



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, September 5, 2017

5:30 PM

Council Chambers

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#### Work Session (Municipal Code Revisions) & Regular Meeting

#### WORK SESSION AGENDA - 5:30 pm

*Transcribed minutes are not taken for Work Sessions. Audio is available upon request.*

1. [City Procurement Policies and Procedures](#)

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. PUBLIC APPEARANCES

##### V. PUBLIC BUSINESS FROM THE FLOOR

##### VI. NEW BUSINESS

1. [Approval of Contract Award to Harris Sand and Gravel, Inc. for the Valdez Glacier Stream Training Dike and Riprap Revetment Project in the Amount of \\$1,311,303. Reconsideration Requested By Council Member Smith.](#)
2. [Discussion Item: 2018 Energy Assistance Program](#)
3. [Approval of Purchase of MCC7500 Dispatch Console from Motorola Solutions in an Amount Not to Exceed \\$336,995](#)
4. [Discussion Item: 2018 Budget Topic: CSOs and Events](#)

##### IX. RESOLUTIONS

1. [#17-36 - Establishing Sublease Rates at the Valdez Pioneer Field Airport Terminal Building and Repealing Resolution No. 10-60 Formerly Naming Sublease Rates and Fees](#)

2. [Resolution #17-37 - Amending the 2017 City Budget by Reallocating \\$2,321,325 of Previously Appropriated Funds and Appropriating \\$257,577 from Audited 2016 Carry-Forward Funds, to Reflect Revised Revenue-Cap Estimates and Other Operational Changes](#)
3. [#17-38 - Authorizing the Purchase and Sale Agreement with Gavora Inc. for Lot 2, Addition #5, Sleepy Hollow Subdivision in the Amount of \\$975,000](#)
4. [#17-39 - Amending the FY17 City Budget by Accepting a Grant from the Alaska Division of Homeland Security and Emergency Management in the Amount of \\$11,800 and Increasing the Appropriation in the Emergency Preparedness Fund in the Amount of \\$11,800 for the Valdez Local Emergency Planning Committee](#)

#### X. REPORTS

1. [Mayor Report](#)

#### XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

#### XII. COUNCIL BUSINESS FROM THE FLOOR

#### XIII. ADJOURNMENT



## Agenda Statement

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**File #:** 17-0440      **Version:** 1

**Type:** Work Session Item      **Status:** Filed

**File created:** 9/1/2017      **In control:** City Council

**On agenda:** 9/5/2017      **Final action:** 9/5/2017

**Title:** City Procurement Policies and Procedures

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Chapter 2.80 Procurement Policy.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

Work Session - Procurement Discussion

**SUBMITTED BY:** Sheri Pierce, City Clerk

### **FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

[Click here to enter text.](#)

### **SUMMARY STATEMENT:**

The city council has requested a work session to discuss the city procurement process.

In early January administration formed a working group comprised of the City Manager, Finance Director, Capital Facilities Director, City Attorney and City Clerk to discuss the procurement process. Our goals were to review the procurement chapter in the municipal code, review contract forms and procedures and at the request of the Economic Development Commission we researched the amount of goods and services which the city "buys local". The working group has suggested amendments to the procurement code for submission to the council for discussion and the city attorney has been actively working with the Capital Facilities department on minor revisions to our contract forms.

At the work session we will guide the council through the contracting process for both construction projects and professional services including change orders. We will also present suggested revisions

to the procurement code for your consideration.

I have attached a copy of the current procurement code. At the work session I will project the suggested amendments to each section in a redline version.





## Agenda Statement

**File #:** 17-0414      **Version:** 1

**Type:** New Business      **Status:** Passed

**File created:** 8/5/2017      **In control:** City Council

**On agenda:** 9/5/2017      **Final action:** 9/5/2017

**Title:** Approval of Contract Award to Harris Sand and Gravel, Inc. for the Valdez Glacier Stream Training Dike and Riprap Revetment Project in the Amount of \$1,311,303. Reconsideration Requested By Council Member Smith.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Valdez Glacier Stream EWP](#)  
[Valdez Glacier Stream Training Dike and Riprap Revetment - Bid Summary.pdf](#)  
[Valdez Glacier Stream Training Dike and Riprap Revetment - Bid Package](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		
8/15/2017	1	City Council		

### **ITEM TITLE:**

Approval of Contract Award to Harris Sand and Gravel, Inc. for the Valdez Glacier Stream Training Dike and Riprap Revetment Project in the Amount of \$1,311,303. Reconsideration Requested By Council Member Smith.

