



ADDENDUM TO THE CONTRACT

For the

MUNICIPALITY OF SKAGWAY AB MOUNTAIN COMMUNICATION FACILITY SITE IMPROVEMENTS

ADDENDUM NO.: One

CURRENT DEADLINE FOR BIDS:
July 9, 2024

PREVIOUS ADDENDA: None

ISSUED BY: Municipality of Skagway
700 Spring Street
Skagway, Alaska 99840

PREVIOUS DEADLINE FOR BIDS:
July 9, 2024

DATE ADDENDUM ISSUED: July 2, 2024

The following corrections, changes, additions, deletions, revisions, and or clarifications are hereby made a part of the documents for the Municipality of Skagway AB Mountain Communication Facility Site Improvements dated April 30, 2024. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence. The following items of the Contract are modified as herein indicated. All other items remain the same.

BIDDER QUESTIONS:

Question No. 1 - Would drilling a 3" or 4" diameter hole be acceptable for installing the 2-3/8" line posts?

Response: Yes a 4" diameter rock drill can be used for drilling a hole to install the 2-3/8" diameter line fence posts with the new fence post encased in concrete and/or grout. Depth of rock drill hole to match Detail 1, Sheet C402.

Question No. 2 - From the walk through the impression was for the large rock on the North side between the AT&T tower and state building to be removed, from the drawings it looks like it remains and the fence goes over it. Can you please clarify the intention for the large rock?

Response: Large rocks on the north fence line run between the AT&T tower and State building can be removed for allowing the new chain link fence to be installed as long as the new chain link fence gets extended down to the existing ground where rocks removed.

Total number of pages contained within this Addendum: 1 pages total.

End of Addendum.

MUNICIPALITY OF SKAGWAY PROJECT MANUAL

FOR

AB MOUNTAIN COMMUNICATION FACILITY SITE IMPROVEMENTS Skagway, Alaska

June 10, 2024



RESPEC

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LIST OF DRAWINGS (13 SHEETS)

| <u>Sheet No.</u> | <u>Description</u> |
|-------------------------|---|
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| C002 | General Notes, Abbreviations and Symbols |
| C100 | Existing Site Topography & Survey Control |
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| C303 | Chain Link Fence Profile Views – Additive Alternate No. 1 |
| C400 | Construction Details |
| C401 | Construction Details |
| C402 | Construction Details |

END OF SECTION 000005



MUNICIPALITY OF SKAGWAY
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June 10, 2024
REQUEST FOR BIDS
AB MOUNTAIN COMMUNICATION FACILITY SITE IMPROVEMENTS

The Municipality of Skagway is accepting bids to construct the AB Mountain Communication Facility Site Improvements. The WORK covered in the Contract Documents generally includes security improvements and the expansion of the parking and turn around area for service vehicles. All work must conform to the requirements provided in the bid documents. One (1) Bid Additive Alternate is part of the Contract as described below:

BASE BID

Work includes the installation of an 8-foot-tall chain link fence with barbed wire, chain link maintenance gate relocation, sliding vehicle access chain link fence gate, 39-inch CMP storm drain culvert, 3-inch minus, shot rock slope protection, base course grading D-1 and miscellaneous related work on a site owned by the Municipality of Skagway and located on the north side of Dyea Road approximately 1.8 miles away from the Dyea Road and Klondike Highway Intersection.

ADDITIVE ALTERNATE No. 1

Work includes the mobilization, demobilization and the installation of a concrete leveling course anchored into the existing rock surface and installing chain link fence posts, fabric, sleeve, anchor plates and all required components for a complete fence installation in the areas indicated in the Drawings. If awarded, there will be a deduction from the base bid chain link fence quantity.

Bids shall include all labor, equipment, transportation, and materials to complete the specified work. Bids shall also include mobilization and demobilization to and from the Project site. Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. If this project is over \$25,000, a notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed, and the State has the right to randomly audit the successful bidders company to ensure Davis Bacon Wages are being paid for this project.

A full copy of the Request for Bids can be obtained by calling Skagway Municipal Offices at 907-983-2297, or by e-mailing a.lawson@skagway.org. Technical questions regarding this project must be directed in writing to the Borough Manager at manager@skagway.org and contracts@skagway.org.

Project completion schedule for the Base Bid and Additive Alternate if awarded is as follows:

PROJECT COMPLETION DATE FOR THIS WORK SHALL BE OCTOBER 15, 2024.

Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska and the Municipality will assume all bidders have considered weather in preparing their

bids and rely on all bidders having considered Skagway weather in submitting their bids. Extraordinary weather delays may be considered and addressed through contract modification in the sole discretion of the Municipality. Liquidated damages shall be a part of the final contract.

Bidders are encouraged to familiarize themselves with this project through contact with the Borough Manager and by visiting the site of the project.

The Municipality of Skagway shall not be responsible for any costs incurred in the preparation of bids. The Municipality reserves the right to reject any or all bids.

Bids must be sealed and clearly labeled with the following information:

1. "AB Mountain Communication Facility Site Improvements"
2. Date and Time of Bid Due Date (July 9, 2024, 2:00 PM)
3. Bidder's name

Bids are due no later than 2:00 pm Alaska Standard time on July 9, 2024 at the address listed above or delivered directly to Municipal Offices on 700 Spring Street. All bidders are expected to consider weather in determining how to deliver their bids timely and there shall be no exceptions for a late received bid on account of weather.

Faxed and e-mailed bids will not be accepted. Bids will be opened in the Assembly Chambers at 2:00 p.m. on Date of Closing.

The Municipality of Skagway is an equal opportunity employer.

END OF SECTION 000030

Bid Evaluation/Award: The Municipality of Skagway (Municipality) may award a contract based on bids received as a result of this Request for Bids if it is in the best interest of the Municipality. A bid award will be based on the overall bid price, but the Municipality may reject the low bid if such rejection is determined to be in the best interests of the Municipality. The Municipality reserves the right to reject any or all bids received if determined to be in the best interest of the Municipality. The Municipality reserves the right to waive minor informalities and irregularities of bids received if it is in the best interest of the Municipality.

Bid Package Fee: There is not a fee for this bid package.

Bid Security: There is no Bid Security required for this project.

Qualifications of Apparent Low Bidder: To demonstrate Bidders qualifications to perform the Work, Apparent Low Bidder shall submit the following documents within seven (7) days after posting of bid tabulation.

- Written evidence establishing its qualification such as financial data, previous experience, and present commitments, and the following information:
 - Evidence of Bidders authority to do business in the state where the project is located.
 - Bidders state or other contractor license number, if applicable.
 - Subcontractor and Supplier qualifications information.
 - Other required information regarding qualifications.
- A Bidders failure to submit required qualifications information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- No requirement in this section to submit information will prejudice the right of the Owner to seek additional pertinent information regarding Bidders qualifications.
- Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

Project Completion: Project completion will be no later than October 15, 2024. Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska and the Municipality will assume all bidders have considered weather in preparing their bids and will rely on all bidders having considered Skagway weather in submitting their bids. Extraordinary weather delays may be considered and addressed through contract modification in the sole discretion of the Municipality.

Project Description: The successful Bidder will be responsible for providing the following services:

- Bids shall include all labor, equipment, transportation, supplies and materials to complete the work as specified in this Request for Bids. Bids shall include all mobilization and demobilization to and from the Project site.
- Successful Contractor must supply all material and supplies.
- Successful Bidder/Contractor shall provide a project schedule to the Borough Manager prior to starting work.
- All work shall conform to all Federal, State, and Local laws, regulations and codes. The Successful Bidder/Contractor shall comply with the Migratory Bird Treaty Act and shall comply with the provisions of those federal laws as applicable to migratory birds, eggs, and nests in Skagway Borough.

- Successful Bidder/Contractor shall obtain any and all necessary permits from Federal, State or local authorities for this project, including payment of any applicable fees and costs associated with the permit/process.
- The Successful Bidder/Contractor's shall properly dispose of all debris and/or material at the end of each workday. Contractor may coordinate disposal with the Public Works Department.
- Before acceptance of the Project as complete, the Municipality shall inspect and verify that the work is complete. All work found unacceptable shall be redone at the Successful Bidder/Contractor's expense to the satisfaction and acceptance of the Municipality. All work determined to be incomplete shall be completed in accordance with the contract specifications.
- Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. If this project is over \$25,000, a notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed and the State has the right to randomly audit the successful bidders company to ensure Davis Bacon Wages are being paid for this project.

Project Site: It is the sole responsibility of the Bidder to evaluate the jobsite and make their own technical assessment of the project site for determining the proposed work process, schedule, site conditions and equipment utilization and to make a valid financial bid. The Municipality will not make any additional compensation or payments if the project conditions are different from the conditions expected, anticipated or assumed by the Bidder.

Pre-Bid Conference: A mandatory pre-bid conference will be held on June 18, 2024, 10:00 AM, at the City Hall located at 700 Spring Street, Skagway, AK 99840 followed by a project site visit. All bidders are required to attend the pre-bid meeting and site visit.

Construction Standards: All work and equipment must comply with the Uniform Building Code latest version.

Project Contact: Bidders are encouraged to familiarize themselves with project requirements. All inquiries must be in writing and directed to the Borough Manager at manager@skagway.org and contracts@skagway.org.

Submittal Deadline and Location: Bidders are responsible to assure delivery prior to deadline. Only bids received prior to the date, time and received at the location specified shall be considered. Faxed or e- mailed bids will not be accepted. Bidders are fully responsible for ensuring their bids physically arrive in Skagway timely, regardless of weather.

Bids to Remain Open: Bidders shall guarantee their Bids for a period of sixty (60) calendar days from the date of the bid opening.

Beginning of Work: Physical work may begin upon the Bidder signing the Contract and the Notice of Award and the Notice to Proceed from the Municipality.

Liquidated Damages: The Bidder will pay the Municipality up to \$1,500 per day in liquidated damages if the project is not completed in accordance with the Bid specifications. If the Municipality determines that the project is defective and that repairs must be made to meet the Bid specifications, the Bidder will pay the Municipality up to \$1,500 per day for each day which the project fails to meet the approval of the

Municipality, up to the time that the Municipality agrees that the project has been completed in accordance with the Bid specifications.

Delays beyond Bidders Control: Suspension of work caused by Acts of God, which are beyond the control of the Bidder, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the Municipality and the Bidder, outlining the time schedule and costs associated with any delay in substantially completing the project.

Insurance & Indemnification: No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000.00) general liability insurance. Proof of such insurance shall be provided to the Municipality as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the Municipality is named as an additional insured on such policy, and that the insurer shall notify the Municipality twenty (20) days before the policy is canceled, or terminated. Additionally, the Successful Bidder/Contractor shall execute an instrument under the terms of which the Successful Bidder/Contractor shall agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury, including death, or damage to persons or property as a result of the Successful Bidder/Contractor's activities.

Bidder shall provide Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30et seq., and federal jurisdiction where the work is being performed.

Compensation: The Municipality agrees to pay Contractor an amount not to exceed that as specified and accepted in the bid upon completion of the project.

Responder's Responsibility: Responding Bidder's have the responsibility of understanding what is required by this solicitation. The Municipality shall not be held responsible for any firm's lack of understanding. Should a firm not understand any aspect of this solicitation, or require further explanation or clarification regarding the intent or requirements of this solicitation, it shall be the responsibility of the Bidder to submit any question or questions to the Municipality. Further, by submitting a bid in response to this solicitation, a firm certifies that it has thoroughly read and understands this solicitation in its entirety.

Addenda: The Municipality will make reasonable efforts to provide Bidders with all addenda when issued. Addenda may be issued by any reasonable method such as hand delivery, mail, facsimile, and courier and in special circumstances, by phone. It is the Bidder's responsibility to ensure receipt of all addenda. No claim or protest will be allowed based on the Bidder's allegation that the Bidder did not receive all of the addenda or did not timely received all of the addenda.

Technical Questions: All technical questions shall be directed in writing to the Borough Manager no later than at 2:00 pm June 28, 2024, by email at manager@skagway.org and contracts@skagway.org.

Cost Incurred in Bid Preparation: No contract shall be in effect until the Municipality executes a written agreement. The Municipality shall not be liable for any cost incurred by any Bidder in the response to this Request for Bids, including any work done, even in good faith, prior to the execution of a contract.

Proprietary Information: Bidders shall not include proprietary information in bids if such information should not be disclosed to the public. Any language with a submittal purporting to render all or portions of a bid confidential will be disregarded. Proprietary information, which may be provided will be confidential, if expressly agreed by the Municipality, and if allowable by state law.

Minor Informalities: The Municipality reserves the right to waive any minor informality, negotiate changes or reject any and all bids and to not award the proposed contract, if it is in the Municipality's best interest. Minor informalities mean matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Bidders.

Receipt and Bid Opening: The Municipality must receive all bids including any amendment or withdrawal prior to the scheduled time for submitting bids. Any bid, amendment, or withdrawal, which has not been actually physically received by the Municipality prior to the scheduled time for submitting bids shall not be considered. No responsibility shall be attached to any officer, employee or agent of the Municipality for the premature opening of, or failure to open, a bid improperly delivered, addressed or identified.

Until the award of a contract, the Municipality reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids without liability against the Municipality. Receipt of bids will be publicly acknowledged at the submittal deadline and location by reading the bids to any attendees at the municipal building.

Disqualification of Bidders: A Bidder may be disqualified for the following reasons:

- More than one bid for the same work from an individual, firm, or corporation under the same or different name. (A party that has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the project).
- Evidence of collusion among Bidders as set out in the Non-Collusion Declaration attached to the Official Bid documents.

Rejection of Bids: The Municipality reserves the right to reject any and all bids when such rejection is determined to be in the best interests of the Municipality; to reject the bid of a Bidder who has previously failed to perform properly, or complete on time, any contracts or projects; to reject the bid of an Bidder who is not, in the opinion of the Municipality and sole discretion of the Municipality, in a position to perform the contract; and to reject a bid as non-responsive where the Bidder fails to furnish the required documents, fails to complete the required documents in the manner directed, or makes unauthorized alterations to bid documents.

Non-Responsive Bids: Bids shall be considered non-responsive and shall be rejected if there are unauthorized additions, conditional or alternative bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.

Documents for Successful Bidder: Prior to contract execution and Notice to Proceed, the successful Bidder shall complete and submit the following documents within seven (7) days following Notice of Intent to Award, as well as any other documents that may be requested by the Municipality.

- Signed Agreement
- Proof of Insurance

- Performance Bond (Specification Section 000610)
- Payment bond (Specification Section 000620)
- Copy of Subcontractor Agreements
- Copy of State and Municipal Business License

Award and Execution of Contract: All Bidders will be notified of Municipality's intent to award the contract and the successful Bidder will be requested to execute certain documents that shall include a contract agreement. No contract shall be considered as effective until it has been fully executed by both parties (Bidder and Municipality).

Failure to Execute Contract: Failure of the successful Bidder to execute and return the contract agreement and other documents within seven (7) days after receipt of the Municipality's Notice of Intent to Award, will be just cause for the rejection of the award. Award may then be made to the next lowest responsive, responsible and qualified Bidder, or the work may be re-advertised, in the sole discretion of the Municipality.

If the Municipality does not execute the contract agreement within fifteen (15) days following receipt from the Bidder of all required documents appropriately executed for the award of the contract, the Bidder shall have the right to withdraw its bid without penalty.

Skagway Bidder Preference: A bid shall be awarded to a Skagway bidder if Bidder's bid is not more than five percent higher than the lowest responsive nonresident bidder's. A bid shall be rejected if it contains a material alteration or an erasure. The Municipality may reject the bid of a bidder who failed to perform or failed to timely perform on a previous contract with the Municipality or any municipality. The Borough manager may reject any and all bids and waive any informalities or minor irregularities in the bids. Where all bids are rejected, and new bids are called for on substantially the same purchase or contract, each of the bidders whose bids were rejected shall be timely notified of the new call for bids and of changes, if any, in the specifications and requirements.

Permit Responsibility: Successful Bidder/Contractor shall obtain any and all necessary permits from Federal, State and local authorities for this project, including any applicable fees and costs associated with the permit/process.

Davis Bacon: Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. If this project is over \$25,000, a notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed and the State has the right to randomly audit the successful bidders company to ensure Davis Bacon Wages are being paid for this project. Both State and Federal wage rates apply to this contract. Contractor must use the higher of the wage rates included in Specification Section 00420 Alaska Labor Standards Reporting, and Prevailing Wage Rate Determination.

Payment and Performance Bond: If this project is under \$50,000 no bonding is required and the bonding bid sheet does not need to be completed. If this project is over \$50,000 but under \$150,000, bidder must sign the bonding exemption checklist & have it notarized. Answers to questions on Bonding Exemption Checklist page may require bonding papers or a letter from bonding company saying contractor is bondable for this project for the amount of the project. If this project is over \$150,000, bonding **IS** required. For purposes of bid documents, a signed letter from a surety company committing to the bonding of the contractor in the amount of the project will suffice until the time of actual signing of the contract, when bond must be on hand. (See Bonding Exempt Checklist)

Ownership of Bid Submittals: Once bids are opened, they become the property of the Municipality, and shall not be returned. Bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted if said request is received by the Municipality one (1) hour prior to the bid opening time and date. The bid shall be returned to the Bidder unopened.

Bid Form: Bids will be considered non-responsive if the following documents are not completely filled out and submitted at the time of the bidding:

- Completed Official Bid Form
- Bid Modification Form (if applicable)
- Bid Schedule, Section 000310
- Contracting Officer Documentation
- Non-Collusion Declaration
- Bonding Exempt Checklist (with additional bonding paperwork if required)
- Bid Bond

END OF SECTION 000100

REQUEST FOR BIDS – BID FORM

(Contractor's name below)

_____ agrees to provide all labor, equipment, transportation, materials and mobilization and demobilization to and from the work site to complete the Project as described in the Request for Bids dated and in any bid addenda for the total lump sum of:

\$ _____
(Numeric Dollar Amount)

\$ _____
(Written Dollar Amount)

ACKNOWLEDGEMENT OF ADDENDUMS

The bidder acknowledges receipt of addendums to the solicitation (give number and date of each)

| ADDENDUM# | | | | |
|-----------|--|--|--|--|
| DATE | | | | |

Bidder is required to list all subcontractors that will be utilized for this project: (Additional sheets listing subcontractors may be attached if needed and must be signed by Bidder)

- 1.
- 2.
- 3.

Bid Representative Signature: _____

Printed Name: _____

Contractor Name: _____

Contractor Address: _____

Date: _____

Contractor's Alaska License Number: _____

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**MUNICIPALITY OF SKAGWAY
FINANCE DEPARTMENT**

BID MODIFICATION FORM

Modification Number: _____

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. Bid modification forms will be accepted by mailing to Municipality of Skagway P.O. Box 415 Skagway, AK 99840 or emailed to a.lawson@skagway.org. Faxed bid modifications will not be accepted.

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

Total Increase or Decrease: \$ _____

Name of Bidding Firm

Responsible Party Signature

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

END OF BID MODIFICATION FORM

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BASE BID

| Item No. | Pay Item Description | Pay Unit | Approximate Quantity | Unit Price | | Amount | |
|----------|---------------------------------|----------|----------------------|------------|-------|---------|-------|
| | | | | Dollars | Cents | Dollars | Cents |
| 001505.1 | Mobilization and Demobilization | Lump Sum | All Req'd | LUMP | SUM | | |
| 311000.1 | Clearing and Grubbing | Lump Sum | All Req'd | LUMP | SUM | | |
| 311900.1 | Erosion and Sediment Control | Lump Sum | All Req'd | LUMP | SUM | | |
| 312001.1 | Rock Excavation and Scaling | CY | 6 | | | | |
| 312001.2 | 3-Inch Minus Embankment | CY | 90 | | | | |
| 312001.3 | Riprap Class I | CY | 23 | | | | |
| 312003.1 | Base Course, Grading D-1 | CY | 15 | | | | |
| 316000.1 | Construction Surveying | Lump Sum | All Req'd | LUMP | SUM | | |
| 323113.1 | Chain Link Fence | LF | 253 | | | | |
| 323113.2 | Rolling Gate, 12-Foot Wide | Each | 1 | | | | |
| 323113.3 | Man Gate Salvage & Reset | Lump Sum | All Req'd | LUMP | SUM | | |
| 334100.1 | Storm Sewer Pipe, 39-Inch CMP | LF | 29 | | | | |

TOTAL BASE BID AMOUNT = \$ _____

ADDITIVE ALTERNATE No. 1

| Item No. | Pay Item Description | Pay Unit | Approximate Quantity | Unit Price | | Amount | |
|----------|---|----------|----------------------|------------|-------|---------|-------|
| | | | | Dollars | Cents | Dollars | Cents |
| 321314.1 | Concrete Leveling Course & Chain Link Fence | LF | 84 | | | | |

TOTAL ADDITIVE ALTERNATE AMOUNT = \$ _____

COMPANY NAME: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____
_____ as Principal, and _____
As Surety, are held and firmly bound unto **THE MUNICIPALITY OF SKAGWAY** 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:

AB Mountain Communication Facility Site Improvements

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” 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 _____, 2024

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

END OF SECTION 000360

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LIST OF SUBCONTRACTORS

The apparent low Bidder must submit a list of Subcontractors and copy of the Subcontractor's required documents (licenses, insurance, permits, and other required documents) that the Bidder proposes to use in the performance of this Contract by close of business on the seventh calendar day following the Notice of Intent to Award. If the fifth calendar day falls on a weekend or holiday, the report is due by close of business on the day following the weekend or holiday. The list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractors 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. Bidder shall be responsible to ensure that every subcontractor provides a Certificate of Insurance in the amount of \$2,000,000 in general liability showing the Municipality of Skagway as an additional insured by close of business on the seventh calendar day following the Notice of Intent to Award.***

| <u>SUBCONTRACTOR*</u> | ¹ AK Contractor <u>License No.</u> | ¹ <u>Contact Name</u> | <u>Type of</u> | <u>Contract</u> | ✓ if |
|----------------------------|--|----------------------------------|----------------|-----------------|--------------------------|
| <u>ADDRESS</u> | ² AK Business <u>License No.</u> | ² <u>Phone No.</u> | <u>Work</u> | <u>Amount</u> | <u>DBE</u> |
| 1. _____ _____ _____ | 1 _____ 2 _____ | _____ | _____ | \$ _____ | <input type="checkbox"/> |
| 2. _____ _____ _____ | 1 _____ 2 _____ | _____ | _____ | \$ _____ | <input type="checkbox"/> |
| 3. _____ _____ | 1 _____ 2 _____ | _____ | _____ | \$ _____ | <input type="checkbox"/> |

* Include Disadvantaged Business Enterprise (DBE) Subcontractors (attach additional sheets as necessary).

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

- 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 as required in the Contract with the Contractor and in an amount not less than \$2,000,000 for general liability;
 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 a responsible subcontractor.
- 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 without penalty or cost to the OWNER; or
 2. assess against the Bidder a penalty in an amount that does not exceed 10 percent of the value of the subcontract at issue, provided the Bidder is given written notice of the assessment and the opportunity for an appeal before the assessment is imposed.
- E. For Contract award, the apparent low Bidder must submit one copy of each subcontract, to the OWNER, for WORK with a value of greater than one half of one percent of the intended award amount.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section will 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.

Contracting Officer Document

(Project Name)

Company Name

Company Address (Street or P.O. Box, City, State, Zip)

**TO THE BOROUGH MANAGER
MUNICIPALITY OF SKAGWAY**

In compliance with your Request for Bids dated, _____, the Undersigned proposes to furnish and deliver all the materials, supplies and equipment, including mobilization and demobilization, and do all the work and labor required in the construction of the above referenced Project, located at or near **Skagway, Alaska**, according to the plans and specifications and for the amount and prices named herein as indicated on the Project Bid Form consisting of **1** sheet, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Project Bid Form or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the contract within 7 calendar days or such further time as may be allowed in writing by the Borough Manager, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in the case the Undersigned does not, the accompanying bid security shall be forfeited to the Municipality of Skagway as liquidated damages, and the Borough Manager may proceed to award the contract to others.

Signature: _____

THIS IS TO CERTIFY that on this _____ day of _____, 20____, _____
_____ personally appeared before me, to me known to be the individual described in and who executed the within Bid Form for the Municipality of Skagway and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public in and for Alaska
My commission expires: _____

NON-COLLUSION DECLARATION FOR MUNICIPALITY OF SKAGWAY

The undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, 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 this bid.

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company representative

Typed name and Title of Authorized Company Representative

Phone Number

Fax Number

THIS IS TO CERTIFY that on this _____ day of _____, 20____, _____
_____ personally appeared before me, to me
known to be the individual described in and who executed the within Non-Collusion Declaration for the
Municipality of Skagway and acknowledged that he signed the same as his free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above
written.

Notary Public in and for Alaska

My commission expires: _____

BONDING EXEMPTION CHECKLIST – MUNICIPALITY OF SKAGWAY

Contractors are exempt from payment, performance and material bonding requirements for projects over \$50,000 and not exceeding \$150,000 if the following conditions apply. Please complete this section entirely.

1. Has Contractor been licensed in the State of Alaska for **at least** two (2) years? Please provide documentation. (If answer is no to this question and no documentation is provided, then a letter from your bonding company stating you are bondable for this project is required, or provide a letter from a responsible bank in the United States stating that you have enough money to set up an escrow account in the name of the Municipality to equal the value of the contract.)
 Yes No
2. Has Contractor defaulted on a contract during the last three (3) years? (If answer is yes to this question, a letter from your bonding company stating you are bondable for this project is required, or provide a letter from a responsible bank in the United States stating that you have enough money to set up an escrow account in the name of the Municipality to equal the value of the contract.)
 Yes No
3. Please attach a financial statement prepared within the last nine (9) months, certified by a public accountant, demonstrating that the contractor has a net worth of not less than twenty percent (20%) of the amount of the contract. Bidder must place their financial information in a sealed envelope marked “Financial Information, Proprietary”. All financial paperwork will remain confidential. Is financial statement attached? (If answer is no to this question, a letter from your bonding company stating you are bondable for this project is required, or provide a letter from a responsible bank in the United States stating that you have enough money to set up an escrow account in the name of the Municipality to equal the value of the contract.)
 Yes No
4. Does the total amount of **all** contracts which contractor anticipates performing during the contract period exceed your net worth by more than seven (7) times? Please provide documentation. (If answer is yes to this question or no documentation provided, then a letter from your bonding company stating you are bondable for this project is required, or provide a letter from a responsible bank in the United States stating that you have enough money to set up an escrow account in the name of the Municipality to equal the value of the contract.)
 Yes No
5. Is letter from bonding company or bank provided?
 Yes No

Signature: _____

THIS IS TO CERTIFY that on this _____ day of _____, 20____, _____ personally appeared before me, to me known to be the individual described in and who executed the within the Bonding Exemption Checklist for the Municipality of Skagway and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public in and for Alaska
My commission expires: _____

END OF SECTION
000380

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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 Effective September 1, 2023 Issue 39 follow this page and is made a part of this specification section and this contract by reference. The Published Davis Bacon Wage Rates Dated August 23, 2023 are made a part of this specification section and this contract by reference along with the Davis Bacon Requirements (19 pages) contained in this specification section.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations. Both state and federal wage rates apply and the highest rate shall be used.

