

# PROJECT MANUAL



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## **DALTON STREET REPAIRS DEC 2020 STORM EVENT 4585DR-AK**

**Haines Borough, AK  
P/W # 00021(437601)**

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**Date of Issue: March 6, 2024**

To be used in conjunction with The State of Alaska, Department of Transportation and Public Facilities, Standard Specifications for Highway Construction, 2020 Edition, and the plans for the above referenced project

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**SECTION 00030  
NOTICE INVITING BIDS**

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

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

The Contract Documents may be viewed and submitted on Bid Express at:

<https://www.bidexpress.com/businesses/56935/home>

**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 Dalton Street Repairs – the work includes restoring Dalton Street back to its pre-disaster design, function and capacity. Additional WORK included addresses overall drainage issues related to the disaster damages on Dalton Street.

The Engineer's Estimate for all the WORK detailed herein is \$1,000,000.00 to \$1,300,000.00.

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

**COMPLETION OF WORK.** The WORK must be completed within 45 Calendar Days of the date on which the Contractor begins physical work activities at the project site or by July 31, 2024, whichever comes first.

**BIDDING, CONTRACT, or TECHNICAL QUESTIONS.** All communications relative to this WORK, prior to opening Bids, shall be posted through the Bid Express Platform. No in person, email, or phone questions will be answered.

**DEADLINE FOR BIDDER QUESTIONS.** 3/20/2024 at 5 p.m. Alaska Time.

**DEADLINE FOR BIDS.** Electronic bid documents shall be submitted electronically through Bid Express prior to **3:30 p.m. Alaska Time 3/27/2024**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be opened in a publicly posted zoom meeting immediately after by the Borough Clerk, Public Facilities Director, and Contracts & Grants Administrator unless otherwise specified.

**BID FOR: P/W # 00021(437601) DALTON STREET REPAIRS**

Bid documents delivered by fax, over the phone, by email, 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 90 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 90 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.

SECTION 00030 – NOTICE INVITING BIDS

OWNER: Haines Borough

By:   
Haines Borough Manager

3/6/24  
Date

Attest:   
Haines Borough Clerk

3/6/24  
Date





**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;

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

- 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):

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

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.

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

- 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).

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

- 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 make a modification to a bid using Bid Express, no later than the deadline for bids.
- The Bid modifications shall be submitted via Bid Express and a copy of the **Bid Modification Form** is located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER.
- 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

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

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 \$25,000 must be approved by the Borough Assembly. After the Borough Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 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.

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

### 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

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

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.



SECTION 00100 – INSTRUCTIONS TO BIDDERS

**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)**

HAINES BOROUGH CLERK'S OFFICE  
FAX NO. 907-766-2716

**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 (indicate +/-)

Base (or 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  
BID**

**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

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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.**

SECTION 00300 – BID

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:

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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

**BID SCHEDULE**

Pay Item No.	Pay Item Description	Unit	Quantity	Unit Price	Amount

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

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

\_\_\_\_\_

**Date:** \_\_\_\_\_ **Bidder:** \_\_\_\_\_  
(Company Name)

**SECTION 00320  
BID BOND**

KNOW ALL PERSONS BY THESE 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:

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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)

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

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

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

**SECTION 00360  
SUBCONTRACTOR REPORT**

**LIST OF SUBCONTRACTORS (AS 36.30.115)**

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract ***on the fifth business day*** following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 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 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: P/W # 00021(437601) DALTON STREET REPAIRS**

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.

SECTION 00370 – CONTRACTOR FINANCIAL RESPONSIBILITY

**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 00380  
NON-COLLUSION AFFIDAVIT



Haines Borough  
NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)  
STATE OF ALASKA)

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Printed Name of Signer) (Printed Name of Business)

Being duly sworn, so depose and state:

That I, or the firm, association or corporation of which I am a member, a bidder on the contract to be awarded, by the Assembly of the HAINES BOROUGH for the contract services designated as:

DALTON STREET REPAIRS  
P/W # 00021(437601)

Located in Haines, Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SECTION 00400  
FEDERAL PROCUREMENT PROVISIONS**

**1.0 TERMINATION FOR CAUSE AND CONVENIENCE**

- A. See Section 00700 General Conditions, Article 15, subsections 15.2 and 15.3 for contract language addressing termination for cause and termination for convenience to address the basis for settlement.

**2.0 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to

## SECTION 00400 – FEDERAL PROCUREMENT PROVISIONS

ascertain compliance with such rules, regulations, and orders.

- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

### 3.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this contract, the contractor will comply with the Contract Work Hours and Safety Standards Act.

- A. *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.
- B. *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 therefor 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 \$27 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.
- C. *Withholding for unpaid wages and liquidated damages.* The Haines Borough shall upon its own action or upon written request of 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 (b)(2) of this section.
- D. *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."
- E. 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.
- F. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

### 4.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTORL ACT

During the performance of this contract, the contractor will comply with the Clean Air Act and Federal Water Pollution Act. The contractor agrees to include these requirements in each

## SECTION 00400 – FEDERAL PROCUREMENT PROVISIONS

subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA:

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the Haines Borough and understands and agrees that the Haines Borough will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- B. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the Haines Borough and understands and agrees that the Haines Borough will, in turn, report each violation as required to assure notification to the State of Alaska, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

### 5.0 DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Haines Borough. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Haines Borough, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

### 6.0 BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## 7.0 PROCUREMENT OF RECOVERED MATERIALS

During the performance of this contract, the contractor agrees as follows:

Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 8.0 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

During the performance of this contract, the contractor agrees as follows:

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. *Prohibitions.*
  1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - I. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - II. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - III. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - IV. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of

## SECTION 00400 – FEDERAL PROCUREMENT PROVISIONS

any system.

### C. *Exceptions.*

1. This clause does not prohibit contractors from providing—
  - I. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - II. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - I. Covered telecommunications equipment or services that:
    - a. Are *not used* as a substantial or essential component of any system; *and*
    - b. Are *not used* as critical technology of any system.
  - II. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### D. *Reporting requirement.*

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - I. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - II. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- E. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

## 9.0 DOMESTIC PREFERENCES FOR PROCUREMENTS

During the performance of this contract, the contractor agrees as follows:

## SECTION 00400 – FEDERAL PROCUREMENT PROVISIONS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

### **10.0 ACCESS TO RECORDS**

During the performance of this contract, the contractor agrees as follows:

The Contractor agrees to provide the Haines Borough, State of Alaska, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Haines Borough and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

### **11.0 DHS SEAL, LOGO, AND FLAGS**

During the performance of this contract, the contractor agrees as follows:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

### **12.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **13.0 NO OBLIGATION BY FEDERAL GOVERNMENT**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **14.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

During the performance of this contract, the contractor agrees as follows:

## SECTION 00400 – FEDERAL PROCUREMENT PROVISIONS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**15.0 FULL AND OPEN COMPETITION.** The OWNER will ensure that procurement is conducted in a manner consistent with the standards outlined in 2 C.F.R. § 200.319 – “Competition”.

### **16.0 AFFIRMATIVE SOCIOECONOMIC STEPS**

During the performance of this contract, the contractor agrees as follows:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.”

### **17.0 COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Haines Borough, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Haines Borough or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Haines Borough data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Haines Borough.”

**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 **P/W # 00021(437601), DALTON STREET REPAIRS.**

**The WORK is generally described as follows:** The WORK covered in the Contract Documents outlines the requirements for Dalton Street Repairs – the work includes restoring Dalton Street back to its pre-disaster design, function and capacity. Additional WORK included addresses overall drainage issues related to the disaster damages on Dalton Street.

The WORK to be paid under this contract shall include either of the following as shown in Section 00310-Bid Schedule.

**ARTICLE 2. CONTRACT TIME AND/OR COMPLETION DATE.**

The WORK must be completed within 45 Calendar Days of the date on which the Contractor begins physical work activities at the project site or by July 31, 2024, whichever comes first.

**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 **\$500.00** for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

**ARTICLE 5. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for **P/W # 00021(437601), DALTON STREET REPAIRS,** 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.

## SECTION 00500 – AGREEMENT

### 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.

Due to funding source, invoicing must not contain percentage profit information.

### 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.
- Federal Procurement Provisions.
- Performance Bond.
- Payment Bond.
- Insurance Certificate(s).
- General Conditions.
- Supplementary General Conditions.
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination.
- Federal Davis Bacon Wage Standards
- Permits.
- Drawings consisting of 12 sheets.
- 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.
- 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

SECTION 00500 – AGREEMENT

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name, Borough Manager)

By: \_\_\_\_\_  
(Printed Name, Title)

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

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

\_\_\_\_\_  
(Signature)

CONTRACTOR'S address for giving notices:

Attest: \_\_\_\_\_  
(Printed Name, Borough Clerk)

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

OWNER's address for giving notices:

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

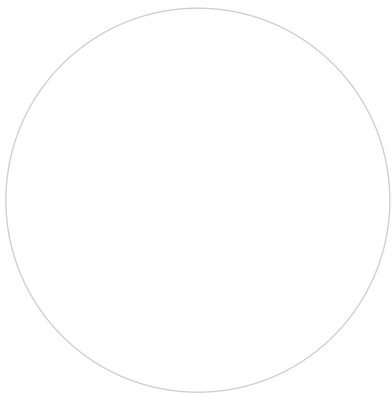
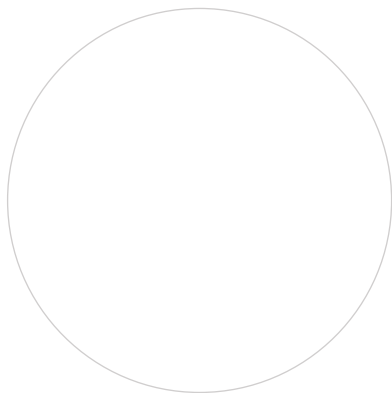
\_\_\_\_\_  
(Phone) (Fax)

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

\_\_\_\_\_  
(E-mail address)

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

\_\_\_\_\_  
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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

SECTION 00500 – AGREEMENT

**CERTIFICATE**

(if Joint Venture)

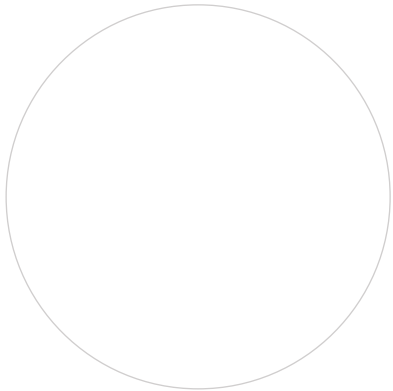
STATE OF )  
COUNTY OF ) SS:  
)

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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



(SEAL)

Secretary: \_\_\_\_\_

**SECTION 00610  
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "PRINCIPAL" and \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_ 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:

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(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 \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_ 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:

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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

**DALTON STREET REPAIRS  
P/W # 00021(437601)**

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: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(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 AND TERMS

The following terms and definitions apply in these Specifications. If a term is not defined, the ordinary, technical, or trade meanings for that term shall apply, within the context in which it is used.

Titles and headings of sections, subsections, and subparts are intended for convenience of reference and will not govern their interpretation.

Cited publications refer to the most recent issue, including interim publications, in effect on the date of the Invitation To Bid, unless specified by year or date.

These Specifications are written to the Bidder or Contractor. Unless otherwise noted, all actions required by the specifications are to be performed by the Bidder, the Contractor, or the Contractor's agent.

Beginning in Division 200 we use imperative mood and active voice to communicate the Contractor's responsibilities in a direct and concise manner. Omission of words or phrases such as "a," "an," "the," "the Contractor shall," "unless otherwise specified," or "unless otherwise directed" is intentional. Interpret the Contract as if they were included.

Beginning in Division 200 whenever anything is, or is to be, done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, determined, designated, directed, disapproved, ordered, permitted, rejected, required, satisfactory, specified, submit, sufficient, suitable, suspended, unacceptable, unsatisfactory, or unsuitable," the expression is to be interpreted as if it were followed by the words "by the Engineer" or "to the Engineer."

#### 1.1 ACRONYMS.

Acronyms used in the Contract include the following (publications and plans are italicized):

AAC	<i>Alaska Administrative Code</i>
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
AKOSH	Alaska Occupational Safety and Health
AS	<i>Alaska Statute</i>
ASDS	<i>Alaska Sign Design Specifications</i>
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing & Materials
ATM	<i>Alaska Test Method (see Alaska Test Methods Manual)</i>
ATSSA	American Traffic Safety Services Association
AWPA	American Wood Protection Association
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
CFR	<i>Code of Federal Regulations</i>
CRSI	Concrete Reinforcing Steel Institute
CSUM	Contingent Sum
CY	Cubic Yard
DEC	Alaska Department of Environmental Conservation
DOLWD	Alaska Department of Labor and Workforce Development
DOT&PF	Alaska Department of Transportation and Public Facilities
EEI	Edison Electrical Institute
EIA	Electronic Industries Association

## SECTION 00700 – GENERAL CONDITIONS

FHWA	Federal Highway Administration
FM	Factory Mutual
FOP	Field Operating Procedure (see Alaska Test Methods Manual)
FSS	Federal Specifications and Standards, General Services Administration
HB	Haines Borough
IMSA	International Municipal Signal Association
ICEA	Insulated Cable Engineers Association
ITE	Institute of Transportation Engineers
LS	Lump Sum
MRP	<i>Mining and Reclamation Plan</i>
MUTCD	<i>Manual on Uniform Traffic Control Devices</i>
NEC	<i>National Electrical Code</i>
NESC	<i>National Electrical Safety Code</i>
NEMA	National Electrical Manufacturers Association
PCB	Polychlorinated biphenyls.
SAE	Society of Automotive Engineers
SF	Square Foot
SSHC	<i>DOT&amp;PF Standard Specifications for Highway Construction</i>
SSPC	Steel Structures Painting Council
SWPPP	<i>Storm Water Pollution Prevention Plan</i>
SY	Square Yard
UL	Underwriters Laboratory
VAC	Voltage Alternating Current
WAQTC	Western Alliance for Quality Transportation Construction (see ATM)

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

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.

**Advertisement** - The public announcement, as required by law, inviting bids for specified work or materials.

**Agreed Price** - An amount negotiated between the Department and the Contractor after Contract award for additional work performed or additional materials supplied under the Contract.

**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.

**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.



## SECTION 00700 – GENERAL CONDITIONS

**Award** - Acceptance of the successful bid by the Department. The award is effective upon execution of the Contract by the Contracting Officer.

**Base Course** - One or more layers of specified material placed on a subbase or subgrade to support a surface course.

**Bid** - The bidder's offer, on the prescribed forms, to perform the specified work at the prices quoted. Also includes the definition of "proposal".

**Bid Bond** - A type of bid guaranty. Also includes the definition of "Bid Guaranty".

**Bidder** - An individual, firm, corporation, joint venture, or any acceptable combination of individuals and entities submitting a bid for the advertised work.

**Bid Forms** - Department-furnished forms that a bidder must complete and submit when making a bid in response to an advertised project. Bid forms may include a bid schedule, certification forms, acknowledgment forms, and other documents.

**Bid Guaranty** - See "Bid Bond"

**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, or The Borough of Haines.

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

**Calendar Day** - Every day shown on the calendar, beginning and ending at midnight. Also includes the definition of "Day".

**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.

**Completion Date** - The date on which all Contract work is specified to be completed.

**Construction Work** - The construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Contract** - The written agreement between the Department and the Contractor setting forth the obligations of the parties for the performance and completion of the work.

The Contract includes the Invitation To Bid, Bid Form, Standard Specifications, Standard Modifications, Special Provisions, Plans, Bid Schedule, Contract Forms, Contract Bonds, Addenda, and any Change Orders, Interim Work Authorizations, Directives, or Supplemental Agreements that are required to complete the work in an acceptable manner, all of which constitute one instrument.

**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.

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**Contract Item (Pay Item)** - A specifically described item of Contract work listed on the Bid Schedule or in a Change Order.

**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, including authorized time extensions.

**Contracting Officer (Procurement Officer)** - The person authorized by the Commissioner of the Department to enter into and administer the Contract on behalf of the Department. The Contracting Officer has authority to make findings, determinations, and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the Invitation To Bid.

**Contractor** - The individual, partnership, corporation, joint-venture or other legal entity with whom the Owner has executed the Agreement.

**Controlling Item** - Any feature of the work considered at the time by the Engineer: (1) essential to the orderly completion of the work and (2) a feature which, if delayed, will delay the time of completion of the Contract (such as an item of work on the critical path of a network schedule).

**Cost** - Amounts actually incurred by the Contractor in the performance of the Contract that are (a) actually reflected in contemporaneously maintained accounting or other financial records and (b) supported by original source documentation. Costs are to be stated in U.S. dollars.

**Culvert** - Any structure not classified as a bridge that provides an opening under the embankment.

**Day** – See “Calendar Day”

**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.

**Department** - The Haines Borough.

**Digital Signature** - An electronic signature that conforms to the Uniform Electronic Transactions Act, AS 09.80.010 et seq.

**Directive** - A written communication to the Contractor from the Engineer enforcing or interpreting a Contract requirement or ordering commencement or suspension of an item of work already established in the Contract. Equivalent to a Field Order.

**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. 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.

**Electronic Bid** - A bid that a bidder (i) prepares on the Department's bid forms accessed through the Department's approved online bidding service and (ii) submits to the Department through use of that bidding service's online submittal process.

**Electronic Mail (Email)** - A system for sending messages from one person to another via

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telecommunications links between computers or terminals using dedicated software.

**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.

**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.

**Equipment** - All machinery, tools, apparatus, and supplies necessary to preserve, maintain, construct, and complete the work.

**Equitable Adjustment** - An increase or decrease in Contract price or time calculated according to the terms of this Contract.

**Extra Work** - An item of work not provided for in the Contract as awarded but found essential by the Engineer for the satisfactory completion of the Contract within its intended scope.

**Federally Assisted Construction Contract** - Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**Field Order** - A written order issued by the Engineer which may or may not involve a change in the WORK. Equivalent to a Directive.

**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.

**Hb Public Facilities Director** - The authorized representative of the Haines Borough, as Owner, who is responsible for administration of the contract.

**Highway, Street, Or Road** - A general term denoting a public way used by vehicles and pedestrians, including the entire area within the right-of-way.

**Holidays** - The Haines Borough legal holidays occur on:

- A. New Year's Day - January 1
- B. President's Day - Third Monday in February
- C. Memorial Day - Last Monday in May
- D. Independence Day - July 4
- E. Labor Day - First Monday in September
- F. Alaska Day - October 18
- G. Veteran's Day - November 11
- H. Thanksgiving Day - Fourth Thursday and the following Friday in November
- I. Christmas Eve – December 24
- 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

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document shall mean the Inspector.

**Interim Work Authorization** - A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

**Invitation To Bid** - The advertisement for bids for all work or materials on which bids are required.

**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.

**Major Contract Item** - A Contract item for which the Contractor's bid amount is 5 percent or more of the total Contract award amount. Determination of a Major Contract Item is made at the time of Award.

**Manual Bid** - A bid that a bidder (i) prepares on the Department's bid forms accessed either through the Department's approved online bidding service or obtained from the Department's Regional Contracts Office and (ii) submits to the Department in physical paper form by hand delivery, U.S. Mail, or courier service.

**Materially Unbalanced Bid** - A mathematically unbalanced bid that either (a) gives rise to a reasonable doubt that it will ultimately result in the lowest overall cost to the Department, even though it may be the lowest bid or (b) is so unbalanced as to be tantamount to allowing a significant advance payment.

**Materials** - Substances specified for use in the construction of the project.

**Mathematically Unbalanced Bid** - A bid (a) where each pay item fails to carry its share of the cost of the work plus the bidder's overhead and profit, or (b) based on nominal prices for some pay items and enhanced prices for other pay items.

**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.

**Minor Contract Item** - A Contract item with a total value of less than 5 percent of the Contract award amount.

**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.

**Original Ground (OG)** - The ground surface prior to the start of work.

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**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.

**Pathway** - A paved or unpaved path for multiple uses.

**Pavement Structure** - The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute the traffic load to the roadbed.

**Payment Bond** - The security furnished by the Contractor and the Contractor's Surety to guarantee payment of all persons who supply labor and material in prosecution of the work provided for in the contract.

**Performance Bond** - The security furnished by the Contractor and the Contractor's Surety to guarantee performance and completion of the work provided for in the contract.

**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.

**Plans** - See "Drawings".

**Preconstruction Conference** - A meeting between the Contractor and the Engineer to discuss the project before the Contractor begins the work.

**Profile** - The vertical elevation of the surface of the layer at the location indicated. On a roadbed it is typically indicated at the longitudinal centerline of the top layer of pavement. On a material or fabrication it may be used to indicate a thickness of material or thickness of a coating.

**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.

**Proposal** - See "Bid".

**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.

**Resources** - Labor, equipment, materials, supplies, tools, transportation, and supervision necessary to perform the work.

**Responsible Bidder** - A bidder that the Department determines has the skill, ability, financial resources, legal capacity to contract, equipment, required licenses, integrity, satisfactory record of performance and that is otherwise fully capable of performing the Contract.

**Responsive Bid** - A bid that the Department determines conforms in all material respects with the solicitation for bids.

**Retainage** - A percentage of a payment established in advance under a contract or subcontract to be withheld from a progress payment due on the contract or subcontract. Payment or a percentage of payment withheld for unsatisfactory performance is not retainage.

**Right-Of-Way** - Land or property or an interest in property available for a project. The uses allowed in portions of right-of-way may be restricted.

**Roadbed** - Graded portion of a highway within top and side slopes, prepared as a foundation for the

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pavement structure and shoulders.

**Roadside** - A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

**Roadway** - Portion of a highway including shoulders, for vehicular use.

**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.

**Shoulder** - Portion of the roadway adjacent to the traveled way for accommodation of stopped vehicles for emergency use, and for lateral support of base and surface courses.

**Sidewalk** - Portion of the project constructed for the exclusive use of pedestrians.

**Special Provision** - Addition or revision that amends or supersedes the Standard Specifications or Standard Modifications, and is applicable to an individual project.

**Specialty Item** - A Contract item identified in the Contract that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract.

**Specifications** - See "Technical Specifications".

**State** - The Haines Borough, acting through its authorized representative.

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

**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.

**Structure** - Bridge, culvert, catch basin, drop inlet, retaining wall, cribbing, manhole, endwall, building, sewer, service pipe, underdrain, foundation drain, or other similar feature that may be encountered in the work.

**Subbase** - Layer of specified material between the subgrade and base course.

**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.

**Subgrade** - The soil or embankment upon which the pavement structure is constructed.

**Subsidiary** - Work or material not measured or paid for directly. Compensation for such work is included in the payment for other items of work.

**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.



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**Superintendent** - The Contractor's authorized representative in responsible charge of the work.

**Supplemental Agreement** - Negotiated written agreement between the Department and the Contractor authorizing performance of work beyond the general scope of, but in conjunction with, the original Contract. Supplemental agreements are new procurements under the State Procurement Code, AS 36.30.

**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.

**Surety** - Corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**Surface Course** - Top homogenous layer of the pavement structure. It is designed to withstand the wear of traffic and the disintegrating effects of climate. Sometimes called the wearing course.

**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. Also includes the definition of "Specifications".

**Traffic Control Plan (TCP)** - One or more project-specific plans detailing the routing of vehicular or pedestrian traffic through or around a construction area including the location of all traffic control devices. TRAIL. An unpaved path for multiple uses.

**Traveled Way** - Portion of the roadway designed for vehicle use, excluding shoulders.

**Utility** - Line, facility, or system for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or other similar commodity, including a publicly owned fire or police signal system, street lighting system, or railroad which directly or indirectly serves the public. Also means a utility company, inclusive of any subsidiary.

**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.

**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.

**Working Days** - Calendar days, except Sundays and state holidays.

**Working Drawings** - Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, wiring diagrams and schematics, traffic control plans, night work lighting plans, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.

## ARTICLE 2. PRELIMINARY MATTERS.

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- 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



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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 it's 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

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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

3.3 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).

3.4 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

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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

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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

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- 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



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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.

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- 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

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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



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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.

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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'

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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

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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

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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



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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

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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.

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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



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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/rbbb.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

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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

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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

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### 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

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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



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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.

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- 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

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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



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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

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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

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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

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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). The current federal prevailing wage rate must also be reviewed, if there is a discrepancy between state and federal prevailing wage rates, then the higher rate must be paid.

### 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



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- 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

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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.

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**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, 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 ORER 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 4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES:** *Add* the following:

- C. Bid Considerations. Bidders shall include in their bid the cost of:
1. All utility work that is specified in the Contract as work to be performed by the Contractor;
  2. Working around or through all permanent and temporary utilities shown on the Plans, in both their present and adjusted positions;
  3. Accommodating the removal, adjustment, or relocation of utilities shown on the Plans by entities other than the Contractor;
  4. Construction and removal of temporary utilities, to provide temporary utility service during the construction or repair of a permanent utility; and
  5. Other utility work not specifically identified as compensable in Subparagraph 4 Compensation.

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The Department will show the approximate locations of utilities it knows to be within the work zone on the Plans. Bidders shall expect that the location, elevation and nature of utilities may vary from what is shown on the Plans and shall factor those contingencies into the bid price. Additional utilities may exist that are not shown on the Plans. Compensation related to utilities not shown on the plans will only be available in accordance with Subparagraph 4 Compensation.

When an entity other than the Contractor is to remove, adjust, or relocate any utility, or perform other utility related work within the project boundaries, the applicable completion dates or specific calendar days to complete the removal, adjustment, relocation, or other utility related work may be stated in Section 651. If no date is stated, the Contractor shall work cooperatively with the utility owner during the Project.

- D. Cooperation with Utility Owners. The Contractor assumes the obligation of coordinating their activities with utility owners, and shall cooperate with utility owners to facilitate removal, adjustment, or relocation operations, avoid duplication of work, and prevent unnecessary interruption of services. When a utility owner is identified in the Contract as being responsible for removing, adjusting, or relocating a utility, the Contractor shall give the utility owner 15 days advance written notice regarding the dates when the utility owner is required to begin and end operations.

The Contractor shall cooperate with utility owners to determine a utility progress schedule for all parties' utility work. The Contractor shall submit the schedule to the Engineer before beginning that portion of utility work. The Contractor shall update the utility progress schedule monthly and shall note time delays and their cause.

Utility owners are not required to work in more than one location at a time, and shall be allowed to complete a specific section of work prior to commencing another section. Utility owners will not normally perform adjustment or relocation of underground utilities when the ground is frozen. Utility owners may prohibit the Contractor, through the Engineer, from working near utilities when the ground is frozen.

The Department has sole discretion to grant permits for utility work within the state right-of-way. The Contractor shall allow parties with utility permits to work and make excavations in the project.

If utility owners do not complete their work in a timely manner, the Engineer may direct the Contractor to temporarily relocate the utilities, to construct new utilities, or to make necessary repairs to complete the utility work.

- E. Utility Work. The Contractor shall:

1. Make all necessary arrangements with utility owners to locate all utilities that may be within an area of work before excavation in that area, in accordance with AS 42.30.400;
2. Provide right-of-way staking and construction staking with lines and grades before excavation in that area;
3. Prevent damage to utilities or utility property within or adjacent to the project;
4. Carefully uncover utilities where they intersect the work;
5. Immediately stop excavating in the vicinity of a utility and notify the Engineer and the utility owner if an underground utility is discovered that was not field marked or was inaccurately field marked;
6. Promptly notify the utility owner and the Engineer in the event of accidental interruption of utility service, and cooperate with the utility owner and the Engineer until service is restored;
7. Take all precautions necessary to protect the safety of workers and the public when performing work involving utilities;



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8. Follow an approved traffic control plan;
9. Keep the length of open trench excavation to a minimum, backfill trenches as work is completed;
10. Cover open trenches with metal plates capable of bearing traffic where traffic will cross trenches;
11. Maintain continuous utility service and install temporary utility systems where needed;
12. Ensure all excavation conforms to AS 42.30.400 – 42.30.490;
13. Ensure all excavation and utility work conforms to excavation requirements in 29 CFR 1926, Subpart P, and confined space requirements in 29 CFR 1926.21(b)(6);
14. Ensure all work undertaken near energized high voltage overhead electrical lines or conductors conforms to AS 18.60.670, AS 18.60.675, AS 18.60.680 or other applicable law;
15. Ensure all work undertaken near energized high voltage underground electric lines or conductors conforms to all applicable laws and safety requirements of the utility owner;
16. When required by the utility owner, provide for a cable watch of overhead power, underground power, telephone, and gas;
17. Obtain plan approval from the local fire authority, and provide for the continued service of fire hydrants, before working around fire hydrants;
18. Do all pressure testing or camera testing required to verify utility acceptance in a timely manner; and
19. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) (Section 641) with their work and the utility companies' work.