**SUBMITTED BY:** Dean Day, Capital Facilities Director

### **FISCAL NOTES:**

Expenditure Required: \$1,311,303

Unencumbered Balance: 310-8060-49542 Emergency Watershed Protect.-\$1,340,250  
(Grant Funds)  
310-8065-58000 Watershed Match- \$535,185.20  
(City Funds)

Funding Source: 310-8060-49542 - \$916,697.25 (Grant Funds)  
310-8065-58000 - \$394,605.75 (City Funds)

### **RECOMMENDATION:**

Award contract to Harris Sand and Gravel, Inc. for the Valdez Glacier Stream Training Dike and Riprap Revetment in the amount of \$1,311,303.

## **SUMMARY STATEMENT:**

This project is partially funded and designed by federal Natural Resources Conservation Service (NRCS). The purpose of this funding and project design is to save the public radio transmitter that is on the west side of the Valdez Glacier Stream near the ocean. The project consists of building a large dike on the west side of the Glacier Stream from where the Glacier Stream intersects the ocean, to upstream about 2,000 feet.

There were two bidders, and the bids were very close. During the bid opening it was noted Harris Sand and Gravel did not total their bid items, and left the total bid amount blank. Harris Sand and Gravel's total bid was identified by City staff adding the bid item totals. Jim Psenak Construction LLC, the other bidder, sent a letter of protest to the City claiming that Harris's bid was incomplete, and stating Harris's bid should be rejected. We submitted the information to our attorney. The attorney has stated that the City can award the bid to the low bidder Harris Sand and Gravel since omitting the total did not change the bid. The omission of the total could be considered an irregularity that the City can waive. Per the attorney's advice, we recommend award of the project to the low bidder.

## **BACKGROUND:**

John Anderson, general manager of KCHU, contacted City Manager Dennis Ragsdale and Community Development staff to discuss the threat of the shifting Valdez Glacier Stream to the KCHU radio tower in August 2016. KCHU staff had contacted the executive director of Alaska Public Broadcasting Commission to pursue emergency response funding to no avail. Community Development staff and Public Works ground crew were alarmed at the proximity of the river to the guide wires supporting the tower.

As a result, Fire Chief George Keeney contacted the State EOC (emergency operations center) to inform them of the threat. The State EOC informed staff that KCHU is the primary and in many cases the only EAS (emergency action service) provider for Valdez and several surrounding communities including: Chenega, Tatitlek, Whittier, Cordova, McCarthy, Ellamar, and maritime operations in the Prince William Sound. The State Emergency Operations Center recommended the City of Valdez to contact the NRCS (National Resource Conservation Service) to determine if protection of the KCHU Radio tower would qualify for emergency protection funding through the EWP. The Emergency Watershed Protection Program is designed to help communities address watershed impairments that pose imminent threats to lives and property.

On August 25, 2016 the City sent a letter formally requesting assistance to the Natural Resource Conservation Society (NRCS) to help restore the undermined and unstable stream banks of the Valdez Glacier Stream along Copper Avenue.

On September 6, 2016 NRCS sent a surveying crew to Valdez to complete a Damage Survey Report to provide case-by-case investigation of the work necessary to protect the site. The Damage Survey Report was of no cost to the City, and there was no obligation for the city to commit to the project until a project proposal and cost estimate were provided.

At the end of September 2016, NRCS submitted a draft Emergency Watershed Protection Plan for the construction of a 1,975ft long training dike and riprap revetment along Copper Avenue.

The design for the dike was stable with a 14ft top width. At the request of the City and Mayor Ruth

Knight's Flood Task Force, the NRCS increased the top width to 24ft to accommodate vehicle traffic. The volume of earth fill necessary to create the extra width and the ingress/egress ramps must be paid solely by the City and is not cost-shared with EWP funding. The NRCS is specifically prohibited from using EWP funds to replace roadways.

Several issues with the design were discussed during Mayor Knights flood task force meetings. One was the land rights issue and the other was the location of one or two power poles that may need to be relocated during construction.

