

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Water Main Replacement Meals to Richardson Highway

Project Number: 21-310-1115

Contract Number: 1929

Cost Code: 350-0310-55000.2203

Issued for Construction

Date:



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

Project Manager:
Brad Sontag

Construction Plan Set Completed By:
Day Engineering
PO Box 651 - Eureka, Nevada 89316
5 East Park Street - Fallon, Nevada 89406



**City of Valdez
Contract Documents**

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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**City of Valdez
Invitation to Bid**

Date: May 17, 2022

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

This project includes, but is not necessarily limited to:

The project shall consist of clearing and grubbing a path through an area with large trees, and replacement of approximately 1,800 feet of 8-inch water main between Meals and the Richardson Highway in the City of Valdez, Alaska. The project shall include connecting to existing water mains in four locations, and installation of a “hot tap” valve to keep the water service to the medical campus uninterrupted during construction. The project shall include a new fire hydrant, rerouting and connecting a 2-inch water service to a Church, and stubbing out a 2” water service for future development. System downtime and continuity of service to existing water user will also be required.

Engineers Estimate for construction under \$1,152,000

Sealed bids will be accepted electronically until 2:00pm local time on June 1, 2022, at www.bidexpress.com. The bids will be publicly opened at that time. The bids will be publicly opened at that time. All questions must be submitted at www.bidexpress.com by May 26, 2022 at 4:00pm. Question will be answered in an Addendum(s).

A non-mandatory pre-bid conference will be held at the Capital Facilities Conference room, 300 Airport Road, Suite 201, Valdez, Alaska on May 26, 2022 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 solicitation page at www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting 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 encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.



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.valdezak.gov> under “standards and specifications” located on the “quick links” portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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 must be submitted electronically through Bid Express at www.bidexpress.com. Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

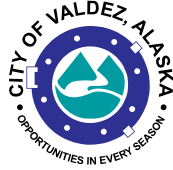
For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

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.

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.



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. Addendum Acknowledgement 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

The Contractor is required to provide a Bid Schedule for both Alternate Bids No. 1 and 2.

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 award.

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Original signature pages (last page of bid schedule and bid bond)
- H. Certificate of good standing for a Corporation or LLC
- I. City of Valdez Business Registration
- J. Executed W-9 Form
- K. Proof of application for City of Valdez building permit submitted to the Planning Department.

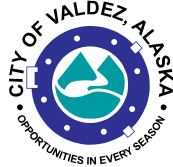
9. Bonding Requirements

- 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).

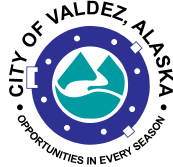
A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

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 bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition 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:

1. If the bidder is a corporation or limited liability company, the bidder’s primary business address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder’s primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

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 not qualified as a local bidder. 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 May 26, 2022, at 2:00 pm 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: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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 _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____
Addendum Number _____	Dated _____	Initials _____

Company Name

Authorizing Name

Date

Title

Signature

Addendum Acknowledgment

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

Addendum Acknowledgment
Addendum 1 issued May 26, 2022.

Initials *
B.H.

Company Name *
Harris Sand & Gravel, Inc.

Authorizing Name *
William Harris

Date *
June 1st, 2022

Title *
President

Signature *
Bill Harris



City of Valdez Bid Schedule
Page 1 of 4

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

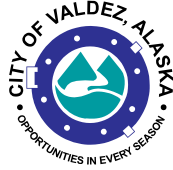
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and demobilization	1	LS	N/A	
2	Clearing and grubbing	60,000	SF		
3	Type II Fill	500	CY		
4	Exploratory Excavation to verify type and size of pipe at connections and at "hot tap" valve location before ordering parts	5	EA		
5	Trench excavation and backfill	2,000	LF		
6	Foundation Type II for soft spots under pipe	500	CY		
7	Bedding Class B	2,000	LF		
8	Disposal of unusable excavated material	500	CY		
9	Storm water pollution prevention plan	1	LS	N/A	
10	Trench dewatering	1	LS	N/A	



**City of Valdez Bid Schedule
Page 2 of 4**

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	8" water main (option to be determined from ALTERNATE)	N/A	N/A	TBD	TBD
12	8" Gate Valve	8	EA		
13	8" "Hot tap" gate valve on hospital water main to ensure uninterrupted service to the medical campus	1	EA	N/A	
14	Fire hydrant (includes 8"x6" tee, 6" gate valve, 6" pipe, restraint / thrust blocks, guard and marker posts)	1	EA	N/A	
15	2" high density polyethylene (HDPE) water service to Quiroz property	1	EA	N/A	
16	2" type K soft copper water service at the Church	1	EA	N/A	
17	Connect 2" water service at the Church	1	EA	N/A	
18	Remove existing valve tops on existing water main and backfill	3	EA		
19	Connect 8" water main and abandon and plug existing water main in place	4	EA		
20	Construction survey	1	LS	N/A	
21	Traffic Maintenance	1	LS	N/A	



City of Valdez Bid Schedule
Page 3 of 4

Project: Water Main Replacement Meals to Richardson Highway
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<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
22	4" deep topsoil for Church lawn	1,000	SF		
23	Replace lawn at Church	1,000	SF		
24	Force Account for unforeseen changes in the work	1	CS	N/A	\$ 50,000.00
25	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	
ALTERNATE BID ITEMS 1 AND 2					
AA1	8" high density polyethylene (HDPE) water main Alternate No. 1	1,800	LF		
	Delivery time for 8" HDPE to Valdez once ordered	Weeks			
AA2	8" polyethylene encased ductile iron water main Alternate N	1,800	LF		
	Delivery time for 8" polyethylene encased ductile iron water main to Valdez once ordered	Weeks			

Bid Schedule Pages 1, 2 and 3 of 4

\$705,700.00

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$182,000.00	\$182,000.00
2	Clearing & Grubbing	60,000.0000	SF	\$0.42	\$25,200.00
3	Type II Fill	500.0000	CY	\$15.00	\$7,500.00
4	Exploratory Excavation to verify type and size of pipe at connections and at "hot tap" valve location before ordering parts	5.0000	EA	\$1,500.00	\$7,500.00
5	Trench Excavation & Backfill	2,000.0000	LF	\$85.00	\$170,000.00
6	Foundation Type II for soft spots under pipe	200.0000	CY	\$10.00	\$2,000.00
7	Bedding Class B	2,000.0000	LF	\$6.50	\$13,000.00
8	Disposal og unusable excavated material	500.0000	CY	\$17.00	\$8,500.00
9	SWPP	1.0000	LS	\$25,000.00	\$25,000.00
10	Trench Dewatering	1.0000	LS	\$20,000.00	\$20,000.00
11	8" water main (option to be determined from ALTERNATE)	1,800.0000	LF	\$0.00	\$0.00
12	8" Gate Valve	8.0000	EA	\$7,500.00	\$60,000.00
13	8" "Hot tap" gate valve on hospital water main to ensure uninterrupted service to the medical campus	1.0000	EA	\$10,000.00	\$10,000.00
14	Fire hydrant (includes 8"x6" tee, 6" gate valve, 6" pipe, restraint / thrust blocks, guard and marker posts)	1.0000	EA	\$7,000.00	\$7,000.00
15	2" high density polyethylene (HDPE) water service to Quiroz property	1.0000	EA	\$2,500.00	\$2,500.00
16	2" Type K copper water service at the church	1.0000	EA	\$3,500.00	\$3,500.00
17	Connect 2" Water Service at the church	1.0000	EA	\$3,500.00	\$3,500.00
18	Remove existing valve tops on existing water main and backfill	3.0000	EA	\$1,500.00	\$4,500.00
19	Connect 8" Water Main and abandon and plug existing water main in place	4.0000	EA	\$5,500.00	\$22,000.00
					Total: \$705,700.00

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
20	Construction Survey	1.0000	LS	\$45,000.00	\$45,000.00
21	Traffic Maintenance	1.0000	LS	\$10,000.00	\$10,000.00
22	4" deep topsoil for Church	1,000.0000	SF	\$7.00	\$7,000.00
23	Replace Lawn at Church	1,000.0000	SF	\$5.00	\$5,000.00
24	Force Account for unforeseen changes in the work	1.0000	CS	\$50,000.00	\$50,000.00
25	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1.0000	EA	\$15,000.00	\$15,000.00
					Total: \$705,700.00

Alternate Item List - Page 3 of 4

Item No.	Item Description	Quantity	Unit	Unit Price	Lead time in weeks FOB Valdez	Extension
Alternate: Owner-agency may award independently from entire bid.						
Component is not included in bid total.						
Alternates are not included in bid total.						
AA1	8" high density polyethylene (HDPE) water main	1,800.0000	LF	\$48.50	8 Weeks	\$87,300.00
AA2	8" polyethylene encased ductile iron water main	1,800.0000	LF	\$67.60	20 Weeks	\$121,680.00
Alternate Total: \$208,980.00						Total:



**City of Valdez
Bid Schedule
Page 4 of 4**

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

Total Base 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 _____, 2022

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

Bid Schedule Page 4 of 4 - ORIGINAL WILL NEED TO BE SUBMITTED BY SUCCESSFUL BIDDER

I (*authorized name below*), hereinafter called Bidder, an individual doing business as (*company name below*), (strike out inapplicable words in original document:) 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.

Company Name *

Harris Sand & Gravel, Inc.

Authorizing Name *

William Harris

Address *

260 Airport Road - P.O. Box 6

Date *

June 1st, 2022

City, State, Zip Code *

Valdez, AK 99686

Title *

President

Telephone Number *

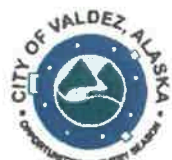
(907) 835-4756

Signature (typed) *

Bill Harris

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

92-0056819



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Harris Sand & Gravel, Inc.

PO Box 6

Valdez, AK 99686

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

as Principal, hereinafter called the Principal, and

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

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

a corporation duly organized under the laws of the State of ~~Alaska~~ ^{New Hampshire} 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

Five Percent of Bid Amount

Dollars (\$ 5%),

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 severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: Water Main Replacement Meals to Richardson Highway
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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 1st day of June, 2022

Ken Varnes

(Witness)

Jimmy Geerin

(Witness)

Jimmy Geerin, Associate Client Executive

Harris Sand & Gravel, Inc.

(Principal)

(Seal)

President

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

Kelly Michael Layman

(Title)

Kelly Michael Layman, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207554-974366**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Glen Lopez, Jay A. Milcy, Jimmy Geerin, Kelly Michael Layman, Kirk C. Leadbetter, Kristy M. Konte

all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania on the day and year first above written



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Wallet Card

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Regulation of Construction Contractors and Home Inspectors

HARRIS SAND & GRAVEL INC

DBA: HARRIS SAND & GRAVEL INC

As

General Contractor Without Residential Contractor Endorsement

HARRIS SAND & GRAVEL INC
PO BOX 6
VALDEZ, AK 99686-0006

License
CONE5976

Effective
11/19/2020

Expires
12/31/2022

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

HARRIS SAND & GRAVEL INC

P O BOX 6, 260 AIRPORT ROAD, VALDEZ, AK 99686-0006

owned by

HARRIS SAND & GRAVEL INC

is licensed by the department to conduct business for the period

October 7, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner



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

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

This agreement is made on the ____ day of June, 2022, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Harris Sand & Gravel, Inc. doing business as a corporation located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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: **seven hundred ninety-three thousand dollars and zero cents (\$793,000.00)**.

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 31, 2022**. 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 dollars (\$1,000.00) 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: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

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.

Harris Sand & Gravel, Inc.

 Signature

 Name

 Title

 Date

 Mailing Address

 City, State, Zip Code

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

 Corporate Secretary

Attest: _____
 Corporate Secretary

City of Valdez, Alaska, Authorized

 Sharon Scheidt, Mayor

 Date

Attested:

 Sheri L. Pierce, MMC, City Clerk

 Date

Recommended:

 Mark Detter, City Manager

 Date

 Nathan Duval, Capital Facilities Director

 Date

Approved as to Form:
 Brena, Bell & Walker, P.C.

 Jon S. Wakeland

 Date

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

(Title of Officer)

(State of Incorporation) Corporation, on behalf of said Corporation.

My Commission Expires: _____

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

I, or the firm, association of corporation of which I am a member, a bidder on the Contract to be awarded, by the City of Valdez, Alaska, for the construction of that certain construction project designated as:

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

Subscribed and sworn to this _____ day of _____, 2022.

My Commission Expires:_____



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

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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 _____, 2022, entered into a contract with Owner for

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

in accordance with Drawings and Specifications prepared by

**Day Engineering
PO Box 651 - Eureka, Nevada 89316
5 East Park Street - Fallon, Nevada 89406**

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



City of Valdez
Labor and Material Payment Bond

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

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 _____, 2022

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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 _____, 2022, entered into a contract with Owner for

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

in accordance with Drawings and Specifications prepared by

**Day Engineering
PO Box 651 - Eureka, Nevada 89316
5 East Park Street - Fallon, Nevada 89406**

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



**City of Valdez
Performance Bond**

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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 _____, 2022

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

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, _____, 2022.

CONTRACTOR

CITY OF VALDEZ, OWNER

 (Signature)

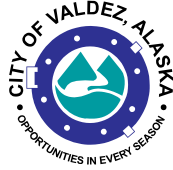
 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

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: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

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 and 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.

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929

Notary Public in and for Alaska
My Commission expires:



**City of Valdez
Special Provisions**

Project: Water Main Replacement Meals to Richardson Highway

Project Number: 21-310-1115 / Contract Number: 1929

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City of Valdez Special Provisions

**Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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:

The project shall consist of clearing and grubbing a path through an area with large trees, and replacement of approximately 1,800 feet of 8-inch water main between Meals and the Richardson Highway in the City of Valdez, Alaska. The project shall include connecting to existing water mains in four locations, and installation of a “hot tap” valve to keep the water service to the medical campus uninterrupted during construction. The project shall include a new fire hydrant, rerouting and connecting a 2-inch water service to a Church, and stubbing out a 2” water service for future development.

Alternate Bid(s)

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Provide a bid schedule for 8” HDPE pipe including cost and lead time of materials.

The Scope of Work of the Additive Alternate No. 2 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Provide a bid schedule for 8” ductile iron pipe including cost and lead time of materials.

The contractor must provide a bid schedule for both Alternates 1 and 2. The City will determine what Alternate will be used for construction at the time of the bid opening based on cost and lead time of materials.



SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents within 45 calendar days of the date of the written Notice to Proceed.