Required Reporting During Contract (to be provided by every CONTRACTOR and Subcontractor):

- A. **Certified Payrolls must be submitted every week. Before Friday**, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous week. If there was no activity for that pay period, indicate **"No Activity."** Indicate **"Start"** on your first payroll, and **"Final"** on your last payroll for this Project. Send to:

Wage and Hour Section
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration and
P.O. Box 21149
Juneau, AK 99802-1449
907-465-4842

Borough Clerk
Municipality of Skagway
P.O. Box 415
Skagway, AK 99840
(907) 983-2297

- B. **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 to:

Executive Assistant
Municipality of
Skagway
P.O. Box 415 and
Skagway, AK 99840
(907) 983-2297

Wage and Hour Section
State of Alaska
Department of Labor and Workforce
Development
Labor Standards and Safety Division
Wage and Hour
Administration
P.O. Box 21149
Juneau, AK 99802-144

- C. As part of the **final payment request package**:

A completed Compliance Certificate and Release form (provided in Section 01700 – Project Closeout) from every CONTRACTOR.

A final Subcontractor list complete with final subcontract amounts and including all equipment rentals (with operators).

Tax Clearance letters from the Alaska Department of Labor (provided in Section 00800 Supplementary General Conditions).

Municipality of Skagway
AB Mountain Communication
Facility Site Improvements

SECTION 000420
ALASKA LABOR STANDARDS, REPORTING,

Certification that there are no claims by the CONTRACTOR against the Municipality of Skagway.

END OF SECTION 000420

A photograph of a male mechanic wearing a dark blue uniform and a black Under Armour cap. He is leaning over the open hood of a car, working on the engine. The engine is a 'POWER STROKE TURBO DIESEL'. Various tools, including a green-handled screwdriver and an orange power drill, are visible on the engine block. The background shows a blue car and a white wall.

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

MINIMUM RATES OF PAY For Laborers and Mechanics

Effective April 1, 2024

Issue 48

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

April 1, 2024

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 wages.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2024.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2024, 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
Commissioner Designee

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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

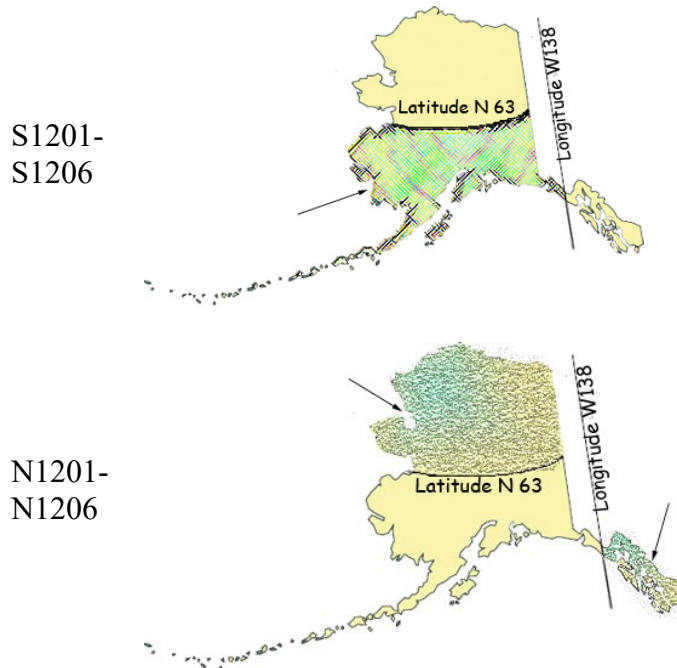
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

**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>**

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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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Boilermakers

*See per diem note on last page

| | | | | | | | | |
|--------------|--------------------------|-------|------|-------|------|------|------|-------|
| A0101 | Boilermaker (journeyman) | 48.15 | 8.57 | 18.40 | 2.15 | VAC | SAF | 81.86 |
| | | | | | | 4.25 | 0.34 | |

Bricklayers & Blocklayers

*See per diem note on last page

| | | | | | | | | |
|--------------|------------|-------|------|-------|------|------|--|-------|
| A0201 | Blocklayer | 42.01 | 9.00 | 10.20 | 0.62 | L&M | | 62.03 |
| | | | | | | 0.20 | | |

Bricklayer
 Marble or Stone Mason
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
 Terrazzo Worker
 Tile Setter

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|------|--|-------|
| A0202 | Tuck Pointer Caulker | 42.01 | 9.00 | 10.20 | 0.62 | L&M | | 62.03 |
| | | | | | | 0.20 | | |

Cleaner (PCC)

| | | | | | | | | |
|--------------|------------------------|-------|------|-------|------|------|--|-------|
| A0203 | Marble & Tile Finisher | 35.84 | 9.00 | 10.20 | 0.62 | L&M | | 55.86 |
| | | | | | | 0.20 | | |

Terrazzo Finisher

| | | | | | | | | |
|--------------|---------------------|-------|------|-------|------|------|--|-------|
| A0204 | Torginal Applicator | 35.84 | 9.00 | 10.20 | 0.62 | L&M | | 55.86 |
| | | | | | | 0.20 | | |

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

| | | | | | | | | |
|--------------|------------------------|-------|-------|-------|------|------|------|-------|
| N0301 | Carpenter (journeyman) | 44.39 | 10.35 | 15.82 | 1.75 | L&M | SAF | 72.71 |
| | | | | | | 0.20 | 0.20 | |

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

| | | | | | | | | |
|--------------|------------------------|-------|-------|-------|------|------|------|-------|
| S0301 | Carpenter (journeyman) | 44.39 | 10.35 | 16.36 | 1.75 | L&M | SAF | 73.25 |
| | | | | | | 0.20 | 0.20 | |

Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons
 *See per diem note on last page

| | | | | | | | | |
|--------------|---------------------|-------|------|-------|------|--|------------------------|-------|
| A0401 | Group I, including: | 46.93 | 8.80 | 11.80 | 1.53 | | L&M 0.10 | 69.16 |
|--------------|---------------------|-------|------|-------|------|--|------------------------|-------|

- 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

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|--|------------------------|-------|
| A0402 | Group II, including: | 46.93 | 8.80 | 11.80 | 1.53 | | L&M 0.10 | 69.16 |
|--------------|----------------------|-------|------|-------|------|--|------------------------|-------|

- Form Setter

| | | | | | | | | |
|--------------|-----------------------|-------|------|-------|------|--|------------------------|-------|
| A0403 | Group III, including: | 46.93 | 8.80 | 11.80 | 1.53 | | L&M 0.10 | 69.16 |
|--------------|-----------------------|-------|------|-------|------|--|------------------------|-------|

- 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)

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|--|------------------------|-------|
| A0404 | Group IV, including: | 46.93 | 8.80 | 11.80 | 1.53 | | L&M 0.10 | 69.16 |
|--------------|----------------------|-------|------|-------|------|--|------------------------|-------|

- 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

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Cement Masons
*See per diem note on last page

| | | | | | | | | |
|--------------|---|-------|------|-------|------|--|------------------------|-------|
| A0404 | Group IV, including: | 46.93 | 8.80 | 11.80 | 1.53 | | L&M 0.10 | 69.16 |
| | Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile | | | | | | | |
| | Tunnel Worker | | | | | | | |

| | | | | | | | | |
|--------------|---|-------|------|-------|------|--|------------------------|-------|
| A0405 | Group V, including: | 46.93 | 8.80 | 11.80 | 1.53 | | L&M 0.10 | 69.16 |
| | 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

| | | | | | | | | |
|--------------|-------------------|-------|------|------|--|--|------------|-------|
| A0501 | Baker/Cook | 29.95 | 7.53 | 8.83 | | | LEG | 46.31 |
| A0503 | General Helper | 25.92 | 7.53 | 8.83 | | | LEG | 42.28 |
| | Housekeeper | | | | | | | |
| | Janitor | | | | | | | |
| | Kitchen Helper | | | | | | | |
| A0504 | Head Cook | 29.95 | 7.53 | 8.83 | | | LEG | 46.31 |
| A0505 | Head Housekeeper | 26.20 | 7.53 | 8.83 | | | LEG | 42.56 |
| | Head Kitchen Help | | | | | | | |

Dredgemen
*See per diem note on last page

| | | | | | | | | |
|--------------|--------------------|-------|-------|-------|------|--|------------------------|-------|
| A0601 | Assistant Engineer | 49.52 | 11.75 | 15.50 | 1.05 | | L&M 0.10 | 77.92 |
| | Craneman | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|------------|--|-----|-----|-----|-----|----------------|-----|
|------------|--|-----|-----|-----|-----|----------------|-----|

Dredgemen
*See per diem note on last page

| | | | | | | | |
|--------------|---|-------|-------|-------|------|------------------------|-------|
| A0601 | Assistant Engineer | 49.52 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 77.92 |
| | Electrical Generator Operator (primary pump/power barge/dredge) | | | | | | |
| | Engineer | | | | | | |
| | Welder | | | | | | |
| A0602 | Assistant Mate (deckhand) | 48.20 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 76.60 |
| A0603 | Fireman | 48.70 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 77.10 |
| A0605 | Leverman Clamshell | 52.39 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 80.79 |
| A0606 | Leverman Hydraulic | 50.39 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 78.79 |
| A0607 | Mate & Boatman | 49.52 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 77.92 |
| A0608 | Oiler (dredge) | 48.70 | 11.75 | 15.50 | 1.05 | L&M 0.10 | 77.10 |

Electricians
*See per diem note on last page

| | | | | | | | | |
|--------------|---|-------|-------|-------|------|------------------------|--------------------|--------|
| A0701 | Inside Cable Splicer | 48.94 | 14.40 | 14.36 | 0.95 | L&M 0.25 | LEG 0.15 | 79.05 |
| A0702 | Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction) | 48.94 | 14.40 | 14.36 | 0.95 | L&M 0.25 | LEG 0.15 | 79.05 |
| A0703 | Power Cable Splicer | 70.34 | 14.40 | 19.30 | 0.95 | L&M 0.25 | LEG 0.15 | 105.39 |
| A0704 | Tele Com Cable Splicer | 54.03 | 14.40 | 18.02 | 0.95 | L&M 0.25 | LEG 0.15 | 87.80 |
| A0705 | Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction) | 68.59 | 14.40 | 19.25 | 0.95 | L&M 0.25 | LEG 0.15 | 103.59 |
| A0706 | Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator | 52.28 | 14.40 | 17.97 | 0.95 | L&M 0.25 | LEG 0.15 | 86.00 |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|---|---|-------|-------|-------|------|-------|----------|--------|
| Electricians | | | | | | | | |
| *See per diem note on last page | | | | | | | | |
| A0707 | Straight Line Installer - Repairman | 52.28 | 14.40 | 17.97 | 0.95 | L&M | LEG | 86.00 |
| | | | | | | 0.25 | 0.15 | |
| A0708 | Powderman | 66.59 | 14.40 | 19.19 | 0.95 | L&M | LEG | 101.53 |
| | | | | | | 0.25 | 0.15 | |
| A0710 | Material Handler | 28.82 | 14.52 | 5.86 | 0.15 | L&M | LEG | 49.65 |
| | | | | | | 0.15 | 0.15 | |
| A0712 | Tree Trimmer Groundman | 32.26 | 14.40 | 14.52 | 0.15 | L&M | LEG | 61.63 |
| | | | | | | 0.15 | 0.15 | |
| A0713 | Journeyman Tree Trimmer | 41.32 | 14.40 | 14.79 | 0.15 | L&M | LEG | 70.96 |
| | | | | | | 0.15 | 0.15 | |
| A0714 | Vegetation Control Sprayer | 44.92 | 14.40 | 14.90 | 0.15 | L&M | LEG | 74.67 |
| | | | | | | 0.15 | 0.15 | |
| A0715 | Inside Journeyman Communications CO/PBX | 48.94 | 14.40 | 14.36 | 0.95 | L&M | LEG | 79.05 |
| | | | | | | 0.25 | 0.15 | |
| Elevator Workers | | | | | | | | |
| *See per diem note on last page | | | | | | | | |
| A0802 | Elevator Constructor | 48.00 | 16.17 | 20.96 | 0.75 | L&M | VAC | 92.51 |
| | | | | | | 1.30 | 5.33 | |
| A0803 | Elevator Constructor Mechanic | 68.57 | 16.17 | 20.96 | 0.75 | L&M | VAC | 115.36 |
| | | | | | | 1.30 | 7.61 | |
| Heat & Frost Insulators/Asbestos Workers | | | | | | | | |
| *See per diem note on last page | | | | | | | | |
| A0902 | Asbestos Abatement-Mechanical Systems | 41.35 | 9.24 | 11.12 | 1.50 | IAF | LML | 63.40 |
| | | | | | | 0.14 | 0.05 | |
| A0903 | Asbestos Abatement/General Demolition All Systems | 41.35 | 9.24 | 11.12 | 1.50 | IAF | LML | 63.40 |
| | | | | | | 0.14 | 0.05 | |
| A0904 | Insulator, Group II | 41.35 | 9.24 | 11.12 | 1.50 | IAF | LML | 63.40 |
| | | | | | | 0.14 | 0.05 | |
| A0905 | Fire Stop | 41.35 | 9.24 | 11.12 | 1.50 | IAF | LML | 63.40 |
| | | | | | | 0.14 | 0.05 | |
| IronWorkers | | | | | | | | |
| *See per diem note on last page | | | | | | | | |
| A1101 | Ironworkers, including: | 42.99 | 10.16 | 26.45 | 0.77 | L&M | IAF | 80.81 |
| | | | | | | 0.20 | 0.24 | |

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IronWorkers
 *See per diem note on last page

| | | | | | | L&M | IAF | |
|--------------|-------------------------|-------|-------|-------|------|------|------|-------|
| A1101 | 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 | |
|--------------|---|-------|-------|-------|------|------|------|-------|
| A1102 | 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 | |
|--------------|-------------------------|-------|-------|-------|------|------|------|-------|
| A1103 | Fence/Barrier Installer | 39.49 | 10.16 | 26.45 | 0.77 | 0.20 | 0.24 | 77.31 |

| | | | | | | L&M | IAF | |
|--------------|-----------------------|-------|-------|-------|------|------|------|-------|
| A1104 | Guard Rail Layout Man | 40.23 | 10.16 | 26.45 | 0.77 | 0.20 | 0.24 | 78.05 |

| | | | | | | L&M | IAF | |
|--------------|----------------------|-------|-------|-------|------|------|------|-------|
| A1105 | 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 | |
|--------------|--|-------|------|-------|------|------|------|-------|
| N1201 | Group I, including: | 38.25 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 71.86 |
| | 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 | | | | | | | |

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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

| | | | | | | | | |
|--------------|---------------------|-------|------|-------|------|----------------|------------|-------|
| N1201 | Group I, including: | 38.25 | 9.95 | 21.51 | 1.65 | L&M | LEG | 71.86 |
|--------------|---------------------|-------|------|-------|------|----------------|------------|-------|

- 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
- Landscaper or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|----------------|------------|-------|
| N1202 | Group II, including: | 39.25 | 9.95 | 21.51 | 1.65 | L&M | LEG | 72.86 |
|--------------|----------------------|-------|------|-------|------|----------------|------------|-------|

- 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

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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 | |
|--|-------|------|-------|------|--|----------------|------------|-------|
| N1202 Group II, including: | 39.25 | 9.95 | 21.51 | 1.65 | | 0.30 | 0.20 | 72.86 |
| Environmental Laborer (asbestos, marine work) | | | | | | | | |
| Floor Preparation, Core Drilling | | | | | | | | |
| Foam Gun or Foam Machine Operator | | | | | | | | |
| Green Cutter (dam work) | | | | | | | | |
| Gunite Operator | | | | | | | | |
| Hod Carrier | | | | | | | | |
| Jackhammer/Chipping Gun or Pavement Breaker | | | | | | | | |
| Laser Instrument Operator | | | | | | | | |
| Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work) | | | | | | | | |
| Mason Tender & Mud Mixer (sewer work) | | | | | | | | |
| Pilot Car | | | | | | | | |
| Pipelayer Helper | | | | | | | | |
| Plasterer, Bricklayer & Cement Finisher Tender | | | | | | | | |
| Powderman Helper | | | | | | | | |
| Power Saw Operator | | | | | | | | |
| Railroad Switch Layout Laborer | | | | | | | | |
| Sandblaster | | | | | | | | |
| Scaffold Building & Erecting | | | | | | | | |
| Sewer Caulker | | | | | | | | |
| Sewer Plant Maintenance Man | | | | | | | | |
| Thermal Plastic Applicator | | | | | | | | |
| Timber Faller, Chainsaw Operator, Filer | | | | | | | | |
| Timberman | | | | | | | | |
| N1203 Group III, including: | 40.15 | 9.95 | 21.51 | 1.65 | | 0.30 | 0.20 | 73.76 |
| 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) | | | | | | | | |
| N1204 Group IIIA | 44.28 | 9.95 | 21.51 | 1.65 | | 0.30 | 0.20 | 77.89 |
| 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

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

*See per diem note on last page

| | | | | | | L&M | LEG | |
|--------------|------------|-------|------|-------|------|------|------|-------|
| N1204 | Group IIIA | 44.28 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 77.89 |

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

| | | | | | | L&M | LEG | |
|--------------|----------|-------|------|-------|------|------|------|-------|
| N1205 | Group IV | 27.82 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 61.43 |

- Final Building Cleanup
- Permanent Yard Worker

| | | | | | | L&M | LEG | |
|--------------|------------|-------|------|-------|------|------|------|-------|
| N1206 | Group IIIB | 50.11 | 5.90 | 21.51 | 1.65 | 0.30 | 0.20 | 79.67 |

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

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

*See per diem note on last page

| | | | | | | L&M | LEG | |
|--------------|---------------------|-------|------|-------|------|------|------|-------|
| S1201 | Group I, including: | 38.25 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 71.86 |

- 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

Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

| | | | | | | | | |
|--------------|---------------------|-------|------|-------|------|----------------|------------|-------|
| S1201 | Group I, including: | 38.25 | 9.95 | 21.51 | 1.65 | L&M | LEG | 71.86 |
|--------------|---------------------|-------|------|-------|------|----------------|------------|-------|

- Form Stripper
- General Laborer
- Guardrail Laborer, Bridge Rail Installer
- Hydro Seeder Nozzleman
- Laborer, Building
- Landscaper or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|----------------|------------|-------|
| S1202 | Group II, including: | 39.25 | 9.95 | 21.51 | 1.65 | L&M | LEG | 72.86 |
|--------------|----------------------|-------|------|-------|------|----------------|------------|-------|

- 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)
- Gunite 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

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

*See per diem note on last page

| | | | | | | L&M | LEG | |
|--------------|----------------------|-------|------|-------|------|----------------|------------|-------|
| S1202 | Group II, including: | 39.25 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 72.86 |

- 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 | |
|--------------|-----------------------|-------|------|-------|------|----------------|------------|-------|
| S1203 | Group III, including: | 40.15 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 73.76 |

- 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 | |
|--------------|------------|-------|------|-------|------|----------------|------------|-------|
| S1204 | Group IIIA | 44.28 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 77.89 |

- 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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

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

*See per diem note on last page

| | | | | | | | | |
|--------------|------------|-------|------|-------|------|----------------|------------|-------|
| S1204 | Group IIIA | 44.28 | 9.95 | 21.51 | 1.65 | L&M | LEG | 77.89 |
|--------------|------------|-------|------|-------|------|----------------|------------|-------|

Traffic Control Supervisor, DOT Qualified

| | | | | | | | | |
|--------------|----------|-------|------|-------|------|----------------|------------|-------|
| S1205 | Group IV | 27.82 | 9.95 | 21.51 | 1.65 | L&M | LEG | 61.43 |
|--------------|----------|-------|------|-------|------|----------------|------------|-------|

Final Building Cleanup
Permanent Yard Worker

| | | | | | | | | |
|--------------|------------|-------|------|-------|------|----------------|------------|-------|
| S1206 | Group IIIB | 50.11 | 5.90 | 21.51 | 1.65 | L&M | LEG | 79.67 |
|--------------|------------|-------|------|-------|------|----------------|------------|-------|

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
Stake Hopper

Millwrights

*See per diem note on last page

| | | | | | | | | |
|--------------|-------------------------|-------|-------|-------|------|----------------|--|-------|
| A1251 | Millwright (journeyman) | 53.56 | 10.35 | 10.69 | 1.10 | L&M | | 76.15 |
|--------------|-------------------------|-------|-------|-------|------|----------------|--|-------|

| | | | | | | | | |
|--------------|-------------------|-------|-------|-------|------|----------------|--|-------|
| A1252 | Millwright Welder | 54.56 | 10.35 | 10.69 | 1.10 | L&M | | 77.15 |
|--------------|-------------------|-------|-------|-------|------|----------------|--|-------|

Painters, Region I (North of N63 latitude)

*See per diem note on last page

| | | | | | | | | |
|--------------|---------------------|-------|------|-------|------|----------------|--|-------|
| N1301 | Group I, including: | 37.83 | 9.77 | 15.10 | 1.08 | L&M | | 63.85 |
|--------------|---------------------|-------|------|-------|------|----------------|--|-------|

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

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|----------------|--|-------|
| N1302 | Group II, including: | 38.35 | 9.77 | 15.10 | 1.08 | L&M | | 64.37 |
|--------------|----------------------|-------|------|-------|------|----------------|--|-------|

Bridge Painter
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

Painters, Region I (North of N63 latitude)
 *See per diem note on last page

| | | | | | | | | |
|--------------|--------------------------|-------|------|-------|------|--|------------------------|-------|
| N1302 | Group II, including: | 38.35 | 9.77 | 15.10 | 1.08 | | L&M 0.07 | 64.37 |
| | Machine/Automatic Taping | | | | | | | |
| | Pot Tender | | | | | | | |
| | Sandblasting | | | | | | | |
| | Specialty Painter | | | | | | | |
| | Spray | | | | | | | |
| | Structural Steel Painter | | | | | | | |
| | Wallpaper/Vinyl Hanger | | | | | | | |

| | | | | | | | | |
|--------------|------------------------------------|-------|------|-------|------|--|------|-------|
| N1304 | Group IV, including: | 43.74 | 9.77 | 18.21 | 1.05 | | 0.05 | 72.82 |
| | Glazier | | | | | | | |
| | Storefront/Automatic Door Mechanic | | | | | | | |

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

| | | | | | | | | |
|--------------|-------------------------|-------|-------|------|------|--|------|-------|
| N1306 | Group VI, including: | 70.00 | 10.79 | 5.00 | 1.10 | | 0.10 | 86.99 |
| | Traffic Control Striper | | | | | | | |

Painters, Region II (South of N63 latitude)
 *See per diem note on last page

| | | | | | | | | |
|--------------|----------------------------|-------|------|-------|------|--|------------------------|-------|
| S1301 | Group I, including : | 34.47 | 9.77 | 16.45 | 1.08 | | L&M 0.07 | 61.84 |
| | Brush | | | | | | | |
| | General Painter | | | | | | | |
| | Hand Taping | | | | | | | |
| | Hazardous Material Handler | | | | | | | |
| | Lead-Based Paint Abatement | | | | | | | |
| | Roll | | | | | | | |
| | Spray | | | | | | | |

| | | | | | | | | |
|--------------|--------------------------|-------|------|-------|------|--|------------------------|-------|
| S1302 | Group II, including : | 35.72 | 9.77 | 16.45 | 1.08 | | L&M 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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Painters, Region II (South of N63 latitude)

*See per diem note on last page

| | | | | | | | | |
|--------------|------------------------|-------|------|-------|------|--|------------------------|-------|
| S1303 | Group III, including : | 35.82 | 9.77 | 16.45 | 1.08 | | L&M 0.07 | 63.19 |
|--------------|------------------------|-------|------|-------|------|--|------------------------|-------|

- Bridge Painter
- Epoxy Applicator
- Industrial Coatings Specialist
- Pot Tender
- Sandblasting
- Specialty Painter
- Structural Steel Painter

| | | | | | | | | |
|--------------|----------------------|-------|------|-------|------|--|------------------------|-------|
| S1304 | Group IV, including: | 43.95 | 9.77 | 17.25 | 1.08 | | L&M 0.07 | 72.12 |
|--------------|----------------------|-------|------|-------|------|--|------------------------|-------|

- Glazier
- Storefront/Automatic Door Mechanic

| | | | | | | | | |
|--------------|---------------------|-------|------|------|------|--|------------------------|-------|
| S1305 | Group V, including: | 39.86 | 9.77 | 5.00 | 1.10 | | L&M 0.10 | 55.83 |
|--------------|---------------------|-------|------|------|------|--|------------------------|-------|

- Carpet Installer
- Floor Coverer
- Heat Weld/Cove Base
- Linoleum/Soft Tile Installer

| | | | | | | | | |
|--------------|----------------------|-------|-------|------|------|--|------|-------|
| S1306 | Group VI, including: | 70.00 | 10.79 | 5.00 | 1.10 | | 0.10 | 86.99 |
|--------------|----------------------|-------|-------|------|------|--|------|-------|

- Traffic Control Striper

Piledrivers

*See per diem note on last page

| | | | | | | | | | |
|--------------|------------|-------|-------|-------|------|--|------------------------|--------------------|-------|
| A1401 | Piledriver | 44.39 | 10.35 | 15.82 | 1.75 | | L&M 0.20 | IAF 0.20 | 72.71 |
|--------------|------------|-------|-------|-------|------|--|------------------------|--------------------|-------|

- Assistant Dive Tender
- Carpenter/Piledriver
- Rigger
- Sheet Stabber
- Skiff Operator

| | | | | | | | | | |
|--------------|--------------------------------|-------|-------|-------|------|--|------------------------|--------------------|-------|
| A1402 | Piledriver-Welder/Toxic Worker | 45.39 | 10.35 | 15.82 | 1.75 | | L&M 0.20 | IAF 0.20 | 73.71 |
|--------------|--------------------------------|-------|-------|-------|------|--|------------------------|--------------------|-------|

| | | | | | | | | | |
|--------------|--|-------|-------|-------|------|--|------------------------|--------------------|-------|
| A1403 | Remotely Operated Vehicle Pilot/Technician | 48.70 | 10.35 | 15.82 | 1.75 | | L&M 0.20 | IAF 0.20 | 77.02 |
|--------------|--|-------|-------|-------|------|--|------------------------|--------------------|-------|

- Single Atmosphere Suit, Bell or Submersible Pilot

| | | | | | | | | | |
|--------------|---|-------|-------|-------|------|--|------------------------|--------------------|--------|
| A1404 | Diver (working) **See note on last page | 88.50 | 10.35 | 15.82 | 1.75 | | L&M 0.20 | IAF 0.20 | 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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Piledrivers
*See per diem note on last page

| | | | | | | | | |
|--------------|--|-------|-------|-------|------|-----|-----|-------|
| A1405 | Diver (standby) **See note on last page | 48.70 | 10.35 | 15.82 | 1.75 | L&M | IAF | 77.02 |
| A1406 | Dive Tender **See note on last page | 47.70 | 10.35 | 15.82 | 1.75 | L&M | IAF | 76.02 |
| A1407 | Welder (American Welding Society, Certified Welding Inspector) | 49.95 | 10.35 | 15.82 | 1.75 | L&M | IAF | 78.27 |