On October 19, 2016, staff provided City Council with a flood mitigation update report on the NRCS project. The report outlined a few issues with the NRCS design including the legal access to secure land rights and the need to relocate power poles. The report states that neither of these costs could be paid for with grant funding.

On March 9, 2017 the City of Valdez was approved for \$1,340,250 in funding under the Emergency Watershed Protection program.

On May 16, 2017 City Council passed Resolution #17-16 amending the 2017 City Budget by Approving the Notice and Grant Award Acceptance of #1,340,250 to the City of Valdez from the Emergency Watershed Protection Program for the Protection of the KCHU Radio Tower and adjacent infrastructure.

On May 16, 2017 City Council approved the purchase of blocks 58, 66, 87, and 68 Valdez Townsite from Valdez Land, Inc in the amount of \$160,000. The purpose of this land sale was to secure the needed land rights to build the NRCS dike.

On August 1, 2017 City Council approved the Operations and Maintenance Agreement with NRCS which included the operation and maintenance plan for the Valdez Glacier Stream Emergency Watershed Protection Project.

Once the operation and maintenance plan for the Valdez Glacier Stream Emergency Watershed Protection Project was approved, staff met with Copper Valley Electric Association (CVEA) to discuss relocating two power poles. CVEA estimated the cost to move the poles to be approximately \$39,311 and requested the city to provide a portion of the cost. The City Manager agreed to pay for half of the relocation costs out of unencumbered 2017 budget funds. The total cost share to the City for relocating the power poles is \$19,655.

On August 15, 2017 City Council declined to approve the contract award to Harris Sand and Gravel, Inc for the Valdez Glacier Stream Training Dike and Riprap Revetment Project by a 3-3 vote. This agenda item is being brought back for reconsideration at the request of Council Members Smith, Moulton, and Shirrell.



## Agenda Statement

**File #:** 17-0436 **Version:** 1  
**Type:** New Business **Status:** Filed  
**File created:** 8/20/2017 **In control:** City Council  
**On agenda:** 9/5/2017 **Final action:** 9/5/2017  
**Title:** Discussion Item: 2018 Energy Assistance Program  
**Sponsors:** City Council  
**Indexes:**  
**Code sections:**  
**Attachments:** [budget topic energy assistance.pdf](#)  
[AK Economic Trends - Cost of Living.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

Discussion Item: 2018 Energy Assistance Program

**SUBMITTED BY:** Brian Carlson, Finance Director

### **FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

Discussion only.

### **Y STATEMENT:**

Discussion addressing outstanding and/or ongoing budget topics.



## Agenda Statement

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**File #:** 17-0437      **Version:** 1

**Type:** New Business      **Status:** Passed

**File created:** 8/24/2017      **In control:** City Council

**On agenda:** 9/5/2017      **Final action:** 9/5/2017

**Title:** Approval of Purchase of MCC7500 Dispatch Console from Motorola Solutions in an Amount Not to Exceed \$336,995

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Valdez PD Proposal 8-11-17](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

Approval of Purchase of MCC7500 Dispatch Console from Motorola Solutions in an Amount Not to Exceed \$336,995

**SUBMITTED BY:** Bart Hinkle, Chief of Police

### **FISCAL NOTES:**

Expenditure Required: \$336,995  
Unencumbered Balance: \$63,005  
Funding Source: 350-0400-58000

### **RECOMMENDATION:**

Approve the purchase of the Motorola Solutions MCC7500 Dispatch system, thereby replacing the existing Motorola Solutions Centracom Gold Elite Dispatch system, in an amount not to exceed \$336,995.

### **SUMMARY STATEMENT:**

The existing Motorola Solutions Centracom Gold Elite Dispatch system was installed in 2004, with an estimated useful life of 12 years. Since that time, advances in technology has led to Motorola replacing Gold Elite Dispatch Systems with the Motorola Solutions MCC7500 Dispatch System. The current system, while still operable, is no longer supported by Motorola and the necessary components to fix issues/replace parts are no longer available. Additionally, the current system will ultimately -in the near future- lose functionality with ALMR (Alaska Land Mobile Radio). Valdez remains one of a handful of Dispatch Centers in the State of Alaska yet to convert to the MCC7500.