Liquidated damages will be assessed in the sum of one thousand dollars (\$1,000) 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

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Local building permit fees are waived. The Contractor will be responsible for obtaining local building permits before the NTP is issued. The Contractor will need to call the City Building Department at 907-834-3401.

Staging area will be at 911 Meals Avenue in the Valdez Medical Park area. This location is the old hospital site next to the community garden.

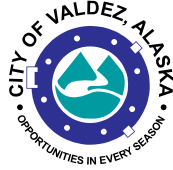
The Contractor will be responsible for moving any items on the job site necessary to complete the work.

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

The Contractor must give a minimum of five (5) days' notice before any water shut offs to the Church of Latter day Saints or the Providence Valdez Medical Center.

Contractor is not to work any Sundays near or on the Church of Latter Day Saints property during construction.

Any unauthorized road closures will result in a penalty of \$50 per minute of lane closure and per lane.



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.

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

The 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. The 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. Contractor shall be responsible for all associated cleanup 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. A Building Permit will be required but there will be no charge.

Contractor must follow any Alaska Department of Transportation permit regulations that apply to this project. See attached Alaska DOT permit

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 drawing titled "Water Main Replacement". These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929
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City of Valdez

Modifications and Additions to the Standard Specifications

Project: Water Main Replacement Meals to Richardson Highway

Project Number: 21-310-1115 / Contract Number: 1929

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: Water Main Replacement Meals to Richardson Highway
Project Number: 21-310-1115 / Contract Number: 1929**

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

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (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) Owner 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.
- (5) 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 Owner 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 Owner for excess costs for completing the work.

The background image shows a construction site. In the upper left, a worker in a red hard hat and safety vest is on a high structure, possibly a roof or upper floor, working with yellow straps. In the lower left, another worker in a white hard hat and safety vest is on a lower level, looking towards the right. In the lower right, a worker in an orange safety vest and white hard hat is on a scissor lift, looking up. The building has large glass windows and dark panels. In the background, there is a blue building and a green mountain.

MINIMUM RATES OF PAY For Laborers and Mechanics

Effective April 1, 2022

Issue 44

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT
Wage and Hour

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THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

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

April 1, 2022

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2022.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2022, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page x.

Sincerely,

A handwritten signature in black ink, reading "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
Commissioner

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In this chapter and in AS 36

- (22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;
- (23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

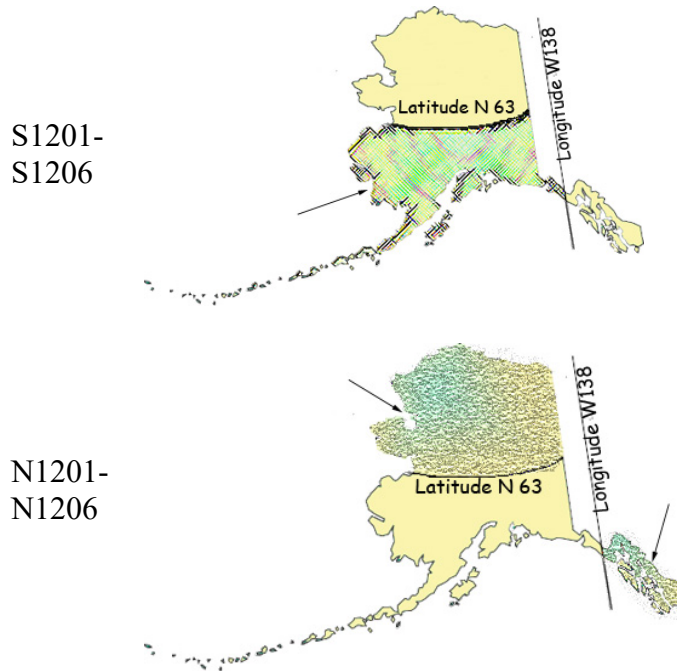
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

Per Diem Rate: As of May 1st, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

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

A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

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

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

Publications are also available online at <http://labor.alaska.gov/lss/home.htm>

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

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

*See per diem note on last page

A0101	Boilermaker (journeyman)	46.97	8.57	18.08	1.90	VAC	SAF	
						4.25	0.34	80.11

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.01	9.00	10.20	0.62	L&M		
						0.20		62.03

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

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

Cleaner (PCC)

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

Terrazzo Finisher

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

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	42.34	10.08	15.23	1.75	L&M	SAF	
						0.20	0.20	69.80

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	42.34	10.08	15.77	1.75	L&M	SAF	
						0.20	0.20	70.34

Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

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

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

*See per diem note on last page

						L&M	
A0401	Group I, including:	40.13	8.70	11.80	1.43	0.10	62.16

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

						L&M	
A0402	Group II, including:	40.13	8.70	11.80	1.43	0.10	62.16

Form Setter

						L&M	
A0403	Group III, including:	40.13	8.70	11.80	1.43	0.10	62.16

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

						L&M	
A0404	Group IV, including:	40.13	8.70	11.80	1.43	0.10	62.16

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

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
Cement Masons							
*See per diem note on last page							
A0404	Group IV, including:	40.13	8.70	11.80	1.43	L&M 0.10	62.16
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile						
	Tunnel Worker						
A0405	Group V, including:	40.13	8.70	11.80	1.43	L&M 0.10	62.16
	Casting and finishing						
	EIFS Systems						
	Finishing of all interior and exterior plastering						
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)						
	Gypsum, Portland Cement						
	Kindred material and products						
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry						
	Overcoating and maintenance of interior/exterior plaster surfaces						
	Plasterer						
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")						
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster						
Culinary Workers							
A0501	Baker/Cook	28.37	7.31	7.56		LEG	43.24
A0503	General Helper	25.07	7.31	7.56		LEG	39.94
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	28.97	7.31	7.56		LEG	43.84
A0505	Head Housekeeper	25.45	7.31	7.56		LEG	40.32
	Head Kitchen Help						
Dredgemen							
*See per diem note on last page							
A0601	Assistant Engineer	42.76	11.05	13.75	1.00	L&M 0.10 0.05	68.71
	Craneman						
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Dredgemen							
*See per diem note on last page							
A0601	Assistant Engineer	42.76	11.05	13.75	1.00	L&M 0.10	0.05 68.71
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	41.60	11.05	13.75	1.00	L&M 0.10	0.05 67.55
A0603	Fireman	42.04	11.05	13.75	1.00	L&M 0.10	0.05 67.99
A0605	Leverman Clamshell	45.29	11.05	13.75	1.00	L&M 0.10	0.05 71.24
A0606	Leverman Hydraulic	43.53	11.05	13.75	1.00	L&M 0.10	0.05 69.48
A0607	Mate & Boatman	42.76	11.05	13.75	1.00	L&M 0.10	0.05 68.71
A0608	Oiler (dredge)	42.04	11.05	13.75	1.00	L&M 0.10	0.05 67.99
Electricians							
*See per diem note on last page							
A0701	Inside Cable Splicer	42.77	14.23	13.92	0.95	L&M 0.20	LEG 0.15 72.22
A0702	Inside Journeyman Wireman, including:	42.44	14.23	14.16	0.95	L&M 0.20	LEG 0.15 72.13
	Technicians (including use of drones in electrical construction)						
A0703	Power Cable Splicer	63.04	14.23	19.08	0.95	L&M 0.25	LEG 0.15 97.70
A0704	Tele Com Cable Splicer	50.53	14.23	17.17	0.95	L&M 0.20	LEG 0.15 83.23
A0705	Power Journeyman Lineman, including:	61.29	14.23	19.03	0.95	L&M 0.25	LEG 0.15 95.90
	Power Equipment Operator						
	Technician (including use of drones in electrical construction)						
A0706	Tele Com Journeyman Lineman, including:	48.78	14.23	17.11	0.95	L&M 0.20	LEG 0.15 81.42
	Technician (including use of drones in telecommunications construction)						
	Tele Com Equipment Operator						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Electricians							
*See per diem note on last page							
A0707	Straight Line Installer - Repairman	48.78	14.23	17.11	0.95	L&M 0.20 LEG 0.15	81.42
A0708	Powderman	59.29	14.23	18.97	0.95	L&M 0.25 LEG 0.15	93.84
A0710	Material Handler	26.57	13.92	5.80	0.15	L&M 0.15 LEG 0.15	46.74
A0712	Tree Trimmer Groundman	29.12	14.23	13.35	0.15	L&M 0.15 LEG 0.15	57.15
A0713	Journeyman Tree Trimmer	38.05	14.23	13.62	0.15	L&M 0.15 LEG 0.15	66.35
A0714	Vegetation Control Sprayer	41.60	14.23	13.73	0.15	L&M 0.15 LEG 0.15	70.01
A0715	Inside Journeyman Communications CO/PBX	41.02	14.23	13.87	0.95	L&M 0.20 LEG 0.15	70.42
Elevator Workers							
*See per diem note on last page							
A0802	Elevator Constructor	44.21	16.02	20.21	0.65	L&M 0.60 VAC 4.90	86.59
A0803	Elevator Constructor Mechanic	63.16	16.02	20.21	0.65	L&M 0.60 VAC 7.01	107.65
Heat & Frost Insulators/Asbestos Workers							
*See per diem note on last page							
A0902	Asbestos Abatement-Mechanical Systems	39.50	9.24	11.12	1.20	IAF 0.14 LML 0.05	61.25
A0903	Asbestos Abatement/General Demolition All Systems	39.50	9.24	11.12	1.20	IAF 0.14 LML 0.05	61.25
A0904	Insulator, Group II	39.50	9.24	11.12	1.20	IAF 0.14 LML 0.05	61.25
A0905	Fire Stop	39.50	9.24	11.12	1.20	IAF 0.14 LML 0.05	61.25
Ironworkers							
*See per diem note on last page							
A1101	Ironworkers, including:	40.82	9.51	24.28	0.76	L&M 0.20 IAF 0.24	75.81

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

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

*See per diem note on last page

						L&M	IAF	
A1101	Ironworkers, including:	40.82	9.51	24.28	0.76	0.20	0.24	75.81
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
A1102	Helicopter	41.82	9.51	24.28	0.76	0.20	0.24	76.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
A1103	Fence/Barrier Installer	37.32	9.51	24.28	0.76	0.20	0.24	72.31

						L&M	IAF	
A1104	Guard Rail Layout Man	38.06	9.51	24.28	0.76	0.20	0.24	73.05

						L&M	IAF	
A1105	Guard Rail Installer	38.32	9.51	24.28	0.76	0.20	0.24	73.31

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

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	33.00	8.95	21.16	1.40	0.20	0.20	64.91
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							

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

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

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	33.00	8.95	21.16	1.40	0.20	0.20	64.91

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

						L&M	LEG	
N1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91

Burning & Cutting Torch
Cement or Lime Dumper or Handler (sack or bulk)
Certified Erosion Sediment Control Lead (CESCL Laborer)
Choker Splicer
Chucktender (wagon, air-track & hydraulic drills)
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
Culvert Pipe Laborer
Cured Inplace Pipelayer

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
*See per diem note on last page								
N1202	Group II, including:	34.00	8.95	21.16	1.40	L&M	LEG	
						0.20	0.20	65.91
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							
N1203	Group III, including:	34.90	8.95	21.16	1.40	L&M	LEG	
						0.20	0.20	66.81
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							
	Welding Certified (in connection with laborer's work)							
N1204	Group IIIA	38.18	8.95	21.16	1.40	L&M	LEG	
						0.20	0.20	70.09
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
*See per diem note on last page								
N1204	Group IIIA	38.18	8.95	21.16	1.40	L&M	LEG	70.09
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							
N1205	Group IV	22.57	8.95	21.16	1.40	L&M	LEG	54.48
	Final Building Cleanup							
	Permanent Yard Worker							
N1206	Group IIIB	41.97	6.24	21.16	1.40	L&M	LEG	71.17
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							
Laborers (The area that is south of N63 latitude and west of W138 longitude)								
*See per diem note on last page								
S1201	Group I, including:	33.00	8.95	21.16	1.40	L&M	LEG	64.91
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	33.00	8.95	21.16	1.40	0.20	0.20	64.91

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

						L&M	LEG	
S1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91

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

						L&M	LEG	
S1203	Group III, including:	34.90	8.95	21.16	1.40	0.20	0.20	66.81

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	38.18	8.95	21.16	1.40	0.20	0.20	70.09

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Laborers (The area that is south of N63 latitude and west of W138 longitude)								
*See per diem note on last page								
S1204	Group IIIA	38.18	8.95	21.16	1.40	L&M	LEG	
	Traffic Control Supervisor, DOT Qualified					0.20	0.20	70.09
S1205	Group IV	22.57	8.95	21.16	1.40	L&M	LEG	
	Final Building Cleanup					0.20	0.20	54.48
	Permanent Yard Worker							
S1206	Group IIIB	41.97	6.24	21.16	1.40	L&M	LEG	
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)					0.20	0.20	71.17
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							
Millwrights								
*See per diem note on last page								
A1251	Millwright (journeyman)	44.00	10.08	12.28	1.10	L&M		
						0.40	0.05	67.91
A1252	Millwright Welder	45.00	10.08	12.28	1.10	L&M		
						0.40	0.05	68.91
Painters, Region I (North of N63 latitude)								
*See per diem note on last page								
N1301	Group I, including:	34.25	8.85	15.10	1.08	L&M		
	Brush					0.07		59.35
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
N1302	Group II, including:	34.77	8.85	15.10	1.08	L&M		
	Bridge Painter					0.07		59.87
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation								

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

*See per diem note on last page

						L&M	
N1302	Group II, including:	34.77	8.85	15.10	1.08	0.07	59.87

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

N1304	Group IV, including:	41.16	8.85	18.21	1.05	0.05	69.32
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Glazier
Storefront/Automatic Door Mechanic

N1305	Group V, including:	39.86	8.85	5.00	1.10	0.10	54.91
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Carpet Installer
Floor Coverer
Heat Weld/Cove Base
Linoleum/Soft Tile Installer

N1306	Group VI, including:	48.17	9.90	5.00	1.10	0.10	64.27
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Traffic Control Striper

Painters, Region II (South of N63 latitude)

*See per diem note on last page

						L&M	
S1301	Group I, including :	31.39	8.85	15.95	1.08	0.07	57.34

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

						L&M	
S1302	Group II, including :	32.64	8.85	15.95	1.08	0.07	58.59

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region II (South of N63 latitude)								
*See per diem note on last page								
S1303	Group III, including :	32.74	8.85	15.95	1.08	L&M		58.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	41.37	8.85	17.25	1.08	L&M		68.62
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	39.86	8.85	5.00	1.10	L&M		54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
S1306	Group VI, including:	48.17	9.90	5.00	1.10	L&M		64.27
	Traffic Control Stripper							
Piledrivers								
*See per diem note on last page								
A1401	Piledriver	42.34	10.08	15.23	1.75	L&M		69.80
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	43.34	10.08	15.23	1.75	L&M		70.80
A1403	Remotely Operated Vehicle Pilot/Technician	46.65	10.08	15.23	1.75	L&M		74.11
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) **See note on last page	86.45	10.08	15.23	1.75	L&M		113.91

