

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Valdez Glacier Stream Training Dike and Riprap Revetment

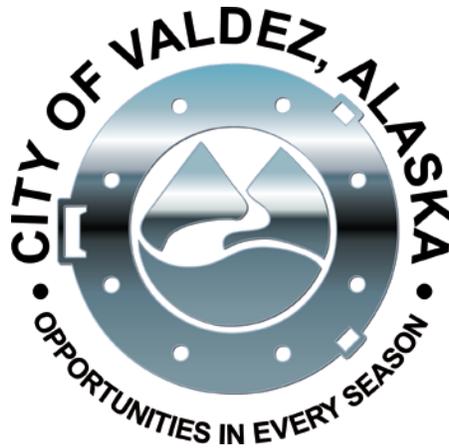
Project Number: 17-310-8065

Contract Number: 1319

Cost Code: 310-8065-58000

Issued for Construction

Date: July 19, 2017



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Scott Benda

Construction Plan Set Completed By:
**United States Department of Agriculture -
Natural Resources Conservation Service**

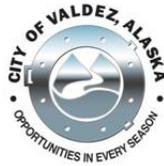


**City of Valdez
Contract Documents**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

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**City of Valdez
Invitation to Bid**

Date: July 19, 2017

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

This project includes, but is not necessarily limited to: Construct a 2200' long gravel and riprap revetment along Copper Avenue on the northwest bank of the Valdez Glacier Stream.

Engineers Estimate for construction under \$1,800,000.

Sealed bids will be accepted until 2:00pm local time on August 2, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on July 26, 2017 at 2:00pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at www.ci.valdez.ak.us; documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

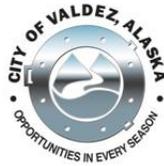
Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.ci.valdez.ak.us> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

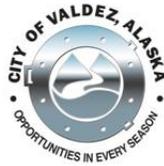
1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write "NONE" on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
Valdez Glacier Stream Training
Dike and Riprap Revetment
PROJECT NO. 17-310-8065
CONTRACT NO. 1319
DATE OF BID OPENING: August 2, 2017

CAPITAL FACILITIES DIRECTOR
CITY OF VALDEZ
300 AIRPORT ROAD, SUITE 201
P.O. BOX 307
VALDEZ, AK 99686

6. Preparation of Bids

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.



Facsimile number to use is (907) 835-5574.

7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of intent to award.

- A. Contract Bond (Payment Bond: See Bonding Requirements below)
- B. Contract Bond (Performance Bond: See Bonding Requirements below)
- C. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- D. Certificate of good standing for a Corporation or LLC
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form

9. Bonding Requirements

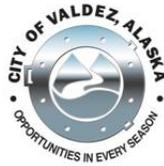
- A. Bid Security (Bid Bond or Certified Check)

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award



has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.

B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

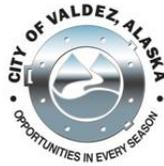
Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.

11. Withdrawal of Bids



Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.

12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

Section 2.80.020 Definitions

“Local bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:
 - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
 - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
 - c. Has current state business licenses and city business registrations;
 - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten



percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

16. Award of Bid

The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held July 26, 2017, at 2:00pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



**City of Valdez
Addendum Acknowledgement**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number _____ Dated _____ Initials _____

Company Name

Authorizing Name

Date

Title

Signature



**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

<u>Item No.</u>	<u>Item Description</u>	<u>Spec. No.</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Clearing and Grubbing	CS-2	Lump Sum	1		
2	Pollution Control	CS-5	Lump Sum	1		
3	Seeding, Fertilizing and Mulching	CS-6	Lump Sum	1		
4	Construction Surveys	CS-7	Lump Sum	1		
5	Mobilization and Demobilization	CS-8	Lump Sum	1		
6	Excavation, Unclassified	CS-21	CY	11,395		
7	Earthfill	CS-23	CY	17,619		
8	Gradation Testing, Rock Riprap	CS-61	Each	6		
9	Rock Riprap	CS-61	CY	15,584		
10	Contractor Quality Control	CS-94	Lump Sum	1	N/A	
11	Critical Path Scheduling	CS-400	Lump Sum	1		



**City of Valdez
Bid Schedule
Page 2 of 2**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

Total Bid Amount:

_____ Dollars _____ Cents

(\$ _____)

I, _____, hereinafter called Bidder, an individual doing business as _____, (strike out inapplicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this _____ day of _____, 201____

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

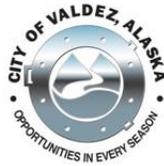
CORPORATE SEAL

Federal I.D. or S.S.N.

ATTEST:

Signature of Corporate Sec.

Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez
P.O. Box 307
Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day or _____, 201_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



**City of Valdez
Agreement Page 1 of 2**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

This agreement is made _____ day of _____, 201____, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

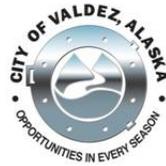
**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: _____ **dollars and** _____ **cents** (**\$XXX,XXX**).

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice To Proceed and to complete all work in accordance with the contract documents and addendums by October 8, 2017. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of one thousand five hundred (\$1,500.00) for each calendar day in excess of the completion date specified in the written Notice To Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



**City of Valdez
Agreement Page 2 of 2**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

COMPANY NAME

City of Valdez, Alaska, Authorized

Signature

Ruth E. Knight, Mayor

Name

Date

Title

Attested:

Sheri L. Pierce, MMC, City Clerk

Date

Date

Mailing Address

Recommended:

Elke Doom, City Manager

City, State, Zip Code

Date

Federal I.D. or S.S.N.

Dean Day, P.E., Capital Facilities Director

Corporate Secretary

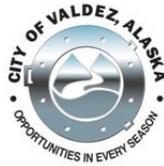
Date

Approved as to Form:

Brena, Bell & Clarkson, P.C.

Attest: _____
Corporate Secretary

Attorney for the City of Valdez



**City of Valdez
Labor and Material Payment Bond**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$_____),
(Here insert a sum equal to the contract amount)

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

WHEREAS,

Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

in accordance with Drawings and Specifications prepared by

**United States Department of Agriculture
Natural Resources Conservation Service**

which contract is be reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Labor and Material Payment Bond**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 201____

(Witness)

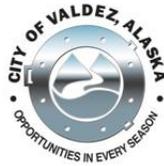
(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



Performance Bond

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065 / Contract Number: 1319**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$)

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

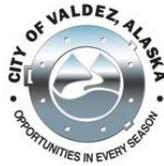
Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

in accordance with Drawings and Specifications prepared by

**United States Department of Agriculture
Natural Resources Conservation Service**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this ____ day of _____, 20____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



**City of Valdez
Contractor Certificate of Substantial Completion**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 201__.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



**City of Valdez
Contract Release Page 1 of 2**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

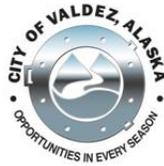
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ _____
as full of final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



**City of Valdez
Contract Release Page 2 of 2**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20____.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires: _____



City of Valdez Special Provisions

Project: Valdez Glacier Stream Training Dike and Riprap Revetment Project Number: 17-310-8065/ Contract Number: 1319

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to: Construct an approximately 2200’ long gravel and riprap revetment along Copper Avenue on the northwest bank of the Valdez Glacier Stream in accordance with the plans and specifications prepared by the USDA Natural Resources Conservation Service.

SP 03 Time of Completion

All work shall be completed by October 8, 2017.

Liquidated damages will be assessed in the sum of one thousand five hundred dollars (\$1,500.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City of Valdez) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

A recently created staging area will be provided next to the project site on Copper Ave.

Cleared materials may be disposed of next to the northwest side of the staging area.

SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.



Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

Contractor shall be solely responsible for damage to public or private property caused by construction operations. The contractor shall take all precautions necessary to control dust. Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractors shall be responsible for all associated clean up costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.

SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been



reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: “Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code.” Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer’s deposits.

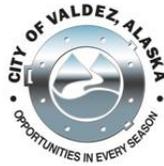
SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the Engineer’s Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawings titled “Training Dike and Riprap Revetment”. These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Valdez Glacier Stream Training Dike and Riprap Revetment
Project Number: 17-310-8065/ Contract Number: 1319**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Link:

<http://labor.alaska.gov/lss/forms/pamp600-040117.pdf>

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2017
Issue 34

Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600

ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**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, 2017

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2017.

All projects with a final bid date of April 11, 2017, or later, must pay the prevailing wage rates contained in this pamphlet. 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, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Drygas".

Heidi Drygas
Commissioner

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

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

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.

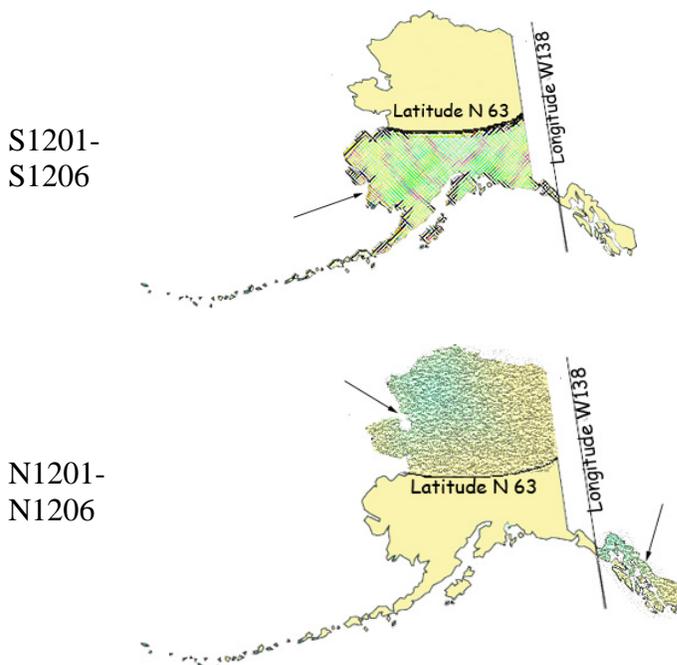
Sec. 36.05.900. Definition.

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.

ADDITIONAL INFORMATION

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:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the 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 project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**** NEW ** APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

- | | | |
|---------------|-----------------------------------|--------------------------|
| Boilermakers | Elevator Constructors & Mechanics | Plumbers and Pipefitters |
| Bricklayers | Insulation Workers | Roofers |
| Carpenters | Ironworkers | Sheetmetal Workers |
| Cement Masons | Laborers | Surveyors |

Culinary Workers
Electricians
Equipment Operators

Mechanics
Millwrights
Painters
Piledriving Occupations

Sprinkler Fitters
Truck Drivers
Tug Boat Workers
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

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 & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

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

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

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

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

Laborers' & Mechanics' Minimum Rates of Pay

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

A0101	Boilermaker (journeyman)	44.26	8.57	15.34	1.60	VAC 3.00	SAF 0.34	73.11
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	40.81	9.53	8.50	0.55	L&M 0.15	0.49	60.03
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Bricklayer
 Marble or Stone Mason
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
 Terrazzo Worker
 Tile Setter

A0202	Tuck Pointer Caulker	40.81	9.53	8.50	0.55	L&M 0.15	0.49	60.03
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Cleaner (PCC)

A0203	Marble & Tile Finisher	34.79	9.53	8.50	0.55	L&M 0.15	0.49	54.01
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Terrazzo Finisher

A0204	Torginal Applicator	38.83	9.53	8.50	0.55	L&M 0.15	0.49	58.05
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	38.34	9.78	14.56	0.70	L&M 0.10	SAF 0.15	63.63
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10		58.01
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Application of Sealing Compound
 Application of Underlayment
 Building, General
 Cement Mason (journeyman)
 Concrete

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, Region I (North of N63 latitude)

**See note on last page if remote site

N0401 Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Concrete Paving
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Spackling/Skim Coating

N0402 Group II, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Form Setter

N0403 Group III, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Concrete Saw (self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator

N0404 Group IV, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder
- Tunnel Worker

N0405 Group V, including:	37.75	7.43	11.80	1.18	L&M 0.10	58.26
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- Plasterer

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401 Group I, including:	37.25	7.43	11.80	1.18	L&M 0.10	57.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

							L&M	
S0401	Group I, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
S0402	Group II, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Form Setter							
S0403	Group III, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
S0404	Group IV, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
S0405	Group V, including:	37.50	7.43	11.80	1.18	0.10		58.01
	Plasterer							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers * See note on last page							
A0501	Baker/Cook	25.67	7.25	6.66		LEG 0.07	39.65
A0503	General Helper	22.67	7.25	6.66		LEG 0.07	36.65
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	7.25	6.66		LEG 0.07	40.20
A0505	Head Housekeeper	23.04	7.25	6.66		LEG 0.07	37.02
	Head Kitchen Help						
Dredgemen							
**See note on last page if remote site							
A0601	Assistant Engineer	39.51	9.30	12.25	1.00	L&M 0.10	62.16
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.35	9.30	12.25	1.00	L&M 0.10	61.00
A0603	Fireman	38.79	9.30	12.25	1.00	L&M 0.10	61.44
A0605	Leverman Clamshell	42.04	9.30	12.25	1.00	L&M 0.10	64.69
A0606	Leverman Hydraulic	40.28	9.30	12.25	1.00	L&M 0.10	62.93
A0607	Mate & Boatman	39.51	9.30	12.25	1.00	L&M 0.10	62.16
A0608	Oiler (dredge)	38.79	9.30	12.25	1.00	L&M 0.10	61.44
Electricians							
A0701	Inside Cable Splicer	39.82	12.67	13.01	0.95	L&M 0.20 LEG 0.15	66.80

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

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

A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.67	13.25	0.95	L&M	LEG	66.71
A0703	Power Cable Splicer	52.27	12.67	18.76	0.95	0.20	0.15	85.00
A0704	Tele Com Cable Splicer	47.45	12.67	15.44	0.95	L&M	LEG	76.86
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.67	18.71	0.95	L&M	LEG	83.20
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.67	18.56	0.95	L&M	LEG	78.23
A0707	Straight Line Installer - Repairman	45.70	12.67	15.39	0.95	L&M	LEG	75.06
A0708	Powderman	48.52	12.67	18.65	0.95	L&M	LEG	81.14
A0710	Material Handler	26.57	11.97	4.78	0.15	L&M	LEG	43.77
A0712	Tree Trimmer Groundman	27.17	12.67	11.56	0.15	L&M	LEG	51.85
A0713	Journeyman Tree Trimmer	35.84	12.67	11.82	0.15	L&M	LEG	60.78
A0714	Vegetation Control Sprayer	39.29	12.67	11.92	0.15	L&M	LEG	64.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.67	12.96	0.95	L&M	LEG	65.00

Elevator Workers

A0802	Elevator Constructor	37.63	15.28	15.71	0.60	L&M	VAC	72.95
A0803	Elevator Constructor Mechanic	53.76	15.28	15.71	0.60	L&M	VAC	91.62

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	9.51	1.20		SAF	58.75
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	9.51	1.20		SAF	58.75
A0904	Insulator, Group II	38.68	9.24	9.51	1.20		SAF	58.75
A0905	Fire Stop	38.68	9.24	9.51	1.20		SAF	58.75

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	8.33	19.87	1.57		L&M	IAF	66.58
	Bender Operators								
	Bridge & Structural								
	Machinery Mover								
	Ornamental								
	Reinforcing								
	Rigger								
	Sheeter								
	Signalman								
	Stage Rigger								
	Toxic Haz-Mat Work								
	Welder								
A1102	Helicopter	37.25	8.33	19.87	1.57		L&M	IAF	67.58
	Tower (energy producing windmill type towers to include nacelle and blades)								
A1103	Fence/Barrier Installer	32.75	8.33	19.62	1.47		L&M	IAF	62.73
	Guard Rail Installer								
A1104	Guard Rail Layout Man	33.49	8.33	19.62	1.47		L&M	IAF	63.47

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

**See note on last page if remote site

N1201	Group I, including:	30.55	8.21	17.06	1.25		L&M	LEG	57.47
	Asphalt Worker (shovelman, plant crew)								

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 note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20 57.47
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20 58.47

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

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 note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20 58.47
	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)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunit Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Scaffold Building & Erecting						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						
	Timberman						

					L&M	LEG	
N1203	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20 59.37
	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						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

N1203 Group III, including:	32.45	8.21	17.06	1.25	L&M	LEG	59.37
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Welding Certified (in connection with laborer's work)

N1204 Group IIIA	35.73	8.21	17.06	1.25	L&M	LEG	62.65
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

N1205 Group IV	20.12	8.21	17.06	1.25	L&M	LEG	47.04
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- Final Building Cleanup
- Permanent Yard Worker

N1206 Group IIIB	39.27	5.50	17.06	1.25	L&M	LEG	63.48
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- Federally Licensed Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

**See note on last page if remote site

S1201 Group I, including:	30.55	8.21	17.06	1.25	L&M	LEG	57.47
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- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, grouting, curing, 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 note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	57.47
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
S1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	58.47
	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)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

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 note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47

- 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:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

- 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	35.73	8.21	17.06	1.25	0.20	0.20	62.65

- 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)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- 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

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

**See note on last page if remote site

S1205	Group IV	20.12	8.21	17.06	1.25	L&M	LEG	47.04
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Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	39.27	5.50	17.06	1.25	L&M	LEG	63.48
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Federally Licensed Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

Millwrights

A1251	Millwright (journeyman)	36.74	9.78	12.21	1.00	L&M	0.05	60.18
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A1252	Millwright Welder	37.74	9.78	12.21	1.00	L&M	0.05	61.18
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1301	Group I, including:	32.07	8.03	11.10	1.08	L&M	0.07	52.35
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Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

N1302	Group II, including:	32.59	8.03	11.10	1.08	L&M	0.07	52.87
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Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist
Machine/Automatic Taping
Pot Tender
Sandblasting
Specialty Painter
Spray
Structural Steel Painter

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1302	Group II, including:	32.59	8.03	11.10	1.08	L&M 0.07	52.87
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	38.63	8.03	12.46	1.05	0.05	60.22
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.31	8.03	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1301	Group I, including :	30.31	8.03	10.85	1.08	L&M 0.07	50.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	31.56	8.03	10.85	1.08	L&M 0.07	51.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	31.66	8.03	10.85	1.08	L&M 0.07	51.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1304	Group IV, including:	38.63	8.03	11.71	1.08		L&M	59.52
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	29.31	8.03	5.02	0.83		L&M	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Piledrivers

**See note on last page if remote site

A1401	Piledriver	38.34	9.78	14.56	0.70		L&M	IAF	63.63
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

A1402	Piledriver-Welder/Toxic Worker	39.34	9.78	14.56	0.70		L&M	IAF	64.63
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A1403	Remotely Operated Vehicle Pilot/Technician	42.65	9.78	14.56	0.70		L&M	IAF	67.94
	Single Atmosphere Suit, Bell or Submersible Pilot								

A1404	Diver (working) ***See note on last page	82.45	9.78	14.56	0.70		L&M	IAF	107.74
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A1405	Diver (standby) ***See note on last page	42.65	9.78	14.56	0.70		L&M	IAF	67.94
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A1406	Dive Tender ***See note on last page	41.65	9.78	14.56	0.70		L&M	IAF	66.94
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A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	9.78	14.56	0.70		L&M	IAF	69.19
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Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.81	8.25	14.60	1.25		L&M	S&L	66.01
	Plumber								

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

Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.81	8.25	14.60	1.25		L&M 1.10	S&L 66.01
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Welder

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	39.85	8.88	12.72	1.25		L&M 0.20	62.90
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Plumber

Welder

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	38.02	12.97	11.25	2.50		L&M 0.24	64.98
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Plumber

Welder

Power Equipment Operators
**See note on last page if remote site

A1601	Group I, including:	40.28	9.30	12.25	1.00		L&M 0.10	62.93
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
 - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)

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 note on last page if remote site

					L&M		
A1601 Group I, including:		40.28	9.30	12.25	1.00	0.10	62.93
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
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)							
Licensed Line & Grade							
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							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
Remote Controlled Equipment							
Scraper (through 40 yards)							
Service Oiler/Service Engineer							
Shot Blast Machine							
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
Sideboom (under 45 tons)							
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)							
Sub Grader (Gurries, Reclaimer & similar types)							
Tack Tractor							
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
Unlicensed Off-Road Hauler							
Wate Kote Machine							

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 note on last page if remote site

A1602 Group IA, including:	42.04	9.30	12.25	1.00	L&M		0.10	64.69
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- 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, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- 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

A1603 Group II, including:	39.51	9.30	12.25	1.00	L&M		0.10	62.16
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Grade Checker
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.79	9.30	12.25	1.00	L&M		0.10	61.44
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

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

Sheet Metal Workers, Region I (North of N63 latitude)

						L&M	
N1801	Sheet Metal Journeyman	47.13	10.16	10.64	1.45	0.12	69.50

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

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

						L&M	
S1801	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	0.37	65.38

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Sheet Metal Workers, Region II (South of N63 latitude)

S1801	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	L&M 0.37	65.38
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	46.00	9.17	13.65	0.47	L&M 0.25	69.54
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.81	10.58	10.39	1.35	L&M 0.10	65.23
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A2002	Party Chief	41.22	10.58	10.39	1.35	L&M 0.10	63.64
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A2003	Line & Grade Technician/Office Technician	40.62	10.58	10.39	1.35	L&M 0.10	63.04
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.50	10.58	10.39	1.35	L&M 0.10	60.92
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A2005	Stake Hop/Grademan	35.57	10.58	10.39	1.35	L&M 0.10	57.99
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A2006	Chain Person (for crews with more than 2 people)	34.16	10.58	10.39	1.35	L&M 0.10	56.58
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.59	10.58	10.39	1.35	L&M 0.10	62.01
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

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 note on last page if remote site

A2101 Group I, including:	39.59	10.58	10.39	1.35	L&M		0.10	62.01
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- Material Coordinator and Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

A2102 Group 1A including:	40.86	10.58	10.39	1.35	L&M		0.10	63.28
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- Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
- Jeeps (driver under load)

A2103 Group II, including:	38.33	10.58	10.39	1.35	L&M		0.10	60.75
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- All Deltas, Commanders, Rollagons, & similar equipment
- Boom Truck/Knuckle Truck (over 5 tons)
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy & 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)
- Lowboys (including attached trailers & jeeps up to & including 8 axles)
- Mechanics
- Partsman
- Ready-mix (over 7 yards up to & including 12 yards)
- Stringing Truck
- Super Vac Truck/Cacasco Truck/Heat Stress Truck
- Turn-O-Wagon or DW-10 (not self loading)

A2104 Group III, including:	37.51	10.58	10.39	1.35	L&M		0.10	59.93
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- Batch Trucks (8 yards & up)
- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy & 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
- Oil Distributor Driver
- Thermal Plastic Layout Technician
- Traffic Control 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 note on last page if remote site

A2104 Group III, including:	37.51	10.58	10.39	1.35	0.10	L&M	59.93
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.93	10.58	10.39	1.35	0.10	L&M	59.35
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	36.17	10.58	10.39	1.35	0.10	L&M	58.59
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

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 note on last page if remote site

						L&M	
A2106	Group V, including:	36.17	10.58	10.39	1.35	0.10	58.59
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

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

						L&M	LEG
N2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	60.53
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	34.71	8.21	17.06	1.25	0.20	61.63
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	35.70	8.21	17.06	1.25	0.20	62.62
	Miner						
	Retimberman						

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 note on last page if remote site

					L&M	LEG	
N2204	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	66.22
	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)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					L&M	LEG	
N2206	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	67.41
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

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

**See note on last page if remote site

					L&M	LEG	
S2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	60.53
	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:	34.71	8.21	17.06	1.25	0.20	61.63
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					L&M	LEG	
S2203	Group III, including:	35.70	8.21	17.06	1.25	0.20	62.62
	Miner						
	Retimberman						

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 note on last page if remote site

						L&M	LEG	
S2204	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	0.20	66.22
	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)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	0.20	67.41
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M		
A2207	Group I	44.31	9.30	12.25	1.00	0.10		66.96
A2208	Group IA	46.24	9.30	12.25	1.00	0.10		68.89
A2209	Group II	43.46	9.30	12.25	1.00	0.10		66.11
A2210	Group III	42.67	9.30	12.25	1.00	0.10		65.32
A2211	Group IV	35.84	9.30	12.25	1.00	0.10		58.49

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

*** 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

TITLE 36 - PUBLIC CONTRACTS



Wage and Hour
Administration
Pamphlet 400

Statutes
Regulations

November 2011

Alaska Department of Labor
and Workforce Development
Labor Standards and Safety Division



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The Alaska Department of Labor and Workforce Development is focused on putting Alaskans to work. An important part of that mission is to ensure that working conditions and wage payment practices are legal. This publication, *Pamphlet 400, Title 36, Public Contracts*, is designed to assist employers and employees by providing the applicable laws and regulations.

This pamphlet is set out in two sections. The first section contains the Alaska Statutes (pages 1-16), and the second section contains the Alaska Administrative Code or regulations (pages 17-40). The index of topics on page 41 should provide assistance in locating all of the places a particular topic is referenced.

When reviewing the subjects contained in this pamphlet, keep in mind that the statutes carry the greater weight. The regulations have been established to further clarify and interpret language used in the statutes.

Many wage and hour issues are complex. Please take advantage of the Wage and Hour Administration's cost-free counseling services to answer your questions regarding this pamphlet and Alaska's labor laws. You may call or come in to the nearest Wage and Hour Administration office, Monday through Friday, during regular business hours and a Wage and Hour Investigator will be happy to assist you. Addresses and phone numbers for these offices are listed on the first page of this pamphlet.

