR WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 3/9 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.
2. CONFLICTING AS-BUILT DOCUMENTS SHOW THE EX WATERLINE FOR UPPER DEISHU DR AS BEING EITHER 6" OR 8". CONTRACTOR TO HAVE ALL PARTS AND FITTINGS TO CONNECT TO EITHER SIZE PIPE.



4  
9

**EOP WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 4/9 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.
2. CONTRACTOR TO LOCATE EX TRANSITION POINT FROM AC PIPE TO DI PIPE AND ABANDON FULL EXTENTS OF AC WATERLINE. CONNECT TO EX DI PIPE.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



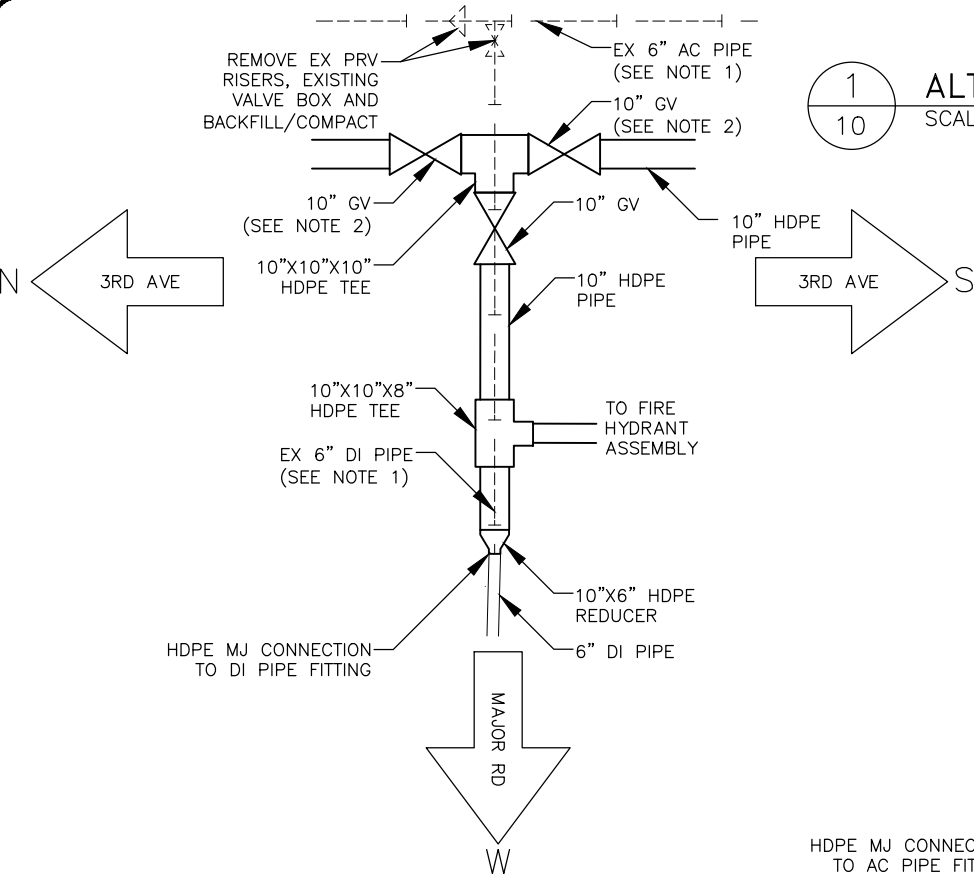
DRAWN BY: C. BYDLON  
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**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**  
 HB19-02

**WATER CONNECTION DETAILS 1**

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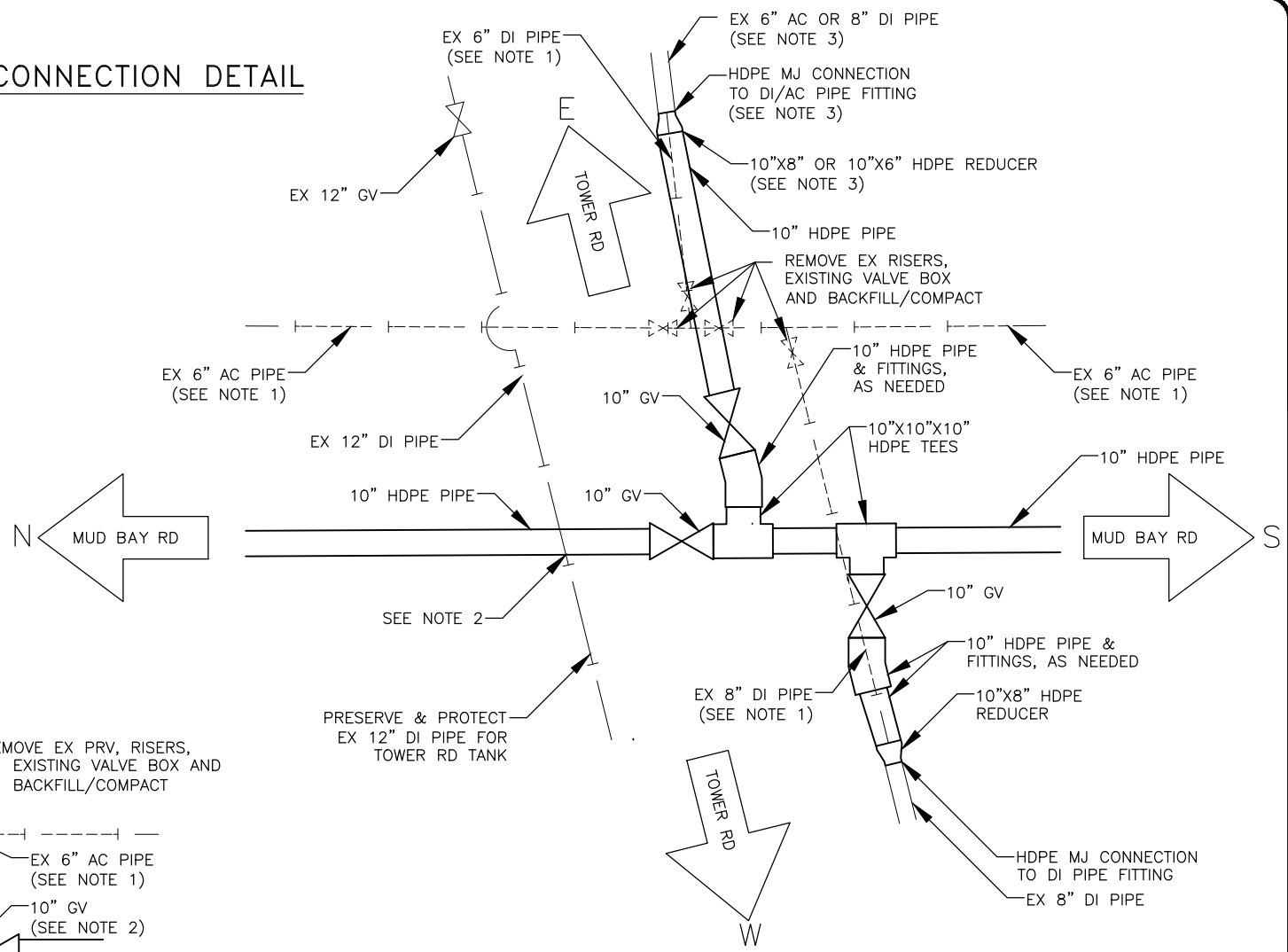
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10

**ALTERNATE A MAJOR RD WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 1/10 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.
2. GATE VALVES CONTROL INDEPENDENT PRESSURE ZONES. DO NOT OPEN VALVES AT SAME TIME UNDER NORMAL OPERATING CONDITIONS. ONE OF TWO MAINLINE VALVES SHALL REMAIN CLOSED AT ALL TIMES.



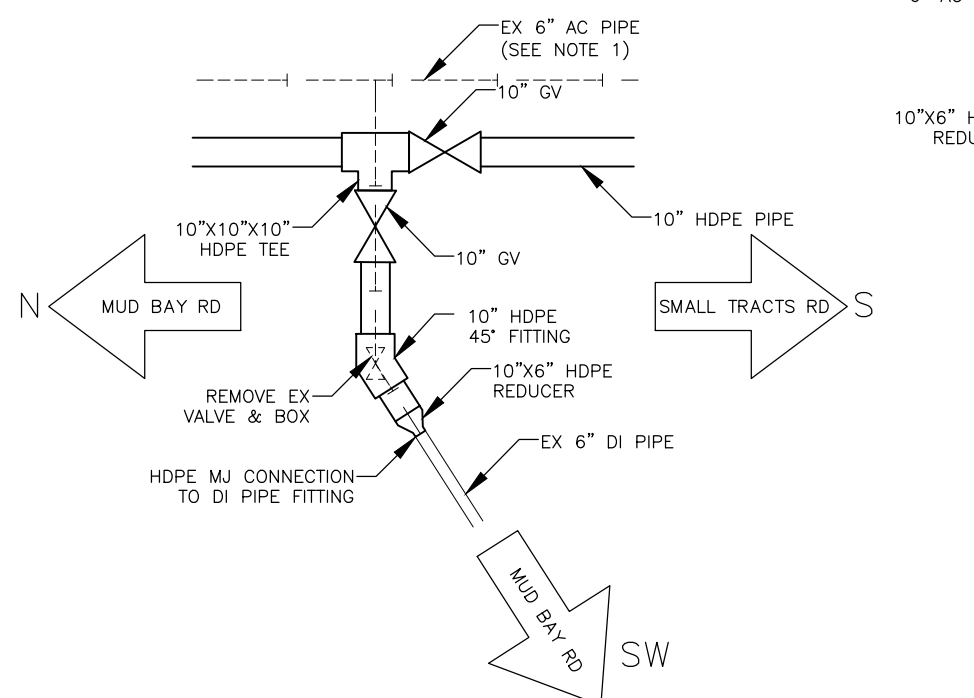
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**TOWER RD WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 2/10 NOTES:**

1. REMOVE EXISTING WATER LINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATER LINE.
2. THE PROPOSED WATERLINE SHALL NOT BE CONNECTED TO THE EX 12" WATERLINE. MAINTAIN A MINIMUM OF 6" VERTICAL SEPARATION BETWEEN WATERLINES. CONTRACTOR TO PROVIDE ALL PARTS AND FITTINGS TO AVOID CONFLICTS AND OBTAIN SEPARATION, AS NEEDED.
3. AS-BUILT RECORDS INDICATE A TRANSITION FROM 6" AC PIPE TO 8" DI PIPE, BUT THE TRANSITION POINT IS NOT WELL DEFINED. CONTRACTOR TO HAVE PARTS AND FITTINGS ON HAND TO CONNECT TO EITHER SIZE/MATERIAL PIPE AND COORDINATE EXACT TIE-IN LOCATION WITH THE ENGINEER.



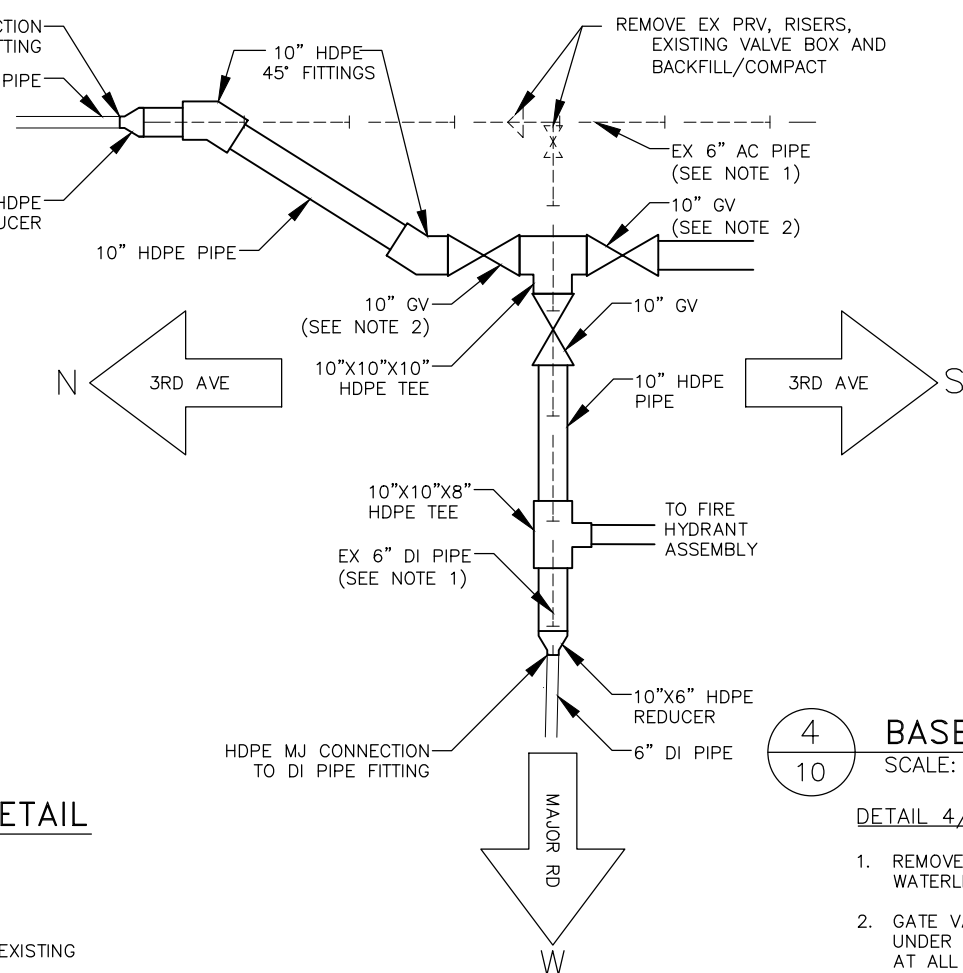
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**MUD BAY RD WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 3/10 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.



4  
10

**BASE BID MAJOR RD WATERLINE CONNECTION DETAIL**

SCALE: NOT TO SCALE

**DETAIL 4/10 NOTES:**

1. REMOVE EXISTING WATERLINE WHERE IT CONFLICTS WITH NEW WATERLINE. ABANDON EXISTING WATERLINE WHERE IT DOES NOT CONFLICT WITH NEW WATERLINE.
2. GATE VALVES CONTROL INDEPENDENT PRESSURE ZONES. DO NOT OPEN VALVES AT SAME TIME UNDER NORMAL OPERATING CONDITIONS. ONE OF TWO MAINLINE VALVES SHALL REMAIN CLOSED AT ALL TIMES.