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Piledrivers							
*See per diem note on last page							
A1405	Diver (standby) **See note on last page	46.65	10.08	15.23	1.75	L&M 0.20	IAF 0.20 74.11
A1406	Dive Tender **See note on last page	45.65	10.08	15.23	1.75	L&M 0.20	IAF 0.20 73.11
A1407	Welder (American Welding Society, Certified Welding Inspector)	47.90	10.08	15.23	1.75	L&M 0.20	IAF 0.20 75.36
Plumbers, Region I (North of N63 latitude)							
*See per diem note on last page							
N1501	Journeyman Pipefitter	42.91	11.75	17.45	1.50	L&M 0.65	S&L 74.26
	Plumber						
	Welder						
Plumbers, Region II (South of N63 latitude)							
*See per diem note on last page							
S1501	Journeyman Pipefitter	41.00	11.38	15.27	1.55	L&M 0.20	69.40
	Plumber						
	Welder						
Plumbers, Region IIA (1st Judicial District)							
*See per diem note on last page							
X1501	Journeyman Pipefitter	40.82	13.37	11.75	2.50	L&M 0.24	68.68
	Plumber						
	Welder						
Power Equipment Operators							
*See per diem note on last page							
A1601	Group I, including:	43.53	11.05	13.75	1.00	L&M 0.10	0.05 69.48
	Asphalt Roller: Breakdown, Intermediate, and Finish						
	Back Filler						
	Barrier Machine (Zipper)						
	Belcrete with Power Pack & similar conveyors						
	Bending Machine						
	Boat Coxswain						
	Bulldozer						
	Cableways, Highlines & Cablecars						

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

Power Equipment Operators

*See per diem note on last page

								L&M		
A1601	Group I, including:		43.53	11.05	13.75	1.00	0.10	0.05	69.48	
	Cleaning Machine									
	Coating Machine									
	Concrete Hydro Blaster									
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))									
	(a) Hydralifts or Transporters, (all track or truck type)									
	(b) Derricks									
	(c) Overhead									
	Crushers									
	Deck Winches, Double Drum									
	Ditching or Trenching Machine (16 inch or over)									
	Drag Scraper, Yarder, and similar types									
	Drilling Machines, Core, Cable, Rotary and Exploration									
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine									
	Grade Checker and/or Line and Grade including Drone									
	Helicopters									
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat									
	Hydro Ax, Feller Buncher & similar									
	Hydro Excavation (Vac-Truck and Similar)									
	Loaders (2 1/2 yards through 5 yards, including all attachments):									
	(a) Forklifts (with telescopic boom & swing attachment)									
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)									
	(c) Loaders, (with forks or pipe clamp)									
	(d) Loaders, (elevating belt type, Euclid & similar types)									
	Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)									
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer									
	Micro Tunneling Machine									
	Mixers: Mobile type with hoist combination									
	Motor Patrol Grader									
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield									
	Off-Road Hauler (including Articulating and Haul Trucks)									
	Operator on Dredges									
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker									
	Plant Operator (Asphalt & Concrete)									
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)									
	Remote Controlled Equipment									
	Scraper (through 40 yards)									

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

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

*See per diem note on last page

						L&M		
A1601	Group I, including:	43.53	11.05	13.75	1.00	0.10	0.05	69.48

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

						L&M		
A1602	Group IA, including:	45.29	11.05	13.75	1.00	0.10	0.05	71.24

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

						L&M		
A1603	Group II, including:	42.76	11.05	13.75	1.00	0.10	0.05	68.71

Boiler - Fireman
Cement Hogs & Concrete Pump Operator
Conveyors (except those listed in Group I)
Hoists on Steel Erection, Towermobiles & Air Tuggers
Horizontal/Directional Drill Locator
Locomotives, Rod & Geared Engines
Mixers
Screening, Washing Plant

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
A1603	Group II, including:	42.76	11.05	13.75	1.00	L&M		68.71
	Sideboom (cradling rock drill, regardless of size)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
A1604	Group III, including:	42.04	11.05	13.75	1.00	L&M		67.99
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							
A1605	Group IV, including:	35.83	11.05	13.75	1.00	L&M		61.78
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							

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

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

*See per diem note on last page

A1605	Group IV, including:	35.83	11.05	13.75	1.00	L&M		0.10	0.05	61.78
	Spotter									
	Steam Cleaner									
	Swamper (on trenching machines or shovel type equipment)									

Roofers

*See per diem note on last page

A1701	Roofer & Waterproofer	44.62	13.75	3.91	0.81	L&M		0.10	0.06	63.25
A1702	Roofer Material Handler	31.23	13.75	3.91	0.81	L&M		0.10	0.06	49.86

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

*See per diem note on last page

N1801	Sheet Metal Journeyman	49.04	11.85	14.61	1.80	L&M		0.12		77.42
	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)

*See per diem note on last page

S1801	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	L&M		0.43		72.10
	Air Balancing and duct cleaning of HVAC systems									

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1801	Sheet Metal Journeyman	43.75	11.85	14.39	1.68		L&M 0.43	72.10
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							
Sprinkler Fitters								
*See per diem note on last page								
A1901	Sprinkler Fitter	49.10	10.55	18.15	0.52		L&M 0.25	78.57
Surveyors								
*See per diem note on last page								
A2001	Chief of Parties	46.16	12.23	13.64	1.15		L&M 0.10	73.28
A2002	Party Chief	44.57	12.23	13.64	1.15		L&M 0.10	71.69
A2003	Line & Grade Technician/Office Technician/GPS, Drones	43.97	12.23	13.64	1.15		L&M 0.10	71.09
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	41.85	12.23	13.64	1.15		L&M 0.10	68.97
A2006	Chain Person (for crews with more than 2 people)	37.51	12.23	13.64	1.15		L&M 0.10	64.63

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

Truck Drivers

*See per diem note on last page

							L&M	
A2101	Group I, including:	42.94	12.23	13.64	1.15	0.10		70.06

Air/Sea Traffic Controllers
Ambulance/Fire Truck Driver (EMT certified)
Boat Coxswain
Captains & Pilots (air & water)
Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
Helicopter Transporter
Liquid Vac Truck/Super Vac Truck
Material Coordinator or Purchasing Agent
Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
Semi with Double Box Mixer
Tireman, Heavy Duty/Fueler
Water Wagon (250 Bbls and above)

							L&M	
A2102	Group 1A including:	44.21	12.23	13.64	1.15	0.10		71.33

Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
Jeeps (driver under load)
Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

							L&M	
A2103	Group II, including:	41.68	12.23	13.64	1.15	0.10		68.80

All Deltas, Commanders, Rollagons, & similar equipment
Batch Trucks (8 yards & up)
Batch Trucks (up to & including 7 yards)
Boom Truck/Knuckle Truck (over 5 tons)
Cacasco Truck/Heat Stress Truck
Construction and Material Safety Technician
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards
Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
Mechanics
Oil Distributor Driver
Partsman
Ready-mix (up to & including 12 yards)
Stringing Truck

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
*See per diem note on last page							
							L&M
A2103	Group II, including:	41.68	12.23	13.64	1.15	0.10	68.80
Turn-O-Wagon or DW-10 (not self loading)							
							L&M
A2104	Group III, including:	40.86	12.23	13.64	1.15	0.10	67.98
Boom Truck/Knuckle Truck (up to & including 5 tons)							
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
Expeditor (electrical & pipefitting materials)							
Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
Greaser - Shop							
Semi or Truck & Trailer							
Thermal Plastic Layout Technician							
Traffic Control Technician							
Trucks/Jeeps (push or pull)							
							L&M
A2105	Group IV, including:	40.28	12.23	13.64	1.15	0.10	67.40
Air Cushion or similar type vehicle							
All Terrain Vehicle							
Buggymobile							
Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
Bus Operator (over 30 passengers)							
Cement Spreader, Dry							
Combination Truck-Fuel & Grease							
Compactor (when pulled by rubber tired equipment)							
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards							
Dumpster							
Expeditor (general)							
Fire Truck/Ambulance Driver							
Flat Beds, Dual Rear Axle							
Foam Distributor Truck Dual Axle							
Front End Loader with Fork							
Grease Truck							
Hydro Seeder, Dual Axle							
Hyster Operators (handling bulk aggregate)							
Loadmaster (air & water operations)							
Lumber Carrier							
Ready-mix, (up to & including 7 yards)							
Rigger (air/water/oilfield)							
Tireman, Light Duty							

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

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

*See per diem note on last page

A2105	Group IV, including:	40.28	12.23	13.64	1.15	L&M		0.10	67.40
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Track Truck Equipment
Truck Vacuum Sweeper
Warehouseperson
Water Truck (Below 250 Bbls)
Water Truck (straight)
Water Wagon, Semi

A2106	Group V, including:	39.52	12.23	13.64	1.15	L&M		0.10	66.64
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Buffer Truck
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)
Bus Operator (up to 30 passengers)
Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)
Flat Beds, Single Rear Axle
Foam Distributor Truck Single Axle
Fuel Handler (station/bulk attendant)
Gear/Supply Truck
Gravel Spreader Box Operator on Truck
Hydro Seeders, Single axle
Pickups (pilot cars & all light-duty vehicles)
Rigger/Swamper
Tack Truck
Team Drivers (horses, mules, & similar equipment)

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

*See per diem note on last page

N2201	Group I, including:	36.30	8.95	21.16	1.40	L&M		0.20	LEG	0.20	68.21
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Brakeman
Mucker
Nipper
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
Topman & Bull Gang
Tunnel Track Laborer

N2202	Group II, including:	37.40	8.95	21.16	1.40	L&M		0.20	LEG	0.20	69.31
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Burning & Cutting Torch
Certified Erosion Sediment Control Lead (CESCL Laborer)

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

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

*See per diem note on last page

						L&M	LEG	
N2202	Group II, including:	37.40	8.95	21.16	1.40	0.20	0.20	69.31

Concrete Laborer
Floor Preparation, Core Drilling
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Nozzlemen, Pumpcrete or Shotcrete
Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	38.39	8.95	21.16	1.40	0.20	0.20	70.30

Miner
Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	42.00	8.95	21.16	1.40	0.20	0.20	73.91

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayer
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N2206	Group IIIB, including:	46.17	6.24	21.16	1.40	0.20	0.20	75.37

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

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

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	36.30	8.95	21.16	1.40	0.20	0.20	68.21

Brakeman
Mucker
Nipper
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)								
*See per diem note on last page								
						L&M	LEG	
S2201	Group I, including:	36.30	8.95	21.16	1.40	0.20	0.20	68.21
	Topman & Bull Gang							
	Tunnel Track Laborer							
						L&M	LEG	
S2202	Group II, including:	37.40	8.95	21.16	1.40	0.20	0.20	69.31
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
S2203	Group III, including:	38.39	8.95	21.16	1.40	0.20	0.20	70.30
	Miner							
	Retimberman							
						L&M	LEG	
S2204	Group IIIA, including:	42.00	8.95	21.16	1.40	0.20	0.20	73.91
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
S2206	Group IIIB, including:	46.17	6.24	21.16	1.40	0.20	0.20	75.37
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							
Tunnel Workers, Power Equipment Operators								
*See per diem note on last page								

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Tunnel Workers, Power Equipment Operators								
*See per diem note on last page								
		L&M						
A2207	Group I	47.88	11.05	13.75	1.00	0.10	0.05	73.83
		L&M						
A2208	Group IA	49.82	11.05	13.75	1.00	0.10	0.05	75.77
		L&M						
A2209	Group II	47.04	11.05	13.75	1.00	0.10	0.05	72.99
		L&M						
A2210	Group III	46.24	11.05	13.75	1.00	0.10	0.05	72.19
		L&M						
A2211	Group IV	39.41	11.05	13.75	1.00	0.10	0.05	65.36

* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

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

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Shipyard Rates Addendum

This Addendum was developed to address the specialized industry of shipbuilding/repair in Alaska, as it relates to public works. For the purposes of providing rates for shipyard work the Department is adopting Shipyard rates from the state of Washington (King County). These rates only apply to work done in shipbuilding/repair in Alaska, under a public contract. This addendum will be updated two times a year to coincide with the corresponding Issue of *Laborers and Mechanics MINIMUM RATES OF PAY*.

Class Code	BHR H&W PEN TRN Other Benefits THR
Shipyard Workers *See total hourly(THR) note below	
A2300	Ship Building/Repair Boilermaker 47.45
A2305	Ship Building/Repair Carpenter 47.35
A2310	Ship Building/Repair Crane Operator 45.06
A2315	Ship Building/Repair Electrician 48.92
A2320	Ship Building/Repair Heat & Frost Insulator 82.02
A2325	Ship Building/Repair Laborer 47.35
A2330	Ship Building/Repair Mechanist 47.35
A2335	Ship Building/Repair Operating Engineer 45.06
A2340	Ship Building/Repair Painter 47.35
A2345	Ship Building/Repair Pipefitter 47.35
A2350	Ship Building/Repair Rigger 47.45
A2355	Ship Building/Repair Sheet Metal 47.35
A2360	Ship Building/Repair Shipwright 47.35
A2365	Ship Building/Repair Warehouse 45.06

*The THR includes the base hourly rate (BHR) and fringe benefits. Employers must pay a BHR and fringe benefit package that adds up to the THR. Fringe benefits included in the THR can be paid to employees in three ways; paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

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

Title 36

Public Contracts



Wage and Hour Administration Pamphlet 400

Statutes Regulations

January 2021

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



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**

Anchorage

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Juneau, AK 99811-1149
Phone: (907) 465-4842 Fax: (907) 465-3584
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If you would like to receive Wage and Hour Administration **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications* or *LSS – Wage and Hour Regulations*.

Publications are also available online at <http://labor.alaska.gov/lss/home.htm>

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 1-9), and the second section contains the Alaska Administrative Code or regulations (pages 10-23). The index of topics on page 24 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: <http://labor.alaska.gov/lss/forms/Pam400.pdf>

TITLE 36. Public Contracts

Wage and Hour Administration

Pamphlet 400 - Statutes and Regulations

January 2021

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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Disclaimer:

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.**

ALASKA STATUTES

TITLE 36. PUBLIC CONTRACTS

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
- 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 that 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; investigations; hearings; regulations; enforcement.