Plumbers, Region I (North of N63 latitude)
*See per diem note on last page

| | | | | | | | | |
|--------------|-----------------------|-------|-------|-------|------|-----|-----|-------|
| N1501 | Journeyman Pipefitter | 47.16 | 12.20 | 18.45 | 1.75 | L&M | S&L | 80.76 |
| | Plumber | | | | | | | |
| | Welder | | | | | | | |

Plumbers, Region II (South of N63 latitude)
*See per diem note on last page

| | | | | | | | | |
|--------------|-----------------------|-------|-------|-------|------|-----|--|-------|
| S1501 | Journeyman Pipefitter | 44.25 | 12.38 | 15.27 | 1.55 | L&M | | 73.65 |
| | Plumber | | | | | | | |
| | Welder | | | | | | | |

Plumbers, Region IIA (1st Judicial District)
*See per diem note on last page

| | | | | | | | | |
|--------------|-----------------------|-------|-------|-------|------|-----|--|-------|
| X1501 | Journeyman Pipefitter | 43.50 | 14.17 | 11.75 | 2.95 | L&M | | 72.61 |
| | Plumber | | | | | | | |
| | Welder | | | | | | | |

Power Equipment Operators
*See per diem note on last page

| | | | | | | | | |
|--------------|---|-------|-------|-------|------|-----|--|-------|
| A1601 | Group I, including: | 50.39 | 11.75 | 15.50 | 1.05 | L&M | | 78.79 |
| | 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 | |
|--------------|--|-------|-------|-------|------|----------------|-------|
| A1601 | Group I, including: | 50.39 | 11.75 | 15.50 | 1.05 | 0.10 | 78.79 |
| | Cleaning Machine | | | | | | |
| | Coating Machine | | | | | | |
| | Concrete Hydro Blaster | | | | | | |
| | Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments)) | | | | | | |
| | (a) Hydralifts or Transporters, (all track or truck type) | | | | | | |
| | (b) Derricks | | | | | | |
| | (c) Overhead | | | | | | |
| | Crushers | | | | | | |
| | Deck Winches, Double Drum | | | | | | |
| | Ditching or Trenching Machine (16 inch or over) | | | | | | |
| | Drag Scraper, Yarder, and similar types | | | | | | |
| | Drilling Machines, Core, Cable, Rotary and Exploration | | | | | | |
| | Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine | | | | | | |
| | Grade Checker and/or Line and Grade including Drone | | | | | | |
| | Helicopters | | | | | | |
| | Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat | | | | | | |
| | Hydro Ax, Feller Buncher & similar | | | | | | |
| | Hydro Excavation (Vac-Truck and Similar) | | | | | | |
| | Loaders (2 1/2 yards through 5 yards, including all attachments): | | | | | | |
| | (a) Forklifts (with telescopic boom & swing attachment) | | | | | | |
| | (b) Front End & Overhead, (2-1/2 yards through 5 yards) | | | | | | |
| | (c) Loaders, (with forks or pipe clamp) | | | | | | |
| | (d) Loaders, (elevating belt type, Euclid & similar types) | | | | | | |
| | Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types) | | | | | | |
| | Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer | | | | | | |
| | Micro Tunneling Machine | | | | | | |
| | Mixers: Mobile type with hoist combination | | | | | | |
| | Motor Patrol Grader | | | | | | |
| | Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield | | | | | | |
| | Off-Road Hauler (including Articulating and Haul Trucks) | | | | | | |
| | Operator on Dredges | | | | | | |
| | Piledriver Engineer, L.B. Foster, Puller or similar paving breaker | | | | | | |
| | Plant Operator (Asphalt & Concrete) | | | | | | |
| | Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.) | | | | | | |
| | Remote Controlled Equipment | | | | | | |
| | Scraper (through 40 yards) | | | | | | |

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators
 *See per diem note on last page

| | | L&M | | | | | |
|--------------|---|----------------|-------|-------|------|------|-------|
| A1601 | Group I, including: | 50.39 | 11.75 | 15.50 | 1.05 | 0.10 | 78.79 |
| | Service Oiler/Service Engineer | | | | | | |
| | Shot Blast Machine | | | | | | |
| | Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under) | | | | | | |
| | Sideboom (under 45 tons) | | | | | | |
| | Sub Grader (Gurries & similar types) | | | | | | |
| | Tack Tractor | | | | | | |
| | Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter | | | | | | |
| | Wate Kote Machine | | | | | | |

| | | L&M | | | | | |
|--------------|--|----------------|-------|-------|------|------|-------|
| A1602 | Group IA, including: | 52.39 | 11.75 | 15.50 | 1.05 | 0.10 | 80.79 |
| | Camera/Tool/Video Operator (Slipline) | | | | | | |
| | Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours) | | | | | | |
| | Cranes (over 45 tons or 150 feet including jib & attachments) | | | | | | |
| | (a) Clamshells & Draglines (over 3 yards) | | | | | | |
| | (b) Tower Cranes | | | | | | |
| | Licensed Water/Waste Water Treatment Operator | | | | | | |
| | Loaders (over 5 yards) | | | | | | |
| | Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt) | | | | | | |
| | Power Plants (1000 k.w. & over) | | | | | | |
| | Profiler, Reclaimer, and Roto-Mill | | | | | | |
| | Quad | | | | | | |
| | Scrapers (over 40 yards) | | | | | | |
| | Screed | | | | | | |
| | Shovels, Backhoes, Excavators with all attachments (over 3 yards) | | | | | | |
| | Sidebooms (over 45 tons) | | | | | | |
| | Slip Form Paver, C.M.I. & similar types | | | | | | |
| | Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types) | | | | | | |

| | | L&M | | | | | |
|--------------|--|----------------|-------|-------|------|------|-------|
| A1603 | Group II, including: | 49.52 | 11.75 | 15.50 | 1.05 | 0.10 | 77.92 |
| | 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

Power Equipment Operators
 *See per diem note on last page

| | | | | | | | | |
|--------------|--|-------|-------|-------|------|--|------------------------|-------|
| A1603 | Group II, including: | 49.52 | 11.75 | 15.50 | 1.05 | | L&M 0.10 | 77.92 |
| | Sideboom (cradling rock drill, regardless of size) | | | | | | | |
| | Skidder | | | | | | | |
| | Trenching Machines (under 16 inches) | | | | | | | |
| | Water/Waste Water Treatment Operator | | | | | | | |

| | | | | | | | | |
|--------------|--|-------|-------|-------|------|--|------------------------|-------|
| A1604 | Group III, including: | 48.70 | 11.75 | 15.50 | 1.05 | | L&M 0.10 | 77.10 |
| | "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 | | | | | | | |

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|--------------|------------------------------------|-------|-------|-------|------|--|------------------------|-------|
| A1605 | Group IV, including: | 41.66 | 11.75 | 15.50 | 1.05 | | L&M 0.10 | 70.06 |
| | 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

| | | | | | | | | |
|--------------|--|-------|-------|-------|------|--|------------------------|-------|
| A1605 | Group IV, including: | 41.66 | 11.75 | 15.50 | 1.05 | | L&M 0.10 | 70.06 |
| | Spotter | | | | | | | |
| | Steam Cleaner | | | | | | | |
| | Swamper (on trenching machines or shovel type equipment) | | | | | | | |

Roofers
 *See per diem note on last page

| | | | | | | | | |
|--------------|-----------------------|-------|-------|------|------|--|------------------------|-------|
| A1701 | Roofer & Waterproofer | 49.62 | 13.75 | 3.91 | 0.81 | | L&M 0.10 | 68.25 |
|--------------|-----------------------|-------|-------|------|------|--|------------------------|-------|

| | | | | | | | | |
|--------------|-------------------------|-------|-------|------|------|--|------------------------|-------|
| A1702 | Roofer Material Handler | 36.23 | 13.75 | 3.91 | 0.81 | | L&M 0.10 | 54.86 |
|--------------|-------------------------|-------|-------|------|------|--|------------------------|-------|

Sheet Metal Workers, Region I (North of N63 latitude)
 *See per diem note on last page

| | | | | | | | | |
|--------------|------------------------|-------|-------|-------|------|--|------------------------|-------|
| N1801 | Sheet Metal Journeyman | 51.93 | 12.55 | 15.86 | 1.80 | | L&M 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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Sheet Metal Workers, Region II (South of N63 latitude)
 *See per diem note on last page

| | | | | | | | L&M | |
|--------------|--|-------|-------|-------|------|------|-----|-------|
| S1801 | 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 | |
|--------------|------------------|-------|-------|-------|------|------|-----|-------|
| A1901 | Sprinkler Fitter | 54.01 | 11.45 | 18.25 | 0.52 | 0.25 | | 84.48 |

Surveyors
 *See per diem note on last page

| | | | | | | | L&M | |
|--------------|--|-------|-------|-------|------|------|-----|-------|
| A2001 | Chief of Parties | 57.54 | 12.98 | 14.14 | 1.25 | 0.10 | | 86.01 |
| A2002 | Party Chief | 53.55 | 12.98 | 14.14 | 1.25 | 0.10 | | 82.02 |
| A2003 | Line & Grade Technician/Office Technician/GPS, Drones | 50.65 | 12.98 | 14.14 | 1.25 | 0.10 | | 79.12 |
| A2004 | Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan | 48.29 | 12.98 | 14.14 | 1.25 | 0.10 | | 76.76 |

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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Surveyors
*See per diem note on last page

| | | | | | | | | |
|--------------|--|-------|-------|-------|------|--|------------------------|-------|
| A2006 | Chain Person (for crews with more than 2 people) | 43.46 | 12.98 | 14.14 | 1.25 | | L&M 0.10 | 71.93 |
|--------------|--|-------|-------|-------|------|--|------------------------|-------|

Truck Drivers
*See per diem note on last page

| | | | | | | | | |
|--------------|---------------------|-------|-------|-------|------|--|------------------------|-------|
| A2101 | Group I, including: | 49.51 | 12.98 | 14.14 | 1.25 | | L&M 0.10 | 77.98 |
|--------------|---------------------|-------|-------|-------|------|--|------------------------|-------|

- 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 Bbls and above)

| | | | | | | | | |
|--------------|---------------------|-------|-------|-------|------|--|------------------------|-------|
| A2102 | Group 1A including: | 50.92 | 12.98 | 14.14 | 1.25 | | L&M 0.10 | 79.39 |
|--------------|---------------------|-------|-------|-------|------|--|------------------------|-------|

- 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)

| | | | | | | | | |
|--------------|----------------------|-------|-------|-------|------|--|------------------------|-------|
| A2103 | Group II, including: | 48.10 | 12.98 | 14.14 | 1.25 | | L&M 0.10 | 76.57 |
|--------------|----------------------|-------|-------|-------|------|--|------------------------|-------|

- 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

Truck Drivers
 *See per diem note on last page

| | | | | | | | |
|-----------------------------------|-------|-------|-------|------|------|----------------|-------|
| A2103 Group II, including: | 48.10 | 12.98 | 14.14 | 1.25 | 0.10 | L&M | 76.57 |
|-----------------------------------|-------|-------|-------|------|------|----------------|-------|

- 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)

| | | | | | | | |
|------------------------------------|-------|-------|-------|------|------|----------------|-------|
| A2104 Group III, including: | 47.19 | 12.98 | 14.14 | 1.25 | 0.10 | L&M | 75.66 |
|------------------------------------|-------|-------|-------|------|------|----------------|-------|

- 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)

| | | | | | | | |
|-----------------------------------|-------|-------|-------|------|------|----------------|-------|
| A2105 Group IV, including: | 46.55 | 12.98 | 14.14 | 1.25 | 0.10 | L&M | 75.02 |
|-----------------------------------|-------|-------|-------|------|------|----------------|-------|

- 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

Truck Drivers
 *See per diem note on last page

| | | | | | | L&M | |
|--------------|--|-------|-------|-------|------|----------------|-------|
| A2105 | Group IV, including: | 46.55 | 12.98 | 14.14 | 1.25 | 0.10 | 75.02 |
| | Grease Truck | | | | | | |
| | Hydro Seeder, Dual Axle | | | | | | |
| | Hyster Operators (handling bulk aggregate) | | | | | | |
| | Loadmaster (air & water operations) | | | | | | |
| | Lumber Carrier | | | | | | |
| | Ready-mix, (up to & including 7 yards) | | | | | | |
| | Rigger (air/water/oilfield) | | | | | | |
| | Tireman, Light Duty | | | | | | |
| | Track Truck Equipment | | | | | | |
| | Truck Vacuum Sweeper | | | | | | |
| | Warehouseperson | | | | | | |
| | Water Truck (Below 250 Bbls) | | | | | | |
| | Water Truck (straight) | | | | | | |
| | Water Wagon, Semi | | | | | | |

| | | | | | | L&M | |
|--------------|---|-------|-------|-------|------|----------------|-------|
| A2106 | Group V, including: | 45.70 | 12.98 | 14.14 | 1.25 | 0.10 | 74.17 |
| | 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 | |
|--------------|---------------------|-------|------|-------|------|----------------|------------|-------|
| N2201 | Group I, including: | 42.08 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 75.69 |
| | 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

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

| | | | | | | L&M | LEG | |
|--------------|--|-------|------|-------|------|------|------|-------|
| N2201 | Group I, including: | 42.08 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 75.69 |
| | Nipper | | | | | | | |
| | Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer) | | | | | | | |
| | Topman & Bull Gang | | | | | | | |
| | Tunnel Track Laborer | | | | | | | |

| | | | | | | L&M | LEG | |
|--------------|---|-------|------|-------|------|------|------|-------|
| N2202 | Group II, including: | 43.18 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 76.79 |
| | 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 | |
|--------------|-----------------------|-------|------|-------|------|------|------|-------|
| N2203 | Group III, including: | 44.17 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 77.78 |
| | Miner | | | | | | | |
| | Retimberman | | | | | | | |

| | | | | | | L&M | LEG | |
|--------------|--|-------|------|-------|------|------|------|-------|
| N2204 | Group IIIA, including: | 48.71 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 82.32 |
| | Asphalt Raker, Asphalt Belly Dump Lay Down | | | | | | | |
| | Drill Doctor (in the field) | | | | | | | |
| | Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) | | | | | | | |
| | Pioneer Drilling & Drilling Off Tugger (all type drills) | | | | | | | |
| | Pipelayer | | | | | | | |
| | Powderman (Employee Possessor) | | | | | | | |
| | Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) | | | | | | | |
| | Traffic Control Supervisor, DOT Qualified | | | | | | | |

| | | | | | | L&M | LEG | |
|--------------|--|-------|------|-------|------|------|------|-------|
| N2206 | Group IIIB, including: | 55.12 | 5.90 | 21.51 | 1.65 | 0.30 | 0.20 | 84.68 |
| | 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

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

| | | | | | | L&M | LEG | |
|--------------|--|-------|------|-------|------|------|------|-------|
| S2201 | Group I, including: | 42.08 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 75.69 |
| | Brakeman | | | | | | | |
| | Mucker | | | | | | | |
| | Nipper | | | | | | | |
| | Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer) | | | | | | | |
| | Topman & Bull Gang | | | | | | | |
| | Tunnel Track Laborer | | | | | | | |

| | | | | | | L&M | LEG | |
|--------------|---|-------|------|-------|------|------|------|-------|
| S2202 | Group II, including: | 43.18 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 76.79 |
| | 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 | |
|--------------|-----------------------|-------|------|-------|------|------|------|-------|
| S2203 | Group III, including: | 44.17 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 77.78 |
| | Miner | | | | | | | |
| | Retimberman | | | | | | | |

| | | | | | | L&M | LEG | |
|--------------|--|-------|------|-------|------|------|------|-------|
| S2204 | Group IIIA, including: | 48.71 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 82.32 |
| | 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 | |
|--------------|--|-------|------|-------|------|------|------|-------|
| S2206 | Group IIIB, including: | 55.12 | 5.90 | 21.51 | 1.65 | 0.30 | 0.20 | 84.68 |
| | 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 |
|------------|--|-----|-----|-----|-----|-------|----------|-----|
|------------|--|-----|-----|-----|-----|-------|----------|-----|

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

| | | | | | | | | | |
|--------------|------------------------|-------|------|-------|------|--|----------------|------------|-------|
| S2206 | Group IIIB, including: | 55.12 | 5.90 | 21.51 | 1.65 | | L&M | LEG | |
| | Stake Hopper | | | | | | 0.30 | 0.20 | 84.68 |

Tunnel Workers, Power Equipment Operators
 *See per diem note on last page

| | | | | | | | | | |
|--------------|-----------|-------|-------|-------|------|--|----------------|--|-------|
| A2207 | Group I | 55.43 | 11.75 | 15.50 | 1.05 | | L&M | | 83.83 |
| A2208 | Group IA | 57.63 | 11.75 | 15.50 | 1.05 | | L&M | | 86.03 |
| A2209 | Group II | 54.47 | 11.75 | 15.50 | 1.05 | | L&M | | 82.87 |
| A2210 | Group III | 53.57 | 11.75 | 15.50 | 1.05 | | L&M | | 81.97 |
| A2211 | Group IV | 45.83 | 11.75 | 15.50 | 1.05 | | L&M | | 74.23 |

* 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

Shipyards 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 Shipyards 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 |
|---|--------------------------------|-------|
| Shipyards Workers *See total hourly(THR) note below | | |
| A2300 | Ship Boilermaker | 51.85 |
| A2305 | Ship Carpenter | 51.85 |
| A2310 | Ship Crane Operator | 45.06 |
| A2315 | Ship Electrician | 51.85 |
| A2320 | Ship Heat & Frost Insulator | 87.15 |
| A2325 | Ship Laborer | 51.85 |
| A2330 | Ship Mechanist | 51.85 |
| A2335 | Ship Operating Engineer | 45.06 |
| A2340 | Ship Painter | 51.95 |
| A2345 | Ship Pipefitter | 51.85 |
| A2350 | Ship Rigger | 51.85 |
| A2355 | Ship Sheet Metal | 51.85 |
| A2360 | Ship Shipwright | 51.85 |
| A2365 | Ship 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



MUNICIPALITY OF SKAGWAY
GATEWAY TO THE KLONDIKE
P.O. BOX 415, SKAGWAY, ALASKA 99840
(PHONE) (907) 983-2297
(FAX) (907) 983-2151
www.skagway.org

/ATTACHMENT A

AN AGREEMENT BETWEEN AND THE MUNICIPALITY OF SKAGWAY

This agreement is made and entered into this DATE between (CONTRACTOR name) (hereinafter referred to as CONTRACTOR) and the MUNICIPALITY of Skagway (hereinafter referred to as MUNICIPALITY) for the purpose of (named project). By signature on this agreement the parties agree to the following terms and conditions:

I. SCOPE OF WORK:

- A. CONTRACTOR shall perform services as directed by the MUNICIPALITY of Skagway for (project), per the request for bids (Attachment A) and CONTRACTORS bid submitted on (date) (Attachment B). CONTRACTOR shall follow the Bid Documents and Plans that were part of the advertised RFB and all general conditions, special conditions, and addendum, including all questions by bidders and responses.
- B. The CONTRACTOR, for and in consideration of the payment or payments herein specified and agreed to by MOS, hereby covenants and agrees to furnish all labor, equipment, transportation, mobilization and demobilization, and materials required to complete the project at Skagway, Alaska in accordance with the terms and conditions of the RFB Titled "AB Mountain Communication Facility Site Improvements".

II. COMPENSATION AND DURATION

- A. CONTRACTOR has submitted a bid in the amount of \$(0.00) (Dollar amount written out) to perform the work as outlined and described in the, RFB, CONTRACTORS submitted bid, and the scope of work described above. The MUNICIPALITY agrees to pay CONTRACTOR an amount not to exceed that as specified and accepted in the bid proposal upon completion of the project. The MUNICIPALITY must receive payment requests no later than 4-business days prior to scheduled finance meetings of the Assembly finance committee. CONTRACTOR shall submit an invoice on the 1st of each month. The payments will not necessarily fall on the 1st of each month, but will follow the Assembly check run approval process (on the 1st and 3rd Thursday of each month).
- B. The parties expressly agree that CONTRACTOR shall be and is an independent CONTRACTOR and is not an employee or agent of MUNICIPALITY, and is, therefore, entitled to no insurance coverage, whether workers' compensation or otherwise and no other benefits accorded to MUNICIPALITY. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible therefore, provided MUNICIPALITY shall be entitled to withhold certain amounts from any

- payments as have been provided for elsewhere in this Agreement.
- C. The CONTRACTOR agrees to receive the total amount as set forth in the RFB and the Schedule of Values as full compensation for furnishing all the equipment, materials, transportation, mobilization and demobilization and labor which may be required in the performance and completion of the whole work to be done under this Contract, and in all respects to complete the Contract to the satisfaction of MUNICIPALITY.
 - D. CONTRACTOR shall have all work completed no later than October 15, 2024.
 - E. The parties acknowledge the time period for this performance may be impacted by the various emergency measures related to COVID-19 and the parties agree to mutually cooperate to make the necessary adjustments for the time of performance to comply with the state and local health and safety measures.

III. MUNICIPALITY'S RESPONSIBILITY

- A. MUNICIPALITY shall designate a person to act as the MUNICIPALITY'S representative with respect to the services to be rendered under this agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define the MUNICIPALITY'S policies and decisions with respect to the CONTRACTOR'S services. Designation of a Municipal representative shall not change any of the CONTRACTOR'S obligations and responsibilities under this Contract. CONTRACTOR shall remain responsible and liable for all acts and omissions related to the CONTRACTOR's means and methods of performing the work.

IV. CONTRACTOR'S RESPONSIBILITIES

- A. CONTRACTOR shall provide a representative for the project who shall have complete authority to transmit instructions, receive information, interpret and define the CONTRACTOR'S policies and decisions with respect to the project. This provision is a material provision of the contract and the failure of the CONTRACTOR to have an available representative may result in the Municipality terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the Municipality determines to be in the best interests of the project and Municipality.
- B. CONTRACTOR agrees that all work will meet all federal, state and local laws, and will be of the highest quality workmanship. CONTRACTOR agrees that all material and labor shall be in strict and entire conformity with the terms, specifications and conditions of the RFB, and will abide by and perform all stipulations, covenants and agreements specified in the RFB. The CONTRACTOR shall comply with the Migratory Bird Treaty Act and shall comply with the provisions of those federal laws as applicable to migratory birds, eggs, and nests in Skagway Borough
- C. If any equipment, material or labor shall be rejected by MUNICIPALITY as defective or unsuitable, the equipment, labor or materials shall be removed or replaced with other equipment, labor or materials specified by MUNICIPALITY, at the sole cost and expense of the CONTRACTOR.
- D. CONTRACTOR shall not begin work on any additional services, which are not included in the Agreement as provided for the RFB until the MUNICIPALITY has authorized performance of such services in writing specifying the work to be performed and the time for performance. CONTRACTOR shall provide the MUNICIPALITY with a bid estimate of the costs of the additional work and it is agreed both the CONTRACTOR and the MUNICIPALITY shall sign an addendum to this Agreement prior to any additional work for the amount to be paid to the

- CONTRACTOR for the additional work. CONTRACTOR agrees and acknowledges that no oral authorization for additional work will be honored or paid.
- E. CONTRACTOR covenants, warrants and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. CONTRACTOR further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.
 - F. CONTRACTOR shall comply with all federal, state and local mandates and protocols related to COVID-19 and CONTRACTOR shall insure that all employees, subcontractors, consultants, and invitees of CONTRACTOR shall similarly comply with all such mandates and protocols. CONTRACTOR shall have in place such procedures and protocols requiring employees, subcontractors and employees of subcontractors to immediately report any COVID-19 symptoms and take immediate steps for testing and the protection of other employees and the public.

V: INSURANCE AND INDEMNIFICATION

- A. CONTRACTOR shall present to the MUNICIPALITY a certificate of insurance showing that the CONTRACTOR has obtained at least two million dollars (\$2,000,000.00) general liability insurance, which certificate of insurance shall name the MUNICIPALITY of Skagway as an additional insured. Proof of such insurance shall be provided to the MUNICIPALITY as a condition of entering the contract. Failure to provide the certificate of insurance as required by this provision at the time of signing the contract shall constitute a material breach by the CONTRACTOR and the MUNICIPALITY may choose not to proceed with the CONTRACTOR in its sole discretion. Failure to maintain such insurance shall constitute a material breach of contract and entitle the MUNICIPALITY to terminate the CONTRACTOR and this Agreement in its sole discretion. The certificate of insurance must establish that the MUNICIPALITY is named as an additional insured on such policy, and that the insurer thereof shall notify the MUNICIPALITY twenty (20) days before the policy is canceled or terminated. The CONTRACTOR shall indemnify, defend and hold harmless the MUNICIPALITY of Skagway from any and all claims for injury or damage to persons or property, including death, arising out of or relating to the CONTRACTOR'S acts or omissions. CONTRACTOR'S insurance coverage shall apply to any coverage carried by the MUNICIPALITY which may cover the work specified in this Agreement. CONTRACTOR'S insurance carrier must be an admitted carrier in the State of Alaska or must be Best Rated or better. "CONTRACTOR" shall be defined to include CONTRACTOR'S employees, subcontractors, consultants, representatives, and invitees for purposes of the defend and indemnification provisions of this Paragraph. CONTRACTOR shall provide the Municipality with a certificate of insurance showing the Municipality as an additional insured in an amount not less than \$2,000,000, from each subcontractor on the Project. The failure to provide this Certificate of Insurance from each subcontractor before beginning the WORK shall constitute a material breach of this Contract.
- B. Worker's Compensation Insurance is required in compliance with the laws of the State of Alaska, AS 23.30 et seq., and federal jurisdiction where the work is being performed.
- C. Contractors' Pollution Liability – \$2,000,000 each claim and in the aggregate.

VI: TERMINATION AND SUSPENSION

- A. TERMINATION FOR CONVENIENCE: The Municipality reserves the right to terminate the services of the CONTRACTOR at any time when the Municipality determines that termination

is in the best interests of the Municipality. If the Municipality terminates the contract pursuant to this section, the Municipality shall notify the CONTRACTOR in writing as of the effective date to stop work and the CONTRACTOR shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section, CONTRACTOR shall have sixty (60) days to submit any and all claims to the Municipality for any unpaid work actually performed by the CONTRACTOR before the date of termination and for which the CONTRACTOR has not been paid, together with all back-up documentation in support of the claim. "Unpaid work" is defined as actual work performed in accordance with the specifications and project schedule and "unpaid work" is specifically not to include the costs of the work to the CONTRACTOR. The failure of the CONTRACTOR to submit a claim within 60 days forever waives any claim by the CONTRACTOR based upon the Municipality's termination for any payment for work claimed by the CONTRACTOR to have not been paid as of the date of termination. CONTRACTOR and the Municipality agree to make a good faith effort to resolve any claim submitted by the CONTRACTOR pursuant to this section within thirty days (30) of receipt by the Municipality, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the CONTRACTOR within the 30 days, the Municipality shall pay the amount determined by the Municipality to be fair and reasonable, based on the back-up documents provided by the CONTRACTOR and the Municipality's records. In the event the parties do not reach agreement, the CONTRACTOR may pursue its remedies pursuant to Section IX (k) below unless the CONTRACTOR failed to submit the claim within 60 days of termination.