### F. Compensation.

1. Except as otherwise specifically provided in this Subparagraph 4, no equitable adjustment will be paid by the Department:
  - a. Due to any variations in location, elevation, and nature of utilities shown on the Plans, or the operation of removing, adjusting, or relocating them;
  - b. For any delays, inconvenience, or damage sustained as a result of interference from utility owners, interference from utilities, or interference from the operation of removing, adjusting, or relocating utilities; or
  - c. For any adjustments or relocations of utilities requested for the Contractor's convenience.
2. Except as otherwise specifically provided in this Subparagraph 4, the Engineer will issue a Change Order with equitable adjustment if:
  - a. Utilities not shown on the Plans require removal, adjustment, or relocation;
  - b. Conflicts occur between utilities not shown on the Plans and other necessary work; or
  - c. Conflicts due to the required elevation of a utility occur between new and existing utilities that are both shown on the Plans.
3. When the Contractor damages utilities, the utility owner may choose to repair the damage or require the Contractor to repair the damage. When the Contractor damages utilities:
  - a. No equitable adjustment will be paid by the Department, and the Contractor shall be solely responsible for repair costs and expenses, when:
    - i. The Contractor failed to obtain field locates before performing the work that resulted in the damage;
    - ii. The utility was field located by the utility owner or operator, and the field locate is accurate within 24 horizontal inches if the utility is buried 10 feet deep or less, or

## SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

- the field locate is accurate within 30 horizontal inches if the utility is buried deeper than 10 feet;
- iii. The plan profile or the field locate does not indicate or inaccurately indicates the elevation of a buried utility;
  - iv. The utility is visible in the field; or
  - v. The Contractor could otherwise reasonably have been aware of the utility.
- b. The Engineer will issue a Change Order with an equitable adjustment for the cost of repairing damage if:
- i. The field locate by the owner or operator of a buried utility erred by more than 24 horizontal inches if the utility is buried 10 feet deep or less, or 30 horizontal inches if the utility is buried deeper than 10 feet;
  - ii. The utility was not shown on the Plans or other Contract documents, and the Contractor could not reasonably have been expected to be aware of the utility's existence; or
  - iii. The Contractor made a written request for a field locate in accordance with AS 42.30.400, the utility owner did not locate the utility in accordance with AS 42.30.410, and the Contractor could not reasonably have been expected to be aware of the utility's existence or location.
4. If a delay is caused by a utility owner, is beyond the control of the Contractor, and is not the result of the Contractor's fault or negligence, the Engineer may issue a Change Order with an equitable adjustment to contract time, but no equitable adjustment will be made for the cost of delay, inconvenience or damage. Additional contract time may be granted if the cause of delay is because a utility owner is to perform utility work:
- a. By dates stated in the Special Provisions, and the utility work is not completed by the dates stated; or
  - b. In cooperation with the Contractor, and the utility owner does not complete the work in a timely manner, based on a written progress schedule agreed upon by the Contractor and the utility owner.
5. If the Engineer orders the Contractor to make necessary construction or repairs due to incomplete utility work by utility owners, the Contractor will be paid as specifically provided for in the Contract, or the Engineer will issue a Change Order with equitable adjustment.

**SGC 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS.** The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.

**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

SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

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<br>\$2,000,000.00 Annual Aggregate |
| 2. Products/Completed Operations | \$1,000,000.00 Each Occurrence<br>\$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 6.1 SUPERVISION AND SUPERINTENDENCE.** **Add** the following to paragraph A:

The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Engineer, Department staff, and other contractors in every way possible.

**Add** the following to paragraph C:

The Contractor shall provide 24-hour contact information for the Superintendent. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Engineer, to supervise workers and to coordinate the work of subcontractors.

**SGC 6.2 LABOR, MATERIALS, AND EQUIPMENT.** **Add** the following paragraph:

H. Work performed and materials furnished shall conform to the Plans and Specifications and approved Working Drawings and be within specified tolerances. When tolerances are not specified, the Engineer will determine the limits allowed in each case.

All work or material not conforming to the Plans and Specifications and approved Working Drawings is considered unacceptable unless the Engineer finds that reasonably acceptable work

## SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

has been produced. In this event, the Engineer may allow non-conforming work or material to remain in place, but at a reduced price. The Engineer will document the basis of acceptance and payment by Change Order, unless the contract specifies a method to adjust the price of that item.

The failure of the Department to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances.

**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 and listed in section 00852

*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.

*Add the following Supplementary General Condition:*

### **SGC 6.21 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the entire highway and related highway facilities located within the project (between the beginning of project and end of project shown on the Plans) from the date construction begins until the Contractor receives a letter of project completion. The Contractor shall maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in satisfactory condition at all times. The Contractor shall maintain those areas outside the project that are affected by the work, such as haul routes, detour routes, structures, material sites, and equipment storage sites during periods of their use.

The Engineer may relieve the Contractor of this maintenance responsibility for specified portions of the project for any of the following:

- a. During a seasonal suspension of work (Subsection 643-3.07)
- b. Following partial completion.
- c. Following project completion.

The Department is responsible for routine snow removal and ice control only on those portions of the project that the Department accepts for maintenance and that are open for public use.

The Contractor shall maintain previously constructed work until a subsequent course, layer, or structure covers that work. The Contractor shall repair damage done to the work as described in Subsection 107-1.15.

All costs of maintenance work shall be subsidiary to the prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

If in the Engineer's opinion, the Contractor at any time fails to provide adequate maintenance, the Engineer will notify the Contractor of such noncompliance. The notification will specify the areas or structures for which there is inadequate maintenance, the corrective maintenance required, and the time allowed to complete corrective maintenance. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

## SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

- a. Suspend the work until corrective maintenance is completed;
- b. Assess a traffic price adjustment against the Contract Amount when an adjustment rate is specified in the Contract; and
- c. Employ others for corrective maintenance and deduct the cost from the Contract amount.

### **SGC 9.2 VISITS TO SITE.** *Add the following:*

The Engineer may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business.

The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor, including cost or pricing data

### **SGC 9.3 PROJECT REPRESENTATION.** *Add the following:*

The Department's inspectors are authorized to examine all work done and materials furnished, but cannot approve work or materials. Only the Engineer can approve work or materials. The inspectors can reject work or materials until any issues can be referred to and decided by the Engineer. The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

### **SGC 9.9 AUTHORIZED VARIATIONS IN WORK.** *Add the following:*

The ENGINEER may issue directives enforcing or interpreting a Contract requirement or ordering commencement or suspension of an item of work already established in the Contract.

### **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.

### **SGC 15.1 SUSPENSION OF WORK BY OWNER.** *Add the following:*

The Engineer has authority to suspend work for reasons listed under articles 9 and 15. If the suspension of work is to protect the traveling public from imminent harm, the Engineer may orally order the suspension of work. Following an oral order of suspension, the Engineer will promptly give written notice of suspension to the Contractor. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until it is corrected; and
2. Employ others to correct the condition and deduct the cost from the Contract amount.

*Add the following Supplementary General Conditions:*

SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

**SGC 17 GENERAL INFORMATION.** This contract is paid through 90% Federal and 10% State funds under Disaster DR-4585-AK.

**SGC 18 TAX CLEARANCE REQUEST FORM.** To ensure compliance with AS 23.20.265, the CONTRACTOR shall complete a “Tax Clearance Request Form for Contractors” and submit to the Alaska Department of Labor and Workforce Development. The completed Tax Clearance form should be uploaded to Bid Express platform with your bid.

**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 current federal prevailing wage rate must also be reviewed, if there is a discrepancy between state and federal prevailing wage rates, then the higher rate must be paid.

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 00852  
PERMITS**

**PART 1 - GENERAL**

**1.1 PERMITS THAT MAY BE REQUIRED**

- A. If the CONTRACTOR anticipates performing excavation dewatering with 1,500 feet of an Alaska Department of Environmental Conservation (ADEC)-identified contaminated site or groundwater plume, the CONTRACTOR shall obtain an AKG002000 Excavation Dewatering General Permit for this project and pay the associated permit fee.
- B. If required per 11 AAC 93.035(a)(b) and 11 AAC 93.220, the CONTRACTOR shall obtain a State of Alaska Department of Natural Resources (DNR) Temporary Water Use Authorization (TWUA) for this project and pay the associated permit fee.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**



**SECTION 00900**  
**BREACH OF CONTRACT PROCEDURES**

**1.0 BREACH OF CONTRACT PROCEDURES**

- A. A bidder/proposer who is determined not in compliance with the requirements of the applicable regulations and code, or these specifications will not be awarded this contract. Noncompliance after award of the contract constitutes a breach of the contract and may result in termination of the contract or other appropriate remedy for such breach.
- B. Unless otherwise provided in this Contract, all claims, counter-claims, disputes and other matters in question between “applicant” and the Contractor, arising out of or relating to this Contract, or the breach of it, shall be governed in the federal district court for the District of Alaska or the state courts for the First Judicial District, State of Alaska.

## **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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### DALTON STREET REPAIRS DEC 2020 STORM EVENT 4585DR-AK

Haines Borough, AK  
P/W # 00021(437601)

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**Engineer of Record:**



Garret K. Gladsjo, PE  
219 Main Street #13  
Haines, AK 99827  
907-780-4004  
[garret@proHNS.com](mailto:garret@proHNS.com)

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SPECIAL PROVISIONS

**DIVISION 100 – GENERAL PROVISIONS**

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DEFINITIONS AND TERMS**

**SPECIAL PROVISIONS**

Delete section 101 in its entirety:



SPECIAL PROVISIONS

**SECTION 102**  
**BIDDING REQUIREMENTS AND CONDITIONS**

**SPECIAL PROVISION**

Delete section 102 in its entirety:

SPECIAL PROVISIONS

**SECTION 103**  
**AWARD AND EXECUTION OF CONTRACT**

**SPECIAL PROVISION**

Delete section 103 in its entirety:

SPECIAL PROVISIONS

**SECTION 104  
SCOPE OF WORK**

**SPECIAL PROVISION**

Delete section 104 in its entirety:

SPECIAL PROVISIONS

**SECTION 105  
CONTROL OF WORK**

**SPECIAL PROVISION**

Delete section 105 in its entirety:

SPECIAL PROVISIONS

**SECTION 106  
CONTROL OF MATERIAL**

**SPECIAL PROVISION**

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** Delete in its entirety:

**106-1.03 TESTING AND ACCEPTANCE.** Add the following:

When ATM 207 is specified, Method D will be performed unless otherwise stated.

SPECIAL PROVISIONS

**SECTION 108  
PROSECUTION AND PROGRESS**

**SPECIAL PROVISION**

Delete section 108 in its entirety:

## SPECIAL PROVISIONS

### SECTION 109 MEASUREMENT AND PAYMENT

#### SPECIAL PROVISION

##### **109-1.02 MEASUREMENT OF QUANTITIES.** Replace 3. Cubic Yard (yd3) with the following:

3. Cubic Yard (yd3). Use method c, below, for measurement of cubic yard based pay items. Methods a through b and d through e shall only be used with prior written approval of the Engineer.

a. Average End Area. End area is the calculated area between original ground cross section and either the design cross section or at the Engineer's discretion the final cross section. Volume of material is calculated using the average of end areas multiplied by the distance along centerline between end areas. In extreme cases where most of the earthwork lies along a single horizontal curve the Engineer may compute volume using the average of end areas multiplied by the distance along centroid of cross section between end areas.

b. Three-Dimensional. Where it is impractical to measure material by cross sectioning due to erratic location of isolated deposits, acceptable methods involving three-dimensional measurements may be used.

c. Neat Line. Measured according to neat lines shown on the Plans and Estimate of Quantities or as altered to fit field conditions.

d. Nominal. Volume calculated as nominal width times nominal thickness times the average length of each piece.

e. Weight. With the Engineer's written approval, material that is specified to be measured by volume may be weighed and converted to volume for payment purposes. The Engineer will determine the appropriate conversion factors. When liquid asphalt is a pay item, ASTM D4311 will be used to convert from weight to volume at 60 °F.

##### **109-1.08 FINAL PAYEMENT** Add the following after the fifth paragraph of this subsection:

On federally funded projects, if DOLWD Wage and Hour Administration notifies the Department of a pending prevailing wage investigation, and that the investigation is preventing the closing out of the project, the Contractor may place the notified amount in escrow under Wage and Hour for the exclusive purpose of satisfying unpaid prevailing wages. Upon receipt of notice from Wage and Hour that the contractor has satisfactorily transferred the necessary funds into escrow, the Department will proceed to issue final payment.

SPECIAL PROVISIONS

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

**SPECIAL PROVISION**

Delete section 120 in its entirety:



SPECIAL PROVISIONS

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

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

## SPECIAL PROVISIONS

### SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### SPECIAL PROVISIONS

##### **202-3.03 REMOVAL OF BRIDGES, CULVERTS, AND OTHER DRAINAGE STRUCTURES.**

Add the following at the end of 1. Culverts and Minor Structures:

Shoring is required if excavation is within five feet (5') of overhead utility poles. Prior to shoring, the Contractor shall provide the serving-utility with the proposed method in writing for utility approval seven (7) days prior to installing shoring. Contractor to coordinate with the serving utility for on-site inspection seven (7) days prior to backfilling around overhead poles to confirm that the poles are plumb and surrounding embankment is compacted to their specifications.

##### **202-3.05 REMOVAL OF PAVEMENT, SIDEWALKS, AND CURBS** Add the following:

Phase the removal of pavement, sidewalks, curb ramps, and curbs so an accessible route (conforming to the ADA Standards for Transportation Facilities 2006) exists for pedestrians along the project corridor, adjacent streets, and adjacent buildings. Show the accessible route on the Traffic Control Plan covering the work. Do not remove curb ramps until the detectable warning plates for the new curb ramps are available on the project site.

Handle, transport, and store materials according the Alaska Department of Environmental Conservation (DEC) regulations. Dispose of asphalt material not accepted by the maintenance yard, not used in the project, and not wanted by the Contractor according to Subsection 3.09.

Removed Portland cement concrete pavement material, including sidewalks, curbs and patches, are the property of the Contractor.

##### **202-4.01 METHOD OF MEASUREMENT** Add the following:

Materials identified to be salvaged and reinstalled as shown in the Drawings will not be measured for payment.

##### **202-5.01 BASIS OF PAYMENT** Add the following:

The salvage and reinstallation of identified materials, shall be considered subsidiary to the Work.

Removal, disposal or abandonment and capping of 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.

#### STANDARD MODIFICATION

**202-5.01 BASIS OF PAYMENT.** In the first paragraph, replace the words "and 22.0013.\_\_\_\_."  
with the following:  
"and 202.0013.\_\_\_\_."

In the fourth paragraph, replace the words "Items 020.0014.\_\_\_\_" with the following:  
"Items 202.0014.\_\_\_\_"

## SPECIAL PROVISIONS

### SECTION 203 EXCAVATION AND EMBANKMENT

#### SPECIAL PROVISIONS

**203-1.01 DESCRIPTION.** Add the following:

Work under this section includes the restoration, shaping, and/or grading of disturbed areas to match existing site topography and ensure positive drainage away from private structures that are outside the finished grade work limits shown in the Drawings. This includes the restoration of ditches, swales, or other drainage ways disturbed by the Contractor's means and methods to preconstruction conditions unless otherwise shown in the Drawings or directed by the Engineer.

**203-2.01 MATERIALS.** Delete item 3. Borrow. in its entirety and replace with the following:

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

Add the following:

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

Native material is considered suitable if it meets the requirements of Selected Material, Type C (703-2.07).

Do not use excavated native material if it does not meet the requirements of Selected Material, Type C (703-2.07).

#### STANDARD MODIFICATION

**203-3.04 COMPACTION WITH MOISTURE AND DENSITY CONTROL.** In the second paragraph of this subsection, delete the words "and ATM 214".

#### SPECIAL PROVISIONS

**203-2.01 MATERIALS.** Add the following:

Native material is considered suitable if it meets the requirement of Selected Material, Type C (703-2.07)

Do not use excavated native material if it does not meet the requirement of Selected Material, Type C (703-2.07)

Borrow shall meet the requirements of 703-2.07 Selected Material, Type B.

**203-4.01 METHOD OF MEASUREMENT** Add the following:

Stockpiling, hauling, placement, and multiple handlings of suitable material generated from excavation activities will not be measured for payment.

**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 considered subsidiary to other Work.

**203-5.01 BASIS OF PAYMENT.** Add the following to the end of this subsection:

## SPECIAL PROVISIONS

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.

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

## SPECIAL PROVISIONS

### 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 (703-2.05) for bedding material, unless otherwise approved by the Engineer.

Use suitable excavated native material for the remainder of the backfill. Native material is considered suitable for backfill if it meets the requirements of Selected Material, Type C (703-2.07).

Do not use excavated native material if it does not meet the requirements of Selected Material, Type C (703-2.07).

Use all suitable material from excavation for backfill prior to using material from another source.

Use bedding material, and backfill material within the pavement structure, meeting the requirements for the applicable lift of material.

For imported backfill, meet the requirements in Subsection 203-2.01 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.

## SPECIAL PROVISIONS

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

**204-4.01 METHOD OF MEASUREMENT** Delete this subsection in its entirety and replace with the following:

Work under this section will not be measured for payment.

**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.

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

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.

SPECIAL PROVISIONS

**DIVISION 300 – BASES**

**SECTION 301  
AGGREGATE BASE AND SURFACE COURSE**

**STANDARD MODIFICATION**

**301-3.03 SHAPING AND COMPACTION.** *In the second paragraph of this subsection, delete the words “and ATM 214”.*

## SPECIAL PROVISIONS

### 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 ditch reconditioning where shown in the Drawings prior to placement of shouldering materials.

Work under this section includes the excavation and shaping of ditches as shown in the Drawings.

**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.

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

Native material from excavation is considered suitable if it meets the requirements of Selected Material, Type C (703-2.07).

Do not use excavated native material if it does not meet the requirements of Selected Material, Type C (703-2.07), unless otherwise approved by the Engineer.

**303-4.01 METHOD OF MEASUREMENT.** Delete this subsection in its entirety and replace with the following:

Ditch Reconditioning. Measured along the flow line of the ditch.

**303-5.01 BASIS OF PAYMENT.** Add the following:

All, sheeting, shoring, bracing, stockpiling, excavation, backfill and imported backfill shall be subsidiary to the Work under Section 303 and will not be paid for.

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

The application of Hydraulic Growth Medium, grass seed, and soil stabilization is subsidiary to the Work

Payment will be made under:

Add the following:

PAY ITEM		
Item Number	Item Description	Unit
303.2003.____	Ditch Reconditioning	LF



SPECIAL PROVISIONS

**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.

## SPECIAL PROVISIONS

# DIVISION 400 – ASPHALT PAVEMENTS AND SURFACE TREATMENTS

## SECTION 401 HOT MIX ASPHALT PAVEMENT

### SPECIAL PROVISIONS

**401-2.01 ASPHALT BINDER.** Delete this subsection in its entirety and replace with the following:

Conform to Subsection 702-2.01. Asphalt binder may be conditionally accepted at the source providing a manufacturers certification of compliance according to Subsection 106-1.05, and test results of the applicable requirements of Section 702.

**401-2.07 AGGREGATES.** Delete this subsection in its entirety and replace with the following:

Conform to Subsection 703-2.04. Use a minimum of three stockpiles of aggregate.

**401-2.09 JOB MIX DESIGN.** Delete this subsection in its entirety and replace with the following:

Provide target values for gradation that satisfy both the broad band gradation limits shown in Table 703-4 and the requirements of Table 401-1, for the Type and Class of HMA specified.

**TABLE 401-1  
HMA MARSHALL DESIGN REQUIREMENTS**

DESIGN PARAMETER	CLASS "A"	CLASS "B"
HMA (Including Asphalt Binder)		
Stability, Pounds	1800 Min.	1200 Min.
Flow, 0.01 Inch	8 – 14	8 - 16
Voids in Total Mix (VTM), %	3.0 – 4.0	3.0 – 4.0
Compaction, Number of Blows Each Side of Test Specimen	75	50
Asphalt Binder		
Voids Filled with Asphalt (VFA), %	65 - 75	65 - 78
Asphalt Content, Min. %	5.0	5.0
Dust-Asphalt Ratio*	0.6 - 1.4	0.6 - 1.4
Voids in the Mineral Aggregate (VMA), %, Min.		
Type I	12.0	11.0
Type II	13.0	12.0
Type III	14.0	13.0
Liquid Anti-Strip Additive**, %	0.30	0.30
RAP, %, Max.	5.0	10.0

\*Dust-Asphalt ratio is the percent of material passing the No. 200 sieve divided by the percent of effective asphalt binder (calculated by weight).

\*\* By Weight of Asphalt Binder

The approved JMD will specify the Target Values (TV) for gradation, the TV for asphalt binder content, the Maximum Specific Gravity (MSG) of the HMA, the additives, and the recommended mixing temperature range.

Submit the following to the Engineer at least 30 days before the production of HMA:

## SPECIAL PROVISIONS

1. letter stating the location, size, and type of mixing plant. The letter shall state whether or not WMA, RAP, or both will be used. The letter shall include the proposed gradation for the JMD, gradations for individual stockpiles, and the blend ratio of each aggregate stockpile.
2. When requested by the Engineer, representative samples of each aggregate (coarse, intermediate, fine, blend material and mineral filler, if any) in the proposed mix design. Furnish a total of 350 pounds of material in the proportional amounts in the proposed JMD.
3. When requested by the Engineer, five separate 1-gallon samples of the asphalt binder proposed for use in the HMA. Include name of product, manufacturer, test results of the applicable quality requirements of Subsection 702- 2.01, manufacturer's certificate of compliance according to Subsection 106-1.05, a temperature viscosity curve for the asphalt binder or manufacturer's recommended mixing and compaction temperatures, and current Material Safety Data Sheet.
4. When requested by the Engineer, one sample, minimum one pint, of the anti-strip additive proposed, including name of product, manufacturer, and manufacturer's data sheet, and current Material Safety Data Sheet.
5. Testing results per Subsection 106-1.03.1 for each aggregate type proposed for use.
6. If applicable, a letter stating the WMA technology (Subsection 702-2.07) to be used, location where additive will be introduced and manufacturer's recommended usage rate for each type of HMA. Provide a written proposal describing the technology and products to be used, the production details, the expected mixing and compaction temperatures, specialized Asphalt Mixing Plant modifications, and testing items that require special attention during WMA production and placement, including compatibility of additives to the asphalt cement and its constituents.

The mix design requirements for conventional HMA apply to the development of a WMA mix design, unless the WMA technology warrants modifications to the mix design process that is justified in the written proposal.

For WMA using chemical or mineral additives, submit a sample of the additive as the mix design will be checked with the additive in the mixture to determine if an adjustment in mix proportioning is necessary to achieve the same or similar properties and performance as conventional HMA.

7. If applicable, and when requested by the Engineer, representative samples of any RAP proposed for use. Furnish a minimum of 200-pound sample of proposed RAP.

The Engineer will evaluate the material and the proposed gradation using ATM 417 and the requirements of Table 401-1 for the appropriate Type and Class of HMA specified, and establish the approved JMD which will become a part of the Contract.

Obtain an approved JMD prior to shipment of aggregates to an asphalt plant site and producing HMA for payment.

1. Contractor Mix Design. Furnish a JMD following the requirements specified in this section. Submit the JMD to the Engineer at least 30 working days before HMA production. Submit samples to the Engineer upon request for JMD verification testing.

## SPECIAL PROVISIONS

All Contractor-furnished JMDs shall be sealed by a Professional Engineer registered in the State of Alaska. The Professional Engineer shall certify that the JMD was performed according to the specified procedures, and meets all project specifications.

2. Changes. Submit a new JMD with changes noted and new samples in the same manner as the original JMD submittal when:
  - a. The results of the JMD evaluation do not achieve the requirements specified in Table 401-1
  - b. The asphalt binder source is changed
  - c. The source of aggregate, aggregate quality, or gradation is changed

Changes to the JMD apply only to HMA produced after the approval of changes.

**401-4.01 METHOD OF MEASUREMENT.** Replace 2. Asphalt Binder. a. Method 1: with the following:

- a. Method 1: Multiply the total HMA weight placed on the project and accepted by the Engineer, by the percent of asphalt binder listed as the target value for asphalt binder in the Engineer approved JMD for the project.

SPECIAL PROVISIONS

**DIVISION 500 – STRUCTURES**

**SECTION 550  
COMMERCIAL CONCRETE**

**SPECIAL PROVISIONS**

**550-2.01 MATERIALS.** Add the following:

Synthetic Fiber Reinforcement

Subsection 711-2.03

**550-2.02 COMPOSITION OF MIXTURE – JOB MIX DESIGN.** Add the following to Table 550-1:

Synthetic Fiber Reinforcement	1.5 lb/CY	1.5 lb/CY
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SPECIAL PROVISIONS

**DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

**SECTION 603  
CULVERTS AND STORM DRAINS**

**SPECIAL PROVISIONS**

**603-2.01 MATERIALS.** Add the following:

Corrugated Polypropylene Pipe

Subsection 706-2.09

When Item 603.0021.\_\_\_\_, Corrugated Polyethylene Pipe \_\_\_\_ Inch, is listed in the bid schedule, furnish either Corrugated Polyethylene Pipe or Corrugated Polypropylene Pipe.

**603-5.01 BASIS OF PAYMENT.** Delete the second paragraph and replace with the following:

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

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

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.

## SPECIAL PROVISIONS

### SECTION 604 MANHOLES AND INLETS

#### SPECIAL PROVISION

##### **604-1.01 DESCRIPTION.** Add the following:

Work under this Section includes replacing or installing new 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. Work under this Section also includes constructing concrete headwalls as shown in the Drawings.

##### **604-2.01 MATERIALS.** Delete the line for Concrete and replace with the following:

Cast-in-Place Concrete

Section 550, Class B

##### Add the following:

Rubber Adjustment Rings

INFRA-RISER® or Approved Equal

Use bedding and backfill material meeting 204-2.01.

##### **604-3.01 CONSTRUCTION REQUIREMENTS.** Add the following to the end of this subsection:

For new construction of manholes and inlets use a rubber adjustment riser with a maximum of one concrete grade ring to bring the frame to grade.

For adjusting existing manholes and inlets, remove all existing grade rings and clean the top of the structure of all grout, adhesive, and loose material. Use a rubber adjustment riser with a maximum of two concrete grade rings to bring the frame to grade. Do not re-use existing grade rings.

Use rubber adjustment risers for the top riser. Use Infra-Riser by EJ, FlexORing by American Highway Products, Rubber Riser Rings by Sealing Systems Inc., Pro-Ring by Cretex Specialty Products, or approved equal rubber or recycled rubber adjustment risers, tapered to match the roadway slope. Seal rubber adjustment risers in place according to the manufacturer's written instructions.

Use concrete grade rings with a maximum height of 4 inches, meeting AASHTO M 199 or ASTM C478. Seal concrete grade rings to the manhole cone, and seal between concrete grade rings with a preformed flexible joint sealant meeting ASTM C990. Install preformed flexible joint sealant according the joint sealant manufacturer's written instructions. Make all seals watertight.

Construct concrete headwalls as shown in the Drawings.

Extend all pipes into manholes and inlets 1" (min) to 3" (max) beyond the inside wall face of the structure.

Excavation and backfill to meet the requirements of section 204.

##### **604-4.01 METHOD OF MEASUREMENT.** Add the following:

Work associated with procuring and installing new frames and lids as shown in the Drawings will not be measured for payment.

##### **604-5.01 BASIS OF PAYMENT.** Delete the first paragraph and replace with the following:

All, sheeting, shoring, bracing, stockpiling, excavation, bedding, and backfill shall be subsidiary to the Work under Section 604 and will not be paid for.

## SPECIAL PROVISIONS

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

Work associated with procuring and installing new frames and lids as shown in the Drawings shall be subsidiary to other work.

Add the following:

PAY ITEM		
Item Number	Item Description	Unit
604.2008.0000	Headwall Concrete, without Hinged Trash Rack	Each



## SPECIAL PROVISIONS

### SECTION 608 SIDEWALKS

#### STANDARD MODIFICATION

**608-3.01 CONCRETE SIDEWALKS.** Add the following to the end of this subsection:

The Engineer will test the finished surface with a 10-foot straightedge. Variations of more than 1/4-inch from the edge of the straightedge across or along the sidewalk surface, except at grade changes, are unacceptable. Portions of the sidewalk surface and pedestrian ramps less than 10 feet in width or length may be tested using a shorter straightedge.

#### SPECIAL PROVISIONS

**608-4.01 METHOD OF MEASUREMENT.** Delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs and replace with the following:

Concrete Sidewalk. By area of finished surface, including driveway cuts, driveway cut ramps, and other ramps as shown in the Drawings.

**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) in Section 301.

## SPECIAL PROVISIONS

### SECTION 609 CURBING

#### SPECIAL PROVISIONS

**609-3.02 CAST-IN-PLACE CONCRTE CURBING.** Add the following to the end of this Subsection:

Cast-In-Place concrete curbing includes standard curb & gutter and gutter as shown in the Plans.

Standard curb and gutter includes depressed curb through driveway cuts and curb ramps.

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 this subsection in its entirety 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 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 this Subsection:

Base course placed under curbing to the limits shown in the Drawings shall be paid for under its' respective Bid Item(s) in Section 301.

## SPECIAL PROVISIONS

### SECTION 618 SEEDING

#### SPECIAL PROVISIONS

##### **618-1.01 DESCRIPTION.** Add the following:

The work in this section also includes furnishing and hydraulically applying a high performance growth medium and/or mulch to encourage soil stabilization.

The Contractor shall permanently stabilize all earthen areas disturbed by the Work, including those areas not shown in the plans but disturbed as a result of the Contractors means and methods, by applying an approved hydraulic growth medium, soil stabilization material, and grass seed to disturbed areas. The Engineer shall deem disturbed areas to have reached acceptable permanent stabilization conditions when vegetation (e.g., grass) has reached 70% or better coverage within the disturbance limits. Multiple applications of water, fertilizer, grass seed, HGM, and soil stabilization material may be required to achieve 70% vegetative coverage. All initial and follow up applications shall be considered subsidiary to the Work.