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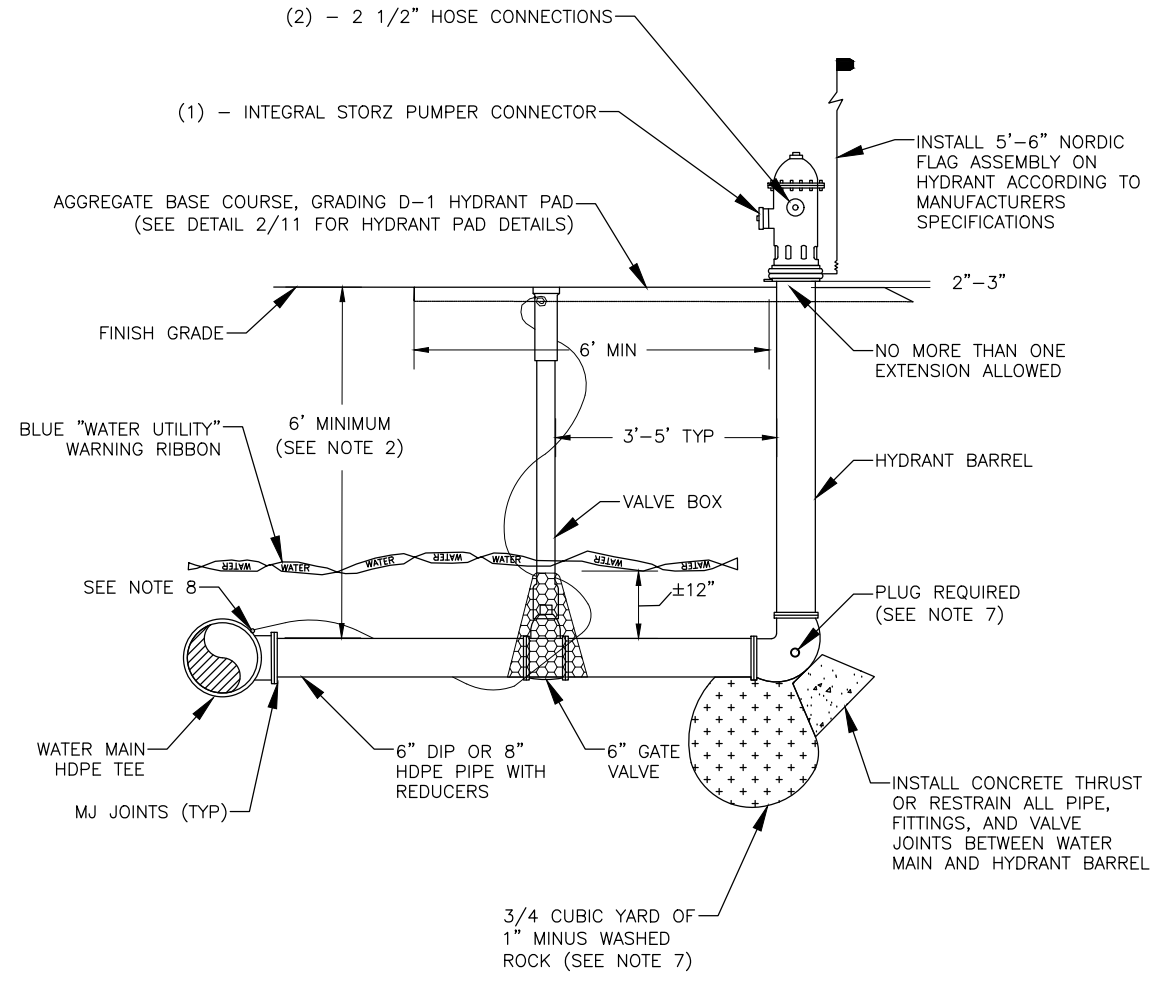
**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**

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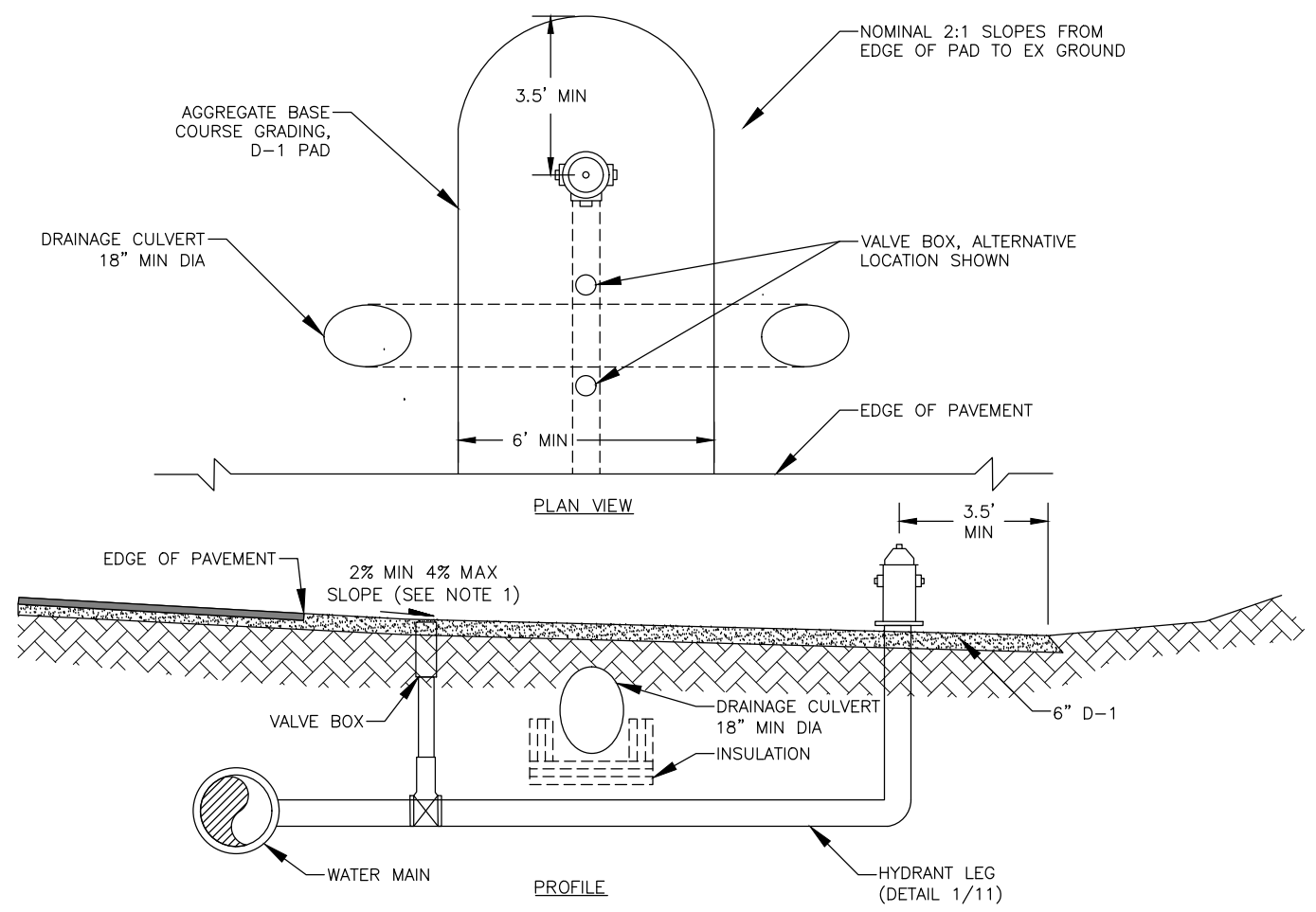
**WATER CONNECTION DETAILS 2**

SHEET NUMBER	
10	OF
28	

**1**  
11  
**FIRE HYDRANT**  
SCALE: NOT TO SCALE



**2**  
11  
**HYDRANT PAD**  
SCALE: NOT TO SCALE

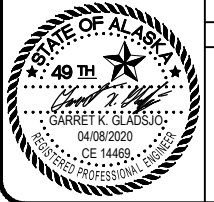


**DETAIL 1/11 NOTES:**

1. HYDRANT BARREL AND VALVE BOX SHALL BE PLUMB.
2. GROUND COVER SHALL BE 6' MINIMUM. ADDITIONAL COVER (MORE THAN 6') MAY BE REQUIRED BY THE ENGINEER.
3. WATER PIPE SHALL BE 6" MIN DIP OR 8" MIN HDPE PIPE AND ALL CONNECTIONS SHALL BE MEGALUGGED OR CONNECTED WITH LOCKING FIELD GASKETS.
4. BENDS BETWEEN THE HYDRANT AND THE MAIN SHALL NOT EXCEED 11 1/4" UNLESS APPROVED BY THE ENGINEER.
5. ALL HYDRANTS SHALL BE PAINTED CATEPILLAR YELLOW, AND THE NUMBER OF FEET TO THE VALVE SHALL BE PRINTED IN BLACK 1/2" BLOCK LETTERS JUST BELOW THE TOP BONNET. PORT CAPS SHALL BE COLOR CODED PER NFPA STANDARD 291.
6. HYDRANT SHALL BE MUELLER CENTURION 200 OR 250 WITH INTEGRAL STORZ PUMPER CONNECTION OR APPROVED EQUAL.
7. DO NOT BLOCK PLUG WITH THE THRUST BLOCK.
8. MAIN LINE TRACER WIRE SHALL NOT BE SPLICED AND SHALL BE CONTINUOUS BETWEEN VALVE BOXES. HYDRANT TRACER SPLICE CONNECTIONS INTO THE MAIN TRACE WIRE ARE TO BE CONSTRUCTED USING DRYCONN WATERPROOF DIRECT BURY LUGS AS MANUFACTURED BY KING INNOVATION OR APPROVED EQUAL.

**DETAIL 2/11 NOTES:**

1. FROM EDGE OF ROAD TO DITCH LINE, SLOPE SURFACE OF HYDRANT PAD TO MATCH EXTENSION OF ROADWAY CROWN.
2. SEED SIDE SLOPES PER CONTRACT SPECIFICATIONS USING HYDRAULIC METHOD.
3. PLACE SUITABLE EXCAVATION AS EMBANKMENT FOR HYDRANT PADS WHERE NEEDED.



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**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**  
 HB19-02

**HYDRANT DETAILS**

SHEET NUMBER
11
OF
28

WATER SERVICE SUMMARY

Table with columns: LEGAL DESCRIPTION, OWNER, STATION AND OFFSET, SIZE/TYPE, COMMENTS/ASSUMPTIONS. Contains 100+ rows of project details.

FIRE HYDRANT SUMMARY

Table with columns: STATION AND OFFSET, REMARKS. Lists hydrant locations and assembly requirements.

WATER VALVE SUMMARY\*

Table with columns: STATION AND OFFSET, SIZE/TYPE, REMARKS. Lists valve locations and specifications.

\* HYDRANT VALVES AND SERVICE VALVES NOT LISTED



RECORD OF REVISIONS table with columns: No., DATE, DESCRIPTION, BY.

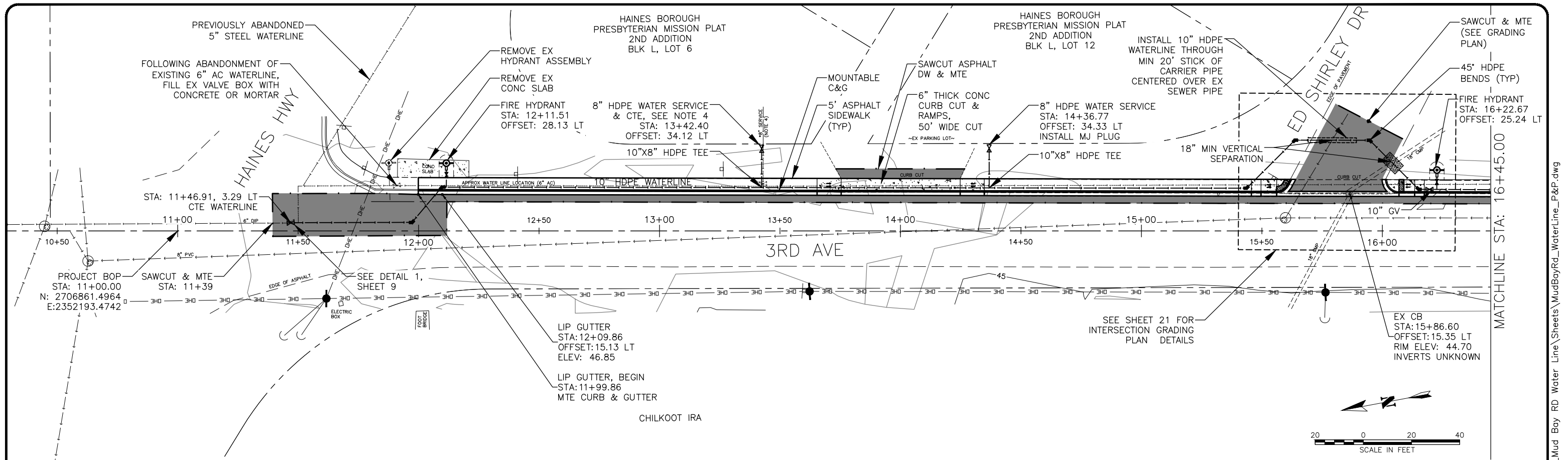


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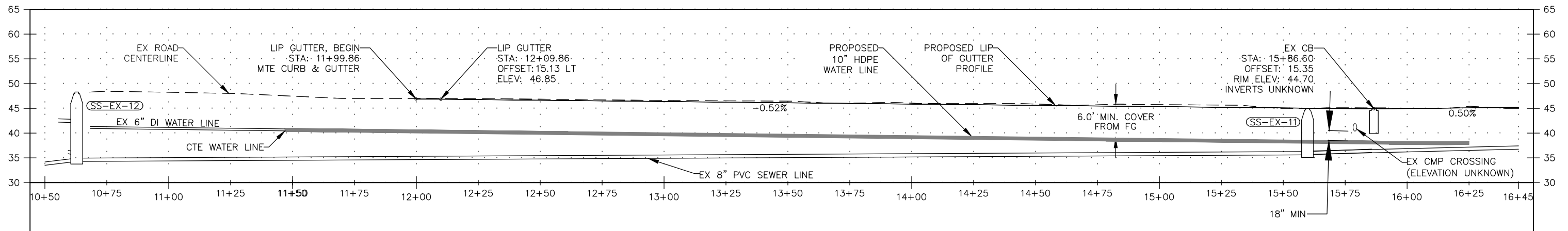
SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT
HB19-02

SHEET NUMBER
12 OF 28



**SHEET NOTES:**

1. PROVIDE ALL PIPE EXTENSIONS, ADAPTERS, ELBOWS AND OTHER FITTINGS NECESSARY TO CONNECT TO DISSIMILAR PIPE SIZES, MATERIALS, AND DEPTHS.
2. HDPE PIPE DEFLECTIONS SHALL NOT EXCEED PIPE MANUFACTURERS RECOMMENDATIONS.
3. THE CONTRACTOR SHALL NOT SHUT OFF WATER SUPPLY TO SERVICES FOR MORE THAN 4 HOURS WITHOUT FIRST IMPLEMENTING AN APPROVED TEMPORARY WATER SYSTEM PLAN.
4. EXISTING WATER SERVICE TO LOT 6 IS BELIEVED TO BE EITHER A 6" OR 8" LINE. CONTRACTOR TO HAVE PARTS AND FITTINGS TO CONNECT TO EITHER SIZE SERVICE LINE. COORDINATE SHUTDOWN WITH HAINES PUBLIC SAFETY BUILDING.
5. ALL WATERLINE JOINTS SHALL BE A MINIMUM OF 9 FEET AWAY FROM ANY STORM OR SEWER CROSSINGS.
6. THE PROPOSED WATER LINE SHALL MAINTAIN A MINIMUM OF 10' OF HORIZONTAL SEPARATION FROM ALL STORM AND SEWER PIPES AND STRUCTURES.
7. SEWER SERVICE LATERALS AND WATER SERVICES NOT SHOWN IN PROFILE VIEW.
8. LIMITS OF EARTH DISTURBING WORK ACTIVITIES NOT SHOWN.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