The Dispatch Console Update was originally budgeted for in 2016, at an amount of \$400,000. The

update did not happen during that time due to various space need studies and an existing uncertainty of where Valdez Dispatch was going to be located.

The attached proposal is sole sourced and based upon the master purchasing agreement executed by the Houston-Galveston Area Council of Governments ("H-GAC") and Motorola Solutions, Inc. for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment, Contract No. RA05-15, dated May 1, 2015.

Section 7 of the attached proposal breaks the overall price down as follows:

MCC7500 Dispatch Console Upgrade (after discounts): \$235,993

[Optional] Backup Control Station Replacement (after discounts): \$22,240

Furniture Option #1: Synergy 3 Full Lift Console (after discounts): \$68,990

Furniture Option #2: Mercury Dispatch Console (after discounts): \$68,232

(Optional) Console Operator Training: \$9,772



## Agenda Statement

**File #:** 17-0438      **Version:** 1

**Type:** Discussion Item      **Status:** Filed

**File created:** 8/29/2017      **In control:** City Council

**On agenda:** 9/5/2017      **Final action:** 9/5/2017

**Title:** Discussion Item: 2018 Budget Topic: CSOs and Events

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:** [budget topic CSOs and Events.pdf](#)  
[CSO Analysis.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

Discussion Item: 2018 Budget Topic: CSOs and Events

**SUBMITTED BY:** Brian Carlson, Finance Director

### **FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

### **RECOMMENDATION:**

Discussion only.

### **Y STATEMENT:**

This is the next in a series of budget topics for discussion among Council members. Any direction or consensus will be incorporated into the proposed 2018 budget in advance of the Council budget workshops.



## Agenda Statement

**File #:** RES 17-0036 **Version:** 1  
**Type:** Resolution **Status:** Failed  
**File created:** 8/14/2017 **In control:** City Council  
**On agenda:** 9/5/2017 **Final action:**  
**Title:** #17-36 - Establishing Sublease Rates at the Valdez Pioneer Field Airport Terminal Building and Repealing Resolution No. 10-60 Formerly Naming Sublease Rates and Fees  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Airport Draft Rate Resolution.pdf](#)  
[Airport Rental Rate Worksheet.pdf](#)  
[Airport Building Use.pdf](#)  
[Airport Rate Resolution 10-60.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

**ITEM TITLE:** #17-36 - Establishing Sublease Rates at the Valdez Pioneer Field Airport Terminal Building and Repealing Resolution No. 10-60 Formerly Naming Sublease Rates and Fees

**SUBMITTED BY:** Jenessa Ables, Port Operations Manager

### **FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A

### **RECOMMENDATION:**

Approve the recommendation to increase Rental Rates and Fees at the Valdez Pioneer Field Airport terminal building.

### **SUMMARY STATEMENT:**

*This item was unanimously approved by the Ports & Harbor Commission on August 21<sup>st</sup>, 2017.*

In 2010 City Council approved Resolution No. 10-60, increasing the Airport rental rate 5% per year for the 3-year period of 2011, 2012, and 2013. There has not been a rate increase since 2013. The Ports & Harbor Commission has continued to review the Airport rental rate each year and elected to hold rates due to ongoing construction projects, and most recently, City wide space use analysis and long-term planning efforts.



**Proposal:** *See attached Resolution*

Determining factors of recommended Airport rental rate increases:

- Proposed incremental increases remain within or above local per square foot rental range, non-competitive.
- Increased State of Alaska rental rate, effective September 1, 2017.
- Increased utility costs.
- Substantial upgrades completed at the Airport since last rate increase:  
Airport Roof Replacement

Airport Door Replacement

Airport ADA Restroom and Waterline Upgrades\*

Addition of free public wireless internet throughout terminal building\*\*

Addition of standard television service in waiting areas\*\*

Installation of upgraded Public Announcement System for aviation use tenants\*\*

*\*completion by December 2017*

*\*\*installation scheduled for September 2017*

**Other Notes:** We have typically tried to keep the rental rate at the Airport above the rental rates in town so the City is not competing against private enterprise. Although it is difficult to get building owners to share the information on their rental rates, the data we have collected shows in-town rates at \$1.60 - \$2.00/sq. ft. with one owner reporting a \$2.00 - \$2.50 range. The building across the street from the Airport has a rental rate of \$0.75 sq. ft., but is missing key communications and technology infrastructure and would require a sizeable investment for upgrades. It is also undetermined whether these rates include utilities and snow removal, which are included in the Sublease rate at the Airport.