For additional copies of this pamphlet, contact the nearest Wage and Hour Administration office in Anchorage, Juneau, or Fairbanks, or you may download and print this pamphlet from our internet site at: labor.alaska.gov/lss/forms/Pam400.pdf.

TITLE 36. Public Contracts

Wage and Hour Administration Pamphlet 400

Statutes and Regulations

November 2011

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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**ALASKA STATUTES
TITLE 36. PUBLIC CONTRACTS.**

Chapter

- 05. Wages and Hours of Labor (§§ 36.05.005–36.05.110)
- 10. Employment Preference (§§ 36.10.005–36.10.990)
- 15. Alaska Product Preferences (§§ 36.15.010--36.15.020)
- 25. Contractors' Bonds (§§ 36.25.010–36.25.025)
- 95. General Provisions (§ 36.95.010)

CHAPTER 05. WAGES AND HOURS OF LABOR.

Section

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid, and other information
- 45. Notice of work and completion; withholding of payment

Section

- 60. Penalty for violation of this chapter
- 70. Wage rates in specifications and contracts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

This chapter was modeled after the federal Davis-Bacon Act. 40 U.S.C. § 276a et seq. Fowler v. City of Anchorage, Sup. Ct.. Op. No.. 1699 (File No. 3586), 583 p.2d 817 (1978).

Sec. 36.05.005. Applicability. This chapter applies only to a public construction contract that exceeds \$25,000. (§ 1 ch 28 SLA 2011)

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. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

Sec. 36.05.020. Basis for determining wage. A subcontract which is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage. (§ 14-2-2 ACLA 1949)

Sec. 36.05.030. Authority. (a) The Department of Labor and Workforce Development has the authority to determine the prevailing wage, and whether or not this chapter is being violated. The department may when necessary for the enforcement of this chapter

- (1) conduct investigations and hold hearings concerning wages;
- (2) compel the attendance of witnesses and the production of books, papers and documents;
- (3) adopt regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor and Workforce Development, enforce these provisions. (§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

Sec. 36.05.035. Notification of contract awards. Upon awarding a public construction contract, the state or a political subdivision of the state shall

- (1) immediately notify the commissioner of labor of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and
- (2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met. (§ 3 ch 142 SLA 1972)

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.(§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972; am § 1 ch 111 SLA 2003)

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 on 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. (§ 2 ch 111 SLA 2003; am § 1 ch 28 SLA 2011)

Sec. 36.05.050. Hours to constitute day's work. [Repealed by § 1 ch 3 SLA 1973.]

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. (§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

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. (§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976; am § 1 ch 28 SLA 2011)

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. (§2 Ch 52 SLA 1959)

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, the 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. (§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972; am § 1 ch 28 SLA 2011)

Sec. 36.05.100. Effect of AS 36.05.070 -- 36.05.110 on other laws. AS 36.05.070--36.05.110 do not supersede or impair authority granted by state law to provide for the establishment of specific wage rates. (§ 4 ch 52 SLA 1959; am § 10 ch 142 SLA 1972)

Sec. 36.05.110. Contracts entered into without advertising. The fact that a public construction contract authorized by law is entered into upon a cost-plus-a-fixed-fee basis or otherwise, without advertising for proposals, does not make AS 36.05.070 - 36.05.110 inapplicable if those sections are otherwise applicable to the contract. (§ 5 ch 52 SLA 1959; am § 1 ch 28 SLA 2011)

APPLICABILITY. This Act applies to public construction if the public construction is subject to AS 36.005 and if the contract for the public construction is entered into on or after the effective date of this Act. In this section, "public construction" has the meaning given in AS 36-95.010. (§ 1 ch 28 SLA 2011)

Sec. 36.05.120. Regulations governing contractors. Repealed by § 17 ch 142 SLA 1972.

Article 2. General Provisions

Section

900. Definition

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. (§ 3 ch 111 SLA 2003)

CHAPTER 10. EMPLOYMENT PREFERENCE

Section

- 05. Legislative Findings
- 06. Statement of purpose
- 07. State policy
- 20. Apprentices
- 30. Reduction of work force
- 40. Application to contracts involving federal funds
- 70. Unavailability of preferred workers
- 75. Duties of commissioner of labor and workforce development
- 76. Duties of state or political subdivision
- 80. Chapter incorporated in contracts
- 90. Publication of list of violators
- 100. Penalty
- 120. Investigations and hearings
- 125. Enforcement

Section

- 130. Resident hire report
- 140. Eligibility for preference
- 150. Determination of zone of underemployment
- 160. Preference for residents of economically distressed zones (Deleted)
- 170. Preference for economically disadvantaged minority residents (Deleted)
- 175. Preference for economically disadvantaged female (Deleted)
- 180. Projects subject to preference
- 190. Reporting provisions
- 200. Criminal penalties
- 210. Civil penalties
- 900. Effect of judicial decisions
- 990. Definitions

Sec. 36.10.005. Legislative findings. (a) The legislature finds that

(1) because of its unique climate and its distance from the contiguous states, the state has historically suffered from unique social, seasonal, geographic, and economic conditions that result in an unstable economy;

(2) the unstable economy is a hardship on the residents of the state and is aggravated by the large numbers of seasonal and transient nonresident workers;

(3) the rate of unemployment among residents of the state is one of the highest in the nation;

(4) the state has one of the highest ratios of nonresident to resident workers in the nation;

(5) the state has a compelling interest in reducing the level of unemployment among its residents;

(6) the construction industry in the state accounts for a substantial percentage of the available employment;

(7) construction workers receive a greater percentage of all unemployment benefits paid by the state than is typical of other states;

(8) historically, the rate of unemployment in the construction industry in the state is higher than the rate of unemployment in other industries in the state;

(9) it is appropriate for the state to consider the welfare of its residents when it funds construction activity;

(10) it is in the public interest for the state to allocate public funds for capital projects in order to reduce unemployment among its resident construction workers;

(11) the influx of nonresident construction workers contributes to or causes the high unemployment rate among resident construction workers because nonresident workers compete with residents for the limited number of available construction jobs;

(12) non-resident workers displace a substantial number of qualified, available, and unemployed Alaska workers on jobs on state funded public works projects;

(13) the state has a special interest in seeing that the benefits of state construction spending accrue to its residents;

(14) the natural resources of land owned by the state belong to the citizens of the state;

(15) Alaskans have chosen to use the majority of the royalties derived from the state's natural resources to fund state government;

(16) the vast majority of the state's revenue is derived from natural resource income rather than from other forms of taxation;

(17) because the state has no personal income tax or sales tax, nonresident workers use services provided by the state but do not contribute fairly to the costs of those services; and

(18) Alaskans, more than the residents of other states, suffer economically when nonresidents displace qualified residents since resident workers contribute local taxes as well as their share of the royalties from natural resources.

(b) The legislature further finds that

(1) the state and its political subdivisions, when acting as a market participant in funding public works projects, should give Alaska residents an employment preference to promote a more stable economy;

(2) the state and its political subdivisions have a duty of loyalty to their citizens and should fulfill this duty by giving residents preference for employment on public works projects they fund;

(3) there is a legitimate and compelling governmental interest and that the public health and welfare will suffer if state residents are not afforded employment preference in state funded construction related work.

(c) The legislature finds that the following factors are reasonable but not exclusive indicators of the ratio of nonresident to resident employees in the state:

(1) the ratio of applicants for unemployment insurance who list out-of-state residences to applicants who list residences in the state;

(2) the ratio of employees who are subject to unemployment insurance coverage and who did not apply for or were denied a permanent fund dividend to employees who were found eligible for a dividend.

(d) The legislature finds that

(1) the number of state residents who are unable to find work is considerably higher than is reflected by unemployment rates based on nationally accepted measures;

(2) many rural state residents who wish to work do not seek employment as frequently as necessary to meet federal definitions of unemployment because of continuing lack of employment opportunities in rural areas of the state. (§ 1 ch 69 SLA 1985; am § 2 ch 33 SLA 1986)

Sec. 36.10.006. Statement of purpose. The legislature adopted AS 36.10.010 in response to problems and concerns identified by the findings of facts in AS 36.10.005 to

(1) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state if the purpose of the project includes reducing the unemployment of residents;

(2) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state;

(3) reduce the level of unemployment among residents of the state.
(§ 1 ch 69 SLA 1985)

Sec. 36.10.007. State policy. It is the policy of this state that, to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the state will grant an employment preference to residents when the state is acting as a market participant. (§ 1 ch 69 SLA 1985)

Sec. 36.10.010. Employment preference. [Repealed by § 11 ch 33 SLA 1986.]

Sec. 36.10.020. Apprentices. Apprentices must be properly registered apprentices in their particular craft. (§ 1c ch 177 SLA 1960)

Sec. 36.10.030. Reduction of work force. When a work force is reduced, resident workers, except supervisory personnel, shall be terminated last. (§ 1d ch 177 SLA 1960)

Sec. 36.10.040. Application to contracts involving federal funds. In a contract involving expenditure of federal aid funds, this chapter may not be enforced in a manner that conflicts with federal statutes giving preference to veterans or prohibiting other preferences or discriminations among United States citizens. (§ 2 ch 177 SLA 1960)

Sec. 36.10.050. Employment of aliens. [Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.060. Employment of prisoners. [Repealed by § 6 ch 53 SLA 1982.]

Sec. 36.10.070. Unavailability of preferred workers. (a) An employer subject to hiring requirements under this chapter may request the Department of Labor and Workforce Development to assist in locating qualified, eligible employees. After receiving a request for assistance, the department shall refer qualified, eligible, available residents to the employer to fill the employer's hiring needs. The employer shall cooperate with the department.

(b) If the department is unable to refer a sufficient number of qualified, eligible, available residents able to perform the work, the commissioner of labor may approve the hiring of residents who are not eligible for preference and nonresidents for the balance of the request. (§ 5 ch 177 SLA 1960; am § 2 ch 208 SLA 1972; am § 3 ch 33 SLA 1986)

Sec. 36.10.075. Duties of commissioner of labor and workforce development. (a) The commissioner of labor shall adopt regulations necessary to carry out the provisions of this chapter including but not limited to the method, time and content of reporting by employers covered by this chapter and reporting provisions permitting on-going supervision by the Department of Labor and Workforce Development on all public works projects covered by this chapter.

(b) The commissioner of labor and workforce development shall adopt regulations to encourage and require the hiring of residents to the maximum extent permitted by law. (§ 3 ch 208 SLA 1972; am § 4 ch 33 SLA 1986)

Sec. 36.10.076. Duties of state or political subdivision. An agency or political subdivision of the state covered by the provisions of this chapter shall notify the Department of Labor and Workforce Development periodically regarding planned public works. Notification shall be in the form and manner prescribed by the Department of Labor and Workforce Development. (§ 3 ch 208 SLA 1972)

Sec. 36.10.080. Chapter incorporated in contracts. The provisions of this chapter are considered to be a part of every public works contract let after April 24, 1960. (§ 6 ch 177 SLA 1960)

Sec. 36.10.090. Publication of list of violators. (a) The commissioner of labor shall distribute to all departments and agencies of the state government and to all political subdivisions of the state a list of the names of persons or firms convicted of a violation of this chapter. A person appearing on the list or 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 until after three years from the date of publication of the list.

(b) A local government or school district covered by the provisions of this chapter which is found to be in violation of these provisions may be required to forfeit all or part of the state aid made available for the project in which the violation occurs and in addition may be denied up to 12 months of state revenue sharing or public school foundation money. A state department or agency head found to be in violation of this chapter may be required to forfeit the position of the department or agency head.

(c) A person or governmental entity covered by the provisions of (b) of this section who is not satisfied by a decision of the Department of Labor and Workforce Development may, as the final administrative process, appeal the decision to a committee consisting of the commissioners of transportation and public facilities, labor and administration. The commissioner of transportation and public facilities is the chairman of the committee. A quorum for conducting business is three members and any decision made must be supported by a majority of the committee members. The committee may, upon a showing of hardship, waive all or any part of the penalty provisions of this chapter. (§ 7 ch 177 SLA 1960; am § 12 ch 142 SLA 1972; am § 4 ch 208 SLA 1972; am Executive Order No. 39, § 11 (1977))

Sec. 36.10.100. Penalty. (a) A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency.

(b) A contractor or the agent of a contractor who violates a provision of this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not more than \$500, or by imprisonment for not more than 90 days, or by both. (§ 8 ch 177 SLA 1960)

Sec. 36.10.110. Definitions. [Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.120. Investigations and hearings. The Department of Labor and Workforce Development may when necessary to enforce this chapter

(1) conduct investigations and hold hearings relating to employment preference;

(2) compel the attendance of witnesses and the production of books, papers and documents;

(3) *[Repealed by § 46 ch 53 SLA 1973.] (§ 13 ch 142 SLA 1972; am § 46 ch 53 SLA 1973)*

Sec. 36.10.125. Enforcement. (a) The attorney general shall, when requested by the Department of Labor and Workforce Development, enforce the provisions of this chapter. The attorney general may obtain a court order prohibiting a contractor or subcontractor violating this chapter from continuing to work on existing public construction contracts of the state or a political subdivision of the state. The state or political subdivision of the state may prosecute the work to completion by contract or otherwise, and the contractor or subcontractor and the sureties of the contractor or subcontractor are liable for excess costs for completing the work.

(b) A private person is entitled to bring an action in the superior court to enforce the provisions of this chapter if that private person first gives at least 20 days notice to the commissioner of labor. The notice must set out

(1) the intent of the private person to bring an action under this subsection;

(2) the specific violation complained of; and

(3) the name of the person accused of the violation.

(c) In an action brought under (b) of this section the court may, in its discretion, order denial of state revenue sharing or public school foundation money, forfeiture of office or position, or injunctive or other relief. If the court finds for the plaintiff in an action brought under (b) of this section, it may award the plaintiff an amount equal to the actual costs and attorney fees incurred by the plaintiff. (§ 13 ch 142 SLA 1972; am § 1 ch 183 SLA 1976)

Sec. 36.10.130. Resident hire report. The attorney general and the commissioner of labor shall report annually to the legislature and the governor on the status of employment in the state, the effect of nonresident employment on the employment of residents in the state, and methods to increase resident hire. The report shall be submitted by January 31 of each year. (§ 5 ch 33 SLA 1986)

Sec. 36.10.140. Eligibility for preference. (a) A person is eligible for an employment preference under this chapter if the person certifies eligibility as required by the Department of Labor and Workforce Development, is a resident, and

(1) is receiving unemployment benefits under AS 23.20 or would be eligible to receive benefits but has exhausted them;

(2) is not working and has registered to find work with a public or private employment agency or a local hiring hall;

(3) is underemployed or marginally employed as defined by the department; or

(4) has completed a job-training program approved by the department and is either not employed or is engaged in employment that does not use the skills acquired in the job-training program.

(b) In approving job-training programs under (a) of this section, the department shall use information and findings from other state and federal agencies as much as possible.

(c) An employer subject to a resident hiring requirement under this chapter shall certify that persons employed as residents under the preference were eligible for the preference at the time of hiring.

(d) A labor organization that dispatches members for work on a public works project under a collective bargaining agreement shall certify that persons dispatched as residents to meet a preference were eligible for the preference at the time of dispatch.

(e) An employer or labor organization may request assistance from the Department of Labor and Workforce Development in verifying the eligibility of an applicant for a hiring preference under this chapter. (§ 5 ch 33 SLA 1986)

Sec. 36.10.150. Determination of zone of underemployment. (a) Immediately following a determination by the commissioner of labor that a zone of underemployment exists, and for the next two fiscal years after the determination, qualified residents of the zone who are eligible under AS 36.10.140 shall be given preference in hiring for work on each project under AS 36.10.180 that is wholly or partially sited within the zone. The preference applies on a craft-by-craft or occupational basis.

(b) The commissioner of labor shall determine the amount of work that must be performed under this section by qualified residents who are eligible for an employment preference under AS 36.10.140. In making this determination, the commissioner shall consider the nature of the work, the classification of workers, availability of eligible residents, and the willingness of eligible residents to perform the work.

(c) The commissioner shall determine that a zone of underemployment exists if the commissioner finds that

(1) the rate of unemployment within the zone is substantially higher than the national rate of unemployment;

(2) a substantial number of residents in the zone have experience or training in occupations that would be employed on a public works project;

(3) the lack of employment opportunities in the zone has substantially contributed to serious social or economic problems in the zone; and

(4) employment of workers who are not residents is a peculiar source of the unemployment of residents of the zone. (§ 5 ch 33 SLA 1986)

Sec. 36.10.180. Projects subject to preference. (a) The preferences established in AS 36.10.150--36.10.175 apply to work performed

(1) under a contract for construction, repair, preliminary surveys, engineering studies, consulting, maintenance work, or any other retention of services necessary to complete a given project that is let by the state or any agency of the state, a department, office, state board, commission, public corporation, or other organizational unit of or created under the executive, legislative or judicial branch of state government, including the University of Alaska and the Alaska Railroad Corporation, or by a political subdivision of the state including a regional school board with respect to an educational facility under AS 14.11.020;

(2) on a public works project under a grant to a municipality under AS 37.05.315;

(3) on a public works project under a grant to a named recipient under AS 37.05.316;

(4) on a public works project under a grant to an unincorporated community under AS 37.05.317; and

(5) on any other public works project or construction project that is funded in whole or in part by state money.

(b) If the governor has declared an area to be an area impacted by an economic disaster under AS 44.33.285, then the preference for residents of the area established under AS 44.33.285 -- 44.33.310 supersedes the preference under AS 36.10.150 -- 36.10.175 for contracts awarded by the state.

(c) The commissioner shall define the boundaries of a zone within which a preference applies. (§ 5 ch 33 SLA 1986)

Sec. 36.10.190. Reporting provisions. An employer obligated to meet resident hire requirements under this chapter shall comply with the reporting provisions that the commissioner of labor determines are reasonably necessary to carry out this chapter. Except for statistical data, all information regarding specific employees is confidential and may not be released by the Department of Labor. However, confidential employee information may be shared between departments for purposes of this chapter. (§ 5 ch 33 SLA 1986)

Sec. 36.10.200. Criminal penalties. (a) A person who makes a false sworn statement in connection with a certification of eligibility for an employment preference under this chapter is subject to criminal prosecution for perjury as provided in AS 11.56.200.

(b) A person who makes an unsworn falsification, with the intent to mislead a public servant in the performance of a duty, in connection with a certification of eligibility for an employment preference under this chapter, is subject to criminal prosecution as provided in AS 11.56.210. (§ 5 ch 33 SLA 1986)

Sec. 36.10.210. Civil penalties. (a) In addition to any criminal penalties imposed, after a hearing the department may impose a civil penalty on a person who, in connection with certification of eligibility for an employment preference under this chapter,

(1) made a false sworn statement; or

(2) made an unsworn falsification with intent to mislead a public servant in the performance of a duty.

(b) The amount of the civil penalty under (a) of this section for a person who falsely certifies that the person is eligible for an employment preference under this chapter is not more than \$400 for each false certification.

(c) The amount of the civil penalty under (a) of this section for an employer who falsely certifies that employees are residents eligible for a preference under this chapter is not more than \$2,000 for each of the first five false certifications. The penalty for the sixth false certification made by an employer and for each false certification thereafter is at least \$2,000 and not more than \$4,000. (§ 5 ch 33 SLA 1986)

Sec. 36.10.900. Effect of judicial decisions. If a provision of this chapter, or the application of a provision to a person or circumstance, is held invalid, the remainder of this chapter and the application to other persons or circumstances shall not be affected by the holding. The remainder shall be enforced to the greatest extent constitutionally permissible under the constitutions of the United States and the State of Alaska. (§ 5 ch 33 SLA 1986)

Sec. 36.10.990. Definitions. In this chapter

(1) "qualified" means possesses the requisite education, training, skills, or experience to perform the work;

(2) "zone" includes a census area in the state, an economic region of the state, and the state as a whole. (§ 5 ch 33 SLA 1986)

CHAPTER 15. ALASKA PRODUCT PREFERENCES.

Article 1. Forest Products Preference

Section

10. Use of local forest products required in projects financed by public money

Section

20. Insertion of clause in calls for bids and in contracts

Sec. 36.15.010. Use of local forest products required in projects financed by public money. In a project financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. (§ 14-3-1 ACLA 1949)

Sec. 36.15.020. Insertion of clause in calls for bids and in contracts. A clause containing the substance of AS 36.15.010 shall be inserted in all calls for bids and in all contracts awarded. (§ 14-3-2 ACLA 1949)

CHAPTER 25. CONTRACTORS' BONDS.

Section

10. Bonds of contractors for public buildings or works
20. Rights of persons furnishing labor or material

Section

25. Optional municipal exemption

Sec. 36.25.010. Bonds of contractors for public buildings or works. (a)

Except as provided in AS 44.33.300, before a contract exceeding \$100,000 for the construction, alteration, or repair of a public building or public work of the state or a political subdivision of the state is awarded to a general or specialty contractor, the contractor shall furnish to the state or a political subdivision of the state the following bonds, which become binding upon the award of the contract to that contractor:

(1) a performance bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond; the amount of the performance bond shall be equivalent to the amount of the payment bond;

(2) a payment bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond for the protection of all persons who supply labor and material in the prosecution of the work provided for in the contract; when the total amount payable by the terms of the contract is not more than \$1,000,000, the payment bond shall be in a sum of one-half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$1,000,000 and not more than \$5,000,000, the payment bond shall be in a sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000, the payment bond shall be in sum of \$2,500,000.

(b) This section does not limit the authority of the contracting officer to require a performance bond or other security in addition to those, or in cases other than the cases specified in (a) of this section.

(c) When no payment bond has been furnished, the contracting department may not approve final payments to the contractor until the contractor files a written certification that all persons who supplied labor or material in the prosecution of the work provided for in the contract have been paid. (§ 1 ch 49 SLA 1953; am § 1 ch 77 SLA 1964; am § 14 ch 142 SLA 1972; am §§ 1, 2 ch 180 SLA 1976; am § 8 ch 277 SLA 1976; am 34 ch 108 SLA 1982)

Sec. 36.25.020. Rights of persons furnishing labor or material. (a)

A person who furnishes labor or material in the prosecution of the work provided for in the contract for which a payment bond is furnished under AS 36.25.010 and who is not paid in full before the expiration of 90 days after the last day on which the labor is performed or material is furnished for which the claim is made, may sue on the payment bond for the amount unpaid at the time of the suit.

(b) However, a person having direct contractual relationships with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond has a right of action on the payment bond upon giving written notice to the contractor within 90 days from the last date on which the person performed labor or furnished material for which the claim is made. The notice must state with substantial accuracy the amount claimed and the name of the person to whom the material was furnished or for whom the labor was performed. The notice shall be served by mailing it by registered mail, postage prepaid, in an envelope addressed to the contractor at any place where the contractor maintains an office or conducts business, or the contractor's residence, or in any manner in which a peace officer is authorized to serve summons.

(c) A suit brought under this section shall be brought in the name of the state or the political subdivision of the state for the use of the person suing in the court with jurisdiction. A suit under this section is subject to AS 08.18.151. A suit may not be started after the expiration of one year after the date of final settlement of the contract. The state or political subdivision of the state is not liable for costs or expenses of the suit. (§ 2 ch 49 SLA 1953; am § 15 ch 142 SLA 1972 am §58 ch 14 SLA 1987)

Sec. 36.25.025. Optional municipal exemption. A municipality, by ordinance adopted by its governing body, may exempt contractors from compliance with the provisions as AS 36.25.010(a) if the estimated cost of the project does not exceed \$400,000, and

- (1) the contractor is, and for two years immediately preceding the award of the contract has been, a licensed contractor having its principal office in the state;
 - (2) the contractor certifies that it has not defaulted on a contract awarded to the contractor during the period of three years preceding the award of a contract for which a bid is submitted;
 - (3) the contractor submits a financial statement, prepared within a period of nine months preceding the submission of a bid for the contract and certified by a public accountant or a certified public accountant licensed under AS 08.04, demonstrating that the contractor has a net worth of not less than 20 percent of the amount of the contract for which a bid is submitted; and
 - (4) the total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under (3) of this section by more than seven times.
- (§ 1 ch 81 SLA 1978)

CHAPTER 95. GENERAL PROVISIONS.

Section

10. Definitions

Sec. 36.95.010. Definitions. In this title unless the context requires otherwise

(1) "contractor" means the contractor including subcontractors performing work necessary to facilitate public construction;

(2) "laborer, mechanic, or field surveyor" means a person who engages in work which is basically physical or unskilled in nature; or who engages in work, requiring the use of tools or machines, which basically consists of the shaping and working of materials into some type of structure, machine or other object; or who engages in outdoor tasks related to the operation of findings and delineating contour, dimensions, position, topography, as of any part of the earth's surface, by preparation of measured plan or description of any area or other portion of country or of road or line through any area or other portion of country;

(3) "public construction" or "public works" means the on-site field surveying, erection, rehabilitation, alteration, extension or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board;

(4) "resident" means a person who establishes residency under AS 01.10.055;

(5) "retainage" means money withheld from a contractor until completion of a contract or satisfaction of other contingency as evidenced by approval of the applicable pay estimate;

(6) "state or a political subdivision of the state" means any state department, state agency, state university, borough, city, village, school district or other state subdivision;

(7) "wages" includes fringe benefits. (§ 16 ch 142 SLA 1972; am § 3 ch 89 SLA 1976; am § 16 ch 147 SLA 1978; am § 2 ch 85 SLA 1982; am § 92 ch 6 SLA 1984; am §§ 6, 11 ch 33 SLA 1986)

ALASKA ADMINISTRATIVE CODE

TITLE 8. LABOR

PART 2. RESIDENT EMPLOYMENT

CHAPTER 30. PUBLIC CONTRACTS.