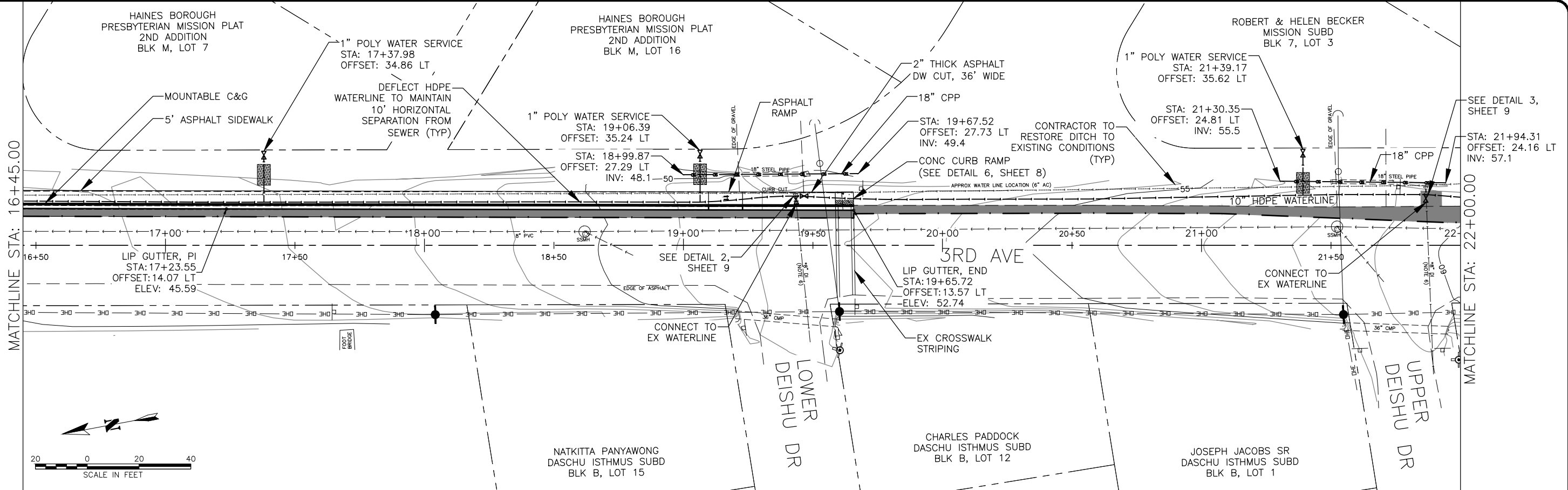
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**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**  
 HB19-02

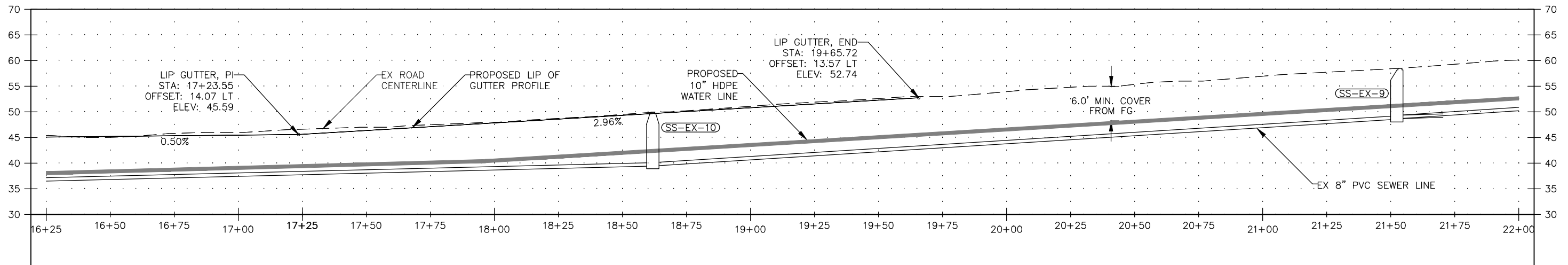
**PLAN & PROFILE BOP TO 16+25**

SHEET NUMBER	
13	OF
28	



**SHEET NOTES:**

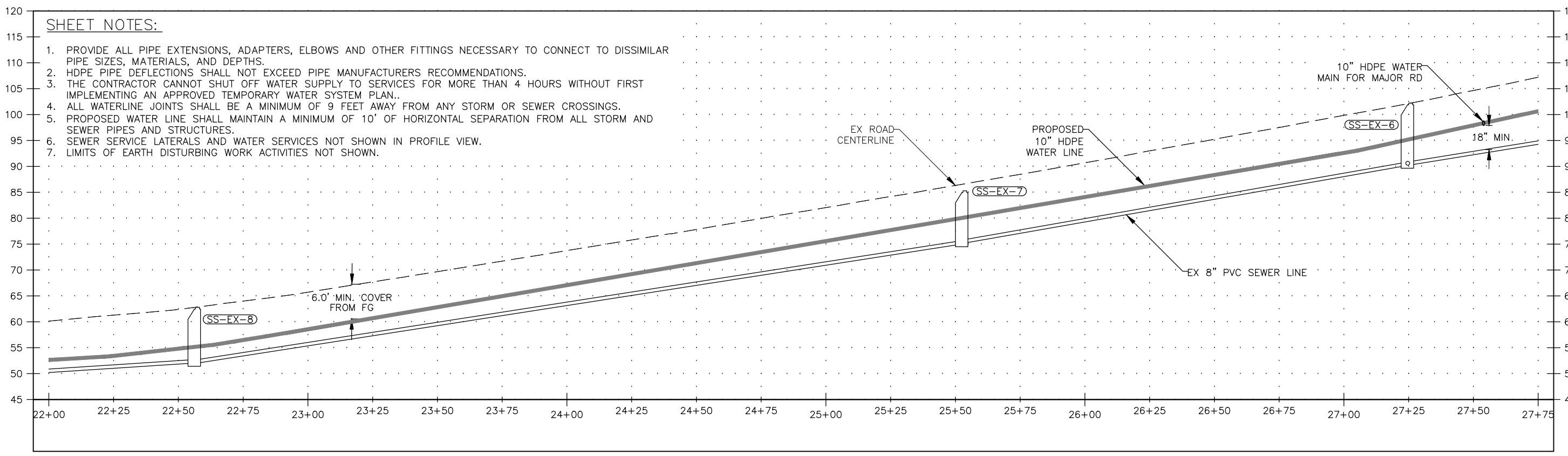
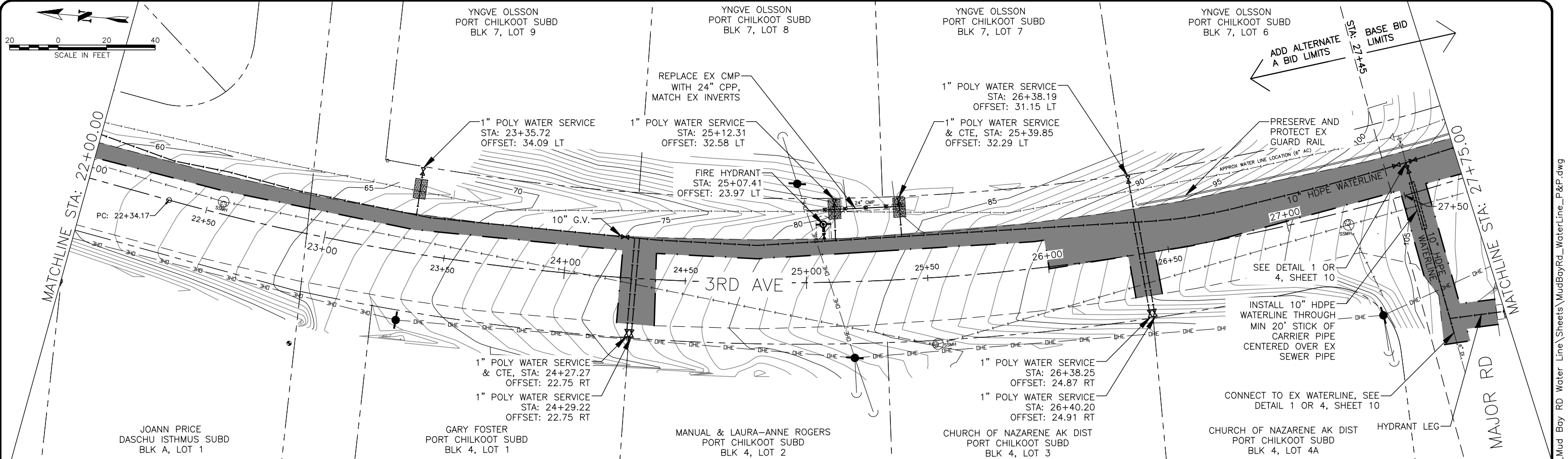
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2. HDPE PIPE DEFLECTIONS SHALL NOT EXCEED PIPE MANUFACTURERS RECOMMENDATIONS.
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6. CONFLICTING AS-BUILT DOCUMENTS SHOW THE WATERLINE FOR UPPER AND LOWER DEISHU DR BEING EITHER 6" OR 8". CONTRACTOR TO HAVE ALL PARTS AND FITTINGS TO CONNECT TO EITHER SIZE PIPE.
7. SEWER SERVICE LATERALS AND WATER SERVICES NOT SHOWN IN PROFILE VIEW.
8. LIMITS OF EARTH DISTURBING WORK ACTIVITIES NOT SHOWN.



	RECORD OF REVISIONS				 <small>CERTIFICATE OF AUTHORIZATION #100662</small>	<small>DRAWN BY: C. BYDLON</small> <small>DESIGNED BY: G. GLADSDJO</small> <small>CHECKED BY: L. CHAMBERS</small> <small>219 MAIN ST #13 HAINES, AK 99827</small> <small>1945 ALEX HOLDEN WAY #101 JUNEAU, AK 99801</small> <small>solutions@proHNS.com www.proHNS.com</small>		<p style="margin: 0;"><b>SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT</b></p> <p style="margin: 0; font-size: small;">HB19-02</p>	<p style="margin: 0; font-size: 2em; font-weight: bold;">PLAN &amp; PROFILE</p> <p style="margin: 0; font-size: 1.5em; font-weight: bold;">16+25 TO 22+00</p>	SHEET NUMBER
	No.	DATE	DESCRIPTION	BY						14
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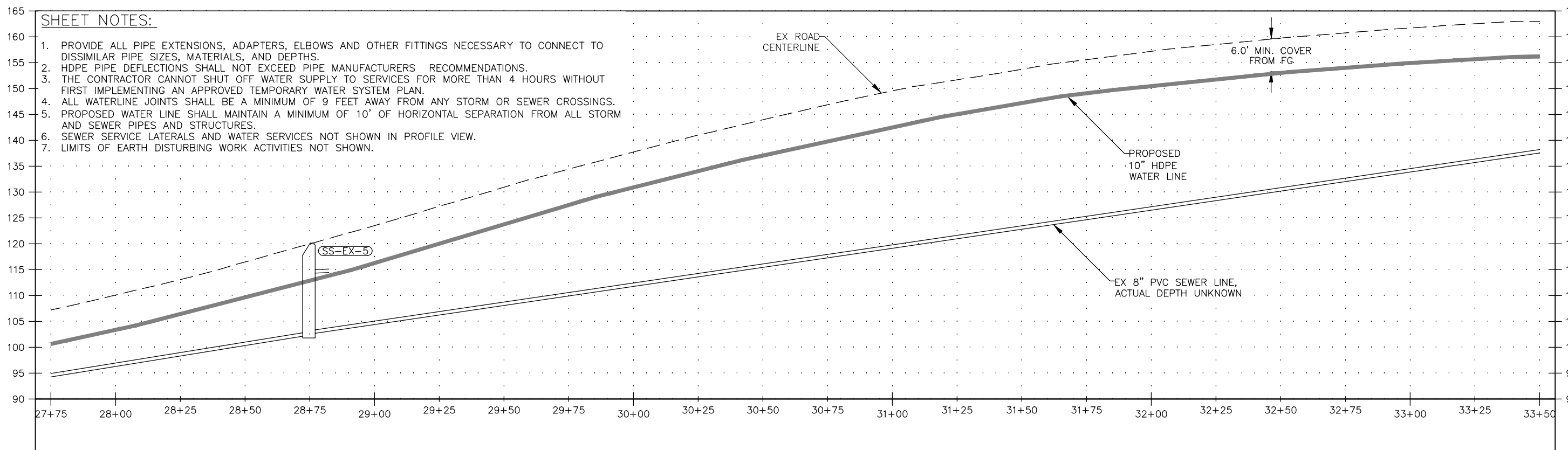
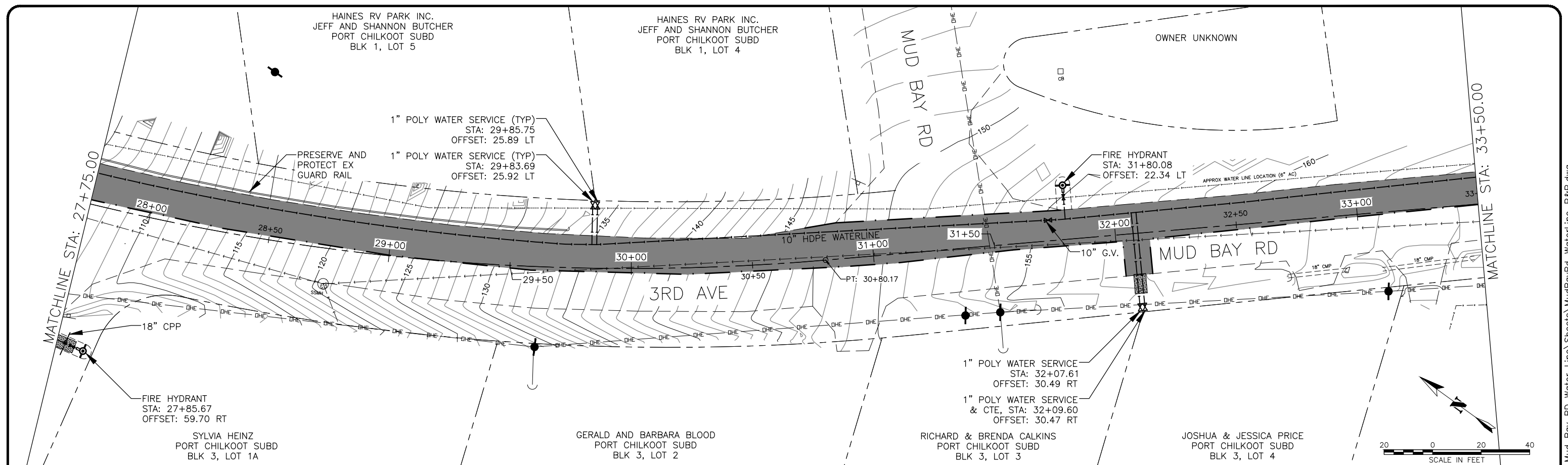
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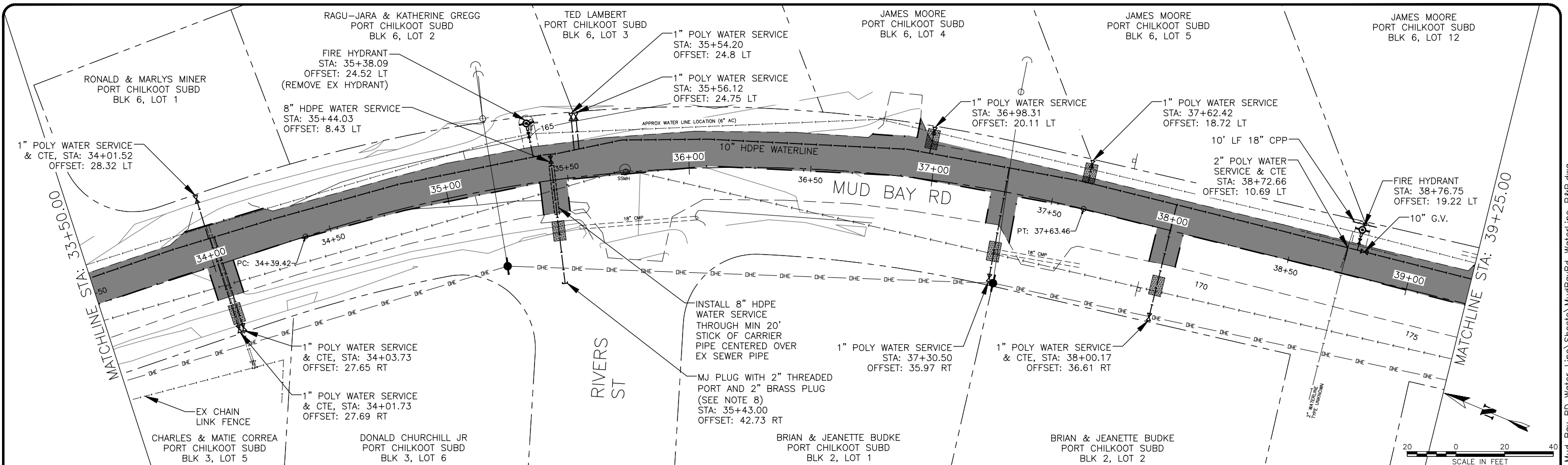
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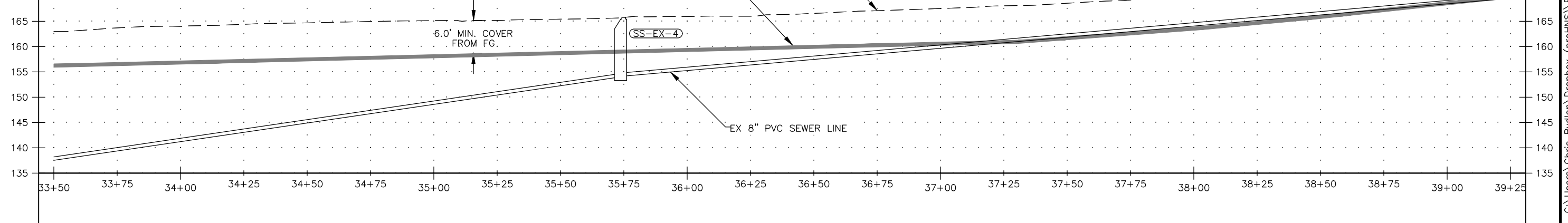
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	No.	DATE	DESCRIPTION					BY
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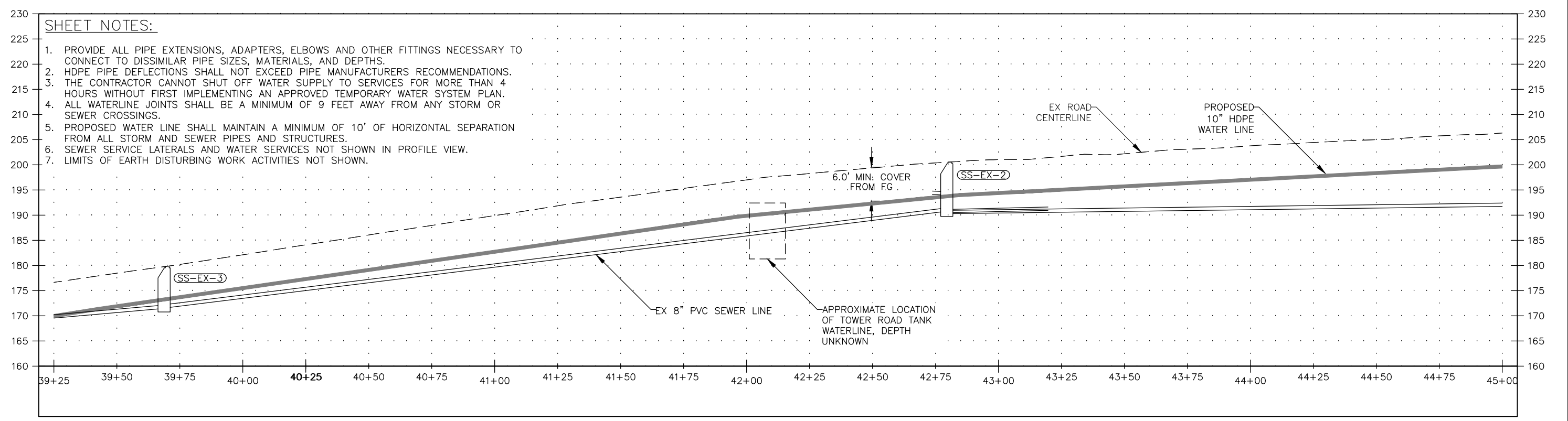
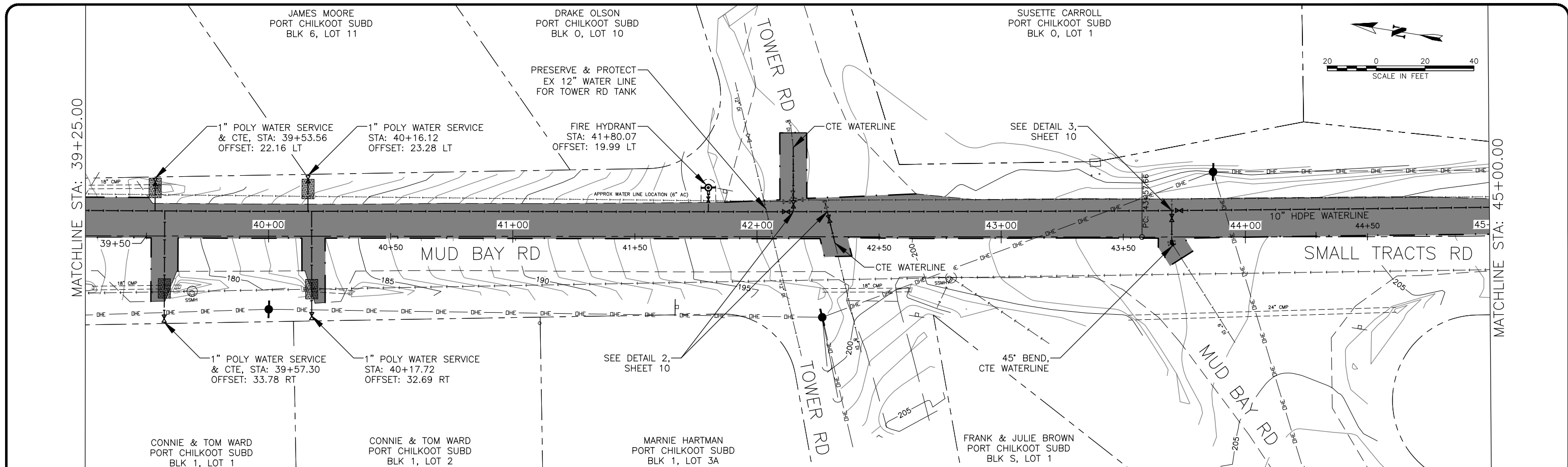
**SHEET NOTES:**