**Timeline for Consideration:** The Federal Aviation Administration, a critical tenant of the Valdez Pioneer Field Airport, has suggested rates be approved prior to September 30, 2017. If this deadline is not met, the FAA will be required to issue a new Sublease with the City of Valdez rather than amending their current agreement. Reviewing and implementing a new federal lease agreement will cause the City to incur additional legal fees and staffing costs that could be reasonably avoided by adhering to the below timeline:

8/21/17: Ports & Harbor Commission Meeting, Recommendation of Approval

9/5/17: City Council Meeting, Resolution naming Airport Rates & Fees

9/8/17 - 9/29/17: Distribution for FAA and City signatures



## Agenda Statement

**File #:** RES 17-0037 **Version:** 1

**Type:** Resolution **Status:** Passed

**File created:** 8/18/2017 **In control:** City Council

**On agenda:** 9/5/2017 **Final action:** 9/5/2017

**Title:** Resolution #17-37 - Amending the 2017 City Budget by Reallocating \$2,321,325 of Previously Appropriated Funds and Appropriating \$257,577 from Audited 2016 Carry-Forward Funds, to Reflect Revised Revenue-Cap Estimates and Other Operational Changes

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:** [Budget Resolution.pdf](#)  
[Budget Resolution Attachment A.pdf](#)  
[Expense Carry-Forward.pdf](#)  
[Revenue Carry-Forward.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

Resolution #17-37 - Amending the 2017 City Budget by Reallocating \$2,321,325 of Previously Appropriated Funds and Appropriating \$257,577 from Audited 2016 Carry-Forward Funds, to Reflect Revised Revenue-Cap Estimates and Other Operational Changes

**SUBMITTED BY:** Brian Carlson, Finance Director

### **FISCAL NOTES:**

Expenditure Required: \$257,577  
Unencumbered Balance: \$4,648,449  
Funding Source: General Fund Balance; 2016 Carry-Forward

### **RECOMMENDATION:**

### **Y STATEMENT:**

This proposed budget revision transfers appropriations among numerous departments and funds, and includes new appropriations totaling \$246K. Details and explanatory notes are provided in ***Attachment A***, and are summarized as follows:

- Re-allocation \$2.26MM previously appropriated from General Fund to Debt Service fund, reflecting anticipated “over-cap” revenue. Revised estimates suggest that the City will not have such revenues.

- Allocation of \$61,325 of funds appropriated for flood mitigation work to specific flood-related projects.
- Proposed \$246,145 in additional appropriations for other operations.
- Inter-fund transfers in (revenue) and out (expense), as the bookkeeping mechanism to move appropriations between different funds.



## Agenda Statement

**File #:** RES 17-0038 **Version:** 1  
**Type:** Resolution **Status:** Passed  
**File created:** 8/25/2017 **In control:** City Council  
**On agenda:** 9/5/2017 **Final action:** 9/5/2017  
**Title:** #17-38 - Authorizing the Purchase and Sale Agreement with Gavora Inc. for Lot 2, Addition #5, Sleepy Hollow Subdivision in the Amount of \$975,000  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [17-38 Authorizing the Purchase of Gavora Property.pdf](#)  
[PSA Gavora Property 2017-08-22 Seller Signed.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

#17-38 - Authorizing the Purchase and Sale Agreement with Gavora Inc. for Lot 2, Addition #5, Sleepy Hollow Subdivision in the Amount of \$975,000

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

### **FISCAL NOTES:**

Expenditure Required: \$975,000

Unencumbered Balance: Approx. 1.8 Million

Funding Source: Reserve: Land Development/Snow Lot Act# 350-8000-55000.580

### **RECOMMENDATION:**

[Click here to enter text.](#)

### **SUMMARY STATEMENT:**

At the regular city council meeting on July 5<sup>th</sup> the city council authorized the city manager to negotiate a purchase and sales agreement with Gavora, Inc. for a 14.96 acre parcel land described at Lot 2, Addition #5, Sleepy Hollow Subdivision in an amount not to exceed 1 million dollars.