##### **618-2.01 MATERIALS.** Add the following to the list of material specifications:

Soil Stabilization Material                      Section 727 (Stabilization Material)

##### Add the following:

Hydraulic Growth Medium (HGM). HGM shall be biotic-active hydraulically applied mulch such as 'Verdyol Biotic Black Earth', or an approved equal. Any approved equal must include the following material composition:

##### Material Composition:

- 40% by volume of thermally and mechanically processed straw and flexible flax fibers
- 57% by volume of professional grade sphagnum peat moss
- 1.26% by volume other valuable tracer minerals, sugars, starches, proteins, fiber and 16 amino acids including folic acid, Vitamin A, triaconnatol growth stimulants/regulators
- <1% by volume of fungal mycorrhizae and plant beneficial bacteria

##### Laboratory Analysis:

- Total Organic Matter Content = >95%
- Carbon: Nitrogen Ratio = 31:1
- Moisture Content = 44.5% +/- 5%
- pH = 5.5 (Saturated Media Extract Method)

##### **618-3.03 APPLICATION.** Delete the 1<sup>st</sup> paragraph and replace with the following:

Apply seed mix, fertilizer, and stabilization material at the rate specified by product manufacturers.

##### Add the following after the 3<sup>d</sup> paragraph:

Use a two-pass application method to hydraulically apply HGM prior to application of an approved soil stabilization material or equal erosion control medium. Seed mix and fertilizer shall be applied as required by the manufacturer, either with the HGM or with the soil stabilization material.

##### Delete item 2. Dry Methods in its' entirety.

##### Add the following numbered item 3.:

## SPECIAL PROVISIONS

### 3. Hydraulic Growth Medium.

The area where the hydraulic growth medium (HGM) is to be sprayed should be inspected to evaluate the need of tillage operations before application. If tillage is required, the soil should be loosened to a minimum depth of 6 inches before the application commences. Tillage of the HGM into the subsoil is strictly not recommended as the HGM needs to be near the subsurface to be effective.

As a quality assurance method, the area should be measured and stick delineated that matches the tank capacity of the hydroseeder equipment. The hydroseeder operator must assure to totally empty the hydroseeder tank in the delineated area. This warrants that the soil equivalent dose is applied according to specification and homogenously distributed. Prior to the application, the soil must be inspected to evaluate the need for tillage (as described above). It is ideal to spray the material over a roughened area that allows the organic matrix or soil equivalent to stick on the soil. To ensure even coverage the topsoil equivalent shall be sprayed in two directions. Avoid overspray onto the road, riprap, plantings, and other improvements. All new plantings must be protected from overspray. Avoid spray on days of severe rains.

*Add the following to the end of Subsection 618-3.03:*

**TABLE 618-1  
APPLICATION RATES**

COMPONENT	INGREDIENTS	APPLICATION RATE (PER 1000 SF)
<b>Seeding, Schedule A</b>	'Norcoast' Bering Hairgrass 'Arctared' Red Fescue 'Egan' American Sloughgrass 'Caiggluk' Tilesius Wormwood 'Sourdough' Bluejoint Reedgrass 'Lupinus Nootkatensis' Nootka Lupine 'Aquilegia Formosa' Western Columbine	8 oz. 4 oz. 1.5 oz. 1.5 oz. 1 oz. 1 oz. <u>0.1 oz.</u> Total = 1 lb 1.1 oz.
<b>Fertilizer</b>	10-10-10-8.5S	5 lb.
<b>Soil Stabilization Material</b>	Hydraulic Growth Medium (HGM) Erosion Control Medium	Manufacturer's Specifications

Do not remove tags from seed mix bags.

**618-5.01 BASIS OF PAYMENT.** *Delete this subsection in its entirety and replace with the following:*

Soil preparation, mulching, fertilizer, water, and hydraulic growth medium, shall be considered subsidiary.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
618.0005._____	Seeding	LS

SPECIAL PROVISIONS

**SECTION 619  
SOIL STABILIZATION**

**SPECIAL PROVISIONS**

**619-4.01 METHOD OF MEASUREMENT.** Delete subsection 619-4.01 in its entirety and replace with the following:

Work under this section will not be measured for payment.

**619-5.01 BASIS OF PAYMENT.** Delete subsection 619-5.01 in its entirety and replace with the following:

Water, maintenance, and repair are subsidiary.

All Work under Section 619 shall be subsidiary to Work under other pay items.

## SPECIAL PROVISIONS

### SPECIAL PROVISIONS

Delete Section 626 Sanitary Sewer System in its entirety and replace with the following:

#### SECTION 626 SANITARY SEWER SYSTEM

**626-1.01 DESCRIPTION.** The work under this section includes providing all labor, materials, tools and equipment necessary for furnishing and installing buried sanitary sewer pipe, fittings, cleanouts, warning tape, connecting bands, branch connections, elbows, adjusting of frames and lids to finished grade, pre-cast concrete risers and rubber adjustment rings, and all appurtenances required to complete the sanitary sewer. Work includes locating existing sanitary sewer services.

#### **626-2.01 MATERIALS.**

1. PVC Gravity Sewer Pipe. Shall have a standard dimension ratio (SDR) of 35, and conform to ASTM D 3034. Before any PVC pipe is used on this Project, the CONTRACTOR shall supply certifications, signed by an authorized agent of the seller or manufacturer, stating that the material has been sampled, tested, and inspected in accordance with ASTM D 3034.

The pipe shall have integral wall bell and spigot joints conforming to ASTM D 3212. The bell shall consist of an integral wall section with a solid cross-section elastomeric ring, factory assembled, securely locked in place to prevent displacement.

All pipe bends, fittings, cleanouts, drop connections, pipe stubs for future connections to manholes shall meet the same requirements as the PVC Sewer Pipe outlined above.

Flexible water-tight connections, approved by the Engineer, shall be used at PVC pipe connections to manholes and other rigid structures.

2. Underground Marking Tape. Shall be green, at least four (4) inches wide, four mil thick, polyethylene tape, with a metallic backing capable of being traced with locators. The tape shall have black letter with the following wording: "Caution Sewer Line Buried Below." The marking tape shall be installed 12 inches above the top of all sewer mains and services.
3. Manholes. All manholes shall consist of precast concrete sections, including integral base section, riser sections, cones, and flat slab tops and shall conform to ASTM C 478 and the dimensions shown on the Drawings. All precast sections shall have joints sealed with "RAM-NEK" or "RUB-R-NEK" gasketing material, or approved equal, installed as specified by the manufacturer. Cones shall be eccentric. Manhole steps shall be cast in all precast manhole sections. Pipe penetration gaskets shall be cast into all precast manholes.
4. Grade Rings. Shall be standard product, manufactured particularly for use in manhole construction, sized to fit the cones on which they are placed, and the wall thickness shall be not less than that of the cones. Grade rings shall be not less than two inches high, nor more than four inches high. Grade rings shall be *Infra*-Riser or approved equal and tapered to match the roadway slope. Seal rubber adjustment risers in place according to the manufacturer's written instructions.
5. Frames, Covers and Steps. Manhole frames and covers shall be watertight, of ductile iron, and conform to the design and dimensions shown on the Drawings and Standard Details. Ductile iron castings shall conform to the requirements of AASHTO M 103. Grade shall be optional

## SPECIAL PROVISIONS

unless designated. Contact surfaces between frames and covers shall be machined to provide a uniform contact surface. When watertight locking devices are specified, the Contractor shall submit Shop Drawings for approval by the ENGINEER.

Manhole frames and covers shall be ductile iron, conforming to ASTM A 48, Class 30. the cover shall be designed for the appropriate classification of traffic and shall have the word "SEWER" cast into the top in letters approximately three inches high.

Cleanouts shall be provided with a cast iron ring and cover which shall be locking-type Olympic Foundry No. M-1025 or approved equal. The cover shall be clearly marked with the word "SEWER" or "CO" cast into it.

Manhole steps shall be constructed of polypropylene conforming to ASTM D4101, and shall meet current state and federal safety standards.

6. Grout. Shall be non-shrink type approved by the Engineer.
7. Manhole Penetration Gasket. All pipe penetrations through the manhole wall shall be gasketed with cast-in-place Dura-Seal III, or approved equal , as manufactured by Dura-Tech, Inc., Kor-N-Seal Cavity O-Ring, or approved equal as manufactured by NPC Inc. Shall be used for filling the preformed void int the connection gasket.
8. Manhole Exterior Joint Waterproofing. Shall be a Miradri system as manufactured by Carlisle CCW, including Carlisle – CCW 704 primer, CCW Miradri 861 Membrane, and CCW 704 mastic, or approved equal that includes a membrane and adhesive system for positive water exclusion. The membrane shall extend at least 18-inches each side of manhole joints, except this width may be reduce to 9-inches each side of manhole joints if the joints is less than 4-feet below finish grade and the joint is above the maximum water table.

**626-3.01 CONSTRUCTION REQUIREMENTS.** Complete the sanitary sewer system and make sure it operates properly at the time of acceptance of the work. Furnish and install all incidental parts not shown on the plans or specified in this section that are necessary to complete the sanitary sewer system.

Meet the applicable provisions of Sections 201, 202, 203, 204 and 604 for all clearing and grubbing, removal of structures, excavation, bedding, backfill, conduit, and appurtenances.

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 sewer main line locates; or
2. interruption of water sewer in any area

Any sewer 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 media and any major customers who will be affected of a planned sewer service disruption.

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**626-3.02 PVC SEWER PIPE INSTALLATION.** Sheeting and bracing required for trenches shall be removed to the elevation of the conduit, but no sheeting will be allowed to be pulled, removed, or disturbed below the conduit. Sheeting and bracing shall meet OSHA requirements.

Before lowering into the trench, the pipe shall be inspected for defects. All cracked, chipped, or broken pipe shall be discarded. The ends and interior of the pipe shall be clean. Belled ends shall be laid upgrade. Handling of the pipe shall be accomplished in a manner that will not damage the pipe. The joint shall be made in the manner recommended by the manufacturer. Care shall be taken not to buckle or disturb previously laid pipe.

Pipe shall be laid accurately to the staked line and grade. All service connections shall be installed as indicated on the Drawings. Where existing service sewers are to be connected, suitable fittings and adapters shall be provided by the contractor.

Pipe shall be cleaned of all foreign matter, and water shall be kept out of trenches until joints have been completed. When Work is not in progress, open ends of pipe and fittings shall be securely closed to keep foreign matter and animals from entering.

Each joint shall be inspected to ensure that it is properly made before backfilling is done. Care shall be taken to prevent any dirt or foreign matter from entering the open end of the pipe. Where it is necessary to cut pipe, such cuts shall be neatly made in an approved manner. The laid pipe shall be true to line and grade and, when completed, the sewer shall have a smooth and uniform invert. No section of gravity sewer, including service connections shall have an adverse grade which would pond water in the invert of the sewer.

Connections to pipe stubs of a different pipe material shall be made with DFW/HPI non-shear-type connector. Connectors must be approved by the Engineer prior to installation.

Connections to existing sewer mains, service connections, and manholes shall be made in such a manner to not damage the existing facility. Such connections shall be made so that no projections or rough surfaces occur within the pipe.

Where gravity flow sanitary sewers cross above or less than 18 inches below waterlines, or approximately parallel water lines within ten feet horizontally, the sewer pipe shall meet the requirements of PVC pressure sewer pipe, as described in part 2.01.2 of this Section.

**626-3.03 SEWER SERVICES.** Locations of the sewer laterals are approximate and may be changed by the Engineer. Relocating of the sewer lateral will not add extra cost to the owner, unless either of the following conditions result.

1. The relocation results in a significant increase in the length of the lateral; or,
2. There are significant differences in the surface characteristics at the new lateral location which would result in substantial and foreseeable changes in construction methods and materials.

If the Contractor believes that the Work at the new locations(s) will result in a substantive change, the Contractor shall notify the Engineer prior to beginning the changed Work. The Engineer will evaluate the request and if the relocation is warranted, the change in Work shall be authorized.

Lateral Connections to existing sewer mains shall not obstruct flow and shall be one of the following:

1. Approved remote tapping system.
2. Polyethylene saddle strapped to line with two stainless steel bands and neoprene gaskets.
3. Sidewall fused to line as recommended by pipe manufacturer.
4. Approved manufactured saddle.

Lateral connections to new sewer mains shall be made with a manufactured sanitary wye of the same material as the mainline pipe.



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**626-3.04 LOCATE SEWER SERVICES.** Locate sanitary sewer services requires that the Contractor verify the location and depth of each sewer service pipe where crossings occur with new water pipe and storm drain pipes. These verifications will require that the sewer service pipe to be excavated at the storm drain pipe at these crossings so a visual check can be made so that no damage occurs during trenching and backfilling operations.

**626-3.05 SEWER MANHOLE MODIFICATION.** Contractor shall remove or plug existing pipe as applicable, drill hole at new location required for installation of sewer under this contract, install pipe, seal the pipe penetration, form channeled inverts, install drop connections as required, and backfill as require.

Manhole inverts shall be formed as shown on the Drawings, by forming U-shaped channels in the concrete base section. The finished invert shall be smooth and true to grade. No mortar or broken pieces of pipe shall be allowed to enter the sewers.

After completion of the manhole, all plugs shall be completely removed from the sewers and all loose material shall be removed from the manhole.

Service connections shall not be installed into manholes unless otherwise shown on the Drawings or directed by the ENGINEER. Where service connections into manholes are allowed, the top of the service sewer pipe shall be 0.2 feet higher than the top of the downstream main sewer pipe. The manhole invert shall be channeled for the service connection sewers in the same manner as for main sewers.

Connection to existing manholes shall be made in such a manner that the modified manhole is equal to a new manhole in appearance and performance. A channel, approximately two inches larger all around than the connecting pipe, shall be cut into the existing manhole base. The new pipe shall be connected as shown on the Drawings and Standard Details. The rough-cut channel shall be finished to its final smooth and uniform shape with mortar. The existing sewer(s) shall be maintained in service and the fresh concrete and mortar surface shall be protected from the flowing sewage for a minimum of 24 hours.

**626-3.06 SEWER CLEANOUTS.** Cleanouts shall be constructed as shown on the Drawings and Standard Details. The frame shall be jointed to the riser pipe so that groundwater will be prevented from entering the sewer. Cleanouts shall be tested for watertightness along with the sewers to which they are connected.

**626-3.07 TESTING.** Prior to testing all manholes, all sections of pipe shall be cleaned using an inflatable rubber ball of a size that will inflate to fit snugly into the pipe. The ball may, at the option of the CONTRACTOR, be used without a tag line; or a rope or cord may be fastened to the ball to enable the CONTRACTOR to know and control its position at all times. The ball shall be placed in the last clean out or manhole on the pipe to be cleaned, and water shall be introduced behind it. The ball shall pass through the pipe with only the force of the water impelling it. All debris flushed out ahead of the ball shall be removed at the first manhole where its presence is noted. In the event cemented or wedged debris, or a damaged pipe, stops the ball, the CONTRACTOR shall remove the obstruction and make any necessary repairs in a manner that is acceptable to the ENGINEER. Any alternate methods of cleaning sewers shall be submitted to the ENGINEER for approval, and shall not be used unless approved.

Prior to testing, the sewer shall be complete with laterals, and trenches shall be fully backfilled and compacted to finish grade, or, if the sewer is under pavement, finish pavement subgrade.

For WORK involving placement of new sanitary sewer collection systems, all sections of pipe shall be tested for leakage using the Exfiltration Test for either air or water as specified hereafter; or, at the sole direction of the ENGINEER, when the normal water table is above the sewer throughout the section under test, the ENGINEER may permit use of the Infiltration Test procedure specified hereafter. Where leakage is in excess of the specified rate, the sewer shall be repaired by the CONTRACTOR as required to comply with the leakage test requirements. The ENGINEER may

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require the CONTRACTOR to repair obvious leaks even though the total length of the test section falls within the maximum allowable leakage for the test used.

Defective pipe joints shall be repaired in a manner that the repaired pipe joint will have some flexibility and the effectiveness of the repair will not be affected by differential movement of the adjoining pipes. A "CSSI" or DFW/HPI non-shear coupling, or approved equal, will be acceptable in making such repairs.

Hydrostatic Test procedure for HDPE Pipe shall consist of two (2) steps: the initial expansion phase and the test period. In order to accommodate the initial expansion of the pipe under test, sufficient make-up water shall be added to the system at hourly intervals for three hours to return to the test pressure. The test period begins after the final addition of make-up water in the expansion phase of the test procedure. The test period is three (3) hours. After this test period, a measured amount of make-up water shall be added to return to test pressure. The amount of make-up water shall not exceed the allowable expansion in U.S. gallons shown in the following table:

**TABLE 626-1  
THREE HOUR TEST**

NOMINAL PIPE SIZE (INCHES)	ALLOWANCE FOR EXPANSION (U.S. GAL. PER 100 FEET OF PIPE)
8	1.5
10	2.1
12	3.4
16	5.0
18	6.5

Under no circumstances shall the total test procedure exceed eight hours at 1.5 times the pipe pressure rating. If the test is not completed within eight hours, the test section shall not be re-tested for eight more hours. Repair and re-testing shall continue until a passing test is obtained.

Filtration Test (using air). The Contractor shall furnish all facilities and personnel for conducting the test under the observation of the Engineer. The equipment and personnel shall be subject to the approval of the Engineer.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches five pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe. At least two minutes shall be allowed for temperature stabilization before proceeding further.

The pipeline shall be considered acceptable when tested at an average pressure of four psi greater than the average pressure of any ground water that may submerge the pipe if the section under test does not lose air at a rate greater than 0.0030 cubic feet per minute per square foot of internal surface.

The requirements of this Specification shall be considered satisfied if the time required for the pressure to decrease from 4.5 psi to 3.5 psi above average ground water pressure is greater than that shown on the following table:

**TABLE 626-2  
TIME FOR PRESSURE TO DROP FROM 4.5 TO 3.5  
ABOVE AVERAGE GROUND WATER PRESSURE**

NOMINAL PIPE SIZE (INCHES)	MINUTES	SECONDS
8	3	57

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10	4	43
12	5	40
15	7	5
18	8	30
24	11	20
30	14	10

For other sizes, determine test time using the following formula:

$$T = 28.33 D$$

Where T = time in seconds

D = pipe diameter in inches

Pressure gauges should be incremented in not more than one-half pound increments for accurate tests.

Braces shall be required to hold plugs in place and to prevent the sudden release of the compressed air. Due to the large forces that could be exerted by an escaping plug during the testing of the pipe, no one shall be allowed in the manholes in which plugs have been placed while tests are being conducted. The Contractor's testing equipment shall have a pressure relief device that will prohibit the pressure in the pipeline from exceeding ten pounds per square inch.

Exfiltration Test (using water). Where groundwater is below the pipe to be tested, a minimum of head of eight feet of water above the crown at the upper end of the test section shall be maintained for a period of four hours, during which time it will be presumed that full absorption of the pipe body has taken place, and thereafter for a further period of one hour for the actual test of leakage. During this one hour period, the measured loss shall not exceed the rate given below:

$$E = 0.0004 DL$$

E = Allowable leakage in gallons per hour

D = pipe diameter in inches

L = Length of pipe being tested in feet

Where groundwater is above any pipe to be tested, the minimum head of the test will be raised to provide an elevation head of eight feet above the groundwater.

The maximum length of sewer in any test section shall be 500 feet.

Infiltration Test may be allowed at the Engineer's option when the natural ground water table is above the crown of the higher end of the test section and the external water pressure exerted on the pipe is equivalent to the exfiltration test. The maximum allowable limit for infiltration shall be as determined by the formulas defined in the above section Exfiltration Test (Using Water).

Pressure Sewer Test. The Contractor shall, in the presence of the ENGINEER, test all pressure sewer pipe to a test pressure of 100 pounds per square inch and maintain the pressure a minimum of one hour. The Contractor shall make all necessary arrangements to provide water for testing pipelines

Leakage shall not be in excess of five gallons per inch of pipe diameter per one thousand (1,000) feet of pipe per day. Where leakage is in excess of the specified rate, the Contractor shall make all repairs necessary to reduce the amount of leakage to a quantity within the specified rate. The testing and repair process shall be repeated until the installation is accepted. In addition, the Contractor shall repair all visible leaks

Repairs. The Contractor shall repair all imperfections and leaks disclosed by either visual inspection or testing. The method of repair shall be subject to the Engineer's approval.

### 626-4.01 METHOD OF MEASUREMENT.

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1. Sanitary Sewer Conduit. By the length (LF), along the centerline of the conduit from center to center of manholes or cleanouts. No deductions in length will be made for fittings. Includes main line cleanout, and connection to and modification of existing sanitary sewer manhole.
2. Sanitary Sewer Service Connection. By the number of (Each) sanitary sewer service installed. Includes connection to existing sanitary sewer main line, fittings, and cleanouts where shown on the Drawings or directed by the Engineer.

**626-5.01 BASIS OF PAYMENT.** All, sheeting, shoring, bracing, stockpiling, excavation, bedding, and backfill shall be subsidiary to the Work under Section 626 and will not be paid for.

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

Work under this section includes pressure testing, temporary sewer bypass (if required), locating of existing sewer services, modification of existing sanitary sewer manholes SS-EX-5 and other related work, as shown in the Drawings and as directed by the Engineer shall be subsidiary to other work.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
626.0001.0008	Sanitary Sewer Conduit, 8 Inch	LF
626.0002.0000	Sanitary Sewer Service Connection	Each

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### SPECIAL PROVISIONS

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.**

1. 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.

All pipe 4" and greater shall be DR 11, 200 psi, pressure rating or greater. All pipe 4" and greater shall have standard iron pipe size (IPS) outside diameter.

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.

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.

2. 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.

3. Fittings. All 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.

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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.

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.

Flanged connections are NOT allowed.

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 AWWA C906 Standards and shall be manufactured from NSF 61, PE4710 resin.

The pipe supplier must certify compliance with the above requirements.

4. 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."
5. 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.

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6. 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:

**TABLE 627-1  
TIME ROD REQUIREMENTS**

PIPE SIZE (INCHES)	THE ROD SIZE (INCHES)	NO. OF RODS
4 - 10	$\frac{3}{4}$	2
12 - 16	$\frac{3}{4}$	4
18 - 20	$\frac{3}{4}$	6
22	1	4
24	1	6

7. Concrete. Concrete for thrust blocks or other uses shall conform to Section 550 – Commercial Concrete.
8. 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.

9. 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

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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.

10. 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.
11. 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.
12. 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.

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

**TABLE 627-2  
WATER SERVICE REQUIREMENTS**

PIPE SIZE (INCHES)	SERVICE SIZE (INCHES)	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:

- a. 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.



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- b. 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.

**627-3.01 CONSTRUCTION REQUIREMENTS.** 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.

## SPECIAL PROVISIONS

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.

- a. 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.
- b. 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.
- c. Flange connections are not allowed for any buried waterline installations.

## SPECIAL PROVISIONS

- d. Use of Electrofusion couplers is discouraged and may be allowed with prior, written approval of the Engineer.
- e. 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:

- a. Contractor's fusion machine including make, model and year.
- b. Certification and documented experience for individual(s) performing the pipe fusion.
- c. Temperatures and pressures to be used for each size and class of HDPE pipe.
- d. Fusion machine manufacturer's procedures for pipe fusion.
- e. 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.

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.

**627-3.03 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.

**627-3.04 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.

## SPECIAL PROVISIONS

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.

**627-3.05 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.

**627-3.06 FIRE HYDRANT SALVAGE AND RELOCATE.** The Contractor shall contact the effected fire district at least 24 hours prior to removing or interrupting service to existing fire hydrants.

The components of the existing fire hydrant assemblies identified to be salvaged shall be carefully removed. Damage to the fire hydrant, valve, valve box, or barrel impairing re-use shall be determined by the Engineer. Damaged components shall be replaced by the Contractor using factory-supplied parts from the same manufacturer.

The Engineer will determine the usefulness of the removed fire hydrant assembly components. The Contractor shall reinstall the useful components where directed by the Engineer as shown or described on the Drawings. The remaining components shall be disposed of by the Contractor.

If an existing fire hydrant assembly is removed at the tee and relocated, the tee shall be permanently capped, and the existing water main shall be disinfected between isolating valves.

At the discretion of the ENGINEER, a hydrostatic pressure test 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.

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, continuity wires, 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.

**627-3.07 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.

## SPECIAL PROVISIONS

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.

**627-3.08 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.

**627-3.09 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 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 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.

## SPECIAL PROVISIONS

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.

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, Perchlolen, Macho-chlor, or approved equal.

## SPECIAL PROVISIONS

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.

**TABLE 627-3  
DISINFECTION DOSAGE REQUIREMENTS**

<b>PIPE SIZE (INCHES)</b>	<b>DOSAGE PER 100 FEET</b>
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.

## SPECIAL PROVISIONS

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.

### 627-4.01 METHOD OF MEASUREMENT.

1. Water Conduit. 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. Water Service Connection. By the number of (Each) water service installed, regardless of service size. Includes valves, fittings, curb stops, corporation stops, and connection to main line pipe and existing water services where shown in the Drawings or directed by the Engineer.
3. Gate Valve. By the number of (Each) new valve installed. Including valve boxes and adjustment to finished grade.
4. Adjustment of Valve Box. By the number of (Each) existing valve box adjusted to finish grade.

**627-5.01 BASIS OF PAYMENT.** All, sheeting, shoring, bracing, stockpiling, excavation, bedding, backfill, compaction, warning tape, tracer wire, concrete thrust blocks and all other items necessary for a complete installation shall be subsidiary to the Work under Section 627 and will not be paid for.

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

Work under Water Conduit including flushing, pressure testing, disinfection, fittings and locating of existing water services, as shown in the Drawings and as directed by the Engineer shall be subsidiary to the work.

Work under Water Service Connection including installation and operation of temporary water services required during construction and the removal of existing water services as shown in the Drawings and as directed by the Engineer shall be subsidiary to the work.

Work under Fire Hydrant Salvage and Relocate including installation of a gravel access pad, as shown in the Drawings and as directed by the Engineer shall be subsidiary to the work.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
627.0003.0000	Install Valve Box	Each
627.0008.0000	Water Service Connection	Each
627.0008.0004	American Legion 4" Water Service	LS
627.0008.0006	Captain's Choice 6" Water Service	LS
627.0010.0000	Adjustment of Valve Box	Each



## SPECIAL PROVISIONS

### SECTION 639 DRIVEWAYS

#### SPECIAL PROVISIONS

**639-4.01 METHOD OF MEASUREMENT.** Delete this subsection in its entirety and replace with the following:

Work under this section will not be measured for payment.

**639-5.01 BASIS OF PAYMENT.** Delete this subsection 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.

## SPECIAL PROVISIONS

### SECTION 642 CONSTRUCTION SURVEYING AND MONUMENTS

#### SPECIAL PROVISIONS

**642-4.01 METHOD OF MEASUREMENT.** Add the following to the end of this subsection:

Item 642.0014.0000 Construction Surveying by Directive. By the hour for extra, additional, or unanticipated work under this Section as directed, or approved, by the Engineer.

**642-5.01 BASIS OF PAYMENT.** Add the following to the end of this subsection:

Setting of primary and/or secondary monuments disturbed during construction are considered subsidiary to other Work.

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 drainage pipe elbows or bends, tees, water main valves and boxes, water service valve boxes, connections to existing water pipe and any other pertinent features as identified by the Engineer.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
642.0014.0000	Construction Surveying by Directive	HR

## SPECIAL PROVISIONS

### SECTION 643 TRAFFIC MAINTENANCE

#### SPECIAL PROVISIONS

**643-5.01 BASIS OF PAYMENT.** *Delete number 1 of this subsection 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 643.0002.\_\_\_\_\_ Traffic Maintenance.

## SPECIAL PROVISIONS

### SPECIAL PROVISION

Add new Section 658:

#### SECTION 658

#### EROSION, SEDIMENT, AND POLLUTION CONTROL WITHOUT CGP COVERAGE

**658-1.01 DESCRIPTION.** Provide project administration and work relating to control of erosion, sediment, and discharge of pollutants according to this section and applicable local, state, and federal requirements. This section covers projects that do not need to obtain coverage under the Alaska Department of Environmental Conservation (DEC) Construction General Permit (CGP).

**658-1.02 DEFINITIONS.** These definitions apply only to Section 658.

**Alaska Certified Erosion and Sediment Control Lead (AK-CESCL).** A person who has completed training, testing, and other requirements of, and is currently certified as, an AK-CESCL from an AK-CESCL Training Program (a program developed under a Memorandum of Understanding between the Department and others). The Department recognizes AK-CESCLs as qualified personnel required by this specification. An AK-CESCL must be recertified every three years.

**Best Management Practices (BMPs).** BMPs are structural, vegetative, or managerial practices used to treat, prevent, or reduce water pollution.

**Clean Water Act.** Federal Water Pollution Control Amendments of 1972, as amended (33 U.S.C. 1251 et seq.).

**Construction Activity.** Disturbance of soils associated with clearing that disturbs the vegetative mat/grubbing, grading, or excavating activities, or other construction-related activities (e.g. stockpiling of fill material, establishment of staging areas, or development of project specific material sources).

**Construction General Permit (CGP).** Permit AKR100000 authorizing storm water discharges from large and small construction activities, issued and enforced by DEC.

**Disturbed Area.** A portion of any site that has been altered from pre-existing conditions, including but not limited to the following: providing access to a site, grubbing and clearing vegetation (including the roots), grading, earth moving, altering land forms, and other Construction Activity (such as placement of project related stockpiles atop a soil surface). Includes the Project Zone and Support Activities.

**Erosion and Sediment Control Plan (ESCP).** The Contractor's project specific document that illustrates measures to control erosion and sediment on the project.

**Hazardous Material Control Plan (HMCP).** The Contractor's detailed project specific plan for prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material (including, but are not limited to, petroleum products related to construction activities and equipment).

**Immediately.** No later than the end of the next working day.

**Pollutant.** Defined at 40 CFR § 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt and industrial or municipal waste.

**Project Zone.** The physical area provided by the Department for Construction. The Project Zone includes the area of highway or facility under construction and Support Activities when those areas are provided by the Contract and are directly related to the Contract.