- B. SUSPENSION OF WORK:** Suspension of work caused by Acts of God, which are beyond the control of the CONTRACTOR, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the MUNICIPALITY and the CONTRACTOR, outlining the time schedule and costs associated with any delay in substantially completing the project. Emergency measures mandated by the Federal government, Governor of Alaska, or the Municipality of Skagway related to COVID-19 shall not be considered Acts of God under this provision.

VII: LIQUIDATED DAMAGE

- A.** The CONTRACTOR agrees that if the project is not completed in accordance with the Proposal specification and this Agreement, the CONTRACTOR shall be liable to the MUNICIPALITY for the following:
- 1)** The CONTRACTOR will forfeit all payments outstanding under the Bid Proposal.
 - 2)** The CONTRACTOR will pay the MUNICIPALITY up to \$1,500 per day as liquidated damages if the project is not completed in accordance with the Proposal specifications. If the MUNICIPALITY determines that the project is defective and that repairs must be made to meet the Proposal specifications, the CONTRACTOR will pay the MUNICIPALITY up to \$1,500 per day for each day that the project fails to meet the approval of the MUNICIPALITY, up to the time that the MUNICIPALITY agrees that the project has been completed in accordance with the Proposal specifications. If there are any certifications or permits necessary for acceptance of the project, the project shall not be determined complete until the CONTRACTOR has secured all such

Facility Site Improvements certifications or permits and liquidated damages shall continue to accrue.

VIII: EQUAL EMPLOYMENT OPPORTUNITY.

A. The CONTRACTOR will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, or status as a disable veteran. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sect, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places in his/her places of work available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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, national origin, physical handicap, age, status as a disabled veteran. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

IX: MISCELLANEOUS

A. Written notice shall be provided to the parties, by certified mail, return receipt requested, at the following addresses:

| | |
|--------------|--|
| Municipality | Municipality of Skagway PO Box 415 Skagway, AK 99840 Attn: Brad Ryan, Borough Manager |
|--------------|--|

| | |
|------------|--------------------------|
| Contractor | (Contractor Information) |
|------------|--------------------------|

- B. CONTRACTOR agrees that the MUNICIPALITY shall have the right to inspect any or all of the project and any books, papers, records, and/or accounts of records of the CONTRACTOR at any reasonable time. All original books, papers, records and accounts related to this project shall be maintained for a minimum of three years after the completion of the project.
- C. This Agreement is binding upon the heirs, successors and assign of the parties.
- D. This Agreement cannot be assigned without prior written consent of the other party. This provision is a material provision of the contract and the assignment by the CONTRACTOR without prior written approval of the Municipality may result in the Municipality terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the Municipality determines to be in the best interests of the project and Municipality, all in the sole discretion of the Municipality. The Municipality will not consent to any assignment to a LLC without a personal guarantee by the CONTRACTOR or a guarantee by at all of the members of the LLC.
- E. This Agreement represents the entire Agreement of the parties and no other Agreement whether oral or written which is not specifically set forth in this Agreement or an addendum to this Agreement will have any force or effect upon the other party.
- F. This Agreement can be modified if agreed to by both parties in writing. Any modification will

- address any changes in cost and will be agreed to in writing prior by both parties. Any modification to the bid proposal or price done without the written consent of the MUNICIPALITY by the CONTRACTOR shall be void for which the Municipality shall have no liability or obligation to pay. CONTRACTOR agrees and acknowledges that no employee nor the borough manager, nor the mayor, nor any assembly member nor any representative of the Municipality has any actual or apparent authority to orally modify or change any of the terms of this contract.
- G.** CONTRACTOR's or the MUNICIPALITY'S waiver of any term or condition in this Agreement shall not constitute a waiver of any other term or condition in this Agreement.
 - H.** If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the parties.
 - I.** The CONTRACTOR agrees to abide by all federal, state and local laws, ordinances and regulations in the performance of the project.
 - J.** Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
 - K.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement or arising out of or relating to the performance of this Agreement. CONTRACTOR agrees that venue for trial in any action shall be in Skagway, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

The CONTRACTOR acknowledges that the CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any representations by any Municipal employee, the Mayor, an assembly member, the borough attorney, the borough manager or any consultant of the MUNICIPALITY in deciding to enter this Agreement and perform this project.

The term of the agreement is the period of time from the date this Agreement is made and entered into, to the time at which CONTRACTOR fulfills its obligations under this Agreement. CONTRACTOR warrants and represents that the person who executes and signs this Agreement on behalf of the CONTRACTOR is lawfully authorized to execute and sign the Agreement, and to bind CONTRACTOR to the terms and conditions of the Agreement and the RFB.

Sam Bass, Mayor
For the Municipality of Skagway

Contractor
For (Company)

Date _____

Date _____

ATTEST:

Steve Burnham, Jr. Borough Clerk

(SEAL)

END OF SECTION 000500

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

a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the MUNICIPALITY OF SKAGWAY, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

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 Principal has, or is about to,
enter into a certain Contract with the OWNER, a copy of which is hereto attached and made a part hereof for
the construction of:

**MUNICIPALITY OF SKAGWAY AB
MOUNTAIN COMMUNICATION FACILITY
SITE IMPROVEMENTS**

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.

**MUNICIPALITY OF SKAGWAY AB
MOUNTAIN COMMUNICATION FACILITY
SITE IMPROVEMENTS**

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original. The executed date of this Performance Bond is the date of the last signature below.

CONTRACTOR:

By: _____
(Signature)

Date: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

END OF SECTION 000610

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and

firmly bound to the MUNICIPALITY OF SKAGWAY, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

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 Principal has, or is about to,
enter into a certain Contract with the OWNER, a copy of which is hereto attached and made a part hereof for
the construction of:

**MUNICIPALITY OF SKAGWAY AB
MOUNTAIN COMMUNICATION FACILITY
SITE IMPROVEMENTS**

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.

**MUNICIPALITY OF SKAGWAY AB
MOUNTAIN COMMUNICATION FACILITY
SITE IMPROVEMENTS**

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original. The executed date of this Payment Bond is the date of the last signature below.

CONTRACTOR:

By: _____
(Signature)

Date: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

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ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other 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.

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

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

Application for Payment - The form furnished by the OWNER'S REPRESENTATIVE 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.

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

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

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

Contract Documents - The 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, and change orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR, as specified in the Agreement as a not to exceed amount, under the terms and conditions of the Contract Documents

Contract Time - The number of successive calendar days stated in the Contract Documents for the completion of the WORK.

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

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

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

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

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

Engineer of Record - The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

OWNER'S REPRESENTATIVE - The OWNER'S REPRESENTATIVE is the firm or person(s) selected by the Municipality of Skagway to perform the duties of project inspection and management.

Field Order - A written order issued by the OWNER'S REPRESENTATIVE which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The Municipality of Skagway legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Juneteenth – June 19
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Alaska Day - October 18
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday and the following Friday in November
12. 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 OWNER assigned to make detailed inspections for conformance to the Contract Documents. Any reference to the Resident Project Representative in

this document shall mean the Inspector.

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

Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, "Mechanic's Lien" or "lien" means "Stop Notice".

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the work, or a period of time within which the portion of the work should be performed prior to Substantial Completion of all the WORK.

Notice of Intent to Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the requirements listed therein, within the time specified, the OWNER will enter into an Agreement.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that the apparent successful bidder has complied with all conditions for award of the Contract.

Notice of Completion - A form signed by the OWNER'S REPRESENTATIVE and the CONTRACTOR recommending to the OWNER that the Work is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the Work by the OWNER's governing body, the form is signed by the OWNER. This filing starts the 30 day lien filing period on the Work.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

OWNER - The Municipality of Skagway acting through its legally designated officials, officers, or employees.

Partial Utilization - Use by the OWNER or a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCB's - Polychlorinated biphenyls.

PERMITTEE – CONTRACTOR.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic

Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR, to the OWNER'S REPRESENTATIVE, to illustrate some portion of WORK.

Specifications - (Same definition as for Technical Specifications hereinafter).

Stop Notice - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the OWNER. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Sub-Consultant - The individual, partnership, corporation, joint-venture or other legal entity having a direct contract with OWNER, 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, including any person or entity that invoices the CONTRACTOR for work on the PROJECT regardless of whether the CONTRACTOR entered a formal subcontract.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the OWNER'S REPRESENTATIVE as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.

Supplementary General Conditions (SGC) - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Specifications - Divisions 1 through 16 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing, or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 PRELIMINARY MATTERS

- 2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.
- 2.4 STARTING THE WORK
- A. The CONTRACTOR shall begin to perform the WORK within 7 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 OWNER'S REPRESENTATIVE any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any work affected thereby.
 - C. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review those documents called for under Section 001300 - Contractor Submittals in the General Requirements.
- 2.5 PRE-CONSTRUCTION CONFERENCE. The Contractor is required to attend a Pre-Construction Conference. This conference will be attended by the OWNER'S REPRESENTATIVE and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 001010 - Summary of Work in the General Requirements.
- 2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE 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 the 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 OWNER, the CONTRACTOR, or the OWNER'S REPRESENTATIVE or any of their consultants, agents, or employees from those set forth in the Contract Documents.

- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the OWNER'S REPRESENTATIVE in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the OWNER'S REPRESENTATIVE) 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 "PERMITEE" in these permits.
 - 2. Field Orders
 - 3. Change Orders

4. Agreement with Contractor.
5. OWNER'S REPRESENTATIVE's written interpretations and clarifications if authorized by the OWNER.
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

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 CONTRACTOR and the property owner, and a copy of said agreement furnished to the OWNER'S REPRESENTATIVE prior to said use; and, neither the OWNER nor the OWNER'S REPRESENTATIVE 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. No subsurface investigation was performed for this project.
- 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 OWNER'S REPRESENTATIVE 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 shall be 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 7 days thereafter) and before the following conditions are disturbed, notify the OWNER'S REPRESENTATIVE, 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 determined to exist by the CONTRACTOR in CONTRACTOR'S pre-bid site inspection and investigation.
 - 3. Unknown physical conditions, which were not reasonably discoverable during the CONTRACTOR'S pre-bid site inspection, and which are of unusual nature, different materially from those ordinarily encountered and generally recognized as existing in Skagway, Alaska and as inherent in WORK of the character provided for in the Contract in Skagway, Alaska.
 - 4. The failure of the CONTRACTOR to conduct a pre-bid site inspection constitutes a waiver of the CONTRACTOR'S opportunity for additional cost related to a differing site condition, other than as to hazardous materials in paragraph 1 above.
- B. The OWNER 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 may issue a Change Order under the procedures described in the Contract if the OWNER wants that WORK to proceed.
- C. In the event that a dispute arises between the OWNER 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 and OWNER shall retain those rights provided by the Agreement.

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 OWNER'S REPRESENTATIVE by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will provide one bench mark, 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 bench marks 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 Architects, OWNER'S REPRESENTATIVES, and Land Surveyors.

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the Municipality of Skagway for the penal sums of 100% of the amount of the bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. 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. The Municipality OWNER's REPRESENTATIVE may, on behalf of the OWNER, notify the surety of any potential default or liability.

5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement and through 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 defense and indemnification obligations and 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 and shall be in an amount not less than \$2,000,000. 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 Agreement.
 4. Subcontractor's Commercial General Liability Insurance and Commercial

Automobile Liability Insurance. The CONTRACTOR shall require each of its subcontractors to procure and to maintain Subcontractor's Public 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. CONTRACTOR shall require each Subcontractor to have general liability insurance in an amount not less than \$2,000,000 and with the Municipality of Skagway named as an additional insured. The failure of the CONTRACTOR to require this certificate of insurance with the Municipality as an additional insured from each subcontractor shall be a material breach of this Agreement.

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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE. 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 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 OWNER'S REPRESENTATIVE.
 1. Superintendent shall have minimum of three similar project

references in the past three years demonstrating their experience including supervisions of sub-contractors. Contractor shall submit resume

- and similar project references of the Superintendent for review.
2. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR.
 3. 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 OWNER'S REPRESENTATIVE and the OWNER'S REPRESENTATIVE only.
 4. Contractor's Superintendent is intended to be the same person from the start of the project contract to final completion. Changes of Superintendent can only be done on an emergency basis and in writing with same submittal requirements of resume and project experience.
- 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.
- D. General Coordination Procedures:
1. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, that depend on each other for proper installation, connection, and operation.
 - a. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
 - b. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - c. Make adequate provisions to accommodate items scheduled for later installation.
 2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - a. Preparation of the Contractor's construction schedule.
 - b. Preparation of the schedule of values.
 - c. Installation and removal of the temporary facilities and controls.
 - d. Delivery and processing of submittals.
 - e. Progress Meetings.
 - f. Preinstallation conferences.
 - g. Project Closeout activities.
 - h. Startup and adjustment of systems.

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 OWNER'S REPRESENTATIVE.

1. Provide each temporary facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
 2. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering the site except by entrance gates.
 - a. Extent of Fence: As required to enclose entire project site or portion determined sufficient to accommodate construction operations.
 3. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building enclosure.
- B. 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 OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- C. 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.
 1. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- D. 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 OWNER'S REPRESENTATIVE, 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 Municipality Engineer, or any of the Municipality Engineering 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.

- E. 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 perform properly and in compliance with the Contract documents 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.
- F. Any person employed by the CONTRACTOR or by any SUBCONTRACTOR who, in the opinion of the OWNER'S REPRESENTATIVE, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the OWNER'S REPRESENTATIVE, be removed immediately by the CONTRACTOR or SUBCONTRACTOR employing that person, and shall not be employed again in any portion of the WORK without the written approval of the OWNER'S REPRESENTATIVE. Should the CONTRACTOR fail to remove that person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the OWNER'S REPRESENTATIVE may suspend the WORK by written notice until such orders are complied with by the Contractor.
- G. Moisture And Mold Control
 - 1. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
 - 2. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - a. Protect porous materials from water damage.
 - b. Protect stored and installed material from flowing or standing water.
 - c. Keep porous and organic materials from coming into prolonged contact with concrete.
 - d. Remove standing water from decks.
 - e. Keep deck openings covered or dammed.
 - 3. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - a. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - b. Keep interior spaces reasonably clean and protected from water damage.
 - c. Periodically collect and remove waste containing cellulose or other

- organic matter.
 - d. Discard or replace water-damaged material.
 - e. Do not install material that is wet.
 - f. Discard, replace, or clean stored or installed material that begins to grow mold.
 - g. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
4. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
- a. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - b. Use permanent HVAC system to control humidity if able.
 - c. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - i. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - ii. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - iii. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the OWNER'S REPRESENTATIVE for acceptance in accordance with the provisions in Section 01300 - Contractor Submittals in the General Requirements.
- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 001300 - Contractor Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. The CONTRACTOR shall be responsible to the OWNER and the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE nor relieve the CONTRACTOR of any liability or obligation under the prime Contract.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses

from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.

- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the "permittee" in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.

6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the OWNER'S REPRESENTATIVE, and their officers, agents, and employees against all claims or liability arising from violation of any federal, state, or local 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. The OWNER may, per AS 36.30, audit the CONTRACTOR's or subcontractor(s) records that are related to the cost or pricing data for this contract, all related change orders, and/or contract modifications.

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 OWNER'S REPRESENTATIVE 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, indemnify, defend, and hold the OWNER and the OWNER'S REPRESENTATIVE harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of OWNER's Representatives 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 OWNER'S REPRESENTATIVE, 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 federal, state and local laws and regulations whether referred to herein or not) of any public agency or governing 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 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 OWNER'S REPRESENTATIVE if it considers a specified product or its intended usage to be unsafe. This notification must be given to the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for review, all shop drawings in accordance with Section 01300 -Contractor Submittals in the General Requirements.
- B. The CONTRACTOR shall also submit to the OWNER'S REPRESENTATIVE for review all samples in accordance with Section 001300 - Contractor Submittals in the General Requirements.
- 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. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the OWNER'S REPRESENTATIVE, their Consultants, Sub-consultants and the officers, directors, employees, representatives and agents of each and any of them, against and from all claims and liability, including death, arising out of or related to this Agreement or by reason of or incidentally to the Contract or any performance of the WORK, The CONTRACTOR'S obligation to defend and indemnify the Municipality of Skagway shall include but not be limited to the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness or omissions of the CONTRACTOR, its employees, or agents or subcontractors 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, and the OWNER'S REPRESENTATIVE;
 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 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 or subcontractors; and,
 7. Liabilities or claims arising directly or indirectly from any breach of the obligations in this CONTRACT by the CONTRACTOR.
 8. Liability or claims, including by any federal or state agency, and including any administrative proceeding, involving, or related to the use or discharge of any hazardous material by CONTRACTOR, or list subcontractors, employees, consultants, representatives, agents, or invitees.
 9. Any other claim of any kind and any nature arising out of any performance of the WORK by the CONTRACTOR, its agents, or subcontractors.
- B. The CONTRACTOR shall reimburse the OWNER'S REPRESENTATIVE and the OWNER for all costs and expenses, (including but not limited to fees and charges of OWNER's Representatives, attorneys, and other professionals and court costs including all costs of appeals) incurred by the OWNER, and the OWNER'S

REPRESENTATIVE in enforcing the provisions of this Paragraph 6.14.

- C. The defense and indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the OWNER'S REPRESENTATIVE and shall be submitted to the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

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. CONTRACTOR acknowledges and understands that the Municipality may refuse to allow an assignment to an LLC without a guarantee from the members of the LLC, in the Municipality's sole discretion.

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 MUNICIPALITY OF SKAGWAY Utilities Divisions, 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 MUNICIPALITY OF SKAGWAY Utilities Divisions.

6.18 OPERATING WATER SYSTEM VALVES

- A. The CONTRACTOR shall submit a written request, to the OWNER'S REPRESENTATIVE, for approval to operate any valve on any in-service section of the Municipality of Skagway water system. The request must be submitted at least 24-hours prior to operating any valves. The Municipality of Skagway Public Works 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 OWNER'S REPRESENTATIVE for any scheduled operation before operating any valve.

- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, property and personal injury, including death, to the Municipality

or any other party, caused by unauthorized operation of any valve of the Municipality of Skagway water system.

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. It is unlawful 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 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the Municipality of Skagway Municipality Administrator. Such permit shall be issued by the Municipality Administrator only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

6.20 PROGRESS MEETINGS

- A. Weekly progress meetings will be held via teleconference, unless otherwise arranged.
- B. Attendees will include the Owner, Engineer, Contractor, subcontractors, and suppliers' representatives as may be needed, other Contractors working at the site, and other interested or affected parties.
- C. The specific purpose of the weekly meetings is to coordinate the efforts of all concerned so that the project progresses without delay to completion, with the least inconvenience.
- D. Bring a three week look ahead schedule to each weekly meeting, including the following items:
 - 1. Work completed last week.
 - 2. Work anticipated for the next two weeks ("Look Ahead").
 - 3. Subcontractors on site the prior week.
 - 4. Subcontractors scheduled on site for the next two weeks.
 - 5. Contract document deficiencies or questions noted during prior week.
 - 6. Anything that could impede the progress of the work or affect the critical path on the project schedule.
 - 7. Corrective measures and procedures planned to regain planned schedule, cost or quality assurance, if necessary.
 - 8. Report of any accidents, and any site safety issues that need to be addressed.
- E. Other Agenda items to be discussed:
 - 1. Review and revise as necessary and approve minutes of previous meetings.
 - 2. Status of submittals of equipment and shop drawings.
 - 3. Identify problems that impede planned progress.
 - 4. Other current business.
- F. Revision of Minutes:
 - 1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly

- stating the activities and decisions of the meeting.
2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 3. Challenge to minutes shall be settled as priority item of "old business" at the next regularly scheduled meeting.

G. Minutes of Meeting:

1. The Engineer or their Representative will compile minutes of each project meeting and will furnish electronic copies to the Contractor.

6.21 OTHER MEETINGS

A. Other meetings will be required to facilitate progress of the Work. These include, but are not limited to the following:

1. Pre-Installation Conferences:
 - a. Coordinate and schedule with Engineer for each material, product or system specified.
 - i. Conferences to be held prior to initiating installation, but not more than two (2) weeks before scheduled initiation of installation.
 - ii. Conferences may be combined if installation schedule of multiple components occurs within the same two (2) week interval.
 - iii. Review manufacturers recommendations and Contract Documents Specification Sections.
2. Facility Startup Planning and Coordination Meeting.

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 nonapparent 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 OWNER'S REPRESENTATIVE.
- B. The CONTRACTOR shall issue all its communications to the OWNER through the OWNER'S REPRESENTATIVE.

- 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 OWNER'S REPRESENTATIVE'S STATUS DURING CONSTRUCTION

- 9.1 OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will be the

OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the OWNER'S REPRESENTATIVE as the OWNER's representative during construction are set forth in the Contract Documents.

- 9.2 VISITS TO SITE. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will not, during such visits, or as a result of such observations of the CONTRACTOR's work in progress, supervise, direct, or have control over the CONTRACTOR's work and decisions related to the performance of the WORK.
- 9.3 PROJECT REPRESENTATION. The OWNER'S REPRESENTATIVE may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

A. Duties, Responsibilities and Limitations of Authority of Inspector

General. The Inspector, who is the OWNER'S REPRESENTATIVE's Agent, will act as directed by and under the supervision of the OWNER'S REPRESENTATIVE and will confer with the OWNER'S REPRESENTATIVE regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the OWNER'S REPRESENTATIVE and the CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the OWNER'S REPRESENTATIVE.

Duties and Responsibilities. The Inspector will:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the OWNER'S REPRESENTATIVE concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the OWNER'S REPRESENTATIVE and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the OWNER'S REPRESENTATIVE's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the OWNER'S REPRESENTATIVE in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the OWNER'S REPRESENTATIVE, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the OWNER'S REPRESENTATIVE of their availability for examination.
7. Conduct on-site observations of the WORK in progress to assist the

- OWNER'S REPRESENTATIVE in determining if the WORK is proceeding in accordance with the Contract Documents.
8. Report to the OWNER'S REPRESENTATIVE whenever the Inspector believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the OWNER'S REPRESENTATIVE when the Inspector believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 9. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the OWNER'S REPRESENTATIVE appropriate details relative to the test procedures and start-ups.
 10. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the OWNER'S REPRESENTATIVE.
 11. Transmit to the CONTRACTOR the OWNER'S REPRESENTATIVE's clarifications and interpretations of the Contract Documents.
 12. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the OWNER'S REPRESENTATIVE.
 13. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, the OWNER'S REPRESENTATIVE's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 14. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the OWNER'S REPRESENTATIVE.
 15. Record names, addresses, and telephone numbers of the CONTRACTOR, subcontractors, and major suppliers of materials and equipment.
 16. Furnish the OWNER'S REPRESENTATIVE with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
 17. Consult with the OWNER'S REPRESENTATIVE in advance of scheduled major tests, inspections, or start of important phases of the WORK.
 18. Report immediately to the OWNER'S REPRESENTATIVE upon the occurrence of any accident.
 19. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the OWNER'S REPRESENTATIVE,

- noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the WORK.
20. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the OWNER'S REPRESENTATIVE for its review and forwarding to the OWNER prior to final acceptance of the WORK.
 21. Before the OWNER'S REPRESENTATIVE prepares a Certificate of Substantial Completion/Notice of completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
 22. Conduct final inspection in the company of the OWNER'S REPRESENTATIVE, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
 23. Verify that all items on the punch list have been completed or corrected and make recommendations to the OWNER'S REPRESENTATIVE concerning acceptance.

Limitations of Authority. Except upon written instruction of the OWNER'S REPRESENTATIVE, the Inspector:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not exceed limitations on the OWNER'S REPRESENTATIVE's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.

9.4 CLARIFICATIONS AND INTERPRETATIONS. The OWNER'S REPRESENTATIVE will issue within 7 business days such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the OWNER'S REPRESENTATIVE may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK. The OWNER'S REPRESENTATIVE 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 DEFECTIVE WORK. The OWNER'S REPRESENTATIVE will have authority to reject work which the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the OWNER'S REPRESENTATIVE's responsibilities in respect of Applications for Payment, see Article 14.

9.8 DECISIONS ON DISPUTES

- A. The OWNER'S REPRESENTATIVE will be the initial interpreter of the requirements of the Contract Documents and will decide the acceptability of the WORK. Claims and disputes 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 OWNER'S REPRESENTATIVE in writing with a request for formal decision in accordance with this paragraph, which the OWNER'S REPRESENTATIVE will render in writing within 30 days of receipt of the request. Written notice of each such claim or dispute will be delivered by the CONTRACTOR to the OWNER'S REPRESENTATIVE promptly (but in no event later than 30 days) after the submission of the claim or dispute in writing. Written supporting data will be submitted to the OWNER'S REPRESENTATIVE within 60 days after such occurrence unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim. The failure of the CONTRACTOR to submit a claim or dispute in writing to the OWNER'S REPRESENTATIVE within 30 days of the occurrence of the event upon which the claim or dispute is based shall constitute a waiver by the CONTRACTOR for any additional monies and as to any request for additional time.
- B. The rendering of a decision by the OWNER'S REPRESENTATIVE with respect to any such claim or dispute (except any which have been waived by the making or

acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR) of such rights or remedies as either may otherwise have or attempt to exercise under the Contract Documents or by Section IX (k) of the Agreement,.

9.9 LIMITATION ON OWNER'S REPRESENTATIVE'S RESPONSIBILITIES

- A. Neither the OWNER'S REPRESENTATIVE's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the OWNER'S REPRESENTATIVE in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 in performing the WORK, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The OWNER'S REPRESENTATIVE will not be responsible to the CONTRACTOR or its subcontractors for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

- 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to the work, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
 - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
 - 2. changes required because of acceptance of defective work under Paragraph 13.7;
 - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
 - 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the OWNER'S REPRESENTATIVE 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. The CONTRACTOR bid the WORK and the Municipality accepted the bid as a not to exceed contract price. The Agreement is specifically not a time and materials contract.
- B. The Contract Price may only be changed by a written Change Order, approved as provided in municipal code. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the OWNER'S REPRESENTATIVE 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 specific nature of the claim and providing all supporting documents. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the OWNER'S REPRESENTATIVE 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 for actual work to which the CONTRACTOR claims to be entitled as a result of the occurrence or event. All claims for adjustment in the Contract Price shall be determined by the OWNER'S REPRESENTATIVE 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. The Municipality reserves the right in its sole discretion to determine that a requested increase in the Contract Price comes within the agreed upon not to exceed amount in the Agreement without submittal of the claim to the OWNER'S REPRESENTATIVE, subject to the CONTRACTOR and OWNER'S rights under Section IX (k) of the Agreement.
- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 2. By mutual acceptance of a lump sum for actual work performed

3. On the basis of the cost of work actually performed (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4). The cost of work actually performed shall not include mobilization and demobilization of equipment.

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 OWNER'S REPRESENTATIVE, 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 actually 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 actually incurred and paid. 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, if incurred and paid, 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory documentation of the actual 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 materials furnished by the OWNER.

D. Equipment. The CONTRACTOR will be paid for the use of equipment only as to the claimed additional work, at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the OWNER'S REPRESENTATIVE. The CONTRACTOR may furnish cost data which might assist the OWNER'S REPRESENTATIVE in the establishment of the rental rate. No mobilization or demobilization costs will be allowed under this section.