Articles

1. Wages and Hours (8 AAC 30.010 – 8 AAC 30.040)
2. Wage Scale (8 AAC 30.050)
3. Employment Preference (8 AAC 30.060 – 8 AAC 30.088)
4. Investigations and Hearings (8 AAC 30.090 – 8 AAC 30.110)
5. Debarment (8 AAC 30.200 – 8 AAC 30.240)
6. General Provisions (8 AAC 30.900 – 8 AAC 30.920)

ARTICLE 1. WAGES AND HOURS.

Section

10. Notification of contract awards
20. Certified payroll
25. Fringe benefit contributions

Section

27. Notice of violation requiring withholding
30. Notification of withholding accrued Payments
40. Notification of termination of contract

8 AAC 30.010. Notification Of Contract Awards. (a) Within 20 days of awarding a public contract, the state or political subdivision of the state shall notify the commissioner in writing that the contract has been awarded. The writing shall conform to the requirements of AS 36.05.035.

(b) Verification of contractors bonding requirements shall be by certified statement furnished to the commissioner by the state or political subdivision of the state which awarded the contract. (Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.035

8 AAC 30.020. Certified Payroll. (a) Before Friday of every second week, each contractor, subcontractor, or owner/operator who performs work on a public construction contract for the state or political subdivision of the state shall file with the department a certified payroll (Form 07-6058) that covers the preceding reporting period.

(b) The certified payroll shall be submitted to the department's regional office in the judicial district in which the work is performed:

1st Judicial District - Department of Labor and Workforce Development, Juneau
 3rd Judicial District - Department of Labor and Workforce Development,
 Anchorage
 2nd and 4th Judicial Districts - Department of Labor and Workforce
 Development, Fairbanks

(c) Instead of submitting Form 07-6058, a contractor may submit the contractor's payroll form. However, the payroll form must contain the same information and statement of compliance required by Form 07-6058.

(d) Owner/operators who perform duties as laborers, mechanics, or field surveyors while working as contractors or subcontractors on a public work project shall be included on their certified payrolls in the same manner as any other laborer, mechanic or field surveyor. However, an owner/operator who performs duties as a laborer, mechanic, field surveyor is not required to pay themselves each reporting period, but shall report hours worked and actual payments received under the terms of the contract and the period covered by each payment. After deducting operating expenses, the actual payment received by an owner/operator performing duties as a laborer, mechanic, or field surveyor must meet or exceed the minimum prevailing rate of pay in the applicable classification for each hour worked on a public construction project.

(e) If a contractor is under contract to provide trucks on a public construction project and leases a truck to an individual truck driver or dispatches an owner/operator working on that same project, the contractor shall pay no less than the prevailing wage for each hour worked each certified payroll reporting period to that driver. (Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/01; Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.030 AS 36.05.040 AS 36.10.075

Editor's Note: As of Register 151 (October 1999), the regulations attorney made technical revisions under AS 44.62.125 (b)(6) to reflect the name change of the Department of Labor to the Department of Labor and Workforce Development made by ch. 58, SLA 1999 and the corresponding title change of the commissioner of labor.

Form 07-6058 (payroll form) required in 8 AAC 30.020 may be obtained from the department's wage and hour administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503; telephone: (907) 269-4900. The form is also available on the department's website at: <http://labor.state.ak.us/lss/lssforms.htm>.

8 AAC 30.025. Fringe Benefit Contributions. (a) Employers must remit contributions to union trusts, approved private pension plans, or other approved fringe benefit plans by the 15th of the month following the accrual of the contribution. If the plan itself has a more stringent remittance deadline, the plan deadline shall prevail. A copy of the actual deposit or other satisfactory proof shall be provided the department upon request.

(b) A private pension plan or other fringe benefit plan as referenced in (a) of this section must meet the following conditions in order to be approved as an offset against the prevailing wage rate requirement for fringe benefits:

(1) plan contributions must be

- (A) irrevocable;
- (B) deposited on a regular basis, not less than monthly, to a trustee or third-party administrator;
- (C) free of administrative expense charges to employees, except reasonable and customary administrative fees charged to the plan as a whole, subject to approval of the plan trustee;
- (D) non-discretionary;
- (E) factored across all work performed by an employee in public construction and non-public construction with the exception of an automatic vesting 401(k) plan;

(2) plan contributions may not be made on behalf of employees who are not eligible to participate in the plan;

(3) except for an automatic vesting 401(k) plan, plan contributions must not be funded solely through hours worked on public construction projects.

(c) Except for an automatic vesting 401(k) plan which allows the actual hourly amount contributed to the plan during the public construction project to be directly credited against fringe benefit payment requirements, to establish an hourly rate for credit against prevailing wage requirements, the amount paid by the employer for the benefit shall be divided by the hours worked by the employee under the plan during the interval under which payments are due to the plan administrator. To allow for seasonal variations, the plan costs may be calculated on an annual basis.

(d) If the hourly rate established under (c) of this section does not meet the prevailing fringe benefit rate, the remainder must be paid to the employee.

(e) If a pension plan meets the requirements under 29 U.S.C. 1001 – 1461 (Employee Retirement Income Security Act of 1974) and includes a minimum vesting requirement, any forfeited amounts must remain in the trust, subject to the authority of the trustee and may not revert to the employer.

(f) The department may disallow an employer from taking credit for fringe benefit contributions as an offset to prevailing wage requirements if the provisions of this section are not met. Upon request, the employer shall provide the following to the department:

- (1) a copy of the plan;
- (2) a copy of the plan adoption agreement;
- (3) the name, address, and telephone number of the plan broker;
- (4) the name, address, and telephone number of the plan administrator;
- (5) the United States Internal Revenue Service approval letter;
- (6) the calculations of the hourly cost equivalent for the plan.

(g) An apprentice shall receive 100 percent of the prevailing fringe benefit rate established in the applicable *Laborers' and Mechanics' Minimum Rates of Pay*, unless another rate is specified in the apprentice training agreement approved by the United States Department of Labor, Bureau of Apprenticeship and Training.

(h) In this section, "automatic vesting 401(k) plan," means a 401(k) plan maintained in compliance with 29 U.S.C. 1001 – 1461 (Employee Retirement Income

Security Act of 1974) that allows for immediate vesting in the plan to ensure that the employee will not be subject to any forfeiture of amounts contributed to the plan since it has no vesting requirements. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.070

8 AAC 30.027. Notice Of Violation Requiring Withholding. When the department determines, under the authority of AS 36.05.030, that a violation has occurred, it shall notify the contracting agency as to the nature and estimated amount of the violation so that the contracting agency can fulfill its obligation to withhold funds under AS 36.05.070 (4). (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.070

8 AAC 30.030. Notification Of Withholding Accrued Payments. (a) If the state or a political subdivision of the state withholds accrued payments under those provisions of its contracts required by AS 36.05.070(c)(4), the state or political subdivision shall notify the commissioner within three working days.

(b) Notification shall be in writing and contain the following information:

(1) name of state agency or political subdivision of the state that awarded the contract;

(2) name of state agency or political subdivision of the state that is withholding accrued payments;

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid. (Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.070

8 AAC 30.040. Notification Of Termination Of Contract. (a) If the state or a political subdivision of the state terminates a contract under those provisions of its contract required under AS 36.05.080, the state or political subdivision of the state shall notify the department within three working days.

(b) Notification shall be in writing and contain the following information:

(1) name of state agency or political subdivision of the state that awarded the contract;

(2) name of state agency or political subdivision of the state that is terminating the contract;

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract;

(7) wage rate actually being paid; and

(8) proposed action to be taken to complete construction. (Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.080

ARTICLE 2. WAGE SCALE.

Section

50. Wage scale

8 AAC 30.050. Wage Scale. (a) The department will determine the prevailing wage rate to be paid laborers, mechanics, and field surveyors. This determination will be published by the department in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. Prevailing wage rates will be periodically revised by the department, on a regional basis, to correspond with the prevailing wage rate for similar work.

(b) The prevailing wage will be determined on a regional basis for two geographic regions of the state, north of North 63 degrees latitude and south of North 63 degrees latitude. A region may be subdivided into zones if the commissioner determines that the prevailing wage rate has local variations within the region. In determining the prevailing wage rate for a region or zone, the department will consider the prevailing wage that represents majority penetration for each work classification. If there is no majority penetration the department may set the prevailing wage rate in the following manner:

(1) If less than a majority of the persons employed at a particular skill level in a particular job class receive the same wage, the prevailing wage rate will be determined by taking the arithmetic mean (average) of the wages in the survey for the job class being considered.

(2) Prior to calculating the arithmetic mean, the survey will be adjusted by eliminating five percent of the extreme wage rates.

(3) For example, in a survey consisting of 75 different pay rates the rates will be arrayed in order of size. Five percent at both ends of the scale, the four highest and four lowest, will be eliminated. The remaining 67 rates will be the final survey from which the arithmetic mean will be determined to be the prevailing rate of pay.

(4) In determining the prevailing wage rate for a region or zone, the department will consider the prevailing union wage, local practice, and any other standard considered by the department to be appropriate.

(c) Special prevailing wage rate determinations may be requested for special projects or special worker classifications, if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under (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 will be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

(d) The prevailing wage rate established in (a) of this section shall be considered the minimum wage rate that shall be paid to various classes of laborers, mechanics, and field surveyors.

(e) This section shall be made part of every contract that falls within the scope of AS 36.05.010 and 36.05.070(a). (Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/2001, Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.010 AS 36.05.030 AS 36.05.070

Editor's note: The pamphlet titled *Laborers' and Mechanics' Minimum Rates of Pay* may be obtained from the department's Wage and Hour Administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503-4149; telephone: (907) 269-4900. The pamphlet is also available on the department's website at: <http://labor.state.ak.us/lss/lssforms.htm>.

ARTICLE 3. Employment Preference.**Section**

- 60. (Repealed)
- 61. Contracting agency report requirements
- 62. Employer reporting requirements
- 64. Hiring preference for residents of zone of underemployment
- 65. (Repealed)
- 66. (Repealed)
- 67. (Repealed)
- 68. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems
- 69. Determination of peculiar source of unemployment

Section

- 70. (Repealed)
- 71. (Repealed)
- 72. Determining residency
- 73. Determination of resident hiring preferences
- 78. Resident hiring preferences in overlapping or multiple zones
- 80. (Repealed)
- 81. Compliance with preference requirements
- 82. Department determination of eligibility for preference
- 84. Appeals of eligibility determinations
- 86. Approval of job training programs
- 88. Computations regarding hiring preference requirements

8 AAC 30.060. Resident Hiring. Repealed 9/27/87.

8 AAC 30.061. CONTRACTING AGENCY REPORTING REQUIREMENTS.

(a) Within 20 days after awarding a contract or grant covered by AS 36.10.180, a state agency or political subdivision of the state shall file with the department a notice containing

- (1) the name and address of the state agency or political subdivision awarding the contract or grant;
- (2) the name of the head of the state agency or political subdivision awarding the contract or grant;
- (3) the date of the contract or grant award;
- (4) the total amount of the contract or grant;
- (5) the location of the project; and
- (6) the name and address of each contractor and subcontractor performing work on the project.

(b) A state agency or political subdivision of the state shall report immediately to the department any changes or additions regarding the notice required in (a) of this section which involve either

- (1) a change in the identity of a contractor or subcontractor performing work on the project; or
- (2) a change in the total amount of the contract if the change exceeds \$10,000. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.076

8 AAC 30.062. Employer Reporting Requirements. (a) Upon request by the department, an employer required to file a quarterly report of employment and wages under AS 23.20.105 - 23.20.535 shall include in its quarterly report the following information for each employee:

(1) either the occupational title or the four-digit standard occupational classification code for the last position held by the employee; and
 (2) the two-digit geographic area code of the employee's primary work location.

(b) The department will provide each employer required to submit information under (a) of this section with a list of occupational codes and titles applicable to its industry and a map showing the boundaries and code for each geographic area of the state. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.190

8 AAC 30.064. Hiring Preference For Residents Of Zone Of Underemployment.

(a) For purposes of AS 36.10.150, the commissioner will determine that an area is a zone of underemployment if

(1) the rate of unemployment within the area is at least 10 percent greater than the average national unemployment rate for the most recent 12-month period for which unemployment insurance figures are available, or a longer period determined appropriate by the commissioner to take into account unemployment trends exceeding a one-year period; for example, if the national unemployment rate is seven percent, the rate of unemployment in the area must be at least 7.7 percent for the area to be a zone of underemployment;

(2) at least 10 percent of the jobs in a particular craft or occupation that would be used on a particular public-funded project could be filled by residents of the area who are trained or experienced in that craft or occupation; a determination under this paragraph will be based on data for the quarter of highest employment for the most recent calendar year for which data is available;

(3) the lack of employment opportunities has substantially contributed to serious social or economic problems in the area, as determined under 8 AAC 30.068; and

(4) the employment of nonresidents is a peculiar source of unemployment for residents of the area, as determined under 8 AAC 30.069.

(b) For a public-funded project, the percentage of positions which must be reserved under AS 36.10.150 for eligible residents, in a craft or occupation subject to a hiring preference, is the percentage that would result in a determination under (a) of this section that the area was not a zone of underemployment. The department will compute the percentage for an occupation or craft and announce it after the determination under (a) of this section is made. (Eff. 9/27/87, Register 103; am 6/8/11, Register 198)

Authority: AS 36.10.075 AS 36.10.150

8 AAC 30.065. Hiring Preference For Residents Of Economically Distressed Zone. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01, Register 159)

8 AAC 30.066. Hiring Preference For Economically Disadvantaged Minority Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.067. Hiring Preference For Economically Disadvantaged Female Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.068. Determination That Lack Of Employment Opportunities Has Substantially Contributed To Serious Social Or Economic Problems. For purposes of AS 36.10.150 - 36.10.175 and this chapter, the lack of employment opportunities has substantially contributed to serious social or economic problems if changes in indicators of social and economic problems are linked to changes in the number of people who want to work and are unable to obtain work. The commissioner will use correlation analysis, testimony, professional studies, or other evidence to establish the relationship between unemployment and social or economic problems. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.160 AS 36.10.175
AS 36.10.150 AS 36.10.170

8 AAC 30.069. Determination Of Peculiar Source Of Unemployment. For purposes of AS 36.10.150 - 36.10.175, and 8 AAC 30.064, the commissioner will determine that employment of nonresidents is a peculiar source of unemployment if more than 10 percent of the residents of an area who are trained or experienced in a craft or occupation are unemployed and more than 10 percent of the total number of workers employed in that area in that craft or occupation are not residents of the area. (Eff. 9/27/87, Register 103; am 08/9/01; Register 159)

Authority: AS 36.10.075 AS 36.10.160 AS 36.10.175
AS 36.10.150 AS 36.10.170

8 AAC 30.070. Annual Report By Agency Or Political Subdivision Of The State. Repealed 9/27/87.

8 AAC 30.071. Determination Of Past Economic Discrimination. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.072. Determining Residency. The department will consider the following information in determining whether a person is a resident:

- (1) where the person, the person's spouse, and the person's dependent children maintain their principal place of abode;
- (2) where the person's dependent children are enrolled in school;
- (3) the person's address on driver's licenses;
- (4) the person's address on motor vehicle registrations;
- (5) where the person's bank, credit union, or other financial accounts are maintained;
- (6) the person's address on hunting, fishing, trapping, or other licenses;
- (7) where the person is registered to vote;

(8) the person's address as shown on Department of Revenue permanent fund dividend records; and

(9) any other relevant facts. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.140 AS 36.95.010(4)

8 AAC 30.073. Determination of Resident Hiring Preferences. (a) The commissioner will, at least biennially, determine whether an area is a zone of preference under AS 36.10 and this chapter if enough data is available to make that determination.

(b) The commissioner will include, in the annual resident hire report required under AS 36.10.130, all resident preference determinations made during the previous calendar year.

(c) When an area has been determined to be a resident hiring zone of preference, the department will notify all contractors of record who are or will be performing work on public-funded projects in the zone, and will notify all state agencies and political subdivisions that have public-funded projects in the zone.

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective immediately and apply to all public-funded projects in the zone. (Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.075

8 AAC 30.078. Resident Hiring Preferences in Overlapping or Multiple Zones. (a) If two areas are determined to be zones of preference under AS 36.10 and this chapter for the same resident hiring preference, and one of the zones is located entirely within the other, the preference requirements will apply to the larger zone.

(b) As provided in AS 36.10.150 - 36.10.175, if a public-funded project is located in more than one zone, the entire project is subject to the resident hiring preferences in effect in those zones. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

8 AAC 30.080. Repealed 12/4/76.

8 AAC 30.081. Compliance With Preference Requirements. (a) To comply with AS 36.10.150 - 36.10.175, an employer subject to a resident hiring preference shall meet the relevant resident hire percentage, prescribed under this chapter, for each separate workweek. If an area has been determined to be a zone of preference for more than one type of resident hiring preference, the requirements of each preference apply. An employer may count the hire of an eligible resident toward satisfaction of each preference for which the resident qualifies.

(b) An employer subject to a resident hiring preference shall certify that each person hired as a resident under the preference was eligible for the preference at the time of hiring. The employer's certification must be provided on the weekly certified payroll form filed with the department (Form 07-6058); must include the name and residence address of each employee on the project, including supervisory employees;

and must include a statement of compliance with all resident hiring preferences in effect.

(c) A labor organization that dispatches members for work on a public-funded project subject to a resident hiring preference shall certify to the employer at the time of dispatch that each person dispatched as a resident to meet a preference was eligible for the preference at the time of dispatch. The labor organization's certification must be in writing and must include the name and residence address of each person dispatched to the project.

(d) An employer subject to a resident hiring preference who is unable to find enough eligible residents may request from the department a waiver to hire an ineligible person for a specific job. The waiver request must be submitted to the department at least seven calendar days before the waiver is required to be considered for approval. Within three working days, the department shall determine whether the contractor's proposed minimum qualifications for the position covered by the waiver request are acceptable. The employer must place an advertisement using at least one public form of statewide advertising, such as a newspaper with statewide circulation, and must request that the Alaska Employment Service post a statewide facilitated recruitment job order through the Alaska Job Center Network. The advertisement and the job order must run for at least three calendar days, and both must

(1) state that the purpose of the request is to satisfy employment preference requirements of this state under AS 36.10 and that applicants must be residents of this state;

(2) list the job title and minimum qualifications as accepted by the department;

(3) identify the rate of pay including fringe benefits and other compensation, such as travel or room and board;

(4) identify the job location, expected duration of the job, and the number of expected daily and weekly work hours; and

(5) specify that all job seekers apply through the Alaska Job Center Network.

(e) An employer subject to a resident hiring preference who is unable to find enough eligible residents from either private sources or from the applicants referred by the state employment center under (d) of this section may request from the department a waiver to hire an ineligible person for a specific job. A request for a waiver under this subsection must contain

(1) a description of the job for which a waiver is requested, to include the wages, benefits, expected start date, work schedule, and job duration;

(2) the required qualifications for the job for which a waiver is requested;

(3) the qualifications of the person for whom the waiver is requested;

(4) the name and residence address of the person for whom the waiver is requested;

(5) a description of the employer's efforts to obtain an eligible resident from private sources for the job for which a waiver is requested;

(6) a copy of the recruitment report from the Alaska Job Center Network containing the following information and documentation;

(A) a copy of the job order, a listing of all applicants from the job order and other private recruitment efforts, and the listing of the applicants referred to the employer;

(B) the recruitment result report to show the number of individuals interviewed, hired or not hired; and,

(C) a statement from the Alaska Job Center Network that the employer did or did not comply with the recruitment requirements;

(7) the name and location of the project for which the waiver is requested; and

(8) an explanation of why each applicant referred was not hired.

(f) The department will grant a waiver to employ an ineligible person if the employer establishes, to the department's satisfaction, that there are no qualified eligible residents for a specific job. A waiver granted by the department expires six months from the approval date, at the completion of the specific job for which the ineligible person was hired, or at the time the ineligible person terminates, whichever occurs first. The department will either grant or deny the waiver within 20 working days after receiving the request for a waiver and the supporting evidence required under (e) of this section.

(g) A waiver granted under this section will be determined invalid unless the same benefits provided to the ineligible nonresident, such as housing and transportation to the work site, are also offered and provided to eligible resident applicants. (Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.070 AS 36.10.140 AS 36.10.190
AS 36.10.075 AS 36.10.180

8 AAC 30.082. Department Determination Of Eligibility For Preference. (a)

Following a determination under this chapter that an area is a zone of preference, the department's assistance may be requested in determining a person's eligibility for a resident hiring preference in a craft or occupation on a public-funded project. Application for an eligibility determination must be made on a form available from the division or from any state employment center. An applicant may mail or deliver the completed application to the division or to any state employment center.

(b) A person will be determined to be eligible for a resident hiring preference if the person establishes, to the department's satisfaction, that he or she meets the eligibility criteria in AS 36.10.140 and 36.10.150 - 36.10.175. An applicant will be notified of the department's determination.

(c) The department will, in its discretion, request that an applicant provide additional information to the department. The additional information will be made a part of the application, and will, in the department's discretion, be used in determining the applicant's eligibility.

(d) If a person is determined under this section to be ineligible, a new application may be submitted if there are new or previously undisclosed facts bearing upon eligibility. The applicant shall note that the application is not an initial application and shall set out the new or previously undisclosed facts.

(e) An employer may rely on the department's determination of eligibility under this section in meeting the requirements of AS 36.10.140 (c) and 36.10.150 - 36.10.175. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.070 AS 36.10.075 AS 36.10.140

8 AAC 30.084. Appeals Of Eligibility Determinations. (a) A determination by the department under 8 AAC 30.082 that a person is not eligible for a resident hiring preference is final unless the applicant, or the applicant's representative, files a written appeal with the department within 20 days after receipt of the determination.

(b) An appeal must contain the name and mailing address of the applicant, the reasons for the appeal, and any arguments or information in support of the appeal.

(c) The department will, in its discretion, consider any relevant evidence in deciding an appeal even if the evidence is not admissible under Alaska rules of evidence. The department will, in its discretion, request additional information from the applicant. The applicant must respond in writing to a request for additional information within 10 days after receipt of the request. The department will, in its discretion, grant an extension of time to an applicant for good cause shown.

(d) Any notices or other documents in connection with an appeal will be mailed to the last address furnished by the applicant.

(e) The department will issue a written decision on the appeal within 30 days after receipt of the appeal or within 30 days after the submission of additional information requested under (c) of this section. The decision will include findings of fact and conclusions of law, and will be served on all parties to the appeal. The decision under this subsection is the final decision of the department. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.140

8 AAC 30.086. Approval Of Job Training Programs. (a) For the purposes of AS 36.10.140 (a)(4), the following types of job training programs are approved:

(1) a program approved by the Alaska Commission on Postsecondary Education, or by an equivalent agency in another state if the program is located in another state; or

(2) a program approved by the federal bureau of apprenticeship and training.

(b) For the purposes of AS 36.10.140 (a)(4), the following types of training programs will, in the department's discretion, be approved:

(1) a program sponsored or conducted by an employer or union; or

(2) a program approved under 29 U.S.C. 1501 - 1781 (Job Training Partnership Act). (Eff. 9/27/87, Register 103)

Authority: AS 36.10.140

8 AAC 30.088. Computations Regarding Hiring Preference Requirements. Computing the number of workers or positions for resident employment preference under AS 36.10 and this chapter might result in a number that contains a fraction. In

such cases, the fraction is to be dropped. For example, a result of 4.8 workers should be shown as 4 workers. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

ARTICLE 4. INVESTIGATIONS AND HEARINGS.

Section

90. Investigations, Conference, and Persuasion
100. Hearings

Section

110. Decisions

8 AAC 30.090. Investigations, Conference, and Persuasion. (a) The division will investigate potential violations of AS 36 (Public Contracts), on its own motion or on the complaint of any person.

(b) If the division finds after investigation that probable cause exists for believing that a violation of AS 36.05 or AS 36.10 has occurred, it will attempt to eliminate the unlawful practice by conference and persuasion as follows:

(1) the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 with a copy of the complaint or a description of the alleged violation and inform the respondent of the results of the division's investigation; and

(2) the division will provide an opportunity for an informal conference with the respondent to discuss the matter and attempt to eliminate the alleged violations.

(c) Repealed 1/2/91.

(d) If an alleged violation is not rectified by the informal conference or if the respondent fails to attend the conference without good cause, the division will refer the matter to the attorney general for enforcement under AS 36.05.030(b) or schedule a hearing. (Eff. 12/4/76, Register 60; am 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.120
AS 36.05.030

8 AAC 30.100. Hearings. (a) Both respondent and complainant may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent and to the complainant, if any, of the time and place of the hearing on an alleged violation of AS 36.05 or AS 36.10 by certified mail, or by personal service at least 15 days before the hearing. Mailing to the last known address or the address listed with the division of occupational licensing for construction contractors shall be considered valid service. The notice will contain a

copy of the complaint and a description of the alleged violation which will be considered at the hearing.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer, to preside over the hearing, and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule which might make improper the admission of such evidence over objection in civil actions, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but will not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent or complainant does not testify in that person's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice. (Eff. 12/4/76, Register 60; am 1/2/91, Register 116; am 8/9/01; Register 159)

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.120
AS 36.05.030

8 AAC 30.110. Decisions. (a) The hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director will act upon the hearing officer's recommendation and render a final decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent and complainant, if any, by personal service or certified mail, return receipt requested. If the director determines that the respondent has violated AS 36.05 or AS 36.10, the decision may contain such cease and desist orders and other orders and relief, including a recommendation that the respondent be placed on a list of violators who are barred

from performing public contracts as provided under AS 36.05.090 and AS 36.10.090, as the director considers appropriate to correct the unlawful conduct.