(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 and workforce development 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)

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
- 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 900. Effect of judicial decisions
- 125. Enforcement
- 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) nonresident 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.

[Repealed § 16 ch 20 SLA 2002.]

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 § 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. Regulations.

(a) The commissioner of labor and workforce development 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. Notifications by 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.

(§ 6 ch 177 SLA 1960; am § 16 ch 9 SLA 2014)

Sec. 36.10.090. Publication of list of violators.

(a) The commissioner of labor and workforce development 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 that 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 community assistance or public school funding. 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 workforce development, 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 E.O. No. 39, § 11 (1977); am § 35 ch 83 SLA 1998; am § 13 ch 44 SLA 2016)

Sec. 36.10.100. Retainage and 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 that 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;

(§ 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 and workforce development. 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 community assistance, revenue sharing, or public school funding, 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; am § 36 ch 83 SLA 1998; am § 14 ch 44 SLA 2016)

Sec. 36.10.130. Resident hire report.

The attorney general and the commissioner of labor and workforce development shall report annually to 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, and the governor shall notify the legislature that the report is available.

(§ 5 ch 33 SLA 1986; am § 55 ch 21 SLA 1995)

Sec. 36.10.140. Eligibility for preference; approval of job-training programs.

(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 and workforce development 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 and workforce development 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 or AS 37.06.010;

(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 or AS 37.06.020; 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; am § 2 ch 80 SLA 1993)

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 and workforce development 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 and Workforce Development. 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. Severability.

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

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
- 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.

Article:

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
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 of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The form is also available on the department's website at:
<http://labor.alaska.gov/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 a bona fide fringe benefit plan is specified in the applicable Standards of Apprenticeship approved by the United States Department of Labor, Office of Apprenticeship.

(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; am 8/12/2018, Register 227)

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. The department will publish this determination in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. The department will periodically revise the prevailing wage rates, 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; am 11/25/2018, Register 228)

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 of Labor and Workforce Development, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The pamphlet is also available on the department's website at:

<http://labor.alaska.gov/lss/lssforms.htm>.

8 AAC 30.051. Purpose.

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

8 AAC 30.052. Board and lodging; remote sites.

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

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

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

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

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

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

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

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.030
AS 36.10.075 AS 36.05.010

8 AAC 30.054. Per diem instead of board and lodging.

(a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met

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

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

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

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

(1) west of Livengood on the Elliot Highway, AK-2;

(2) on the Dalton Highway, AK-11;

(3) north of milepost 20 on the Taylor Highway, AK-5;

(4) each of Chicken on the Top of the World Highway; or

(5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.010 AS 36.10.075

8 AAC 30.056. Alternative arrangement.

Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

(1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and

(2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.010
AS 36.05.030 AS 36.10.075

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

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

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 8/9/2001]

8 AAC 30.066. Hiring Preference for Economically Disadvantaged Minority Residents.

[Repealed 8/9/2001]

8 AAC 30.067. Hiring Preference for Economically Disadvantaged Female Residents.

[Repealed 8/9/2001]

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 36.10.14
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 reference 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;

(C) and, 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 36.180
AS 36.10.190 AS 36.10.075

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 United States Department of Labor, Office of Apprenticeship.

(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 the Workforce Innovation and Opportunity Act (WIOA) 2014, Pub. L. No 113-138).

(Eff. 9/27/87, Register 103; am 8/12/2018, Register 227)

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

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, after preliminary investigation, the division finds that probably cause exists to believe that a violation of AS 36.05 or AS 36.10 has occurred, the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 a copy of the complaint or a description of the alleged violation by personal service or certified mail to the last known address of the respondent and to the respondent's registered agent, if any. If respondent is a subcontractor, the division will also provide the prime contractor with a copy of the complaint or a description of the alleged violation by personal service or certified mail to the prime contractor's registered agent.

(c) The division will attempt to eliminate the alleged violation through conference and persuasion by providing the respondent and prime contractor an opportunity for an information conference to discuss the matter and attempt to eliminate the alleged violations.

(d) If an alleged violation is not rectified by the informal conference, or if the respondent or prime contractor fails to attend the conference without good cause, the division will notify the respondent and the prime contractor in writing of the failure of the informal conference. The division will include in its notification a summary of the division's investigative findings.

(e) The respondent or the prime contractor may request a hearing by sending the division a written request postmarked not later than 30 days of the date of the division's notification of the failure of the informal conference under (d) of this section. The hearing request must identify any investigative findings in dispute and the basis for the dispute, including any affirmative defenses. Upon receipt of a request for a hearing, the division will refer the case for hearing. Hearings under this section will be conducted in accordance with 8 AAC 30.100.

(f) If no timely request for hearing is received, the division's investigative findings will be final.

(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; am 8/12/2018, Register 227)

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. 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

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)

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."

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* (2018 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 this paragraph, "independent contractor" means a person who

(A) has an express contract to perform the services;

(B) is free from direction and control over the means and manner of providing services, subject only to the right of the individual for whom, or entity for which, the services are provided to specify the desired results, completion schedule, or range of work hours, or to monitor the work for compliance with contract plans and specifications, or federal, state, or municipal law;

(C) incurs most of the expenses for tools, labor, and other operational costs necessary to perform the services;

(D) has the opportunity for profit and loss as a result of the services performed for the other individual or entity; and

(E) is free to hire and fire employees to help perform the services for the contracted work;

(14) *[repealed 8/9/2001;]*

(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.

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

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field

surveyor first reports on-site to the project through the final date the person reports on-site to the project.

(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; am 8/12/2018, Register 227; am 11/25/2018, Register 228; am 1/10/2021, Register 273)

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 to one or more public construction projects 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; 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.

(Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/2001, Register 159; am 3/24/2011, 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 Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, Alaska 99504.

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CITY OF VALDEZ

Project Title: Water Main Replacement Meals to Richardson Highway

Project No.: 21-310-9165

Contract No.: 1929

TO: All Recipients

Date: May 26, 2022

SUBJECT: Addendum No.1

This 2 (two) page Addendum forms a part of the project scope documents and modifies the project scope for the above-referenced project. **Acknowledge receipt of this Addendum in the space provided on the Bid Form.** Failure to do so may subject the Bidder to disqualification.

This Addendum makes the following changes and/or clarifications:

Responses to Questions

Question #1: What dewatering methods will the contractor be required to follow?

Response: The contractor is to follow the methods set out in the City of Valdez Standard Specifications Section 20.27 and section 20.23. The Contractor must also follow ADEC requirements for dewatering.

Question #2: Is the existing to be abandoned water line pipe going to be filled with slurry or capped?

Response: The abandoned pipe will be capped.

Question #3: How will the Community Garden near the project and staging area be protected?

Response: The contractor is not to disturb any of the Community Garden property. The contractor will be responsible for any damages to the garden property. Locates of the property lines can be done before construction begins to avoid damages.

Question #4: Will it be necessary to clear and grub the entire 30ft easement of the project area?

Response: The contractor will be expected to do clearing and grubbing of the project area that is necessary to do the required work without exceeding the bid quantity of 60,000 square feet.

Question#5: Will testing and cleaning of the pipe be required before connections are made?

Response: Yes, All required ADEC tests and cleaning of the pipes must be made before connections to existing pipe (tie-ins) are made

Clarification:

The Hydrant in line item No. 14 of the bid schedule will be owner furnished. The contractor is to only submit a number for installation of the hydrant.

End of Addendum

WATER MAIN REPLACEMENT

CITY OF VALDEZ, ALASKA
APRIL 2022



LOCATION MAP
VALDEZ, ALASKA

SHEET LIST

SHEET NO.	DESCRIPTION
C1	TITLE SHEET
C2	LEGEND, ABBREVIATIONS, AND NOTES
C3	PLAN AND PROFILE STA 0+00 TO 8+00
C4	PLAN AND PROFILE STA 8+00 TO 16+25
D1-D3	GENERAL DETAILS

OWNER



PO BOX 307
VALDEZ, AK 99686

ENGINEER



DAY ENGINEERING

PO BOX 651 • EUREKA, NEVADA 89316 • (775) 293-1743
5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090



CONSULTANT:

SURVEYING:
WRANGELL MOUNTAIN TECHNICAL SERVICES
ALLEN MINISH, P.L.S.
PO BOX 118
CHITINA, ALASKA 99566

BASIS OF BEARINGS:
THE BASIS OF BEARING IS BASIS OF BEARING, COORDINATES, BEARINGS, DISTANCES ARE ALL BASED ON HIGH PRECISION GPS RTK, NAD83 ALASKA STATE PLANE ZONE 3 IN FEET.

BASIS OF ELEVATION:
THE BASIS OF ELEVATION IS ARE BASED ON HIGH PRECISION GPS RTK, NAVD88 GEOD 12b.

**FOR BID
PURPOSES
ONLY**

C1

1. ALL CONSTRUCTION AND MATERIALS FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "ORANGE BOOK" - STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INCLUDING A BUILDING PERMIT, A DUST CONTROL PERMIT AND A STORMWATER POLLUTION PREVENTION PLAN, AS WELL AS BONDING FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

ENGINEER
DAY ENGINEERING
PO BOX 651
EUREKA, NEVADA 89316
(775) 293-1743
DEAN DAY

OWNER OF WATER UTILITIES
CITY OF VALDEZ
PO BOX 307
VALDEZ, AK 99686

- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION.
5. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
6. PRIOR TO FINAL ACCEPTANCE, BOND RELEASES, AND NOTICE OF COMPLETION, CERTIFIED LEGIBLE AS-BUILT DRAWINGS MUST BE SUBMITTED TO CITY OF VALDEZ. AS-BUILT DRAWINGS MUST SHOW ALL CHANGES AND ACTUAL FIELD LOCATIONS. IN THE ABSENCE OF CHANGES, A COPY OF APPROVED DRAWINGS WILL BE REQUIRED STATING "INSTALLED AS PER DRAWINGS" AND CERTIFIED AS SUCH BY THE ENGINEER.
7. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITION BETWEEN NEW CONSTRUCTION AND EXISTING STRUCTURES TO PROVIDE PROPER FLOW AND INGRESS AND EGRESS TO SAID CONSTRUCTION. EXTENT OF TRANSITION TO BE DETERMINED BY THE ENGINEER.
8. BEFORE ANY WORK IS STARTED IN THE ADOT RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE AND MEET ALL REQUIREMENTS OF THE ADOT ENROACHMENT PERMIT. THE CONTRACTOR SHALL INSTALL TEMPORARY STOP SIGNS AT ALL NEW STREET ENCROACHMENTS INTO EXISTING PUBLIC STREETS IMMEDIATELY AFTER THE FIRST GRADING WORK IS ACCOMPLISHED AND SHALL MAINTAIN SAID SIGN THROUGHOUT THE CONSTRUCTION. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "ALASKA TRAFFIC MANUAL" - CURRENT EDITION, AND TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" - CURRENT EDITION, AND BE APPROVED BY THE ADOT ENGINEER BEFORE CONSTRUCTION BEGINS. A COPY OF THE ADOT PERMIT SHALL BE ON SITE AT ALL TIMES.
9. EXISTING UTILITIES ARE LOCATED ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AND THE DESIGN ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES LOCATED ON OR NOT IN THE LOCATION SHOWN ON THE PLANS. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING OVER OR NEAR EXISTING GAS MAINS AND UNDERGROUND POWER AND TELEPHONE LINES.
10. ALL EXCESS OR UNSUITABLE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH CITY OF VALDEZ CODES.
11. PROTECTION AND REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES NOT DELINEATED ON THE CONTRACT DRAWINGS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES MUST BE DONE TO ENGINEER'S SATISFACTION.
12. AT LEAST TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES THAT MAY HAVE FACILITIES IN THE AREA OF CONSTRUCTION.
13. MODIFICATIONS TO EXISTING UTILITIES SHALL CONFORM TO CITY OF VALDEZ PUBLIC WORKS DESIGN STANDARDS. CONTRACTOR SHALL NOTIFY AFFECTED UTILITY 48 HOURS IN ADVANCE OF ANY WORK.
14. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO CITY OF VALDEZ'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL POLOTHOLE EXISTING UTILITIES TO VERIFY DEPTHS, EXISTING MATERIALS AND LOCATION PRIOR TO EXCAVATION.
16. ALL DRAINAGES, ROADWAYS, CULVERTS, SLOPES, DITCHES, CURB & GUTTER & SIDEWALKS, FENCES, UTILITIES, AND STRUCTURES SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY THE CONTRACTOR IN ACCORDANCE WITH CITY OF VALDEZ.
17. CONTRACTOR SHALL STABILIZE TRENCHING ACTIVITIES INCLUDING EXISTING WATER AND SEWER LINES, OVERHEAD POWER POLES, EXISTING STRUCTURES AND WHEREVER NECESSARY, SUCH AS AT CROSSINGS AND ADJACENT TO STORM DRAIN HEADWALLS TO MAINTAIN TRENCH STRUCTURAL INTEGRITY.