1. PROVIDE ALL PIPE EXTENSIONS, ADAPTERS, ELBOWS AND OTHER FITTINGS NECESSARY TO CONNECT TO DISSIMILAR PIPE SIZES, MATERIALS, AND DEPTHS.
2. HDPE PIPE DEFLECTIONS SHALL NOT EXCEED PIPE MANUFACTURERS RECOMMENDATIONS.
3. THE CONTRACTOR CANNOT SHUT OFF WATER SUPPLY TO SERVICES FOR MORE THAN 4 HOURS WITHOUT FIRST IMPLEMENTING AN APPROVED TEMPORARY WATER SYSTEM PLAN.
4. ALL WATERLINE JOINTS SHALL BE A MINIMUM OF 9 FEET AWAY FROM ANY STORM OR SEWER CROSSINGS.
5. PROPOSED WATER LINE SHALL MAINTAIN A MINIMUM OF 10' OF HORIZONTAL SEPARATION FROM ALL STORM AND SEWER PIPES AND STRUCTURES.
6. SEWER SERVICE LATERALS AND WATER SERVICES NOT SHOWN IN PROFILE VIEW.
7. LIMITS OF EARTH DISTURBING WORK ACTIVITIES NOT SHOWN.
8. INSTALL 2" THREADED PORT AND 2" BRASS PLUG ON MJ FOR RIVER ST STUB-OUT. FOLLOWING COMPLETION OF DISINFECTION AND PRESSURE TESTING, CLOSE 8" GATE VALVE, REMOVED 2" PLUG, DRAIN ENTIRETY OF 8" HDPE, AND REINSTALL 2" PLUG TO ENSURE WATERTIGHT SEAL.



	RECORD OF REVISIONS				 proHNS LLC <small>CERTIFICATE OF AUTHORIZATION #100662</small>	<small>DRAWN BY: C. BYDLON</small> <small>DESIGNED BY: G. GLADSDJO</small> <small>CHECKED BY: L. CHAMBERS</small> <small>219 MAIN ST #13 HAINES, AK 99827</small> <small>1945 ALEX HOLDEN WAY #101 JUNEAU, AK 99801</small> <small>solutions@proHNS.com www.proHNS.com</small>		<b>SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT</b> HB19-02	<b>PLAN &amp; PROFILE</b> <b>33+50 TO 39+25</b>	SHEET NUMBER
	No.	DATE	DESCRIPTION	BY						17
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**SHEET NOTES:**

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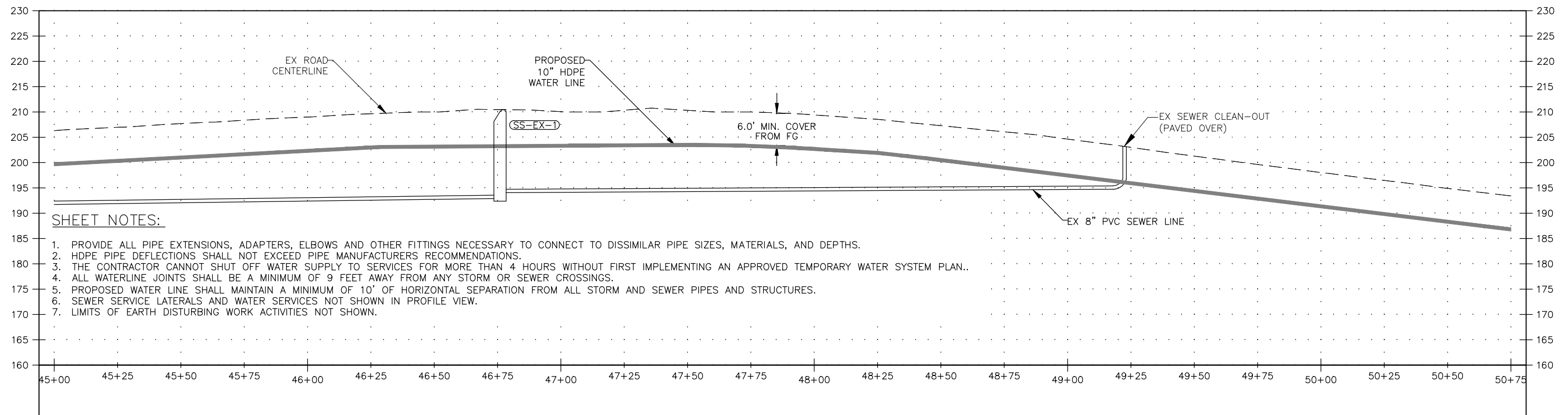
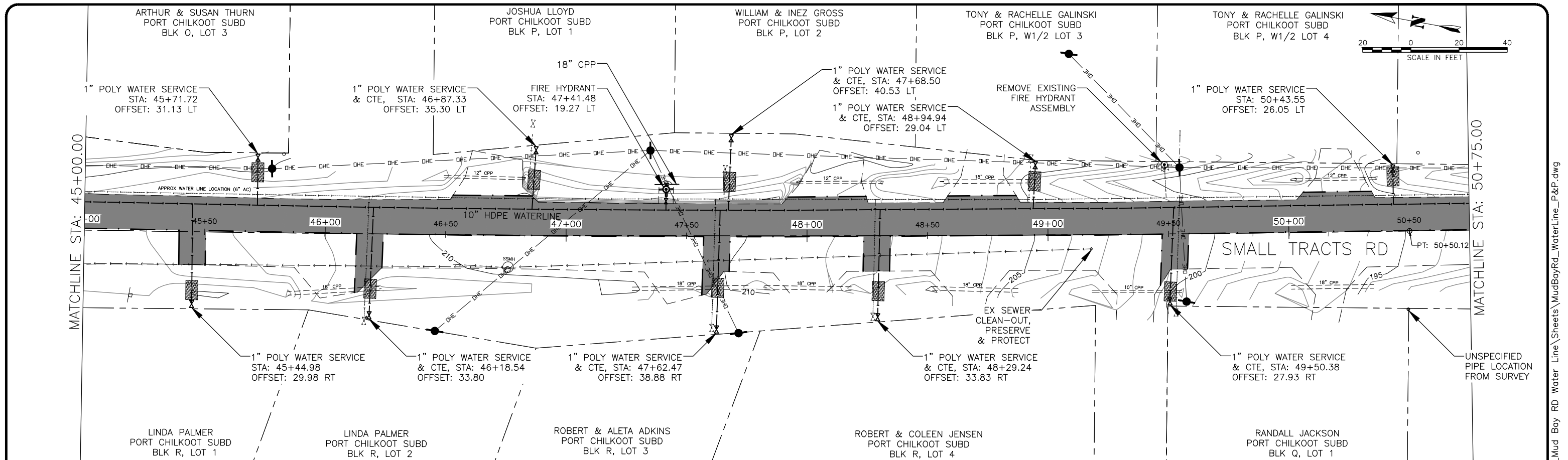
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**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**  
 HB19-02

**PLAN & PROFILE  
 39+25 TO 45+00**

SHEET NUMBER	
18	OF
28	



**SHEET NOTES:**

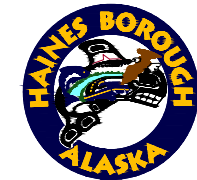
1. PROVIDE ALL PIPE EXTENSIONS, ADAPTERS, ELBOWS AND OTHER FITTINGS NECESSARY TO CONNECT TO DISSIMILAR PIPE SIZES, MATERIALS, AND DEPTHS.
2. HDPE PIPE DEFLECTIONS SHALL NOT EXCEED PIPE MANUFACTURERS RECOMMENDATIONS.
3. THE CONTRACTOR CANNOT SHUT OFF WATER SUPPLY TO SERVICES FOR MORE THAN 4 HOURS WITHOUT FIRST IMPLEMENTING AN APPROVED TEMPORARY WATER SYSTEM PLAN..
4. ALL WATERLINE JOINTS SHALL BE A MINIMUM OF 9 FEET AWAY FROM ANY STORM OR SEWER CROSSINGS.
5. PROPOSED WATER LINE SHALL MAINTAIN A MINIMUM OF 10' OF HORIZONTAL SEPARATION FROM ALL STORM AND SEWER PIPES AND STRUCTURES.
6. SEWER SERVICE LATERALS AND WATER SERVICES NOT SHOWN IN PROFILE VIEW.
7. LIMITS OF EARTH DISTURBING WORK ACTIVITIES NOT SHOWN.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



DRAWN BY: C. BYDLON  
 DESIGNED BY: G. GLADSDJO  
 CHECKED BY: L. CHAMBERS  
 219 MAIN ST #13  
 HAINES, AK 99827  
 1945 ALEX HOLDEN WAY #101  
 JUNEAU, AK 99801  
 solutions@proHNS.com  
 www.proHNS.com