Support Activities that are furnished by the Contractor are not included in the Project Zone.

## SPECIAL PROVISIONS

**Spill Prevention, Control and Countermeasure Plan (SPCC Plan).** The Contractor's detailed plan for petroleum spill prevention and control measures, that meet the requirements of 40 CFR 112.

**Spill Response Field Representative.** The representative with authority and responsibility for managing, implementing, and executing the HMCP and SPCC Plan. There are separate Spill Response Field Representatives for the Contractor, each Subcontractor, and each Utility.

**Stabilization.** The use of vegetative and/or non-vegetative cover to prevent erosion and sediment loss in areas exposed by Construction Activity.

**Temporary Stabilization.** Protecting soils from erosion and sediment loss by rainfall, snow melt, runoff, or wind with a temporary vegetative and/or non-vegetative protection cover. Temporary stabilization may include a combination of BMPs to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area.

**Final Stabilization.** Means that:

1. All soil disturbing activities in the Project Zone have been completed and either of the two following criteria have been met:
  - a. a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures; or
  - b. equivalent non-vegetative permanent stabilization measures have been employed (such as the use of riprap, gabions, porous backfill, railroad ballast or subballast, ditch lining, geotextiles, or fill material with low erodibility as determined by the Engineer.
2. When background native vegetation will cover less than 100 percent of the ground (e.g. arid areas, beaches), the 70 percent coverage criteria is adjusted as follows: if the native vegetation covers 50 percent of the ground, then 70 percent of 50 percent ( $0.70 \times 0.50 = 0.35$ ) would require 35 percent total cover for final stabilization. On a beach with no natural vegetation, no stabilization is required.
3. In areas with less than 20 inches of annual precipitation only, all soil disturbing activities in the Project Zone have been completed and temporary BMPs shown in the ESCP are installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance.

**Support Activities.** Any concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, and borrow areas provided:

1. The support activity is directly related to the work that is covered under this Contract.
2. The support activity is not a commercial operation serving multiple unrelated construction projects.
3. The support activity does not operate beyond the completion of the Construction Activity of this project.

## SPECIAL PROVISIONS

Material borrow areas that are developed specific for the project and are non-contiguous to the project site (e.g. the material is hauled in from another area not nearby the project area) are considered Support Activities.

**658-2.01 MATERIALS.** Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap pollutants according to the requirements of the ESCP and Specifications.

Use seed meeting Section 724. Use the temporary seed mixture specified by special provision, or use annual rye grass if no temporary seed mix is specified. Do not use temporary seed for stabilization on finished slopes.

Use straw and straw products certified weed free of prohibited and restricted noxious weed seed and quarantined pests, according to Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34). When straw or straw products certified according to 11 AAC 34 are not available, use non-certified products manufactured within Alaska before certified products manufactured in another state, country, or territory. Non-certified straw or straw products manufactured in another state, country, or territory shall not be used. Grass, legumes, or any other herbaceous plants produced as hay, shall not be substituted for straw or straw products.

**658-3.01 CONSTRUCTION REQUIREMENTS.** The Contractor is not required to obtain coverage under the CGP for the Project Zone if the disturbed area will be less than one acre. The Department has determined the work can be completed with a disturbed area in the Project Zone less than one acre. Do not perform work in a manner that will increase the disturbed area in the Project Zone to one acre or more.

1. Before Construction Activity may Begin. Obtain the Engineer's written approval for the Contractor furnished project specific ESCP. Delineate ground disturbance limits using stakes or flagging. Install sediment controls prior to the initiation of Construction Activity.
2. During Construction. Comply with the requirements of the ESCP. Implement and maintain erosion and sediment control measures identified in the ESCP and as needed during construction to protect water quality. Take immediate action and notify the Engineer when any sediment plume, sheen, or other discharge of pollutants from construction activity occurs.

Ensure all subcontractors understand and comply with the ESCP. Provide ESCP information to utility companies. Coordinate with subcontractors and utility companies doing work in the Project Zone so BMPs, including temporary and permanent stabilization measures, are installed, maintained, and protected from damage.

Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the ESCP.

Use good housekeeping BMPs, including the following from the *Alaska DOT&PF BMP Guide*:

- a. BMP-06.00 Concrete Washout
- b. BMP-23.00 & 24.00 Stabilized Construction Exit
- c. BMP-41.00 Sanitary Waste Management
- d. BMP-42.00 Vehicle/Equipment Storage, Maintenance, & Fueling
- e. BMP-43.00 Bridge Maintenance
- f. BMP-44.00 Ditch Maintenance
- g. BMP-45.00 Snow Removal
- h. BMP-54.00 Site Delineation

## SPECIAL PROVISIONS

### i. BMP-55.00 Street Sweeping

When dewatering, use BMP-09.00 Excavation Dewatering. For diversions, use BMP-15.00 Pumped Stream Diversion or BMP-34.00 & 35.00 Temporary Diversion Conveyance.

Comply with requirements of the HMCP and SPCC Plan.

3. Pollutant and Hazardous Materials Requirements. Contain, clean up, and dispose of discharges of petroleum products or other hazardous materials. Perform fueling operations in a safe and environmentally responsible manner.

Report spills of petroleum products or other hazardous materials to the Engineer and other agencies as required by law. Use the HMCP and SPCC Plan (if applicable) for contact information to report spills to regulatory agencies.

4. Maintenance of BMPs. Maintain BMPs:

- a. If an incident of non-compliance with the ESCP is identified;
- b. If any BMP is damaged, undercut, or unable to effectively perform the intended function; and
- c. When sediment or debris fills any BMP to 1/2 (1/3 for silt fences) of its design storage capacity (or manufacturer's specifications or ESCP requirements, whichever is lower).

Perform maintenance immediately when water quality standards are not being attained, and within 7 days of identification for other maintenance actions.

5. ESCP Changes. The Engineer may order changes to the ESCP if the Engineer determines the ESCP is ineffective in preventing erosion or the discharge of pollutants. Implement changes necessary to comply with the revised ESCP.
6. Stabilization. Land may be disturbed and stabilized multiple times during a project. Coordinate work to minimize the amount of disturbed soil at any one time. Do not disturb more soil than can be stabilized with the resources available.

Temporarily stabilize portions of the Project Zone that are not in active construction. The Engineer will not relieve the Contractor of maintenance responsibility under 105-1.13 for a seasonal suspension of work until the Project Zone is temporarily stabilized.

Apply temporary seed and stabilization measures after preparing the surface according to 618-3.01.

When installing a culvert or other drainage structure where stream bypass is not used, install temporary or permanent stabilization concurrently or immediately after placing the culvert or drainage structure in a manner that complies with applicable project permits, and prevents discharge of pollutants. Install temporary and permanent stabilization:

- At the culvert or drainage structure inlet and outlet

## SPECIAL PROVISIONS

- In the areas upstream and downstream that may be disturbed by the process of installing the culvert, culvert end walls, culvert end sections, or drainage structure

Before deactivating a stream bypass or stream diversion used for construction of a bridge, culvert, or drainage structure, install permanent stabilization:

- At the inlet and outlet of the culvert, drainage structure, or bridge
- In the area upstream and downstream of the culvert, drainage structure, or bridge, that is disturbed during installation or construction of the culvert, drainage structure, or bridge
- Under the bridge

7. Ending ESCP Activities and BMP Maintenance. The Engineer will determine when final stabilization has been achieved within the Project Zone. After achieving final stabilization, remove all temporary BMPs.

The Contractor is responsible for erosion, sediment, and pollution control for Support Activities outside of the Project Zone.

**658-3.02 PERSONNEL QUALIFICATIONS.** The Superintendent must have current certification as AK-CESCL.

The Department accepts people having any of the following certificates as equivalent to AK-CESCL, if the certificates are current according to the sponsoring organization's policies:

- CESSWI, Certified Erosion, Sediment and Storm Water Inspector
- CISEC, Certified Inspector in Sediment and Erosion Control
- CPESC, Certified Professional in Erosion and Sediment Control
- CPSWQ, Certified Professions in Storm Water Quality.

**658-3.03 PLAN AND PERMIT SUBMITTALS.** For plans listed in Subsection 108-1.03.5 (HMCP, SPCC Plan) use the Contractor submission and Department review deadlines identified in this Subsection.

Partial and incomplete submittals will not be accepted for review. Any submittal that is re-submitted or revised after submission, but before the review is completed, will restart the submittal review timeline. No additional Contract time or additional compensation will be allowed due to delays caused by partial or incomplete submittals, or required re-submittals.

1. Hazardous Material Control Plan. Submit an electronic copy to the Engineer for approval. Use the DOT HMCP Template located at the following DOT&PF link; (<https://dot.alaska.gov/stwddes/dcsconst/index.shtml> under Construction Forms). The Department will review the HMCP submittal within 14 days after it is received.
2. Spill Prevention, Control and Countermeasure Plan. When a SPCC Plan is required under Subsection 658-3.05, submit an electronic copy of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 14 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.
3. Dewatering Permit. When dewatering is required, review and comply with the DEC *Excavation Dewatering General Permit AKG0020000*. When filing a Notice of Intent is



## SPECIAL PROVISIONS

required to obtain coverage, provide the Engineer with a copy of the DEC authorization letter before beginning excavation dewatering.

4. Temporary Water Use Authorization (TWUA). When dewatering or a diversion meets the limits in 11 AAC 93.035, obtain authorization from the Alaska Department of Natural Resources (DNR) for a TWUA. Provide the Engineer with a copy of the DNR authorization before beginning the dewatering or diversion.
5. Erosion and Sediment Control Plan (ESCP). Submit an electronic copy to the Engineer for approval. The ESCP shall include the following at a minimum:
  - a. Cover letter identifying the project name, location, anticipated duration of construction activities, any necessary permits (such as those listed herein), location of proposed Support Activities, and Contractor's representative(s) responsible for ensuring compliance with Section 658, managing the ESCP, and installing, inspecting, and maintaining BMPs.
  - b. Site map(s) showing the type and location of BMPs to be installed.
  - c. Details, graphics, and/or cut sheets for all proposed BMPs.

The Engineer will review the ESCP submittal within 14 days after it is received. The Engineer reserves the right to require modifications to the ESCP prior to approval. The Engineer's approval of the ESCP shall not be considered an all-inclusive acceptance of the best management practices (BMPs) that will be required to reduce the potential for sediment discharge during construction and comply with permit conditions or construction specifications. The Contractor is responsible for the risk assessment analysis, planning, preparation, and implementation of the ESCP, including the installation of additional BMPs not originally described in the Engineer approved ESCP or as necessary for Contractor's chosen means and methods, under Item 658.0001.0000 ESCP Without CGP Coverage.

**658-3.04 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS.** Prepare the HMCP for prevention of pollution from storage, use, containment, cleanup, and disposal of all hazardous material, including petroleum products related to construction activities and equipment. Compile Material Safety Data Sheets in one location and reference that location in the HMCP.

Designate a Contractor's Spill Response Field Representative with 24 hour contact information. Designate a Subcontractor Spill Response Coordinator for each subcontractor. The Superintendent and Contractor's Spill Response Field Representative must have 24 hour contact information for each Subcontractor Spill Response Coordinator and the Utility Spill Response Coordinator.

### **658-3.05 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC PLAN) REQUIREMENTS.**

Prepare and implement an SPCC Plan as required by 40 CFR 112; when both of the following conditions are present on the Project:

1. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and

## SPECIAL PROVISIONS

2. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons).

Reference the SPCC Plan in the HMCP.

**658-3.06 SPILL AND NONCOMPLIANCE REPORTING.** The Contractor must be familiar with all federal, state, and local environmental requirements.

The Contractor must report any sediment discharge or environmental permit noncompliance to the Engineer. Information must be provided orally immediately from the time the Contractor becomes aware of the circumstances, and provided in writing within 5 days after the oral notification. Provide:

1. A description of the discharge or noncompliance, including any estimated volume of discharge;
2. The dates and times of the discharge or noncompliance;
3. If it has not already been corrected, a statement regarding the anticipated time the discharge or noncompliance is expected to continue; and
4. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the discharge or noncompliance.

Report spills of oil and hazardous substances to the Engineer, and state and federal agencies as called for in the HMCP.

**658-4.01 METHOD OF MEASUREMENT.** Section 109 and as follows:

1. Item 658.0001.0000 is lump sum.
2. Item 658.0002.0000 will be measured as specified by the Directive authorizing the work.

**658-5.01 BASIS OF PAYMENT.** Temporary erosion, sediment and pollution control measures that are required outside the Project Zone are at the Contractor's expense. Permanent erosion, sediment and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

Item 658.0001.0000 ESCP Without CGP Coverage. At the Contract lump sum price for all acceptably performed erosion, sediment, and pollution control work.

Item 658.0002.0000 ESCP Changes by Directive. When the Engineer makes changes to the ESCP under 658-3.01.5, payment will be made as specified in the Directive authorizing the work.

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:

PAY ITEM		
Item Number	Item Description	Unit
658.0001.0000	ESCP Without CGP Coverage	LS
658.0002.0000	ESCP Changes by Directive	CS

SPECIAL PROVISIONS

**SECTION 670  
TRAFFIC MARKINGS**

**SPECIAL PROVISIONS**

**670-4.01 METHOD OF MEASUREMENT.** Delete this subsection in its entirety and replace with the following:

Work under this section will not be measured for payment.

**670-5.01 BASIS OF PAYMENT.** Delete this subsection in its entirety and replace with the following:

Traffic markings shown on the plans shall be subsidiary to other Work.

All Work under Section 670 shall be subsidiary to Work under other pay items and will not be paid under this Section.

SPECIAL PROVISIONS

**DIVISION 700 – MATERIALS**

**SECTION 702  
ASPHALT MATERIALS**

**SPECIAL PROVISIONS**

**702-2.01 ASPHALT BINDER.** Delete this subsection and replace with the following:

Meet AASHTO M 320 for the specified Performance Grade.

## SPECIAL PROVISIONS

### SECTION 703 AGGREGATES

#### SPECIAL PROVISIONS

**703-2.04 AGGREGATE FOR HOT MIX ASPHALT.** Delete this subsection and replace with the following:

Process and crush aggregate that is free from clay balls, organic matter, other deleterious material, and not coated with dirt or other finely divided mineral matter. Use aggregate consisting of sound, tough, durable rock of uniform quality. Use an aggregate source that meets the requirements of Table 703-3.

**TABLE 703-3  
AGGREGATE SOURCE QUALITY FOR HMA**

PROPERTY	TEST METHOD	REQUIRE VALUE
L.A. Wear, %	AASHTO T 96	45, max.
Degradation Value	ATM 313	30, min.
Sodium Sulfate Loss, %	AASHTO T 104	9, max. (5 cycles)
Absorption, %	ATM 308	2.0, max.

A maximum of 15% (by weight) of the aggregate may be blend material from a source that does not meet the requirements of Table 703-3 provided that the aggregate:

1. Consists of natural sand, sand prepared from stone, crushed blast-furnace slag, gravel, or any combinations thereof, and
2. consists of hard, tough grains, free of injurious amounts of clay, loam, or other deleterious substances.

The combination of all aggregates shall meet the requirements of Table 703-3A and 703-4.

**TABLE 703-3A  
BLENDED AGGREGATE QUALITY FOR HMA**

PROPERTY	TEST METHOD	REQUIRE VALUE
Fracture, %	ATM 305	90, 1 face
Flat – Elongated Pieces, %	ATM 306	8, max. (1:5)
Plasticity Index	ATM 205	4.0, max.

SPECIAL PROVISIONS

**TABLE 703-4**  
**BROAD BAND GRADATIONS FOR HOT MIX ASPHALT**  
**AGGREGATE**

Percent Passing by Weight

SIEVE	GRADATION		
	Type I	Type II	Type III
1 inch	100	-	-
3/4 inch	80-90	100	-
1/2 inch	60-84	75-90	100
3/8 inch	48-78	60-84	80-90
No. 4	28-63	33-70	44-81
No. 8	14-55	19-56	26-70
No. 16	9-44	10-44	16-59
No. 30	6-34	7-34	9-49
No. 50	5-24	5-24	6-36
No. 100	4-16	4-16	4-22
No. 200	4-7	4-7	4-7

**703-2.09 SUBBASE.** *Delete Table 703-9 and replace with the following:*

**TABLE 703-9**  
**AGGREGATE GRADATION FOR SUBBASE**

Percent Passing by Weight

SIEVE	GRADING				
	A	B	C	D	E
8 in.	--	100	--	--	--
4 in.	100	65-100	--	--	--
2 in.	85-100	--	--	--	--
1 in.	--	--	100	--	--
3/4 in.	--	--	--	100	--
No. 4	15-60	15-60	40-75	45-80	--
No. 16	--	--	20-43	23-50	--
No. 200	10 Max.	0-6	4-10	4-12	0-6

\* Gradation shall be determined on that portion passing the 3-inch screen.

SPECIAL PROVISIONS

**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.

SPECIAL PROVISIONS

**SECTION 707  
METAL PIPE**

**SPECIAL PROVISIONS**

**707-2.06 SERVICE PIPE.** Delete this subsection in its entirety.



## SPECIAL PROVISIONS

### SECTION 711 CONCRETE CURBING MATERIALS AND ADMIXTURES

#### SPECIAL PROVISIONS

Add the following new subsection:

**711-2.03 SYNTHETIC FIBER REINFORCEMENT.** Use fibers that are 100% virgin fibrillated polyolefin fiber, specifically manufactured as concrete reinforcement. Fiber reinforcement shall not contain any reprocessed olefin materials.

1. Provide synthetic fibers as defined in ASTM C 1116, Type III, and ASTM D 7508.
2. Provide graded fibers having average lengths of ½ inch and ¾ inch.

SPECIAL PROVISIONS

**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

## **APPENDIX C – PREVAILING WAGES**

"General Decision Number: AK20240001 02/23/2024

Superseded General Decision Number: AK20230001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/05/2024

1

02/23/2024

ASBE0007-006 02/27/2023

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 41.35	16.46
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 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 47.03	30.59

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BRAK0001-002 07/01/2020

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

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CARP1281-001 09/01/2022

	Rates	Fringes
CARPENTER Including Lather and Drywall Hanging.....	\$ 43.34	28.86

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CARP1281-002 09/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 46.48	24.32

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CARP2520-003 09/01/2022

	Rates	Fringes
Diver Stand-by.....	\$ 47.65	28.32
Tender.....	\$ 46.65	28.32
Working.....	\$ 87.45	28.32
Piledriver Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

## DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

## ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

## SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

## WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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ELEC1547-004 09/01/2023

	Rates	Fringes
CABLE SPLICER.....	\$ 46.44	3%+28.39
ELECTRICIAN.....	\$ 46.44	3%+28.39

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ELEC1547-005 04/01/2023

## Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 63.44	3%+31.90
Linemen (Including Equipment Operators, Technician).....	\$ 61.29	3%+30.98
Powderman.....	\$ 61.44	3%+32.69
TREE TRIMMER.....	\$ 40.71	3%+28.05

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ELEV0019-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.83	37.335+a+b

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 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 50.39	28.40
GROUP 1A.....	\$ 52.39	28.40
GROUP 2.....	\$ 49.52	28.40

GROUP 3.....	\$ 48.70	28.40
GROUP 4.....	\$ 41.66	28.40
TUNNEL WORK		
GROUP 1.....	\$ 55.43	28.40
GROUP 1A.....	\$ 57.63	28.40
GROUP 2.....	\$ 54.47	28.40
GROUP 3.....	\$ 53.57	28.40
GROUP 4.....	\$ 45.83	28.40

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Belcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade



Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

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IRON0751-003 07/01/2023

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 42.99	37.38
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 42.99	37.38
FENCE, BARRIER INSTALLER....	\$ 39.49	37.38
GUARDRAIL INSTALLERS.....	\$ 40.49	37.38
GUARDRAIL LAYOUT MAN.....	\$ 40.23	37.38
HELICOPTER, TOWER.....	\$ 43.99	37.38

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LAB00341-001 04/01/2023

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 36.00	32.56
GROUP 2.....	\$ 37.00	32.56
GROUP 3.....	\$ 37.90	32.56
GROUP 3A.....	\$ 41.78	32.56
GROUP 3B.....	\$ 47.36	28.51
GROUP 4.....	\$ 25.57	32.56
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 39.60	32.56
GROUP 2.....	\$ 40.70	32.56

GROUP 3.....	\$ 41.69	32.56
GROUP 3A.....	\$ 45.96	32.56
GROUP 3B.....	\$ 52.10	28.51

## 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 04/01/2023

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 36.00	32.56
GROUP 2.....	\$ 37.00	32.56
GROUP 3.....	\$ 37.90	32.56
GROUP 3A.....	\$ 41.78	32.56
GROUP 3B.....	\$ 47.36	28.51
GROUP 4.....	\$ 25.57	32.56
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 39.60	32.56
GROUP 2.....	\$ 40.70	32.56
GROUP 3.....	\$ 41.69	32.56
GROUP 3A.....	\$ 45.96	32.56
GROUP 3B.....	\$ 52.10	32.56

### 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 07/01/2022

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
--	-------	---------

#### PAINTER

BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 36.08	25.45
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED		

PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 36.60	25.45
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PAIN1959-002 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
--	-------	---------

PAINTER

General Painter.....	\$ 32.64	25.95
Industrial Painter.....	\$ 32.74	25.95
Taper / Paper & Vinyl Hanger.....	\$ 32.64	25.95

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PAIN1959-003 12/01/2021

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
--	-------	---------

GLAZIER.....	\$ 41.16	28.16
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PAIN1959-004 07/01/2019

	Rates	Fringes
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FLOOR LAYER: Carpet.....	\$ 28.75	14.44
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PAIN1959-006 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
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GLAZIER.....	\$ 41.37	27.25
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PLAS0528-006 04/01/2023

	Rates	Fringes
--	-------	---------

PLASTERER

North of the 63rd parallel..	\$ 44.43	22.13
South of the 63rd parallel..	\$ 44.43	22.13

-----  
PLAS0528-007 04/01/2023

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..	\$ 44.43	22.13
South of the 63rd parallel..	\$ 44.43	22.13

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PLUM0262-002 01/01/2023

East of the 141st Meridian

	Rates	Fringes
--	-------	---------

Plumber; Steamfitter.....	\$ 41.50	27.62
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PLUM0367-002 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
--	-------	---------

Plumber; Steamfitter.....	\$ 41.00	27.95
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\* PLUM0375-002 01/01/2024

North of the 63rd Parallel

	Rates	Fringes
--	-------	---------

Plumber; Steamfitter.....	\$ 47.16	32.95
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\* PLUM0669-002 01/01/2024

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER.....	\$ 54.01	30.80
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ROOF0189-006 04/01/2023

	Rates	Fringes
--	-------	---------

ROOFER.....	\$ 47.62	18.53
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SHEE0023-003 07/01/2023

South of the 63rd Parallel

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER.....	\$ 47.05	29.41
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SHEE0023-004 07/01/2023

North of the 63rd Parallel

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 51.93	30.16
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TEAM0959-003 04/01/2023

	Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 46.84	24.33
GROUP 1A.....	\$ 48.19	24.33
GROUP 2.....	\$ 45.51	24.33
GROUP 3.....	\$ 44.64	24.33
GROUP 4.....	\$ 44.02	24.33
GROUP 5.....	\$ 43.22	24.33

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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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 National Office because National Office has 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 two construction workers in a room with drywall being installed. The worker on the left is wearing a red t-shirt, dark pants, and a brown hard hat, pointing towards the wall. The worker on the right is wearing a black hoodie, blue jeans, and a yellow hard hat. The background shows a wall with drywall panels and a ceiling with a light fixture and a hanging light fixture.

# MINIMUM RATES OF PAY For Laborers and Mechanics

Effective September 1, 2023

Issue 47

PAMPHLET No. 600

Title 36. Public Contracts  
AS 36.05

DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT  
Wage and Hour



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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149  
Juneau, Alaska 99811  
Main: 907.465.2700  
fax: 907.465-2784

September 1, 2023

### TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2023.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2023, 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 blue ink that reads "Catherine Muñoz".

Catherine Muñoz  
Acting Commissioner

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**Note to Readers:** The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.

## EXCERPTS FROM ALASKA LAW

### **Sec. 36.05.005. Applicability.**

This chapter applies only to a public construction contract that exceeds \$25,000.

### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

### **Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.**

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

### **Sec. 36.05.045. Notice of work and completion; withholding of payment.**

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
  - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
    - (A) the primary contractor has complied with (a) and (b) of this section;
    - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
    - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and



- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
  - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
  - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

**Sec. 36.05.060. Penalty for violation of this chapter.**

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.**

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
  - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
  - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
  - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
  - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
    - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
    - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

**Sec. 36.05.080. Failure to pay agreed wages.**

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.**

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

**Sec. 36.05.900. Definition.**

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

**EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

\*\*\***Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here\*\*\*

**8 AAC 30.051. Purpose.** The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

**8 AAC 30.052. Board and lodging; remote sites.** (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

**8 AAC 30.054. Per diem instead of board and lodging.** (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

**8 AAC 30.056. Alternative arrangement.** Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

**8 AAC 30.900. General definitions** (selected excerpts only):

In this chapter and in AS 36

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

## **ADDITIONAL INFORMATION**

### **PER DIEM**

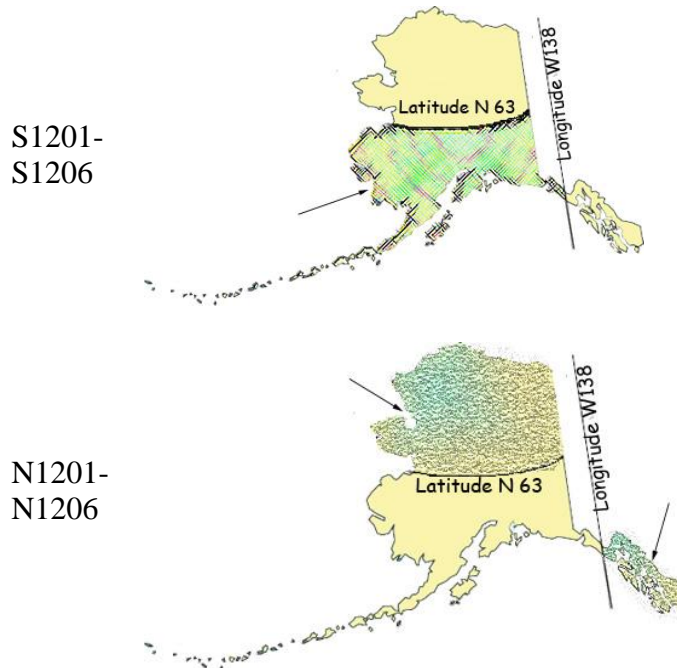
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (\*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

**Per Diem Rate:** As of May 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  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: statewide.wagehour@alaska.gov

### **EMPLOYMENT PREFERENCE INFORMATION**

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State's 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

[http://law.alaska.gov/pdf/opinions/opinions\\_2019/19-005\\_AK-hire.pdf](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**  
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 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

No companies are currently debarred.