1. ALL WORK AUTHORIZED BY THIS PLAN SHALL CONFORM TO CITY OF VALDEZ DESIGN STANDARDS, LATEST REVISION AND THE SPECIAL PROVISIONS OF THE PROJECT.
2. NO OPEN TRENCH SHALL BE ALLOWED ACROSS ANY STREET OR WITHIN TEN FEET (10') OF ANY TRAIL OR RAIL WHEN WORK IS IN ACTUAL PROGRESS. AREAS COVERED BY ACCEPTABLE STEEL PLATES ARE NOT TO BE CONSTRUCTED AS A TRENCH. NO OPEN TRENCH PERMITTED IN EXCESS OF 500 FEET OR LENGTH NECESSARY TO ACCOMMODATE PIPE INSTALLATION IN A SINGLE DAY, WHICHEVER IS GREATER.
3. ALL PERMITS AND APPROVED PLANS FOR THIS WORK MUST BE ON THE JOB SITE AT ALL TIMES.
4. ALL TRENCH CROSSINGS AND BACKFILL SHALL MEET THE STANDARD SPECIFICATIONS UNLESS OTHERWISE STATED.
5. CONTRACTOR SHALL MAINTAIN AN ON-GOING PROCESS FOR REMOVAL OF ALL SPILLAGE OF EXCAVATED MATERIAL ON ALL PAVED STREETS.
6. INSPECTIONS ARE REQUIRED. THE CONTRACTOR SHALL NOTIFY ALL EFFECTED PUBLIC ENTITIES 48 HOURS MINIMUM PRIOR TO COMMENCEMENT OF WORK.
7. ANY SPECIAL INSPECTIONS SHALL BE AS REQUIRED PER SPECIFICATIONS.
8. COMPACTION TESTS ARE REQUIRED. SOIL TESTING SHALL COMPLY WITH THE STANDARD SPECIFICATIONS

1. ALL PIPE FOR THIS PROJECT SHALL BE HDPE WHERE SHOWN.
2. ALL PIPE SHALL BE FLUSHED AND PRESSURE TESTED PER AWWA C906 (LATEST REVISION).
3. ALL PIPE SHALL BE DISINFECTED PER AWWA C651 (LATEST REVISION).
4. THE CONSTRUCTION OPERATION SEQUENCING FOR MAINTAINING WATER SUPPLY SHALL BE DEFINED BY THE CONTRACTOR AND APPROVED BY THE CITY OF VALDEZ PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY THE CITY OF VALDEZ 48 HOURS IN ADVANCE OF ANY WATER MAIN SHUTDOWNS OR TIE-INS, THE TOTAL TIME OF ANY WATER SERVICE INTERRUPTION IS LIMITED TO 4 HOURS MAXIMUM. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES.
6. ALL WATER SERVICES 2 INCHES OR LESS SHALL BE IPS, PE PIPE; SERVICES 3 INCHES OR GREATER SHALL BE PVC C900 DR 18 OR AS SPECIFIED ON THE PLANS.
7. MAINTAIN 18 INCHES VERTICAL AND 5 FEET HORIZONTAL SEPARATION BETWEEN ALL UNDERGROUND UTILITY LINES AND WATER LINES. IF WATER LINE IS BELOW POWER LINE OR IS WITHIN 18 INCH VERTICAL SEPARATION OF POWER LINE, POWER/TELEPHONE LINE SHALL BE ENCASED 4 INCHES MINIMUM OF CONCRETE EXTENDING 5 FEET EACH SIDE OF THE CROSSING. CONCRETE ENCASEMENT OF WATER LINES IS NOT ALLOWED.
8. WATER VALVE MARKERS SHALL BE BLUE CARSONITE UTILITY MARKER (CUM-375), 5'-2" WITH WATER VALVE DECAL (WV-XXX) OR APPROVED EQUAL. PLACE MARKER NO MORE THAN FIVE (5) FEET FROM THE VALVE.
9. SATISFACTORY BACTERIOLOGICAL ANALYSIS MUST BE PROVIDED TO ADEC PRIOR TO PLACING A NEW WELL, WATER STORAGE TANK, OR DISTRIBUTION AND TRANSMISSION MAINS INTO SERVICE.
10. CONTRACTOR SHALL SEAL ALL OPENINGS OF UNFINISHED PIPE OR APPURTENANCES AT THE END OF EACH CONSTRUCTION DAY TO PREVENT THE INTRODUCTION OF CONTAMINATION.
11. CONTACT ADEC FOR COORDINATION PRIOR TO DISPOSAL OF HEAVILY CHLORINATED WATER.
12. ALL MATERIALS COMING INTO CONTACT WITH POTABLE WATER SHALL BE NSF 61 LISTED AND CERTIFIED AS LEAD-FREE.
13. THE HDPE PIPE MANUFACTURER WILL CERTIFY THAT THE RESIN CAN BE USED IN THE CITY OF VALDEZ CLIMATE.
14. THE HDPE PIPE MANUFACTURER'S WELDABILITY TESTING RECOMMENDATIONS WILL BE SUBMITTED FOR APPROVAL BY THE ENGINEER AND FOLLOWED BY THE CONTRACTOR.
15. BUTT FUSION OF HDPE JOINTS WILL PER THE MANUFACTURER'S RECOMMENDATIONS, AND A DATA LOGGER WILL RECORD THE FUSION EQUIPMENT TEMPERATURE, TIMES, AND PRESSURES. ALL WELDS SHALL BE ACCOMPLISHED IN THE PRESENCE OF A QUALIFIED INSPECTOR PROVIDED BY THE ENGINEER.
16. HDPE PIPE BUTT FUSION WELDERS SHALL BE CERTIFIED TO OPERATE FUSION EQUIPMENT.
17. HDPE PIPE FUSION SHALL USE CERTIFIED EQUIPMENT. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL, AND FOLLOW, EQUIPMENT MANUFACTURER'S QA/QC, MAINTENANCE, AND CALIBRATION.
18. PARTS AND PIPE FOR THIS PROJECT IN CONTACT WITH POTABLE WATER SHALL NOT HAVE MORE THAN 0.25 PERCENT LEAD.
19. CONTRACTOR SHALL PROVIDE CERTIFICATION THAT ALL PARTS AND PIPE IN CONTACT WITH POTABLE WATER ARE NSF-61 CERTIFIED BY AN ANSI ACCREDITED ORGANIZATION.
20. FLUSHING AREA IS SHOWN ON THE PLANS (FROM FIRE HYDRANT). FLUSH WATER SHALL BE FLUSHED USING AN AIR GAP. CHLORINATED FLUSH WATER SHALL BE DECHLORINATED USING A DIFFUSER ON THE HYDRANT THAT CONTAINS SODIUM SULFITE TABLETS. THEN THE FLUSH WATER CAN BE PUT ON THE GROUND AND GRADED TO AVOID DAMAGE TO ADJACENT PROPERTY. FLUSHED WATER MUST MEET THE REQUIREMENTS OF 18 AAC 70.
21. THE WATER SAMPLE TAP FOR BACTERIOLOGICAL SAMPLES SHALL BE OUT OF THE FIRE HYDRANT. TWO SEPARATE SAMPLES TAKEN 24 HOURS APART MUST PASS AS NEGATIVE FOR COLIFORM BACTERIA BEFORE NEW WATER PIPING CAN BE CONNECTED AND PUT INTO SERVICE IN THE WATER SYSTEM.

A	AREA				
AC	ASPHALTIC CONCRETE				
ACP	ABESTOS CEMENT PIPE	L	LENGTH	T	TANGENT DISTANCE
ADJ	ADJUST, ADJUSTABLE	LS	LANDSCAPE	TBC	TOP BACK OF CURB
AL	ARC LENGTH	LAT	LATERAL	TC	TOP OF CURB
AD	AREA DRAIN	LF	LINEAL FEET	TEL	TELEPHONE
BC	BEGINNING OF CURB / BACK OF CURB	LT	LEFT	TFC	TOP FRONT OF CURB
BCR	BEGINNING OF CURB RETURN	LP	LOW POINT	TOC	TOP OF CONCRETE
BDRY	BOUNDARY	MAX	MAXIMUM	TMH	TOP OF MANHOLE
BEG	BEGIN	MB	MAIL BOX	TOW	TOP OF WALL
BM	BENCHMARK	MH	MANHOLE	TRANS	TRANSITION
BSW	BACK OF SIDEWALK	MIN	MINIMUM	TSC	TRAFFIC SIGNAL CONDUIT
BVC	BEGINNING OF VERTICAL CURVE	N	NORTH	TSW	TOP OF SIDEWALK
CB	CATCH BASIN / DROP INLET	NO	NUMBER	THP	TYPICAL
C&G	CURB AND GUTTER	OD	OUTSIDE DIAMETER	UGE	UNDERGROUND ELECTRIC LINE
CF	CURB FACE	OHE	OVERHEAD POWER LINE	VC	VERTICAL CURVE
CIP	CAST IRON PIPE	PC	POINT OF CURVATURE	VCP	VITRIFIED CLAY PIPE
CL	CENTERLINE	PCC	POINT OF COMPOUND CURVE	VERT	VERTICAL
CMP	CORRUGATED METAL PIPE	PI	POINT OF INTERSECTION	VG	VALLEY GUTTER
CONC	CONCRETE	PL	PROPERTY LINE	W	WEST, WATER
CONST	CONSTRUCT, CONSTRUCTION	PD	POWER POLE	WW	WATER VALVE

WATER MAIN REPLACEMENT VALDEZ, ALASKA



	PROPOSED WATER MAIN		PROPERTY LINE/ EASEMENT LINE
	EXISTING WATER MAIN		CENTERLINE
	EXISTING SEWER MAIN		FENCE
	EXISTING TELEPHONE		EDGE OF ROAD
	PROPOSED WATER VALVE		OVERHEAD POWER LINE
	EXISTING WATER VALVE		LIGHT POLE
	PROPOSED AIR VALVE ASSEMBLY		TELEPHONE PEDESTAL
	PROPOSED FIRE HYDRANT		POWER POLE
	EXIST FIRE HYDRANT		
	PROPOSED SINGLE METER		
	PROPOSED DOUBLE METER		
	EXISTING METER		
	PROPOSED SSMH		
	EXISTING SSMH		
	FLOW ARROW		

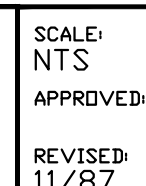
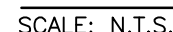
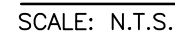
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PURPOSES
ONLY**



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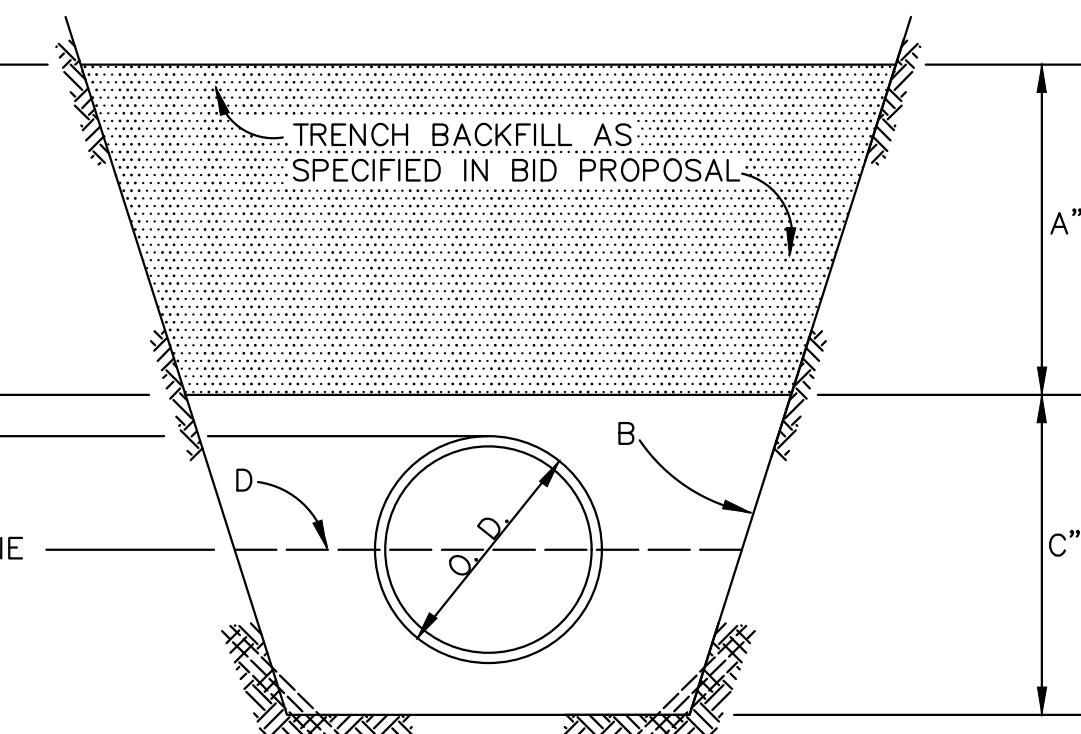
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DATE :	APRIL 2022
SCALE :	AS SHOWN

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SECTION:
60.06

DETAIL #
60-11

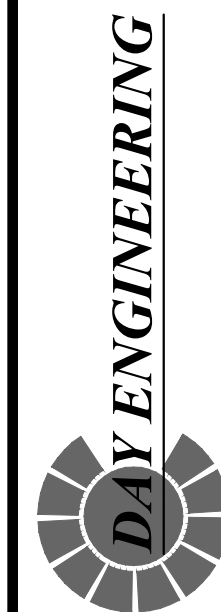
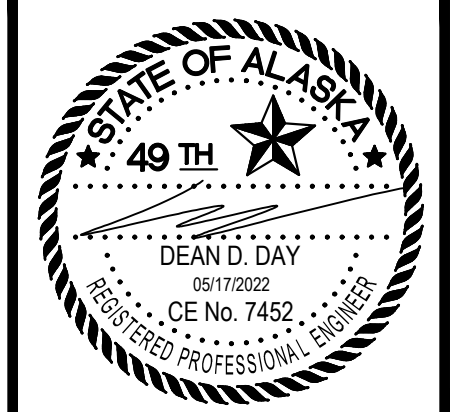