(c) If, after the director's decision finding the respondent in violation of AS 36.05 or AS 36.10 is served on the respondent, the director determines that the respondent has not ceased or has failed to correct the unlawful conduct, the director will refer the matter to the attorney general for enforcement. (Eff. 12/4/76, Register 60; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.125
AS 36.05.030 AS 36.10.120

ARTICLE 5. DEBARMENT.

Section

200. Review and recommendations
210. Hearings
220. Decisions

Section

230. Appeals
240. Request for removal

8 AAC 30.200. Review and Recommendations. (a) Contractors or subcontractors who have disregarded their obligations to employees as defined in 8 AAC 30.900 may be subject to debarment for three years.

(b) Debarment will be considered in those cases in which a contractor or subcontractor has committed willful, aggravated or repeated violations of the provisions of AS 36.05.

(c) The standards to be considered in determining if the contractor's or subcontractor's violations merit recommendation for debarment are

- (1) falsification or concealment of records;
- (2) refusal to pay prevailing wages;
- (3) failure to pay prevailing wages;
- (4) extent and seriousness of the violations; or
- (5) three or more violations on the same or separate contracts within a five-year period.

(d) A prime contractor may be considered for debarment in cases where the violations are committed by its subcontractors. Criteria considered in determining whether a prime should be debarred are:

- (1) a history of subcontractors violating under that prime;
- (2) failure of the prime contractor to notify its subcontractors of the requirements of AS 36.05; and
- (3) informing subcontractors how not to comply, or assisting a subcontractor in not complying with AS 36.05.

(e) At the completion of an enforcement action against a contractor or subcontractor for a violation of AS 36.05, the investigator will review the file to determine if a recommendation for debarment is warranted in accordance with (c) or (d) of this section. If it is determined that a recommendation for debarment is proper, the

investigator will forward the recommendation citing specific statutes through his or her supervisor to the director. The director will review the recommendation of the investigator and determine if the case will be referred for hearing.

(f) When, as a result of an investigation conducted by the department, the director finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of AS 36.05 which constitute a disregard of its obligations to employees under that chapter, the director shall notify by personal service or certified mail to the last known address, the contractor or subcontractor and its responsible officers, of the finding. The director shall afford the contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under AS 36.05.090. The director will furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified request a hearing, the request must be made by letter postmarked within 30 days of the date of the letter from the director. The request must set forth any findings which are in dispute and the reasons therefore, including any affirmative defenses to be raised. Upon receipt of a request for a hearing, the director shall refer the case for hearing to determine the facts in dispute.

(g) Hearings under this section shall be conducted in accordance with 8 AAC 30.210. If no hearing is requested within 30 days of the date of the director's letter, the director's findings shall be final. (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.210. Hearings. (a) The respondent may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent of the time and place of the hearing on an alleged violation of AS 36.05 by certified mail or by personal service at least 15 days before the hearing. The notice will contain a summary of investigative findings that will be considered at the hearing. Service on the address a contractor or subcontractor has provided to the division of occupational licensing for the purpose of obtaining a contractor's license, or the last known address furnished by the contractor or subcontractor, shall be considered valid service.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer to preside over the hearing and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule that might make improper the admission of such evidence over objection in civil actions, if the evidence is the sort of

evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but is not sufficient in itself to support a finding unless the hearsay evidence would be admissible over objection in civil actions. The hearing officer may issue subpoenas at the request of either party or on the hearing officer's own motion.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent does not testify in the respondent's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(k) The department has the burden of proving that the alleged violations have occurred. The standard of proof required is by a preponderance of the evidence. (Eff. 1/2/91, Register 116; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.220. Decisions. (a) Within 90 days of concluding a hearing, the hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director may accept the recommendations, in part or in whole, or may remand the matter for further hearing. The director must act upon the hearing officer's recommendation and render a decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent by personal service or certified mail. If the director determines that the respondent has disregarded its obligations to employees under AS 36.05, the decision will order that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090.

(c) In the absence of or in addition to action of a state disbursing officer or local fiscal officer, the department will distribute a list reflecting the names of debarred contractors and the effective period of the debarment. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.230. Appeals. The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.240. Request For Removal. Any person or firm debarred under AS 36.05.090 and 8 AAC 30.220 may, in writing, request removal from the debarment list after six months from the date the debarment took effect. All requests should be directed to the director of labor standards and safety and must contain a full explanation of the reasons why such person or firm should be removed from the debarred list. In cases where the contractor or subcontractor failed to make full restitution of wages and fringe benefit contributions to all underpaid employees, a request for removal will not be considered until all underpayments, including appropriate interest, are made. In other cases, the director will examine the facts and circumstances surrounding the violative practices which caused the debarment and issue a decision as to whether or not the person or firm has demonstrated a current responsibility to comply with AS 36.05 and therefore should be removed from the ineligible list. (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

ARTICLE 6. GENERAL PROVISIONS.

Section

900. General definitions
910. Definition of "on-site."

Section

920. Definition of "economic region."

8 AAC 30.900. General Definitions. In this chapter and in AS 36

(1) "commissioner" means the commissioner of labor and workforce development;

(2) "crafts" and "occupations" mean the occupations identified in the Standard Occupational Classification Manual (1980 edition);

(3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;

(4) "department" means the Alaska Department of Labor and Workforce Development;

(5) "director" means the director of the labor standards and safety division of the department;

(6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:

(A) failure or refusal to pay basic prevailing wages;

(B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;

(C) failure to pay at least once a week;

(D) failure to pay unconditionally; or

(E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

(7) "division" means the labor standards and safety division of the department;

(8) "eligible resident" means a person who meets the requirements of AS 36.10.140(a) and AS 01.10.055 and who, under 8 AAC 30.072, would be determined to be a resident of an area that has been determined by the department under this chapter to be a resident hiring zone of preference;

(9) "hire" and its derivatives mean engaging an individual to work on a public-funded project, and includes the transfer of an existing employee from one location to another or from one craft or occupation to another;

(10) "interest" as used in AS 36.05.090 means more than five percent investment in a partnership or association, more than ten percent share in stock in a corporation, or holding any elected or appointed office in the business entity;

(11) "majority penetration" means that the majority of qualified laborers, mechanics, and field surveyors working at a particular skill level in a particular job class, as indicated by response to a department survey, receive a particular wage;

(12) "marginally employed" means that a person is employed for fewer than 30 hours a week and the person wishes to work 30 hours or more a week;

(13) "owner/operator" as used in 8 AAC 30.020(d) means those independent contractors who by virtue of the duties they perform, or the manner in which they perform them, cannot be considered employees of the person or entity who has contracted for their services. In making this determination, the department will use the criteria established by the Alaska Supreme Court in *Jeffcoat v. State*, Dept. of Labor, Sup. Ct. Op. No. 3162 (File No. S-1444), 732 P.2d 1073 (1987). These criteria include

(A) the degree of the alleged employer's right to control the manner in which the work is to be performed;

(B) the alleged employee's opportunity for profit or loss depending upon their managerial skill;

(C) the alleged employee's investment in equipment or materials required for their task, or their employment of helpers;

(D) whether the service rendered requires a special skill;

(E) the degree of permanence of the working relationship; and

(F) whether the service rendered is an integral part of the alleged employer's business.

(14) repealed 8/9/01;

(15) "person" and "persons" as used in AS 36.05.090 means a person as that term is defined in AS 01.10.060 (8);

(16) "prevailing wage rate" means the total of the basic hourly rate, health and welfare, pension, legal service, apprentice training payments and other fringe benefits which inure to the benefit of the worker, as published by the department;

(17) "public-funded project" means a project described in AS 36.10.180 and AS 36.95.010 (3);

(18) "qualified" means having the education, training and experience necessary to perform the duties and satisfy the terms and conditions which are usual for the industry or profession or having the status specified in AS 36.95.010 (4);

(19) "state agency" means a state agency described in AS 36.10.180 (a)(1);

(20) "state employment centers" means those offices maintained by the department whose functions are to aid the unemployed in finding employment;

(21) "underemployed" means employed in a job that requires less skill or training than a job for which the employee is trained and qualified. (Eff. 7/8/73, Register 47; am 12/4/76, Register 60; am 7/30/82, Register 83; am 9/27/87, Register 103; am 1/2/91, Register 116; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.10.075 AS 36.95.010
AS 36.05.030 AS 36.10.140

Editor's note: Copies of the Standard Occupational Classification Manual adopted by reference in 8 AAC 30.900(2) are available for review at the Anchorage, Fairbanks, and Juneau offices of the department.

As of Register 151 (October 1999), the regulations attorney made technical revisions under AS 44.62.125 (b)(6) to reflect the name change of the Department of Labor to the Department of Labor and Workforce Development made by ch. 58, SLA 1999 and the corresponding title change of the commissioner of labor.

8 AAC 30.910. Definition Of "On-Site." (a) In AS 36.95.010(3), "on-site" means at the physical place where the construction called for in a contract will remain when work on it has been completed and at other property used by the contractor or subcontractor in the construction which can reasonably be said to be included in the site because of proximity. The scope of "on-site"

(1) has the following exceptions:

(A) for a truck driver employee or truck driver owner/operator working for a contractor or subcontractor on the project, "on-site" encompasses all round-trip truck driving activity associated with delivering or hauling away materials, equipment, or supplies for the purposes of completing a public construction contract;

(B) for a truck driver employee or truck driver owner/operator who is working for a contractor or subcontractor on the project, and who, for the purposes of completing a public construction contract, hauls materials, equipment, or supplies away from a public construction project footprint, but does not return to the public construction project, "on-site" encompasses the haul-away activities until the truck is offloaded;

(C) a truck driver performing delivery as an employee of a bona fide material supplier or common carrier is not "on-site" when delivering materials from a location that is not "on-site," including that material supplier's home yard or warehouse, if that location is not dedicated exclusively or nearly so to performance of one or more public construction projects;

(2) is extensive for larger projects, including airports, dams and roads, and includes the whole area in which the contract construction activity will take place; work

areas separate from the physical footprint of the construction activity, including fabrication plants, mobile factories, batch plants, borrow pits, rock quarries, job headquarters, tool yards, and similar work areas, are “on-site” if they are in close proximity and are dedicated exclusively or nearly so to performance of one or more public construction projects during the period of contract construction activity;

(3) for smaller projects, normally includes no more than the building itself and its grounds and other land or structures that are “down the block” or “across the street” that the contractor or subcontractor uses in performance of a particular public construction project.

(b) Laborers, mechanics, or field surveyors who perform duties within the limits of “on-site” are subject to the department’s wage decision for all hours spent working “on-site.” Workers who, under this subsection, are subject to the department’s wage decision include

(1) flaggers;

(2) barricade suppliers who set up or move barricades or other traffic control devices;

(3) employees of bona fide material suppliers or common carriers who perform work “on-site,” other than mere delivery, including drivers or delivery workers assisting in specific placement of asphalt or concrete during construction operations, stocking materials in rooms or on floors, or otherwise performing work in construction;

(4) workers who perform mobilization or demobilization activities;

(5) workers contracted or employed by material or equipment suppliers who erect, clean, repair, construct, or perform operational checks, other than contractually obligated warranty work, on equipment or material located “on-site”; and

(6) laborers, mechanics, or field surveyors who are engaged by a person or business that is hired or contracted by a prime construction contractor or subcontractor to provide services that are integral and necessary to the construction project; workers who are subject to this paragraph

(A) shall be considered to be “on-site” in the performance of those duties that the contractor or subcontractor was required to perform;

(B) include a trucking firm other than a common carrier whose services are engaged by a construction contractor or subcontractor on a public works job to pick up materials from a supplier’s delivery point and transport them to the job site.

(c) Not included in “on-site” are permanent home offices, branch plants, fabrication plants, tool yards, and other establishments of a contractor or subcontractor whose locations and continuance are governed by its general business operations.

This is so even though mechanics, laborers, and field surveyors working at these establishments may repair or maintain machinery used in contract performance or make doors, windows, frames, or forms called for by the contract while continuing normal commercial work. Regardless of the activities performed at these establishments, the department's wage decision does not apply, because they are not "on-site." However, if mechanics, laborers, or field surveyors are required to go to a place that is "on-site" to perform activities on the contract, the department's wage decision is applicable for the actual time so spent, not including travel.

(d) For purposes of this section, a location or work area, or the existence or continuing operation of an enterprise, is dedicated exclusively or nearly so one or more public construction projects to if

(1) the location, work area, or enterprise is established in conjunction with one or more public construction projects; and

(2) during the year before a public construction project and during the life of a public construction project, less than 10 percent of documented sales or other uses are attributed to non-public construction projects.

(e) For purposes of this section, a site is in proximity to a public construction project if it is nearby the public construction project footprint and used on a regular and recurring basis to complete the public construction contract. The department will determine whether a site is in proximity to a public construction project on a project-by-project basis, taking into account

(1) the type of project;

(2) whether the use of a nearby site is required for completion of the project;

(3) whether the area of contract operations is developed or undeveloped; and

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

(A) means a commercial enterprise that holds itself out to the public as offering to supply sand, gravel, ready-mixed concrete, hot asphalt, or other construction materials to multiple clients for both public and private jobs;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects;

(2) "common carrier"

(A) means a commercial enterprise that holds itself out to the public as offering to transport freight or passengers and delivers multiple types of materials to multiple clients for both public and private jobs on a recurrent basis over established routes; in this subparagraph, "freight"

(i) means materials, supplies, and equipment, other than materials described in (ii) of this subparagraph;

(ii) does not include dirt, sand, gravel, rock, or other naturally occurring earth materials;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects.

(1) includes work under a limited or full warranty; the services that are normally provided under that warranty to repair a defect or malfunction are not subject to AS 36 even if performed on-site; and

(2) does not include routine daily or periodic maintenance. (Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/24/11, Register 197)

Authority: AS 23.05.060 AS 36.05.030 AS 36.10.075

8 AAC 30.920. Definition Of "Economic Region." In AS 36.10, "economic region" means a geographic area of the state sharing similar economic or demographic characteristics. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.990

Editor's note: Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Division of Labor Standards and Safety, 3301 Eagle Street, Suite 301, Anchorage, Alaska 99503-4149.

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LABOR STANDARDS REGULATIONS
NOTICE REQUEST

If you would like to receive Wage & Hour or Mechanical Inspection publications or regulations information, please indicate below which programs you would like, print your name and mailing address in the space provided, and mail this page to:

Alaska Department of Labor and Workforce Development
Wage and Hour Administration
3301 Eagle Street, Suite 301
Anchorage, Alaska 99503

For REGULATIONS information relating to any of the following:

- Wage & Hour Title 23 Employment Practices
- Wage & Hour Title 36 Public Works
- Current Prevailing Wage Rates
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

For information on any of the following SEMINARS:

- Electrical Plumbing Boiler

Request any of the following PUBLICATIONS by checking below:

- Wage & Hour Title 23 Employment Practices Public Construction Pamphlet
- Minimum Wage & Overtime Poster Public Construction Wage Rates
- Child Labor Poster Child Labor Pamphlet

PLEASE NOTE: DUE TO INCREASED MAILING COSTS AND BUDGET CONSTRAINTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE.

Name: _____

Mailing Address: _____

E-mail Address: _____

VALDEZ GLACIER STREAM EMERGENCY WATERSHED PROJECT VALDEZ, ALASKA

PLANS FOR THE CONSTRUCTION OF TRAINING DIKE AND RIPRAP REVETMENT

PREPARED FOR THE CITY OF VALDEZ
BY

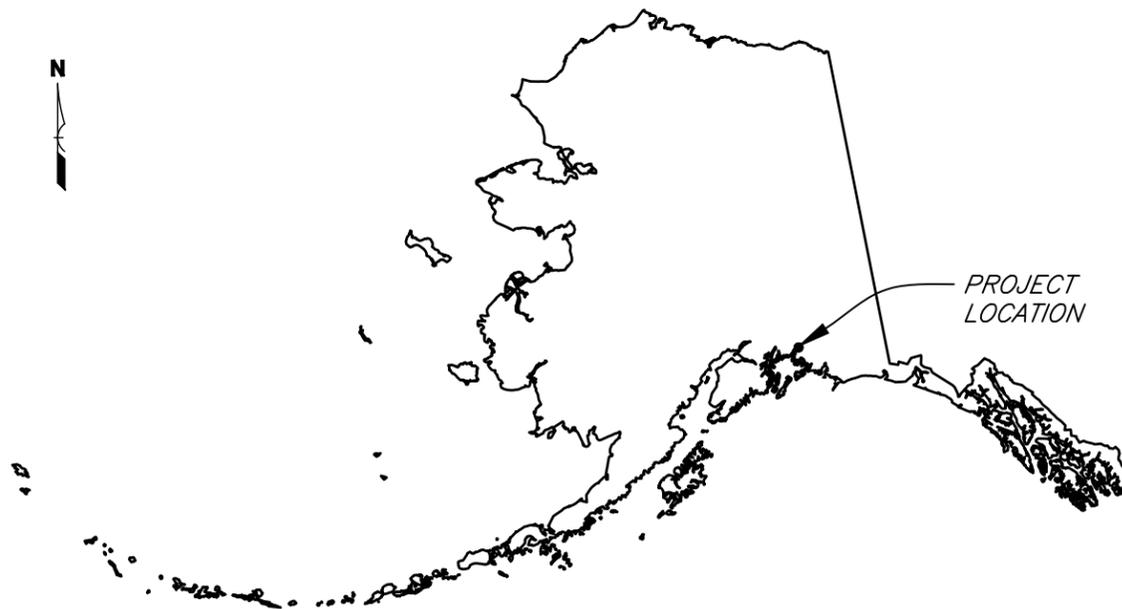


INDEX OF DRAWINGS

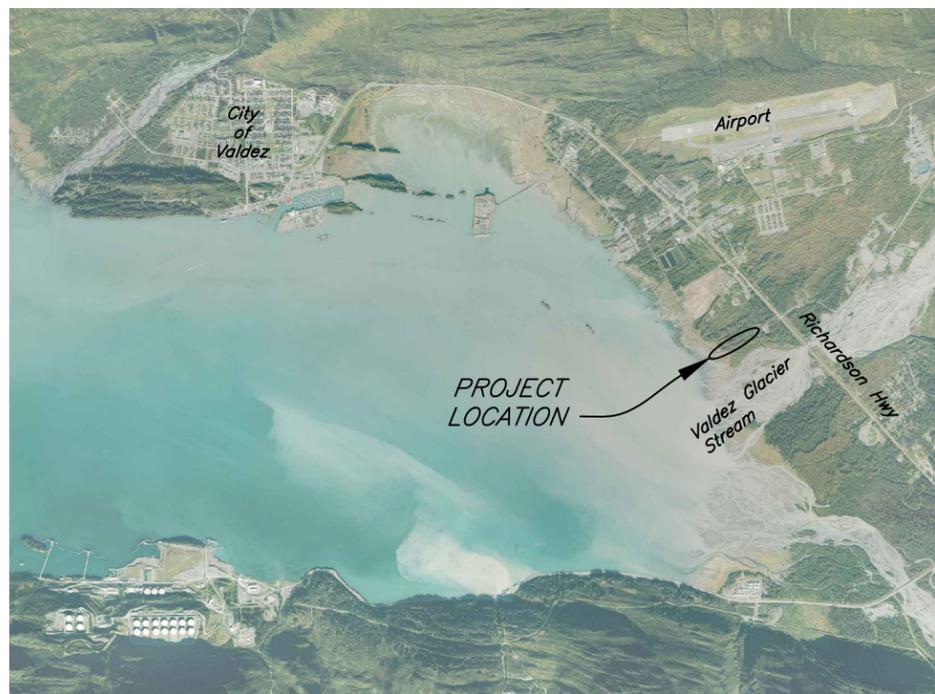
SHEET	TITLE
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5	PLAN PROFILE - STA 13+00 TO 19+00
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8	TYPICAL CROSS SECTIONS

GENERAL NOTES

- Any coordinates shown are based on survey point number 1 labeled as IP-1 which is in UTM Zone 6 North Datum NAD1983(2011) coordinates. These coordinates were derived from an OPUS solution and is measured horizontal surface in U.S. survey feet.
- Elevations are in U.S. survey feet and the datum is NAVD88 computed using Geoid 12B.
- Any stationing refers to centerline or baseline of construction and is the measured horizontal surface.
- No representation is made as to the existence or non-existence of any utilities, public or private. Absence of any utilities on these drawings is not assurance that no utilities are present. If buried utilities are shown, the location and depth are approximate. The specific location and depth of any utility must be determined by the utility prior to any excavation.



ALASKA
LOCATION MAP
Not To Scale



VICINITY MAP
Not To Scale

Valdez Glacier Stream.dwg 1-Cover 3/8/2017 4:44PM

Date	Designed	Drawn	Checked	Approved
09/2016	L. STEINKE	B. DALLAS	B. NELSON	
09/2016				
10/2019				

COVER SHEET
VALDEZ GLACIER STREAM EWP
STREAMBANK EROSION
CITY OF VALDEZ
ALASKA
VALDEZ



File Name	SEE LEFT BORDER
Drawing Name	SAME AS FILE NAME
Sheet	1 of 8



TRAINING DIKE – ALIGNMENT DATA

Number*	Start Station	Line/Chord Azimuth	Delta Angle	Radius	Length	Start Point (N, E)
L1	1+00.00	231°44'14.64"			195.00'	22229134.61, 1773415.26
C1	2+95.00	237°12'35.50"	10°56'41.72"	500.00	95.51'	22229013.85, 1773262.15
L2	3+90.51	242°40'56.36"			1834.49'	22228962.21, 1773181.98

RAMP – ALIGNMENT DATA

Number*	Start Station	Line/Chord Azimuth	Delta Angle	Radius	Length	Start Point (N, E)
L3	50+00.00	242°40'56.36"			10.02'	22228453.03, 1772196.23
C2	50+10.02	250°16'23.64"	15°10'54.57"	300.00	79.49'	22228448.44, 1772187.32
L4	50+89.51	257°51'50.93"			100.50'	22228421.68, 1772112.72
C3	51+90.01	268°22'02.73"	21°00'23.60"	300.00	109.99'	22228400.56, 1772014.47

* See Plan Profile drawings for alignment segment numbers



Work Limits Point Table

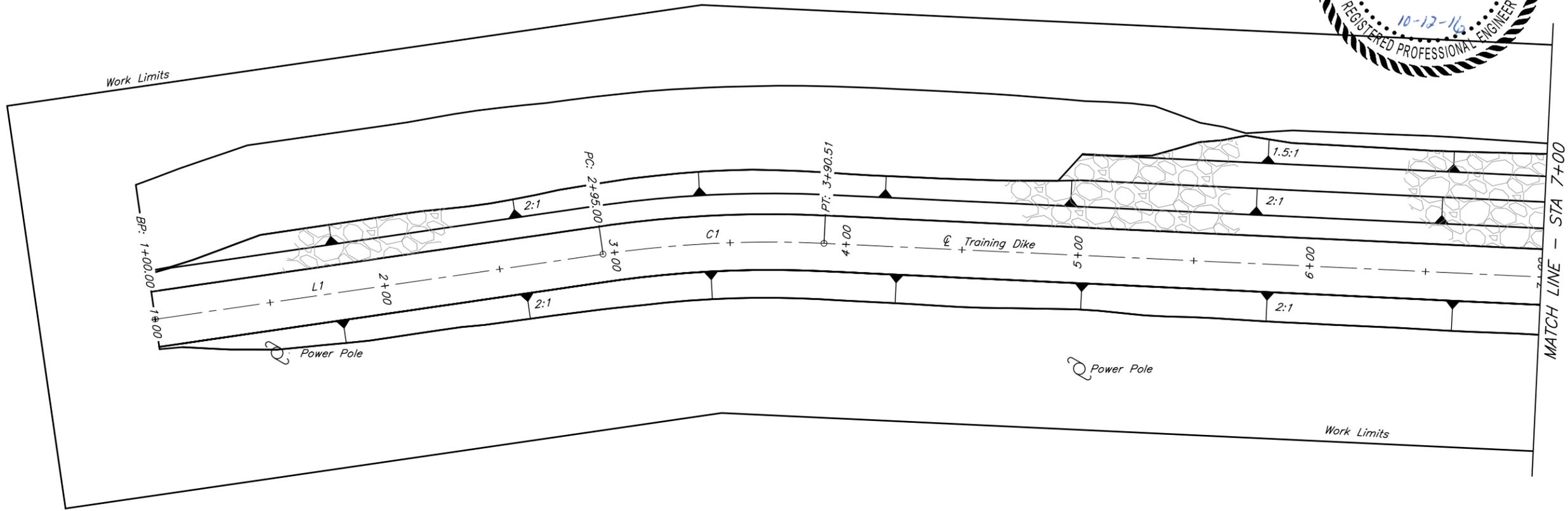
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300	22229224.46	1773408.08	WORK LIMITS
301	22229087.05	1773516.45	WORK LIMITS
302	22228899.74	1773278.95	WORK LIMITS
303	22228019.99	1771575.76	WORK LIMITS
304	22228175.48	1771495.45	WORK LIMITS
305	22228357.75	1771848.34	WORK LIMITS
306	22228479.25	1771867.30	WORK LIMITS
307	22228465.11	1771957.92	WORK LIMITS
308	22228501.31	1772126.26	WORK LIMITS
309	22229047.53	1773183.74	WORK LIMITS