1. All equipment shall, in the opinion of the OWNER'S REPRESENTATIVE, 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 on the equipment at a conspicuous location, and shall furnish to the OWNER'S REPRESENTATIVE, 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 for their use.
5. Rental time will not be allowed while equipment is inoperative due for any reason.
6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the actual 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" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290

Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444. No mobilization or demobilization shall be allowed under this section.

- 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 solely 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, only if the equipment is transported to Skagway solely for the purpose of the additional work, and there is no other equipment in Skagway capable of being used for the claimed additional work, and is then used solely on the extra work; 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).
 3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
 4. 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 OWNER'S REPRESENTATIVE, 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

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the OWNER'S REPRESENTATIVE. CONTRACTOR shall not be entitled to overhead if determined by the OWNER to be within the not to exceed bid amount in the Agreement. If allowed by the OWNER, allowance for overhead and profit will be made in accordance with the following schedule:

Actual Overhead and Profit Allowance

| | |
|-----------|------------|
| Labor | 15 percent |
| Materials | 10 percent |
| Equipment | 10 percent |

To the sum of the costs and mark-ups provided for in this Article, 1% shall be added as compensation for bonding.

11.5 EXCLUDED COSTS. The term "Cost of the Work" shall not include any of the following:

- A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, OWNER's Representatives, 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.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

- D. 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).
- E. Costs due to the negligence of or omissions of the 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.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.
- G. Mobilization and demobilization of equipment on site.

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. The Contract Time may only be changed by a written 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 12.1A. 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) may 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 as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR which may be considered by the OWNER include, but not be necessarily limited to, negligent acts of the OWNER of which the OWNER agrees, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather

conditions not reasonably expected in Skagway, Alaska or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

- D. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.
- 12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract time may be extended by the OWNER'S REPRESENTATIVE because of delays in completion of the work due to unusually severe weather not reasonably foreseeable for Skagway, Alaska, provided that the Contractor shall, within 10 days of the beginning of any such delay, notify the OWNER'S REPRESENTATIVE in writing of the cause of delay and request an extension of contract time. The OWNER'S REPRESENTATIVE will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the OWNER'S REPRESENTATIVE's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather for Skagway, Alaska 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER, OWNER'S REPRESENTATIVE, 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 TESTS AND INSPECTIONS
- A. The CONTRACTOR shall give the OWNER'S REPRESENTATIVE 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 agency or governing 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE will make, or have made, such inspections and tests as the OWNER'S REPRESENTATIVE deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the OWNER'S REPRESENTATIVE, as well as the cost of subsequent reinspection and retesting. Neither observations by the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and the CONTRACTOR.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the OWNER'S REPRESENTATIVE, it must, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the OWNER'S REPRESENTATIVE timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the OWNER'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.
- F. If any work is covered contrary to the written request of the OWNER'S REPRESENTATIVE, it must, if requested by the OWNER'S REPRESENTATIVE, be uncovered for the OWNER'S REPRESENTATIVE's observation and recovered at the CONTRACTOR's expense.
- G. If the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered work be observed by the OWNER'S REPRESENTATIVE or inspected or

tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE's

request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the OWNER'S REPRESENTATIVE 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 OWNER's Representatives, attorneys, and other professionals. However, if such work is not found to be defective by the OWNER'S REPRESENTATIVE, the CONTRACTOR shall be compensated by change order for the actual cost of work performed to the uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount of the actual cost of the work 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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 OWNER's Representatives, attorneys, and other professionals made necessary thereby.

13.6 ONE YEAR CORRECTION PERIOD

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such defective work, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, or where the defective work is or may result in a loss of revenue to the OWNER, 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 OWNER's Representatives, attorneys and other professionals and the OWNER'S loss of revenue shall be paid by the CONTRACTOR immediately

upon presentation of the cost and other expenses and losses by the OWNER.

- 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 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 a corresponding 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 Section 001025 Measurement and Payment shall serve as the basis for progress payments based on percentage of unit value completed and will be incorporated into a form of Application for Payment acceptable to the OWNER'S REPRESENTATIVE.

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 20th of each month, the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE 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 Application for Payment shall certify that the CONTRACTOR does not have any claims against the OWNER other than claims already brought under Sections 9, 11 or 12 of these General Conditions.
- D. 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. Final payment we be received upon receipt of all close out documents.

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.

E. 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 site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER 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. Payment for materials will not constitute final acceptance. It shall be the Contractor's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

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 OWNER'S REPRESENTATIVE will, within 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 OWNER'S REPRESENTATIVE's reasons for refusing to recommend payment. The OWNER'S REPRESENTATIVE shall not recommend payment without a certification that the CONTRACTOR has no outstanding claims against the OWNER other than claims already presented pursuant to Sections 9, 11 or 12 of the General Conditions. If the OWNER'S REPRESENTATIVE does not recommend payment, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the OWNER'S REPRESENTATIVE still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the OWNER'S REPRESENTATIVE'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. The Application for

Payment shall certify that the CONTRACTOR has no claims nor is aware of any possible claims for any additional payment or increase in the time.

- B. The OWNER may refuse to make payment of the full amount recommended by the OWNER'S REPRESENTATIVE 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 7 days (with a copy to the OWNER'S REPRESENTATIVE) 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 OWNER'S REPRESENTATIVE in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the OWNER'S REPRESENTATIVE prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the OWNER'S REPRESENTATIVE shall make an inspection of the WORK to determine the status of completion. If the OWNER'S REPRESENTATIVE does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the OWNER'S REPRESENTATIVE will notify the CONTRACTOR in writing giving the reasons. If the OWNER'S REPRESENTATIVE considers the WORK substantially complete, the OWNER'S REPRESENTATIVE will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 and certification that the CONTRACTOR has no claims against the OWNER.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the OWNER'S REPRESENTATIVE's observation of the WORK during construction and final inspection, and the OWNER'S REPRESENTATIVE's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the OWNER'S REPRESENTATIVE will, within 14 days after receipt of the final Application for Payment, indicate in writing the OWNER'S REPRESENTATIVE'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, if there are retainage funds, withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR

does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

- 14.11 **CONTRACTOR'S CONTINUING OBLIGATION.** The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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; or 6) create any safety risk on the job site or to the community which upon notification of, the CONTRACTOR refuses to address and correct within 3 days of the written notification. 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. The CONTRACTOR'S claim shall be limited to the cost of work actually performed to the date of the termination.

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The Municipality reserves the right to terminate the services of the CONTRACTOR at any time when the Municipality determines that termination is in the best interests of the Municipality. If the Municipality terminates the contract pursuant to this section, the Municipality shall notify the CONTRACTOR in writing as of the effective date to stop work and the CONTRACTOR shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section, CONTRACTOR shall have sixty (60) days to submit any and all claims to the Municipality for any unpaid work actually performed by the CONTRACTOR before the date of termination and for which the CONTRACTOR has not been paid, together with all back-up documentation in support of the claim. "Unpaid work" is defined as actual work performed in accordance with the specifications and project schedule and "unpaid work" is specifically not to include the costs of the work to the CONTRACTOR. The failure of the CONTRACTOR to submit a claim within 60 days forever waives any claim by the CONTRACTOR based upon the Municipality's termination for any payment for work claimed by the CONTRACTOR to have not been paid as of the date of termination. CONTRACTOR and the Municipality agree to make a good faith effort to resolve any claim submitted by the CONTRACTOR pursuant to this section within thirty days (30) of receipt by the Municipality, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the CONTRACTOR within the 30 days, the Municipality shall pay the amount determined by the Municipality to be fair and reasonable, based on the back-up documents provided by the CONTRACTOR and the Municipality's records. In the event the parties do not reach agreement, the CONTRACTOR may pursue its remedies pursuant to Section IX (k) of the Agreement, unless the CONTRACTOR failed to submit the claim within 60 days of termination.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 20 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, after being requested by the CONTRACTOR in writing; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due them for work actually performed in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of the written request , unless the OWNER shall have remedied the condition upon which the payment delay was based within 20 days of presentation of the written 60 day notice or unless the CONTRACTOR has submitted claims against the OWNER. 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.

ARTICLE 16 MISCELLANEOUS

- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice. The written notice shall be electronically delivered to the authorized Owners Representative or as otherwise authorized in writing by the owner and acknowledged at the subsequent project progress meeting.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. 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.
 - B. 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 OWNER'S REPRESENTATIVE.
 - C. 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 MUNICIPALITY OF SKAGWAY 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 OWNER'S REPRESENTATIVE 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 MUNICIPALITY OF SKAGWAY from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the MUNICIPALITY OF SKAGWAY and the CONTRACTOR.
 - D. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the OWNER'S REPRESENTATIVE.

- 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 as related to the Project. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, 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, , 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 accounting records and documents, and other financial data, related to the Project and upon request, shall submit true copies of requested records to the OWNER within 10 days of the request.
- 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 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 the U.S. Coast Guard and/or the U.S. Army Corps, 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. CONTRACTOR shall not employ any current employee of the Municipality and shall not employ any elected official of the Municipality, either directly or as a subcontractor or consultant. 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. CONTRACTOR and OWNER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of 16.7.C or 16.7.D below.

- B. If the parties fail to resolve a dispute through negotiation under 16.7.A, then either or both may invoke the procedures of Paragraph 16.7.C
- C. Mediation. CONTRACTOR and OWNER agree the parties agree first to try in good faith to settle the dispute by mediation with a mutually acceptable mediator before invoking Section 16.7.D.
- D. For all legal actions, initiated by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement or the Contract Documents or arising out of or relating to the performance of this Agreement or any performance of the WORK. CONTRACTOR agrees that venue for trial in any action shall be in Skagway, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right or opportunity to request a change of venue for the trial pursuant to A.S. 22.10.040.
- E. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the Court or jury find the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal fees and all other expenses incurred by the OWNER, including all costs, attorneys fees and expert costs and fees 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 subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- 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. A CONTRACTOR or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

16.9 PREVAILING WAGE RATES

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The

CONTRACTOR, or subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the work.

- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the work. (Section 2 ch 52 SLA 1959).
 - D. 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 OWNER'S REPRESENTATIVE in writing, proposals for modifying the plans, specifications, or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
 - 1. Description of both the existing Contract requirements for performing the WORK and the proposed changes.
 - 2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
 - 3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
 - 4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
 - 5. The Contract items of WORK affected by the proposed changes including

- any quantity variations.
6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed change order incorporating the cost reduction proposal has been issued. If any executed change order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in contract time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the Contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a contract time savings, the total contract time shall be reduced by an amount equal to the time savings realized.

- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of work. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the Project, to include the cost reduction WORK.

END OF SECTION 000700

SC-1 CONFLICT WITH SPECIAL CONDITIONS AND GENERAL CONDITIONS

The Special Conditions supplement the General Conditions. Where conflicts exist between the Special Conditions and the General Conditions the Special Conditions shall prevail.

SC-2 UTILITY OUTAGES, CONFLICTS

The Contractor shall be entirely responsible for any and all damage sustained by any and all parties affected by utility outages caused by them, whether the outages are deliberate or accidental. The Contractor shall make all necessary efforts to prevent damages, and shall make all necessary efforts to repair and restore facilities or equipment damages as a result of such outages in a timely manner.

SC-3 JOB SITE SECURITY

The contractor shall be responsible for security of the job site, building interior and exterior areas designated for use by the Contractor. The Owner will not provide security of any kind for the duration of the project in those areas affected by construction and shall not be liable to anyone for the lack of security.

SC-4 ON-SITE MATERIALS, STORAGE AND PROTECTION

Construction materials may be stored on site. See drawings for designated Contractor staging area. Such storage shall be protected from the weather and secured in a neat and orderly fashion. The Owner shall not be responsible for the Contractor's materials and equipment. The Contractor will be responsible for, and should include in its bid, the cost of any off-site warehousing, storage and security, as may be necessary to accomplish the Work.

SC-5 SUPERINTENDENT

The superintendent shall be responsible for coordination of the work of all sub contractors. The Superintendent must have negotiating authority for Contract Modifications. The superintendent shall be present on site at all times work is in progress. Designation of an Acting Superintendent in the absence of the Superintendent, must be approved 72 hours in advance by the Owner and architect.

SC-6 TIME

Begin Work: Upon Notice to Proceed
Substantial Completion: September 30, 2024
Final Completion: October 15, 2024

SC-7 LIQUIDATED DAMAGES

The CONTRACTOR shall pay the MUNICIPALITY up to \$1,500 per day as liquidated damages if the project is not completed in accordance with the Project specifications.

END OF SECTION 000750

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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 2.2 COPIES OF DOCUMENTS: Contractor may request up to 2 copies of contract documents and drawings.

SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES:

In the preparation of the Contract Documents, the Engineer has relied upon:

- A. Previous plan sets, field measurements and visual inspection of the existing structures and surface conditions.

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

- a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER and ENGINEER 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):

| | | |
|-----------------------|----------------|------------------|
| Combined Single Limit | \$2,000,000.00 | Each Occurrence |
| | \$2,000,000.00 | Annual Aggregate |

- a. General Policy
\$2,000,000.00 Each Occurrence
\$5,000,000.00 Annual Aggregate
- b. Products/Completed Operations
\$1,000,000.00 Each Occurrence

- | | | | |
|--|--------------------|----------------|------------------|
| | | \$2,000,000.00 | Annual Aggregate |
| | c. Personal Injury | \$2,000,000.00 | Each Occurrence |
| | d. Environmental | \$2,000,000.00 | Each Occurrence |
- C. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:
- D. Builders Risk Policy: Required. General Contractor shall purchase the builder's risk policy and list the building owner and subcontractors as additional insured.
- E. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or the Engineer.
- 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 Municipality of Skagway shall be named as an "Additional Insured" under all liability coverage listed in this Section, except for workers' compensation insurance, and as an additional insured on the general liability policy of all subcontractors.
- H. CONTRACTOR shall insure that every subcontractor complies in full with every provision of this section regarding Insurance. The failure of the CONTRACTOR to require compliance by the subcontractors shall be a material breach of this Contract by the CONTRACTOR.

SCG 14.3 APPLICATION FOR PROGRESS PAYMENT:

- A. 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. Final payment shall not be submitted until:
1. final inspection has been made;
 2. completion of the project; and
 3. acceptance of the project by the OWNER.

SGC 14.9 FINAL PAYMENT AND ACCEPTANCE: Add the following paragraph:

- A. 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.

END OF SECTION 000800

PART 1 – GENERAL

1.1 GENERAL

- A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles and furnishing all labor, transportation, mobilization and demobilization, and services, including all fuel, power, water and essential communications and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all WORK, materials, and services, not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. **Base Bid:** Work includes the installation of an 8-foot-tall chain link fence with barbed wire, chain link maintenance gate relocation, sliding chain link vehicle access gate, 39-inch CMP storm drain culvert, 3-inch minus, Class I Riprap slope protection, base course grading D-land miscellaneous related work.
- B. **Additive Alternate No. 1:** Work includes the mobilization, demobilization and the installation of a concrete leveling course anchored into the existing rock surface and installing chain link fence posts, fabric, sleeve, anchor plates and all required components for a complete fence installation in the areas indicated in the Drawings.
- C. **Site of WORK:** The project site is located in Skagway, Alaska on the north side of Dyea Road, approximately 1.8 miles from the intersection of Dyea Road and Klondike Highway on a parcel owned by Municipality of Skagway.

1.3 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference with Work on Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.4 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall include construction operations and storage of materials, fabrication facilities, and field offices only in those areas identified on the Drawings.

1.5 OWNER USE OF THE PROJECT SITE

- A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operation at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

1.6 PROJECT MEETINGS

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 Overview Bar Chart Schedule.
 - 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 Supervisor.
 - f. Erosion Control Plan with Storm Water Pollution Prevention Plan.
 - g. Traffic Control Plan and DOT&PF Right-of-Way permit application.
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:
 - a. Status of CONTRACTOR's insurance and bonds.
 - b. CONTRACTOR's tentative construction 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 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 ENGINEER 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.

B. Progress Meetings

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER, or as required by the progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
2. The ENGINEER shall conduct the meeting and will arrange for recording and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

1.7 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

The following words have the meaning defined in the Technical Portions of the WORK:

1. **Furnish** - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.
2. **Indicated** - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown", "noted", "scheduled", and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.
3. **Install** - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.
4. **Installer** - a person or firm engaged by the CONTRACTOR or its subcontract, or any Subcontractor, for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
5. **Provide** - is defined as furnish and install, ready for the intended use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 10 10

PART 1 - GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, mobilization and demobilization, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.
- B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:
 - 1. Maintenance of all services through the Project area including power, communications, water, garbage pickup, mail delivery and emergency vehicles.
 - 2. Repair or replacement of existing adjacent facilities including piping, landscaping, steel, timber, concrete and asphalt items, if damaged by the CONTRACTOR.
 - 3. Final clean-up and site restoration.
 - 4. All WORK necessary for coordination of work to be accomplished by private utility companies and property owners within the Project limits.
 - 5. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
 - 6. Restoration and grading of all disturbed areas as necessary to provide a smooth transition to existing surfaces.

1.2 MOBILIZATION AND DEMOBILIZATION (Pay Item No. 001505.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Mobilization and Demobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization and Demobilization will be made at the amount shown on the Bid Schedule under Pay Item No. 001505.1, which payment will constitute full compensation for all WORK described in Section 00 15 05 - Mobilization, as shown on the Drawings and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:

1. When 20% of the total original contract amount is earned from other Pay Items, 50% of the amount bid for Mobilization, or 20% of the original contract amount, whichever is lesser, will be paid.
2. When 50% of the total original contract amount is earned from other Pay Items, 100% of the amount bid for Mobilization, or 50% of the original contract amount, whichever is lesser, will be paid.
3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total contract amount will be paid.

2.1 CLEARING AND GRUBBING (Pay Item No. 31100.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Clearing and Grubbing will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. WORK under this Pay Item includes removal and disposal of grass, debris, trees, stumps, roots, brush and other vegetation within the construction limits, as shown or described on the Drawings.
- C. Placement and compaction of usable excavation material to fill voids left from the removal of tree stumps and roots shall be considered incidental to this Pay Item.
- D. Payment for Clearing and Grubbing will be made at the amount shown on the Bid Schedule under Pay Item No. 311000.1, which payment will constitute full compensation for all WORK described in Section 31 10 00 – Clearing and Grubbing, as shown on the Drawings and as directed by the ENGINEER.

2.2 EROSION AND SEDIMENT CONTROL (Pay Item No. 311900.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Erosion and Sediment Control shall be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. WORK under this Pay Item includes all requirements described in Section 31 19 00, including but not limited to the installation and maintenance of temporary Erosion & Sediment Control Best Management Practices (BMP's).
- C. Payment for Erosion and Sediment Control will be made at the Unit Price named in the Bid Schedule under Pay Items No. 311900.1, which payment will constitute full compensation for all WORK described in Section 31 19 00 – Erosion Control, as shown on the Drawings and as directed by the ENGINEER.

- 2.3 ROCK EXCAVATION AND SCALING (Pay Item No. 312001.1) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Rock Excavation and Scaling shall be measured by the cubic yard of existing rock or bedrock that is removed by hydraulic excavator chipping methods to allow installation of the Chain Link Fence in accordance with these Specifications.
 - B. Payment for Rock Excavation and Scaling will be made at the amount shown on the Bid Schedule under Pay Item No. 312001.1, which payment will constitute full compensation for all WORK described in Section 31 20 01 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.4 3-INCH MINUS EMBANKMENT (Pay Item No. 312001.2) PRICE BASED ON QUANTITY, CUBIC YARD
- A. 3-Inch Minus Embankment shall be measured by the cubic yard delivered and placed in accordance with these Specifications.
 - B. WORK under this Pay Item includes installation of 3-Inch Minus embankment within the construction limits, as shown on the Drawings or as directed by the ENGINEER.
 - C. Payment for 3-Inch Minus Embankment will be made at the amount shown on the Bid Schedule under Pay Item No. 312001.2, which payment will constitute full compensation for all WORK described in Section 31 20 01 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.5 RIPRAP CLASS I (Pay Item No. 312001.3) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Riprap Class I shall be measured by the cubic yard delivered and placed in accordance with these Specifications.
 - B. WORK under this Pay Item includes installation of Riprap Class I within the construction limits, as shown on the Drawings or as directed by the ENGINEER.
 - C. Payment for Riprap Class I will be made at the amount shown on the Bid Schedule under Pay Item No. 312001.3, which payment will constitute full compensation for all WORK described in Section 31 20 01 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.6 BASE COURSE, GRADING D-1 (Pay Item No. 312003.1) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Base Course, Grading D-1 shall be measured by the neat line method per cubic yard of base course grading D-1 compacted in place.
 - B. Water needed for compaction and added to the base material on the grade will be considered incidental.

- C. Payment for Base Course, Grading D-1 shall be made at the Unit Price named in the Bid Schedule under Pay Items No. 312003.1, which payment will constitute full compensation for all WORK described in Section 31 20 03 – Base Course, regardless of whether the amount of D-1 exceeds any estimates of Contractor in preparing its bid, as shown on the Drawings and as directed by the ENGINEER.

2.7 CONSTRUCTION SURVEYING (Pay Item No. 316000.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment of Construction Surveying will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. This WORK also includes the removal and resetting of existing survey monuments and other survey markers disturbed by construction activities as shown in the Drawings.
- C. Payment for Construction Surveying shall be made at the Unit Price named in the Bid Schedule under Pay Items No. 316000.1, which payment will constitute full compensation for all WORK described in Section 31 60 00 – Construction Surveying, as shown on the Drawings and as directed by the ENGINEER.

2.8 CHAIN LINK FENCE (Pay Item No. 323113.1) PRICE BASED ON QUANTITY, LINEAR FOOT

- A. Measurement for payment of Chain Link Fence will be measured per linear foot along the top face of the fence, complete in place and accepted.
- B. The WORK for this Pay Item includes rock or soil excavation for new fence posts, setting new chain link fence posts in concrete footing, installing new chain link fabric, new top and bottom fence rail, three strand barb wire with arms, fence ground round installation, and installing new members and all other necessary fence hardware to make a complete fence installation.
- C. Excavation and grading shall be considered incidental to the fence installation.
- D. Payment for Chain Link Fence will be made at the Unit Price named in the Bid Schedule under Pay Item No. 323113.1, which payment will constitute full compensation for all WORK described in Section 32 31 13 – Chain Link Fence, as shown on the Drawings and as directed by the ENGINEER.

2.9 ROLLING GATE, 12-FOOT WIDE (Pay Item No. 323113.2) PRICE BASED ON QUANTITY, EACH

- A. Measurement for payment of Rolling Gate, 12-Foot Wide will be measured per each, complete in place.

- B. The WORK under this Pay Item will include furnishing and installing all necessary gate materials including gate posts, concrete post footings, all earthwork, concrete slab for the rolling gate and all other WORK for a complete installation as shown on the Drawings.
 - C. Payment for Rolling Gate, 12-Foot Wide will be made at the Unit Price named in the Bid Schedule under Pay Item No. 323113.2, which payment will constitute full compensation for all WORK described in Section 3 23 113 – Chain Link Fence, as shown on the Drawings and as directed by the ENGINEER.
- 2.10 MAN GATE SALVAGE & RESET (Pay Item No. 323113.3) PRICE BASED ON QUANTITY, LUMP SUM PAY UNIT
- A. Measurement for payment for Man Gate Salvage & Reset will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
 - B. The WORK for this Pay Item includes removing, salvaging and reinstalling the existing chain link man gate that provides access to the AT&T tower. The WORK also includes furnishing and installing new 6' tall chain link fence fabric, top rail, bottom rail and three strand barbed wire in the space left where the existing man gate was previously located.
 - C. Payment for Man Gate Salvage & Reset will be made at the amount shown on the Bid Schedule under Pay Item No. 323113.3, which payment will constitute full compensation for all WORK described in Section 32 31 13 – Chain Link Fence and Gates, as shown on the Drawings and as directed by the ENGINEER.
- 2.11 CONCRETE LEVELING COURSE & CHAIN LINK FENCE (Pay Item No. 321314.1A) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement for payment of Concrete Leveling Course & Chain Link Fence will be measured per linear foot along the top face of the fence, complete in place and accepted. This WORK is considered Additive Alternate No. 1 WORK.
 - B. The WORK for this Pay Item includes installing a 12" wide leveling course of concrete with epoxy dowels into the existing bedrock surface, installing galvanized steel fence post base plates and sleeves, chain link fence posts, installing new chain link fabric, new top and bottom fence rail, three-strand barb wire with arms, 1" diameter weep holes, and installing new members and all other necessary fence hardware to make a complete fence installation.
 - C. Payment for Concrete Leveling Course & Chain Link Fence will be made at the Unit Price named in the Bid Schedule under Pay Item No. 321314.1A, which payment will constitute full compensation for all WORK described in Section 32 13 14 – Concrete Structures, as shown on the Drawings and as directed by the ENGINEER.
- 2.12 STORM SEWER PIPE, 39-INCH (Pay Item No. 334100.1) PRICE BASED ON QUANTITY, LF
- A. Storm Pipes, including all coupling bands, bends and other items necessary for the proper joining of the culvert pipe sections, will be measured by the staked length in linear feet.

- B. Pipes for storm drains shall be measured by the staked length, from end of pipe to end of pipe.
- C. Branch connections, coupling adapters and bends will be included in the linear foot measurement for conduit.
- D. Trench excavation, bedding, backfill, imported backfill, and warning tape will not be measured for payment, but will be considered incidental to other WORK under this section.
- E. The WORK also includes allowing the Contractor to have the option to install a 36" CMP culvert in place of the 39" CMP culvert with an approval from the ENGINEER on the coupling system for connecting pipes with dissimilar pipe diameters. There will be no additional payment made if this option is approved and installed.
- F. Payment for Storm Sewer Pipe, 39-Inch will be made at the Unit Price named in the Bid Schedule under Pay Item No. 334100.1 which payment will constitute full compensation for all WORK described in Section 33 41 00 – Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.

END OF SECTION 00 10 25

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PART 1 - GENERAL

1.1 GENERAL

- A. Titles of Sections and Paragraphs. Captions accompanying Specification sections and paragraphs are for convenience of reference only and do not form a part of the Specifications.
- B. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that the standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, the standards or requirements.
- C. Specialists, Assignments. In certain instances, Specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged for the performance of that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all WORK specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents:
 - 1. References herein to "Building Code" or "Uniform Building Code" shall mean Uniform Building Code of the International Conference of Building Officials (ICBO).
 - 2. Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all Addenda, modifications, amendments, or other lawful changes thereto.
 - 3. In case of conflict between codes, reference standards, Drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall

bid for the most stringent requirements.

- B. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.
- C. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- D. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 001090

PART 1 – GENERAL

1.1 GENERAL

- A. Wherever submittals are required hereunder, all such submittals shall be submitted to the ENGINEER by the CONTRACTOR.
- B. Within 7-days after the date of commencement as stated in the Notice To Proceed, the CONTRACTOR shall submit the following items to the ENGINEER for review:
 - 1. A preliminary schedule of Shop Drawings, sample, and proposed substitutes or “or-equal” submittals.
 - 2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
 - 3. A complete progress schedule for all phases of the Project.
 - 4. Material Safety Data Sheets on products used on the Project.
 - 5. A traffic maintenance plan, as required.
 - 6. A letter designating the CONTRACTOR’s Superintendent, defining that person’s responsibility and authority.
 - 7. A letter designating the CONTRACTOR’s safety representative and the Equal Employment Opportunity (EEO) Officer and that person’s responsibility and authority.
- C. Within 7 days after date of commencement as stated in the Notice To Proceed, the CONTRACTOR shall submit a Schedule of Values detailing related specification sections or Division, all sub-contractors and their breakdown of divisions, and tabulated with separate labor, materials, and equipment breakdowns. See Section 001025 Measurement and Payment.
- D. No payments shall be made to the CONTRACTOR until all of these items are submitted in their entirety, as determined by the ENGINEER.
- E. Major Submittals or Long Lead Items: Major submittals and long lead items are to be submitted within 7 days of Notice to Proceed.