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APPROVED:
REVISED: 1/88

SECTION: 20.07
DETAIL # 20-11

TITLE

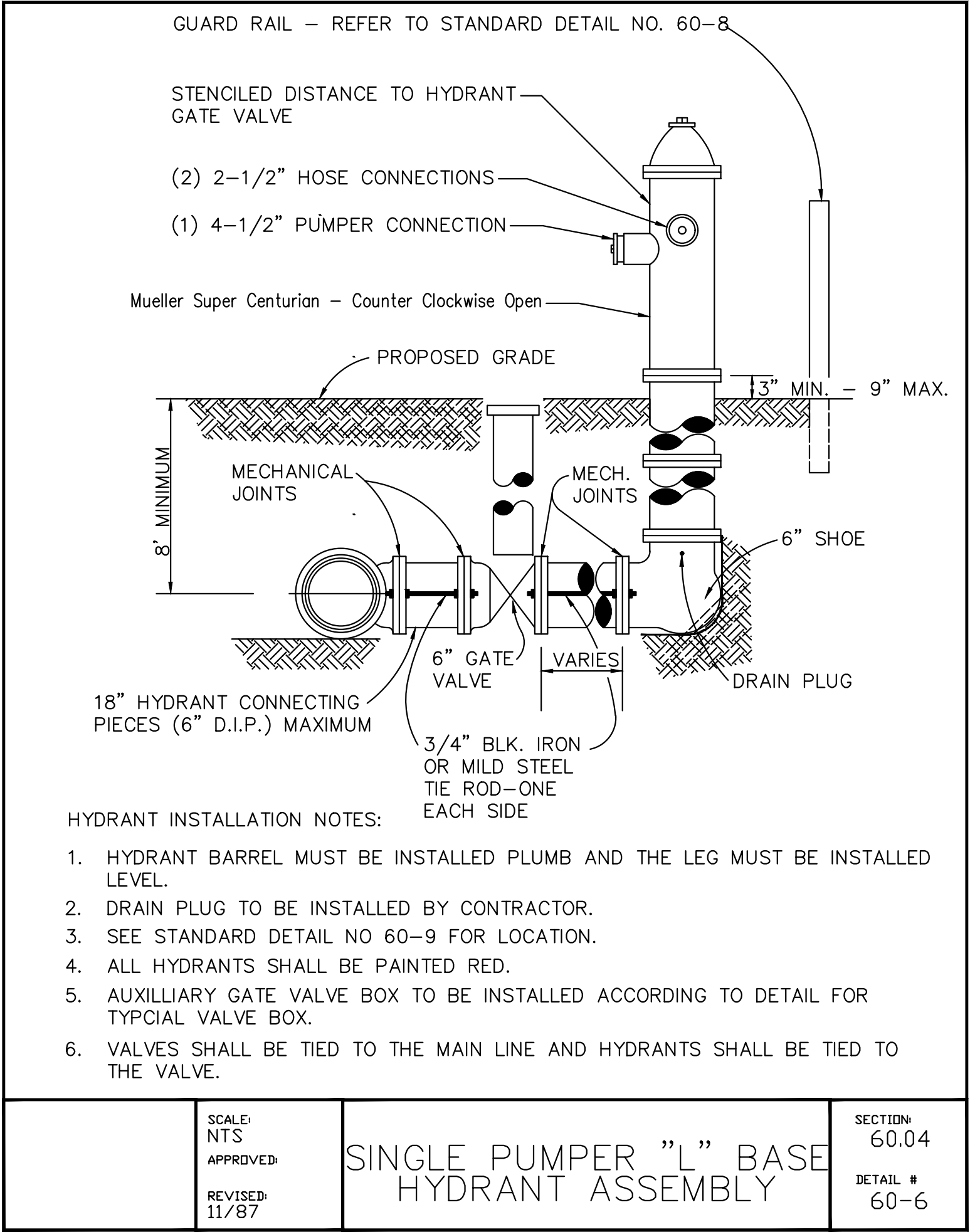
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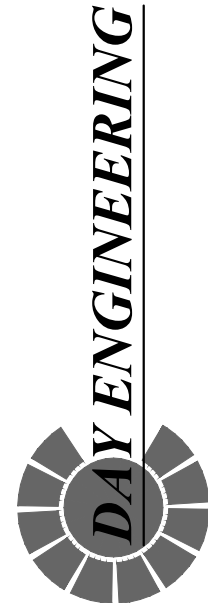
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SHEET **D1** OF 7

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BY : SLC
SHEETS 7
DATE : APRIL 2022
SCALE : AS SHOWN

GENERAL DETAILS

WATER MAIN REPLACEMENT
VALDEZ, ALASKA

TITLE

PROJECT

APPROV. REV. DATE BY REVISION

CITY OF VALDEZ ALASKA

WATER MAIN REPLACEMENT

MEALS TO RICHARDSON HIGHWAY

TECHNICAL SPECIFICATIONS

AN ADDITION TO THE CITY OF VALDEZ SECTION 60

MARCH 2022

SECTION 15100
AN ADDITION TO SECTION 60 OF THE CITY OF VALDEZ STANDARD
SPECIFICATIONS

HIGH DENSITY POLYETHYLENE (HDPE) PIPE, FITTINGS AND JOINING/FUSION

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This specification covers the material (pipe and fittings), joining methods and general installation practice for high density polyethylene pipe (HDPE) piping systems for water utility use as indicated on the Drawings.

1.02 SUBMITTALS

- A. Submit product data to the Engineer for review in accordance with the Section 01300 for all pipe, fittings, and appurtenances.
- B. Contractor shall also submit the following to the Engineer for approval:
 - 1. Certified dimensional as-built drawings/profile of all installed pipe, specials and fittings.
 - 2. Details of fittings and specials such as elbows, tees, outlets, connections, test bulkheads, nozzles or other special items where shown on the Construction Drawings. All connections to jointed gasketed pipe materials, valves or fire hydrants must be restrained and supported independently to withstand the pressure transients, soil settlement, and external loading conditions.
 - 3. The Supplier of the material shall submit, through the Contractor, a Certificate of Compliance that the HDPE pipe and fittings furnished for this project are FM approved materials that meet or exceed the standards set forth in this specification. The Contractor shall submit these certificates to the Engineer prior to installation of the pipe materials.
 - 4. Provide qualifications that personnel responsible for fusing the pipe have been properly trained and qualified per fusion equipment recommendations.
 - 5. Provide a statement from the manufacturer that the pipe resin used was selected for the climate in which the pipe will be used.
 - 6. Provide and conform to the manufacturer's weldability testing recommendations.
 - 7. Provide the fusion equipment QA/QC, certifications, maintenance, and calibration for fused joints.
- C. For items that do not meet all of the requirements of this specification, the bid/submittal shall include a written description of the deviations, along with data that show the magnitude and the justification for the deviation from the specification. The decision to accept material deviating from this specification shall be the responsibility of the specifying engineer and must be approved in writing.

1.03 REFERENCE DOCUMENTS AND STANDARDS

The standards and documents listed below may apply to the materials and practices in this specification. In the event of a conflict, the requirements of this specification prevail. Unless otherwise specified, references to documents shall mean the latest published edition of the referenced document in effect at the project bid date.

ANSI/AWWA

- ANSI/AWWA C901 Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm) for Water Service
- ANSI/AWWA C906 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) Through 63 In. (1,600 mm), for Water Distribution and Transmission
- ANSI/AWWA C651 Standard for Disinfecting Water Mains
- AWWA M55 Manual of Water Supply Practices, PE Pipe—Design and Installation
- **Plastics Pipe Institute, PPI**
 - PPI Handbook of Polyethylene Pipe – 2009 (2nd Edition)
 - PPI Municipal Advisory Board (MAB) Generic Electrofusion Procedure for Field Joining of 12 Inch and Smaller Polyethylene (PE) Pipe
 - PPI Material Handling Guide for HDPE Pipe and Fittings
 - PPI TR-33 Generic Butt Fusion Joining Procedure for Polyethylene Gas Pipe
 - PPI TR-34 Disinfection of Newly Constructed Polyethylene Water Mains
 - PPI TR-38 Bolt Torque for Polyethylene Flanged Joints
 - PPI TN-42 Recommended Minimum Training Guidelines for PE Pipe Butt Fusion Joining Operators for Municipal and Industrial Projects
 - PPI TR-46 Guidelines for Use of Mini-Horizontal Directional Drilling for Placement of High Density Polyethylene Pipe

ASTM

- ASTM F 585 Standard Guide for Insertion of Flexible Polyethylene Pipe Into Existing Sewers
- ASTM F 714 Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
- ASTM F 905 Standard Practice for Qualification of Polyethylene Saddle-Fused Joints
- ASTM F 1055 Standard Specification for Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene and Crosslinked Polyethylene (PEX) Pipe and
- ASTM F 1290 Standard Practice for Electrofusion Joining Polyolefin Pipe and Fittings
- ASTM F 1962 Standard Guide for Use of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe or Conduit under Obstacles, Including River Crossings
- ASTM F 2164 Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure
- ASTM F2206 Standard Specification for Fabricated Fittings of Butt-Fused Polyethylene (PE) Plastic Pipe, Fittings, Sheet Stock, Plate Stock, or Block Stock
- ASTM D 2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- ASTM F 2620 Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings
- ASTM D 2683 Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing
- ASTM D 2737 Standard Specification for Polyethylene (PE) Plastic Tubing
- ASTM D 2774 Standard Practice for Underground Installation of Thermoplastic Pressure Piping
- ASTM F 2880 Standard Specification for Lap-Joint Type Flange Adapters for Polyethylene Pressure Pipe in Nominal Pipe Sizes ¾ in. to 65 in.
- ASTM F 3124 Standard Practice for Data Recording the Procedure Used to Produce Heat Butt Fusion Joints
- ASTM D 3261 Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
- ASTM D 3035 Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter
- ASTM D 3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials

PART 2 – PRODUCTS

2.01 HIGH DENSITY POLYETHYLENE MATERIALS

A. Resin and Material Requirements

1. All material shall be manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D 3350 with a minimum cell classification of 445474C. HDPE pipe and fittings shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. HDPE products shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

B. HDPE Pipe

1. Pipe shall be made of HDPE material with a minimum material designation code of PE4710 and with a minimum Cell Classification as noted in 2.01.A. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black of not less than 2 percent. The manufacture of the HDPE resin shall certify the cell classification indicated.
2. Pipe sizes 3" and large shall have a manufacturing standard of ASTM F 714, while pipe smaller than 3" shall be manufactured to the dimensional requirements listed in ASTM D 3035. Dimension Ratio (DR) and Outside Diameter (IPS/DIPS) shall be as specified on plans.
3. Pipe shall meet AWWA C901 (1/2" to 3") or AWWA C906 (4" to 63") and shall be listed as meeting NSF-61.
4. When required by the owner, pipe shall be color coded for the intended service. The color coding shall be permanently co-extruded stripes on the pipe outside surface as part of the pipe's manufacturing process. Color coding shall be as follows:
 - a. Sewer – green
 - b. Water – blue
 - c. Reclaim – purple

C. HDPE Fittings

1. Butt Fusion Fittings- Fittings shall be made of HDPE material with a minimum material designation code of PE4710 and with a minimum Cell Classification as noted in 2.01.A. Fittings shall have a minimum pressure rating equal to or greater than the pipe to which they are joined unless otherwise specified on the plans or accepted by owner/engineer. All fittings shall meet the requirements of AWWA C901 or C906.
 - a. Molded fittings shall comply with the requirements of ASTM D 3261.
 - b. All fabricated elbows, tees, reducing tees and end caps shall be produced and meet the requirements of ASTM F 2206, as manufactured by ISCO Industries, Inc or other approved manufacturer holding an ISO 9001 quality system certificate. Each fitting will be marked per ASTM F 2206 section 10 including the nominal size and fitting EDR, which will meet or exceed the pipe DR identified for the project. Fabricated fittings shall be manufactured using a McElroy Data Logger to record fusion pressure and temperature and shall be stamped with unique joint number that corresponds to the joint report. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained for a minimum of 5 years as part of the quality control and will be available upon request of owner. Test results to validate ASTM F 2206 section 7.3 and 9 shall be provided to owner or owner's representative upon request.
 - c. Socket fittings shall meet ASTM D 2683.
2. Electrofusion Fittings - Fittings shall be made of HDPE material with a minimum material designation code of PE 4710 and with a minimum Cell Classification as noted in 2.01.A. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055. Fittings shall have a minimum pressure rating equal to or greater than the pipe to which they are joined unless otherwise specified on the plans. For potable water systems, all electrofusion fittings shall have AWWA approval.
3. Bolted Connections- Flanges and MJ Adapters shall be fused onto the pipe and have a minimum pressure rating equal to or greater than the pipe unless otherwise specified on the plans.
 - a. Metallic back-up rings (Van-Stone style lap joint flanges), shall have a radius on the inside diameter of the bore so as to be compatible with HDPE Flanges. Back up rings shall have bolt pattern that will mate with AWWA C207 Class D (generically known as 150-pound patterns).
 - b. Flange assemblies shall be assembled and torqued according to PPI TN-38, "Bolt Torque for Polyethylene Flanged Joints."
 - c. Where shown on the drawings, 4" and larger transitions to mechanical joint fittings and valves shall be accomplished using a MJ Adapter with kit. The D.I./HDPE mechanical joint adaptor shall consist of an HDPE mechanical joint transition fitting, rubber gasket, a mechanical joint backup drive ring, and Corten mechanical joint tee bolts.

- D. Mechanical Fittings: The use of mechanical coupling and saddles shall be approved by the owner or engineer prior to installation. Mechanical Fittings shall be designed for use and compatible with HDPE pipe, including SS stiffeners when required by manufacturer. Mechanical fittings shall have a pressure rating equal to or greater than the pipe.

E. Fusion Equipment Requirements

1. Butt fusion equipment must be in satisfactory working order and the hydraulic system must be leak free. Heater plates shall be free from scrapes, gouges, and have a consistent clean coated surface. The pressure gage and thermometer should be checked for accuracy. When requested by the owner, records showing a maintenance service/inspection within 3 months prior to use for this project shall be provided.
2. Rental Butt Fusion Equipment must be maintained by a McElroy Authorized Service and Repair Center with at least one McElroy Certified Master Mechanic on staff and inspected within 3 months prior to arrival at jobsite will be provided.
3. Electrofusion Processors shall be maintained and calibrated per manufacturer's requirements and recommendations.

F. Approved Suppliers

1. All Pipe, Fittings, and Fusion Equipment shall be provided by one supplier. Approved suppliers are ISCO Industries, Inc. or approved equal.

2.02 PIPELINE LOCATING MATERIALS

- A. Detectable Marker Tape- Plastic marker tape shall be 5 mil minimum thickness with a solid aluminum core of .35mil minimum thickness and a minimum width of 2". The background of the tape shall be colored based on pipe service with black lettering continuously printed. Marker tape shall have a minimum 35 lbs./inch tensile strength. The installation of the tape shall be at 18 inches below finish grade.
- B. Tracer Wire- All HDPE pipe 4" and greater shall be installed with an extra high-strength, copper clad steel tracer wire including 45 mil HDPE jacket that has a minimum average break load of at least 1150 lbs. The jacket shall be colored based on pipe service, with blue for potable water or green for sewer. Tracer wire gauge shall be 12 AWG, 10 AWG, or 8 AWG depending upon application and installation procedure. This wire shall be continuous and brought up in the valve boxes at the ends of each line segment with splices made only by methods per the equipment manufacturer's recommendation. All miscellaneous splicing components shall be furnished and installed by the Contractor.

PART 3 – EXECUTION

3.01 GENERAL

- A. All HDPE pipe and fittings shall be cut, joined, and installed in accordance with the manufacturer's recommendations. Joining, laying, and pulling of polyethylene pipe shall be accomplished by personnel experienced in working with polyethylene pipe systems.