Survey Monuments Table

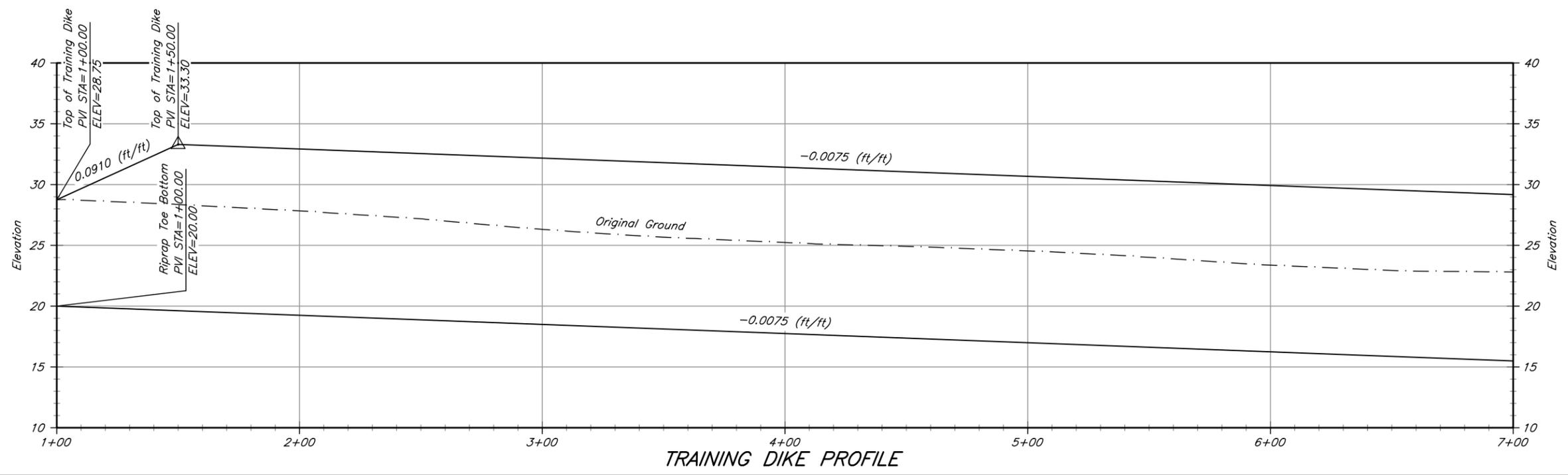
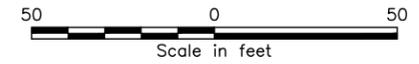
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1	22228344.33	1775456.20	50.65	IP-1	#4 Rebar
2	22228575.32	1775298.64	50.59	REFPT 1	Corner Point of Concrete Curb
3	22228903.22	1771061.75	12.89	IP-2	#4 Rebar
20	22231341.88	1772517.92	38.46	ROW MON	Rebar with Aluminum Cap

	Date	09/2016	09/2016	10/2019
Designed	L. STEINKE	Drawn	B. DALLAS	Checked
			B. NELSON	Approved
ALASKA				
LOCATION MAP				
VALDEZ GLACIER STREAM EWP				
STREAMBANK EROSION				
CITY OF VALDEZ				
VALDEZ				
United States Department of Agriculture Natural Resources Conservation Service				
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Sheet 2 of 8				

Work Limits



PLAN VIEW



TRAINING DIKE PROFILE

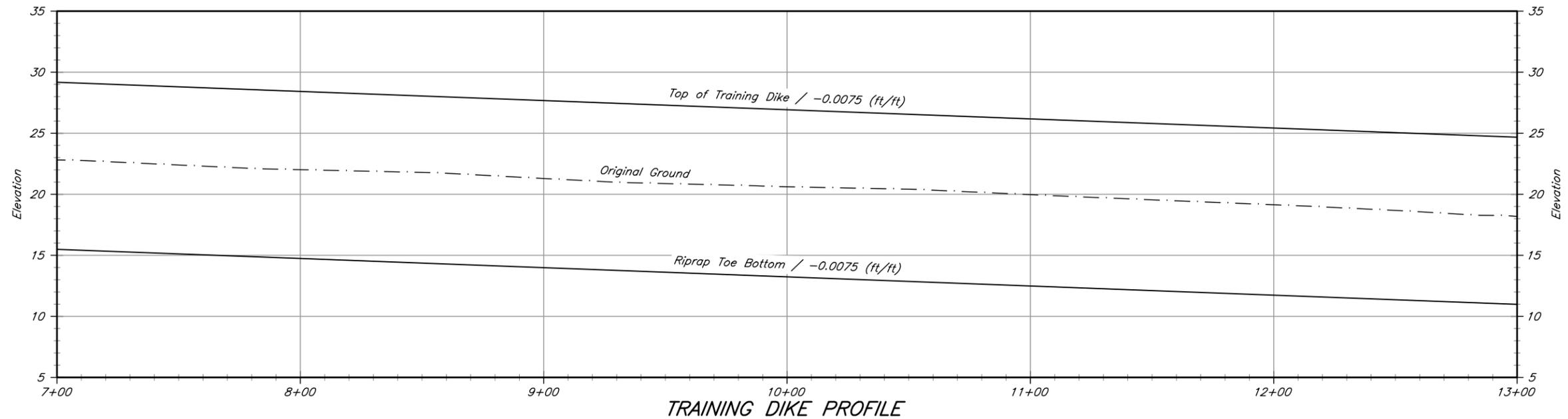
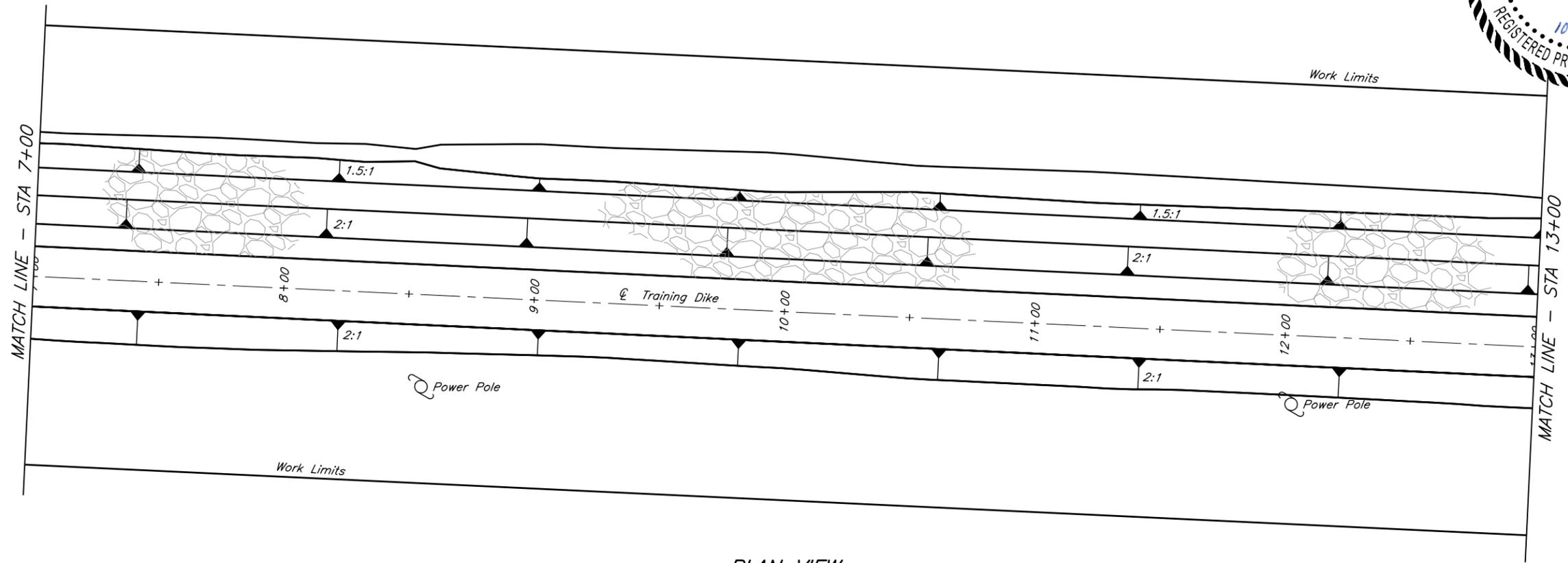
Designed	L. STEINKE	Date	09/2016
Drawn	B. DALLAS		09/2016
Checked	B. NELSON		10/2019
Approved			

PLAN PROFILE - STA 1+00 TO 7+00
VALDEZ GLACIER STREAM EWP

STREAMBANK EROSION
CITY OF VALDEZ



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Drawing Name
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TRAINING DIKE PROFILE

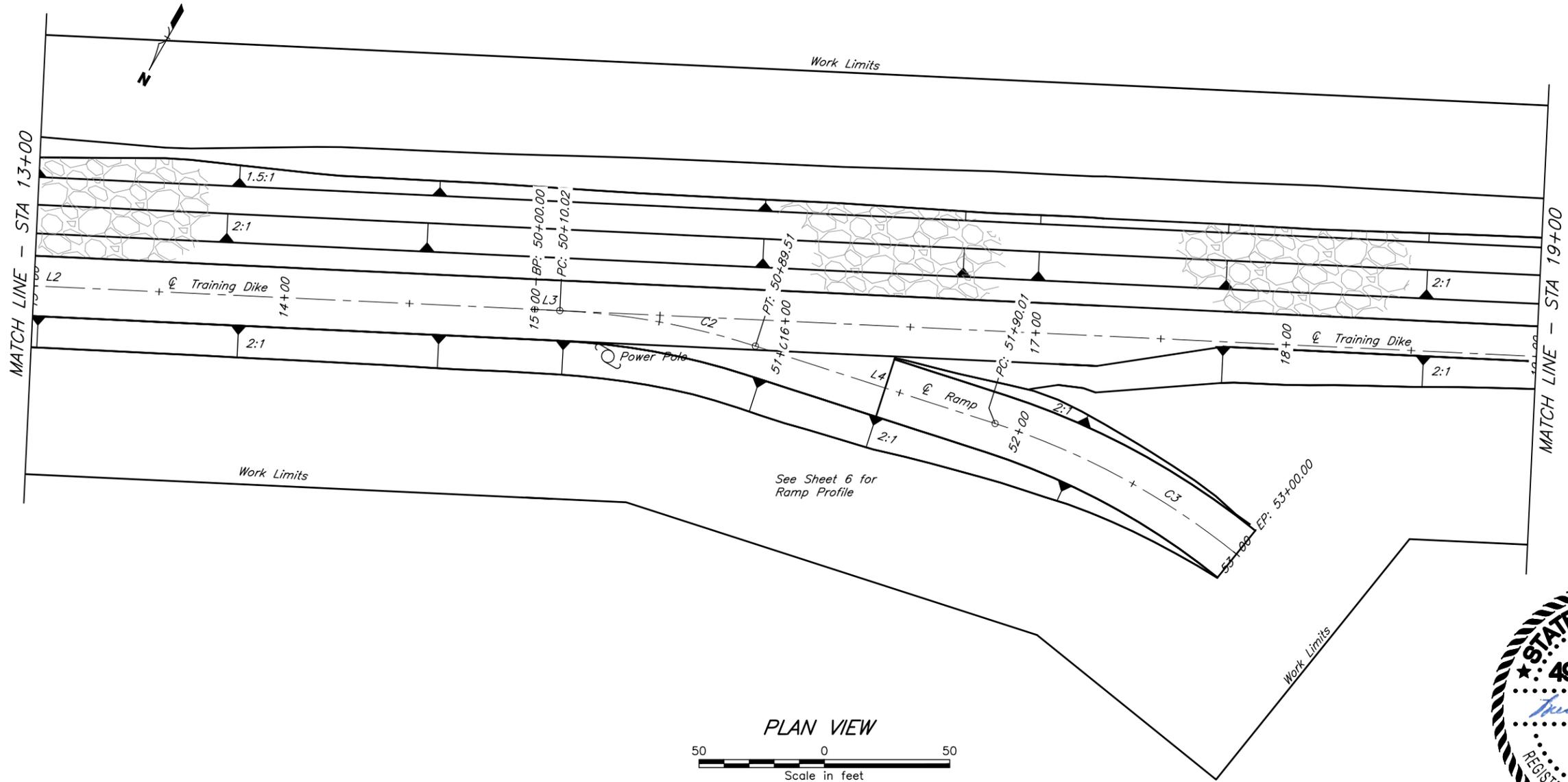


Date	09/2016
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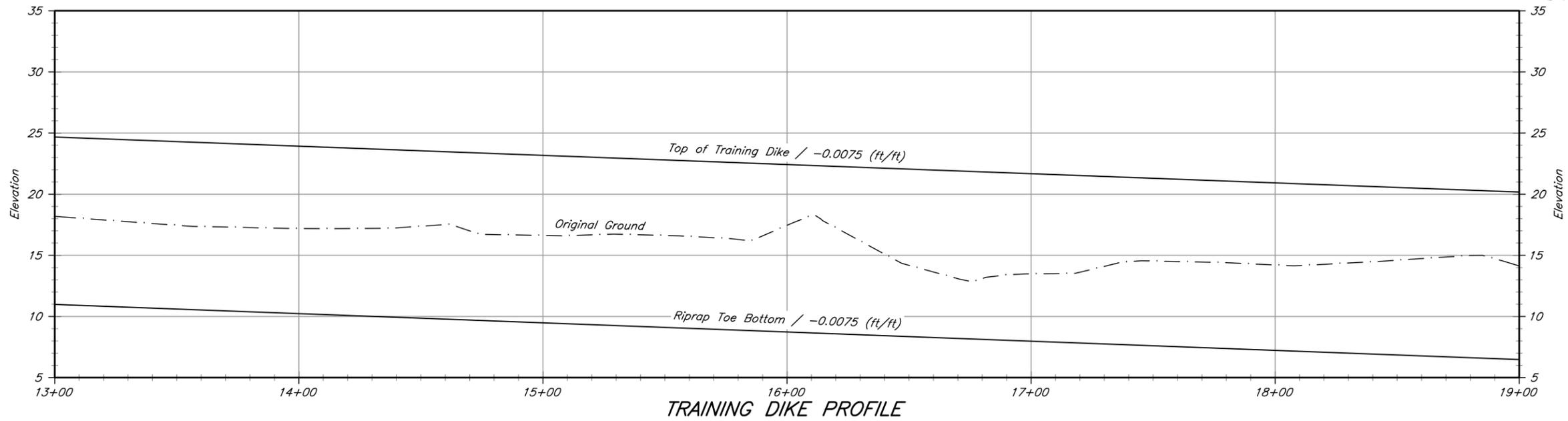
PLAN PROFILE - STA 7+00 TO 13+00
VALDEZ GLACIER STREAM EWP
STREAMBANK EROSION
CITY OF VALDEZ
ALASKA



File Name
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Drawing Name
SAME AS FILE NAME



PLAN VIEW
Scale in feet



TRAINING DIKE PROFILE

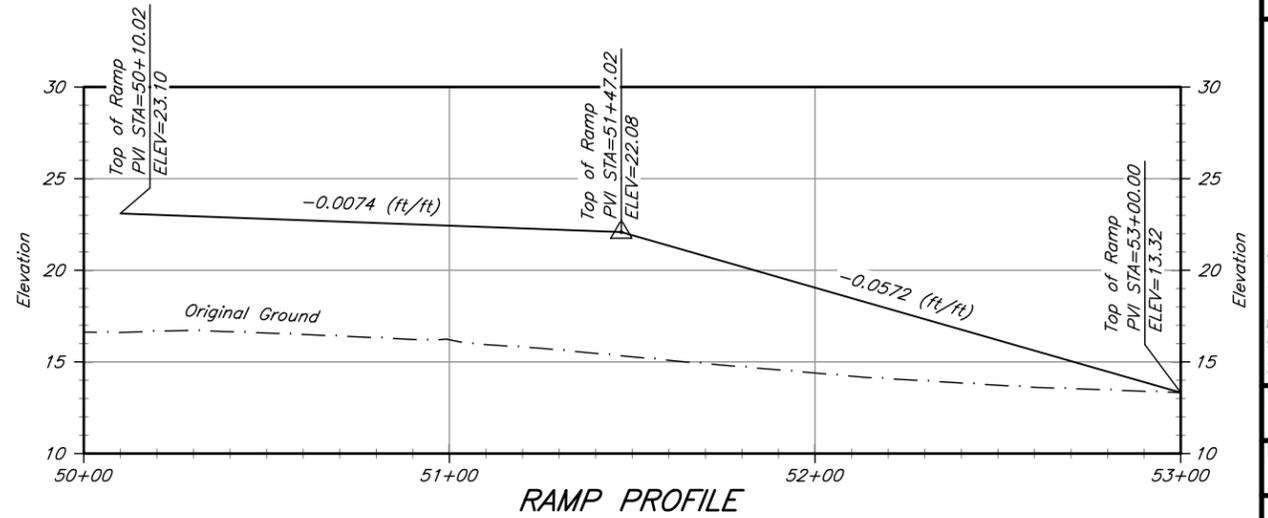
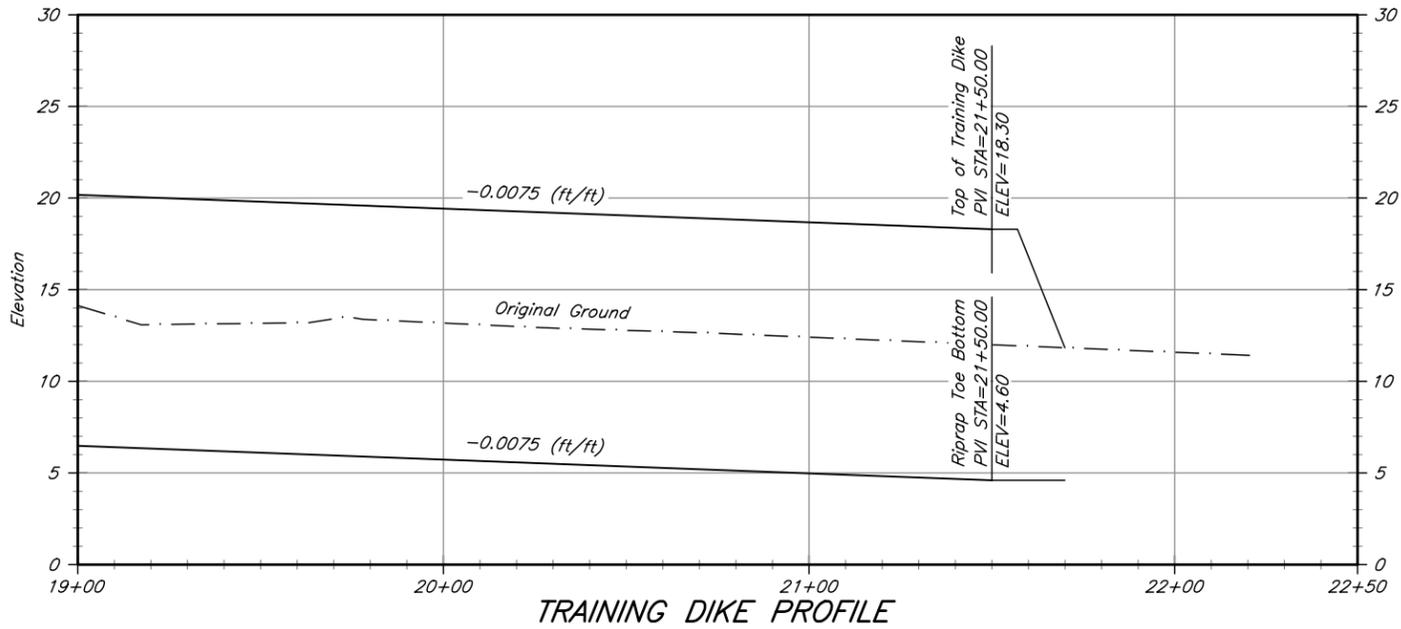
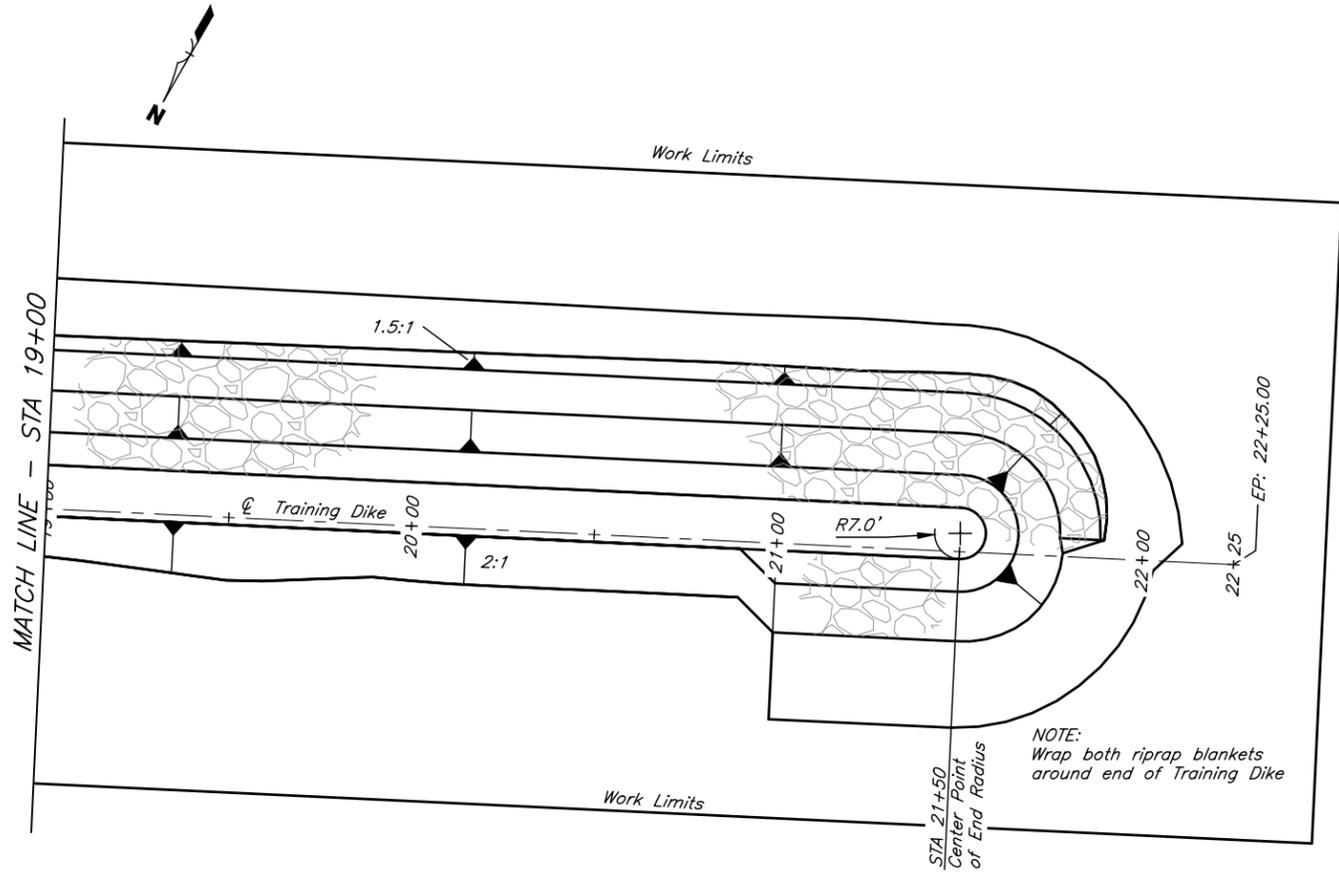


Designed	L. STEINKE	Date	09/2016
Drawn	B. DALLAS	Date	09/2016
Checked	B. NELSON	Date	10/2019
Approved			

PLAN PROFILE - STA 13+00 TO 19+00
VALDEZ GLACIER STREAM EWP
STREAMBANK EROSION
CITY OF VALDEZ
ALASKA

United States Department of Agriculture
Natural Resources Conservation Service

File Name
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Drawing Name
SAME AS FILE NAME



Designed	L. STEINKE	Date	09/2016
Drawn	B. DALLAS		09/2016
Checked	B. NELSON		10/2019
Approved			