# 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)	48.15	8.57	18.40	2.15	VAC 4.25 SAF 0.34	81.86
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## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.01	9.00	10.20	0.62	L&M 0.20	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	42.01	9.00	10.20	0.62	L&M 0.20	62.03
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Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.84	9.00	10.20	0.62	L&M 0.20	55.86
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Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	35.84	9.00	10.20	0.62	L&M 0.20	55.86
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## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	44.39	10.35	15.82	1.75	L&M 0.20 SAF 0.20	72.71
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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)	44.39	10.35	16.36	1.75	L&M 0.20 SAF 0.20	73.25
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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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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## Cement Masons

\*See per diem note on last page

						L&M	
<b>A0401</b>	Group I, including:	44.43	8.80	11.80	1.53	0.10	66.66

Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Finisher  
Cement Mason (journeyman)  
Concrete  
Concrete Paving  
Concrete Polishing  
Concrete Repair  
Curb & Gutter, Sidewalk  
Curing of All Concrete  
General Concrete Pour Tender  
Grouting & Caulking of Tilt-Up Panels  
Grouting of All Plates  
Patching Concrete  
Screed Pin Setter  
Screeder or Rodder  
Spackling/Skim Coating

						L&M	
<b>A0402</b>	Group II, including:	44.43	8.80	11.80	1.53	0.10	66.66

Form Setter

						L&M	
<b>A0403</b>	Group III, including:	44.43	8.80	11.80	1.53	0.10	66.66

Concrete Saw Cutter Operator (All Control Joints and Self-powered)  
Curb & Gutter Machine  
Floor Grinder  
Pneumatic Power Tools  
Power Chipping & Bushing  
Sand Blasting Architectural Finish  
Screed & Rodding Machine Operator  
Troweling Machine Operator (all concrete surfaces)

						L&M	
<b>A0404</b>	Group IV, including:	44.43	8.80	11.80	1.53	0.10	66.66

Acoustical or Imitation Acoustical Finish  
Application of All Composition Mastic  
Application of All Epoxy Material  
Application of All Plastic Material  
Finish Colored Concrete  
Gunite Nozzleman  
Hand Powered Grinder

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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### Cement Masons

\*See per diem note on last page

<b>A0404</b>	Group IV, including:	44.43	8.80	11.80	1.53	<b>L&amp;M</b> 0.10	66.66
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Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile  
Tunnel Worker

<b>A0405</b>	Group V, including:	44.43	8.80	11.80	1.53	<b>L&amp;M</b> 0.10	66.66
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Casting and finishing  
EIFS Systems  
Finishing of all interior and exterior plastering  
Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)  
Gypsum, Portland Cement  
Kindred material and products  
Operation and control of all types of plastering machines, including power tools and floats, used by the industry  
Overcoating and maintenance of interior/exterior plaster surfaces  
Plasterer  
Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")  
Venetian plaster and color-integrated Italian/Middle-Eastern line plaster

### Culinary Workers

<b>A0501</b>	Baker/Cook	29.95	7.53	8.83		<b>LEG</b>	46.31
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<b>A0503</b>	General Helper	25.92	7.53	8.83		<b>LEG</b>	42.28
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Housekeeper  
Janitor  
Kitchen Helper

<b>A0504</b>	Head Cook	29.95	7.53	8.83		<b>LEG</b>	46.31
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<b>A0505</b>	Head Housekeeper	26.20	7.53	8.83		<b>LEG</b>	42.56
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Head Kitchen Help

### Dredgemen

\*See per diem note on last page

<b>A0601</b>	Assistant Engineer	46.91	11.40	14.75	1.00	<b>L&amp;M</b> 0.10 0.05	74.21
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Craneman

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>Dredgemen</b> *See per diem note on last page							
<b>A0601</b>	Assistant Engineer	46.91	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 74.21
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
<b>A0602</b>	Assistant Mate (deckhand)	45.65	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 72.95
<b>A0603</b>	Fireman	46.13	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 73.43
<b>A0605</b>	Leverman Clamshell	49.64	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 76.94
<b>A0606</b>	Leverman Hydraulic	47.74	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 75.04
<b>A0607</b>	Mate & Boatman	46.91	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 74.21
<b>A0608</b>	Oiler (dredge)	46.13	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05 73.43
<b>Electricians</b> *See per diem note on last page							
<b>A0701</b>	Inside Cable Splicer	46.44	14.40	14.22	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 76.41
<b>A0702</b>	Inside Journeyman Wireman, including:	46.44	14.40	14.22	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 76.41
	Technicians (including use of drones in electrical construction)						
<b>A0703</b>	Power Cable Splicer	65.19	14.40	19.15	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 100.09
<b>A0704</b>	Tele Com Cable Splicer	52.53	14.40	17.98	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 86.26
<b>A0705</b>	Power Journeyman Lineman, including:	63.44	14.40	19.09	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 98.28
	Power Equipment Operator						
	Technician (including use of drones in electrical construction)						
<b>A0706</b>	Tele Com Journeyman Lineman, including:	50.78	14.40	17.92	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 84.45
	Technician (including use of drones in telecommunications construction)						
	Tele Com Equipment Operator						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=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>A0707</b>	Straight Line Installer - Repairman	50.78	14.40	17.92	0.95	<b>L&amp;M</b>	<b>LEG</b>	
						0.25	0.15	84.45
<b>A0708</b>	Powderman	61.44	14.40	19.03	0.95	<b>L&amp;M</b>	<b>LEG</b>	
						0.25	0.15	96.22
<b>A0710</b>	Material Handler	28.07	14.02	5.84	0.15	<b>L&amp;M</b>	<b>LEG</b>	
						0.15	0.15	48.38
<b>A0712</b>	Tree Trimmer Groundman	31.78	14.40	14.30	0.15	<b>L&amp;M</b>	<b>LEG</b>	
						0.15	0.15	60.93
<b>A0713</b>	Journeyman Tree Trimmer	40.71	14.40	14.57	0.15	<b>L&amp;M</b>	<b>LEG</b>	
						0.15	0.15	70.13
<b>A0714</b>	Vegetation Control Sprayer	44.26	14.40	14.68	0.15	<b>L&amp;M</b>	<b>LEG</b>	
						0.15	0.15	73.79
<b>A0715</b>	Inside Journeyman Communications CO/PBX	46.44	14.40	14.22	0.95	<b>L&amp;M</b>	<b>LEG</b>	
						0.25	0.15	76.41
<b>Elevator Workers</b>								
*See per diem note on last page								
<b>A0802</b>	Elevator Constructor	46.08	16.07	20.56	0.70	<b>L&amp;M</b>	<b>VAC</b>	
						1.00	5.11	89.52
<b>A0803</b>	Elevator Constructor Mechanic	65.83	16.07	20.56	0.70	<b>L&amp;M</b>	<b>VAC</b>	
						1.00	7.30	111.46
<b>Heat &amp; Frost Insulators/Asbestos Workers</b>								
*See per diem note on last page								
<b>A0902</b>	Asbestos Abatement-Mechanical Systems	41.35	9.24	11.12	1.50	<b>IAF</b>	<b>LML</b>	
						0.14	0.05	63.40
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	41.35	9.24	11.12	1.50	<b>IAF</b>	<b>LML</b>	
						0.14	0.05	63.40
<b>A0904</b>	Insulator, Group II	41.35	9.24	11.12	1.50	<b>IAF</b>	<b>LML</b>	
						0.14	0.05	63.40
<b>A0905</b>	Fire Stop	41.35	9.24	11.12	1.50	<b>IAF</b>	<b>LML</b>	
						0.14	0.05	63.40
<b>Ironworkers</b>								
*See per diem note on last page								
<b>A1101</b>	Ironworkers, including:	42.99	10.16	26.45	0.77	<b>L&amp;M</b>	<b>IAF</b>	
						0.20	0.24	80.81

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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### IronWorkers

\*See per diem note on last page

						L&M	IAF	
<b>A1101</b>	Ironworkers, including:	42.99	10.16	26.45	0.77	0.20	0.24	80.81
	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							

						L&M	IAF	
<b>A1102</b>	Helicopter	43.99	10.16	26.45	0.77	0.20	0.24	81.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
<b>A1103</b>	Fence/Barrier Installer	39.49	10.16	26.45	0.77	0.20	0.24	77.31

						L&M	IAF	
<b>A1104</b>	Guard Rail Layout Man	40.23	10.16	26.45	0.77	0.20	0.24	78.05

						L&M	IAF	
<b>A1105</b>	Guard Rail Installer	40.49	10.16	26.45	0.77	0.20	0.24	78.31

### Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

\*See per diem note on last page

						L&M	LEG	
<b>N1201</b>	Group I, including:	36.00	9.55	21.16	1.65	0.30	0.20	68.86
	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

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

						L&M	LEG	
<b>N1201</b>	Group I, including:	36.00	9.55	21.16	1.65	0.30	0.20	68.86

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

						L&M	LEG	
<b>N1202</b>	Group II, including:	37.00	9.55	21.16	1.65	0.30	0.20	69.86

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

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

						L&M	LEG	
<b>N1202</b>	Group II, including:	37.00	9.55	21.16	1.65	0.30	0.20	69.86

Environmental Laborer (asbestos, marine work)  
Floor Preparation, Core Drilling  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guniting Operator  
Hod Carrier  
Jackhammer/Chipping Gun or Pavement Breaker  
Laser Instrument Operator  
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)  
Mason Tender & Mud Mixer (sewer work)  
Pilot Car  
Pipelayer Helper  
Plasterer, Bricklayer & Cement Finisher Tender  
Powderman Helper  
Power Saw Operator  
Railroad Switch Layout Laborer  
Sandblaster  
Scaffold Building & Erecting  
Sewer Caulker  
Sewer Plant Maintenance Man  
Thermal Plastic Applicator  
Timber Faller, Chainsaw Operator, Filer  
Timberman

						L&M	LEG	
<b>N1203</b>	Group III, including:	37.90	9.55	21.16	1.65	0.30	0.20	70.76

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)

						L&M	LEG	
<b>N1204</b>	Group IIIA	41.78	9.55	21.16	1.65	0.30	0.20	74.64

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
<b>Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)</b>								
*See per diem note on last page								
<b>N1204</b>	Group IIIA	41.78	9.55	21.16	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	76.64
	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	25.57	9.55	21.16	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	58.43
	Final Building Cleanup							
	Permanent Yard Worker							
<b>N1206</b>	Group IIIB	47.36	5.50	21.16	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	76.17
	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							
<b>Laborers (The area that is south of N63 latitude and west of W138 longitude)</b>								
*See per diem note on last page								
<b>S1201</b>	Group I, including:	36.00	9.55	21.16	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	68.86
	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							

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

						L&M	LEG	
<b>S1201</b>	Group I, including:	36.00	9.55	21.16	1.65	0.30	0.20	68.86

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

						L&M	LEG	
<b>S1202</b>	Group II, including:	37.00	9.55	21.16	1.65	0.30	0.20	69.86

Burning & Cutting Torch  
Cement or Lime Dumper or Handler (sack or bulk)  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Choker Splicer  
Chucktender (wagon, air-track & hydraulic drills)  
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)  
Culvert Pipe Laborer  
Cured Inplace Pipelayer  
Environmental Laborer (asbestos, marine work)  
Floor Preparation, Core Drilling  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guniting Operator  
Hod Carrier

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

							L&M	LEG	
<b>S1202</b>	Group II, including:	37.00	9.55	21.16	1.65	0.30	0.20	69.86	

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>S1203</b>	Group III, including:	37.90	9.55	21.16	1.65	0.30	0.20	70.76	

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)

							L&M	LEG	
<b>S1204</b>	Group IIIA	41.78	9.55	21.16	1.65	0.30	0.20	74.64	

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)

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>Laborers (The area that is south of N63 latitude and west of W138 longitude)</b>								
*See per diem note on last page								
<b>S1204</b>	Group IIIA	41.78	9.55	21.16	1.65	<b>L&amp;M</b>	<b>LEG</b>	
	Traffic Control Supervisor, DOT Qualified					0.30	0.20	74.64
<b>S1205</b>	Group IV	25.57	9.55	21.16	1.65	<b>L&amp;M</b>	<b>LEG</b>	
	Final Building Cleanup					0.30	0.20	58.43
	Permanent Yard Worker							
<b>S1206</b>	Group IIIB	47.36	5.50	21.16	1.65	<b>L&amp;M</b>	<b>LEG</b>	
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)					0.30	0.20	76.17
	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							
<b>Millwrights</b>								
*See per diem note on last page								
<b>A1251</b>	Millwright (journeyman)	51.38	10.35	12.87	1.10	<b>L&amp;M</b>		
						0.40	0.05	76.15
<b>A1252</b>	Millwright Welder	52.38	10.35	12.87	1.10	<b>L&amp;M</b>		
						0.40	0.05	77.15
<b>Painters, Region I (North of N63 latitude)</b>								
*See per diem note on last page								
<b>N1301</b>	Group I, including:	37.83	9.77	15.10	1.08	<b>L&amp;M</b>		
	Brush					0.07		63.85
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
<b>N1302</b>	Group II, including:	38.35	9.77	15.10	1.08	<b>L&amp;M</b>		
	Bridge Painter					0.07		64.37
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=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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### Painters, Region I (North of N63 latitude)

\*See per diem note on last page

						L&M	
<b>N1302</b>	Group II, including:	38.35	9.77	15.10	1.08	0.07	64.37

Machine/Automatic Taping  
Pot Tender  
Sandblasting  
Specialty Painter  
Spray  
Structural Steel Painter  
Wallpaper/Vinyl Hanger

<b>N1304</b>	Group IV, including:	42.24	9.77	18.21	1.05	0.05	71.32
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Glazier  
Storefront/Automatic Door Mechanic

<b>N1305</b>	Group V, including:	39.86	9.77	5.00	1.10	0.10	55.83
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Carpet Installer  
Floor Coverer  
Heat Weld/Cove Base  
Linoleum/Soft Tile Installer

<b>N1306</b>	Group VI, including:	70.00	10.79	5.00	1.10	0.10	86.99
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Traffic Control Striper

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

\*See per diem note on last page

						L&M	
<b>S1301</b>	Group I, including :	34.47	9.77	16.45	1.08	0.07	61.84

Brush  
General Painter  
Hand Taping  
Hazardous Material Handler  
Lead-Based Paint Abatement  
Roll  
Spray

						L&M	
<b>S1302</b>	Group II, including :	35.72	9.77	16.45	1.08	0.07	63.09

General Drywall Finisher  
Hand/Spray Texturing  
Machine/Automatic Taping  
Wallpaper/Vinyl Hanger

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>S1303</b>	Group III, including :	35.72	9.77	16.45	1.08	<b>L&amp;M</b>		63.09
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
<b>S1304</b>	Group IV, including:	42.45	9.77	17.25	1.08	<b>L&amp;M</b>		70.62
	Glazier							
	Storefront/Automatic Door Mechanic							
<b>S1305</b>	Group V, including:	39.86	9.77	5.00	1.10	<b>L&amp;M</b>		55.83
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
<b>S1306</b>	Group VI, including:	70.00	10.79	5.00	1.10	<b>L&amp;M</b>		86.99
	Traffic Control Striper							
<b>Piledrivers</b>								
*See per diem note on last page								
<b>A1401</b>	Piledriver	44.39	10.35	15.82	1.75	<b>L&amp;M</b>		72.71
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
<b>A1402</b>	Piledriver-Welder/Toxic Worker	45.39	10.35	15.82	1.75	<b>L&amp;M</b>		73.71
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	48.70	10.35	15.82	1.75	<b>L&amp;M</b>		77.02
	Single Atmosphere Suit, Bell or Submersible Pilot							
<b>A1404</b>	Diver (working) **See note on last page	88.50	10.35	15.82	1.75	<b>L&amp;M</b>		116.82

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>Piledrivers</b>								
*See per diem note on last page								
<b>A1405</b>	Diver (standby) **See note on last page	48.70	10.35	15.82	1.75	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	77.02
<b>A1406</b>	Dive Tender **See note on last page	47.70	10.35	15.82	1.75	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	76.02
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	49.95	10.35	15.82	1.75	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.20	78.27
<b>Plumbers, Region I (North of N63 latitude)</b>								
*See per diem note on last page								
<b>N1501</b>	Journeyman Pipefitter	46.86	12.00	18.20	1.75	<b>L&amp;M</b> 1.20	<b>S&amp;L</b>	80.01
	Plumber							
	Welder							
<b>Plumbers, Region II (South of N63 latitude)</b>								
*See per diem note on last page								
<b>S1501</b>	Journeyman Pipefitter	41.00	12.38	15.27	1.55	<b>L&amp;M</b> 0.20		70.40
	Plumber							
	Welder							
<b>Plumbers, Region IIA (1st Judicial District)</b>								
*See per diem note on last page								
<b>X1501</b>	Journeyman Pipefitter	43.50	14.17	11.75	2.95	<b>L&amp;M</b> 0.24		72.61
	Plumber							
	Welder							
<b>Power Equipment Operators</b>								
*See per diem note on last page								
<b>A1601</b>	Group I, including:	47.74	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05	75.04
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Belcrete 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

								L&M		
<b>A1601</b>	Group I, including:									
	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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Power Equipment Operators

\*See per diem note on last page

						L&M		
<b>A1601</b>	Group I, including:	47.74	11.40	14.75	1.00	0.10	0.05	75.04

Service Oiler/Service Engineer  
Shot Blast Machine  
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)  
Sideboom (under 45 tons)  
Sub Grader (Gurries & similar types)  
Tack Tractor  
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter  
Wate Kote Machine

						L&M		
<b>A1602</b>	Group IA, including:	49.64	11.40	14.75	1.00	0.10	0.05	76.94

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)

						L&M		
<b>A1603</b>	Group II, including:	46.91	11.40	14.75	1.00	0.10	0.05	74.21

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

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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## Power Equipment Operators

\*See per diem note on last page

<b>A1603</b>	Group II, including:	46.91	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05	74.21
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Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

<b>A1604</b>	Group III, including:	46.13	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05	73.43
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"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:	39.42	11.40	14.75	1.00	<b>L&amp;M</b> 0.10	0.05	66.72
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Crane Assistant Engineer/Rig Oiler

Drill Helper

Parts & Equipment Coordinator

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
Power Equipment Operators								
*See per diem note on last page								
		L&M						
A1605	Group IV, including:	39.42	11.40	14.75	1.00	0.10	0.05	66.72
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
*See per diem note on last page								
		L&M						
A1701	Roofer & Waterproofer	47.62	13.75	3.91	0.81	0.10	0.06	66.25
		L&M						
A1702	Roofer Material Handler	34.23	13.75	3.91	0.81	0.10	0.06	52.86
Sheet Metal Workers, Region I (North of N63 latitude)								
*See per diem note on last page								
		L&M						
N1801	Sheet Metal Journeyman	51.93	12.55	15.86	1.80	0.12		82.26
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems							
	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								

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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### Sheet Metal Workers, Region II (South of N63 latitude)

\*See per diem note on last page

							L&M	
<b>S1801</b>	Sheet Metal Journeyman	47.05	12.55	14.90	2.01	0.43		76.94
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems							
	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

							L&M	
<b>A1901</b>	Sprinkler Fitter	54.01	11.45	18.25	0.52	0.25		84.48

### Surveyors

\*See per diem note on last page

							L&M	
<b>A2001</b>	Chief of Parties	54.50	12.48	13.64	1.20	0.10		81.92
							L&M	
<b>A2002</b>	Party Chief	50.69	12.48	13.64	1.20	0.10		78.11
							L&M	
<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	47.94	12.48	13.64	1.20	0.10		75.36
							L&M	
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	45.69	12.48	13.64	1.20	0.10		73.11

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>Surveyors</b>								
*See per diem note on last page								
<b>A2006</b>	Chain Person (for crews with more than 2 people)	41.09	12.48	13.64	1.20		<b>L&amp;M</b> 0.10	68.51
<b>Truck Drivers</b>								
*See per diem note on last page								
<b>A2101</b>	Group I, including:	46.84	12.48	13.64	1.20		<b>L&amp;M</b> 0.10	74.26
	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 articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards							
	Fueler							
	Helicopter Transporter							
	Liquid Vac Truck/Super Vac Truck							
	Material Coordinator or Purchasing Agent							
	Oil Distributor Truck							
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)							
	Semi with Double Box Mixer							
	Tireman, Medium Duty (Truck Tires up to 1200-24")							
	Water Wagon (250 Bbbs and above)							
<b>A2102</b>	Group 1A including:	48.19	12.48	13.64	1.20		<b>L&amp;M</b> 0.10	75.61
	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)							
	Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)							
<b>A2103</b>	Group II, including:	45.51	12.48	13.64	1.20		<b>L&amp;M</b> 0.10	72.93
	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							

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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## Truck Drivers

\*See per diem note on last page

<b>A2103</b>	Group II, including:	45.51	12.48	13.64	1.20	<b>L&amp;M</b> 0.10	72.93
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Dump Trucks (including articulating end dump, 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  
 Partsman  
 Ready-mix (up to & including 12 yards)  
 Stringing Truck  
 Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	44.64	12.48	13.64	1.20	<b>L&amp;M</b> 0.10	72.06
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Boom Truck/Knuckle Truck (up to & including 5 tons)  
 Dump Trucks (including articulating end dump, 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:	44.02	12.48	13.64	1.20	<b>L&amp;M</b> 0.10	71.44
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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

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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### Truck Drivers

\*See per diem note on last page

							L&M	
<b>A2105</b>	Group IV, including:	44.02	12.48	13.64	1.20	0.10		71.44
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Tireman, Light Duty							
	Track Truck Equipment							
	Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck (straight)							
	Water Wagon, Semi							

							L&M	
<b>A2106</b>	Group V, including:	43.22	12.48	13.64	1.20	0.10		70.64
	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 Seeder, Single Axle							
	Pickups (pilot cars & all light-duty vehicles)							
	Rigger							
	Swamper							
	Tack Truck (welders/gear)							
	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:	39.60	9.55	21.16	1.65	0.30	0.20		72.46
	Brakeman								
	Mucker								

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, 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:	39.60	9.55	21.16	1.65	0.30	0.20	72.46

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:	40.70	9.55	21.16	1.65	0.30	0.20	73.56

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

						L&M	LEG	
<b>N2203</b>	Group III, including:	41.69	9.55	21.16	1.65	0.30	0.20	74.55

Miner  
Retimberman

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	45.96	9.55	21.16	1.65	0.30	0.20	78.82

Asphalt Raker, Asphalt Belly Dump Lay Down  
Drill Doctor (in the field)  
Driller (including, but not limited to wagon drills, air-track drills,  
hydraulic drills)  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Powderman (Employee Possessor)  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	52.10	5.50	21.16	1.65	0.30	0.20	80.91

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

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

\*See per diem note on last page

						L&M	LEG	
<b>S2201</b>	Group I, including:	39.60	9.55	21.16	1.65	0.30	0.20	72.46

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>S2202</b>	Group II, including:	40.70	9.55	21.16	1.65	0.30	0.20	73.56

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

						L&M	LEG	
<b>S2203</b>	Group III, including:	41.69	9.55	21.16	1.65	0.30	0.20	74.55

Miner  
Retimberman

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	45.96	9.55	21.16	1.65	0.30	0.20	78.82

Asphalt Raker, Asphalt Belly Dump Lay Down  
Drill Doctor (in the field)  
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Powderman (Employee Possessor)  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	52.10	5.50	21.16	1.65	0.30	0.20	80.91

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)

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>Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)</b>								
*See per diem note on last page								

<b>S2206</b>	Group IIIB, including:	52.10	5.50	21.16	1.65	<b>L&amp;M</b>	<b>LEG</b>	
	Stake Hopper					0.30	0.20	80.91

<b>Tunnel Workers, Power Equipment Operators</b>								
*See per diem note on last page								

<b>A2207</b>	Group I	52.51	11.40	14.75	1.00	<b>L&amp;M</b>		
						0.10	0.05	79.81

<b>A2208</b>	Group IA	54.60	11.40	14.75	1.00	<b>L&amp;M</b>		
						0.10	0.05	81.90

<b>A2209</b>	Group II	51.60	11.40	14.75	1.00	<b>L&amp;M</b>		
						0.10	0.05	78.90

<b>A2210</b>	Group III	50.74	11.40	14.75	1.00	<b>L&amp;M</b>		
						0.10	0.05	78.04

<b>A2211</b>	Group IV	43.36	11.40	14.75	1.00	<b>L&amp;M</b>		
						0.10	0.05	70.66

\* 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



### Shipyard Rates Addendum

This Addendum was developed to address the specialized industry of shipbuilding/repair in Alaska, as it relates to public works. For the purposes of providing rates for shipyard work the Department is adopting Shipyard rates from the state of Washington ( King County ). These rates only apply to work done in shipbuilding/repair in Alaska, under a public contract. This addendum will be updated two times a year to coincide with the corresponding Issue of *Laborers and Mechanics MINIMUM RATES OF PAY*.

Class Code	BHR H&W PEN TRN Other Benefits THR
<b>Shipyard Workers</b> *See total hourly(THR) note below	
A2300	Ship Building/Repair Boilermaker 50.35
A2305	Ship Building/Repair Carpenter 50.95
A2310	Ship Building/Repair Crane Operator 45.06
A2315	Ship Building/Repair Electrician 50.42
A2320	Ship Building/Repair Heat & Frost Insulator 84.84
A2325	Ship Building/Repair Laborer 50.95
A2330	Ship Building/Repair Mechanist 50.95
A2335	Ship Building/Repair Operating Engineer 45.06
A2340	Ship Building/Repair Painter 50.95
A2345	Ship Building/Repair Pipefitter 50.95
A2350	Ship Building/Repair Rigger 50.35
A2355	Ship Building/Repair Sheet Metal 50.35
A2360	Ship Building/Repair Shipwright 50.95
A2365	Ship Building/Repair Warehouse 45.06

\*The THR includes the base hourly rate (BHR) and fringe benefits. Employers must pay a BHR and fringe benefit package that adds up to the THR. Fringe benefits included in the THR can be paid to employees in three ways; paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

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

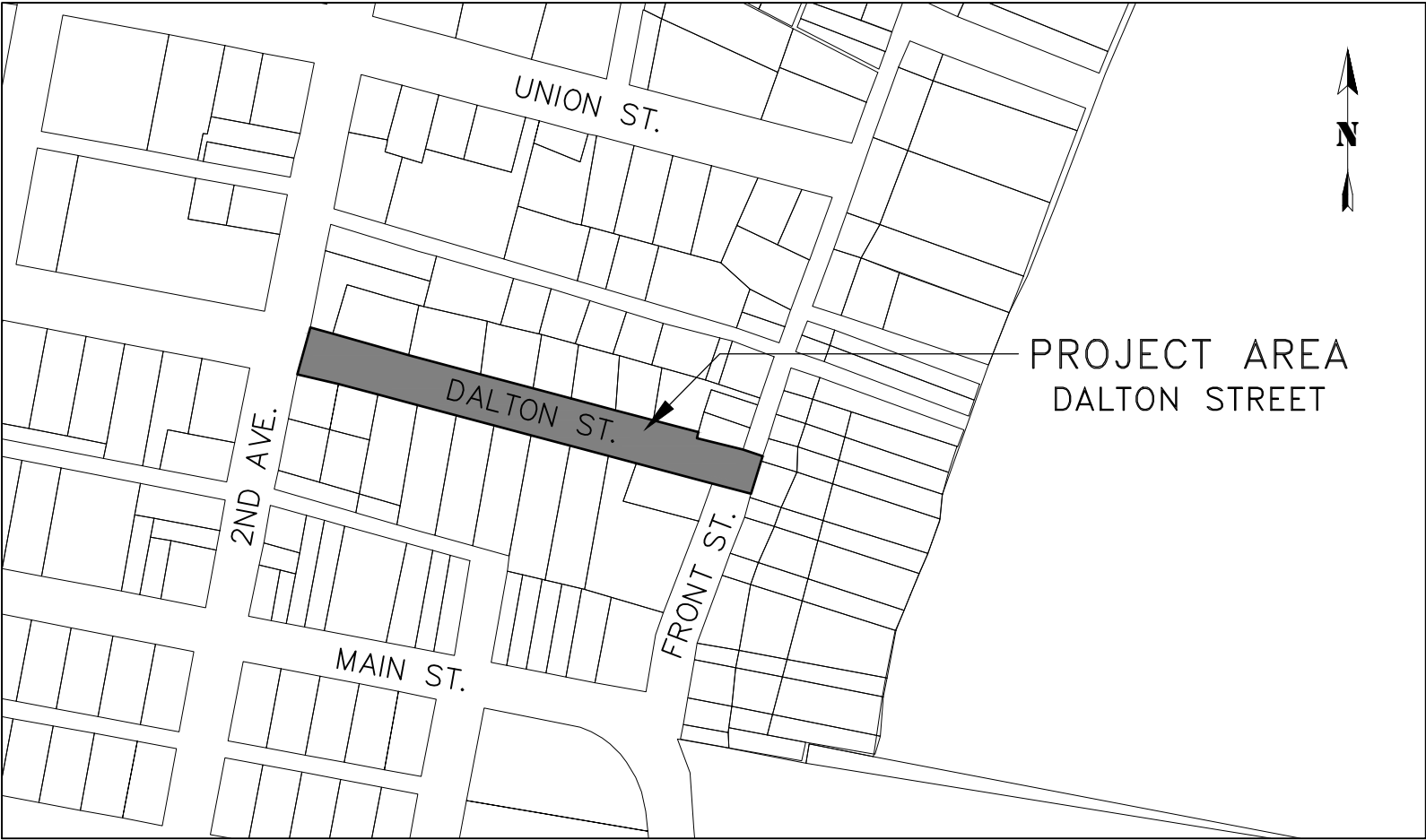
# DALTON STREET REPAIRS

## DEC 2020 STORM EVENT 4585DR-AK

### P/W #00021(437601)

HAINES BOROUGH, ALASKA

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LEGEND, ABBREVIATIONS, GENERAL NOTES
3	ESTIMATE OF QUANTITIES & SUMMARY TABLES
4	TYPICAL SECTION
5-8	CONSTRUCTION DETAILS
9	PLAN & PROFILE-BOP TO 13+20
10	PLAN & PROFILE-13+20 TO EOP
11	GRADING-BOP TO 13+20
12	GRADING-13+20 TO EOP
13	SURVEY CONTROL MAP



PROJECT LOCATION MAP  
NTS



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



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## DALTON STREET REPAIRS

P/W #00021(437601)

## COVER SHEET

SHEET NUMBER	
1	OF
13	

LEGEND

ABBREVIATIONS

GENERAL NOTES

DESCRIPTION	EXISTING	REMOVE	PROPOSED
ASPHALT	EDGE OF ASPHALT		HATCHED AREA
BUILDING			
CONCRETE			
CURB & GUTTER			
FENCE			
FIRE HYDRANT			
HEADWALL			
INSULATION BOARD			
MONUMENT			
PROPERTY LINE			
SANITARY SEWER CLEANOUT			
SANITARY SEWER PIPE	PIPE SIZE & TYPE		SP-1
SANITARY SEWER MANHOLE			SS-1
SIDEWALK RAMP			
SIGN			
STORM AREA DRAIN			
STORM DRAIN CATCH BASIN			S-1
STORM DRAIN PIPE	PIPE SIZE & TYPE SD	SD	SD P-1 SD
STORM DRAIN PIPE (UNDERDRAIN)			UD UD UD
STORM DRAIN MANHOLE, GRATE			
TREES			
UNDERGROUND PIPE CAP			
UTILITY POLE			
VALLEY GUTTER			
WATER LINE PIPE	PIPE SIZE & TYPE		PIPE SIZE & TYPE
WATER VALVE BOX			

AC	ASPHALT CONCRETE
ACP	ASBESTOS CEMENT PIPE
BOP	BEGINNING OF PROJECT
BOW	BOTTOM OF WALL
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CPP	CORRUGATED POLYETHYLENE PIPE
CTE	CONNECT TO EXISTING
DIP	DUCTILE IRON PIPE
DIA	DIAMETER
EL	ELEVATION
EOP	END OF PROJECT
EVC	END VERTICAL CURVE
EX	EXISTING
FG	FINISHED GRADE
FH	FIRE HYDRANT
GV	GATE VALVE
HB	HAINES BOROUGH
IE	INVERT ELEVATION
INV	INVERT
LT	LEFT
LVC	LENGTH OF VERTICAL CURVE
MH	MANHOLE
MIN	MINIMUM
MTE	MATCH TO EXISTING
NO	NUMBER
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRIC
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
ROW	RIGHT-OF-WAY
RP	RADIUS POINT
RT	RIGHT
SDMH	STORM DRAIN MANHOLE
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
TBC	TOP BACK OF CURB
TBG	TOP BACK OF GUTTER
TBM	TEMPORARY BENCHMARK
TP	TOP OF PAVEMENT
TYP	TYPICAL
UNK	UNKNOWN
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY

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. 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.
4. THE TOTAL DISTURBED AREA FOR THIS PROJECT IS ANTICIPATED TO BE LESS THAN ONE ACRE.
5. ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING CONDITIONS AND GRADES, AND STABILIZED WITH AN APPROVED HYDRAULIC GROWTH MEDIUM AND GRASS SEED UNLESS OTHERWISE SHOWN ON THE PLANS.
6. 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.
7. 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.
8. 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.
9. 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.
10. ALL ITEMS DESIGNATED TO BE REMOVED SHALL BE DISPOSED OF OFF-SITE, EXCEPT AS NOTED IN THE CONTRACT DOCUMENTS.
11. ALL OTHER MATERIALS TO BE REMOVED AND DISPOSED OF SHALL BECOME THE PROPERTY OF THE CONTRACTOR, INCLUDING CONCRETE, ASPHALT, UNSUITABLE SOILS AND ETC.