3.02 TRANSPORTATION, UNLOADING, HANDLING, AND STORAGE

- A. The manufacturer shall package product in a manner designed to deliver the pipe and fittings to the project neatly, intact and without physical damage. During transportation each pipe shall rest on suitable pads, strips skids, or blocks securely wedged or tied in place.
- B. During loading, transportation, and unloading, every precaution should be taken to prevent damage to the pipe. The handling of the pipeline shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Cuts or gouges that reduce the wall thickness by more than 10% are not acceptable and must be cut out and discarded.
- C. Handle the pipe in accordance with the PPI Handbook of Polyethylene Pipe (2nd Edition), Chapter 2. All pipe and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe. All pipe and fittings shall be subjected to visual inspection at time of delivery and before they are lowered into the trench to be laid.
- D. Materials, if stored, shall be kept safe from damage and shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe shall not be stored close to heat sources. The contractor shall be responsible for all security, damage and loss of pipe, excluding Acts of God.
- E. The interior of the pipe as well as all sealing surfaces of mating components (i.e. flange faces) shall be kept free from dirt or foreign matter at all times. The open ends of all sections of joined and/or installed pipe (not in service) shall be plugged to prevent insects, animals, or foreign material from entering the pipeline or pipe section. The practice of stuffing cloth or paper in the open ends of the pipe will not be permitted. Use waterproof nightcaps to prevent the entrance of any type of natural precipitation into the carrier or containment pipe and will be secured to the pipe in such a manner that the wind cannot blow them loose. Where possible, the pipe shall be raised and supported at a suitable distance from the open end such that the open end will be below the level of the pipe at the point of support.

3.03 RECEIPT INSPECTION

- A. All pipe and fittings shall be subjected to visual inspection at time of delivery and before they are installed or lowered into the trench to be laid. Defective, damaged, or unsound pipe will be rejected. Cuts, punctures, or gouges that penetrate or reduce the wall thickness by 10% or more are not acceptable and must be removed and discarded.

3.04 FUSION AND JOINING

A. Fusion Joining Requirements:

1. All HDPE pipe shall be joined to itself by the heat fusion process which produces homogeneous, seal, leak tight joints. Tie-ins between sections of HDPE pipe shall be made by butt fusion whenever possible.
2. Butt Fusion: The pipe shall be joined by the butt fusion procedure outlined in ASTM F 2620 or PPI TR-33. A record or certificate of training for the fusion operator must be provided that documents training to the fundamentals of ASTM F 2620. Considerations should be given to and provisions made for adverse weather conditions, such as temperatures below freezing, precipitation, or wind, which is accepted by the owner/engineer.
3. Electrofusion: Electrofusion joining shall be done in accordance with the manufacturers recommended procedure. Other sources of electrofusion joining information are ASTM F 1290, PPI TN 34, and PPI Municipal Advisory Board (MAB) Generic Electrofusion Procedure for Field Joining of 12 Inch and Smaller Polyethylene (PE) Pipe. The electrofusion processor must be capable of reading and storing the input parameters and the fusion results for later download to a record file. Qualification of the fusion technician shall be demonstrated by evidence electrofusion training within the past year on the equipment to be utilized for this project.

B. Fusion Operators:

1. The employer of the fusion machine operator is responsible for the fusion joint quality of the fusion weld made by that individual. The employer is responsible for documenting all training and qualification records for that individual, including compliance to any code requirements for fusion/bonder operators.
2. All HDPE fusion equipment operators shall be qualified to the procedure used to perform pipe joining. Fusion equipment operators shall have current, formal training on all fusion equipment employed on the project. Training received more than two years prior to operation with no evidence of activity within the past 6 months shall not be considered current.
3. For Projects with at least 5,000 feet or with pipe larger than 24 inches, operators or their supervisor must have a current McElroy Fusion Training Certificate for the equipment to be used on the project

C. Butt Fusion Equipment:

1. For 6" and larger pipe sizes, the pipe butt fusion machine shall be a hydraulic fusion machine capable of butt fusing HDPE pipe. The carriage must be removable from the chassis for in-ditch use. The machine must be compatible with an electronic data recording device, McElroy Data Logger or equal. Accessories will include all butt fusion inserts for the specified range of pipe sizes, a pyrometer kit for checking the surface temperature of the heater, extension cord of appropriate gauge (25' minimum), and hydraulic extension hoses (minimum of four). The butt fusion machine will be McElroy, or approved equivalent.

3.05 INSTALLATION

A. Direct Burial

1. Buried HDPE pipe and fittings shall be installed in accordance with ASTM D 2321 or ASTM D 2774 for pressure systems and AWWA Manual of Water Supply Practices M55 Chapter 8. The Design Window identified in AWWA M55 Chapter 5 (page 65 of 2006 version) shall be considered acceptable design and installation conditions.
2. Unless required by the owner's engineer, no thrust blocks shall be placed in the HDPE pipe system since the fused system is fully restrained.

B. Trenchless or Pull-in Installation Methods

1. For Horizontal Directional Drilling (HDD), refer to ASTM F1962, PPI TR-46, PPI PE Handbook (Chapter 12) and www.PPIBoreAid.com. See Section XXXXX of this Specification.
2. For sliplining, refer to ASTM F585, PPI PE Handbook (Chapter 11) and www.HDPEapp.com. See Section XXXXX of this Specification.
3. For pipe bursting, refer to PPI PE Handbook (Chapter 16)

C. Appurtenances

1. All appurtenances (tees, elbows, services, valves, air relief valves, fire hydrants, etc.), must be independently supported and shall not rely on the pipeline and its connections for this support. Excessive stresses may be encountered when appurtenances are inadequately supported.
2. Hydrant Assemblies shall be installed and field tested according to the requirements of AWWA M17.
3. Installation of Tracer Wire. When tracer wire is required, the Contractor shall install along the entire section of pipeline per local and manufacturer's requirements. The tracer wire shall be installed simultaneously with the polyethylene piping system. Tracer wire shall be installed by the Contractor once backfill has been placed and compacted to at least 12 inches above the top of the pipe and not more than 18 inches above the top of the pipe. Tracer wire shall be properly spliced at each end connection and each service connection. Care should be taken to adequately wrap and protect wire at all splice locations. No bare tracer wire shall be accepted. Provide magnesium alloy anode for cathodic protection that conforms to the requirements of ASTM B843

3.06 FLUSHING, CLEANING, AND DISINFECTING

A. All mains shall be cleaned and flushed to remove all dirt, sand, debris and foreign matter.

B. Disinfection:

1. Cleaning and disinfecting of potable water systems shall be in accordance with AWWA C651 and AWWA M55 Chapter 9, and PPI Handbook of Polyethylene Pipe Chapter 2 (2nd Edition). The disinfection chemicals should be limited to less than 12% active chlorine. The duration of the disinfection should not exceed 24 hours. Chlorine tablets and powders are not permitted. Upon completion, the system should be thoroughly flushed with fresh water, and sampled to verify the disinfectant chlorine level has been reduced to potable drinking water concentrations in all service water tubing and branch lateral pipes.

3.07 TESTING AND LEAKAGE

- A. The contractor shall insure testing can be accomplished in a safe manner, including protection of personnel, equipment, and public in the event of a failure during testing. The contractor shall restrain pipe, components, and test equipment as required. All pumps, valves, temporary connections, meters, gauges and other measuring devices shall be furnished, installed and operated by the Contractor and all such equipment and devices and their installation shall be approved by the Owner's Engineer.
- B. The test pressure shall be 1.5 times the operating pressure, based on the lowest point in elevation in the test section.
- C. Test pressures require consideration of thermal conditions. Polyethylene piping materials are typically pressure rated at 73°F (23°C) and PE piping at temperatures greater than 80°F (26°C) require reduced test pressures. (Note that higher pipe temperatures should consider both ambient temperatures and radiant solar heating of exposed black HDPE pipe) Guidance for elevated temperatures can be found in the appendix of Chapter 3 (Material Properties) of the PPI Handbook of PE Pipe.
- D. Pressure Pipelines-Pressure testing shall be conducted in accordance with requirements and recommendations of ASTM F 2164 (Field Leak Testing of Polyethylene Pressure Piping Systems Using Hydrostatic Pressure), AWWA M55 Chapter 9, and PPI Handbook of Polyethylene Pipe Chapter 2 (2nd Edition). Pneumatic (compressed air) leakage testing of HDPE pressure piping is prohibited for safety reasons.
 - 1. The section of pipe to be tested shall be filled with potable or generally clean water approved by the Owner/Engineer. While the system is being filled with water, air shall be carefully and completely exhausted.
 - 2. If the Contractor elects to perform hydrostatic testing against valves in an existing distribution system, it does so at his own risk and will bear the cost of any damages to the existing valve, piping system, private or public property, or the new pipeline under test.
 - 3. The test procedure for HDPE pipe consists of two steps: 1) the initial phase or expansion phase and 2) the test phase. During the initial/expansion phase, sufficient make-up water shall be added hourly for 3 hours to return to the test pressure. During the test phase, the expansion phase pressure is reduced by 10 psi to test phase pressure and monitored for at least one hour (3 hours maximum).
 - 4. Under no circumstances shall the total time under test exceed eight (8) hours. If the test is not completed due to leakage, equipment failure or any other reason, depressurize the test section and permit the system to "relax" for eight (8) hours prior to the next testing sequence.
 - 5. In accordance with section 9.8 of ASTM F 2164, the pipe shall pass if the final pressure is within 5% of the test phase pressure for the testing period (3 hours maximum). If the test section fails this test, the Contractor shall repair or replace all defective materials and/or workmanship at no additional cost to the Owner.

END OF SECTION

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES**

**UTILITY PERMIT
(MAJOR)**

Approval

Recommended: Rex Young

Title: Regional Permit Officer

Date: May 2, 2022

Region: Northern

THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, under provisions of AS 19.25.010 and 19.25.020, grants a Utility Permit to **City of Valdez of PO Box 307, Valdez, AK 99686-** hereinafter called the PERMITTEE, permission to construct, install and thereafter perform routine maintenance, use and operate **8" IPS SDR11 HDPE pipe**, hereinafter called the FACILITY, located as follows: **State Public Facilities – M&O Station at Valdez / Richardson Highway at CDS mp 0.507** across, along or over property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions and in strict conformance with plans, specifications and special provisions attached hereto and made a part hereof, and not otherwise.

A. In accepting this Utility Permit for the Facility, the PERMITTEE agrees to comply with the provisions of AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210, and AS 35.10.230; the terms, requirements and regulations as set forth in 17 AAC 15 as authorized under Administrative Procedures Act, AS 44.62.010 - 44.62.650 and the applicable policies, directives and orders issued by the Commissioner of the Department.

B. The entire cost of routine maintenance operations of the FACILITY are to be paid for by the PERMITTEE, and said FACILITY shall comply with all applicable codes.

C. The PERMITTEE's construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT's right of way and/or public facility; or as hereinafter provided in the DEPARTMENT's Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property. Utility Permits expire if construction or installation of the facility has not started within one year after the date of approval, unless the applicant obtains an extension of time in writing from the department. 17AAC15.011(d).

D. The DEPARTMENT, in granting the Utility Permit, reserves the right to use, occupy and enjoy its property for a public transportation system and for public transportation purposes in such a manner and at such times as it deems necessary, the same as if this instrument had not been executed by the DEPARTMENT. If any such use by the DEPARTMENT shall at any time necessitate any change in location or manner of use of said FACILITY, or any part thereof, such change or alteration shall be made by the PERMITTEE according to the terms of one of the two clauses set out below as identified by a check mark before the applicable clause.

X (1) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualified under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).

 (2) The PERMITTEE shall promptly remove or relocate said FACILITY at no cost to the DEPARTMENT in accordance with the provisions of AS 02.15.104(c) (4) or (5), AS 19.25.020(c) (4) or (5), AS 35.10.220(c) (4) or (5).

 (3) The PERMITTEE is aware that FACILITIES permitted under this permit shall NOT be eligible for relocation benefits for the following reason:

 The FACILITY is located on the James Dalton Highway, CDS Route No 150000. (PERMITTEE's initials indicate acknowledgement.)

 The PERMITTEE has WAIVED relocation benefits. (PERMITTEE's initials indicate acknowledgement.)

E. On public property being utilized for right of way on highways originally established as, or converted to, controlled access highways, ingress and egress thereto for maintenance and operation of the FACILITY is limited to the locations as designated by the DEPARTMENT. However, the DEPARTMENT may allow the PERMITTEE ingress and egress whenever such is necessary to effect repairs and maintenance of the FACILITY and when no other access is available. If the DEPARTMENT determines such access is in conflict with the use of the controlled access highway, the FACILITY will be relocated.

F. The State of Alaska and the DEPARTMENT for the purpose of this Utility Permit, hereby disclaim any representation of implication to the PERMITTEE that the DEPARTMENT has any title in any property other than the interest conveyed to the DEPARTMENT for specific purposes as described by the instrument conveying the land to the DEPARTMENT.

G. The PERMITTEE by these presents accepts notice and agrees that any expenses or damages incurred by the PERMITTEE through the abandonment, removal, reconstruction or alteration of any public facility, or incurred by said PERMITTEE as a result of this disclaimer shall be borne by said PERMITTEE at no expense whatsoever to the DEPARTMENT or the State of Alaska.

H. The waiver or breach of any terms or conditions of this Utility Permit or Provisions of the Administrative Code, by the DEPARTMENT shall be limited to the act or acts constituting such breach, and shall never be construed as being continuing or a permanent waiver of any such term or condition, unless expressly agreed to in writing by the parties hereto, all of which shall remain in full force and affect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

I. Only the Commissioner of the DEPARTMENT or his delegate shall have the authority to waive any term or condition herein contained.

J. The PERMITTEE shall not assign or transfer any of the rights authorized by this Utility Permit except upon notification to and approval by the DEPARTMENT.

K. The PERMITTEE agrees to comply with all regulations concerning present and future use of the public property acquired, or reimbursed by Federal-Aid funds.

L. The PERMITTEE shall give the DEPARTMENT not less than ten (10) days prior written notice, unless otherwise agreed to by the parties hereto, of the PERMITTEE's intention to enter upon the DEPARTMENT's property for the purpose of major maintenance, reconstruction, altering or removal of the FACILITY, provided, however, that normal routine maintenance is excepted from this provision, and provided further, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, or to mitigate damage to private or public property, no prior notification to the DEPARTMENT will be required. The PERMITTEE shall notify the DEPARTMENT and the Alaska State Troopers, of the location of the emergency and extent of work required by the most expeditious means of communication as soon as reasonably possible to do so, and the PERMITTEE shall take such measures as are required to protect the health and safety of the traveling public or public facility users for the duration of such emergency operations.

M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's FACILITIES on DEPARTMENT rights of way or other permitted locations.

N. The PERMITTEE is subject to all previous Easements and Utility Permits and any damage to any other utility will be the PERMITTEE's responsibility.

O. The PERMITTEE agrees to be responsible for the compliance with all applicable Federal, State, and local laws, regulations, codes and ordinances.

P. The PERMITTEE agrees to be responsible for obtaining all other appropriate permits or letters of non-objection needed from Federal, State and local agencies, or conflicting lessees, property owners or utilities.