PLAN PROFILE - STA 19+00 TO 22+25

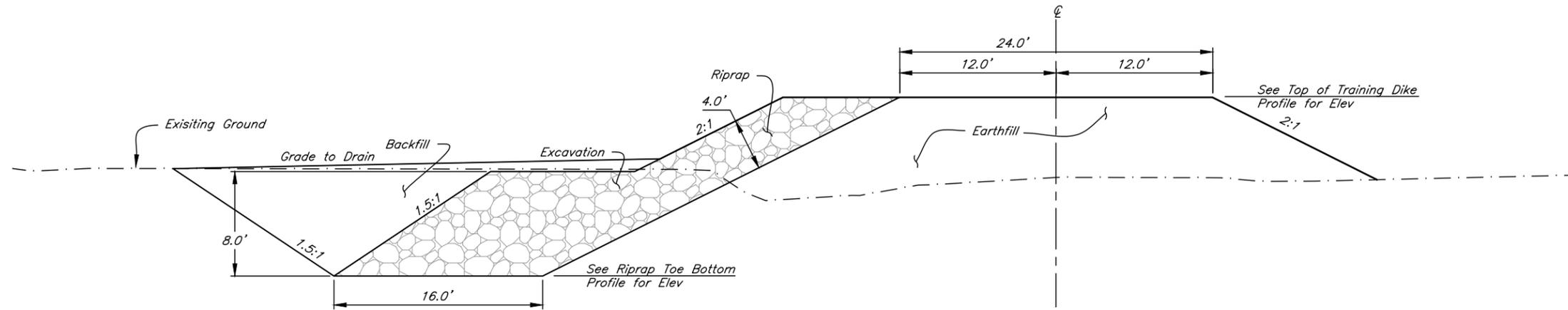
VALDEZ GLACIER STREAM EWP

STREAMBANK EROSION
CITY OF VALDEZ

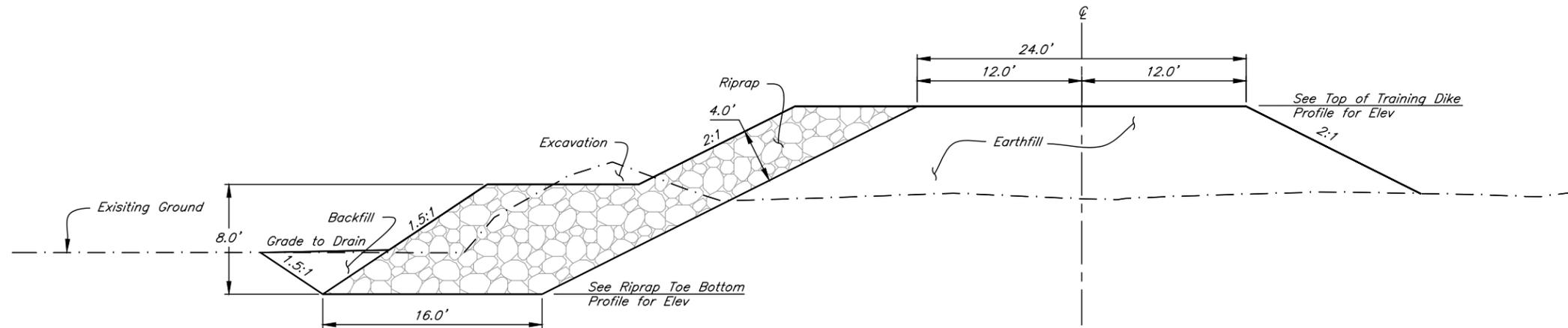


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TYPICAL CROSS SECTION
STA 1+00 TO 5+00
Scale in feet



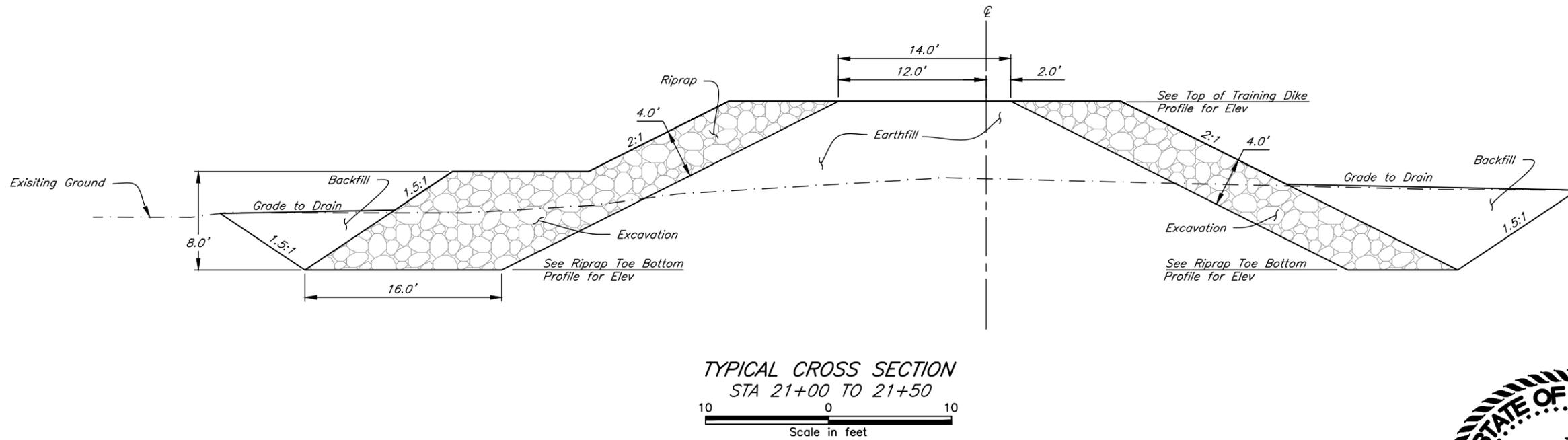
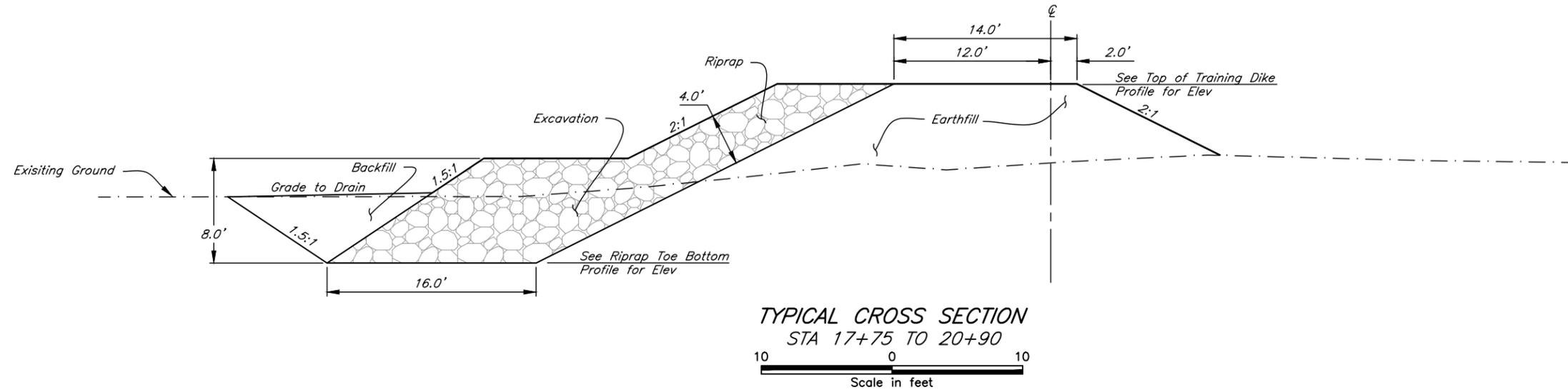
TYPICAL CROSS SECTION
STA 5+00 TO 17+25
Scale in feet



Designed	L. STEINKE	Date	09/2016
Drawn	B. DALLAS		09/2016
Checked	B. NELSON		10/2019
Approved			

ALASKA
TYPICAL CROSS SECTIONS
VALDEZ GLACIER STREAM EWP
STREAMBANK EROSION
CITY OF VALDEZ
VALDEZ

United States Department of Agriculture	USDA
Natural Resources Conservation Service	
File Name	SEE LEFT BORDER
Drawing Name	SAME AS FILE NAME
Sheet	7 of 8



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Checked	B. NELSON		10/2019
Approved			

TYPICAL CROSS SECTIONS
VALDEZ GLACIER STREAM EWP
STREAMBANK EROSION
CITY OF VALDEZ
ALASKA
VALDEZ

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	Sheet 8 of 8



United States Department of Agriculture

NATURAL RESOURCES CONSERVATION SERVICE

CONSTRUCTION and MATERIAL SPECIFICATIONS

**Valdez Glacier Stream Training Dike and Riprap Revetment
Valdez, Alaska**

Construction Specifications

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Construction Specification 2—Clearing and Grubbing

1. Scope

The work consists of clearing and grubbing and disposal of trees, snags, logs, brush, stumps, shrubs, and rubbish from the designated areas.

2. Protection of existing vegetation

Trees and other vegetation designated to remain undisturbed shall be protected from damage throughout the duration of the construction period. Any damages resulting from the contractor's operations or neglect shall be repaired by the contractor.

Earthfill, stockpiling of materials, vehicular parking, and excessive foot or vehicular traffic shall not be allowed within the drip line of vegetation designated to remain in place. Vegetation damaged by any of these or similar actions shall be replaced with viable vegetation of the same species, similar condition, and like size unless otherwise approved by the contracting officer.

Any cuts, skins, scrapes, or bruises to the bark of the vegetation shall be carefully trimmed and local nursery accepted procedures used to seal damaged bark.

Any limbs or branches 0.5 inch or larger in diameter that are broken, severed, or otherwise seriously damaged during construction shall be cut off at the base of the damaged limb or branch flush with the adjacent limb or tree trunk. All roots 1-inch or larger in diameter that are cut, broken, or otherwise severed during construction operations shall have the end smoothly cut perpendicular to the root. Roots exposed during excavation or other operations shall be covered with moist earth or backfilled as soon as possible to prevent the roots from drying out.

3. Marking

The limits of the area(s) to be cleared and grubbed will be marked by stakes, flags, tree markings, or other suitable methods. Trees to be left standing and uninjured will be designated by special markings placed on the trunk about 6 feet above the ground surface.

4. Clearing and grubbing

All trees not marked for preservation and all snags, logs, brush, stumps, shrubs, rubbish, and similar materials shall be cleared from within the limits of the designated areas. Unless otherwise specified, all stumps, roots, and root clusters that have a diameter of 1 inch or larger shall be grubbed out to a depth of at least 2 feet below subgrade for concrete structures and 1 foot below the ground surface at embankment sites and other designated areas.

5. Disposal

All materials cleared and grubbed from the designated areas shall be disposed of at locations shown on the drawings or in a manner specified in section 7. The contractor is responsible for complying with all local rules and regulations and the payment of any and all fees that may result from disposal at locations away from the project site.

6. Measurement and payment

Method 1—For items of work for which specific units prices are established in the contract, the cleared and grubbed area is measured to the nearest 0.1 acre. Payment for clearing and grubbing is made for the total area within the designated limits at the contract unit price. Such payment will

constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 2—For items of work for which specific unit prices are established in the contract, the length of the cleared and grubbed area is measured to the nearest full station (100 feet) along the line designated on the drawing or identified in the specifications. Payment for clearing and grubbing is made for the total length within the designated limits at the contract unit price. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 3—For items of work for which specific unit prices are established in the contract, each tree, stump, and snag having a diameter of 4 inches or larger and each log having a diameter of 4 inches or larger and a length of 10 feet are measured before removal. The size of each tree and snag is determined by measuring its trunk at breast height above the natural ground surface. The size of each log is determined by measuring the butt and by measuring its length from butt to tip. The size of each stump is measured at the top. Diameter is determined by dividing the measured circumference by 3.14.

Payment for clearing and grubbing of each tree, stump, and snag having a diameter of 4 inches or larger and each log having a diameter of 4 inches or larger and a length of 10 feet or larger is made at the contract unit price for its size designation as determined by the following schedule:

Measured diameter (in)	Size designation (in)
4 to 8	6
8 to 12	10
12 to 24	18
24 to 36	30
36 to 60	48
Over 60	60

The sum of such payments shall constitute full compensation for clearing and grubbing (including the clearing and grubbing of smaller trees, stumps, snags, logs, brush, shrubs, and roots), applicable permits and associated fees, and rubbish removal. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 4—For items of work for which specific lump sum prices are established in the contract, payment for clearing and grubbing is made at the contract lump sum price. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

All Methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7.

7. Items of work and construction details

A. Bid Item 1, Clearing and Grubbing

1. This item shall consist of clearing vegetation from the area for construction of the training dike and rock riprap revetment.
2. In Section 2, Protection of existing vegetation, no vegetation within the areas marked for clearing and grubbing needs protection. Vegetation in areas outside the marked areas shall not be disturbed.
3. In Section 3, Marking, the Engineer will mark the clearing limits in the field.
4. In Section 5, Disposal, cleared materials shall be disposed of outside the work limits at a site of the Contractor's choosing, in compliance with all federal, state, and local laws and regulations, and in compliance with all applicable permit conditions.
5. In Section 6, Measurement and payment, Method 4 shall apply.

Construction Specification 5—Pollution Control

1. Scope

The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.

2. Material

All material furnished shall meet the requirements of the material specifications listed in section 8 of this specification.

3. Erosion and sediment control measures and works

The measures and works shall include, but are not limited to, the following:

Staging of earthwork activities—The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.

Seeding—Seeding to protect disturbed areas shall occur as soon as reasonably possible following completion of that earthwork activity.

Mulching—Mulching to provide temporary protection of the soil surface from erosion.

Diversions—Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. They are temporary and shall be removed and the area restored to its near original condition when the diversions are no longer required or when permanent measures are installed.

Stream crossings—Culverts or bridges where equipment must cross streams. They are temporary and shall be removed and the area restored to its near original condition when the crossings are no longer required or when permanent measures are installed.

Sediment basins—Sediment basins collect, settle, and eliminate sediment from eroding areas from impacting properties and streams below the construction site(s). These basins are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Sediment filters—Straw bale filters or geotextile sediment fences trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. These filters are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Waterways—Waterways for the safe disposal of runoff from fields, diversions, and other structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Other—Additional protection measures as specified in section 8 of this specification or required by Federal, State, or local government.

4. Chemical pollution

The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to collect and temporarily contain chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer washwater, or asphalt, produced as a by-product of the construction activities. Pollutants shall be disposed of in accordance with appropriate State and Federal regulations. At the completion of the construction work, tanks, barrels, and sumps shall be removed and the area restored to its original condition as specified in section 8 of this specification. Sump removal shall be conducted without causing pollution.

Sanitary facilities, such as chemical toilets, or septic tanks shall not be located next to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution as specified in section 8 of this specification.

5. Air pollution

The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations.

Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall ensure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the engineer 5 working days before the first application.

6. Maintenance, removal, and restoration

All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition.

7. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, each item is measured to the nearest unit applicable. Payment for each item is made at the contract unit price for that item. For water or chemical suppressant items used for dust control for which items of work are established in section 8 of this specification, measurement for payment will not include water or chemical suppressants that are used inappropriately or excessive to need. Such payment will constitute full compensation for the completion of the work.

Method 2—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds and supported by invoices presented by the contractor that reflect actual costs. If the total of all progress payments is less than the lump sum contract price for this item, the balance remaining for this item will be included in the final contract payment. Payment of the lump sum contract price will constitute full compensation for completion of the work.

Method 3—For items of work for which lump sum prices are established in the contract, payment will be prorated and provided in equal amounts on each monthly progress payment estimate. The number of months used for prorating shall be the number estimated to complete the work as outlined in the contractor's approved construction schedule. The final month's prorate amount will be provided with the final contract payment. Payment as described will constitute full compensation for completion of the work.

All Methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items, and the items to which they are made subsidiary, are identified in section 8 of this specification.

8. Items of work and construction details

The items of work to be performed in conformance with this specification are:

A. Bid Item 2, Pollution Control

1. This item shall consist of providing all equipment, materials, and labor necessary to minimize water, air, or other pollution from construction operations. Pollution control efforts shall comply with all local, state, and federal permits and regulations.
2. In Section 3, Erosion and sediment control measures and works,
 - a. Earth stockpiles shall be located where runoff and erosion can be managed a manner that minimizes sediment entering waters of the State.
 - b. The Contractor shall be responsible for developing a Storm Water Pollution Prevention Plan (SWPPP), and obtaining coverage under the Storm Water Construction General Permit from the Alaska Department of Environmental Conservation.

The City of Valdez will be a co-permittee with the Contractor on the SWPPP for the actual project site. As such, the SWPPP developed by the Contractor for the actual project site shall be subject to the approval of the Contracting Officer. This SWPPP shall be submitted to the Contracting Officer for concurrence not less than 21 days prior to commencing any ground disturbing work on the site. The Contractor shall be solely responsible for paying any fees associated with the Construction General Permit/SWPPP. Upon final acceptance of the project, the Contractor shall submit a Notice of Termination as required under the Construction General Permit.

In accordance with the Storm Water Construction General Permit, the SWPPP shall contain requirements for periodic inspections of the site and BMPs by the Contractor. After each inspection, the Contractor shall prepare a written report which summarizes the status of inspected items. The report author(s) shall be present at the inspection. The report shall evaluate effectiveness, identify maintenance needs, and recommend remedial corrective action(s). This report shall be signed by the author(s), site superintendent, and the chief inspector. A copy of each signed inspection report shall be delivered to the Contracting Officer within three days following the inspection.

The SWPPP shall contain conditions that require the Contractor to potentially adjust operations and add/change BMPs during construction, if warranted by observed or expected conditions. Costs of any such adjustments or additional BMPs shall be part of this bid item.

The Contractor shall be held liable to pay or reimburse the City of Valdez for any fines levied against the City resulting from failure of any pollution prevention measures, whether caused by improper installation, maintenance, or repair.

3. Permits required to conduct the work, other than those already obtained by the Contracting Officer, shall be the responsibility of the Contractor. The Contractor shall conduct work only within the limits of the permits.
4. No burning or burial of any trash or rubbish shall be allowed anywhere within the work limits.

5. The construction site shall be maintained in a clean and sanitary condition throughout the duration of the project.
6. In Section 7, Measurement and payment, Method 3 shall apply. Such payment will constitute full payment for the following related Subsidiary items:

Water for Construction; and
Removal of Water.

Construction Specification 6—Seeding, Sprigging, and Mulching

1. Scope

The work consists of preparing the area for treatment; furnishing and placing seed, sprigs, mulch, fertilizer, inoculant, lime, and other soil amendments; and anchoring mulch in designated areas as specified.

2. Material

Seed—All seed shall conform to the current rules and regulations of the state where it is being used and shall be from the latest crop available. It shall meet or exceed the standard for purity and germination listed in section 7.

Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures are evidence of purity and germination. No seed will be accepted with a test date of more than 9 months before the delivery date to the site.

Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The percent of noxious weed seed allowable shall be as defined in the current State laws relating to agricultural seeds. Each type of seed shall be delivered in separate sealed containers and fully tagged unless exception is granted in writing by the contracting officer.

Fertilizer—Unless otherwise specified, the fertilizer shall be a commercial grade fertilizer. It shall meet the standard for grade and quality specified by State law. Where fertilizer is furnished from bulk storage, the contractor shall furnish a supplier's certification of analysis and weight. When required by the contract, a representative sample of the fertilizer shall be furnished to the contracting officer for chemical analysis.

Inoculants—The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used except four times the amount shall be used when seed is applied using a hydraulic seeder. Seed shall be sown within 24 hours of treatment and shall not remain in the hydraulic seeder longer than 4 hours.

Lime and other soil amendments—Lime shall consist of standard ground agriculture limestone, or approved equivalent. Standard ground agriculture limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Other soil amendments shall meet quality criteria and application requirements specified in section 7.

Mulch tackifiers—Asphalt emulsion tackifiers shall conform to the requirements of ASTM D977, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium setting, or slow setting. Nonasphaltic tackifiers required because of environmental considerations shall be as specified in section 7.

Straw mulch material—Straw mulch shall consist of wheat, barley, oat or rye straw, hay, grass cut from native grasses, or other plants as specified in section 7. The mulch material shall be air-

dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds is not permitted. The contractor shall provide a method satisfactory to the contracting officer for determining weight of mulch furnished.

Other mulch materials—Mulching materials, such as wood cellulose fiber mulch, mulch tackifiers, synthetic fiber mulch, netting, and mesh, are other mulching materials that may be required for specialized locations and conditions. These materials, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

3. Seeding mixtures, sod, sprigs, and dates of planting

The application rate per acre for seed mixtures, sprigs, or sod and date of seeding or planting shall be as shown on the plans or as specified in section 7.

4. Seedbed preparation and treatment

Areas to be treated shall be dressed to a smooth, firm surface. On sites where equipment can operate on slopes safely, the seedbed shall be adequately loosened (4 to 6 inches deep) and smoothed. Depending on soil and moisture conditions, disking or cultipacking, or both, may be necessary to properly prepare a seedbed. Where equipment cannot operate safely, the seedbed shall be prepared by hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place.

If seeding is to be accomplished immediately following construction operations, seedbed preparation may not be required except on a compacted, polished, or freshly cut soil surface.

Rocks larger than 6 inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of as specified in section 7.

Seedbed preparation shall be discontinued when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by the contracting officer's technical representative (COTR).

5. Seeding, sprigging, fertilizing, mulching, and stabilizing

All seeding or sprigging operations shall be performed in such a manner that the seed or sprigs are applied in the specified quantities uniformly in the designated areas. The method and rate of seed application shall be as specified in section 7. Unless otherwise specified, seeding or sprigging shall be accomplished within 2 days after final grading is completed and approved.

Fertilizer, lime, and other soil amendments shall be applied as specified in section 7. When specified, the fertilizer and soil amendments shall be thoroughly incorporated into the soil immediately following surface application.

The rate, amount, and kind of mulching or mesh shall be as specified in section 7. Mulches shall be applied uniformly to the designated areas. They shall be applied to areas seeded not later than 2 working days after seeding has been performed. Straw mulch material shall be stabilized within 24 hours of application using a mulch crimper or equivalent anchoring tool or by a suitable tackifier. When the mulch crimper or equivalent anchoring tool is used, it shall have straight blades and be the type manufactured expressly for and capable of firmly punching the mulch into the soil. Where the equipment can be safely operated, it shall be operated on the contour. Hand methods shall be used where equipment cannot safely operate to perform the work required.

The tackifier shall be applied uniformly over the mulch material at the specified rate, or it shall be injected into the mulch material as it is being applied. Mesh or netting stabilizing materials shall be applied smoothly, but loosely on the designated areas. The edges of these materials shall be buried or securely anchored using spikes or staples as specified in section 7.

The contractor shall maintain the mesh or netting areas until all work under the contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by water erosion, wind, fire, or other causes. Such areas shall be repaired to reestablish the intended condition and to the design lines and grades required by the contract. The areas shall be refertilized, reseeded, and remulched before the new application of the mesh or netting.

6. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, each area treated is measured as specified in section 7 and the area calculated to the nearest 0.1 acre. Payment for treatment is made at the contract unit price for the designated treatment, which will constitute full compensation for completion of the work.

When specified as an item of work, mesh or netting is measured to the nearest square yard of surface area covered and accepted. Payment is made at the contract unit price and will constitute full compensation for completion of the work.

Method 2—For items of work for which specific lump sum prices are established in the contract, the quantity of work will not be measured for payment. Payment for this item is made at the contract lump sum price for the item and will constitute full compensation for the completion of the work.

Method 3—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds. Progress payments will be determined as specified in section 7. Payment of the lump sum contract price will constitute full compensation for completion of the work.

All Methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the item(s) to which they are made subsidiary are identified in section 7.

7. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

A. Bid Item 3, Seeding, Fertilizing, and Mulching

1. This item shall consist of furnishing all the materials, equipment, and labor necessary to permanently seed the areas disturbed during construction. Areas to be seeded include all disturbed areas inside the designated work limits. Driving surfaces of the dike and ramp, as well as areas covered by rock riprap or areas in the streambed do not require seeding.
2. In Section 2, Material,
 - a. Only certified seed shall be used.
 - b. Fertilizer shall be commercially-produced 10-10-10-8.5 (Nitrogen as N; Phosphorus as P₂O₅; Potassium as K₂O; and Sulfur as S).
 - c. Mulch shall consist of wood fiber mulch plus a guar tackifier. Hydromulch must be pre-blended by the manufacturer. Mulch material shall be free of weeds and other deleterious matter.
3. In Section 3, Seeding mixtures, sod, sprigs, and dates of planting:
 - a. The seeding rates of pure live seed shall be as follows for seeding operations conducted between May 1 and August 1:

Species	Variety or Release	Full Rate (lbs/acre)	% of Mix Planned	Bulk Planting Rate (lbs/acre)
Slender wheatgrass	Wainwright	20	35%	7
Bering hairgrass	Norcoast	20	40%	8
Red fescue	Arctared	20	25%	5

4. Contract seeding operations shall not be performed outside the date range(s) specified above, nor can contract seeding be performed at any time on snow-covered ground. Seeding outside the specified date range(s) is permitted as required by the SWPPP and/or other permit conditions but such seeding does not in any way substitute for or constitute performance of contract seeding operations under Bid Item 3.
5. Seeding shall not be performed during a rain event, without prior written approval from the Engineer.
6. In Section 4, Seedbed preparation and treatment:

- a. Rocks, trash, weeds, and other debris removed from the seeding areas shall be disposed of outside of the work limits at a site of the contractor's choosing and in compliance with all federal, state, and local laws and regulations and in compliance with all permit conditions.
 - b. The seedbed shall be firm and rough. Slopes that require seeding shall be scarified or imprinted prior to seeding. Imprinting shall be perpendicular to the slope direction, and may be performed using equipment tracks or teeth, seed drills, harrows, deep hand raking, or other methods approved by the Engineer.
7. In Section 5, Seeding, sprigging, fertilizing, mulching, and stabilizing:
- a. Seed shall be applied by hydroseeding.
 - b. Fertilizer shall be applied uniformly to all seedbed areas at a rate of 400 pounds per acre.
 - c. Mulch shall be tank mixed and hydroseeded. Mulch shall be applied at a rate of 70 pounds per 1,000 square feet. Mulching procedures shall comply with comply with recommendations specified by the manufacturer.
 - d. Once seed is placed into the hydroseeder, it shall be applied within 1 hour.
 - e. Any seed, fertilizer, and/or mulch that has been displaced by wind and/or water prior to final checkout shall be reapplied.
8. In Section 6, Measurement and payment, Method 2 shall apply.