TRAFFIC CONTROL NOTES


1. ALL TRAFFIC TO 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. ROAD CLOSURES MAY BE PERMITTED FOR THIS PROJECT WITH ENGINEER APPROVAL. LOCAL ACCESS MUST BE MAINTAINED AT ALL TIMES.
3. IF THE ROAD IS NOT CLOSED, A MINIMUM OF ONE LANE (10' MINIMUM WIDTH) SHALL BE KEPT OPEN TO VEHICULAR TRAFFIC AT ALL TIMES, EXCEPT A FIVE (5) MINUTE MAXIMUM STOPPAGE TO VEHICULAR TRAFFIC WILL BE PERMITTED, WITH NO MORE THAN ONE TRAFFIC STOPPAGE PER HOUR.
4. NOTIFICATION OF WORK THAT MAY IMPEDE TRAFFIC MUST BE PROVIDED TO THE HB PUBLIC WORKS DEPARTMENT, HB POLICE DEPARTMENT, HAINES VOLUNTEER FIRE DEPARTMENT, CHILKOOT INDIAN ASSOCIATION, ALASKA DOT&PF HAINES M&O FOREMAN, AND THE GENERAL PUBLIC A MINIMUM OF 72 HOURS IN ADVANCE OF IMPLEMENTING TRAFFIC CONTROL.
5. CONTRACTOR MUST PROVIDE ALL NECESSARY SIGNS AND TRAFFIC CONTROL DEVICES TO MOVE TRAFFIC THROUGH THE PROJECT SITE.
6. PROVIDE A PEDESTRIAN PATH ALONG AT LEAST ONE SIDE OF THE STREET AT ALL TIMES. THE PEDESTRIAN PATHWAY SHALL BE CLEARLY MARKED.
7. PROVIDE ACCESS FOR EMERGENCY VEHICLES AT ALL TIMES.

STANDARD SPECIFICATION

PERFORM THE WORK SHOWN BY THESE PLANS IN ACCORDANCE WITH THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES 2020 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE PROJECT MANUAL.



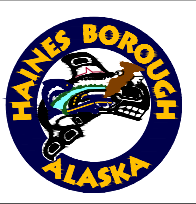
RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



CERTIFICATE OF AUTHORIZATION  
#100662

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DALTON STREET  
REPAIRS

P/W #00021(437601)

LEGEND,  
ABBREVIATIONS &  
GENERAL NOTES

SHEET NUMBER

2  
OF  
13

C:\Users\EthanRoemeling\proHNS Dropbox\Projects\Haines\HB Flood Damage Engineering\C3D Flood Damage Engineering\C3D Dalton Street\Sheets

March 5, 2024

ESTIMATE OF QUANTITIES						
PAY ITEM	PAY ITEM DESCRIPTION	PAY UNIT	DAMAGE DESCRIPTION & DIMENSIONS REPAIR WORK	METHOD OF REPAIR WORK	HAZARD MITIGATION WORK	LOCAL/PRIVATE
202.0001.0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM			ALL REQ'D	
202.0002.000A	REMOVAL OF PAVEMENT, ASPHALT	SY	1652			
202.0002.000C	REMOVAL OF PAVEMENT, CONCRETE	SY		81		
202.0003.0000	REMOVAL OF SIDEWALK	SY		261		
202.0009.0000	REMOVAL OF CURB AND GUTTER	LF		512		
203.0003.0000	UNCLASSIFIED EXCAVATION	CY		952		
301.0002.00D1	AGGREGATE BASE COURSE, GRADING D-1	CY	284	57		
301.0002.00D1.P	AGGREGATE BASE COURSE, GRADING D-1	CY				15
303.2003.0000	DITCH RECONDITIONING	LF			309	
304.0002.000B	SUBBASE, GRADING B	CY	498			
401.0001.002B	HMA TYPE II; CLASS B	TON	303			
401.0001.002B.P	HMA TYPE II; CLASS B	TON				17
401.0004.5834	ASPHALT BINDER, GRADE PG 58-34	TON	15			
401.0004.5834.P	ASPHALT BINDER, GRADE PG 58-34	TON				1
603.0021.0012	CORRUGATED POLYETHYLENE PIPE 12 INCH	LF			26	
603.0021.0018	CORRUGATED POLYETHYLENE PIPE 18 INCH	LF			669	
604.0002.0000	SANITARY SEWER MANHOLE	EACH			2	
604.0005.000A	INLET, TYPE IV	EACH			9	
604.2008.0000	HEADWALL CONCRETE, WITHOUT HINGED TRASH RACK	EACH			4	
605.0006.0006	PERFORATED CPP FOR UNDERDRAIN 6 INCH	LF			97	
608.0001.0004	CONCRETE SIDEWALK, 4 INCHES THICK	SY		249		
608.0001.0006	CONCRETE DRIVEWAY, 6 INCHES THICK	SY		134		
609.0002.0001	CURB AND GUTTER, TYPE MOUNTABLE	LF		542		
609.0002.0002	CURB AND GUTTER, TYPE VALLEY	LF			558	
615.0002.0000	REMOVE AND RELOCATE SIGN	EACH		1		
618.0005.0000	SEEDING	LUMP SUM		ALL REQ'D		
626.0001.0008	SANITARY SEWER CONDUIT, 8 INCH	LF			269	
626.0002.0000	SANITARY SEWER SERVICE CONNECTION	EACH			8	
626.0002.0000.L	SANITARY SEWER SERVICE CONNECTION	EACH				4
627.0003.0000	INSTALL VALVE BOX	EACH		2		
627.0008.0000.L	WATER SERVICE CONNECTION	EACH				4
627.0008.0004.L	AMERICAN LEGION 4" WATER SERVICE	EACH				1
627.0008.0006.L	CAPTAIN'S CHOICE 6" WATER SERVICE	EACH				1
627.0010.0000	ADJUSTMENT OF VALVE BOX	EACH		4		
635.0002.0000	INSULATION BOARD	SF			960	
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LUMP SUM		ALL REQ'D		
642.0001.0000	CONSTRUCTION SURVEYING	LUMP SUM		ALL REQ'D		
642.0014.0000	CONSTRUCTION SURVEYING BY DIRECTIVE	HR		30		
643.0002.0000	TRAFFIC MAINTENANCE	LUMP SUM		ALL REQ'D		
658.0001.0000	ESCP WITHOUT CGP COVERAGE	LUMP SUM		ALL REQ'D		
658.0002.0000	ESCP CHANGES BY DIRECTIVE	CS		ALL REQ'D		
* PAY ITEMS WITH "L" DESIGNATION ARE INCLUDED IN BID ALTERNATE 1. PAY ITEMS WITH "P" DESIGNATION ARE INCLUDED IN BID ALTERNATE 2.						

WATER SERVICE SUMMARY			
SERVICE TO	STATION & OFFSET	SIZE/TYPE	REMARKS
190 2ND AVENUE	10+95.57, 26.19 RT	4" DIP	SEE NOTES 1, 2 & 3
118 DALTON STREET	10+94.85, 27.44 LT	6" DIP	SEE NOTES 1, 2 & 3
101 DALTON STREET	13+03.51, 25.88 RT	1" POLY	SEE NOTE 1 & 3
LOT 26 DALTON STREET	14+06.52, 25.56 RT	1" POLY	SEE NOTE 1 & 3
LOT 27 DALTON STREET	14+45.76, 25.44 RT	1" POLY	SEE NOTE 1 & 3
LOT 1 DALTON STREET	14+77.67, 30.69 LT	1" POLY	SEE NOTE 1 & 3
NOTES: 1. INSTALL NEW WATER SERVICE AND CURB BOX PER DETAIL 1 SHEET 8, CONNECT TO EXISTING WATER SERVICE IF EXISTING. STATION AND OFFSET ARE GIVEN TO THE CENTER OF VALVE BOX. REMOVE AND DISPOSE OF EXISTING CURB BOX AND CURB STOP IF EXISTING. 2. THIS WATER SERVICE BOX WAS NOT FIELD LOCATED, CONTRACTOR SHALL DETRERMINE THE LOCATION OF THE EXISTING WATER SERVICE, PRIOR TO INSTALLING NEW WATER SERVICE. 3. ALL WATER SERVICES ARE INCLUDED IN BID ALTERNATE 1.			

DITCH RECONDITIONING SUMMARY			
BEGIN		END	
STA:	OFF:	STA:	OFF:
11+32.59	20.00 RT	11+81.64	20.00 RT
12+22.25	20.00 RT	12+68.84	20.00 RT
13+56.17	20.00 RT	14+49.85	20.00 RT
15+75.96	22.79 LT	15+89.82	118.95 LT

SEWER SERVICE SUMMARY			
SERVICE TO	STATION & OFFSET	SIZE/TYPE	REMARKS
190 2ND AVENUE	11+28.49, 26.90 RT	6" PVC	SEE NOTES 1 & 2
118 DALTON STREET	11+57.50, 21.45 LT	6" PVC	SEE NOTES 1 & 2
113 DALTON STREET	11+65.71, 26.32 RT	6" PVC	SEE NOTES 1 & 2
112 DALTON STREET	12+03.95, 29.80 LT	6" PVC	SEE NOTES 1 & 2
103 DALTON STREET	12+73.28, 25.98 RT	6" PVC	SEE NOTES 1 & 2
102 DALTON STREET	13+00.83, 30.11 LT	6" PVC	SEE NOTES 1 & 2
101 DALTON STREET	13+06.52, 25.87 RT	6" PVC	SEE NOTES 1 & 3
23 DALTON STREET	13+49.62, 25.73 RT	6" PVC	SEE NOTES 1 & 2
22 DALTON STREET	13+77.58, 30.36 LT	6" PVC	SEE NOTES 1 & 2
LOT 26 DALTON STREET	14+09.50, 25.54 RT	6" PVC	SEE NOTES 1 & 3
LOT 27 DALTON STREET	14+48.79, 25.42 RT	6" PVC	SEE NOTES 1 & 3
LOT 1 DALTON STREET	14+80.70, 30.69 LT	6" PVC	SEE NOTES 1 & 3
NOTES: 1. INSTALL NEW SEWER CLEANOUT PER DETAIL 3 SHEET 8 AND CONNECT TO EXISTING SEWER SERVICE IF EXISTING. STATION AND OFFSET ARE GIVEN TO THE CENTER OF CLEANOUT. 2. THIS SEWER SERVICE WAS NOT FIELD LOCATED, CONTRACTOR SHALL DETRERMINE THE LOCATION OF THE EXISTING SEWER SERVICE, PRIOR TO INSTALLING NEW SEWER SERVICE. 3. THIS SEWER SERVICE IS INCLUDED IN BID ALTERNATE 1			

STORM DRAIN STRUCTURE FRAME & GRATE SUMMARY	
STRUCTURE NO.	EAST JORDAN, OLYMPIC FOUNDRY CO., NEENAH FOUNDRY, CBJ STANDARD NO., OR APPROVED EQUAL
S-1	OFKO MH34SCDI & SLOTTED COVER
S-2	D&L 1-3386-04/1-3386-R2
S-3	D&L 1-3386-04/1-3386-R2
S-4	OFKO MH34SCDI & SLOTTED COVER
S-5	D&L 1-3386-04/1-3386-R2
S-6	D&L 1-3386-04/1-3386-R2
S-7	EJ 7701, T2 HOOD & 7700 M3 GRATE
S-8	D&L 1-3386-04/1-3386-R2
S-9	EJ 7701, T2 HOOD & 7700 M3 GRATE
NOTES: 1. CATCH BASIN TOP SLAB OPENINGS SHALL BE DIMENSIONED TO FIT THE FRAME DIMENSIONS. ALL GRATES SHALL BE HEAVY DUTY CONSTRUCTION & BICYCLE SAFE. ALL FRAMES & GRATES TO BE DUCTILE IRON.	

PIPE REMOVAL SUMMARY				
SIZE	PIPE TYPE	INLET	OUTLET	APPROXIMATE LINEAR FOOTAGE
		STATION & OFFSET	STATION & OFFSET	
8"	DIP - SEWER	UNKNOWN	13+82.25, 11.78 LT	225
8"	DIP - SEWER	13+82.25, 11.78 LT	14+20.18, 7.01 LT	38
20"	CMP - STORM	11+76.62, 19.49 RT	12+27.28, 20.28 RT	51
18"	CMP - STORM	12+63.84, 20.00 RT	13+59.46, 18.87 RT	96
UNK	UNK - STORM	13+17.26, 14.00 LT	UNKNOWN	270



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



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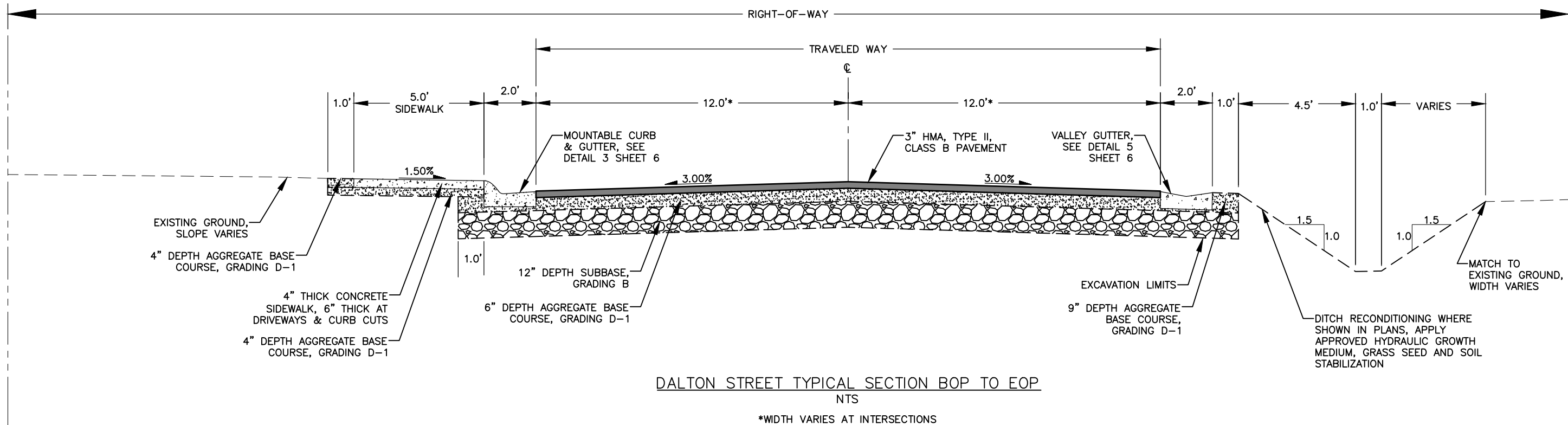
## DALTON STREET REPAIRS

P/W #00021(437601)

## ESTIMATE OF QUANTITIES & SUMMARY TABLES

SHEET NUMBER	
3	OF
13	





TYPICAL SECTION NOTES

- 1. SIDE SLOPES, WIDTHS AND GRADES MAY VARY AT SOME LOCATIONS, SEE GRADING SHEETS FOR ADDITIONAL INFORMATION.
- 2. RECONDITIONED DRAINAGE DITCHES MUST MEET MINIMUM DIMENSIONS AND MAXIMUM SLOPES AS SHOWN IN TYPICAL SECTIONS. IF EXISTING DITCHES DO NOT EXCEED MAXIMUM SLOPES AND MEET MINIMUM DIMENSIONS THAN RECONDITIONING MAY NOT BE REQUIRED, AS DETERMINED BY THE ENGINEER.
- 3. EXISTING OVERHEAD/UNDERGROUND ELECTRICAL UTILITIES, DRIVEWAYS, DRIVEWAY CULVERTS, SANITARY SEWER SERVICES AND WATER SERVICES ARE NOT SHOWN ON TYPICAL SECTIONS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND MAINTAINING EXISTING SITE FEATURES THROUGHOUT CONSTRUCTION OF THE PROJECT, INCLUDING ANY SHORING AND SUPPORTING. SEE PLAN VIEW DRAWINGS FOR LOCATIONS.
- 4. DEPTH AND HORIZONTAL LOCATION OF EXISTING UNDERGROUND ELECTRICAL, WATER, AND SANITARY SEWER VARIES. SEE PLAN SHEETS FOR APPROXIMATE LOCATIONS.
- 5. ADDITIONAL EXCAVATION BELOW THE NEATLINE SUBCUT LEVEL MAY BE REQUIRED BY THE ENGINEER IF ORGANIC OR OTHER UNSUITABLE MATERIALS ARE FOUND AT OR NEAR THE PLANNED SUBCUT LEVEL. USABLE MATERIAL FROM EXCAVATION SHALL BE USED TO BACKFILL THE ADDITIONAL AREAS OF EXCAVATION. BACKFILLING WITH USABLE MATERIAL FROM EXCAVATION WILL BE CONSIDERED INCIDENTAL TO OTHER WORK.
- 6. PROOF ROLLING BOTTOM OF SUBCUT EXCAVATION LIMITS SHALL BE PERFORMED USING A MINIMUM 10-TON SELF-PROPELLED VIBRATORY COMPACTOR. A MINIMUM OF TWO (2) PASSES (ONE PASS EQUALS DOWN AND BACK) SHALL BE MADE OVER THE SUBCUT SOILS OR AS APPROVED BY THE ENGINEER.
- 7. BACKFILL TRENCHES AND VOIDS FROM EXISTING UTILITY REMOVALS WITH NATIVE MATERIAL TO EXCAVATION LIMITS. PLACE AND COMPACT MAX 12 INCH THICK LIFTS TO SATISFACTION OF THE ENGINEER.
- 8. DRIVEWAYS DISTURBED DURING CONSTRUCTION SHALL BE RECONSTRUCTED TO EQUAL OR BETTER CONDITION WITH SUBGRADE REPLACED IN LAYERS TO MATCH THOSE REMOVED, EXCEPT:
  - A. GRAVEL DRIVEWAYS SHALL BE SUBCUT TO 4" BELOW FINISH GRADE AND REPLACED WITH 4" OF BASE COURSE, GRADING D-1.
  - B. ORGANICS, ROOTS, WOOD OR OTHER DELETERIOUS MATERIALS ENCOUNTERED IN DRIVEWAYS DURING EXCAVATION OPERATIONS SHALL BE REMOVED AS DIRECTED BY THE ENGINEER AND DISPOSED OF AT AN APPROVED OFFSITE DISPOSAL SITE. BACKFILL VOIDS BELOW THE REQUIRED SUBCUT LAYER WITH USABLE EXCAVATION.
- 9. PLACE AND GRADE BASE COURSE GRADING, D-1 USED TO MATCH TO EXISTING GROUND TO PROVIDE A SMOOTH, WELL DRAINED TRANSITION TO EXISTING GRADES, AS DIRECTED BY THE ENGINEER.
- 10. TOP OF PAVEMENT GRADES GIVEN ON THE PLANS ARE ACTUAL FINISHED PAVEMENT SURFACE ELEVATIONS.
- 11. TOP OF ASPHALT ALONG NEW GUTTER SHALL BE 1/4-INCHES ABOVE LIP OF GUTTER.

PAVING SEQUENCE NOTES

- 1. LAYDOWN OPERATIONS SHALL BE CONDUCTED IN A MANNER WHICH ENSURES THAT THE MINIMUM TEMPERATURE ALONG THE CENTERLINE EDGE OF THE FIRST PAVED LANE DOES NOT FALL BELOW 200°F BEFORE THE SECOND LANE IS PAVED.
- 2. IF MINIMUM TEMPERATURE CANNOT BE MET, THE CONTRACTOR SHALL SAWCUT AND TACK CENTERLINE JOINT BEFORE PAVING ADJOINING PANEL, AND THEN SEAL TOP OF JOINT AFTER PAVING WITH CSS-1 OR APPROVED EQUAL.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



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DESIGNED BY:	J. SPRIGGS
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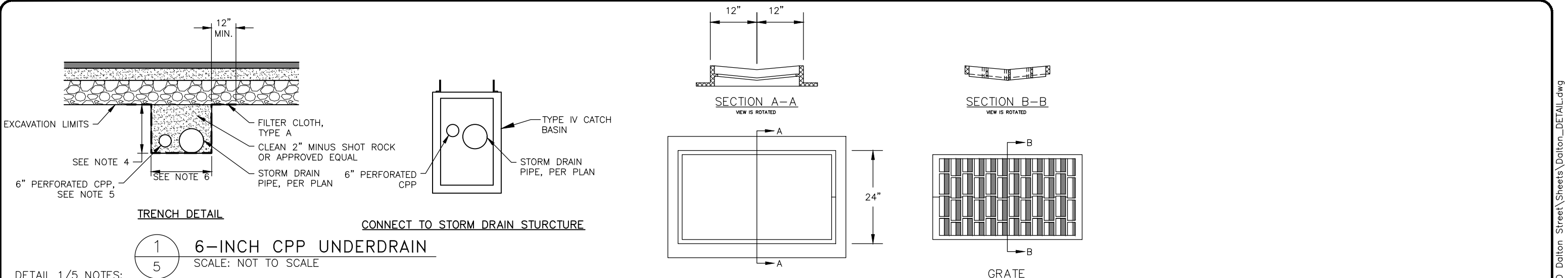


DALTON STREET  
REPAIRS

P/W #00021(437601)

TYPICAL SECTION

SHEET NUMBER	
4	OF
13	



DETAIL 1/5 NOTES:

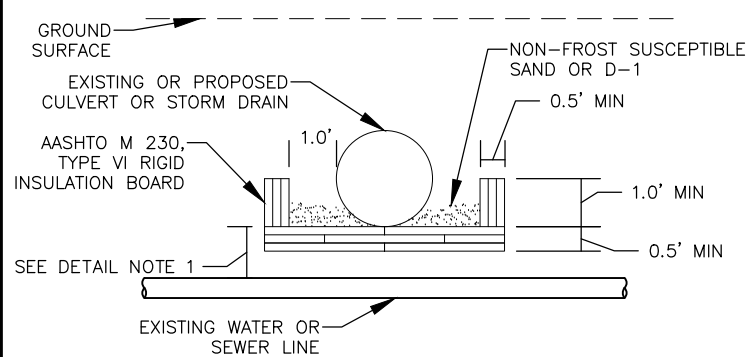
1. OUTFALL CONNECTIONS WILL BE INTO CATCH BASINS.
2. END OF UNDERDRAIN SHALL BE CONNECTED TO STORM DRAIN STRUCTURES AND OPPOSITE END CAPPED, SEE PLANS. FILTER CLOTH SHALL BE FOLDED AND OVERLAPPED TO SEAL END OF DRAIN ROCK SECTION.
3. PROVIDE KNOCK OUTS IN STORM DRAIN STRUCTURES LARGE ENOUGH TO ACCOMMODATE BOTH UNDERDRAIN AND STORM DRAIN PIPE.
4. DEPTH VARIES SEE PLAN OR PROFILE SHEETS.
5. MINIMUM UNDERDRAIN SLOPE SHALL BE 0.50%.
6. TRENCH WIDTH SHALL BE 3'-2" WIDE AT STORM PIPE CROSSINGS AND 1'-6" WIDE WHEN NO STORM DRAIN PIPE IS PRESENT.

FRAME

2 VALLEY GUTTER INLET DETAIL  
5 SCALE: NOT TO SCALE

DETAIL 2/5 NOTES:

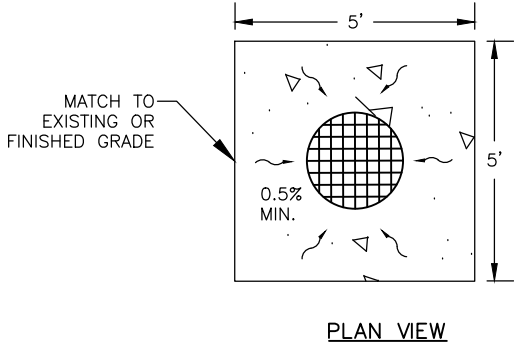
1. FRAME AND GRATE MUST BE OF A TYPE THAT WILL NOT CREATE A HAZARD FOR BICYCLE TRAFFIC.
2. FRAME AND GRATE SHALL MEET HIGHWAY STANDARD-20 LOAD REQUIREMENTS.



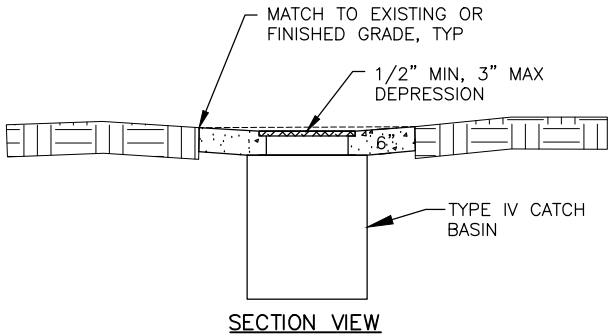
3 WATER LINE INSULATION DETAILS  
5 SCALE: NOT TO SCALE

DETAIL 3/5 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 CONCRETE AREA DRAIN DETAIL  
5 SCALE: NOT TO SCALE



5 PIPE TRENCH DETAIL  
5 SCALE: NOT TO SCALE


DETAIL 5/5 NOTES:

1. FOR PIPE SIZE AND MATERIAL SEE CONSTRUCTION PLAN, SHEETS.
2. PIPE TO HAVE MINIMUM 1' BEDDING IN EACH DIRECTION.



RECORD OF REVISIONS

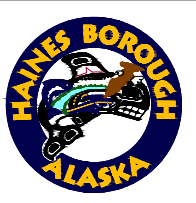
No.	DATE	DESCRIPTION	BY



DRAWN BY: J. SPRIGGS  
DESIGNED BY: J. SPRIGGS  
CHECKED BY: G. GLADSKO

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DALTON STREET  
REPAIRS

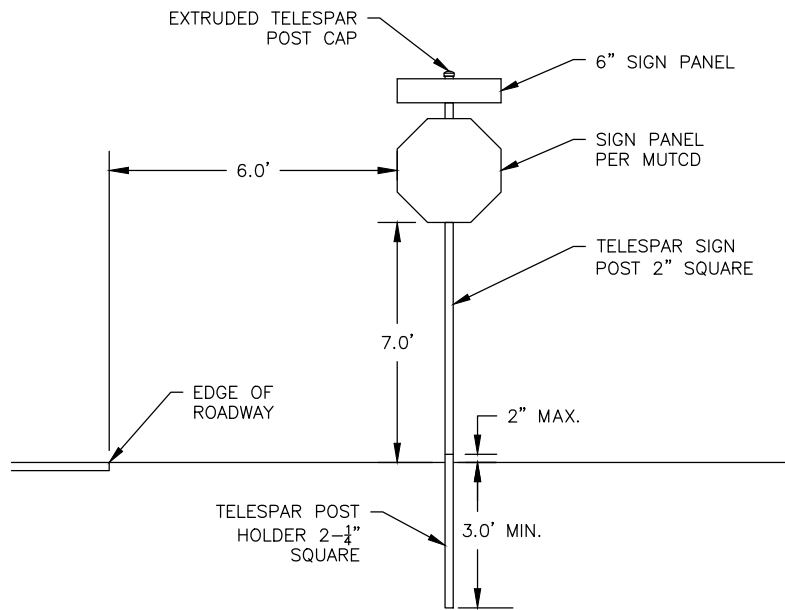
P/W #00021(437601)

CONSTRUCTION  
DETAILS 1

SHEET NUMBER  
5  
OF  
13

March 5, 2024

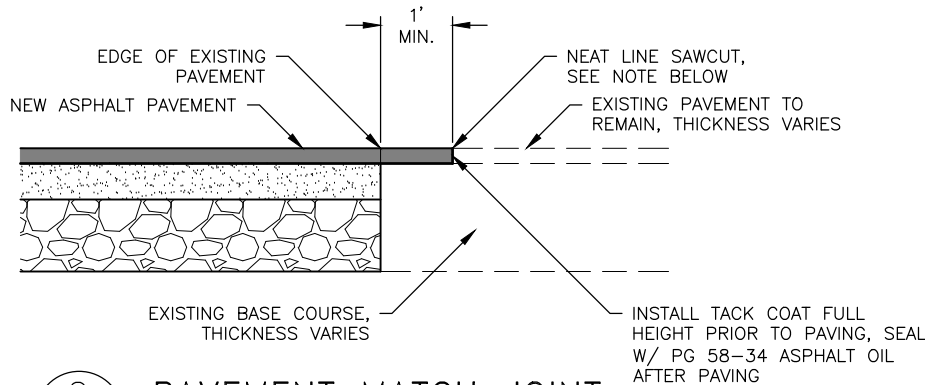
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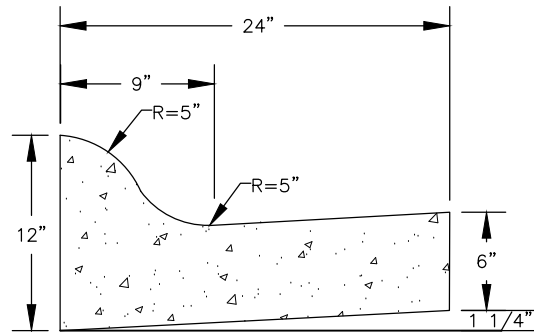
1  
6  
SIGN ASSEMBLY DETAIL  
SCALE: NOT TO SCALE

DETAIL 1/6 NOTES:

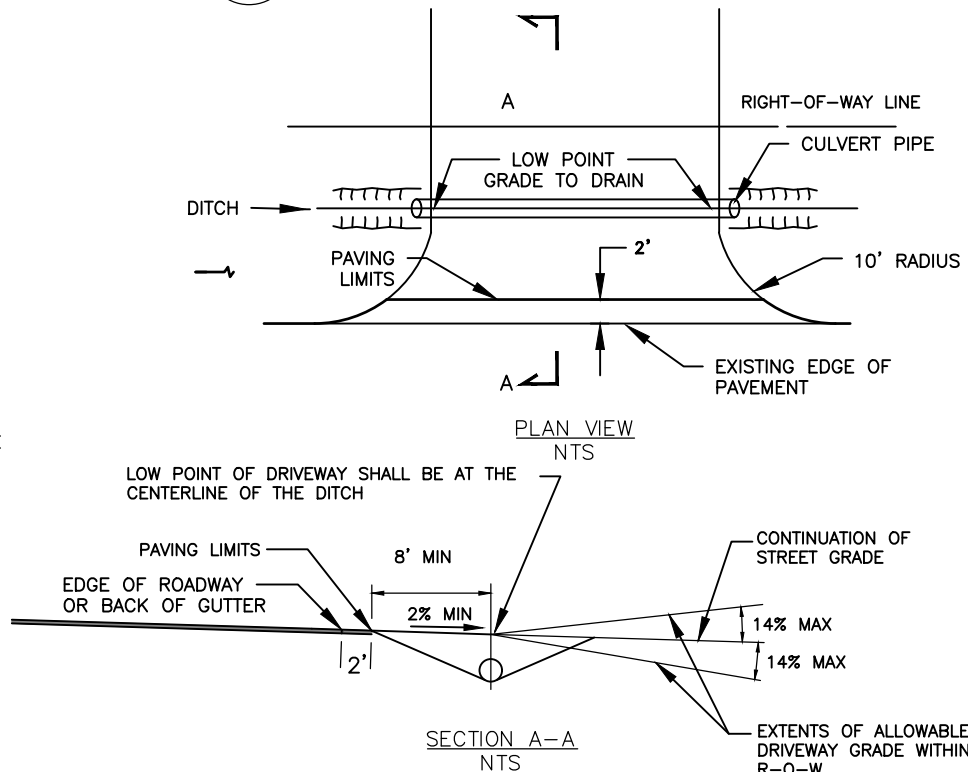
1. SIGN PANEL MATERIAL, THICKNESS AND SIGNS SHALL CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SIGN POST SHALL BE INSERTED INTO HOLDER A MINIMUM OF 6" AND A MAXIMUM OF 12".
3. STREET NAME LETTERING SHALL BE 3 INCHES HIGH, SERIES C TYPE.
4. FASTENERS SHALL BE SOUTHCO DIRVE RIVET UNISTRUT PART NO. TL3806, SIZE DS. 2" DIA. STAINLESS FENDER WIND WASHERS REQUIRED ON FRONT SIDE OF SIGNS, COLOR TO MATCH SIGN.
5. EXISTING SIGNS AND POSTS TO BE SALVAGED AND RE-INSTALLED. IF MINIMUM DIMENSIONAL REQUIREMENTS CAN NOT BE ACQUIRED WITH EXISTING SIGNS THEN NEW SIGNS AND POSTS TO BE PROVIDED BY THE CONTRACTOR.