Following negotiations, Gavora Inc. and the city manager agreed on a purchase price of \$975,000.00 for the land. The city attorney entered into discussions with Gavora Inc. to develop a purchase and sales agreement. The attached agreement has been fully executed by Gavora Inc. and is pending final approval by resolution of the city council authorizing the purchase and sale agreement.

Whereas the purchase and sale agreement is a standard legal document between the buyer and seller, the resolution is the vehicle that should be used by council to establish specific conditions

associated with the future development or use of the property.

The city council has determined that the primary use of this property will be to construct a new fire station to replace the fire station located at city hall. There has been discussion by council about the need to establish a development plan for the remaining property not used for the new fire station. Some council members have expressed a specific desire to subdivide the remaining parcel of land and offer it for sale to the public.

As written, the resolution makes the specific statement that a portion of the land will be dedicated to the construction of a new fire station and makes a broad statement that the council will establish a future development plan for the remaining parcel of land. The council may amend the resolution to include specific conditions or establish timelines for development.



## Agenda Statement

**File #:** RES 17-0039 **Version:** 1  
**Type:** Resolution **Status:** Passed  
**File created:** 8/31/2017 **In control:** City Council  
**On agenda:** 9/5/2017 **Final action:** 9/5/2017  
**Title:** #17-39 - Amending the FY17 City Budget by Accepting a Grant from the Alaska Division of Homeland Security and Emergency Management in the Amount of \$11,800 and Increasing the Appropriation in the Emergency Preparedness Fund in the Amount of \$11,800 for the Valdez Local Emergency Planning Committee

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [17-39 Accepting Grant LEPC.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

### **ITEM TITLE:**

#17-39 - Amending the FY17 City Budget by Accepting a Grant from the Alaska Division of Homeland Security and Emergency Management in the Amount of \$11,800 and Increasing the Appropriation in the Emergency Preparedness Fund in the Amount of \$11,800 for the Valdez Local Emergency Planning Committee

**SUBMITTED BY:** Sheri Pierce, City Clerk, MMC

### **FISCAL NOTES:**

Expenditure Required: \$11,800

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: 350-3550-49515 - Emergency Preparedness Department

### **RECOMMENDATION:**

Accept grant from ADHS&EM for the purpose of funding the Valdez Local Emergency Planning Committee (LEPC).

### **SUMMARY STATEMENT:**

The Valdez LEPC meets monthly to review current and future events in the community. The committee identifies and assists in development of plans associated with emergency events.

The LEPC also reviews and hold copies of SARA Title 3 hazardous chemicals that are reported to the State of Alaska Department of Environmental Commissions (ADEC), local fire departments and the

local LEPC.

These grant funds provided pay for the senior administrative assistant hired by the Valdez LEPC and approved by the State (AK State DHS&EM). The senior administrative assistant records minutes for LEPC meetings, compiles and drafts LEPC minutes and agendas, and represents the Valdez LEPC at various community meetings. All SARA Title 3 reports are held for review by the public at large.

The Valdez LEPC currently has over thirty members and represents a wide array of community agencies and organizations. Membership reviews all local emergency operation plans and provides guidance and reporting criteria.



## Agenda Statement

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**File #:** 17-0439      **Version:** 1

**Type:** Report      **Status:** Filed

**File created:** 9/1/2017      **In control:** City Council

**On agenda:** 9/5/2017      **Final action:** 9/5/2017

**Title:** Mayor Report

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Mayors Report September 5.pdf](#)

Date	Ver.	Action By	Action	Result
9/5/2017	1	City Council		

**ITEM TITLE:**

Mayor Report

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

**RECOMMENDATION:**

Read and file.

**SUMMARY STATEMENT:**

Mayor Knight has submitted the attached report.



## **Chapter 2.80**

### **PROCUREMENT POLICY**

Sections:

- 2.80.010 Purpose.
- 2.80.020 Definitions.
- 2.80.030 Manner of making procurements generally.
- 2.80.040 Approval of city council required—Procurements.
- 2.80.045 Emergency procurements.
- 2.80.050 Approval of city council required—Change orders.
- 2.80.060 Competitive procurement procedure.
- 2.80.070 Open market purchases/procurements.
- 2.80.075 Professional services.
- 2.80.080 Contractor bonding requirements.
- 2.80.090 Award of contract for competitively bid procurements.