Construction Specification 7—Construction Surveys

1. Scope

The work consists of performing all surveys, measurements, and computations required by this specification.

2. Equipment and material

Equipment for construction surveys shall be of a quality and condition to provide the required accuracy. The equipment shall be maintained in good working order and in proper adjustment at all times. Records of repairs, calibration tests, accuracy checks, and adjustments shall be maintained and be available for inspection by the engineer. Equipment shall be checked, tested, and adjusted as necessary in conformance with manufacturer's recommendations.

Material is field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and all other items necessary to perform the work specified.

3. Quality of work

All work shall follow recognized professional practice and the standards of the industry unless otherwise specified in section 9 of this specification. The work shall be performed to the accuracy and detail appropriate for the type of job. Notes, sketches, and other data shall be complete, recorded neatly, legible, reproducible and organized to facilitate ease in review and allow reproduction of copies for job documentation. Survey equipment that requires little or no manual recording of field data shall have survey information documented as outlined in section 9 of this specification.

All computations shall be mathematically correct and shall include information to identify the bid item, date, and who performed, checked, and approved the computations. Computations shall be legible, complete, and clearly document the source of all information used including assumptions and measurements collected.

If a computer program is used to perform the computations, the contractor shall provide the engineer with the software identification, vendor's name, version number, and other pertinent data before beginning survey activities. Computer generated computations shall show all input data including values assigned and assumptions made.

The elevations of permanent and temporary bench marks shall be determined and recorded to the nearest 0.01 foot. Differential leveling and transit traverses shall be of such precision that the error of vertical closure in feet shall not exceed plus or minus 0.1 times the square root of the traverse distance in miles. Linear measurements shall be accurate to within 1 foot in 5,000 feet, unless otherwise specified in section 9 of this specification. The angular error of closure for transit traverses shall not exceed 1 minute times the square root of the number of angles turned.

The minimum requirements for placing slope stakes shall be at 100-foot stations for tangents, as little as 25 feet for sharp curves, breaks in the original ground surface and at any other intermediate stations necessary to ensure accurate location for construction layout and measurement. Slope stakes and cross sections shall be perpendicular to the centerline. Significant breaks in grade shall be determined for cross sections. Distances shall be measured horizontally and recorded to the nearest 0.1 foot. Side shots for interim construction stakes may be taken with a hand level.

Unless otherwise specified in section 9 of this specification, measurements for stationing and establishing the location of structures shall be made to the nearest 0.1 foot.

Elevations for concrete work, pipes, and mechanical equipment shall be determined and recorded to the nearest 0.01 foot. Elevations for earth work shall be determined and recorded to the nearest 0.1 foot.

4. Primary control

The baselines and bench marks for primary control, necessary to establish lines and grades needed for construction, are shown on the drawings and have been located on the job site.

These baselines and bench marks shall be used as the origin of all surveys, layouts, and measurements to establish construction lines and grades. The contractor shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes or control points lost or damaged by construction activity will be reestablished by the contractor or at contractor expense.

5. Construction surveys

Before work starts that requires contractor performed surveys, the contractor shall submit in writing for the engineer's review: the name, qualifications, and experience of the individuals to be assigned to the survey tasks.

Method 1—Contractor performed surveys shall include:

- checking and any supplemental or interim staking
- performing quantity surveys, measurements, and computations for progress payment
- other surveys as described in section 9 of this specification

Method 2—Contractor performed surveys shall consist of all work necessary for:

- establishing line and grade for all work
- setting slope stakes for all work
- checking and any supplemental or interim staking
- establishing final grade stakes
- performing quantity surveys, measurements, and computations for progress payment
- other surveys as described in section 9 of this specification

Method 3—Contractor performed surveys shall consist of all work necessary for:

- establishing line and grade for all work
- setting slope stakes for all work
- checking and any supplemental or interim staking
- establishing final grade stakes
- performing quantity surveys, measurements, and computations for progress payments
- performing original (initial) and final surveys for determinations of final quantities

- other surveys as described in section 9 of this specification.

6. Staking

The construction staking required for the item shall be completed before work on any item starts. Construction staking shall be completed as follows or as otherwise specified in section 9 of this specification:

Clearing and grubbing—The boundary of the area(s) to be cleared and grubbed shall be staked or flagged at a maximum interval of 200 feet, closer if needed, to clearly mark the limits of work. When contractor staking is the basis for determining the area for final payment, all boundary stakes will be reviewed by the engineer before start of this work item.

Excavation and fill—Slope stakes shall be placed at the intersection of the specified slopes and ground line. Slope stakes and the reference stakes for slopes shall be marked with the stationing, required cut or fill, slope ratio, and horizontal distance from the centerline or other control line. The minimum requirements for placing slope stakes is outlined in section 3, Quality of work.

Structures—Centerline and offset reference line stakes for location, alignment, and elevation shall be placed for all structures.

7. Records

All survey data shall be recorded in fully identified standard hard-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, weather data, sketches, and the personnel who performed and checked the work. Electronically generated survey data and computations shall be bound, page numbered, and cross referenced in a bound field notebook containing the index for all survey activities. All work shall follow recognized professional practice.

The construction survey records shall be available at all times during the progress of the work for examination and use by the engineer and when requested, copies shall be made available. The original field notebooks and other records shall be provided to and become the property of the owner before final payment and acceptance of all work.

Complete documentation of computations and supporting data for progress payments shall be submitted to the engineer with each invoice for payment as specified in section 9 of the specification. When the contractor is required to conduct initial and final surveys as outlined in section 5, Construction Surveys, notes shall be provided as soon as possible after completion to the engineer for the purpose of determining final payment quantities.

8. Payment

Method 1—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation of correct and accurate invoices by the contractor showing related costs and evidence of the charges of suppliers, subcontractors, and others for supplies furnished and work performed. Invoices for the total amount of the contract price will not be accepted until all surveys are complete and required documentation has been determined complete. If the total of such payments is less than the lump sum contract price for this item, the unpaid balance will be included in the final contract payment. Payment of the lump sum contract price will constitute full compensation for completion of all work under the bid item.

Method 2—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds with progress payment amounts determined as a percentage of the total work planned as projected from the contractor's approved construction schedule. Payment of the lump sum contract price will constitute full compensation for completion of all work under this bid item.

All Methods—Payment will not be provided under this item for the purchase price of materials or equipment having a residual value.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the item to which they are made subsidiary are identified in section 9 of this specification.

9. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

A. Bid Item 4, Construction Surveys

1. The Engineer will perform initial project baseline layout, initial work limits staking, clearing limits, and any initial and final surveys required to establish final pay quantities. The Engineer will also perform quality assurance surveys as deemed necessary to verify contractor quality control activities.

Due to potential ongoing erosion, interim erosion control projects, or other activities that may have occurred since the project was surveyed and designed, there will likely be minor modifications to the baseline and profile shown on the drawings, as well as changes to planned quantities. Such modifications, including initial field layout of the baseline, will be performed by the Engineer.

2. A GPS machine control equipped excavator is encouraged for placement of riprap. If requested by the Contractor, the Engineer will provide the Contractor with digital terrain models of the specified surfaces, as well digital data for project horizontal and vertical alignments.
3. In Section 3, Quality of work, it is recognized that survey instruments capable of electronic data recording will likely be utilized on this project. Survey operations utilizing electronic data recording shall include handwritten hardcopy notes clearly stating control points used, instrument point details (coordinates, elevation, description), weather conditions, start and stop times of survey operations, survey personnel performing the work, and any anomalies, difficulties encountered, or errors in the electronic data. Survey data (electronic and hardcopy) shall be furnished to Contracting Officer at any time upon request, as either raw data or coordinate data, as requested.

Any computations performed for submittal to the Contracting Officer require an independent check. All computations require original signature from both the individual performing the computations and the individual checking the computations.

4. In Section 5, Construction surveys, Method 2 shall apply. Contractor shall also perform all necessary surveys not noted in Section 9.A.1 of this specification.
5. In Section 7, Records, each progress payment request shall require an original set of computations and a copy of all supporting data used in determining the requested payment. The submittal cover and each page of the computations shall be signed by the person performing the computations and the individual performing the independent check of the computations.
6. In Section 8, Payment, no method shall apply. Payment shall be directly proportional to the percentage of the total combined earthfill and riprap quantities installed in accordance with construction specification 21, Bid Item 7, Earthfill, and construction specification 61, Bid Item 9, Rock Riprap, not to exceed the lump sum contract quantity for this bid item. When the total of such payments is less than the lump sum contract price for this bid item, the balance remaining shall be included in the final contract payment.

Construction Specification 8—Mobilization and Demobilization

1. Scope

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

2. Equipment and material

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

3. Payment

Payment will be made as the work proceeds, after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. When the total of such payments is less than the lump sum contract price, the balance remaining will be included in the final contract payment. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for completion of the work.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

4. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

A. Bid Item 5, Mobilization and Demobilization

1. All roads utilized as haul routes or travel corridors shall be continuously maintained in smooth condition well suited to all public traffic in the community. At the completion of the project, all roads and haul roads shall be returned to their pre-construction condition or better.

Construction Specification 9—Traffic Control

1. Scope

The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way.

2. Traffic and access

The contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority. Contractor's authorized closing or detour plans shall be provided to the engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control locations. Facility access shall be continuous and unobstructed unless otherwise approved.

3. Storage of equipment and material in public streets

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill as specified in section 5 of this specification, shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

4. Street closures, detours, and barricades

The contractor shall comply with the requirements of all applicable responsible units of government for closure of any street, road, or highway. The contractor shall provide the required barriers, guards, lights, signs, temporary bridges, and flaggers together with informing the public of any detours and construction hazards by the most suitable means available, such as local newspapers or radio stations. The contractor is also responsible for compliance with additional public safety requirements that may arise during construction. The contractor shall furnish, install, and, upon completion of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

Unless otherwise specified, the contractor shall notify, in writing, the fire chief, police chief, county sheriff, state patrol, schools that operate school buses, or any other government official as may be appropriate no less than 7 days before closing, partly closing, or reopening any street, road, or highway.

Unless otherwise specified, the contractor shall furnish to the engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for street detours and closures.

All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This may include dust control, grading, and graveling as required in section 7 of this specification.

5. General and specific references

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and the latest edition of *Standard Highway Signs and Standard Alphabets for Highway Signs* and/or OSHA *Construction Industry Standards (29 CFR Part 1926), Subpart G, Signs, Signals, and Barricades* unless otherwise specified in section 7 of this specification.

6. Measurement and payment

For items of work for which specific lump sum prices are established in the contract, payment for the work is made at the contract lump sum price. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required unless otherwise specified in section 7 of this specification. Payment will constitute full compensation for all flaggers, labor, materials, equipment, and all other items necessary and incidental to completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in section 7 of this specification.

7. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

A. Subsidiary Item, Traffic Control

1. This item shall consist of all necessary signage, barricades, and personnel to safely control the local traffic around and through the project site. Access to private property shall be maintained. The Contractor shall cooperate with the City of Valdez and the Alaska Department of Transportation and Public Facilities regarding acceptable road closures, detours, schedules, haul routes, and other applicable items to ensure that adequate public travel and access is maintained.
2. In Section 6, Measurement and payment, no separate payment will be made for Traffic Control. Compensation for Traffic Control will be included in payment for Bid Item 9, Rock Riprap.

Construction Specification 10—Water for Construction

1. Scope

The work consists of furnishing, transporting, measuring, and applying water as specified.

2. Facilities and equipment

The contractor shall install and maintain access and haul roads and furnish, operate, and maintain all pumps, meters, piping, tanks, storage, and other facilities required to load, transport, store, distribute, and use construction water as specified.

These facilities shall be equipped with accurate, work dedicated meters; tanks of known volume; or other devices that provide a correct measurement of water supplied. Meters shall be installed at the point of delivery into water hauling equipment or application system, such as sprinkler systems or flooding systems, as specified.

3. Dust abatement and haul road maintenance

Water for dust abatement and haul road maintenance shall be applied to haul roads and other dust producing areas as needed to prevent air pollution or excessive dust (which causes impaired vision on trafficked roads and in work areas) and to maintain the roads in good condition for safe and efficient operation during periods of use. Roads that may be jointly used with the public and by the contractor's equipment shall have dust abatement provisions acceptable to the public entity that has road maintenance responsibility. Compensation for water used for dust abatement and haul road maintenance shall be as specified in section 8 of this specification.

4. Earthfill, drainfill, and rockfill

Water required for proper installation of earthfill, drainfill, and/or rockfill shall be used in the fill materials as specified in the applicable construction specification(s). Compensation for construction water used for earthfill, drainfill, and/or rockfill shall be as specified in section 8 of this specification.

5. Concrete, mortar, and grout

Water required in the mixing or curing of concrete, shotcrete, roller compacted concrete, or other portland cement mortar or grout shall meet the requirements of the applicable construction specifications and shall be used in conformance with those specifications. Payment for construction water used in these items is covered by the applicable concrete, mortar, or grout specification, or a combination of these.

6. Other construction requiring water

Water required and used for other construction activities under this contract, but not specifically covered by this specification shall be considered subsidiary to the item(s) of work that requires its use.

7. Measurement and payment

Method 1—For water items for which specific unit prices are established in the contract, the volume of water furnished and used in accordance with the specifications will be measured to the nearest 1,000 gallons.

Payment for water is made at the contract unit price. Such payment will constitute full compensation for the direct costs of water. All other costs necessary for transportation, distribution, and application are subsidiary to the items of work with which they are associated.

Method 2—For water items for which specific unit prices are established in the contract, the volume of water furnished and used in accordance with the specifications will be measured to the nearest 1,000 gallons.

Payment for water and the cost associated with transportation, distribution, and application is made at the contract unit price. Such payment will constitute full compensation for completion of the work.

Method 3—For water items for which specific unit prices are established in the contract, the volume of water used in accordance with the specifications will be measured to the nearest 1,000 gallons.

Payment for water is made at the contract unit price. Such payment, excluding water cost, will constitute full compensation for completion of the work.

All methods—The following provisions apply to all methods of measurement and payment:

- The measurement for payment will include all water used except as noted in sections 5, 6, and 8 of this specification. Measurement for payment will not include water that is used inappropriately or in excess of that needed to accomplish the specified task.
- Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8 of this specification.

8. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

A. Subsidiary Item, Water for Construction

1. This item shall consist of furnishing, hauling, and applying water as necessary to thoroughly control dust on haul roads, haul routes, and other areas generating dust during the construction period, as well as any other water needs for the project.
2. Water shall be obtained from a site of contractor's choosing in accordance with all local, state, and federal permits and regulations. Prior to commencement of construction, contractor shall furnish the Contracting Officer a copy of the permit or other document clearly showing legal permission for contractor to obtain water by stated method, at a specific location, and maximum allowable quantity. Sprinkler trucks or pumps shall be equipped with a means of accurately measuring the volume of water withdrawn and applied. Upon written request from the contractor, the Contracting Officer will consider alternate means of dust control if the Contractor can successfully demonstrate effectiveness of the proposed method.
3. Water for construction shall be free from heavy metals, toxic chemicals, e coli, and other known contaminants. Water shall also be free of or contain very low amounts of suspended sediment.
4. In Section 7, Measurement and payment, no separate payment will be made for Water for Construction. Compensation for Water for Construction will be included in the payment for Bid Item 2, Pollution Control.

Construction Specification 11—Removal of Water

1. Scope

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

2. Diverting surface water

The contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert streamflow and other surface water through or around the construction site. Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainageway that the water would have reached before being diverted.

The contractor shall furnish the contracting officer, in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required, unless waived in section 8 of this specification. Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities related to this activity during the process of completing the work as specified.

3. Dewatering the construction site

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

The contractor shall furnish the contracting officer, in writing, a proposed plan for dewatering before commencing with any construction activity for which dewatering may be required, unless waived in section 8 of this specification. Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities for completing the specified work.

4. Dewatering borrow areas

The contractor shall maintain all borrow areas free of surface water or otherwise provide for timely and effective removal of surface and subsurface water that accumulates within the borrow area, unless waived in section 8 of this specification. Borrow material shall be processed as necessary to achieve proper and uniform moisture content at the time of placement.

If pumping to dewater borrow areas is included as a bid item of work in the bid schedule, each pump discharge pipe shall be equipped with a water meter. The meter shall be such that the measured quantity of water is accurate within 3 percent of the true quantity. The contractor shall provide necessary support to perform accuracy tests of the water meter when requested by the contracting officer.

5. Erosion and pollution control

Removal of water from the construction site, including the borrow areas, shall be accomplished so that erosion and the transporting of sediment and other pollutants are minimized. Dewatering activities shall be accomplished in a manner that the water table water quality is not altered. Pollution control activities shall not conflict with the requirements of Construction Specification 5, Pollution Control, if it is a part of this contract.

6. Removal of temporary works

When temporary works are no longer needed, the contractor shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary works were located shall be graded for slight appearance with no obstruction to natural surface waterflows or the proper functioning and access to the works of improvement installed. The contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Pipes, casings, and any other material used to dewater the site shall be removed from temporary wells. The wells shall be filled to ground level with clean gravel or other suitable material approved by the contracting officer. The contractor shall exercise extreme care to prevent pollution of the ground water by these actions.

7. Measurement and payment

Method 1—Items of work listed in the bid schedule for removal of water, diverting surface water, and dewatering construction sites and borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 2—Items of work listed in the bid schedule for removal of water, diverting surface water, dewatering construction sites, and dewatering borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for furnishing, installing, operating, and maintaining the necessary trenches, drains, sumps, pumps, and piping and for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. The exception is that additional payment for pumping to dewater borrow areas and the removal of water will be made as described in the following paragraph.

If pumping to dewater borrow areas is a contract bid item, payment is made at the contract unit price, which shall be the price per 1,000 gallons shown in the bid schedule. Such payment will constitute full compensation for pumping only. Compensation for equipment and preparation and for other costs associated with pumping is included in the lump sum payment for removal of water or the lump sum payment for dewatering the borrow areas. Payment is made only for pumping that is necessary to dewater borrow areas that cannot be effectively drained by gravity or that must have the water table lowered to be usable as a suitable borrow source. Pumping for other purposes will not be included for payment under this item.

All Methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the contract line item to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8 of this specification.

8. Items of work and construction details

A. Subsidiary Item, Removal of Water

1. This item shall consist of all water removal that may be conducted as part of the Contractor's chosen method of construction. No water removal is expressly required, but water removal in accordance with this specification is allowed.
2. Water shall be removed in accordance with all local, state, and federal laws, permits, and regulations. Prior to removal of water, the Contractor shall furnish the Contracting Officer with a copy of the permit or other document showing legal permission for the removal, diversion, and/or discharge the water by the stated method, at a specific location, including the maximum allowable quantity and timeframe, if applicable.
3. In Section 3, Dewatering the construction site, the requirement to submit a proposed dewatering plan to the Contracting Officer is initially waived. If the Contracting Officer, at any time during the project, believes that a dewatering plan is necessary, the Contracting Officer will notify the contractor, and the Contractor shall submit a dewatering plan at least 3 days prior to dewatering.
4. In Section 7, Measurement and payment, no separate payment will be made for Removal of Water. Compensation for Removal of Water will be included in the payment for Bid Item 2, Pollution Control.

Construction Specification 21—Excavation

1. Scope

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials.

2. Classification

Excavation is classified as common excavation, rock excavation, or unclassified excavation in accordance with the following definitions.

Common excavation is defined as the excavation of all materials that can be excavated, transported, and unloaded using heavy ripping equipment and wheel tractor-scrapers with pusher tractors or that can be excavated and dumped into place or loaded onto hauling equipment by excavators having a rated capacity of one cubic yard or larger and equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.

Rock excavation is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than 1 cubic yard encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation. The presence of isolated boulders or rock fragments larger than 1 cubic yard is not in itself sufficient cause to change the classification of the surrounding material.

For the purpose of these classifications, the following definitions shall apply:

Heavy ripping equipment is a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track type tractor having a power rating of at least 250 flywheel horsepower unless otherwise specified in section 10.

Wheel tractor-scraper is a self-loading (not elevating) and unloading scraper having a struck bowl capacity of at least 12 cubic yards.

Pusher tractor is a track type tractor having a power rating of at least 250 flywheel horsepower equipped with appropriate attachments.

Unclassified excavation is defined as the excavation of all materials encountered, including rock materials, regardless of their nature or the manner in which they are removed.

3. Blasting

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by a person(s) of proven experience and ability who is authorized and qualified to conduct blasting operations.

Blasting shall be done in a manner as to prevent damage to the work or unnecessary fracturing of the underlying rock materials and shall conform to any special requirements in section 10 of this specification. When specified in section 10, the contractor shall furnish the engineer, in writing, a blasting plan before blasting operations begin.

4. Use of excavated material

Method 1—To the extent they are needed, all suitable material from the specified excavations shall be used in the construction of required permanent earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer. The contractor shall not waste or otherwise dispose of suitable excavated material.

Method 2—Suitable material from the specified excavations may be used in the construction of required earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer.

5. Disposal of waste materials

Method 1—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of at the locations shown on the drawings.

Method 2—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of by the contractor at sites of his own choosing away from the site of the work. The disposal shall be in an environmentally acceptable manner that does not violate local rules and regulations.

6. Excavation limits

Excavations shall comply with OSHA Construction Industry Standards (29CFR Part 1926) Subpart P, Excavations, Trenching, and Shoring. All excavations shall be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations shall be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work. Excavations outside the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the contractor in constructing and maintaining a safe and stable excavation.

7. Borrow excavation

When the quantities of suitable material obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, additional material shall be obtained from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as specified in section 10 or as approved by the engineer.

Borrow pits shall be excavated and finally dressed to blend with the existing topography and sloped to prevent ponding and to provide drainage.

8. Overexcavation

Excavation in rock beyond the specified lines and grades shall be corrected by filling the resulting voids with portland cement concrete made of materials and mix proportions approved by the engineer. Concrete that will be exposed to the atmosphere when construction is completed shall meet the requirements of concrete selected for use under Construction Specification 31, Concrete for Major Structures, or 32, Structure Concrete, as appropriate.

Concrete that will be permanently covered shall contain not less than five bags of cement per cubic yard. The concrete shall be placed and cured as specified by the engineer.

Excavation in earth beyond the specified lines and grades shall be corrected by filling the resulting voids with approved, compacted earthfill. The exception to this is that if the earth is to become the subgrade for riprap, rockfill, sand or gravel bedding, or drainfill, the voids may be filled with material conforming to the specifications for the riprap, rockfill, bedding, or drainfill. Before correcting an overexcavation

condition, the contractor shall review the planned corrective action with the engineer and obtain approval of the corrective measures.

9. Measurement and payment

For items of work for which specific unit prices are established in the contract, the volume of each type and class of excavation within the specified pay limits is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas or by methods outlined in section 10 of this specification. Regardless of quantities excavated, the measurement for payment is made to the specified pay limits except that excavation outside the specified lines and grades directed by the engineer to remove unsuitable material is included. Excavation required because unsuitable conditions result from the contractor's improper construction operations, as determined by the engineer, is not included for measurement and payment.

Method 1—The pay limits shall be as designated on the drawings.

Method 2—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits shall be the neat lines and grades shown on the drawings.

Method 3—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits shall be the true surface of the completed excavation as directed by the engineer.

Method 4—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower limit shall be at the bottom surface of the proposed structure.
- c. The lateral limits shall be 18 inches outside of the outside surface of the proposed structure or shall be vertical planes 18 inches outside of and parallel to the footings, whichever gives the larger pay quantity, except as provided in d below.
- d. For trapezoidal channel linings or similar structures that are to be supported upon the sides of the excavation without intervening forms, the lateral limits shall be at the underside of the proposed lining or structure.
- e. For the purposes of the definitions in b, c, and d, above, any specified bedding or drainfill directly beneath or beside the structure will be considered to be a part of the structure.

All methods—The following provisions apply to all methods of measurement and payment.

Payment for each type and class of excavation is made at the contract unit price for that type and class of excavation. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the performance of the work except that extra payment for backfilling overexcavation will be made in accordance with the following provisions.

Payment for backfilling overexcavation, as specified in section 8 of this specification, is made only if the excavation outside specified lines and grades is directed by the engineer to remove unsuitable material and if the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

10. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

A. Bid Item 6, Excavation, Unclassified

1. This item shall consist of all unclassified excavation required to shape the subgrade in preparation for installation of the rock riprap, in accordance with the construction drawings, including any minor modifications as may be deemed necessary by the Engineer due to ongoing erosion or other activities that may have occurred at the site.
2. If any archeological items are found during excavation, the work at that location shall cease immediately pending review by the State Historical Preservation Officer. No work shall recommence in the area until written approval is received from the Contracting Officer.
3. In Section 3, Blasting, blasting is not allowed.
4. In Section 4, Use of excavated material, Method 2 shall apply. Suitability of material for use shall be determined based on test methods and results specified in Section 10 of Construction Specification 23, Earthfill.
5. In Section 5, Disposal of waste materials, Method 2 shall apply.
6. In Section 7, Borrow excavation, no designated borrow areas have been specified. If additional borrow is required to obtain the necessary earthfill quantity for Bid Item 7, Earthfill, the borrow site(s) shall be of the contractor's choosing. Borrow operations shall comply with all local, state, and federal laws, as well as any additional requirements imposed by the owner of the borrow area.
7. In Section 9, Measurement and payment, Method 2 shall apply. In order to account for any erosion or deposition that may have occurred between the time of the design survey and the actual date of construction, the Engineer reserves the right to resurvey the original ground surface at the start of construction operations, and adjust the project baseline, as well as the excavation quantities.