1.2 SHOP DRAWING SUBMITTAL

- A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER, for review, in electronic format (pdf), Shop Drawings The term “Shop Drawings” as used herein shall be understood to include detail design calculations, Shop Drawings, fabrication drawings, installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, American Iron and Steel (AIS) certifications and similar items.
- B. All Shop Drawing submittals shall be accompanied by the CONTRACTOR’s standard submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of

various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

- D. Except as may otherwise be provided herein, the ENGINEER will return electronically each submittal to the CONTRACTOR with its comments noted thereon, within 7-calendar days following receipt of them by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal.
- E. If the submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- F. If the submittal is returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal is not required.
- G. If the submittal is returned to the CONTRACTOR marked "REVISERESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the revised submittal to the ENGINEER.
- H. If the submittal is returned to the CONTRACTOR marked "REJECTEDRESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the revised submittal to the ENGINEER.
- I. Fabrication of an item may be commenced only after the ENGINEER has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements only a Change Order can alter the Contract Price, Contract Time, or Specifications.
- J. All CONTRACTOR Shop Drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused by thereby shall be the total responsibility of the CONTRACTOR.
- K. The ENGINEER'S review of CONTRACTOR Shop Drawing submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

1.3 OPERATING AND MAINTENANCE MANUALS

A. Operating and Maintenance Data:

1. Provide two sets of each type of instruction bound together in D-ring metal-ringed hardcover binders with removable pages, with a typewritten index indicating location of items in the work. Information not pertinent to this work shall be deleted or neatly and completely lined out. Binders shall be of capacity to allow a minimum of 20 percent expansion.
2. Provide an electronic copy of the O&M manual with each spec division and spec section bookmarked for easy access.
3. Submit required certification, warranties and testing reports.
4. Operating and maintenance data shall be provided for Owner's Representative approval at least 30 days prior to Substantial Completion. If approved operation and maintenance instructions are not on hand at the time of Substantial Completion and/or occupancy, the Contractor, at his own expense, shall make repairs, replacements, and installation of components that may be destroyed or damaged due to the absence of specified instructions, and shall hold the Owner harmless.
5. See specific discipline specification section for O&M requirements.

1.4 RECORD DRAWINGS SUBMITTALS

- A. The CONTRACTOR shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction in red ink. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. The record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record Drawings, of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like shall be maintained up-to-date during the progress of the WORK.
- B. In the case of those Drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by Change Order Drawings or final Shop Drawings, and by including appropriate reference information describing the Change Orders by number and the Shop Drawings by manufacturer, Drawing, and revision numbers.
- C. Record drawings shall be accessible to the ENGINEER AND OWNER at all times during the construction period and shall be delivered to the ENGINEER on the 20th working day of every month after the month in which the Notice to Proceed is given as well as upon final completion of the WORK.
- D. Final payment will not be acted upon until the CONTRACTOR-prepared Record Drawings

have been delivered to the ENGINEER.

1.5 PROGRESS SCHEDULES

- A. The progress schedule shall be submitted monthly electronically through the duration of the Project to the ENGINEER in Bar Chart or Critical Path Method (CPM) form as required by the ENGINEER.
- B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the work and the contemplated date on which the CONTRACTOR and their subcontractors will start and finish each work task of the work, including any scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift WORK.
- C. Upon substantial changes to the CONTRACTOR's progress schedule of work or upon request of the ENGINEER, the CONTRACTOR shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the contract time and take into account delays which may have been encountered in the performance of the WORK. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in his schedule or methods of operation to ensure the completion of all the WORK within the contract time.

1.6 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and equality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the ENGINEER, if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
 - 1. The burden of establishing the proposed substitute material or equipment as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
 - 2. The ENGINEER will determine as to the type, function, and quality of any proposed substitute material or equipment and the ENGINEER'S decision shall be final.
 - 3. The ENGINEER may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
 - 4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
 - 5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
 - 6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER. This shall include the cost for redesign and claims of other Contractor affected by the resulting change.

- B. The procedure for review by the ENGINEER will include the following:
1. If the CONTRACTOR proposes to furnish or use a substitute an item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
 2. Unless otherwise authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 7-day period after Notice To Proceed.
 3. Wherever a proposed substitute material or equipment has not been submitted within said 7-day period, or wherever the submission of a proposed substitute material or equipment has been determined to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment named in the Contract Documents.
 4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
 5. The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 7 days.
 6. As applicable, no Shop Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.
 7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitute.
- C. The CONTRACTOR's application using the "Substitution Request Forms" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution:
1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of Substantial Completion on time.
 2. Whether acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 3. Whether incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
 4. All variations of the proposed substitute for that specified will be identified.
 5. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
 6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

1.7 MATERIAL CERTIFICATION SUBMITTAL

- A. The ENGINEER may permit the use, prior to sampling, inspection and testing, of certain materials or assemblies when accompanied by manufacturer's material certifications stating

that such materials or assemblies fully comply with the requirements of the Contract. The certification shall be signed by the manufacturer, and will specifically reference the material's compliance with the AASHTO, ASTM and/or Standards specified in the applicable Contract Documents.

- B. Material certifications shall be submitted to the ENGINEER prior to incorporating the item into the WORK.
- C. Materials or assemblies used on the basis of material certifications may be sampled, inspected and/or tested at any time, and if found not in conformity with these specifications, will be subject to rejection whether in place or not.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(SUBSTITUTION REQUEST FORM - next page)

Municipality of Skagway
SUBSTITUTION REQUEST FORM

TO:

PROJECT: AB MOUNTAIN COMMUNICATION FACILITY SITE IMPROVEMENTS

OWNER: MUNICIPALITY OF SKAGWAY

SPECIFIED ITEM:

| Section | Page | Paragraph | Description |
|---------|------|-----------|-------------|
|---------|------|-----------|-------------|

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____
Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and Construction costs caused by the requested substitution which is estimated to be \$_____.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the WORK is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the Specified item.

Submitted by CONTRACTOR: _____ Reviewed by ENGINEER _____
Signature _____ Accepted _____ Accepted as Noted _____
Firm: _____ Not Accepted _____ Received Too Late _____
By: _____ Date: _____
Title: _____ Telephone: _____
Date: _____
Attachments:

END OF SECTION 00 13 00

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PART 1 - GENERAL

1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this section are related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.2 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is the duty of the CONTRACTOR, and that duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.3 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, ATM, and AASHTO as applicable to the class and nature of the article or material considered and the site conditions of the WORK; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the WORK is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents. Any waiver by the OWNER pursuant to this section shall be in writing and the CONTRACTOR shall not rely on or act on any verbal waiver by the OWNER, or any employees or representatives of the OWNER.
- C. Notwithstanding the existence of such waiver, the ENGINEER, with OWNER's approval, reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

1.4 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
 - 1. OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.

2. The ENGINEER will perform inspections as specified in individual Specification sections.
3. Reports will be submitted by the independent firm to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The CONTRACTOR shall cooperate with the ENGINEER or independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify the ENGINEER 24 hours before the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
7. For samples and tests required for CONTRACTOR's use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR's use shall be included in the Contract Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Inspection. The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements. The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions. Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

END OF SECTION 001400

PART 1 – GENERAL

1.1 GENERAL

- A. Mobilization shall include obtaining all permits; moving all plant and equipment onto and off the site; furnishing and erecting plants, temporary buildings, and other construction facilities; implementing security requirements, demobilizing all plant and equipment from the site, all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving all the CONTRACTOR's plant and equipment required for operations onto the site. Demobilizing plant and equipment at closeout of the project.
 2. Providing all on-site communication facilities, including radios and cellular phones.
 3. Providing on-site sanitary facilities.
 4. Obtaining all required permits.
 5. Having all OSHA-required notices and establishment of safety programs.
 6. Having the CONTRACTOR's superintendent at the jobsite full time.
 7. Submitting initial submittals.
- B. Bid Schedule Mobilization line item for shall include the Contractors cost for all items listed above. See Section 000310 Bid Schedule.

1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved for payment under the Contract Documents until all Mobilization items listed above have been completed as specified.
- B. Within 7 days after receipt of Notice to Proceed, the CONTRACTOR shall submit a breakdown showing the estimated value of each major component of Mobilization to the ENGINEER for approval. When approved by the ENGINEER, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 001505

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PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with the requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's WORK. Any utility or service in conflict with the WORK will be reburied by the CONTRACTOR prior beginning the WORK to avoid damage.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. The number of exploratory excavations shall be determined by the ENGINEER.
- D. The ENGINEER shall be notified of the CONTRACTOR's field-locate schedule.

1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, cable television, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the ENGINEER that the OWNER has secured authority therefor from the proper party. After authority has been obtained, the CONTRACTOR, shall give the party due notice of its intention to begin WORK, if required by the party, and shall remove, shore, support to otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two (2) or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted.
- B. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK as agreed to by the ENGINEER.

1.3 PROTECTION OF SURVEY MONUMENTS, STREET AND/OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey monuments or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced.

All survey monuments, markers or points disturbed by the CONTRACTOR shall be accurately re-established, at the CONTRACTOR's expense unless provided for elsewhere in the Contract Documents, after all street or roadway resurfacing has been completed. Re-establishment of all survey monuments shall be by a Registered Alaskan Land Surveyor.

1.4 RESTORATION OF PAVEMENT

- A. General. All asphalt pavement or concrete surfaces areas, cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing. Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by those authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Concrete Sidewalks or Private Driveways. Wherever concrete sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain the temporary sidewalks or roadways until the final restoration has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. The CONTRACTOR shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for interrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area

of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. OWNER's Right of Access. The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this contract.
- E. Underground Utilities Indicated. Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.
- F. Underground Utilities Not Indicated. In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra WORK as agreed to by the ENGINEER.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the Project which was actually working on the portion of the WORK which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such WORK will be paid for as extra WORK as agreed to by the ENGINEER. The ENGINEER shall determine whether the CONTRACTOR exercised reasonable care.
- H. Approval of Repairs. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other WORK.
- I. Maintaining in Service. All oil and gasoline pipelines, power, and telephone, cable television or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the contract, unless other arrangement satisfactory to the ENGINEER are made with the owner of the pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to CONTRACTOR'S operations, and the provisions of this section shall not

be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 15 30

PART 1 – GENERAL

1.1 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

1.2 TEMPORARY CROSSINGS

- A. General. Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, private residences, churches, schools, parking lots, service stations, motels, fire and police stations, clinics and hospitals. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services.

1.3 MAINTENANCE OF TRAFFIC

- A. General. Unless otherwise provided, the project building site shall not interfere with traffic along Dyea Road. Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder.
- B. No street shall be closed to the public without first obtaining written permission of the ENGINEER and any proper governmental authority.
- C. Temporary provisions shall be made by the CONTRACTOR to assure the proper functioning of all storm drain inlets, and other drainage facilities.
- D. The CONTRACTOR's equipment shall stop at all points of intersection with the traveling public unless satisfactory traffic control measures, approved in writing by the ENGINEER, are installed and maintained at the CONTRACTOR's expense.
- E. When, in the opinion of the ENGINEER, conditions are such that the safety and/or convenience of the traveling public may be adversely affected, the CONTRACTOR will be immediately notified in writing. The notice will state the defect(s) and the corrective action(s) required. In the event that the CONTRACTOR neglects to take immediate corrective action, the ENGINEER may suspend all WORK on the Project until satisfactory corrective action is performed. In the event the CONTRACTOR does not take corrective action within 24 hours, the ENGINEER may order such WORK as deemed necessary for public convenience and safety accomplished by outside forces. The cost of this WORK shall be deducted from any monies due or that may become due under the terms of the contract.
- F. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

- G. On-Site Cellular Phones. The CONTRACTOR shall maintain one (1) active cellular phone at the Project site at all times with the phone number provided to the Skagway Fire, Police and Engineering Departments. The cellular phone shall be carried by the person in charge of the field operations.

1.4 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
- B. Should the CONTRACTOR find it necessary to use any additional land for other purposes during the construction of the WORK, it shall provide for the use of such lands at its own expense.
- C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive, and other materials and products considered hazardous materials under federal law. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints, and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
 - 2. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
 - 3. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
 - 4. The separate storage area shall be inspected by the ENGINEER prior to construction of the area, upon completion of construction of the area, and upon clean-up and removal of the area.
 - 5. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.5 PARKING

- A. The CONTRACTOR shall direct its employees to park in areas as directed by the MOS.
- B. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
END OF SECTION 00 15 50

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

1.2 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts potentially damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until dust is no longer produced and the CONTRACTOR is relieved of further responsibility by the OWNER in writing by the ENGINEER.

1.3 RUBBISH CONTROL

- A. During the progress of the WORK, the CONTRACTOR shall keep the site of the WORK and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site, and shall establish regular intervals of collection and disposal of such materials and waste. No burning is permitted on site. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.4 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all federal, state and local laws and regulations.

1.5 CHEMICALS

- A. All chemicals used during Project construction or furnished for Project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or

the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer. In addition, see the requirements set forth in paragraph 6.11 of the General Conditions.

1.5 EAGLE NESTING TREES

- A. Eagle nesting trees are known to exist in the Skagway area, although none are known to exist in the immediate vicinity of the Project site. The CONTRACTOR has the responsibility for adherence to the Bald Eagle Protection Act (16 U.S.C. 668-668d) which prohibits molesting or disturbing bald eagles, their nests, eggs, or young.
- B. Guidelines for compliance to the Bald Eagle Protection Act are supervised by the U.S. Department of the Interior, Fish and Wildlife Service, 4700 BLM Road, Anchorage, Alaska, 99507, phone number (907) 271-2888. The CONTRACTOR shall contact the Eagle Management Specialist for guidelines of the Bald Eagle Protection Act.

PART 2 - PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

END OF SECTION 001560

PART 1 - GENERAL

1.1 FINAL CLEAN UP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

1.2 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods as required under the contract. Such dates shall be established not less than one (1) week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER and their authorized representatives sufficient time to schedule attendance at such activities.

1.3 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
 - 1. Written guarantees, where required
 - 2. Maintenance stock items; spare parts; special tools, where required
 - 3. Completed Record Drawings, O&M Manuals, Start-up Reports
 - 4. Certificates of inspection and acceptance by local governing agencies having jurisdiction
 - 5. Releases from all parties who may be entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law
 - 6. Compliance Certificate and Release, signed by the CONTRACTOR, shall be submitted to the Engineering Contract Administrator.
- B. Before final payment can be made, the CONTRACTOR shall supply a copy of the "Notice of Completion of Public Works" form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.
- C. Before final payment, the CONTRACTOR shall provide the Engineering Contract Administrator with clearance from the Alaska Department of Labor and Workforce Development 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 form for this purpose is at the end of Section 000800 – Supplementary General Conditions.

1.4 WARRANTY AND GUARANTEE

- A. The CONTRACTOR shall comply with the warranty and guarantee requirements contained in Article 13 of the General Conditions.

- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as part of such required repair WORK, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as part of such required repair WORK unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing and which includes provision by the CONTRACTOR to defend and indemnify the OWNER against all claims .

- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and the CONTRACTOR's surety shall be liable to the OWNER for the cost.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

COMPLIANCE CERTIFICATE AND RELEASE FORM
NEXT PAGE

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT:
MUNICIPALITY OF SKAGWAY
AB MOUNTAIN COMMUNICATION FACILITY

The CONTRACTOR must complete and submit this to the Contract Administrator with respect to the entire contract.

Completed forms may be submitted upon completion of the Project. All requirements and submittals must be met before final payment will be made to the CONTRACTOR.

I certify that the following and any referenced attachments are true:

- All WORK has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.
- All Suppliers and Subcontractors have been paid in full with no claims for labor, materials or other services outstanding. If all Subcontractors and suppliers are not paid in full, please explain on a separate sheet.
- All employees have been paid not less than the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).
- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.
- The attached list of Subcontractors is complete (required from CONTRACTOR). The Municipal Engineer was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.
- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the WORK to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.
- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.
- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the Municipal Engineer for underutilization.

I understand it is unlawful to misrepresent information in order to receive a payment which would otherwise be withheld if these conditions were not met. I am an authorized agent of this firm and sign this freely and voluntarily. The foregoing statements are true and apply to the following project contractor.

Firm Name

Signed

Capacity: CONTRACTOR

Printed Name and Title

Date

Municipality of Skagway
AB Mountain Communication
Facility Site Improvements

SECTION 001700
PROJECT CLOSE-OUT

Return completed form to: Mark Pusich, P.E., Owner's Representative, RESPEC, 9109 Mendenhall Mall Road Suite 4, Juneau, AK 99801. Call (907) 780-6060 if we can be of further assistance or if you have any questions.

END OF SECTION 001700

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all supervision, labor, materials, tools and equipment and mobilization and demobilization for any equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by, other construction items.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Any materials required shall conform to the appropriate section of these Specifications.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. The CONTRACTOR shall clean up all sites disturbed during construction of the Project. This includes removal of all construction equipment, disposal of all excess materials, disposal of all rubbish and debris, removal of all temporary structures, hydroseed overspray on existing site features, and grading of the sites so that no standing water is evident.

END OF SECTION 001704

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary for clearing, grubbing, removing and disposing of all vegetation and debris (including earthen materials incidentally removed with vegetation and debris), designated by the ENGINEER, except such objects as are designated to remain in place or are to be removed in accordance with other sections of these Specifications. The WORK shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 GENERAL

- A. The CONTRACTOR will establish the limits of the WORK and shall protect and preserve all items designated to remain.
- B. All vegetation and debris to be removed shall be disposed of by the CONTRACTOR at an approved disposal sites. No open burning shall be allowed on the Project site. MOS will allow vegetation and woody debris disposal on the MOS 15 Acre project site as directed and approved by the MOS Public Works Director may charge a fee to the CONTRACTOR for disposing of vegetation and woody debris at the 15 Acre disposal site.
- D. If the CONTRACTOR elects to use a different disposal site the CONTRACTOR will be responsible for:
 - 1. Securing waste disposal sites
 - 2. Obtaining written permission of the owner of the disposal site and
 - 3. Securing any required permits, if none is indicated on the Drawings.

The cost of securing such sites shall be borne by the CONTRACTOR. If requested by the ENGINEER, the CONTRACTOR shall furnish the permit numbers of all required permits for disposal sites.

- E. Merchantable timber within the clearing limits will become the property of the CONTRACTOR, unless otherwise specified.

3.2 GRUBBING

- A. All trees, stumps, roots and other objects not designated to remain shall be cleared, grubbed and removed.

- B. In areas outside of the grading limits of cut and embankment areas and to the established limits of the WORK, all stumps and nonperishable solid objects permitted to remain in place shall be cut off not more than six inches above the ground line or low water level.
- C. Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable materials and compacted in accordance with the Contract Documents.

END OF SECTION 311000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools and mobilization and demobilization for any equipment necessary to install and maintain temporary erosion control devices; including, but not limited to, straw wattles, silt fences, straw bales, rock check dams, ditches, etc.
- B. The WORK also includes sweeping, watering, and vacuuming of the existing paved section of Dyea Road if mud tracked from this project.
- C. The area of disturbance is less than 1 acre.

1.3 DEFINITIONS

- A. Erosion and Sediment Control Plan (ESCP). Permanent and temporary prevention of erosion and control of sedimentation during construction of the Project is included in the project Plans and Specifications.
- B. Best Management Practices (BMP's). A wide range of project management practices, schedules of activities or prohibition of practices that when used singly or in combination, prevent or reduce erosion, sedimentation and pollution of adjacent water bodies and wetlands. BMP's include both structural devices and non-structural practices and can be temporary or permanent. The State of Alaska DOT/PF Best management Practices for Construction Erosion and Sediment Control describes a variety of standard BMP's.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. Do not begin earth disturbing work until temporary BMP's are in place.
- B. Contain, clean up, and dispose of all construction related (including office facilities) discharges of petroleum products and/or other materials hazardous to the land, air, water and organic life forms. Perform all fueling operations in a safe and environmentally responsible manner. Comply with the requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substances Pollution Control.
- C. Implement all temporary and permanent erosion and sediment control measures identified in the Contract Documents.

- D. Perform inspection, if directed, during or following high intensity rainfall events of any depth.
- E. The Contractor shall maintain existing temporary erosion control structures as necessary and/or as directed by the OWNER or ENGINEER for the duration of the contract. They shall be maintained in effective operating conditions at all times. Rock check dams, straw hay bale check dams and silt fences shall be cleaned whenever they have become half-filled with silt or debris, and other items shall be cleaned, repaired, or replaced as necessary.
- F. Temporary erosion control structures shall remain in place until the OWNER approves their removal.

END OF SECTION 311900

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary for structural fill placement and Riprap Class I to the lines, grades and cross sections indicated in the Drawings, or as directed by the ENGINEER.

1.3 SUBMITTALS

- A. 3-Inch minus structural fill – gradation report from independent soils testing laboratory for current construction season.

PART 2 – PRODUCTS

2.1 STRUCTURAL FILL

- A. Structural Fill shall consist of non-frost-susceptible earth, sand, gravel, fractured rock or combination thereof containing no muck, peat, frozen materials, roots, wood, sticks, sod, organics or other deleterious materials, and shall be compactible to the density requirements specified in the Contract Documents. It shall also have a plasticity index not greater than 6 as determined by AASHTO T 90 and shall contain no more than 6% by weight of material passing the 200 mesh sieve. The percentage of material passing the 200 mesh sieve shall be determined using only the material which passes a 3 inch sieve.
- B. Structural Fill shall conform to the following gradation:

| SIEVE DESIGNATION | PERCENT PASSING BY WEIGHT |
|-------------------|---------------------------|
| 3 Inch | 100 |
| 1 Inch | 60-80 |
| No. 4 | 10 - 30 |
| No. 200* | 0 - 6 |

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

- C. Elongation Specification
 - i. The length of the crushed stone backfill shall not be more than twice the designated screed diameters.
- D. Sodium Sulfate Loss
 - i. Aggregate shall pass the percent sodium sulfate loss per AASHTO T 104 with 9% maximum.

- E. Structural Fill for this Project shall have a maximum L.A. Abrasion percent of wear of 45 per AASHTO T 96 test method.

2.2.1 RIPRAP

- A. Stone for this WORK shall be hard angular quarry stones and have a percentage of wear of not more than 50 at 500 revolutions as determined by ASTM C 535. The least dimension of any piece of stone shall be not less than 1/4 its greatest dimension. Rounded boulders or cobbles shall not be used on slopes steeper than 2:1.

Class I Riprap Stones shall No more than 50% of the stones by total weight shall weigh more than 50 pounds per piece, and no more than 50% of the stones by total weight shall weigh less than 25 pounds per piece.

PART 3 – EXECUTION

3.1 EMBANKMENT

- A. Embankments shall be constructed to a reasonably smooth and uniform shape conforming to the lines, grades and cross sections indicated on the Drawings or as directed by the ENGINEER.
- B. Embankment construction includes, but is not limited to, placing and compacting structural fill in the expanded parking area pad. Only approved materials shall be used in the construction of structural fills.
- C. Structural fill shall not be placed on frozen ground.
- D. Red top grading hubs shall be set to top of structural fill for this project where structural fill has been placed and compacted to ensure proper elevations have been obtained. They shall be set by the CONTRACTOR at breaks in the grade and on even grade intervals not to exceed 25 feet intervals.
- E. The finish subgrade surface (bottom of base course) shall not vary more than 0.05-foot when tested using a ten foot straightedge, nor vary more than 0.05-foot from the established grade.
- F. If continued hauling over a completed or partially completed structural fill area causes loss of stability as evidenced by pumping or rutting, or other damage, the CONTRACTOR shall repair the damaged structural fill at its own expense and adjust its hauling equipment and procedures so as to avoid further damage.

3.3 STRUCTURAL FILL CONSTRUCTED WITH MOISTURE DENSITY CONTROL

- A. Except for embankments constructed predominantly of rock fragments or boulders, all embankments shall be constructed with moisture density control. Embankments shall be placed in horizontal layers not to exceed 12 inches in depth, loose measurement, for the full width of the embankment, except as required for traffic, and shall be compacted before the next layer is placed. A smaller depth will be required if the compaction equipment is considered by the ENGINEER to be insufficient to obtain the required densities.

Embankments shall be compacted at the approximate optimum moisture content to not less than 95% of the maximum density as determined by AASHTO T 180 D or Alaska T-12. Embankment materials may require drying or moistening to bring the moisture content near to optimum. In-place field densities will be determined by Alaska T-3 or T-11. Sufficient time shall be allowed between placement of layers to allow for field density tests.

3.4 RIPRAP CONSTRUCTION

- A. Foundation or toe trenches and other necessary excavation shall be completed and approved by the ENGINEER before the placing of riprap is begun. Slopes to be protected with riprap shall be free of brush, trees, stumps and other objectionable material and shall be dressed to a reasonably smooth surface.
- B. The stones shall be handled or placed with an excavator as to secure a stone mass of the thickness, height and length shown on the Drawings, or as staked, with a minimum of voids.
- C. Undesirable voids shall be filled with small stones or spalls. The rock shall be manipulated sufficiently by means of a bulldozer, excavator, rock tongs, or other suitable equipment to secure a reasonably regular surface and mass stability.
- D. Riprap protection shall be placed to its full course thickness at one operation and in such manner as to avoid damaging the filter cloth or displacing the underlying material. Placing of riprap protection in layers or by dumping into chutes or by similar methods likely to cause segregation will not be permitted.
- E. All riprap shall be so placed and distributed that there will be no large accumulation or area composed mainly of either the larger or small sizes of stone.
- F. Unless otherwise authorized, the riprap protection shall be placed in conjunction with the construction of the embankment with only sufficient lag in construction of the riprap protection as may be necessary to place filter cloth and to prevent mixture of embankment and riprap material.
- G. The CONTRACTOR shall provide a level, compact area of sufficient size to dump and sort typical loads of riprap at an approved location; and shall dump loads, as specified, in this area; and shall assist the ENGINEER as needed to sort and measure the stones for the purpose of determining if the riprap is within Specifications. Mechanical equipment as needed to assist in this sorting shall be provided by the CONTRACTOR at no additional cost.

END OF SECTION 312001

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary for the excavation and backfill required for installation of underground utility pipes as shown on the Drawings or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.1 TRENCH EXCAVATION

- A. Trench excavation shall consist of all material, of whatever nature, excepting liquids, excavated from trenches for underground pipe, conduit or structure installation.

2.2 BEDDING

- A. Pipe bedding for all underground utilities to be installed under this CONTRACT shall be base course grading D-1 as defined in Section 31 20 03.