2  
6  
PAVEMENT MATCH JOINT  
SCALE: NOT TO SCALE



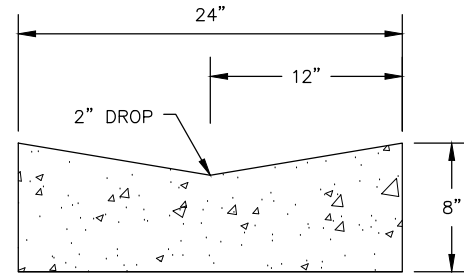
3  
6  
MOUNTABLE CURB & GUTTER DETAIL  
SCALE: NOT TO SCALE



4  
6  
TYPICAL DRIVEWAY DETAIL  
SCALE: NOT TO SCALE

DETAIL 4/6 NOTES:

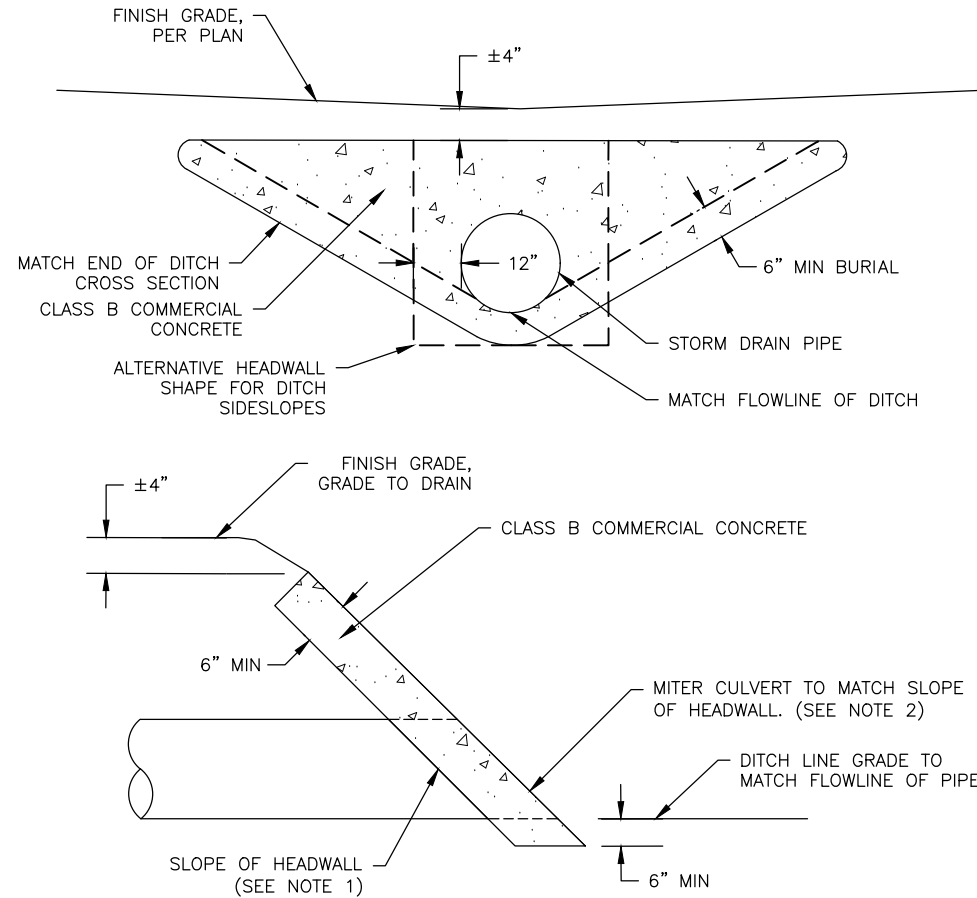
1. SEE PLANS FOR DRIVEWAY CULVERT INFORMATION.
2. PAVING LIMIT FOR DRIVEWAYS SHALL BE 2' FROM THE EDGE OF ROADWAY OR AS APPROVED BY THE ENGINEER.
3. DRIVEWAYS DISTURBED DURING CONSTRUCTION SHALL BE RECONSTRUCTED TO EQUAL OR BETTER CONDITION WITH SUBGRADE REPLACED IN LAYERS TO MATCH THOSE REMOVED, EXCEPT:
  - A. GRAVEL DRIVEWAYS SHALL BE SUBCUT TO 4" BELOW FINISH GRADE AND REPLACED WITH 4" OF BASE COURSE, GRADING D-1.
  - B. ASPHALT DRIVEWAYS SHALL BE SUBCUT TO 6" BELOW FINISH GRADE AND REPLACED WITH 3" OF BASE COURSE, GRADING D-1, AND 3" OF A.C. PAVEMENT.
4. DRIVEWAY SHALL BE GRADED TO DRAIN INTO DITCH.



5  
6  
VALLEY GUTTER DETAIL  
SCALE: NOT TO SCALE

DETAILS 3/6 & 5/6 NOTES:

1. CONCRETE SHALL BE CLASS B COMMERCIAL CONCRETE, FIBER MESH REINFORCED.
2. CONCRETE INTERNATIONAL CORPORATION ASHFORD FORMULA OR APPROVED EQUAL SHALL BE APPLIED AS A CURING COMPOUND. APPLICATION SHALL CONFORM TO THE MANUFACTURERS RECOMMENDATIONS.
3. COLD JOINTS ARE REQUIRED EVERY 10' MAXIMUM. ALL JOINTS AND SEAMS SHALL BE EDGED.
4. STEEL TROWELING FINISH REQUIRED PRIOR TO BROOM FINISHING ON ALL SURFACES.
5. MINIMUM LONGITUDINAL SLOPE FOR CURB AND GUTTER SHALL BE NO LESS THAN 0.5%.
6. INSTALL LOCALIZED DEPRESSION AT GUTTER INLETS TO MATCH TOP OF FRAME.



6  
6  
STANDARD CONCRETE HEADWALL DETAIL  
SCALE: NOT TO SCALE

DETAIL 6/6 NOTES:

1. SLOPE OF HEADWALL SHALL BE 1:1 OR FLATTER AND SHALL MATCH DITCH SIDESLOPE.
2. IF CORRUGATED PLASTIC PIPE IS USED, EMPTY WATER FROM CORRUGATIONS ON MITERED ENDS AND THEN COMPLETELY FILL VOIDS WITH CONCRETE GROUT.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



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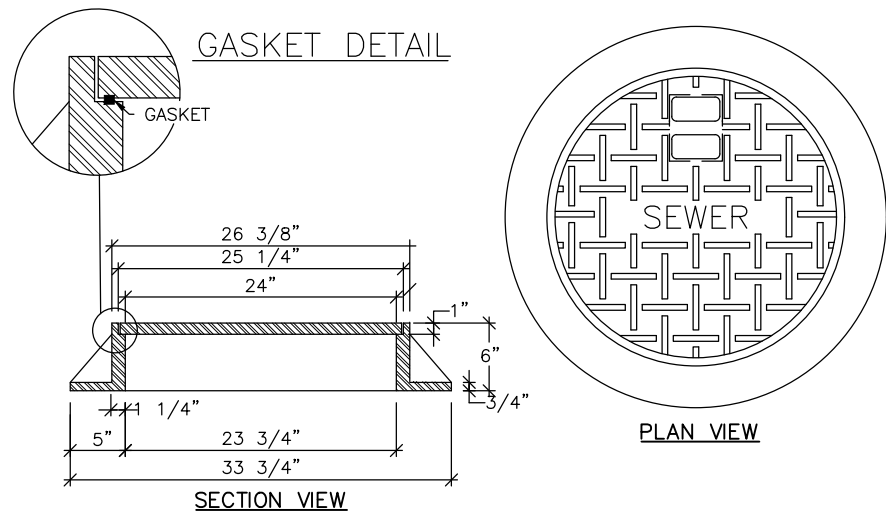
DALTON STREET  
REPAIRS

P/W #00021(437601)

CONSTRUCTION  
DETAILS 2

SHEET NUMBER	
6	OF
13	





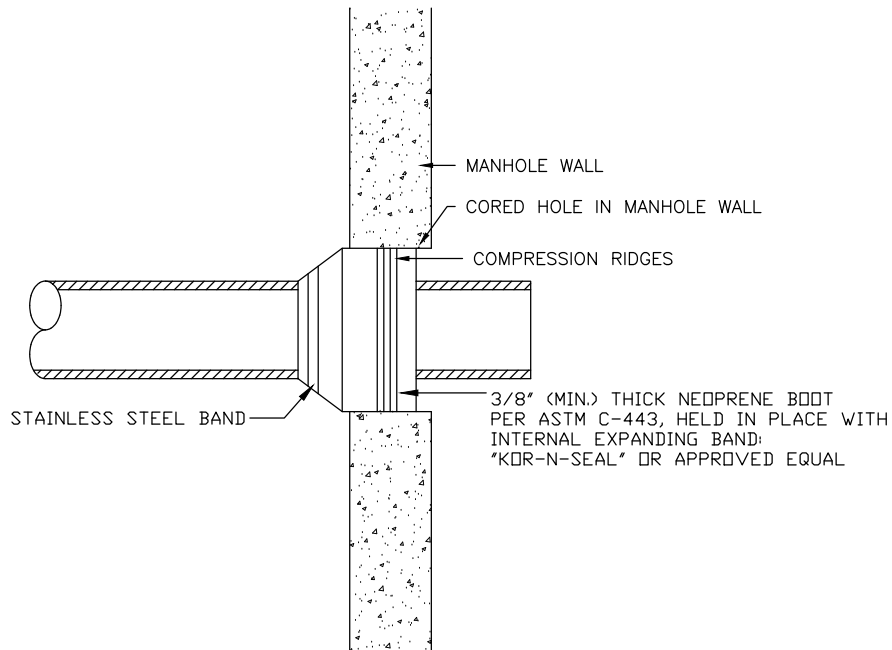
**1**  
**7**

**SANITARY MANHOLE FRAME AND COVER**

SCALE: NOT TO SCALE

**DETAIL 1/7 NOTES:**

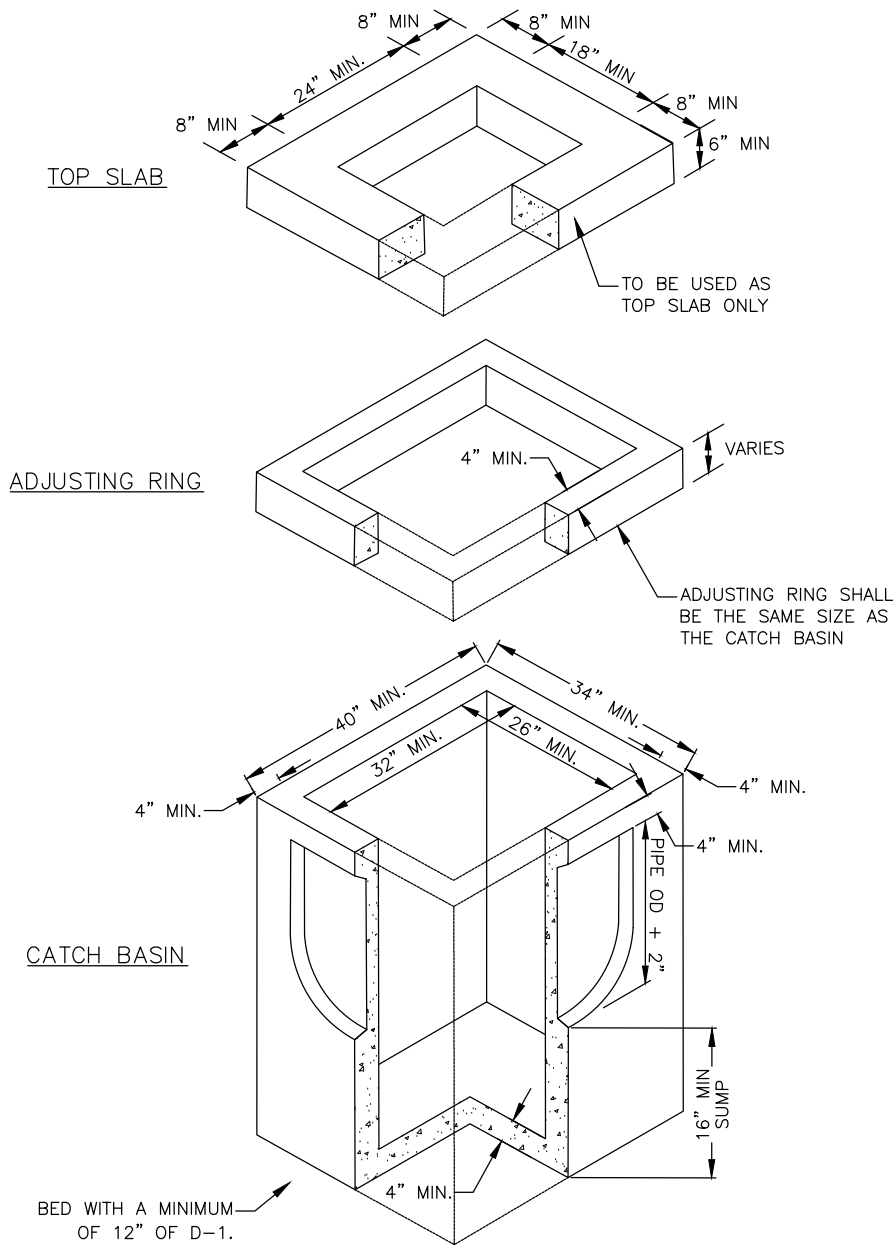
- COVER AND SEALING GASKET SHALL BE "NEENAH SELF SEALING LIDS" OR APPROVED EQUAL.
- FRAME MUST BE MACHINED TO FIT WATERTIGHT COVER.
- COVER SHALL HAVE WORD "SEWER" CAST IN AND SHALL BE PROVIDED WITH INTEGRAL LIFT HANDLE.
- FRAME AND COVER DIMENSIONS SHALL BE IN ACCORDANCE WITH OLYMPIC CONSTRUCTION CASTINGS NO. MH30, OR APPROVED EQUAL.



**2**  
**7**

**SANITARY MANHOLE CONNECTION**

SCALE: NOT TO SCALE



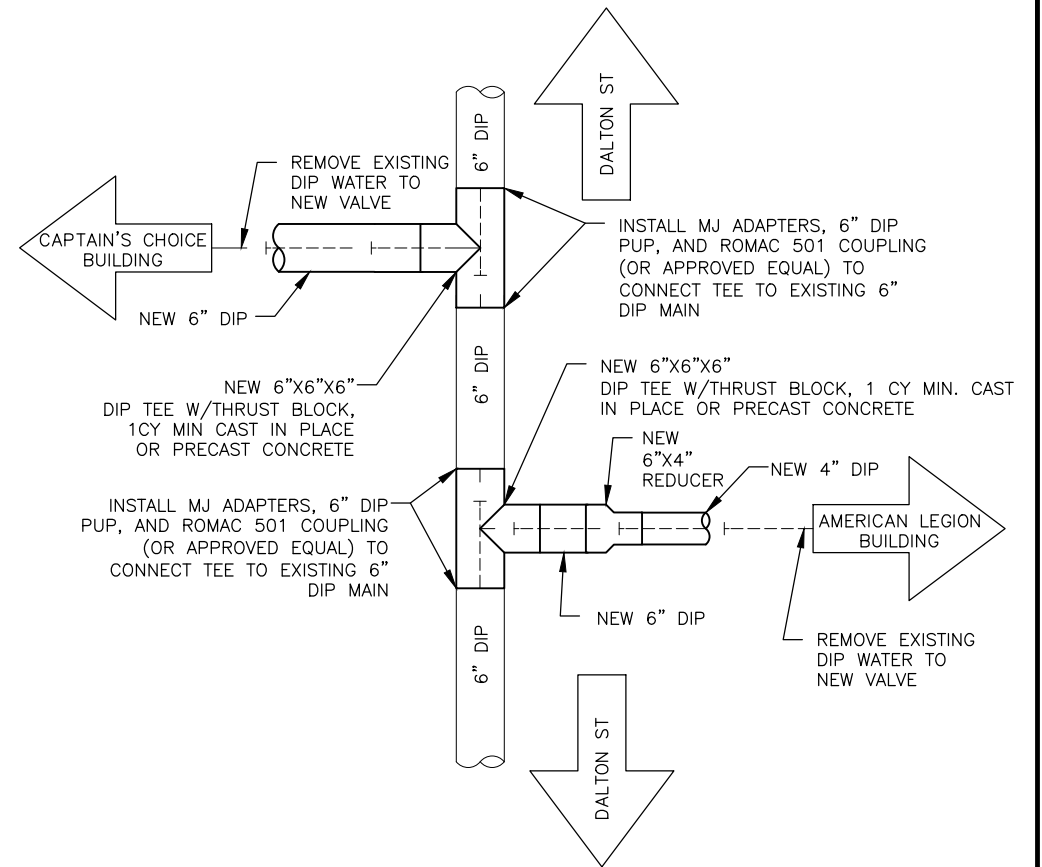
**3**  
**7**

**INLET, TYPE IV**

SCALE: NOT TO SCALE

**DETAIL 6/5 NOTES:**

- ENTIRE KNOCKOUT IS TO BE REMOVED AND SEALED SHUT AROUND PIPE. ALL PIPES ARE TO EXTEND MIN. 1" AND MAX. 2" INTO CATCH BASIN.
- THE AREA BETWEEN THE TOP OF THE CATCH BASIN AND THE FRAME SHALL BE FORMED AND FILLED WITH CONCRETE OR NON-SHRINK GROUT. NO BRICKS, WOOD OR OTHER MATERIALS PERMITTED FOR ADJUSTING GRADE.
- FRAME AND GRATE SHALL BE DUCTILE IRON. FRAME MAY BE CAST INTO THE TOP UNIT OR PLACED OVER THE OPENING AS APPROVED BY THE ENGINEER. FRAME AND GRATE MUST BE OF A TYPE THAT WILL NOT CREATE A HAZARD FOR BICYCLE TRAFFIC.
- CATCH BASIN SHALL MEET HIGHWAY STANDARD-20 LOAD REQUIREMENTS.
- MINIMUM STEEL REQUIRED AS PER ASTM C-478-69.
- MINIMUM SUMP DEPTH SHALL BE 16".



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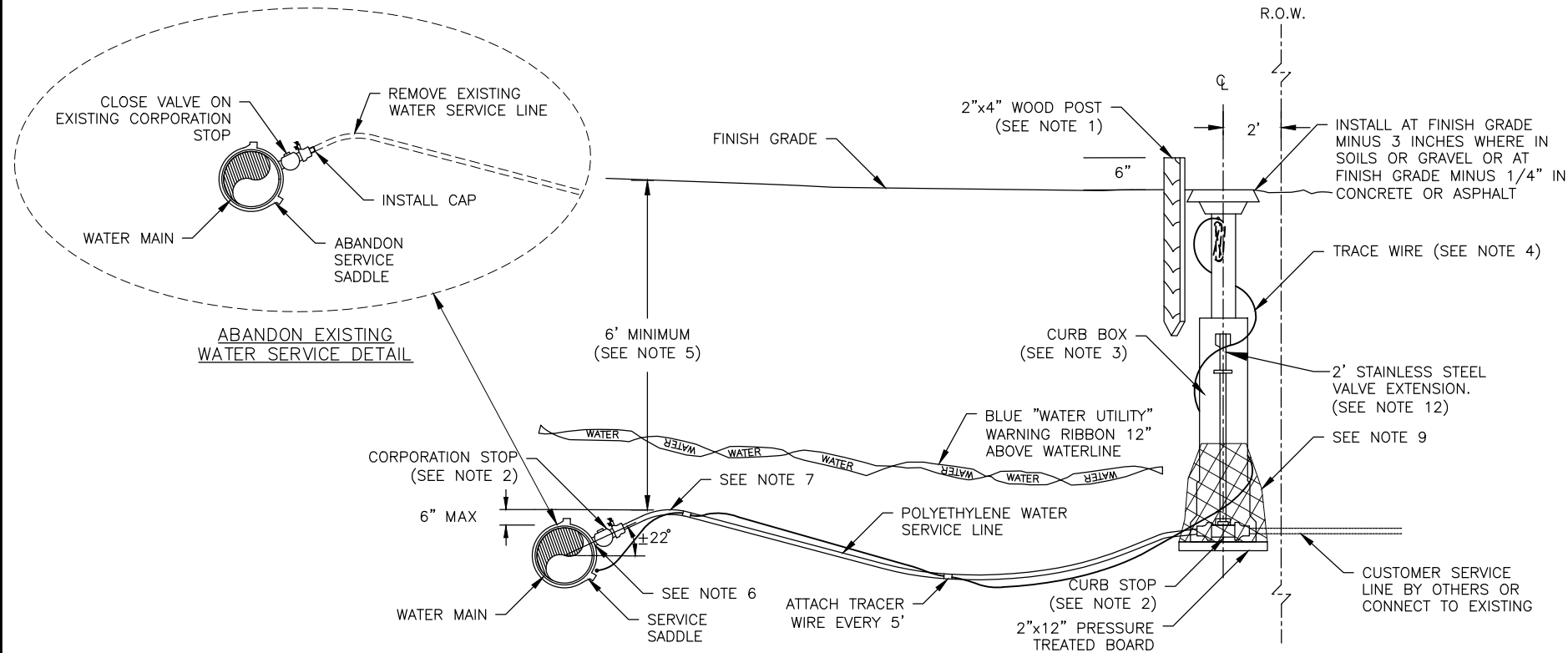


**DALTON STREET REPAIRS**

P/W #00021(437601)

**CONSTRUCTION DETAILS 3**

SHEET NUMBER	
7	OF
13	

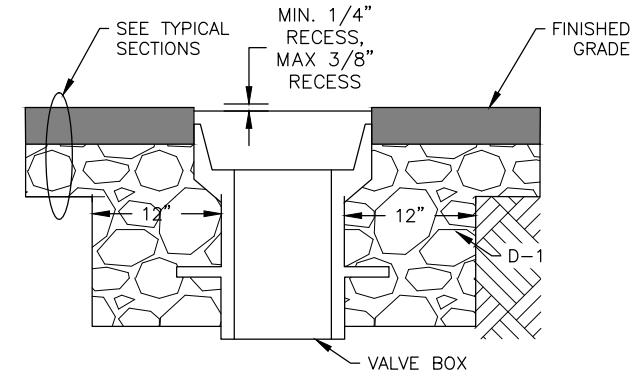


1  
8

**POLYETHYLENE WATER SERVICE DETAIL**  
SCALE: NOT TO SCALE

**DETAIL 1/8 NOTES:**

1. AT CURB STOP MARK CURB BOX WITH BLUE 2"x4" WOOD POST OR MARK "W" ON CONCRETE CURB ABOVE THE SERVICE LINE OR CONNECT TO EXISTING LINE.
2. USE MUELLER CORPORATION STOP NO. B25028N, FORD CORPORATION STOP NO. FB700-4, OR APPROVED EQUAL. USE MEULLER CURB STOP NO. H15201, OR NO. H15204, FORD CURB STOP B22-444 OR APPROVED EQUAL.
3. CURB BOX SHALL BE MUELLER H-10310 6' LENGTH OR APPROVED EQUIVALENT.
4. TRACER WIRE SHALL BE NO.10 AWG HIGH-STRENGTH COPPER CLAD STEEL WITH BLUE HDPE INSULATION JACKET. MAIN LINE TRACER WIRE SHALL NOT BE SPLICED AND SHALL BE CONTINUOUS BETWEEN VALVE BOXES. SERVICES SHALL USE WATERPROOF DIRECT BURY SPlice CONNECTION LUGS. TRACER WIRE SHALL BE CONNECTED TO THE BOTTOM QUADRANT OF THE HDPE WATER PIPE. EACH END OF TRACER WIRE SHALL BE TERMINATED AT A VALVE BOX, TRACER WIRE SHALL RUN OUTSIDE THE VALVE BOX AND BE INSERTED INTO THE VALVE BOX THROUGH A 3/4" DRILLED HOLE WITHIN 9"-12" OF THE TOP. 5' OF ADDITIONAL TRACER WIRE SHALL BE NEATLY COILED WITHIN THE VALVE BOX.
5. 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 SHEET 8 WHERE NEEDED.
6. HOLE DRILLED IN THE MAIN FOR THE CORPORATION STOP SHALL BE THE SAME DIAMETER AS THE SERVICE PIPE.
7. 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.
8. MAINTAIN A MINIMUM OF 18" OF SEPARATION BETWEEN VALVE BOXES, AND BETWEEN VALVE BOXES AND OTHER STRUCTURES.
9. WRAP BOTTOM OF CURB BOX WITH FABRIC OR PLASTIC PRIOR TO BACKFILLING TO KEEP MATERIAL FROM INFILTRATING THE BOX.
10. SERVICE BOXES SHALL BE LOCATED 2 FEET INSIDE OF THE RIGHT-OF-WAY LINE.
11. 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.
12. CURB STOP VALVE EXTENSION SHALL BE WATER KEY PRODUCT NO. CBRSS-24, CBRSS-36 OR APPROVED EQUAL. CONTRACTOR TO VERIFY THAT VALVE EXTENSION IS COMPATIBLE WITH THE CURB STOP OPERATING KEY.