Construction Specification 23—Earthfill

1. Scope

The work consists of the construction of earth embankments, other earthfills, and earth backfills required by the drawings and specifications.

Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.

Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers or vibrating plates, or their equivalent.

2. Material

All fill material shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills shall be subject to approval by the engineer.

Fill materials shall contain no frozen soil, sod, brush, roots, or other perishable material. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The types of material used in the various fills shall be as listed and described in the specifications and drawings.

3. Foundation preparation

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable material or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at such a moisture content that the earthfill can be compacted against them to produce a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose material by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill, except in dams and other structures designed to restrain the movement of water, shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be no steeper than one horizontal to one vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

4. Placement

Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Earthfill shall not be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the earthfill matrix.

Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified in section 10 or shown on the drawings. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers.

Earth backfill shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earthfill and earth backfill in dams, levees, and other structures designed to restrain the movement of water shall be placed to meet the following additional requirements:

- (a) The distribution of materials throughout each zone shall be essentially uniform, and the earthfill shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material. Zone earthfills shall be constructed concurrently unless otherwise specified.
- (b) The surface of each layer shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
- (c) The top surface of embankments shall be maintained approximately level during construction with two exceptions: A crown or cross-slope of about 2 percent shall be maintained to ensure effective drainage, or as otherwise specified for drainfill or sectional zones.
- (d) Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of streamflow during construction are specifically authorized in the contract.
- (e) Embankments built at different levels as described under (c) or (d) above shall be constructed so that the slope of the bonding surfaces between embankment in place and embankment to be placed is not steeper than 3 feet horizontal to 1 foot vertical. The bonding surface of the embankment in place shall be stripped of all material not meeting the requirements of this specification and shall be scarified, moistened, and recompacted when the new earthfill is placed against it. This ensures a good bond with the new earthfill and obtains the specified moisture content and density at the contact of the in-place and new earthfills.

5. Control of moisture content

During placement and compaction of earthfill and earth backfill, the moisture content of the material being placed shall be maintained within the specified range.

The application of water to the earthfill material shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the material after placement on the earthfill, if necessary. Uniform moisture distribution shall be obtained by disking.

Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill or a foundation or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content before placement of the next layer of earthfill.

6. Compaction

Earthfill—Earthfill shall be compacted according to the following requirements for the class of compaction specified:

Class A compaction—Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified in Section 10 or identified on the drawings. The earthfill matrix is defined as the portion of the earthfill material finer than the maximum particle size allowed in the reference compaction test method specified (ASTM D698 or ASTM D1557).

Class B compaction—Each layer of earthfill shall be compacted to a mass density not less than the minimum density specified.

Class C compaction—Each layer of earthfill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

Earth backfill—Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in-place earth material or adjacent required earthfill or earth backfill. Compaction shall be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers shall not be operated within 3 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

The passage of heavy equipment will not be allowed:

- Over cast-in-place conduits within 14-days after placement of the concrete
- Over cradled or bedded precast conduits within 7 days after placement of the concrete cradle or bedding
- Over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or 3 feet, whichever is greater, except as may be specified in section 10.

Compacting of earth backfill adjacent to structures shall not be started until the concrete has attained the strength specified in section 10 for this purpose. The strength is determined by compression testing of test cylinders cast by the contractor's quality control personnel for this purpose and cured at the work site in the manner specified in ASTM C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

Structure	Time interval (days)
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1
Cantilever outlet bents (backfilled both sides simultaneously)	3

7. Reworking or removal and replacement of defective earthfill

Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

8. Testing

During the course of the work, the contractor shall perform quality control tests, as applicable, to identify earthfill and earth backfill materials; determine the reference maximum density and optimum moisture content; and document that the moisture content of material at the time of compaction and the density of earthfill and earth backfill in place conform to the requirements of this specification.

Determining Reference Maximum Density and Optimum Moisture Content—For Class A compaction, the reference maximum density and optimum moisture content shall be determined in accordance with the compaction test and method specified on the drawings or in section 10.

Documenting Specification Conformance—In-place densities of earthfill and earth backfill requiring Class A compaction shall be measured in accordance with ASTM D1556, D2167, D2937, or D6938. Moisture contents of earthfill and earth backfill at the time of compaction shall be measured in accordance with ASTM D2216, D4643, or D6938. Values of moisture content determined by ASTM D2216 are considered the true value of the soil moisture. Values of moisture content determined by ASTM D4643 or D6938 shall be verified by comparison to values obtained by ASTM D2216. Values of in-place density and moisture content determined by these tests shall be compared to the minimum density and moisture content range specified on the drawings or in section 10.

Correction for Oversize Particles—If the materials to be used for earthfill or earth backfill contain more than 5 percent by dry weight of oversize rock particles (particles larger than those allowed in the specified compaction test and method), corrections for oversize particles shall be made using the appropriate procedures explained in ASTM D4718.

9. Measurement and payment

For items of work for which specific unit prices are established in the contract, the volume of each type and compaction class of earthfill and earth backfill within the specified zone boundaries and pay limits is

measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Unless otherwise specified in section 10, no deduction in volume is made for embedded items, such as, but not limited to, conduits, inlet structures, outlet structures, embankment drains, sand diaphragm and outlet, and their appurtenances.

The pay limits shall be as defined below, with the further provision that earthfill required to fill voids resulting from overexcavation of the foundation, outside the specified lines and grades, will be included in the measurement for payment only under the following conditions:

- Where such overexcavation is directed by the engineer to remove unsuitable material, and
- Where the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Earthfill beyond the specified lines and grades to backfill excavation required for compliance with OSHA requirements will be considered subsidiary to the earthfill bid item(s).

Method 1—The pay limits shall be as designated on the drawings.

Method 2—The pay limits shall be the measured surface of the foundation when approved for placement of the earthfill and the specified neat lines of the earthfill surface.

Method 3—The pay limits shall be the measured surface of the foundation when approved for placement of the earthfill and the measured surface of the completed earthfill.

Method 4—The pay limits shall be the specified pay limits for excavation and the specified neat lines of the earthfill surface.

Method 5—The pay limits shall be the specified pay limits for excavation and the measured surface of the completed earthfill.

Method 6—Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

Method 7—Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work except furnishing, transporting, and applying water to the foundation and earthfill material. Water applied to the foundation and earthfill material is measured and payment made as specified in Construction Specification 10.

All methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

10. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

A. Bid Item 7, Earthfill

1. This item shall consist of furnishing, placing, and compacting earthfill materials to construct the training dike, as well as the access road and ramp, in accordance with the construction drawings, including any minor modifications as may be deemed necessary by the Engineer due to ongoing erosion or other activities that may have occurred at the site.
2. In Section 2, Material, earthfill materials shall be obtained from a site of the Contractor's choosing outside of the work limits, except that material excavated under Bid Item 6, Excavation, Unclassified, shall be allowed, provided that it meets gradation requirements specified below. Organics, foreign substances, or contaminated soil shall not be incorporated or allowed in the earthfill material.

Earthfill shall meet the following gradation requirements:

Size Opening	Percent Passing by Dry Weight
6 inches	100
1 inch	60-100
No. 4	30-55
No. 40	5-20
No. 200	0-5

3. In Section 3, Foundation preparation, earth foundation surfaces which contain more than 12% fines by weight (passing the #200 sieve) shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. No foundation preparation shall be required for foundations with 12% or fewer fines, except as specified in construction specification 2, Clearing and Grubbing, Bid Item 1, Clearing and Grubbing.
4. In Section 4, Placement, placement on a frozen foundation is allowed.
5. In Section 5, Control of moisture content, the foundation and earthfill shall be free of dilatancy or free water. No other moisture requirements shall apply.
6. In Section 6, Compaction, Class C compaction shall apply. The following compaction methods shall be used:
 - a. Maximum lift thickness prior to compaction shall be 10 inches.
 - b. Compaction shall be accomplished by at least two passes of a single or dual smooth-drum, ride-on, vibrating compactor, over 100% of the surface of the earthfill area.

The compactor shall be capable of applying a minimum linear static force of 100 pounds per inch, and be capable of a vibratory frequency of at least 2,000 vibrations per minute. The maximum operation speed during active compaction shall be 2 miles per hour (3 feet per second).

- c. Scarification between earthfill lifts is not required.
- 7. Earthfill tolerances shall be -0.1 feet to +0.2 feet.
- 8. In Section 9, Measurement and payment, Method 2 shall be used for measurement. The computation method of average cross-sectional end area shall not apply. Instead, the volume of earthfill shall be measured and computed to the nearest cubic yard by the composite volume method. For payment, Method 6 shall apply.

B. Subsidiary Item, Backfill

- 1. This item shall consist of furnishing and placing backfill near the constructed riprap toe, and in some cases, over the constructed riprap toe, as shown on the drawings.
- 2. In Section 2, Material, to the extent possible, backfill materials shall be obtained from stockpiles of granular material excavated for construction of the riprap revetment. If additional quantities of backfill material are required, they shall be obtained from a site of the Contractor's choosing outside of the work limits, in compliance with all local, state, and federal laws and regulations. Backfill materials shall consist of soils classified under the Unified Soil Classification System that match the classification of the subgrade materials.
- 3. In Section 3, Foundation preparation, no foundation preparation is required.
- 4. In Section 5, Control of moisture content, no moisture requirements shall apply.
- 5. In Section 6, Compaction, no compaction is required.
- 6. In Section 9, Measurement and payment, no separate payment will be made for Backfill. Compensation for Backfill will be included in the payment for Bid Item 9, Rock Riprap.

Construction Specification 61—Rock Riprap

1. Scope

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

2. Material

Rock riprap shall conform to the requirements of Material Specification 523, Rock for Riprap, or if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor shall provide the contracting officer's technical representative (COTR) free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in section 8.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size of rock	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

When specified in Section 8 or when it is necessary to verify the gradation of the rock riprap, a particle size analysis shall be performed in accordance with ASTM D5519. The analysis shall be performed at the work site on a test pile of representative rock. The mass of the test pile shall be at least 20 times the mass of the largest rock in the pile.

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

Filter or bedding aggregates when required shall conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified. Geotextiles shall conform to Material Specification 592, Geotextile.

3. Subgrade preparation

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

4. Equipment-placed rock riprap

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

5. Hand placed rock riprap

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

6. Filter or bedding

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

7. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. The volume of each type of filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas. For each load of rock riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 2—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 3—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap and filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 4—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap, including filter and bedding aggregate, is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, including filter and bedding. Such payment is considered full compensation for completion of the work.

Method 5—For items of work for which specific unit prices are established by the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. For each load of rock for riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

Method 6—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

All methods—The following provision applies to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8.

No separate payment is made for testing the gradation of the test pile. Compensation for testing is included in the appropriate bid item for riprap.

8. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

A. Bid Item 9, Rock Riprap

1. This item shall consist of furnishing, transporting, and placement of the rock riprap as shown on the drawings.
2. In Section 2, Materials,
 - a. Rock Riprap shall be rock type 2, in accordance with Material Specification 523, Rock for Riprap, and shall be graded as follows:

Size Opening	Percent Passing by Dry Weight
40 inches	100
30 inches	55-80
24 inches	35-60
12 inches	10-30
6 inches	0-5

- b. If a gradation test on the rock riprap does not meet contract requirements, the Contractor shall completely rework the entire portion of the riprap for which the test is representative, in a manner devised by the Contractor to bring the gradation into compliance. Simply stirring the pile in place or scattering additional rock of a specified quantity onto the stockpile or placed riprap surface will not constitute adequate re-working prior to conducting a follow-up gradation test.
 - c. Rock Riprap shall be angular or sub-angular, produced by blasting or other means. River rock or other sources of rounded or sub-rounded rock are not allowed.
 3. In Section 4, Equipment-placed rock riprap,
 - a. A thumb-equipped excavator shall be utilized for placement of all riprap. Rock riprap shall not be installed by dumping directly from a truck or loader, but shall instead be specifically placed using a grab-position-place operation with the excavator bucket and thumb.
 - b. Rock riprap shall be handled, stockpiled, and placed in a manner that avoids segregation. This includes limiting any stockpile height to a maximum of eight feet (8'), avoiding bucking of the stockpile, and taking care to distribute rock sizes equally during loading, hauling, and placement with the excavator.
 4. In Section 6, Filter or bedding, no filter or bedding is required.

5. In Section 7, Measurement and payment, Method 3 shall apply. The measurement method of average cross-sectional end area shall not apply. Instead, after final placement, the volume of rock riprap shall be measured and computed to the nearest cubic yard by the composite volume method.

Such payment will constitute full payment for the following related Subsidiary Items:

Traffic Control; and
Backfill.

B. Bid Item 8, Gradation Testing, Rock Riprap

1. This item shall consist of furnishing all equipment, tools, materials, and personnel necessary to conduct gradation testing of the Rock Riprap.
2. In Section 2, Material,
 - a. The Contractor shall give the Engineer at least a 24 hour advance notice of all gradation tests, to give the Engineer the opportunity to observe the Contractor's testing procedures. The Engineer may forfeit the opportunity to observe any or all tests at his discretion.
 - b. Gradation testing shall be performed in accordance with ASTM D5519, Test Method C, with the following change: Instead of converting the rock sizes to masses using a formula or nomograph, the piles of various size ranges shall be weighed using a scale of suitable precision and accuracy to meet the test method requirements. Single opening sieve templates shall be used in determining sizes. The minimum sample mass shall be 80,000 pounds.
 - c. At a minimum, a gradation test shall be conducted prior to the placement of any rock and every 2,500 cubic yards thereafter. If the rock riprap material is stockpiled, gradation tests shall be conducted as each 2,500 cubic yards is stockpiled, rather than after all stockpiling is complete. The Engineer or his representative shall have the option to select the location in the stockpile from which the test samples are taken. A complete copy of the data sheets, calculation sheets, final gradation, and any other pertinent data shall be furnished to the Contracting Officer with the daily report required in Construction Specification 94, Bid Item 10, Contractor Quality Control. Data from all tests shall be submitted, regardless of whether the test passes or fails.
3. Section 7, Measurement and payment, none of the methods shall apply. Instead, payment will be made at the contract unit price for each gradation test completed in accordance with the specifications. No payment shall be made for failing tests. No payment shall be made for quantities exceeding those in the bid schedule, except in the case where the Engineer directs the Contractor to conduct additional test(s), and the results indicate a passing test.

Construction Specification 94—Contractor Quality Control

1. Scope

The work consists of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

2. Equipment and materials

Equipment and material used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the engineer at all times. Equipment shall be operated and maintained by qualified operators as prescribed in the manufacturer's operating instructions, the references specified, and as specified in section 10 of this specification. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the contract or in section 10.

All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

3. Quality control system

Method 1—The contractor shall develop, implement, and maintain a system of quality control to provide the specified material testing and verification of material quality before use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken, and document the final results. The identification of the quality control personnel and their duties and authorities shall be submitted to the contracting officer in writing within 15 calendar days after notice of award.

Method 2—The contractor shall develop, implement, and maintain a system adequate to achieve the specified quality of all work performed, material incorporated, and equipment furnished before use. The system established shall be documented in a written plan developed by the contractor and approved by the contracting officer. The system activities shall include the material testing and inspection needed to verify the adequacy of completed work and procedures to be followed when corrective action is required. Daily records to substantiate the conduct of the system shall be maintained by the contractor. The quality control plan shall cover all aspects of quality control and shall address, as a minimum, all specified testing and inspection requirements. The plan provided shall be consistent with the planned performance in the contractor's approved construction schedule. The plan shall identify the contractor's onsite quality control manager and provide an organizational listing of all quality control personnel and their specific duties. The written plan shall be submitted to the contracting officer within 15 calendar days after notice of award. The contractor shall not proceed with any construction activity that requires inspection until the written plan is approved by the contracting officer.

All methods—The quality control system shall include, but not be limited to, a rigorous examination of construction material, processes, and operation, including testing of material and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

4. Quality control personnel

Method 1—Quality control activities shall be accomplished by competent personnel. A competent person is: One who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing

laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The Contractor shall submit to the Contracting Officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

Method 2—Quality control activities shall be accomplished by competent personnel who are separate and apart from line supervision and who report directly to management. A competent person is one who is experienced and capable of identifying, evaluating, and documenting that material and processes being used will result in work that complies with the contract, and who has authorization to take prompt action to remove, replace, or correct such work or products not in compliance. Offsite testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The contractor shall submit to the contracting officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

5. Post-award conference

The contractor shall meet with the contracting officer before any work begins and discuss the contractor's quality control system. The contracting officer and the contractor shall develop a mutual understanding regarding the quality control system, including procedures for correcting quality control issues.

6. Records

The contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be on forms approved by the contracting officer, be legible, and be dated and signed by the competent person creating the record.

Unless otherwise specified in section 10 of this specification, records shall include:

- a. Documentation of shop drawings including date submitted to and date approved by the contracting officer, results of examinations, any need for changes or modifications, manufacturer's recommendations and certifications, if any, and signature of the authorized examiner.
- b. Documentation of material delivered including quantity, storage location, and results of quality control examinations and tests.
- c. Type, number, date, time, and name of individual performing quality control activities.
- d. The material or item inspected and tested, the location and extent of such material or item, and a description of conditions observed and test results obtained during the quality control activity.
- e. The determination that the material or item met the contract provisions and documentation that the engineer was notified.
- f. For deficient work, the nature of the defects, specifications not met, corrective action taken, and results of quality control activities on the corrected material or item.

7. Reporting results

The results of contractor quality control inspections and tests shall be communicated to the engineer immediately upon completion of the inspection or test. Unless otherwise specified in section 10, the original plus one copy of all records, inspections, tests performed, and material testing reports shall be submitted to the engineer within one working day of completion. The original plus one copy of documentation of material delivered shall be submitted to the engineer before the material is used.

8. Access

The contracting officer and the engineer shall be given free access to all testing equipment, facilities, sites, and related records for the duration of the contract.

9. Payment

Method 1—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation by the contractor of invoices showing related costs and evidence of charges by suppliers, subcontractors, and others for furnishing supplies and work performed. If the total of such payments is less than the lump sum contract price for this item, the remaining balance is included in the final contract payment. Payment of the lump sum contract price constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

Method 2—For items of work for which lump sum prices are established in the contract, payment is prorated and paid in equal amounts on each monthly estimate. The number of months used for prorating shall be the number estimated to complete the work. The final month's prorate amount is made with the final payment. Payment as described above constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

All methods—Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10.

10. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

A. Bid Item 10, Contractor Quality Control

1. In Section 3, Quality control system, Method 2 shall apply. The written plan shall be submitted to the Contracting Officer within 15 calendar days after notice of award. The contractor shall not proceed with any construction activity that requires inspection until the written plan is approved by the Contracting Officer.
2. In Section 4, Quality control personnel, Method 1 shall apply. At least one designated quality control personnel shall be onsite 100% of the time during construction.
3. In Section 7, Reporting results, a daily report detailing quality control activities of the day shall be prepared at the end of each work day by the lead quality control employee. This report shall be signed and dated by the lead quality control employee as well as the superintendent, and an original copy submitted to the Engineer no later than the beginning of the following work day. All records, inspections, tests performed, and material testing reports from the day's activities shall be submitted to the Engineer as an attachment to the daily report.
4. Any materials found not in compliance with contract requirements shall be removed from the project site or actions commenced to bring the materials into contract compliance within 24 hours of the time non-compliance is discovered.
5. In Section 9, Payment, Method 2 shall apply.

Construction Specification 400—Critical Path Scheduling

1. Scope

The work consists of developing and maintaining a critical path method construction schedule for the project.

2. Schedule development

The critical path schedule shall be developed at least to the level of detail which includes each bid item of the contract.

The critical path schedule shall be developed as a precedence diagram network developed in the activity-on-node format which includes activity description, activity duration, and resources required for each project activity. Resources required for each project activity shall include specifics such as labor (work days per week, shifts per day, hours per shift, and number of laborers per shift), equipment (including the specific sizes/models and number of units of each type of equipment), and materials.

3. Submittal and maintenance

The Contractor shall submit the initial critical path schedule to the Contracting Officer for approval no later than 15 days after award or a minimum of 14 days prior to commencement of work, whichever is more restrictive. Any adjustments required by the Contracting Officer as a condition of schedule approval shall be made promptly.

The site superintendent shall hold a job progress meeting at least once every 2 weeks with the Contracting Officer or his representative. The purpose of the meeting is to review progress, verify completion dates of activities, discuss remaining duration of uncompleted activities, and any proposed logic for time estimate revisions. Within 2 days of this meeting the contractor shall submit an updated critical path schedule reflecting decisions made at the meeting and any contract modifications that have affected the schedule. Contract completion date (performance time) is established elsewhere in the contract and cannot be extended except for causes detailed elsewhere in the contract.

4. Schedule use

The critical path schedule shall be used by the Contractor in coordinating and monitoring of all work under the contract including activity of subcontractors, manufacturers, suppliers, and utility departments. Specifics within the critical path schedule shall be referenced in the daily contractor quality control reports to define daily progress.

As construction progresses, if any item on the critical path of the work schedule falls 2 or more days behind, the Contractor shall promptly submit a plan to the Contracting Officer detailing the additional equipment, additional labor, change in process, or other work plan details necessary to get the critical path work back on schedule within 7 calendar days. It is not acceptable for the contractor to simply adjust the critical path schedule to show that progress is back on schedule.

As construction progresses, if any item of work that is not on the critical path of the work falls 5 or more days behind, the Contractor shall promptly submit a plan to the Contracting Officer detailing the additional equipment, additional labor, change in process, or other work plan details necessary to get the non-critical path work back on schedule within 10 days. If lagging progress on a non-critical path causes the non-critical path to become the new critical path then the critical path scheduling plan shall be immediately adjusted and the work prosecuted under the details of the updated schedule.

5. Measurement and payment

Following the Contractor's submittal of a critical path schedule which meets the requirements of this specification, payment of 50% of the lump sum amount for this bid item will be made. Upon final acceptance of the project, the remaining balance will be included in the final contract payment.

6. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

A. Bid Item 11, Critical Path Scheduling

This item consists of all work necessary for preparing and maintaining the critical path schedule as described.

Material Specification 523—Rock for Riprap

1. Scope

This specification covers the quality of rock to be used in the construction of rock riprap.

2. Quality

Individual rock fragments shall be dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, the rock fragments shall be angular to subrounded. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment. ASTM D4992 provides guidance on selecting rock from a source.

Except as otherwise provided, the rock shall be tested and shall have the following properties:

Rock type 1

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.

Rock type 2

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

Rock type 3

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.3 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 4 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

3. Methods of soundness testing

Rock cube soundness—The sodium or magnesium sulfate soundness test for all rock types (1, 2, or 3) shall be performed on a test sample of $5,000 \pm 300$ grams of rock fragments, reasonably uniform in size and cubical in shape, and weighing, after sampling, about 100 grams each. They shall be obtained from rock samples that are representative of the total rock mass, as noted in ASTM D4992, and that have been sawed into slabs as described in ASTM D5121. The samples shall further be reduced in size by sawing the slabs into cubical blocks. The thickness of the slabs and the size of the sawed fragments shall be determined by the size of the available test apparatus and as necessary to provide, after sawing, the approximate 100-gram samples. The cubes shall undergo five cycles of soundness testing in accordance with ASTM D1512.

Internal defects may cause some of the cubes to break during the sawing process or during the initial soaking period. Do not test any of the cubes that break during this preparatory process. Such breakage, including an approximation of the percentage of cubes that break, shall be noted in the test report.

After the sample has been dried following completion of the final test cycle and washed to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments that have not broken into three or more fragments.

The test report shall show the percentage loss of the weight and the results of the qualitative examination.

Rock slab soundness—When specified, the rock shall also be tested in accordance with ASTM D5240. Deterioration of more than 25 percent of the number of blocks shall be cause for rejection of rock from this source. Rock shall also meet the requirements for average percent weight loss stated below.

- For projects located north of the Number 20 Freeze-Thaw Severity Index Isoline (fig. 523–1). Unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 20 percent when sodium sulfate is used or 25 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 25 percent for sodium sulfate soundness or 30 percent for magnesium sulfate soundness.
- For projects located south of the Number 20 Freeze-Thaw Severity Index Isoline, unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 30 percent when sodium sulfate is used or 38 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 38 percent for sodium sulfate soundness or 45 percent for magnesium sulfate soundness.

Figure 523–1 Number 20 freeze-thaw severity index isoline (map approximates the map in ASTM D5312)



4. Field durability inspection

Rock that fails to meet the material requirements stated above (if specified), may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

A rock source may be rejected if the rock from that source deteriorates in 3 to 5 years under similar use and exposure conditions expected for the rock to be installed under this specification, even though it meets the testing requirements stated above.

Deterioration is defined as the loss of more than one-quarter of the original rock volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the pieces shall be cause for rejection of rock from the source.

5. Grading

The rock shall conform to the specified grading limits after it has been placed within the matrix of the rock riprap. Grading tests shall be performed, as necessary, according to ASTM D5519, Method A, B, or C, as applicable.