2.3 BACKFILL

- A. Backfill is defined as material placed above the level of bedding material. Backfill material consists of native material excavated from the trench that is determined by the ENGINEER to be suitable as backfill. Backfill material used under concrete pavement, as shown on the Drawings, shall be non-frost-susceptible, granular material that is free of rocks larger than six inches, much, frozen material, lumps, organic material, trash, lumber, or other debris. All backfill material available from trench excavation shall be utilized prior to the use of the imported backfill.

2.4 IMPORTED BACKFILL

- A. Imported backfill shall be granular material, free draining, free of much, frozen material, lumps, or organic material and shall conform to the following gradation:

| Sieve Designation | Percent Passing by Weight |
|-------------------|---------------------------|
| 3 Inch | 100 |
| 1 Inch | 60-80 |
| No. 4 * | 10-30 |
| No. 200 * | 0-6 |

*Gradation shall be determined on that portion passing the three inch screen.

- A. Aggregate base shall conform to Grading D-1 of Section 31 20 03 - Base Course.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavation for trenches shall conform to the lines and grades shown on the Drawings and to the limits depicted in the Drawings. The CONTRACTOR shall also do any WORK necessary to prevent surface water from entering the trench including dewatering of the trench to maintain dry pipe laying conditions.
- B. Excavation of any and all material more than six inches below the invert of the pipe as shown on the Drawings shall be done only when ordered in writing by the ENGINEER. The material so excavated will be handled in the manner described below:
 - 1. All excavated material suitable for use as backfill shall be piled in an orderly manner separately from unsuitable material, at a sufficient distance from the edge of the trench to prevent material from sloughing or sliding back into the trench. When the trench is in a traveled roadway the ENGINEER may require removal and temporary storage of excavated material elsewhere.
 - 2. Materials unsuitable for use as backfill shall be hauled to a CONTRACTOR furnished disposal site off of the Project, unless otherwise directed in writing by the ENGINEER. The CONTRACTOR is responsible for securing waste disposal sites if none is indicated on the Drawings. The CONTRACTOR shall obtain the written permission of the landowner for use of all disposal sites, and shall either obtain any required permits or assure that they have been obtained by others. If requested by the ENGINEER, the CONTRACTOR shall furnish the permit numbers of all required permits for the disposal sites. The cost of securing such sites shall be borne by the CONTRACTOR.
 - 3. If the CONTRACTOR fails to comply with the provisions of any state statute, city ordinance or permit pertaining to waste disposal or disposal sites, the ENGINEER shall have the right, after giving 30 days written notice, to bring the disposal sites into compliance and collect the cost of the WORK from the CONTRACTOR, either directly or by withholding monies otherwise due under the Contract.
- C. Where required to prevent caving of the trench, or by any safety law or regulation such as OSHA, the CONTRACTOR shall furnish and install bracing and/or sheeting to protect the excavation. This bracing and/or sheeting shall be removed as trench backfill progresses.
- D. The CONTRACTOR shall provide temporary support of existing structures, as necessary, to protect the structures from settlement or other disturbances caused by construction activities. All structures disturbed by the CONTRACTOR's activities shall be returned to original condition, or better.

3.2 BEDDING

- A. Bedding shall be placed in conformance with the lines and grades shown on the Drawings. Before placing any bedding material, the bottom of the trench shall be hand raked ahead of the pipe laying operation to remove stones and lumps which will interfere with smooth and complete bedding of the pipe. The specified bedding material shall then be placed in layers the full width of the trench, each layer not exceeding eight inches in thickness loose measure, and compacted to 95% of maximum density as determined by AASHTO T 180 D, until the elevation of the plan grade for the pipe invert is attained. The pipe bed shall then be fine-graded by hand and compacted as above. Bell holes shall be hand dug at the location of joints and shall be of sufficient size to allow proper making of the joint and to prevent the collar or bell of the pipe from bearing on the bottom of the trench.
- B. After the pipe has been laid and approved for covering, the specified bedding material shall be placed evenly on both sides of the pipe for the full width of the trench. Approval for covering does not imply final acceptance of the pipe, or relieve the CONTRACTOR in any way of responsibility to complete the Project in conformance with the Drawings and Specifications. Bedding material shall be placed in layers. The thickness, loose measure, or the first layer shall be either one-half the outside diameter of the pipe plus two inches or eight inches, whichever is least. This layer shall be compacted as specified above to provide solid support to the underside of the pipe.
- C. The bedding material shall be placed and compacted in layers not more than eight inches in thickness, loose measure, up to a plane 12 inches above the top of the pipe.
- D. The initial density test at any location will be paid for by the OWNER. If the initial test shows that the material compaction is not as specified, the CONTRACTOR shall modify the compaction methods used, as approved by the ENGINEER, and have the material re-tested until the tests show that the compaction method meets with the Specification requirements. If the CONTRACTOR's compaction methods are not consistent and/or do not meet the requirements of these Specifications, the OWNER reserves the right to undertake additional compaction tests as necessary to determine the extent of substandard compaction, and to charge the CONTRACTOR for all such tests.

3.3 BACKFILL

- A. The trench shall be backfilled above the bedding material, as shown in the Drawings, with approved material saved from trench excavation. If there is not sufficient approved material from the excavation, the backfilling of the trench shall be completed utilizing imported backfill. The backfill and/or imported backfill shall be compacted to 95% of optimum density within the street and sidewalk limits, as shown on the Drawings, and 90% elsewhere, as determined by AASHTO T 180 D. Lifts shall not exceed 12 inches in depth for loose material. After backfilling of the trench is completed, any excess material from trench excavation shall be hauled to a CONTRACTOR furnished disposal site off of the Project.
- B. At least 24 hours prior to commencing backfilling operations, the CONTRACTOR shall notify the ENGINEER of the proposed method of compaction. No method will be approved until the CONTRACTOR has demonstrated, under actual field conditions, that such method will produce the degree of compaction required.

- C. The initial density test at any location will be paid for by the OWNER. If the initial test shows that the material compaction is not as specified, the CONTRACTOR shall modify the compaction methods used, as approved by the ENGINEER, and have the material re-
- tested until the tests show that the compaction meets the Specification requirements. If the CONTRACTOR's compaction methods are not consistent and/or do not meet the requirements of these Specifications, the OWNER reserves the right to undertake additional compaction tests as necessary to determine the extent of substandard compaction, and to charge the CONTRACTOR for all such tests.

3.4 AGGREGATE BASE

- A. Aggregate base shall be placed in layers not exceeding six inches compacted depth, extending the full width of the trench and compacted to 95% of maximum density as determined by AASHTO T 180 D. The thickness of the top layer shall be such that, after compaction, the surface shall be at the elevation shown in the Drawings. Care shall be taken to ensure proper compaction near the sides of the trench, and to avoid segregation.

END OF SECTION 312002

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools and equipment and mobilization and demobilization for any equipment necessary for furnishing and placing one or more layers of aggregate base course on a prepared surface to the lines and grades shown on the Drawings, or as directed by the ENGINEER.

PART 2 – PRODUCTS

2.1 BASE COURSE MATERIAL

- A. Aggregate base course shall consist of crushed gravel or crushed stone, conforming to the quality requirements of AASHTO M 147. The aggregate shall be free from lumps, balls of clay, or other unusable or contaminating matter, and shall be durable and sound.
- B. The base course shall be sampled according to “WAQTC FOP for AASHTO T2-Sampling Aggregates” as described in the *Alaska Test Methods Manual*, published by the Alaska Department of Transportation and Public Facilities.
- C. Coarse aggregate (that material retained on a No. 4 sieve) shall be crushed stone and shall consist of sound, tough, durable rock of uniform quality. Rock shall be free of schist that cleaves along preferred foliation planes. Rock shall be free of platy mineral grains. Metamorphosed rock shall be free of slaty cleavage. All material shall be free of from clay balls, vegetable matter or deleterious matters. Coarse aggregate shall not be coated with dirt or other finely divided matter. All aggregates shall be free of roots and wood. In addition, coarse aggregate shall meet the following requirements:

L.A. Wear, %, 25% maximum loss in accordance with AASHTO T 96.

Degradation Value, 45 minimum in accordance with ATM 313.

Sodium Sulfate Soundness Loss, %, 9 maximum in accordance with AASHTO T 104.

- D. Base course material shall conform to the following gradations:

BASE COURSE GRADING D-1 GRADATION

(Percent passing by weight)

| Sieve Size | D-1 |
|-------------------|------------|
| 1” | 100 |
| 3/4” | 70-100 |
| 3/8” | 50-80 |
| No. 4 | 35-50 |
| No. 8 | 20-35 |
| No. 40 | 8-20 |
| No. 200 | 0-6 |

For grading D-1, at least 70% by weight of the particles retained on a No. 4 sieve shall

have at least one fractured face as determined by Alaska T-4.

- D. Base course for this Project shall have a maximum Nordic Abrasion Value of 18, as determined by ATM 312, and shall meet the gradation requirements for grading D-1.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prior to placement of the base course, the underlying surface shall be prepared by dressing, shaping, wetting or drying, and compacting of the underlying material to a minimum density of 95% as determined by AASHTO T 180-D. Surfaces shall be cleaned of all foreign substances and debris.
- B. Any ruts or soft yielding spots that may appear shall be corrected by loosening and removing unsatisfactory material and adding material approved in these Contract documents as required, reshaping, and recompacting the affected areas to the lines and grades indicated on the Drawings. If required by the ENGINEER the CONTRACTOR shall proof load questionable areas with a loaded truck or other piece of equipment approved by the ENGINEER.
- C. Blue-top grading hubs shall be set as required to the top of base course to control final base course grading elevations prior to placing temporary concrete roadway patches.
- D. Base course material shall be deposited and spread in a uniform layer to the required grades, and to such loose depth that when compacted to the density required, the thickness will be as indicated on the Drawings. Portions of the layer which become segregated shall be removed and replaced with a satisfactory mixture, or shall be remixed to the required gradation.
- E. The maximum compacted thickness of any one layer shall not exceed six inches, except the compacted depth of a single layer may be increased to eight inches if compaction equipment capable of delivering sufficient compactive energy, as determined by the ENGINEER is used. If the contract documents require the compacted depth to exceed six inches, the base shall be constructed in two or more layers of approximately equal thickness. Each layer shall be shaped and compacted before the succeeding layer is placed.
- F. The base course shall be compacted to at least 95% of maximum density as determined by AASHTO T 180-D. In places not accessible to rolling equipment, the mixture shall be compacted with hand-tamping equipment.
- G. Blading, rolling, and tamping shall continue until the surface is smooth and free from waves and irregularities. If at any time the mixture is excessively moistened, it shall be serrated by means of blade graders, harrows, or other approved equipment, until the moisture content is such that the surface can be recompacted and finished as above.
- H. The finished surface of the base course, when testing using a ten foot straightedge shall not show any deviation in excess of 3/8 inch between two contact points. The finish surface shall not vary more than 1/2 inch from established grade. Additionally, the algebraic

average of all deviations from established grade of the finish base course surface elevations taken at 50-foot intervals shall be less than 0.02 foot.

- I. The initial density test at any location will be paid for by the OWNER. If the initial test shows that the material compaction is not as specified in the Contract documents and Drawings, the CONTRACTOR shall modify the compaction methods used, as approved by the ENGINEER, and have the material retested until the tests show that the compaction meets the Specification requirements. All tests, after the initial test at any given location, shall be paid for by the CONTRACTOR. The determination that the material compaction is not as specified in the Contract documents and Drawings shall be made by the ENGINEER and such decision is final. Compaction shall not be determined satisfactory or complete until approved by the ENGINEER.

END OF SECTION 312003

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, mobilization, demobilization and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until dust is no longer produced and the CONTRACTOR is relieved of further responsibility by the ENGINEER.

1.3 RUBBISH CONTROL

- A. During the progress of the WORK, the CONTRACTOR shall keep the site of the WORK and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site, and shall establish regular intervals of collection and disposal of such materials and waste. No burning is permitted on site. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.4 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

1.5 CHEMICALS

- A. All chemicals used during Project construction or furnished for Project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in

strict accordance with the printed instructions of the manufacturer. In addition, see the requirements set forth in paragraph 6.11 of the General Conditions.

1.6 EAGLE NESTING TREES

- A. Eagle nesting trees are known to exist in the Skagway area, although none are known to exist in the immediate vicinity of the Project site. The CONTRACTOR has the responsibility for adherence to the Bald Eagle Protection Act (16 U.S.C. 668-668d) which prohibits molesting or disturbing bald eagles, their nests, eggs, or young.
- B. Guidelines for compliance to the Bald Eagle Protection Act are supervised by the U.S. Department of the Interior, Fish and Wildlife Service, 4700 BLM Road, Anchorage, Alaska, 99507, phone number (907) 271-2888. The CONTRACTOR shall contact the Eagle Management Specialist for guidelines of the Bald Eagle Protection Act.

PART 2 - PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

END OF SECTION 312318

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary to perform all surveying and staking necessary for the completion of the Project in conformance with the Drawings and Specifications and standard surveying practices, including all calculations required to accomplish the WORK.
- B. The WORK shall include the staking, referencing and all other actions as may be required to preserve and restore land monuments and property corners which are situated within the Project area, and to establish monuments as shown on the Drawings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION

- A. All surveying involving property lines or monuments shall be done by, or under the direction of, a Registered Land Surveyor licensed in the State of Alaska.
- B. The ENGINEER will supply information relative to the approximate locations of monuments and corners, but final responsibility for locations, referencing, and restoration shall rest with the CONTRACTOR.
- C. In the event the CONTRACTOR does not replace the survey monuments and property corners disturbed by the CONTRACTOR's operations, the ENGINEER may, after first notifying the CONTRACTOR, replace the monuments in question. The cost of such replacements shall be deducted from payments to the CONTRACTOR.
- D. The CONTRACTOR shall provide the ENGINEER with a copy of all surveyors' notes, if requested by the ENGINEER, prior to each Pay Request payment.
- E. The CONTRACTOR shall provide the ENGINEER with a copy of all surveyors' notes, prior to the request for final payment, and include the information on the record drawings.
- F. The CONTRACTOR shall obtain all information necessary for as-built plan production, from actual measurements and observations made by its own personnel, including Subcontractors, and submit this information to the ENGINEER.

- G. The CONTRACTOR shall use competent, qualified personnel and suitable equipment for the layout work required and shall furnish all stakes, templates, straightedges and other devices necessary for establishing, checking and maintaining the required points, lines and grades.
- H. The CONTRACTOR shall perform all staking necessary to delineate clearing and/or grubbing limits; all cross sections necessary for determination of excavation and structural fill quantities, including intermediate and/or remeasure cross sections as may be required; all slope staking; all staking of culverts and storm drainage structures, including the necessary checking to establish the proper location and grade to best fit the conditions on site; the setting of such finishing stakes as may be required; the staking, referencing and other actions as may be required to preserve or restore land monuments and property corners; and all other staking necessary to complete the project.
- I. Field notes shall be kept in standard bound notebooks in a clear, orderly and neat manner, consistent with standard surveying practices. The CONTRACTOR's field books shall be available for inspection by the ENGINEER at any time.
- J. All field survey notes, including those which become source documentations from which quantities for payment are computed, shall be recorded by a note keeper furnished by the CONTRACTOR. The note keeper shall be thoroughly familiar with generally accepted standards of good survey note keeping practice.
- K. The ENGINEER may randomly spot-check the CONTRACTOR's surveys, staking and computations at the ENGINEER discretion. After the survey or staking has been completed, the CONTRACTOR shall provide the ENGINEER with a minimum of 72 hours notice prior to performing any WORK, and shall furnish the appropriate data as required, to allow for such random spot-checking; however, the ENGINEER assumes no responsibility for the accuracy of the WORK.
- L. A closed level loop is required through Temporary Bench Marks (TBMs) listed in the Drawings. No side shots will be permitted. A copy of the surveyor's notes shall be provided to the ENGINEER.

END OF SECTION 316000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary for furnishing and installing portland cement concrete for site concrete structures in conformance with the Drawings and Specifications.
- B. Reference Section 31 13 14 Concrete Structures.

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT

- A. Portland cement shall conform to the requirements of AASHTO M 85.
- B. Unless otherwise permitted by the ENGINEER, the product from only one mill and one brand and type of portland cement shall be used on the Project.

2.2 FINE AGGREGATE

- A. Fine aggregate for portland cement concrete shall conform to the requirements of AASHTO M 6 with the following exceptions:

Delete section on deleterious substances and substitute the following:

The amount of deleterious substances shall not exceed the following limits:

Friable particles percent by weight: 5 max.

Coal and Lignite, percent by weight using a liquid of 1.95 specific gravity (only material that is brownish-black shall be considered as coal or lignite): 0.5 max.

Material passing the No. 200 sieve, percent by weight: 3.0 max.

Delete paragraph 4.2 of AASHTO M 6.

2.3 COARSE AGGREGATE

- A. Coarse aggregate for portland cement concrete shall conform to the requirements of AASHTO M 80, class A, with the following exceptions:

Delete section on deleterious substances and substitute the following:

The amount of deleterious substances shall not exceed the following limits:

Coal and Lignite, percent by weight (only material that is brownish-black or black shall be considered coal or lignite: 1.0 max.
Material passing the No. 200 sieve: 1.0 max
Thin-elongated pieces, percent by weight. (Length greater than five (5) times average thickness): 15 max.
Sticks and roots, percent by weight: 0.10 max.
Friable Particles, percent by weight: 0.25 max.
Maximum loss from AASHTO T 96 shall be 50 percent.
Maximum loss from AASHTO T-104 shall be 12 percent.

2.4 JOINT FILLERS

- A. Joint filler, of the type designated in the contract, shall conform to the following:
1. Poured filler shall conform to AASHTO M 173 or AASHTO M 282 as specified.
 2. Preformed fillers shall conform to AASHTO M 33 for bituminous type; AASHTO M 153 for sponge rubber (type I), cork (type II), and self-expanding cork (type III); AASHTO M 213 for nonextruding and resilient bituminous types and resilient bituminous types and AASHTO M 220 for pre-formed elastomeric types as specified.
 3. AASHTO M 220 for preformed elastomeric types as specified. The filler shall be punched to admit the dowels where called for on the Drawings. Joint filler shall be furnished in a single piece for the depth and width required for the joint unless otherwise authorized by the ENGINEER. When more than one piece is authorized for a joint, the abutting ends shall be fastened securely, and held accurately to shape, by stapling or other positive fastening satisfactory to the ENGINEER.
 4. Foam filler shall be expanded polystyrene filler having a compressive strength of not less than 10 psi.
 5. Hot-poured sealants for concrete and asphaltic pavements shall conform to ASTM D 3405.
 6. Hot-poured elastomeric type sealant for concrete pavements shall conform to ASTM D 3406.
 7. Cold-poured silicone type sealant for concrete pavements shall conform to Federal Specification TT-S-1543, Class A. The sealant shall be a one part, low-modulus silicone rubber with an ultimate elongation of 1,200 percent.

2.5 CURING MATERIAL

- A. Curing material shall conform to the following requirements as specified:
1. Burlap Cloth made from Jute Kenaf AASHTO M 182.
 2. Sheet Material for Curing Concrete AASHTO M 171.
 3. Liquid Membrane-Forming Compounds AASHTO M 148 for Curing Concrete, Type I.
- B. The requirements specified in AASHTO M 148 covering "Liquid Membrane-Forming Compounds for Curing Concrete" are modified by adding the following:
1. Liquid membrane-forming compounds utilizing linseed oil shall not be used.

2.6 AIR ENTRAINING AGENTS

- A. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

2.7 MIXING WATER

- A. Unless otherwise permitted in writing by the ENGINEER, all water shall be obtained from a potable water system.

2.8 REINFORCING STEEL

- A. Reinforcing shall conform to AASHTO M 31, and be of grade 60 or the grade designated on the Drawings or in the Specifications. Welded wire fabric shall conform to AASHTO M 55. Epoxy coated reinforcing bars shall conform to AASHTO M 284.

2.9 SHIPPING AND STORAGE OF CEMENT

- A. Cement may be shipped from pretested approved bins. The cement shall be well protected from rain and moisture. Any cement damaged by moisture or which fails to meet any of the specified requirements shall be rejected and removed from the WORK.
- B. Cement stored by the CONTRACTOR for a period longer than 60 days in other than sealed bins or silos shall be retested before being used. Cement of different brands, types, or from different mills shall be stored separately.

2.10 COMPOSITION OF CONCRETE

- A. All portland cement concrete shall be ready-mix, provided by an approved plant regularly engaged in the production of concrete, unless otherwise authorized in writing by the ENGINEER. Ready-mix concrete shall conform to the requirements of AASHTO M 157.
- B. The CONTRACTOR shall furnish the mix design to the ENGINEER for approval. The mix design shall be suitable for its intended use. Concrete shall be designed using an absolute volume analysis. The CONTRACTOR shall be responsible for having each mix design tested at a laboratory. Prior to the start of production of any mix design, the CONTRACTOR shall submit test results and certifications for all materials, detailed mix design data and results of laboratory tests to the ENGINEER for approval. Approval by the ENGINEER will be based on apparent conformity to these Specifications. It shall remain the CONTRACTOR's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria in the contract. When requested by the ENGINEER, the CONTRACTOR shall submit samples of all materials for verification testing. Production shall not commence until the mix design is approved by the ENGINEER.
- C. Unless otherwise specified the design mix for the site concrete shall meet the following:
 - Minimum cement content 6 1/2 sacks (611 lb.) per C.Y.
 - Maximum water/cement ratio 5.75 gal/sack (0.51 #/#)
 - 28-day compressive strength (fc) as indicated on Drawings.

| | |
|--|-------------------------------|
| Slump | 3" ± 1" |
| Entrained Air | 3 to 6% |
| Coarse Aggregate | AASHTO M 43, Gradation No. 67 |
| Cement factors are based on 94-pound sacks | |

- D. The CONTRACTOR shall be responsible for producing and placing specification concrete with a cement content within a tolerance of two percent.
- E. The use of superplasticizers in the concrete mix to improve the workability of mixes with low water cement ratios will require prior written approval by the ENGINEER.
- F. The CONTRACTOR may, subject to prior approval in writing, use alternative sizes of coarse aggregate as shown in Table 1 of AASHTO M 43. If the use of an alternative size of coarse aggregate produces concrete which exceeds the permissible water-cement ratio above, thereby requiring additional cement above that specified, no compensation will be made to the CONTRACTOR for the additional cement.

2.11 SAMPLING AND TESTING

- A. Field tests of all materials will be made by the ENGINEER when deemed necessary, in accordance with the applicable Specifications. When the results of the field tests indicate the material does not conform to the requirements of the Specifications, the re-tests required by the ENGINEER shall be at the CONTRACTOR's expense.
- B. Materials which fail to meet contract requirements, as indicated by laboratory tests, shall not be used in the WORK. The CONTRACTOR shall remove all defective materials from the site.
- C. Types and sizes of concrete specimens shall be in accordance with ASTM C 31. Additional slump tests and/or test cylinders may be required at the discretion of the ENGINEER. Should the analysis of any test cylinder not meet the preceding requirements of Article 2.10 (Composition of Concrete) its representative concrete shall be removed and replaced at the CONTRACTOR's expense.
- D. Three copies of all test reports shall be furnished to the ENGINEER.

2.12 COLD WEATHER CONCRETE

- A. Concrete shall not be placed when the descending air temperature in the shade, away from artificial heat, falls below 40°F. Placement of concrete shall not resume before the ascending air temperature reaches 35°F, without specific written authorization. When the air temperature falls below 40°F, or is, in the opinion of the ENGINEER, likely to do so within a 24 hour period after placing concrete, the CONTRACTOR shall have ready on the job materials and equipment required to heat mixing water and aggregate and to protect freshly placed concrete from freezing.
- B. Concrete placed at air temperatures below 40°F shall have a temperature not less than 50°F nor greater than 70°F when placed in the forms. These temperatures shall be obtained by

heating the mixing water and/or aggregate. Mixing water shall not be heated to more than 160°F.

- C. Binned aggregates containing ice or in a frozen condition will not be permitted nor will aggregates which have been heated directly by gas or oil flame or heated on sheet metal over an open fire. When aggregates are heated in bins, only steam-coil or water-coil heating will be permitted, except that other methods, when approved, may be used. If live steam is used to thaw frozen aggregate piles, drainage times comparable to those applicable for washed aggregates shall apply.
- D. When the temperature of either the water or aggregate exceeds 100°F, they shall be mixed together so that the temperature of the mix does not exceed 80°F at the time the cement is added.
- E. Any additives must have prior approval of the ENGINEER before being used.
- F. The use of calcium chloride is prohibited.
- G. When placing concrete in cold weather, the following precautions shall be taken in addition to the above requirements:
 - 1. Heat shall be applied to forms and reinforcing steel before placing concrete as required to remove all frost, ice, and snow from all surfaces which will be in contact with fresh concrete.
 - 2. When fresh concrete is to be placed in contact with hardened concrete, the surface of the previous pour shall be warmed to at least 35°F, thoroughly wet, and free water removed before fresh concrete is placed.
 - 3. When Type I or II cement is used, freshly placed concrete shall be maintained at a temperature of not less than 70°F for three days or not less than 50°F for five days. When Type III cement is used, freshly placed concrete shall be maintained at a temperature of not less than 70°F for two days or not less than 50°F for three days.
 - 4. The above requirements are not intended to apply during the normal summer construction season when air temperatures of 40°F or higher can reasonably be anticipated during the two-week period immediately following concrete placement, or until the concrete is no longer in danger from freezing.
- H. When temperatures below 20°F are not expected during the curing period and, in the opinion of the ENGINEER, no other adverse conditions, such as high winds, are expected, concrete temperatures may be maintained in thick concrete sections by retention of heat of hydration by means of adequately insulated forms.
- I. When, in the opinion of the ENGINEER, greater protection is required to maintain the specified temperature, the fresh concrete shall be completely enclosed and an adequate heat source provided. Such enclosure and heat source shall be so designed that evaporation of moisture from the concrete during curing is prevented. Precautions shall be taken to protect the structure from overheating and fire.

- J. At the end of the required curing period protection may be removed, but in such a manner that the drop in temperature of any portion of the concrete will be gradual and not exceed 30°F in the first 24 hours.
- K. For concrete placed within cofferdams and cured by flooding with water, the above conditions may be waived provided that the water in contact with the concrete is not permitted to freeze. De-watering shall not be carried out until the ENGINEER determines that the concrete has cured sufficiently to withstand freezing temperatures and hydrostatic pressure.
- L. The CONTRACTOR shall be wholly responsible for the protection of the concrete during cold weather operations. Any concrete injured by frost action or overheating shall be removed and replaced at the CONTRACTOR's expense.

2.13 FORMS

- A. Forms shall be so designed and constructed that they may be removed without injuring the concrete.
- B. Unless otherwise specified, forms for exposed surfaces shall be made of plywood, hard-pressed fiberboard, sized and dressed tongue-and-groove lumber, or metal in which all bolt and rivet holes are countersunk, so that a plane, smooth surface of the desired contour is obtained. Rough lumber may be used for surfaces that will not be exposed in the finished structure. All lumber shall be free from knotholes, loose knots, cracks, splits, warps, or other defects affecting the strength or appearance of the finished structure. All forms shall be mortar tight, free of bulge and warp, and shall be cleaned thoroughly before reuse.
- C. In designing forms and falsework, concrete shall be regarded as a liquid. In computing vertical loads a weight of 150 pounds per cubic foot shall be assumed. The lateral pressure for design of wall forms shall not be less than that given by the following formulas:

For walls with R less than or equal to 7 feet per hour:

$$P=150 + \frac{9000R}{T}, \text{ but not more than } 2000 \text{ p.s.f. or } 150 \text{ h, whichever is less.}$$

For walls with R greater than 7 feet per hour:

$$P=150 + \frac{43,400}{T} + \frac{2800R}{T}, \text{ but not more than } 2000 \text{ p.s.f. or } 150 \text{ h, whichever is less}$$

Where:

P = lateral pressure for design of wall forms, p.s.f.