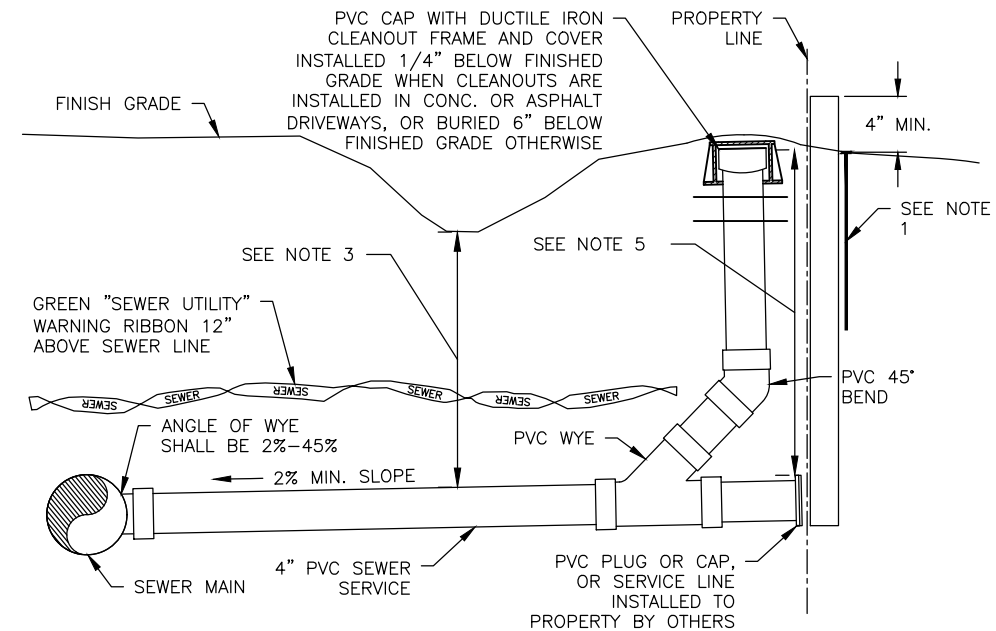


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8

**VALVE BOX ADJUSTMENT DETAIL**  
SCALE: NOT TO SCALE

**DETAIL 2/8 NOTES:**

1. VALVE BOXES ARE TO BE RAISED PRIOR TO PAVING OPERATIONS. VALVE BOXES THAT DO NOT MEET GRADE SPECIFICATIONS SHALL BE SAWCUT, RAISED TO GRADE AND PATCHED WITH CONCRETE OR APPROVED EQUAL.
2. VALVE BOXES LOCATED OUTSIDE OF A PAVED SURFACE TO BE BURIED 6" BELOW GRADE.



3  
8

**SEWER SERVICE AND CLEANOUT**  
SCALE: NOT TO SCALE  
**DETAIL 3/8 NOTES:**

1. MARK SERVICE FOR VACANT LOTS WITH GREEN GREEN PAINTED 2"x4" POST. POST SHALL EXTEND TO DEPTH OF SERVICE LATERAL. REBAR W/GREEN CAP SHALL BE DRIVEN TO GROUND LEVEL. EXTEND WARNING TAPE TO TOP OF POST AND STABLE IN PLACE. EXCLUDE POST INSTALLATION FOR CLEANOUTS INSTALLED IN DRIVEWAYS. POST AND MARKERS NOT REQUIRED FOR CONNECTED SERVICES.
2. ACCEPTABLE PIPE FOR USE WITHIN ROW INCLUDES C900 AND SDR 35, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. MINIMUM CLEARANCE OF 18" REQUIRED BENEATH DITCH LINE. PIPE WITH LESS THAN 44" OF COVER SHALL BE INSULATED AS APPROVED BY THE ENGINEER.
4. SERVICE LATERAL SHALL EXTEND TO THE PROPERTY LINE WITH A CAPPED BELL AT THE END OF PIPE.
5. LATERAL DEPTH AT PROPERTY LINE SHALL ACCOMMODATE FUTURE BUILDING SITES BY INSTALLING SERVICE PIPE AT MINIMUM SLOPE OF 2%.



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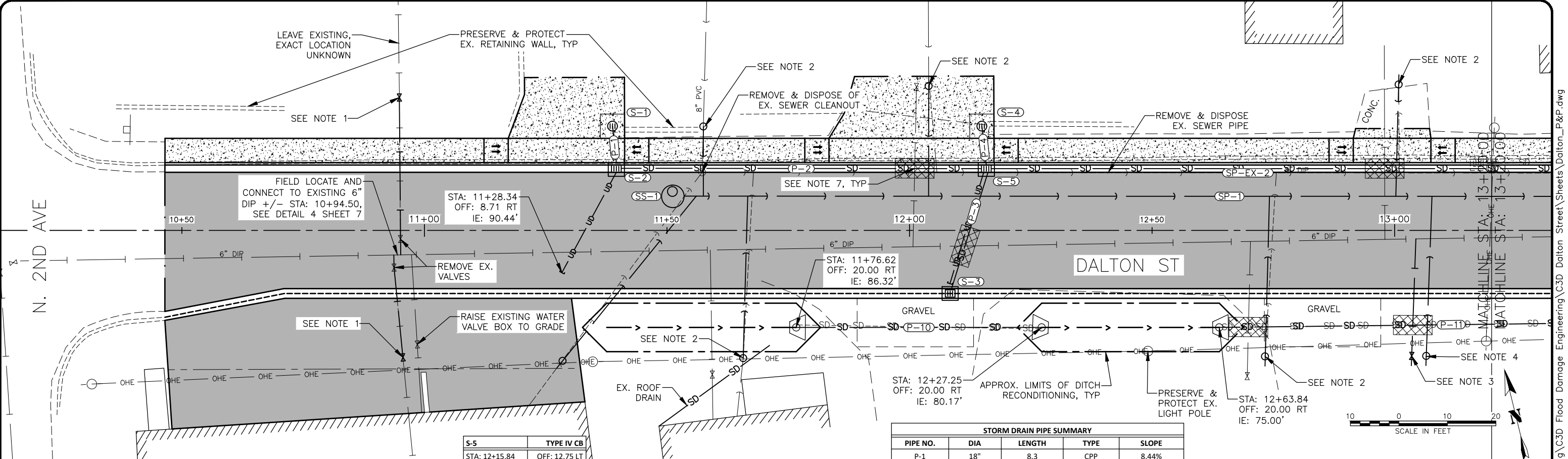


**DALTON STREET  
REPAIRS**

P/W #00021(437601)

**CONSTRUCTION  
DETAILS 4**

SHEET NUMBER	
8	OF
13	



S-1*	TYPE IV CB
STA: 11+38.78	OFF: 21.51 LT
FRAME EL=	93.87
P-1	90.40
*W/ CONCRETE AREA DRAIN	

S-2	TYPE IV CB
STA: 11+39.57	OFF: 12.75 LT
FRAME EL=	93.63
P-1	89.70
P-2	89.60
UD-1	89.80

S-3	TYPE IV CB
STA: 12+08.37	OFF: 13.00 RT
FRAME EL=	85.11
P-3	81.04
UD-2	81.24

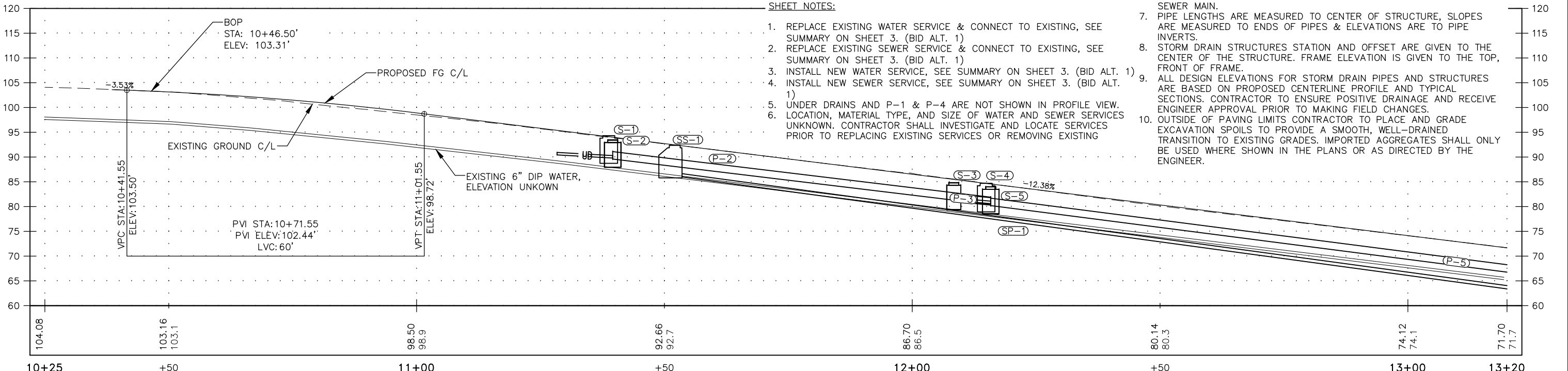
S-5	TYPE IV CB
STA: 12+15.84	OFF: 12.75 LT
FRAME EL=	84.19
P-2	80.40
P-3	80.30
P-4	80.40
P-5	80.20
UD-2	80.60

S-4*	TYPE IV CB
STA: 12+14.92	OFF: 21.52 LT
FRAME EL=	84.36
P-4	80.60
*W/ CONCRETE AREA DRAIN	

SS-1	TYPE I SSMH
STA: 11+55.21	OFF: 7.04 LT
FRAME EL=	92.36
SP-1	86.30


STORM DRAIN PIPE SUMMARY				
PIPE NO.	DIA	LENGTH	TYPE	SLOPE
P-1	18"	8.3	CPP	8.44%
P-2	18"	76.3	CPP	12.06%
P-3	18"	26.8	CPP	2.75%
P-4	18"	8.8	CPP	2.27%
P-5	18"	187.9	CPP	12.89%
P-10	18"	50.6	CPP	12.38%
P-11	18"	95.6	CPP	11.98%

SEWER PIPE SUMMARY				
PIPE NO.	DIA	LENGTH	TYPE	SLOPE
SP-1	8"	268.97	PVC	13.57%




- SHEET NOTES:
1. REPLACE EXISTING WATER SERVICE & CONNECT TO EXISTING, SEE SUMMARY ON SHEET 3. (BID ALT. 1)
  2. REPLACE EXISTING SEWER SERVICE & CONNECT TO EXISTING, SEE SUMMARY ON SHEET 3. (BID ALT. 1)
  3. INSTALL NEW WATER SERVICE, SEE SUMMARY ON SHEET 3. (BID ALT. 1)
  4. INSTALL NEW SEWER SERVICE, SEE SUMMARY ON SHEET 3. (BID ALT. 1)
  5. UNDER DRAINS AND P-1 & P-4 ARE NOT SHOWN IN PROFILE VIEW.
  6. LOCATION, MATERIAL TYPE, AND SIZE OF WATER AND SEWER SERVICES UNKNOWN. CONTRACTOR SHALL INVESTIGATE AND LOCATE SERVICES PRIOR TO REPLACING EXISTING SERVICES OR REMOVING EXISTING

- SEWER MAIN.
7. PIPE LENGTHS ARE MEASURED TO CENTER OF STRUCTURE, SLOPES ARE MEASURED TO ENDS OF PIPES & ELEVATIONS ARE TO PIPE INVERTS.
  8. STORM DRAIN STRUCTURES STATION AND OFFSET ARE GIVEN TO THE CENTER OF THE STRUCTURE. FRAME ELEVATION IS GIVEN TO THE TOP, FRONT OF FRAME.
  9. ALL DESIGN ELEVATIONS FOR STORM DRAIN PIPES AND STRUCTURES ARE BASED ON PROPOSED CENTERLINE PROFILE AND TYPICAL SECTIONS. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AND RECEIVE ENGINEER APPROVAL PRIOR TO MAKING FIELD CHANGES.
  10. OUTSIDE OF PAVING LIMITS CONTRACTOR TO PLACE AND GRADE EXCAVATION SPOILS TO PROVIDE A SMOOTH, WELL-DRAINED TRANSITION TO EXISTING GRADES. IMPORTED AGGREGATES SHALL ONLY BE USED WHERE SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.



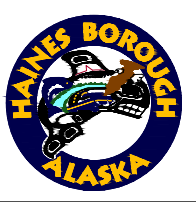
49th  
Garrett K. Gladys  
3/6/2024  
CE 14469  
REGISTERED PROFESSIONAL ENGINEER

RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY



CERTIFICATE OF AUTHORIZATION  
#100662

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HAINEES BOROUGH  
ALASKA

## DALTON STREET REPAIRS

P/W #00021(437601)

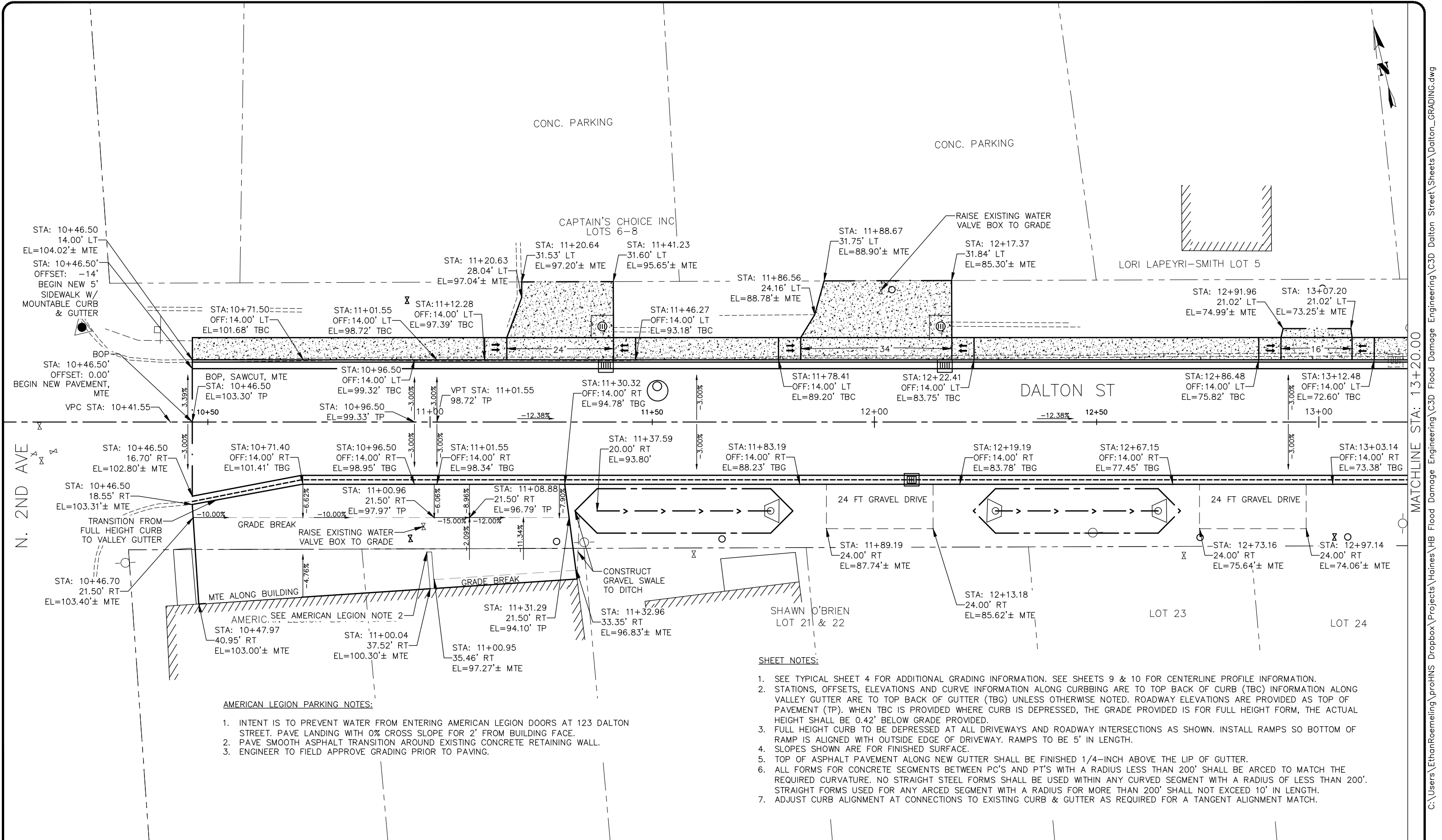
## PLAN & PROFILE - BOP TO 13+20.00

SHEET NUMBER	
9	OF
13	

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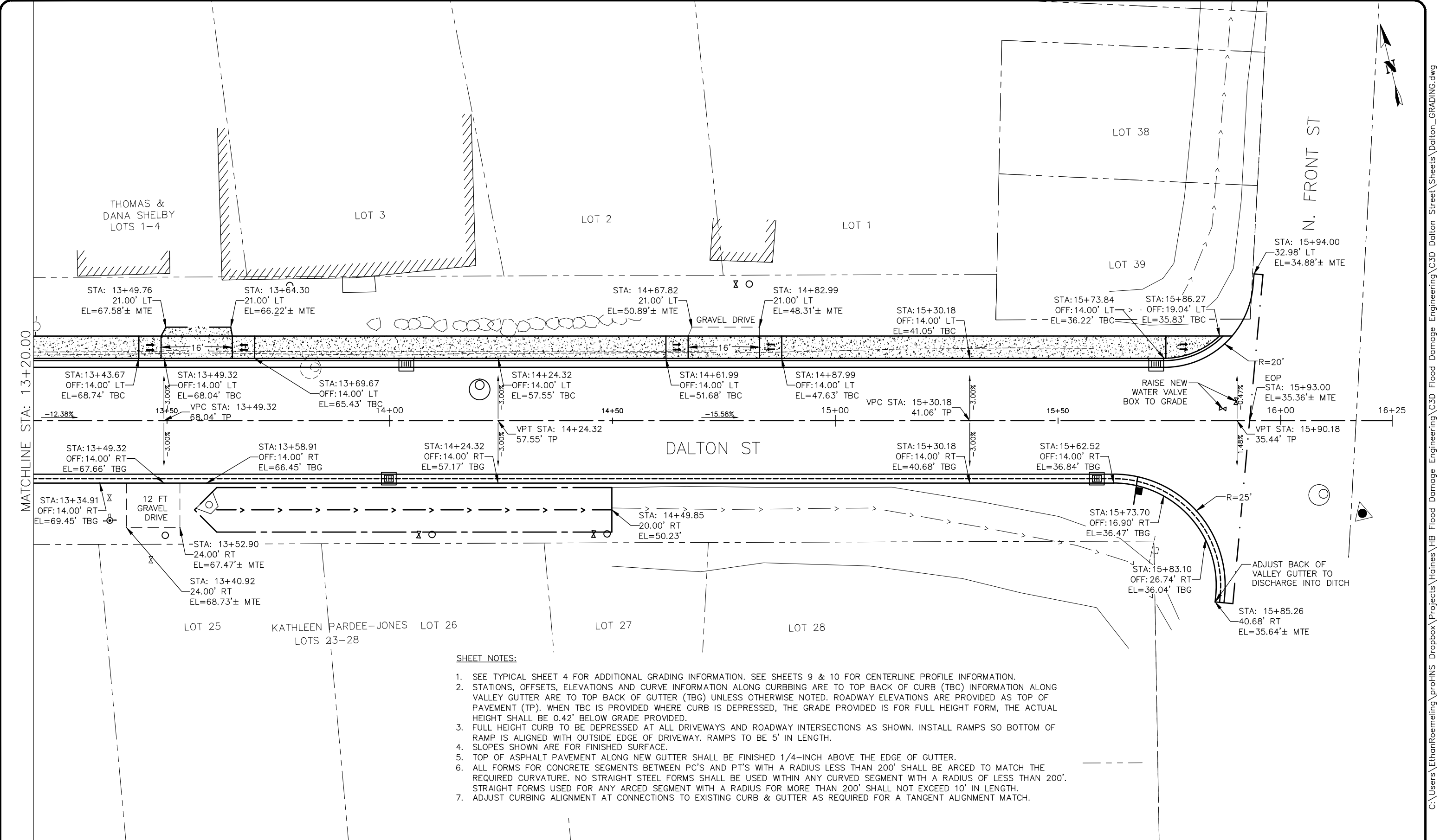
AMERICAN LEGION PARKING NOTES:

1. INTENT IS TO PREVENT WATER FROM ENTERING AMERICAN LEGION DOORS AT 123 DALTON STREET. PAVE LANDING WITH 0% CROSS SLOPE FOR 2' FROM BUILDING FACE.
2. PAVE SMOOTH ASPHALT TRANSITION AROUND EXISTING CONCRETE RETAINING WALL.
3. ENGINEER TO FIELD APPROVE GRADING PRIOR TO PAVING.

SHEET NOTES:



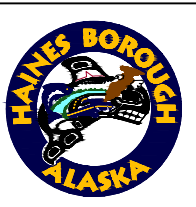
1. SEE TYPICAL SHEET 4 FOR ADDITIONAL GRADING INFORMATION. SEE SHEETS 9 & 10 FOR CENTERLINE PROFILE INFORMATION.
2. STATIONS, OFFSETS, ELEVATIONS AND CURVE INFORMATION ALONG CURBBING ARE TO TOP BACK OF CURB (TBC) INFORMATION ALONG VALLEY GUTTER ARE TO TOP BACK OF GUTTER (TBG) UNLESS OTHERWISE NOTED. ROADWAY ELEVATIONS ARE PROVIDED AS TOP OF PAVEMENT (TP). WHEN TBC IS PROVIDED WHERE CURB IS DEPRESSED, THE GRADE PROVIDED IS FOR FULL HEIGHT FORM, THE ACTUAL HEIGHT SHALL BE 0.42' BELOW GRADE PROVIDED.
3. FULL HEIGHT CURB TO BE DEPRESSED AT ALL DRIVEWAYS AND ROADWAY INTERSECTIONS AS SHOWN. INSTALL RAMPS SO BOTTOM OF RAMP IS ALIGNED WITH OUTSIDE EDGE OF DRIVEWAY. RAMPS TO BE 5' IN LENGTH.
4. SLOPES SHOWN ARE FOR FINISHED SURFACE.
5. TOP OF ASPHALT PAVEMENT ALONG NEW GUTTER SHALL BE FINISHED 1/4-INCH ABOVE THE LIP OF GUTTER.
6. ALL FORMS FOR CONCRETE SEGMENTS BETWEEN PC'S AND PT'S WITH A RADIUS LESS THAN 200' SHALL BE ARCED TO MATCH THE REQUIRED CURVATURE. NO STRAIGHT STEEL FORMS SHALL BE USED WITHIN ANY CURVED SEGMENT WITH A RADIUS OF LESS THAN 200'. STRAIGHT FORMS USED FOR ANY ARCED SEGMENT WITH A RADIUS FOR MORE THAN 200' SHALL NOT EXCEED 10' IN LENGTH.
7. ADJUST CURB ALIGNMENT AT CONNECTIONS TO EXISTING CURB & GUTTER AS REQUIRED FOR A TANGENT ALIGNMENT MATCH.

	RECORD OF REVISIONS				DRAWN BY: J. SPRIGGS DESIGNED BY: J. SPRIGGS CHECKED BY: G. GLADYS 219 MAIN ST #13 HAINEES, AK 99827 1945 ALEX HOLDEN WAY #101 JUNEAU, AK 99801 907-780-4004 solutions@proHNS.com www.proHNS.com		DALTON STREET REPAIRS P/W #00021(437601)	GRADING-BOP TO 13+20	SHEET NUMBER		
	No.	DATE	DESCRIPTION						BY	11	OF
										13	



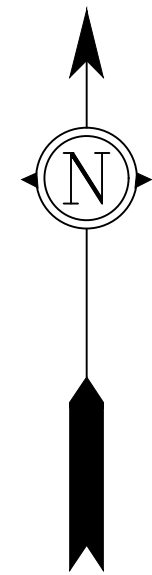
SHEET NOTES:

1. SEE TYPICAL SHEET 4 FOR ADDITIONAL GRADING INFORMATION. SEE SHEETS 9 & 10 FOR CENTERLINE PROFILE INFORMATION.
2. STATIONS, OFFSETS, ELEVATIONS AND CURVE INFORMATION ALONG CURBBING ARE TO TOP BACK OF CURB (TBC) INFORMATION ALONG VALLEY GUTTER ARE TO TOP BACK OF GUTTER (TGB) UNLESS OTHERWISE NOTED. ROADWAY ELEVATIONS ARE PROVIDED AS TOP OF PAVEMENT (TP). WHEN TBC IS PROVIDED WHERE CURB IS DEPRESSED, THE GRADE PROVIDED IS FOR FULL HEIGHT FORM, THE ACTUAL HEIGHT SHALL BE 0.42' BELOW GRADE PROVIDED.
3. FULL HEIGHT CURB TO BE DEPRESSED AT ALL DRIVEWAYS AND ROADWAY INTERSECTIONS AS SHOWN. INSTALL RAMPS SO BOTTOM OF RAMP IS ALIGNED WITH OUTSIDE EDGE OF DRIVEWAY. RAMPS TO BE 5' IN LENGTH.
4. SLOPES SHOWN ARE FOR FINISHED SURFACE.
5. TOP OF ASPHALT PAVEMENT ALONG NEW GUTTER SHALL BE FINISHED 1/4-INCH ABOVE THE EDGE OF GUTTER.
6. ALL FORMS FOR CONCRETE SEGMENTS BETWEEN PC'S AND PT'S WITH A RADIUS LESS THAN 200' SHALL BE ARCED TO MATCH THE REQUIRED CURVATURE. NO STRAIGHT STEEL FORMS SHALL BE USED WITHIN ANY CURVED SEGMENT WITH A RADIUS OF LESS THAN 200'. STRAIGHT FORMS USED FOR ANY ARCED SEGMENT WITH A RADIUS FOR MORE THAN 200' SHALL NOT EXCEED 10' IN LENGTH.
7. ADJUST CURBBING ALIGNMENT AT CONNECTIONS TO EXISTING CURB & GUTTER AS REQUIRED FOR A TANGENT ALIGNMENT MATCH.

	RECORD OF REVISIONS				DRAWN BY: J. SPRIGGS DESIGNED BY: J. SPRIGGS CHECKED BY: G. GLADYSJO 219 MAIN ST #13 HAINE, AK 99827 1945 ALEX HOLDEN WAY #101 JUNEAU, AK 99801 907-780-4004 solutions@proHNS.com www.proHNS.com		DALTON STREET REPAIRS P/W #00021(437601)	GRADING-13+20 TO EOP	SHEET NUMBER		
	No.	DATE	DESCRIPTION						BY	12	OF
										13	



JANUARY 17, 2023 0:\Documents\Jobs\2021\40107-16 (proHNS - Haines Dalton-2nd)\SurveyControl\redaltonsthaines(1)\40107-16-2nd(CONTROL).dwg



HORIZONTAL SURVEY CONTROL		
DESCRIPTION	NORTHING	EASTING
CP 1 "MAG-SEARHC"	10244.39	21090.90
CP 2 "MAG-SECOND"	10206.65	21199.88
CP 3 "SPIKE-FRONT"	10024.26	21769.56
CP 4 "JI-RPC"	10107.66	21395.19

VERTICAL SURVEY CONTROL*		
DESCRIPTION	BONNET BOLT	ELEV.
FH DALTON/SECOND	MARKED W/ "X"	106.65'
FH MID DALTON	MARKED W/ "X"	71.34'

\*SEE NOTE #2

**BASIS OF BEARINGS**  
S80°55'00"E 375.00'(R) 375.10' (M)

### LEGEND

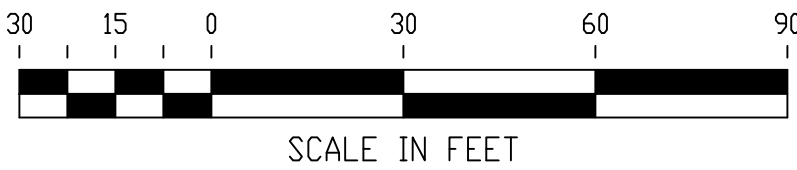
- MONUMENT (CENTER LINE MON. IN MON. CASE)
- SECONDARY MON. (REBAR AND CAP)
- CONTROL POINT (MAG. NAIL) SET
- FH FIRE HYDRANT



SCALE: NTS SOURCE: HAINES BASE MAP

### NOTES

- ELEVATION DATUM UTILIZED FOR THIS PROJECT IS BASED ON A US ARMY CORPS OF ENGINEERS BRASS CAP LOCATED IN THE SIDEWALK ADJACENT TO FRONT STREET AT PORTAGE COVE HARBOR. THIS BRASS CAP IS IDENTIFIED IN THE PND ENGINEERS SURVEY CONTROL SHEET FOR THE "PORTAGE COVE HARBOR EXPANSION PROJECT" AS "HH-21" WITH AN ELEVATION OF 33.55 FT.
- THE TEMPORARY BENCH MARKS (TBM'S) SHOWN ON THIS PLAT ARE "TRIG." ELEVATIONS ONLY WITH A RELATIVE ACCURACY OF  $\pm 0.03'$ . A CLOSED LEVEL LOOP IS RECOMMENDED PRIOR TO SETTING ANY GRADE FOR CONSTRUCTION.



RECORD OF REVISIONS			
No.	DATE	DESCRIPTION	BY

**NORTH 57**  
**LAND SURVEYING LLC**  
(907) 747-6700 215-F SMITH STREET, SITKA, AK  
8800 GLACIER HWY, SUITE 224 1/2, JUNEAU, AK  
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835  
EMAIL: north57landsurveying@yahoo.com

DRAWN BY:	SD/KD
CHECKED BY:	KD
DATE:	1-17-23

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN NOV. 2021, NOV. 2022 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.

March 4, 2023  
DATE

*Kelly J. O'Neill*  
KELLY O'NEILL LS 13321

**DALTON STREET  
REPAIRS**

**SURVEY CONTROL SHEET**  
PORTIONS OF HAINES TOWNSITE  
BLOCKS 1 AND 7

SHEET NUMBER	
13	OF
13	