**SMALL TRACTS/MUD  
 BAY/3RD AVE AC PIPE  
 REPLACEMENT**

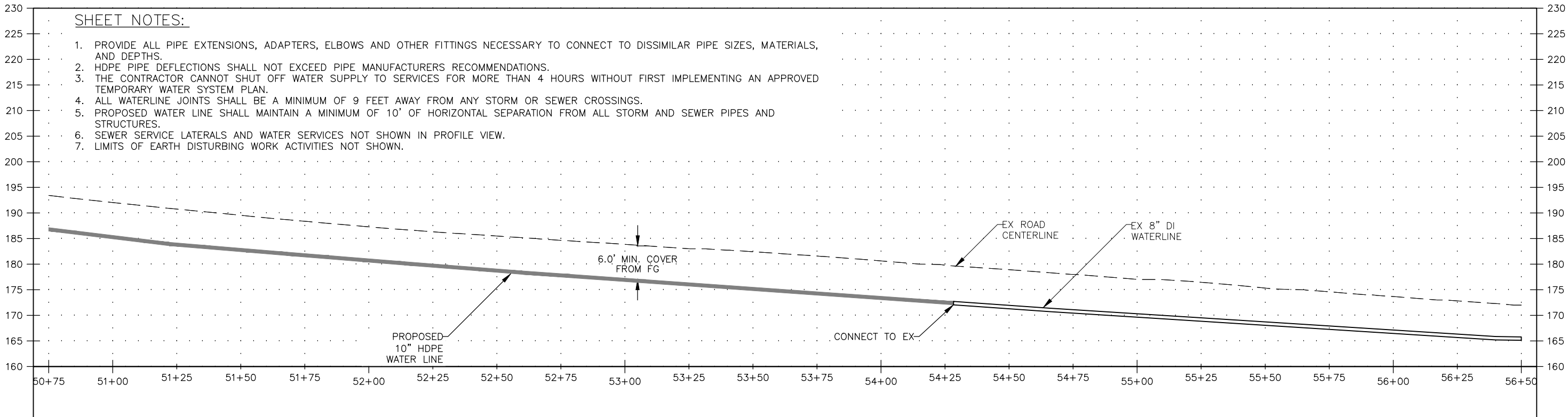
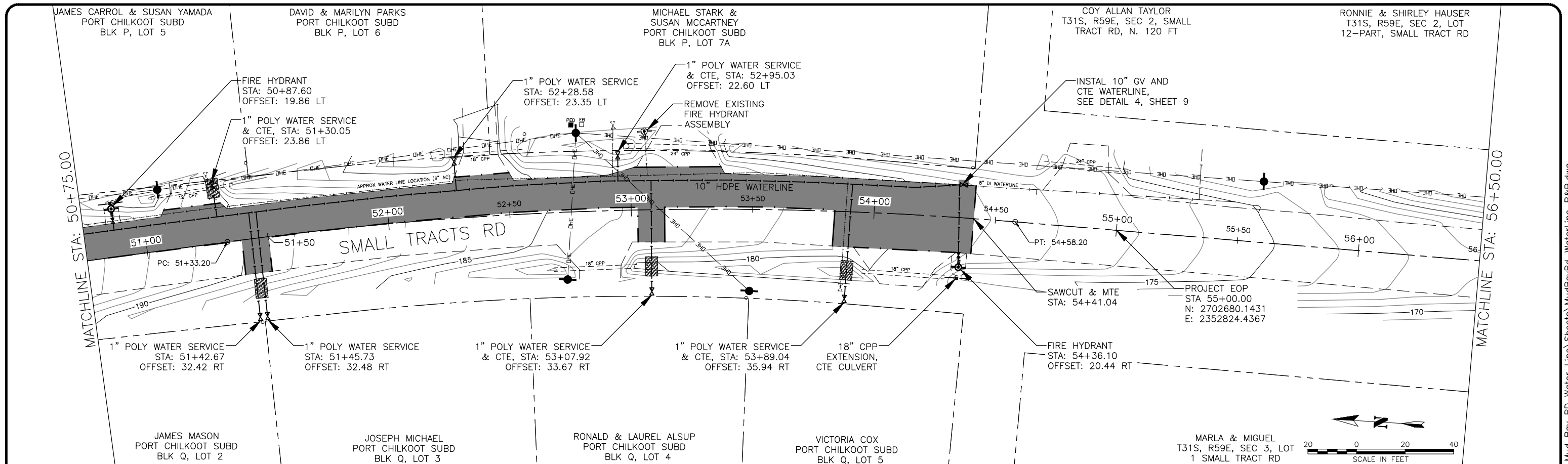
HB19-02

**PLAN & PROFILE  
 45+00 TO 50+75**

SHEET NUMBER	
19	OF
28	

C:\Users\Chris Bydton\Dropbox (proHNS)\Projects\Haines\Mud Bay RD Water Line\CSD\_Mud Bay RD Water Line\Sheets\MudBayRd\_WaterLine\_P&P.dwg

April 8, 2020



	RECORD OF REVISIONS			 CERTIFICATE OF AUTHORIZATION #100662		<b>SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT</b> HB19-02	<b>PLAN &amp; PROFILE</b> <b>50+75 TO EOP</b>	SHEET NUMBER
	No.	DATE	DESCRIPTION					BY
								OF
								28

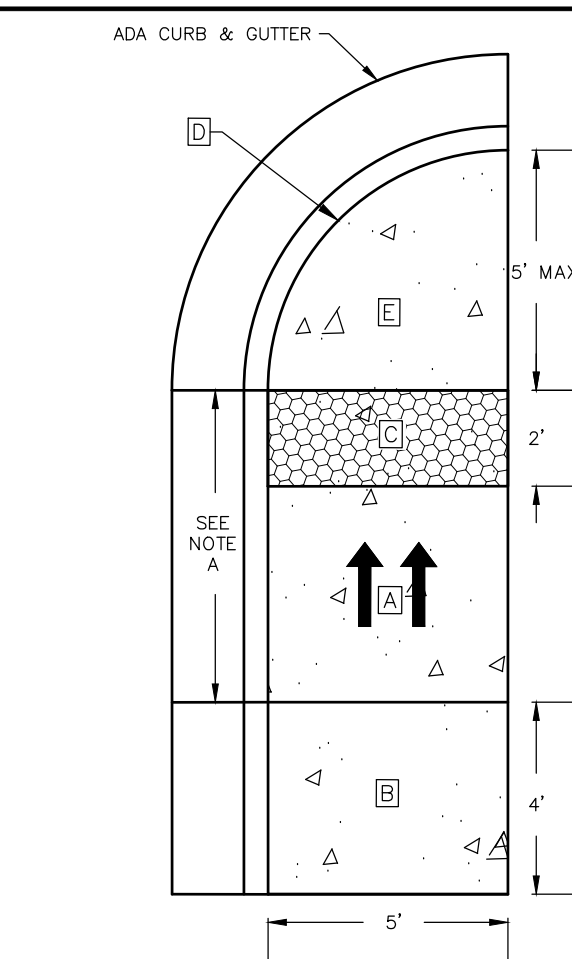
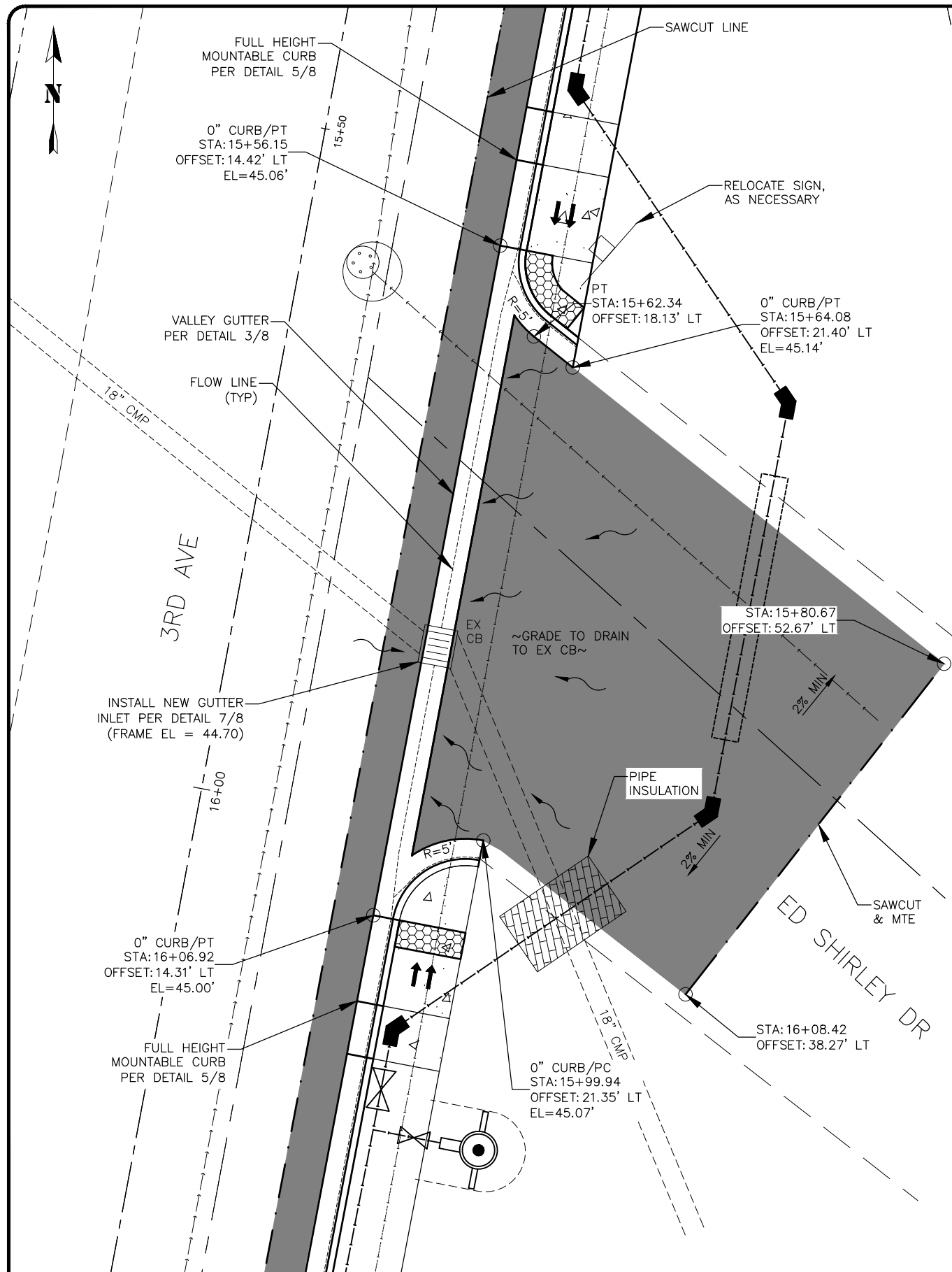
DRAWN BY: C. BYDLON  
 DESIGNED BY: G. GLADSDO  
 CHECKED BY: L. CHAMBERS

219 MAIN ST #13  
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APRIL 8, 2020

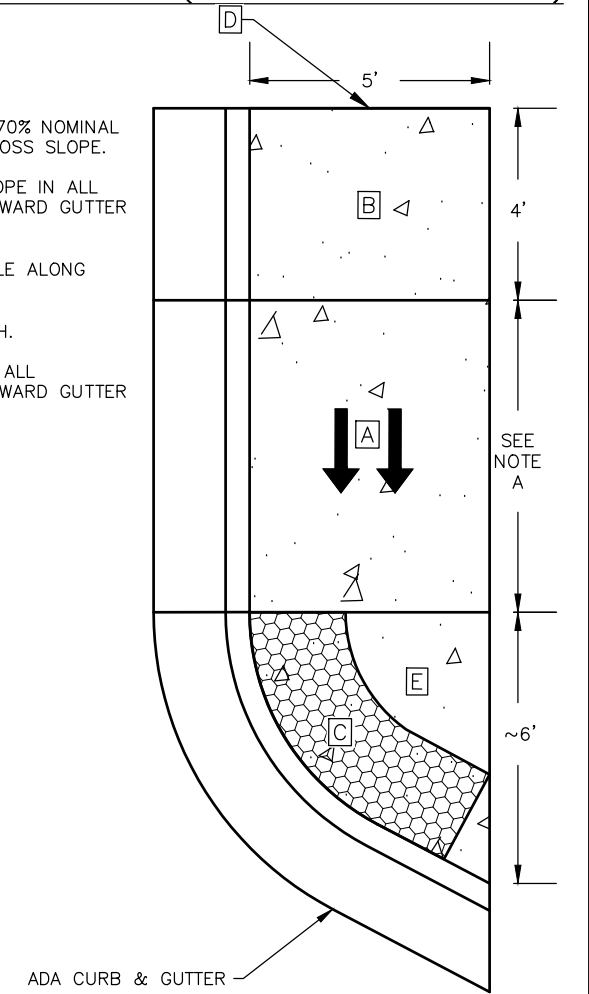


**1 ADA CURB RAMP DETAIL (ED SHIRLEY, NORTH)**  
SCALE: NOT TO SCALE

- DETAIL 1/21 NOTES:**
- A. CONSTRUCT RAMP SLOPES AT 7.70% NOMINAL GRADE, OR FLATTER. 2% MAX CROSS SLOPE.
  - B. LANDING AREA – MAX 2.00% SLOPE IN ALL DIRECTIONS. GRADE TO DRAIN TOWARD GUTTER FLOW LINE.
  - C. 2' WIDE DETECTABLE WARNING TILE ALONG PERIMETER.
  - D. CONCRETE SHALL BE 4" IN DEPTH.
  - E. 1.00% MIN, 2.00% MAX SLOPE IN ALL DIRECTIONS. GRADE TO DRAIN TOWARD GUTTER FLOW LINE.

- DETAIL 2/21 NOTES:**
- A. CONSTRUCT RAMP SLOPES AT 7.70% NOMINAL GRADE, OR FLATTER. 2% MAX CROSS SLOPE.
  - B. LANDING AREA – MAX 2.00% SLOPE IN ALL DIRECTIONS. GRADE TO DRAIN TOWARD GUTTER FLOW LINE.
  - C. 2'X5' DETECTABLE WARNING TILE.
  - D. ALL CONCRETE SHALL BE 4" IN DEPTH.
  - E. 1.00% MIN, 2.00% MAX SLOPE IN ALL DIRECTIONS. GRADE TO DRAIN TOWARD GUTTER FLOW LINE.

**2 ADA CURB RAMP DETAIL (ED SHIRLEY, SOUTH)**  
SCALE: NOT TO SCALE



**SHEET NOTES:**

1. ALL CURB ELEVATIONS ARE TO LIP OF GUTTER. TOP BACK OF CURB ELEVATIONS WILL VARY.
2. CONTRACTOR TO ENSURE THAT TRANSITION FROM CROWNED PORTION OF ED SHIRLEY DR DIRECTS WATER OFF OF THE RD OR TO THE GUTTER INLET.
3. EXISTING CURB, GUTTER AND SIDEWALK NOT SHOWN FOR PLAN CLARITY. SEE PLAN SHEETS FOR EXISTING CONDITIONS.

RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY

**proHNS LLC**  
CERTIFICATE OF AUTHORIZATION #100662

DESIGNED BY: G. GLADSDJO  
CHECKED BY: L. CHAMBERS  
219 MAIN ST #13  
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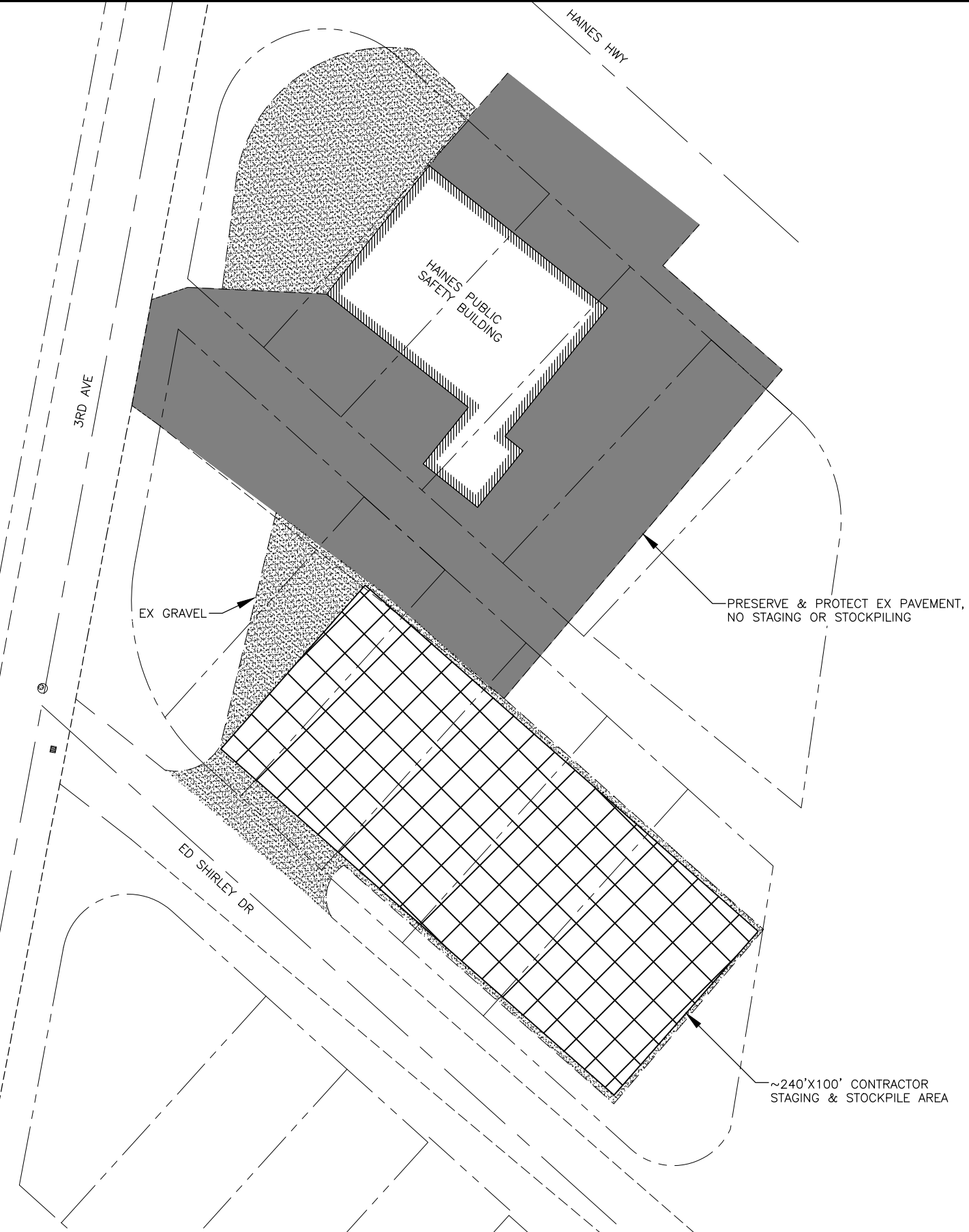
**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**  
HB19-02

**GRADING PLAN**

SHEET NUMBER	21
OF	28

# STOCKPILE AND STAGING NOTES

1. ALL STOCKPILED MATERIAL SHOULD BE STORED IN THE DESIGNATED STOCKPILE AREA, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
2. CONTRACTOR SHALL RETURN THE STAGING & STOCKPILE AREA AND AFFECTED PARKING LOTS TO PRECONSTRUCTION CONDITIONS.
3. CONTRACTOR SHALL AT NO TIME OPERATE HEAVY EQUIPMENT ON EX PAVEMENT AROUND HAINES PUBLIC SAFETY BUILDING.
4. NUCLEAR TESTING EQUIPMENT STORAGE SHED SHALL BE SET UP AT A LOCATION APPROVED BY THE ENGINEER.
5. HAINES BOROUGH MAY HAVE STORAGE CONTAINERS AND/OR TRAILERS LOCATED IN THE AREA DESIGNATED FOR CONTRACTOR STAGING AND STOCKPIILING. THE CONTRACTOR SHALL COORDINATE WITH HAINES BOROUGH TO ENSURE THESE REMAIN ACCESSIBLE THROUGHOUT CONSTRUCTION OR ARE RELOCATED TO THE SATISFACTION OF THE BOROUGH AND ENGINEER.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



DRAWN BY: C. BYDLON  
 DESIGNED BY: G. GLADSJO  
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SMALL TRACTS/MUD  
 BAY/3RD AVE AC PIPE  
 REPLACEMENT

HB19-02

CONTRACTOR STAGING  
 AREA

SHEET NUMBER	
22	OF
28	



**FLUSHING, TESTING AND DISINFECTION:**

PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL "OPEN-BORE" FLUSH THE WATER PIPE THEN PERFORM HYDROSTATIC TESTS, AND DISINFECTION AND COLIFORM TESTS. TESTING MAY BE DONE IN ANY SEQUENCE. HOWEVER, IN THE EVENT THE DISINFECTION AND COLIFORM TESTS HAVE BEEN PERFORMED AND REPAIRS ARE MADE TO THE WATER PIPE SYSTEM IN ORDER TO PASS THE HYDROSTATIC TEST, ALL PREVIOUS TESTS AND THE "OPEN-BORE" FLUSHING SHALL BE REPEATED TO THE SATISFACTION OF THE ENGINEER.

**OPEN-BORE FLUSHING:**

OPEN BORE FLUSHING IS REQUIRED OF ALL INSTALLED WATER PIPES TO REMOVE ANY FOREIGN MATTER. THE CONTRACTOR SHALL FURNISH, INSTALL AND REMOVE ALL PUMPS, FITTINGS AND PIPES NECESSARY TO PERFORM THE FLUSHING; SHALL PROVIDE ALL ADDITIONAL EXCAVATION AND BACKFILL; AND SHALL DISPOSE OF ALL WATER AND DEBRIS FLUSHED FROM THE WATER PIPE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING, 48 HOURS IN ADVANCE OF ANY FLUSHING OPERATION. ALL FLUSHING SHALL BE DONE BETWEEN THE HOURS OF 1:00 A.M., AND 5:00 A.M., UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER. A FLUSHING SCHEME AND SCHEDULE SHALL BE SUBMITTED BY THE CONTRACTOR FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO FLUSHING. THE SCHEDULE FOR FLUSHING MUST BE APPROVED BY THE HAINES BOROUGH WATER UTILITY DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS NECESSARY FOR FLUSHING OPERATIONS.

**HYDROSTATIC TESTING:**

HYDROSTATIC TESTING WILL BE CONDUCTED IN THE PRESENCE OF THE ENGINEER ON NEWLY INSTALLED WATER PIPES AFTER "OPEN-BORE" FLUSHING, IN ACCORDANCE WITH THE REQUIREMENTS OF AWWA C600 AND AS STATED HEREAFTER. THE CONTRACTOR SHALL FURNISH ALL ASSISTANCE, EQUIPMENT, LABOR, MATERIALS, AND SUPPLIES NECESSARY TO COMPLETE THE TEST TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL SUITABLY VALVE-OFF OR PLUG THE OUTLET TO EXISTING OR PREVIOUSLY-TESTED WATER PIPE PRIOR TO PERFORMING THE REQUIRED HYDROSTATIC TEST. PRIOR TO TESTING, ALL AIR SHALL BE EXPELLED FROM THE WATER PIPE. IF PERMANENT AIR VENTS ARE NOT AVAILABLE TO ACCOMMODATE TESTING, THE CONTRACTOR SHALL INSTALL CORPORATION STOPS AND BLOW-OFF LINES SO THE AIR CAN BE EXPELLED AS THE LINE IS FILLED WITH WATER.

HDPE -NEWLY INSTALLED WATER MAIN IS TO BE HYDROSTATICALLY TESTED IN TWO PHASES TO WHICHEVER IS GREATER: 150 PSI OR 1.5 TIMES THE OPERATING PRESSURE. ACCEPTANCE PRESSURE TESTING SHALL BE DONE WITH ALL SERVICE LINES AND FIRE HYDRANTS INSTALLED, CORPORATION STOPS OPEN, FIRE HYDRANT GATE VALVES OPEN AND PRESSURE AGAINST THE CLOSED CURB STOPS. SECTIONS TO BE TESTED SHALL BE LIMITED TO 1,500 FEET.

PHASE 1 - INITIAL EXPANSION (4 HOURS) PRESSURIZE THE TEST SECTION TO THE TEST PRESSURE AND MAINTAIN FOR FOUR (4) HOURS. THE CONTRACTOR IS TO PUMP IN ADDITIONAL TEST WATER INTO THE PIPE TO MAINTAIN TEST PRESSURE AS THE PIPE EXPANDS SLIGHTLY. IT IS NOT NECESSARY TO MONITOR THE AMOUNT OF WATER ADDED DURING THIS PHASE.

PHASE 2 - PRESSURE TESTING (MINIMUM 1 HOUR) IMMEDIATELY FOLLOWING THE INITIAL EXPANSION PHASE THE CONTRACTOR IS TO STOP ADDING TESTING FLUID AND THEN REDUCE PRESSURE BY 10 PSI. THE REDUCED PRESSURE THEN BECOMES THE TEST PRESSURE AND IS TO BE HELD WITHIN FIVE PERCENT (5%) FOR ONE HOUR AND SHOW NO VISIBLE LEAKS TO BE DEEMED AS HAVING PASSED THE TEST. THE MAXIMUM TEST DURATION IS EIGHT (8) HOURS. IF THE TEST IS NOT COMPLETED IN THE MAXIMUM DURATION PERIOD, THEN THE CONTRACTOR IS TO DEPRESSURIZE THE TEST SECTION COMPLETELY AND ALLOW IT TO RELAX FOR AT LEAST EIGHT (8) HOURS BEFORE PRESSURIZING THE TEST SECTION AGAIN.

SHOULD THE TESTED SECTION FAIL TO MEET THE PRESSURE TEST AS SPECIFIED, THE CONTRACTOR SHALL LOCATE AND REPAIR THE DEFECTS AND THEN RETEST THE WATER PIPE AS SPECIFIED ABOVE.

CORRECT ALL VISIBLE LEAKS, WHETHER INDICATED DURING PRESSURE TESTING OR NOT.

ALL TESTS SHALL BE MADE WITH THE AUXILIARY GATE VALVES OPEN AND PRESSURE AGAINST THE HYDRANT. AFTER THE HYDROSTATIC TEST HAS BEEN SUCCESSFULLY COMPLETED, EACH VALVE SHALL BE TESTED BY CLOSING IN TURN AND RELIEVING THE PRESSURE BEYOND. THIS TEST OF THE VALVES WILL BE ACCEPTABLE IF THERE IS NO IMMEDIATE LOSS OF PRESSURE ON THE GAUGE WHEN THE PRESSURE COMES AGAINST THE VALVE BEING CHECKED. THE CONTRACTOR SHALL VERIFY THAT THE PRESSURE DIFFERENTIAL ACROSS THE VALVE DOES NOT EXCEED THE RATED WORKING PRESSURE OF THE VALVE.

DEFECTIVE MATERIALS OR POOR QUALITY OF WORK, DISCOVERED AS A RESULT OF THE HYDROSTATIC TESTS, SHALL BE REPLACED BY THE CONTRACTOR. WHENEVER IT IS NECESSARY TO REPLACE DEFECTIVE MATERIAL OR CORRECT THE WORKMANSHIP, THE HYDROSTATIC TEST SHALL BE REPEATED UNTIL A SATISFACTORY TEST IS OBTAINED.

THE ENGINEER SHALL BE PRESENT FOR ALL HYDROSTATIC AND LEAKAGE TESTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO ANY TEST AND SHALL NOTIFY THE ENGINEER AT LEAST TWO HOURS IN ADVANCE OF THE SCHEDULED TIME IF THE TEST IS TO BE CANCELLED OR POSTPONED.

AFTER COMPLETION OF TESTING, ALL TEST AND AIR VENT PIPE SHALL BE REMOVED AND THE CORPORATION STOP CLOSED AT THE WATER PIPE, IN THE PRESENCE OF THE ENGINEER.

**DISINFECTION:**

DISINFECTION BY CHLORINATION OF ALL NEW WATER PIPE SHALL BE COMPLETED AND A SATISFACTORY BACTERIOLOGICAL REPORT OBTAINED PRIOR TO PLACING THE PIPE IN SERVICE. "OPEN-BORE" FLUSHING SHALL BE COMPLETED BEFORE CHLORINATION IS BEGUN.

CHLORINE SHALL BE APPLIED BY ONE OF THE FOLLOWING METHODS:

1. LIQUID CHLORINE GAS-WATER MIXTURE;
2. DIRECT CHLORINE GAS FEED; OR
3. HYPOCHLORITE COMMERCIAL PRODUCTS SUCH AS HTH, PERCHLOREN, MACHO-CHLOR, OR APPROVED EQUAL.

THE CHLORINATING AGENT SHALL BE APPLIED AT THE BEGINNING OF THE SECTION ADJACENT TO THE FEEDER CONNECTION, INSURING TREATMENT OF THE ENTIRE WATER PIPE. WATER SHALL BE FED SLOWLY INTO THE NEW WATER PIPE WITH CHLORINE APPLIED IN AMOUNTS TO PRODUCE A DOSAGE OF 50 PPM. APPLICATION OF THE CHLORINE SOLUTION SHALL CONTINUE UNTIL THE REQUIRED RESIDUAL OF NOT LESS THAN 50 PPM FREE CHLORINE IS EVIDENT AT ALL EXTREMITIES OF THE NEWLY CONSTRUCTED LINE. THE CHLORINATING AGENT SHALL BE CERTIFIED FOR DISINFECTION OF POTABLE DRINKING WATER SYSTEMS ACCORDING NSF I ANSI 60 AND SATISFY THE REQUIREMENTS OF APPLICABLE ANSI/ A WW A STANDARDS. CHLORINATING AGENTS FOR POOLS AND/OR SPAS ARE NOT ALLOWED.

THE CHLORINE GAS-WATER MIXTURE SHALL BE APPLIED BY MEANS OF A SOLUTION-FEED CHLORINATING DEVICE. CHLORINE GAS SHALL BE FED DIRECTLY FROM A CHLORINE CYLINDER EQUIPPED WITH A SUITABLE DEVICE FOR REGULATING THE RATE OF FLOW AND THE EFFECTIVE DIFFUSION OF GAS WITHIN THE WATER PIPE. HYPOCHLORITE PRODUCTS SHALL BE PLACED OR INJECTED INTO THE WATER PIPE. DURING THE CHLORINATION PROCESS, ALL INTERMEDIATE VALVES AND ACCESSORIES SHALL BE OPERATED. VALVES SHALL BE MANIPULATED SO THAT THE STRONG CHLORINE SOLUTION IN THE WATER PIPE BEING TREATED WILL NOT FLOW BACK INTO THE PIPE SUPPLYING THE WATER.

THE FOLLOWING TABLE IS TO BE USED AS A GUIDE FOR CHLORINATING PIPES BY THE CALCIUM HYPOCHLORITE AND WATER MIXTURE METHOD. THE GIVEN DOSAGE PER 100 FEET RESULTS IN A CHLORINE SOLUTION OF 40 TO 50 PPM. THIS DOSAGE TAKES INTO ACCOUNT THAT CONTRACTORS MOST FREQUENTLY USE GRANULAR HTH, WHICH IS 65% PURE. IF ANOTHER CHLORINATING AGENT IS USED, THE DOSAGE MUST BE ADJUSTED.

PIPE DIAMETER	DOSAGE PER 100 FEET
4"	0.60 OZ.
6"	1.35 OZ.
8"	2.75 OZ.
10"	4.30 OZ.
12"	6.19 OZ.
16"	11.00 OZ.
20"	17.00 OZ.

A RESIDUAL OF NOT LESS THAN 50 PPM FREE CHLORINE SHALL BE PRODUCED IN ALL PARTS OF THE WATER PIPE. AFTER 24 HOURS DETENTION THERE SHALL BE A MINIMUM FREE CHLORINE RESIDUAL OF 25 PPM IN ALL PARTS OF THE WATER PIPE. THIS RESIDUAL SHALL THEN BE NEUTRALIZED IN THE PIPE BY INJECTING AN APPROVED REDUCING AGENT SUCH AS SULFUR DIOXIDE, SODIUM BISULFATE, SODIUM SULFITE OR SODIUM THIOSULFATE.