Q. The PERMITTEE may be required, within thirty (30) days after completion of any improvement placed upon or in the premises herein, deliver to the DEPARTMENT as-built drawings showing the location and construction specifications of said improvement.

R. This Utility Permit is issued under the provisions of applicable Alaska Statutes and Administrative Code, effective as of the date of execution of this instrument by the DEPARTMENT.

S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the attached:

1. Plans consisting of: **Attached Sheets**
2. Specifications consisting of: _____
3. Other: _____

which, by this reference, are made a part hereof, and in accordance with the applicable codes pertaining to the FACILITY, and not otherwise, unless prior written authorization is obtained from the DEPARTMENT to do so.

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Regional Utilities Engineer. The costs billed to the PERMITTEE will be the actual DEPARTMENT's costs incurred while performing the inspection and testing.

U. The PERMITTEE agrees by entering on the DEPARTMENT's property to indemnify the DEPARTMENT and its contractors of all costs tangible or intangible that would be the result of any delay in a construction project of the DEPARTMENT caused by work done under this permit.

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referred to in paragraph "S" above) which is calculated to be **711** linear feet at \$1.00 per foot = **\$511** (but not to exceed \$10,000) payable at the time the permit is executed by the DEPARTMENT unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

W. WARRANTY

1. The Permittee shall warrant the restoration / repair of the roadway and any areas of the right-of-way disturbed in conjunction with the installation of utilities described in the permit. During the warranty period, any damage, defect or failure to any element of the Department right of way, including but not limited to: roadway and embankment, fill slopes, ditches, backslopes, structures or underground utilities determined to be a result of work authorized by this permit shall be repaired by the Permittee.
2. The Warranty will remain in effect for a period of not less than two (2) years from the date of completion of the restoration after which it may be released by the Department.
3. During the warranty period, the Department will notify the Permittee of any damage, defect or failure as soon as it becomes known. The Permittee shall submit a proposal for Department review and approval for the restoration of the Department's facility. After Department review and approval, the Permittee shall remedy, and without cost to the Department, any and all defects. The Permittee shall notify the Department a minimum of three (3) business days before corrective work commences to facilitate Department inspection.
4. If the damage, defect or failure, in the judgment of the Department, is of such a nature as to demand immediate repair, the Department shall reserve the right to take corrective action and the cost thereof shall be borne by the Permittee.

X. RELEASE OF WARRANTY

1. The Department will perform an inspection before the end of the warranty period. The Permittee shall correct any defect in the restoration revealed by the warranty inspection.
2. Upon the Permittee's satisfactory performance of all its obligations under this Permit, the Department will execute a written statement acknowledging acceptance of the restoration and release of the warranty. Release of the warranty shall not release the Permittee of any other provision of the permit.

UTILITY PERMIT SPECIAL PROVISIONS

THE PERMITTEE PROMISES TO COMPLY WITH THESE SPECIAL PROVISIONS BY SIGNATURE ON THE PERMIT. IT IS THE PERMITTEE'S RESPONSIBILITY TO FAMILIARIZE ITS EMPLOYEES, AGENTS, AND/OR CONTRACTORS WITH THESE PROVISIONS, AND ENFORCE STRICT COMPLIANCE.

These Special Provisions refer to the publication "Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction" which is available for download from: <http://www.dot.alaska.gov/stwddes/dcsspecs/>

1.0 General and Administrative

- 1.1 The Permittee shall have a copy of this permit at the work site at all times.
- 1.2 The permit, together with these Special Provisions, shall take precedence over any additional plans, exhibits, attachments, and/or schedules should discrepancies appear.
- 1.3 All contact between the Department and the Permittee's Contractor shall be through a representative of the Permittee. If the Permittee chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the Department. Failure to comply with this provision is grounds for restricting any further work by the Permittee in the Department's Right of Way.
- 1.4 Any rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the Department. If the utility is sold to another utility or merges with another utility, the new utility shall inform the Department in writing within 30 days after the date of transaction.
- 1.5 Any request for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method, shall be submitted in writing to the Regional Utilities Engineer, Garrett Carter, 451-5400.
- 1.6 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the Permittee obtains an extension of time in writing from the Department.
- 1.7 The Permittee agrees to furnish the Department with a set of as built plans within sixty (60) days from the completion of the work covered by this Permit.
- 1.8 The Permittee agrees to provide design locates, at no cost to the Department upon request. Reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of underground facilities. Where utilities are attached to a bridge, the Permittee will attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility. Where there are no angle points or crossings, markers shall be placed at least every 1000'.
- 1.9 The Regional Utilities Engineer may assign inspectors in order to ensure compliance with the provisions of this Utility Permit. The inspector has the authority to suspend all work in the event of noncompliance.

- 1.10 The Permittee agrees to reimburse the Department for actual costs of inspections during construction and restoration of the Facility. Inspection activities will include on-site review of traffic control, highway crossings, and acceptable use and restoration of the Right of Way. Inspection may also include any testing required to verify conformance to the Department's standards, and responding to questions and/or complaints from the public or agencies. Actual direct and indirect charges shall provide the basis for billings, which include wages, benefits, per diem, travel and vehicle expenses, and lodging.

2.0 Coordination

- 2.1 The Permittee shall notify the Department's Regional Utility Permit Officer ten (10) days prior to beginning work on the Facility:

Northern Region
(907) 451-5409 or (907) 451-5123
dot.nr.util@alaska.gov (e-mail)
(907) 451-5411 (fax)

- 2.2 The Permittee shall coordinate all construction and maintenance work on the Facility with the Department's District Maintenance Superintendent.
- 2.3 The Permittee agrees to coordinate work in the Facility with other projects, both public and private, that may occur within the project limits covered by this permit. The Permittee agrees not to damage, interfere with or hinder the work being performed by other contractors.

3.0 Traffic Control

- 3.1 DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES THE PERMITTEE SHALL:

- 3.1.1 Obtain a Lane Closure Permit (LCP) from the Department prior to beginning any work in the right of way. A Lane Closure Permit is required for any work within the Department's Right of Way, even work which does not impact vehicular or pedestrian traffic. The application for LCP shall include a Traffic Control Plan, detailing the traffic control devices required and their placement. An on-line application is available at the following website: <https://www.dot.state.ak.us/row/Login.po>. To submit an application in person contact:

Northern Region
(907) 451- 5400 or
1-800-475-2464
(907) 451-5411 (fax)

- 3.1.2 Provide all traffic control required by the Lane Closure Permit including, but not limited to, permit fees, traffic control plan designs, traffic control devices, flagging operations, detours, and/or pilot car operation at his/hers own cost.
- 3.1.3 Provide traffic control and devices conforming to the latest edition of the Alaska Traffic Manual (available for download at the DOT&PF website www.dot.state.ak.us/stwddes/dcstraffic) while constructing the Facility and performing routine maintenance.

- 3.1.4 Have all traffic control devices required by Lane Closure Permit, including signs, barricade, and flagmen in place prior to beginning work within the Right of Way.
- 3.1.5 Remove or cover all temporary traffic control devices as soon as practical when they are not needed or when work on the Facility is suspended for short periods of time.
- 3.1.6 Maintain two-way traffic at all times unless one way traffic or a road closure is specifically allowed in the Lane Closure Permit. If a total road closure is allowed in the Lane Closure Permit, the time of individual closures may not exceed 20 minutes.
- 3.1.7 Provide and maintain safe and ADA accessible routes and detours for pedestrians and bicyclists through or around traffic control zones at all times as required by the Lane Closure Permit.
- 3.1.8 Be responsible for all liability resulting from their construction activities, including but not limited to traffic control and vehicular and pedestrian detours.
- 3.1.9 Immediately suspend work if the Department's inspection reveals defective Traffic Control procedures, and/or Traffic Control procedures not in compliance with the Lane Closure Permit. Work may resume after Traffic Control procedures are brought into compliance.
- 3.2 DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES THE PERMITTEE SHALL NOT:
 - 3.2.1 Affect normal vehicular or pedestrian traffic, or other normal use patterns without an approved Traffic Control Plan (TCP).
 - 3.2.2 Park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by Lane Closure Permit.
 - 3.2.3 Store equipment or materials within thirty feet (30') of the edge of travelled way when not in use, or when work on the Facility is not in progress.

4.0 **Drainage**

- 4.1 The Permittee shall maintain existing drainage patterns during construction of the Facility and restoration of the Right of Way unless otherwise agreed to by the Department.
- 4.2 The Permittee shall be responsible for all erosion control prior to final slope stabilization.
- 4.3 The Permittee shall notify the Department within 2 working days of drainage problems caused by the work under this Permit and will correct the problem as directed by the Department.
- 4.4 The Permittee shall replace all culverts damaged by work under this Permit. Damaged culverts shall be replaced with a new corrugated metal pipe culvert of the same or greater diameter, but not less than 18-inches. Culverts that are found undersized or damaged shall be restored to working condition or replaced by the Department at the Permittee's expense.

- 4.5 The Permittee shall provide an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) trained person with the authority to direct SWPPP work on site during all construction activities authorized by this permit. AK-CESCL supervisors must provide proof of current AK-CESCL certification upon request.

5.0 Right of Way Protection, Maintenance and Restoration

- 5.1 The Permittee shall cleanup within one day behind installation of the facility. The Permittee will not be allowed to trench or plow more than can be cleaned up the following day.
- 5.2 The Permittee or their contractor shall immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.
- 5.3 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. The Permittee shall repair damage to the pavement as a result equipment of operation as directed by the Department.
- 5.4 The Permittee or his contractor will be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a maintainable, neat and clean condition, satisfactory to the Maintenance Section of the Department of Transportation.
- 5.5 The Permittee shall dispose of cleared trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the Department's Right of Way. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way and a minimum of 30 feet from the travelled way. Cut trees and brush to a height of not more than 6-inches above the surrounding ground.
- 5.6 Upon completion of the work within the State Right of Way or State property, the Permittee shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition satisfactory to the Department of Transportation.
- 5.7 The Department shall not be held responsible for any damages to the Permittee's facilities resulting from routine ditch grading or general maintenance activities including sign post installations performed under the authority of the Department.
- 5.8 Access to DOT ROW shall be via existing driveways and accesses. The Permittee or contractors of the permittee shall NOT drive equipment off the highway to access off-highway sites. Temporary access points may be constructed with permissions granted by the Department of Transportation and Public Facilities Property Management Division, via the Lane Closure Permit process.
- 5.9 Permittee may apply for permanent driveways by following normal Department Driveway Permit procedures. Driveway permits may be applied for at the following web address: <http://www.dot.state.ak.us/stwddes/permits/index.shtml>
- 5.10 Work areas in which work will be suspended for 3 days or more must be restored and stabilized.

6.0 Excavation and Backfill

- 6.1 The Permittee shall backfill and compact all trenches within road prisms and pathways in 6-inch lifts or as accepted by the Department of Transportation inspector. The backfill shall be of suitable non-frost susceptible, non-organic material (0-6% passing No. 200 sieve). The road prism is defined to include the finished roadway surface and underlying structural layers out to, and including, any unpaved shoulders, curbs, and attached pathways.
- 6.2 The Permittee shall compact all trenches within or crossing road prisms and pathways at a minimum of 95% of the optimum density. All compaction tests shall be at the Permittee's expense.
- 6.3 The Permittee shall backfill all trenches, bore pits, and other excavations located outside road and pathway prisms with clean, non-organic, and compactable material meeting the requirements of Select Material, Type C, as defined in the Department's Standard Specifications for Highway Construction. Existing material is acceptable as backfill provided it meets the requirements of Select Material, Type C. All backfill in areas 10' beyond the edge of the road prism shall be compacted to existing undisturbed soil densities or better, and graded to blend with the existing ground surface. All costs associated with removal of unusable material and placement of import material is the responsibility of the Permittee.
- 6.4 The Permittee shall place the underground facility a minimum of 48-inches below the surface when in the State's road prism. The underground facility shall not be place in the shoulder of the road prism.
- 6.5 The Permittee shall place the underground facility a minimum of 48-inches below the bottom of the ditch, when in the ditch prism.
- 6.6 The Permittee shall place the facility a minimum of 36-inches below original ground when 10 feet outside the slope limits.
- 6.7 The Permittee shall place buried caution tape 18"-24" below the finished grade of the backfilled excavation.
- 6.8 Excavation/Drilling/Boring/Moling spoils shall not be piled for storage or abandoned within the Department's Right of Way. Spoils not placed during backfilling operations must be either removed from the site, or raked and graded to match existing ground profile. Drainage shall not be impeded by the placement of spoils.
- 6.9 Frozen material shall not be used as backfill.

7.0 Topsoil and Seeding

- 7.1 The Permittee shall replace and restore all vegetation disturbed. Unless otherwise required, re-vegetation shall consist of establishing seeded grass slopes over the disturbed ground. The Permittee shall use all means necessary to maintain and protect the disturbed slopes from erosion until the vegetation is established. Restoration of vegetation shall be in compliance with Section 618 of the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, latest edition; and the Interior Alaska Re-Vegetation and Erosion Control Guide (a publication of the Alaska Department of Natural Resources).
- 7.2 The Permittee shall replace any topsoil lost as a result of construction under this permit.

- 7.3 The Permittee shall re-grade all disturbed areas to blend with the existing ground surface and re-seed after completing backfill operations on the facility.

8.0 Additional Special Provisions

- 8.1 Submit electronic as-builts to the Department once installation of this line is complete. As-builts shall be in .pdf and .dwg or .shp format.

In consideration of the benefits accruing to the Permittee by reasons of the foregoing agreement, this permit is hereby accepted by the Permittee and the Permittee hereby agrees to comply with all of the terms, provisions, conditions, stipulations therein contained.

Dated this _____ day of _____, 20____.

THE COMPANY OR PERMITTEE

City of Valdez

By: _____ Title: _____

Attest: _____ Title: _____

ACKNOWLEDGEMENT OF COMPANY OR PERMITTEE

STATE OF ALASKA)
_____ JUDICIAL DISTRICT)

BE IT REMEMBERED that on this _____ day of _____,
20____, before me the undersigned, a Notary Public of the State of Alaska,
personally appeared

_____ and _____

both to me personally known and known to
me to be the identical individuals named in
and who executed the foregoing permit, and
acknowledged the said instrument to be the
free and voluntary act and deed of the above
named company for the uses and purposes
therein expressed and on oath stated that
they were authorized to execute said
instrument.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the seal of my
office the day and year first above written.

My Commission Expires: _____

A Notary Public

The State of Alaska, acting by and through its Department of
Transportation and Public Facilities has caused this Utility Permit to be
executed on the day and year herein acknowledged below.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Northern Region

By: _____

Title: Regional Utility Engineer