R = rate of placement, feet per hour

T = temperature of concrete in forms, °F

h = maximum height of fresh concrete in form, feet.

- D. The above formulas apply to internally vibrated concrete placed at 10 feet per hour or less, without the use of retarding agents, and where depth of vibration is limited to four feet below the top of the concrete surface. The CONTRACTOR shall state the placement rate and minimum concrete temperature on the working drawings for concrete form WORK. Deflection of plywood, studs, and walers shall not exceed 1/360 of the span between supports.
- E. Forms shall be so designed that placement and finishing of the concrete will not impose loads on the structure resulting in adverse deflections or distortions.
- F. The forms shall be so designed that portions covering concrete that is required to be finished may be removed without disturbing other portions that are to be removed later. As far as practicable, form marks shall conform to the general lines of the structure.
- G. When possible, forms shall be day-lighted at intervals not greater than 10 feet vertically, the openings being sufficient to permit free access to the forms for the purpose of inspecting, and working.
- H. Metal ties or anchorages within the forms shall be so constructed as to permit their removal to a depth of at least one inch from the face without injury to the concrete. All fittings for metal ties shall be of such design that, upon their removal, the cavities which are left will be of the smallest possible size.
- I. All exposed edges 90° or sharper shall be chamfered 3/4 inch unless otherwise noted. Chamfering of forms for re-entrant angles shall be required only when specifically indicated on the Drawings.
- J. Forms shall be inspected immediately prior to the placing of concrete. Dimensions shall be checked carefully and any bulging or warping shall be remedied and all debris and standing water within the forms shall be removed. Special attention shall be paid to ties and bracing and where forms appear to be braced insufficiently or built unsatisfactorily, either before or during placing of the concrete, the ENGINEER shall order the WORK stopped until the defects have been corrected.
- K. Forms shall be constructed true to line and grade. Clean-out ports shall be provided at construction joints.
- L. All forms shall be installed in accordance with approved fabrication and erection plans.
- M. All porous forms shall be treated with non-staining form oil or saturated with water immediately before placing concrete.
- N. To facilitate finishing, forms used on exposed vertical surfaces shall be removed in not less than 12, nor more than 48 hours, depending upon weather conditions.

PART 3 - EXECUTION

3.1 GENERAL

- A. All concrete shall be placed before it has taken its initial set and, in any case, within 30 minutes after mixing. Concrete shall be placed in such a manner as to avoid segregation of coarse or fine portions of the mixture, and shall be spread in horizontal layers when practicable. Special care shall be exercised in the bottom of slabs and girders to assure the working of the concrete around nests of reinforcing steel, so as to eliminate rock pockets or air bubbles. Enough rods, spades, tampers and vibrators shall be provided to compact each batch before the succeeding one is dumped and to prevent the formation of joints between batches.
- B. Extra vibrating shall be done along all faces to obtain smooth surfaces. Care shall be taken to prevent mortar from splattering on forms and reinforcing steel and from drying ahead of the final covering with concrete.
- C. Concrete shall not be placed in slabs or other sections requiring finishing on the top surface when precipitation is occurring or when in the opinion of the ENGINEER precipitation is likely before completion of the finishing, unless the CONTRACTOR shall have ready on the job all materials and equipment necessary to protect the concrete and allow finishing operations to be completed.
- D. Troughs, pipes, or short chutes used as aids in placing concrete shall be arranged and used in such a manner that the ingredients of the concrete do not become separated. Where steep slopes are required, troughs and chutes shall be equipped with baffle boards or shall be in short lengths that reverse the direction of movement. All chutes, troughs, and pipe shall be kept clean and free of hardened concrete by flushing thoroughly with water after each run. Water used for flushing shall be discharged clear of the concrete in place. Troughs and chutes shall be of steel or plastic or shall be lined with steel or plastic and shall extend as nearly as possible to the point of deposit. The use of aluminum for pipes, chutes or tremies is prohibited. When discharge must be intermittent, a hopper or other device for regulating the discharge shall be provided.
- E. Dropping the concrete a distance of more than five (5) feet or depositing a large quantity at any point and running or working it along the forms will not be permitted. The placing of concrete shall be so regulated that the pressures caused by wet concrete shall not exceed those used in the design of the forms.
- F. High frequency internal vibrators of either the pneumatic, electrical, or hydraulic type shall be used for compacting concrete in all structures. The number of vibrators used shall be ample to consolidate the fresh concrete within 15 minutes of placing in the forms. In all cases, the CONTRACTOR shall provide at least two concrete vibrators for each individual placement operation (one may be a standby), which shall conform to the requirements of these Specifications. Prior to the placement of any concrete, the CONTRACTOR shall demonstrate that the two vibrators are in good working order and repair and ready for use.
- G. The vibrators shall be an approved type, with a minimum frequency of 5,000 cycles per minute and shall be capable of visibly affecting a properly designed mixture with a one inch slump for a distance of at least 18 inches from the vibrator.
- H. Vibrators shall not be held against forms or reinforcing steel nor shall they be used for flowing the concrete or spreading it into place. Vibrators shall be so manipulated as to

produce concrete that is free of voids, is of proper texture on exposed faces, and of maximum consolidation. Vibrators shall not be held so long in one place as to result in segregation of concrete or formation of laitance on the surface.

- I. Concrete shall be placed continuously throughout each section of the structure or between indicated joints. If, in any emergency, it is necessary to stop placing concrete before a section is completed, bulkheads shall be placed as the ENGINEER may direct and the resulting joint shall be treated as a construction joint.
- J. The presence of areas of excessive honeycomb may be considered sufficient cause for rejection of a structure. Upon written notice that a given structure has been rejected, the rejected WORK shall be removed and rebuilt, in part or wholly as specified, at the CONTRACTOR's expense.

3.2 PUMPING CONCRETE

- A. Concrete may be placed by pumping if the CONTRACTOR demonstrates that the pumping equipment to be used will effectively handle the particular class of concrete with the slump and air content specified and that it is so arranged that no vibrations result that might damage freshly placed concrete. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced.
- B. When pumping is completed, the concrete remaining in the pipeline, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned. Slump tests shall be taken at the discharge end of the pipe.

3.3 EXPANSION JOINTS

- A. Expansion joints shall be located and formed as required on the Drawings.
- B. Open Joints. Open joints shall be placed in the location shown on the Drawings and shall be formed. The form shall be removed without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint, unless so specified on the Drawings.
- C. Filled Joints. Unless otherwise shown on the Drawings, expansion joints shall be constructed with pre-molded expansion joint filler with a thickness equal to the width of the joint.
- D. The joint filler shall be cut to the same shape and size as the adjoining surfaces. It shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.
- E. Immediately after the forms are removed, the expansion joints shall be inspected carefully. Any concrete or mortar that has sealed across the joint shall be removed.
- F. Joint sealer for use in deck joints shall be of the type shown on the Drawings conforming to the requirements of Article 2.4 (Joint Filler) of this Section. The faces of all joints to be

sealed shall be free of foreign matter, paint, curing compound, oils, greases, dirt, free water, and laitance.

- G. Elastomeric Compression Seals. The joint seal shall be shaped as shown on the Drawings. It shall be installed by suitable hand or machine tools and thoroughly secured in place with a lubricant-adhesive recommended by the seal manufacturer. The lubricant-adhesive shall cover both sides of the seal over the full area in contact with the sides of the joint.
- H. The seal shall be in one piece for the full width of the joint. Any joints at curbs shall be sealed adequately with additional adhesive.
- I. The seal may be installed immediately after the curing period of the concrete. Temperature limitations of the lubricant-adhesive as guaranteed by the manufacturer shall be observed.
- J. Strip Seals. Expansion joint strip seals shall be as shown on the Drawings, and composed of a steel extrusion and an extruded strip seal. The steel shall conform to ASTM A242 or A588. Strip seals shall be one piece for the length of the joint.
- K. Installation of the expansion joints shall be in accordance with the manufacturer's recommendations, except that the joint opening shall be adjusted for the dimensions indicated on the Drawings.

3.4 FINISHING CONCRETE SURFACES

- A. All concrete surfaces exposed in the completed WORK shall receive an Ordinary Finish, as described below, unless otherwise noted on the Drawings.

3.5 ORDINARY FINISH

- A. An Ordinary Finish is defined as the finish left on a surface after the removal of the forms, the filling of all holes left by form ties, and the repairing of all defects. The surface shall be true and even, free from stone pockets and depressions or projections. All surfaces that cannot be satisfactorily repaired shall be given a Rubbed Finish.
- B. The concrete in caps and tops of walls shall be struck off with a straightedge and floated to true grade. The use of mortar topping for concrete surfaces shall in no case be permitted.
- C. As soon as the forms are removed, metal devices that have been used for holding the forms in place, and which pass through the body of the concrete, shall be removed or cut back at least one inch beneath the surface of the concrete. Fins of mortar and all irregularities caused by form joints shall be removed.
- D. All small holes, depressions, and voids that show upon the removal of forms, shall be filled with cement mortar mixed in the same proportions as that used in the body of the WORK. In patching larger holes and honeycombs, all coarse or broken material shall be chipped away until a dense uniform surface of concrete exposing solid coarse aggregate is obtained. Feathered edges shall be cut away to form faces perpendicular to the surface. All surfaces of the cavity shall be saturated thoroughly with water, after which a thin layer of neat

cement mortar shall be applied. The cavity shall then be filled with stiff mortar composed of one part portland cement to two parts sand, which shall be thoroughly tamped into place. The mortar shall be pre-shrunk by mixing it approximately 20 minutes before using. The length of time may be varied in accordance with brand of cement used, temperature, humidity, and other local conditions. The surface of this mortar shall be floated with a wooden float before initial set takes place and shall be neat in appearance. The patch shall be kept wet for a period of five days.

- E. For patching large or deep areas, coarse aggregate shall be added to the patching material. All mortar for patching on surfaces which will be exposed to view in the completed structure shall be color matched to the concrete. Test patches for color matching shall be conducted on concrete that will be hidden from view in the completed WORK and shall be subject to approval.

3.6 CURING CONCRETE

A. Water Curing:

1. All concrete surfaces shall be kept wet for at least seven (7) days after placement if Type I or II cement has been used or for three days if Type III cement has been used. Concrete shall be covered with wet burlap, cotton mats, or other materials meeting the requirements of AASHTO M 171 immediately after final finishing of the surface. These materials shall remain in place for the full curing period or they may be removed when the concrete has hardened sufficiently to prevent marring. The surface shall immediately be covered with sand, earth, straw, or similar materials.
2. In either case the materials shall be kept thoroughly wet for the entire curing period. All other surfaces, if not protected by forms, shall be kept thoroughly wet, either by sprinkling or by the use of wet burlap, cotton mats, or other suitable fabric, until the end of the curing period. If wood forms are allowed to remain in place during the curing period, they shall be kept moist at all times to prevent opening at joints.

- B. Membrane Curing. Liquid membrane curing compound meeting the requirements of AASHTO M 148, Type I, may be permitted, subject to approval by the ENGINEER. Compounds utilizing linseed oil shall not be used. All finishing of concrete surfaces shall be performed to the satisfaction of the ENGINEER prior to applying the impervious membrane-curing compound. The concrete surfaces must be kept wet with water continuously until the membrane has been applied. The manufacturer's instructions shall be carefully followed in applying the membrane. In all cases, the membrane-curing compound must always be thoroughly mixed immediately before application. If the membrane becomes marred, worn, or in any way damaged, it must immediately be repaired by wetting the damaged area thoroughly and applying a new coat of the impervious membrane-curing compound. Membrane curing will not be permitted for concrete slabs that are to be covered with waterproof membranes, for polymer modified concrete or at construction joints.

3.7 BACKFILLING

- A. Unbalanced backfilling against concrete structures will not be permitted until the concrete has attained a compressive strength of not less than 80% of the ultimate strength (f'_c) shown on the Drawings.
- B. The compressive strength shall be determined from informational test cylinders cured on the site under similar conditions of temperature and moisture as the concrete in the structure.

3.8 CLEANING UP

- A. Upon completion of the structure and before final acceptance, the CONTRACTOR shall remove all form work, bracing, and stakes used to construct the concrete forms.

END OF SECTION 321313

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Reference Section 03 30 00 Cast in Place Concrete and Section 32 13 13 Site Concrete.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary for furnishing and installing concrete structures in accordance with these Specifications and in reasonably close conformity with the lines, grades, details, and locations shown on the Drawings or directed by the ENGINEER.
- B. Civil Concrete Structures include but are not limited to the chain link vehicle access gate concrete slab and the Additive Alternate No. 1 work, if awarded which includes the concrete leveling course anchored into the existing rock surface.

1.3 SUBMITTALS

- A. Material Certificates: For each of the following, signed by manufacturer:
 - 1. Form-release agents.
 - 2. Joint filler for concrete sidewalk, curbs and site walls.
 - 3. Reinforcing steel shop drawings.
 - 4. Concrete mix design.
- B. Manufacturer product literature for loading dock bumpers.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portland Cement shall conform to the requirements of AASHTO M 85.
- B. Aggregate shall be clean, durable, uniformly graded sand and gravel, or crushed stone, 100 percent passing a 1 1/2 inch sieve and containing not more than five percent passing a U.S. No. 200 sieve.
- C. Air-entraining admixtures shall conform to the requirement of AASHTO M 154.
- D. Water shall be obtained from a potable water system, unless otherwise permitted in writing by the ENGINEER.
- E. Curing materials shall conform to the requirements of AASHTO M 182, AASHTO M 171, or AASHTO M 148, as appropriate, except that AASHTO M 148 is modified to prohibit the use of compounds utilizing linseed oil.

- F. Reinforcing Steel shall conform to the requirements of AASHTO M 31.
- G. Joint Fillers shall be of the type specified in the contract, and shall conform to the appropriate following requirements:
 - 1. Poured filler shall conform to AASHTO M 173 or AASHTO M 282 as specified.
 - 2. Hot-poured sealants for concrete and asphaltic pavements shall conform to ASTM D 3405, color gray.
 - 3. Hot-poured elastomeric type sealant for concrete pavements shall conform to ASTM D 3406, color gray.
 - 4. Cold-poured silicone type sealant for concrete pavements shall conform to Federal Specification TT-S-1543, Class A. The sealant shall be one part, low-modulus silicone rubber with an ultimate elongation of 1,200 percent, color gray.
 - 5. Preformed fiber expansion joint fillers shall conform to AASHTO M 213 for non-extruding and resilient bituminous types.

2.2 COMPOSITION OF CONCRETE

- A. Portland cement concrete will ordinarily be accepted on the basis of certification.
- B. The concrete shall contain three to six percent of entrained air, as determined by AASHTO T 152. Concrete shall have a slump of not more than four inches as determined by AASHTO T 119.
- C. Concrete shall contain not less than 611 pounds of cement and not more than 300 pounds of water per cubic yard.
- D. The minimum 28-day compressive strength of site concrete shall be as specified in the Drawings.
- E. The concrete shall be subject to acceptance or rejection by visual inspection at the job site. Re-tempering concrete will not be permitted.
- F. The CONTRACTOR shall submit for approval the following:
 - 1. The type and sources of aggregates and cement.
 - 2. Scale weights of each aggregate proposed as pounds per cubic yard of concrete.
 - 3. Quantity of water proposed as pounds per cubic yard of concrete.
 - 4. Quantity of cement proposed as pounds per cubic yard of concrete.
 - 5. Air content.
 - 6. Slump.
- G. When a commercial supplier is used, the CONTRACTOR shall furnish a certification with each truckload of concrete certifying that the material and mix proportions used are in conformance with the approved mixture.
- H. Concrete complying with Section 32 13 13 – Site Concrete will be acceptable as an approved mixture with appropriate certification.

- I. The ENGINEER may make and test cylinders for strength determinations.

2.3 FORMS

- A. Forms shall be designed and constructed to be removed without injuring the concrete. They shall be free of bulge and warp, and constructed so the finished concrete will be of the form and dimensions shown on the Drawings, and true to line and grade. Forms for concrete containing a retarding admixture shall be designed for a lateral pressure equal to that exerted by a fluid weighing 150 pounds per cubic foot.

PART 3 - EXECUTION

3.1 PLACING CONCRETE

- A. Concrete shall be placed to avoid segregation of materials and shall be consolidated with mechanical vibrators in accordance with Section 32 13 13 – Site Concrete.
- B. When concrete is placed by the pumping method or by tremie operations, the use of aluminum pipe or conduit for transporting the concrete will not be permitted.
- C. The intervals between delivery of batches for a single pour shall not exceed 30 minutes.
- D. When placing concrete at or below an atmospheric temperature of 35 °F the CONTRACTOR shall comply with the applicable requirements of Section 32 13 13 – Site Concrete.

3.2 FINISHING CONCRETE SURFACES

- A. All concrete surfaces shall have an ordinary finish in accordance with the requirements of Section 32 13 13 – Site Concrete, except "Concrete International Corporation" Ashford formula shall be used as a curing compound.

3.3 CURING CONCRETE

- A. All concrete will be cured a minimum of seven days, or, if high early strength cement is used, a minimum of three days. The concrete shall be cured in accordance with Section 32 13 13 – Site Concrete.

END OF SECTION 321314

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.
- B. Reference Section 32 13 13 Site Concrete.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization, demobilization and equipment necessary for furnishing and installing galvanized chain link fence with three-strand barb wire and a cantilever rolling gate as shown on the Drawings.
- B. The WORK in this Section includes commercial chain link fence and gates specifications:
 - 1. Galvanized steel chain link fence fabric
 - 2. Galvanized steel posts and fence framework including all hardware and fasteners
 - 3. Cantilever rolling gate assembly
 - 4. Three strand barbed wire
 - 5. Installation

1.3 REFERENCES

- A. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- B. ASTM F567 Standard Practice for Installation of Chain Link Fence
- C. ASTM F626 Specification for Fence Fittings
- D. ASTM A392, Class 2 Specification for Chain Link Fence Fabric galvanized after weaving
- E. ASTM F900 Specification for Industrial and Commercial Swing Gates
- F. ASTM F1043 Specification for Strength and Protective Coatings of Steel Industrial Chain Link Fence Framework
- G. ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- H. ASTM F1184 Specification for Industrial and Commercial Horizontal Slide Gates

1.4 SUBMITTALS

- A. Shop drawings of chain link fence, fence posts, three strand barb wire, cantilever rolling gate, and gate posts with material certifications.

- B. Shop drawings of the fence post base plate and sleeve for the Additive Alternate No. 1 work, if awarded.
- C. Specification Changes: May not be made after the date of bid.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Chain link fence framework, posts, rails, fabric, barb wire, rolling gates and fittings for chain link fence system as manufactured by MERCHANTS METALS or approved equal.

2.2 CHAIN LINK FABRIC

- A. Steel Chain Link Fabric: 8' high, 2" mesh, 9 gauge core, knuckle finish at one end, twist at the other, ASTM A392, Class 2 galvanized after weaving.

2.3 ROUND STEEL PIPE FENCE FRAMEWORK

- A. Round steel pipe and rail: Schedule 40 standard weight pipe, in accordance with ASTM F1083, 1.8 oz/ft² hot dip galvanized zinc exterior and 1.8 oz/ft² hot dip galvanized zinc interior coating.

Regular Grade: Minimum steel yield strength 30,000 psi (205 MPa)

1. Line, brace and pull post: 2-3/8" OD
2. End and corner post: 2-7/8" OD
3. Top and bottom rails: 1-5/8" OD

2.4 BARBED WIRE

- A. Three strand barb wire: Comply with A121, design number 12-4-5-14R, double 12-1/2 gauge twisted strand wire, with 4 point 14 gauge round barb spaced 6 inches on center. Match coating type to that of chain link fence fabric.

2.5 FITTINGS

- A. Tension and Brace Bands: Galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge, minimum width of 3/4 in. and minimum zinc coating of 1.20 oz/ft². Secure bands with 5/16 in. galvanized steel carriage bolts.
- B. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft².

- C. Truss Rod Assembly: In compliance with ASTM F626, 3/8 in. or 5/16" diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft², assembly capable of withstanding a tension of 2,000 lbs. (970 kg).
- D. Tension Bars: In compliance with ASTM F626. Galvanized steel one-piece length 2 in. less than the fabric height. Minimum zinc coating 1.2 oz. /ft². Bars for 2 in. mesh shall have a minimum cross section of 3/16 in. by 3/4 in.
- E. Barbed Wire Arms: In compliance with ASTM F626, pressed steel galvanized after fabrication, minimum zinc coating of 1.20 oz. /ft², capable of supporting a vertical 250 lb load. Type I – three strand 45 degree arm.

2.6 TIE WIRE and HOG RINGS

- A. Basic commercial applications - specify 9 gauge core aluminum alloy ties and hog rings per ASTM F626.

2.7 CANTILEVER ROLLING GATE

- A. Cantilever rolling gate shall be heavy duty galvanized steel pipe welded fabrication in compliance with ASTM F900. As shown on the drawings, gate frame members 2" OD with 1-5/8" diagonal bracing, ASTM F 1083 schedule 40 galvanized steel pipe. Frame members spaced no greater than 8 ft. apart vertically and horizontally. Welded joints protected by applying zinc-rich paint in accordance with ASTM Practice A780.
- B. Cantilever rolling gate shall have a positive locking gate latch.
- C. Cantilever roller assembly shall be nylon.
- D. Double wheel roller assembly shall be attached to leading edge of gate with 8" rubber wheels.

2.8 CONCRETE

- A. Concrete for fence and gate post footings and cantilever rolling gate shall have a 28-day compressive strength of 3,000 psi.

PART 3 EXECUTION

3.1 FENCE LINE

- A. The chain link fence line shall be cleared of obstructions to provide a clear and neat installation. Grading and removal of debris laying on ground including rocks and boulders, for the fence line or any required clear areas adjacent shall be performed by the CONTRACTOR prior to fence installation.

3.2 FENCE FRAMEWORK INSTALLATION

- A. Fence and gate posts shall be set plumb in a concrete footing done by excavation, a concrete footing done by use of a rock drill, or installed with a base plate and sleeve

anchored into the rock surface in accordance with ASTM F567. Footing depth and dimensions and the base plate and sleeve shall be as specified in the Drawings.

- B. Splice top rail using top rail sleeves minimum 6 in. long. Rail shall be secured to the terminal post by a brace band and rail end. Bottom rail or intermediate rail shall be field cut and secured to the line posts using boulevard clamps or brace band with rail end.
- C. End, corner, pull and gate posts shall be braced and trussed for fence 8 ft. and higher. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.

3.3 CHAIN LINK FABRIC INSTALLATION

- A. Chain Link Fabric: Install fabric to outside of the framework maintaining a ground clearance of no more than 2 inches. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. carriage bolts spaced no greater than 12 inches on center. Chain link fabric to be stretched taut free of sag. Fabric to be secured to the line post with 9 gauge tie wires spaced no greater than 12 inches on center and to horizontal rail spaced no greater than 18 inches on center.

3.4 BARBED WIRE INSTALLATION

- A. Barbed wire shall be stretched taunt between terminal posts and secured in the slots provided on the line post barb arms. Attach each strand of barbed wire to the terminal posts and line posts using a brace band. Face barb arm as shown on the drawings.

3.5 NUTS AND BOLTS

- A. Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

3.6 CLEAN UP

- A. At the completion of the project the area of the fence line shall be left neat and free of any debris caused by the installation of the fence. The cantilever gates shall move freely without hanging up on debris or finish grade material.

END OF SECTION 323113

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The WORK under this Section includes providing all labor, materials, tools, mobilization and demobilization and equipment necessary for furnishing and installing storm drain pipe culverts in accordance with these Specifications and in reasonably close conformity with the lines and grades shown on the Drawings or as directed by the ENGINEER.
- B. This WORK also includes furnishing and installing the culvert coupling band connection fittings to connect P-1 to the existing 39” CMP culvert as shown on the Drawings.
- C. The WORK allows the CONTRACTOR the option of installing a 36” CMP culvert with an ENGINEER approved culvert coupling system to join the existing 39” CMP to a new 36” CMP culvert as shown on the Drawings.

1.3 SUBMITTALS

- A. Storm Sewer Pipe: Material certifications stating conformance with requirements of this section and manufacturer’s catalog cuts of pipe materials and pipe coupling connection fittings.
- B. Storm Sewer coupling connection system for dissimilar CMP pipe diameters.

PART 2 – PRODUCTS

2.1 POLYMER-COATED STEEL CULVERTS

- A. Polymer-coated steel culverts and special sections (such as elbows and branch connections) shall conform to the applicable requirements of AASHTO M 245 and AASHTO M246. Unless otherwise specified, the polymer coating shall be type B. The 0.010 inch thickness shall be on the inside surface of the pipe.
- B. Coupling bands shall conform to AASHTO M 245 except the use of bands with projections (dimples) is not acceptable.
- C. Steel sheets of the required composition may be furnished with commercially produced corrugation dimensions other than those specified in AASHTO M 245 if shown on the Drawings or approved by the ENGINEER.

2.2 UNDERGROUND MARKING TAPE

- A. Underground Marking Tape shall be yellow, at least 4-inches wide, 4-mil thick, polyethylene tape with a metallic backing capable of being traced with locators. The tape shall have black letters with the following wording: “Caution: Storm Sewer Line Buried

Below”, or similar. The marking tape shall be installed 12-inches above the top of all storm sewer pipe or roof gutter connection pipe.

PART 3 – EXECUTION

3.1 CONSTRUCTION

- A. Excavation, Bedding, and Backfill shall conform to the requirements of Section 31 20 02 – Trenching. All pipe shall have a minimum cover of 12 inches, unless otherwise shown on the Drawings or directed by the ENGINEER.
- B. The pipe laying shall begin at the downstream end of the pipe. The lower segment of the pipe shall be in contact with the shaped bedding throughout its full length. Bell or groove ends of rigid pipe and outside circumferential laps of flexible pipe shall be placed facing upstream.
- C. Joints shall be made with rubber gaskets.
- D. Flexible conduits shall be firmly joined by approved coupling bands.
- E. Conduit shall be inspected before any backfill is placed. Any pipe found to be substantially out of alignment, unduly settled, or damaged shall be taken up and relaid or replaced.
- F. Installation of all pipes shall conform to the manufacturer's recommended procedures. These Specifications and the Drawings shall take precedence over the manufacturer's recommendations in the event of conflict, if more restrictive.
- G. Pipe culvert shall be installed as shown on the Drawings, unless otherwise directed by the ENGINEER. All bends, couplings and other fittings necessary to connect to existing pipes or flows shall be approved by the ENGINEER.
- H. All cut corrugations on CMP pipe shall be cleared of all water and completely grouted to prevent the accumulation of water.

END OF SECTION 334100