PRIOR TO PUTTING A NEW WATERLINE INTO SERVICE, THE CONTRACTOR SHALL PERFORM BACTERIOLOGICAL TESTING ON THE WATER PIPE SYSTEM IN ACCORDANCE WITH THE LATEST REVISION OF AWWA C651. THIS REQUIRES TWO SAMPLES, TAKEN AT LEAST 16 HOURS APART. THE CONTRACTOR, WITH SUPPORT FROM THE ENGINEER, IS TO COLLECT SAMPLES AND SUBMIT THEM TO A LABORATORY APPROVED FOR BACTERIOLOGICAL TESTING. SAMPLES SHALL BE TESTED FOR BACTERIOLOGICAL QUALITY IN ACCORDANCE WITH STANDARD METHODS FOR THE EXAMINATION OF WATER AND WASTEWATER, AND SHALL SHOW THE ABSENCE OF COLIFORM BACTERIA TO BE CONSIDERED ACCEPTABLE. IF THE INITIAL DISINFECTION FAILS TO PRODUCE SATISFACTORY BACTERIOLOGICAL RESULTS, THE MAIN MAY BE REFLUSHED AND SHALL BE RESAMPLED. IF CHECK SAMPLES FAIL TO PRODUCE ACCEPTABLE RESULTS, THE MAIN SHALL BE RE-DISINFECTED AT THE CONTRACTOR'S EXPENSE UNTIL SATISFACTORY RESULTS ARE OBTAINED. THE WATERLINE WILL NOT BE PUT INTO SERVICE UNTIL SATISFACTORY BACTERIOLOGICAL RESULTS ARE OBTAINED. INITIAL BACTERIOLOGICAL TESTING WILL BE PAID FOR BY THE OWNER. ANY FURTHER TESTING AND SAMPLING REQUIRED DUE TO UNSATISFACTORY BACTERIOLOGICAL RESULTS WILL BE PAID FOR BY THE CONTRACTOR.

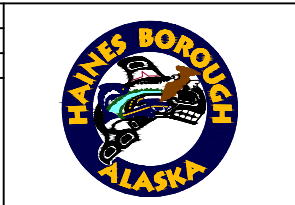
THE WATER SHALL BE FLUSHED FROM THE WATER PIPE AT ITS EXTREMITIES, INCLUDING ALL CURB STOPS, UNTIL THE REPLACEMENT WATER CHLORINE RESIDUALS ARE EQUAL TO THOSE OF THE PERMANENT SOURCE OF SUPPLY. THE DE-CHLORINATED WATER AND WATER USED FOR FLUSHING SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER, AND IN CONFORMANCE WITH CURRENT REQUIREMENTS OF THE ALASKA DEPARTMENT OF FISH AND GAME, AND THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



DRAWN BY: C. BYDLON  
 DESIGNED BY: G. GLADSDJO  
 CHECKED BY: L. CHAMBERS  
 219 MAIN ST #13  
 HAINES, AK 99827  
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**SMALL TRACTS/MUD BAY/3RD AVE AC PIPE REPLACEMENT**  
 HB19-02

**WATER LINE COMMISSIONING**

SHEET NUMBER
23
OF
28

HORIZONTAL SURVEY CONTROL		
DESCRIPTION	NORTHING	EASTING
GPS 2 "HAINES"	2706760.05	2352199.62
CP "THIRD"	2705784.87	2351971.24
CP "MUD"	2704905.57	2352210.38
CP "FORT"	2704591.75	2352514.85
CP "TOWER"	2703850.52	2352668.19
CP "TOP"	2703391.40	2352716.12
GPS 1	2702878.82	2352838.43

VERTICAL SURVEY CONTROL	
DESCRIPTION	ELEV.
SPIKE IN POWER POLE (ADJ. TO FIRE STATION)	46.81'
CALIF. BONNET BOLT AT HYD. SOUTH DEISHU	62.28'
SPIKE IN SERVICE POLE N. OF 376 MUD BAY RD.	164.55'
MAG. NAIL IN PAVEMENT (CP "TOWER")	200.87'
SPIKE IN SERVICE POLE AT 535 SMALL TRACTS RD.	184.08'

**LEGEND**

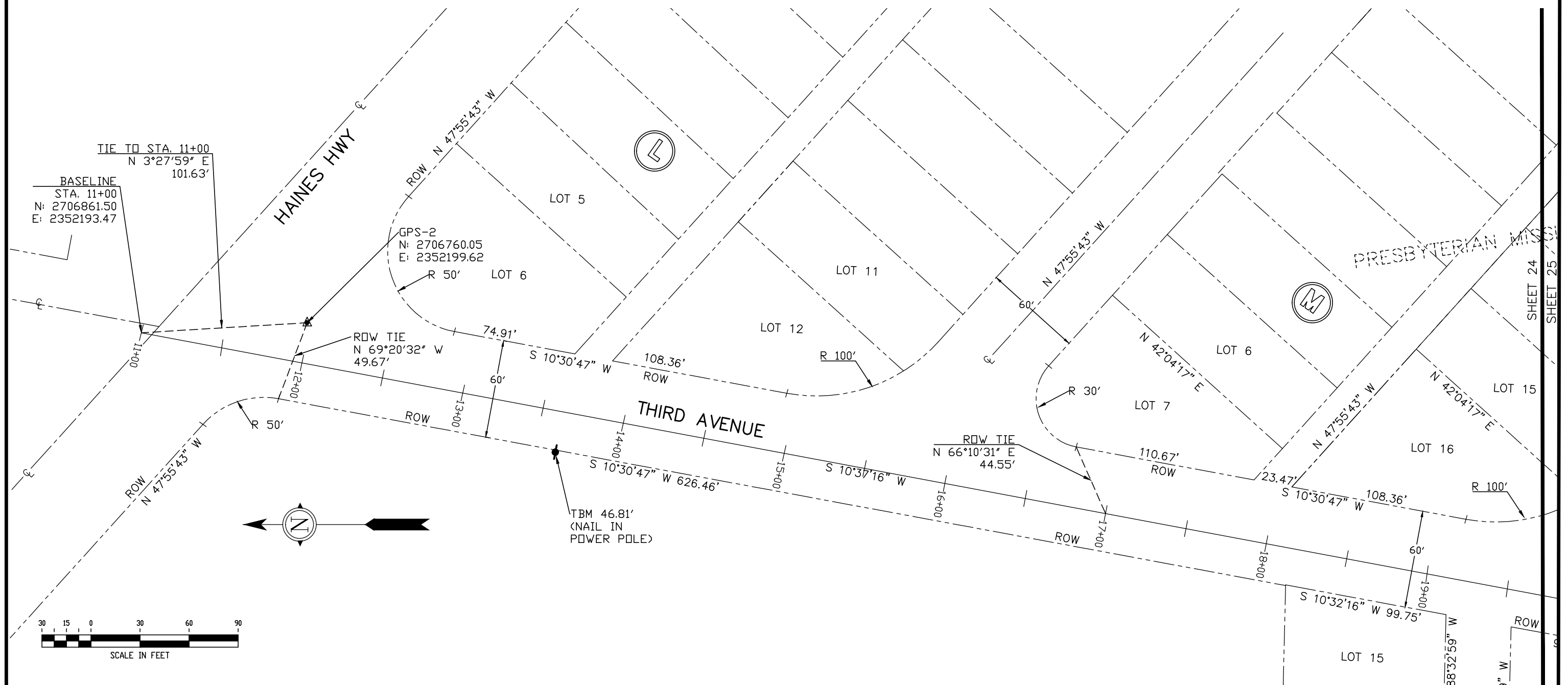
- PRIMARY MONUMENT (RECOVERED)
- SECONDARY MONUMENT (RECOVERED)
- CONTROL POINT (MAG. NAIL) SET
- FIRE HYDRANT
- POWER/SERVICE POLE

**NOTES**

1) THE ELEVATION DATUM UTILIZED FOR THIS PROJECT IS BASED ON A GPS OPUS SOLUTION AT THE CONTROL POINT IDENTIFIED AS "GPS-1" (SOUTH END OF PROJECT). THE RESULTING ELEVATION (CALCULATED USING GEOID 12B) IS 183.51 FT. (NAVD88). ADDITIONAL ELEVATIONS SHOWN ON THIS DRAWING HAVE BEEN ESTABLISHED BY DIFFERENTIAL LEVELS AND TIES TO ADDITIONAL GPS OPUS POINTS. A CLOSED LEVEL LOOP SHOULD BE CONDUCTED PRIOR TO SETTING ANY GRADE FOR CONSTRUCTION.

2) COORDINATE DATA ALONG WITH SHOWN BEARINGS AND DISTANCES ARE BASED ON FOUND SITE SURVEY CONTROL ROTATED AND TRANSLATED BETWEEN THE CONTROL POINTS IDENTIFIED AS GPS-1 AND GPS-2. COORDINATE DATA IS ALASKA STATE PLANE ZONE 1 GRID DATA.

RIGHT OF WAY DATA HAS BEEN ROTATED INTO THIS CONTROL NETWORK UTILIZING FOUND SUBDIVISION MONUMENTATION WITHIN AND ALONG PORTIONS OF THIRD AVENUE, MUD BAY ROAD, AND SMALL TRACTS ROAD.



**NORTH 57\***  
**LAND SURVEYING LLC**  
 (907) 747-6700 215-F SMITH STREET, SITKA, AK  
 MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835  
 EMAIL: north57landsurveying@yahoo.com

BY	DATE	REV	DESCRIPTION OF CHANGE
RECORD OF REVISIONS			



DRAWN: JCH/SJ/KO/ACAD  
 CHECKED: KO  
 DATE OF PLAT: FEB. 28, 2020  
 SCALE: 1" = 30'  
 DRAWING NAME: 40107-04HSN-HWY-CONTROL  
 PROJECT NO. 40107-04-00

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN MAY 2019 A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

DATE: March 12, 2020  
 Signature: Kelly J. O'Neill  
 License No.: LS 13321

**SURVEY CONTROL MAP**

HAINES HIGHWAY TO  
 SMALL TRACTS ROAD

CLIENT: proHNS LLC FOR HAINES BOROUGH, ALASKA

SHEET NUMBER	24
OF	28

HORIZONTAL SURVEY CONTROL		
DESCRIPTION	NORTHING	EASTING
GPS 2 "HAINES"	2706760.05	2352199.62
CP "THIRD"	2705784.87	2351971.24
CP "MUD"	2704905.57	2352210.38
CP "FORT"	2704591.75	2352514.85
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CP "TOP"	2703391.40	2352716.12
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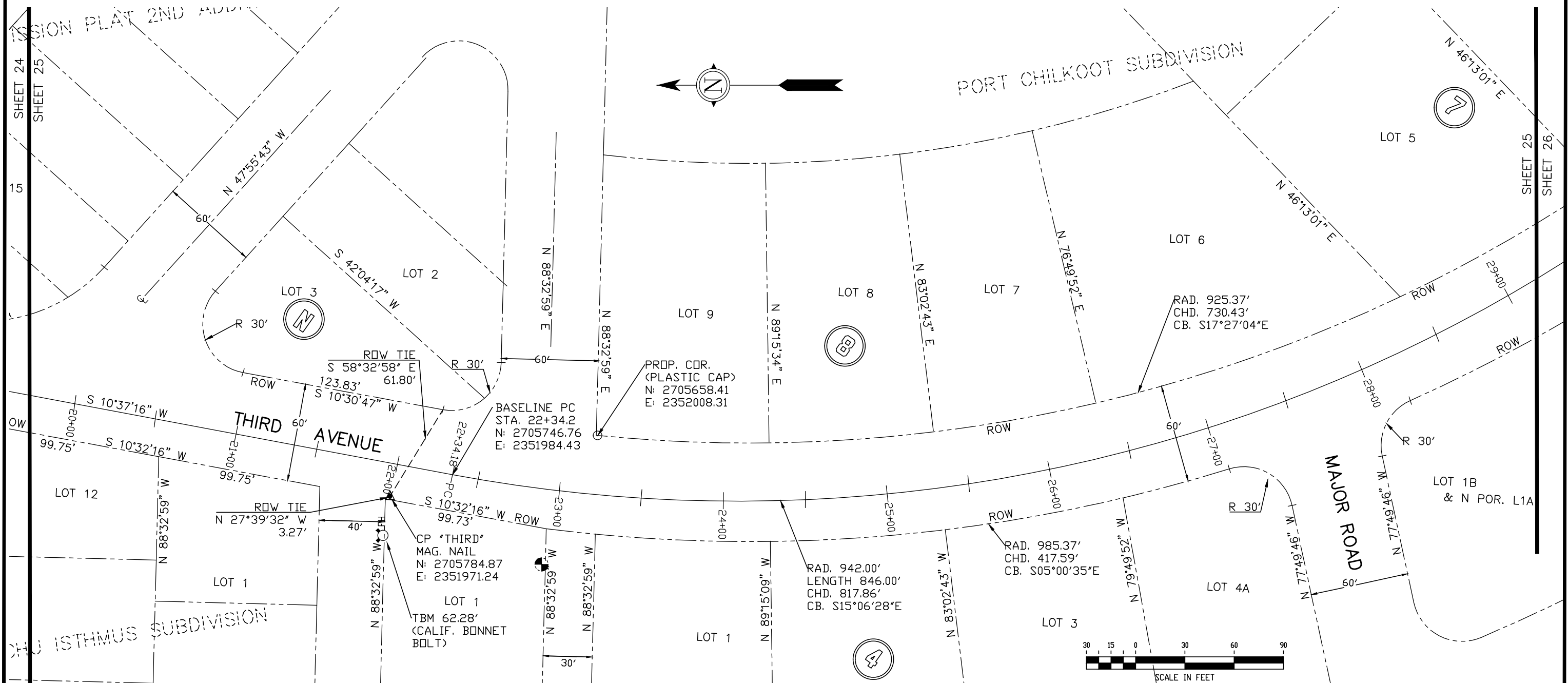
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**LEGEND**

- PRIMARY MONUMENT (RECOVERED)
- SECONDARY MONUMENT (RECOVERED)
- CONTROL POINT (MAG. NAIL) SET
- FIRE HYDRANT
- POWER/SERVICE POLE

**NOTES**

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- RIGHT OF WAY DATA HAS BEEN ROTATED INTO THIS CONTROL NETWORK UTILIZING FOUND SUBDIVISION MONUMENTATION WITHIN AND ALONG PORTIONS OF THIRD AVENUE, MUD BAY ROAD, AND SMALL TRACTS ROAD.



**NORTH 57\***  
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BY	DATE	REV	DESCRIPTION OF CHANGE

RECORD OF REVISIONS



DRAWN: JCH/SO/KO/ACAD  
 CHECKED: KO  
 DATE OF PLAT: FEB. 28, 2020  
 SCALE: 1" = 30'  
 DRAWING NAME: 40107-04(HSN-HWY-CONTROL)  
 PROJECT NO. 40107-04-00

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN MAY 2019 A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.  
 DATE March 12, 2020  
 K. O'NEILL LS 13321






**SURVEY CONTROL MAP**  
 HAINES HIGHWAY TO  
 SMALL TRACTS ROAD  
 CLIENT: proHNS LLC FOR HAINES BOROUGH, ALASKA

SHEET NUMBER
25
OF
28

HORIZONTAL SURVEY CONTROL		
DESCRIPTION	NORTHING	EASTING
GPS 2 "HAINES"	2706760.05	2352199.62
CP "THIRD"	2705784.87	2351971.24
CP "MUD"	2704905.57	2352210.38
CP "FORT"	2704591.75	2352514.85
CP "TOWER"	2703850.52	2352668.19
CP "TOP"	2703391.40	2352716.12
GPS 1	2702878.82	2352838.43

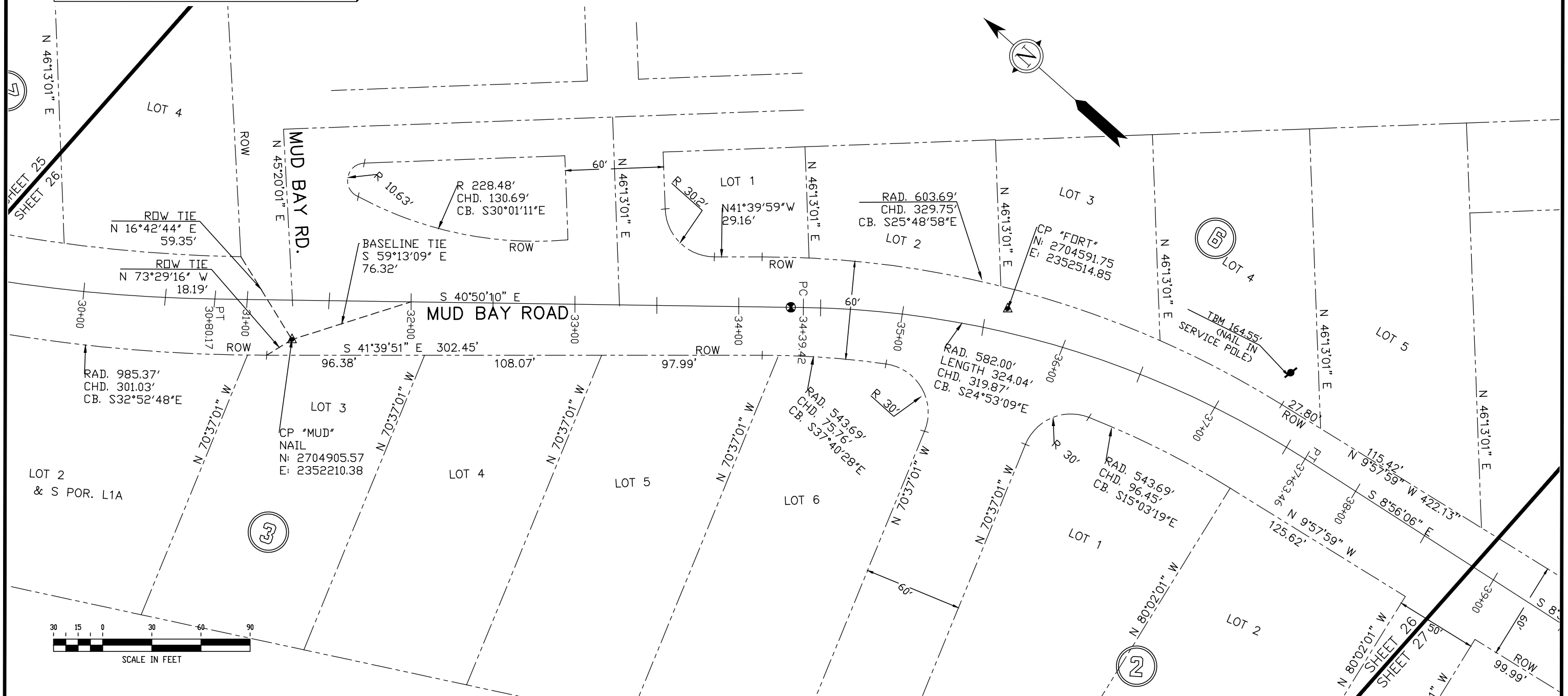
VERTICAL SURVEY CONTROL		
DESCRIPTION	ELEV.	
SPIKE IN POWER POLE (ADJ. TO FIRE STATION)	46.81'	
CALIF. BONNET BOLT AT HYD. SOUTH DEISHU	62.28'	
SPIKE IN SERVICE POLE N. OF 376 MUD BAY RD.	164.55'	
MAG. NAIL IN PAVEMENT (CP "TOWER")	200.87'	
SPIKE IN SERVICE POLE AT 535 SMALL TRACTS RD.	184.08'	

**LEGEND**

-  PRIMARY MONUMENT (RECOVERED)
-  SECONDARY MONUMENT (RECOVERED)
-  CONTROL POINT (MAG. NAIL) SET
-  FIRE HYDRANT
-  POWER/SERVICE POLE

**NOTES**

- 1) THE ELEVATION DATUM UTILIZED FOR THIS PROJECT IS BASED ON A GPS DPUS SOLUTION AT THE CONTROL POINT IDENTIFIED AS "GPS-1" (SOUTH END OF PROJECT). THE RESULTING ELEVATION (CALCULATED USING GEOID 12B) IS 183.51 FT. (NAVD88). ADDITIONAL ELEVATIONS SHOWN ON THIS DRAWING HAVE BEEN ESTABLISHED BY DIFFERENTIAL LEVELS AND TIES TO ADDITIONAL GPS DPUS POINTS. A CLOSED LEVEL LOOP SHOULD BE CONDUCTED PRIOR TO SETTING ANY GRADE FOR CONSTRUCTION.
  - 2) COORDINATE DATA ALONG WITH SHOWN BEARINGS AND DISTANCES ARE BASED ON FOUND SITE SURVEY CONTROL ROTATED AND TRANSLATED BETWEEN THE CONTROL POINTS IDENTIFIED AS GPS-1 AND GPS-2. COORDINATE DATA IS ALASKA STATE PLANE ZONE 1 GRID DATA.
- RIGHT OF WAY DATA HAS BEEN ROTATED INTO THIS CONTROL NETWORK UTILIZING FOUND SUBDIVISION MONUMENTATION WITHIN AND ALONG PORTIONS OF THIRD AVENUE, MUD BAY ROAD, AND SMALL TRACTS ROAD.



**NORTH 57\***  
**LAND SURVEYING LLC**  
 (907) 747-6700 215-F SMITH STREET, SITKA, AK  
 MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835  
 EMAIL: north57landsurveying@yahoo.com

BY	DATE	REV	DESCRIPTION OF CHANGE
RECORD OF REVISIONS			



DRAWN: JCH/SO/KO/ACAD  
 CHECKED: KO  
 DATE OF PLAT: FEB. 28, 2020  
 SCALE: 1" = 30'  
 DRAWING NAME: 40107-04-00-CONTROL  
 PROJECT NO. 40107-04-00

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 DATE: March 12, 2020  
 SURVEYOR: Kelly J. O'Neill  
 LICENSE NO.: LS 13321

**SURVEY CONTROL MAP**  
**HAINES HIGHWAY TO**  
**SMALL TRACTS ROAD**  
 CLIENT: proHNS LLC FOR HAINES BOROUGH, ALASKA

SHEET NUMBER
26
OF
28

HORIZONTAL SURVEY CONTROL		
DESCRIPTION	NORTHING	EASTING
GPS 2 "HAINES"	2706760.05	2352199.62
CP "THIRD"	2705784.87	2351971.24
CP "MUD"	2704905.57	2352210.38
CP "FORT"	2704591.75	2352514.85
CP "TOWER"	2703850.52	2352668.19
CP "TOP"	2703391.40	2352716.12
GPS 1	2702878.82	2352838.43

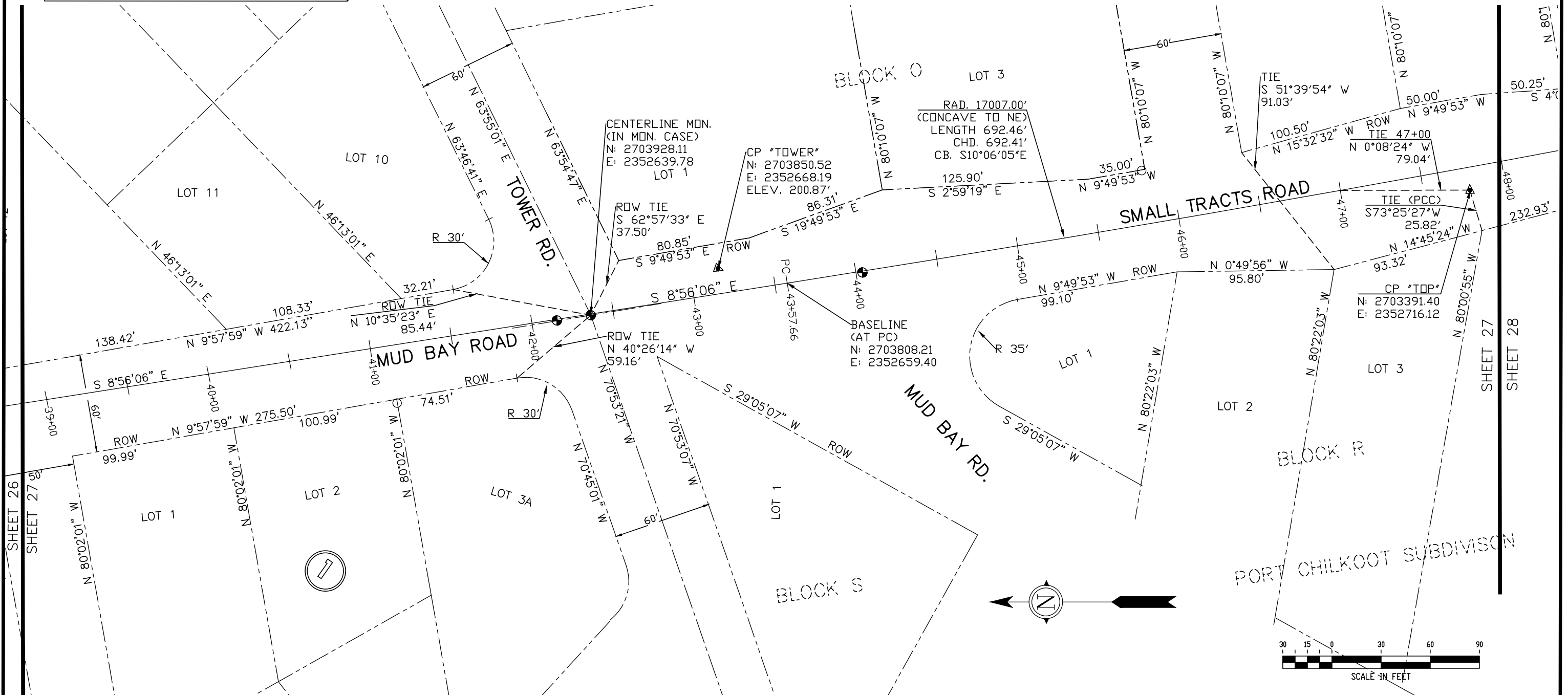
VERTICAL SURVEY CONTROL	
DESCRIPTION	ELEV.
SPIKE IN POWER POLE (ADJ. TO FIRE STATION)	46.81'
CALIF. BONNET BOLT AT HYD. SOUTH DEISHU	62.28'
SPIKE IN SERVICE POLE N. OF 376 MUD BAY RD.	164.55'
MAG. NAIL IN PAVEMENT (CP "TOWER")	200.87'
SPIKE IN SERVICE POLE AT 535 SMALL TRACTS RD.	184.08'

**LEGEND**

- PRIMARY MONUMENT (RECOVERED)
- SECONDARY MONUMENT (RECOVERED)
- CONTROL POINT (MAG. NAIL) SET
- FIRE HYDRANT
- POWER/SERVICE POLE

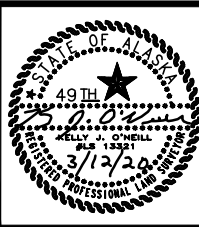
**NOTES**

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BY	DATE	REV	DESCRIPTION OF CHANGE
RECORD OF REVISIONS			



DRAWN: JCH/SO/KO/ACAD  
 CHECKED: KO  
 DATE OF PLAT: FEB. 28, 2020  
 SCALE: 1" = 30'  
 DRAWING NAME: 40107-04KSN-HWY-CONTROL  
 PROJECT NO. 40107-04-00

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 DATE March 12, 2020 *Kelly J. O'Neill*  
 KELLY J. O'NEILL LS 13321

**SURVEY CONTROL MAP**  
 HAINES HIGHWAY TO  
 SMALL TRACTS ROAD  
 CLIENT: proHNS LLC FOR HAINES BOROUGH, ALASKA

SHEET NUMBER
27
OF
28

HORIZONTAL SURVEY CONTROL		
DESCRIPTION	NORTHING	EASTING
GPS 2 "HAINES"	2706760.05	2352199.62
CP "THIRD"	2705784.87	2351971.24
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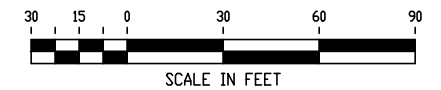
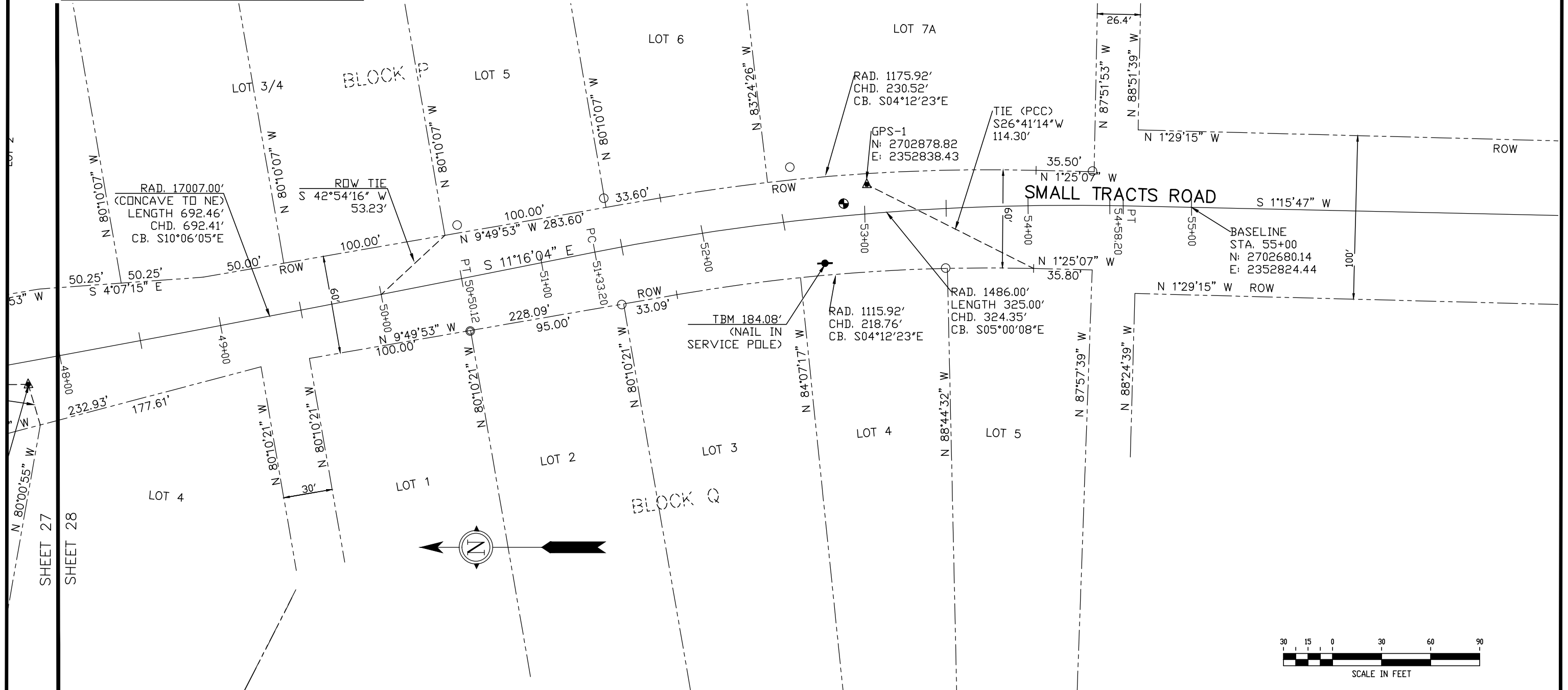
VERTICAL SURVEY CONTROL	
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CALIF. BONNET BOLT AT HYD. SOUTH DEISHU	62.28'
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**LEGEND**

- PRIMARY MONUMENT (RECOVERED)
- SECONDARY MONUMENT (RECOVERED)
- CONTROL POINT (MAG. NAIL) SET
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BY	DATE	REV	DESCRIPTION OF CHANGE
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 DATE OF PLAT: FEB. 28, 2020  
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 March 12, 2020 *K. J. O'Neill*  
 DATE KELLY O'NEILL LS 13321

**SURVEY CONTROL MAP**  
 HAINES HIGHWAY TO  
 SMALL TRACTS ROAD  
 CLIENT: proHNS LLC FOR HAINES BOROUGH, ALASKA

**SHEET NUMBER**  
 28  
 OF  
 28