#### **2.80.010 Purpose.**

The purpose of this chapter is to:

- A. Establish consistent procurement principles for all agencies of the city;
- B. Maximize to the fullest extent practicable the purchasing value of city funds;
- C. Clearly define authority for the purchasing function within the city organization; and
- D. Encourage local industry, strengthen and stabilize the economy, decrease unemployment, and strengthen the tax and revenue base of the city. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); Ord. 93-19 § 1; prior code § 20-1)

#### **2.80.020 Definitions.**

As used in this chapter:

“Architectural and engineering services” means those professional services within the scope of the practice of architecture, engineering or land surveying, as defined by the law of the state.

“Bid” means any response to a public solicitation for the purpose of acquiring goods or services that provides an opportunity for qualified vendors to compete, either monetarily or based on other predetermined criteria.

“Construction” means the on-site erection, alteration, extension, repair, improvement or demolition of any public structure, building, facility, road or highway, or other improvements of any kind to any public real property. This includes painting and redecorating of structures, buildings or real property, but does not include routine operation, minor repair or maintenance of existing buildings, improvements, or roads and highways which are recurring services normally performed in connection with the ownership, occupancy or use of the building or improvements.

“Contract” means all types of city agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, professional services or construction.

“Contract amendment” means any change or modification in the terms of a contract accomplished by agreement of the parties, including change orders.

“Contractor” means the person or firm who has entered into a binding contract or agreement with the city to provide supplies, services, professional services, construction or disposal of surplus supplies.

“Contractual services” means services performed for the city by persons not in the employment of the city and may include the use of equipment or the furnishing of commodities in connection with such services under express or implied contract. Contractual services shall include travel; freight; express; parcel post; postage; telephone;

telegraph; utilities; rents; printing and binding; repairs; alterations and maintenance of buildings, equipment, streets, bridges and other physical facilities of the city; and other services performed for the city by persons not in the employment of the city.

“Crisis” means an unanticipated event or set of circumstances that requires immediate action to avoid threats to life or property or to avoid an immediate, significant liability to the city.

“Local bidder” means a business who:

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

“Person” means an individual, group of individuals, business, nonbusiness association, other governmental entity, or advisory board created by the city.

“Procurement” means buying, purchasing, renting, leasing or otherwise acquiring supplies, services, professional services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

“Professional services” means all advisory, consulting, technical, research or other services, such as architectural, engineering, land surveying, legal and financial, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise or training gained by formal studies or experience.

“Supplies” means any tangible personal property or consumables. (Ord. 12-09 § 1 (part): Ord. 10-04 § 1 (part): Ord. 09-05 § 1 (part): Ord. 93-19 § 2; prior code § 20-2)

#### **2.80.030 Manner of making procurements generally.**

A. The procurement of all supplies, materials, equipment and contractual services for the offices, departments and agencies of the city government shall be made by the city manager or by other personnel in accordance with purchase authorizations issued by the city manager.

B. All provisions of this chapter are subject to, and subordinate to, procurement requirements of the state or federal government when state or federal grant revenues are used. (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part): prior code § 20-3)

#### **2.80.040 Approval of city council required—Procurements.**

Every contract for, or procurement of, budgeted supplies, materials, equipment or contractual services for more than forty thousand dollars shall require the approval of the city council. (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part): prior code § 20-4)

#### **2.80.045 Emergency procurements.**

The provisions of this chapter may be waived during times of emergency or disaster when operating under a declaration of emergency issued by the mayor. The city manager or authorized successor shall have the responsibility to protect the interest of the city consistent with prudent and appropriate emergency responses. All provisions of this chapter waived while operating under a declaration of emergency shall be reported to the city council as soon as practicable. (Ord. 12-09 § 1 (part): Ord. 09-05 § 1 (part))

**2.80.050 Approval of city council required—Change orders.**

A. Change orders in existing city contracts shall require the approval of the city council when the change order:

1. Increases the contract amount by forty thousand dollars or more.

B. The council shall be advised at its next regular meeting of all modifications or change orders in excess of fifteen thousand dollars or twenty-five percent of the price specified in the contract which do not require council approval and which were made by the city.

C. Modifications and change orders shall not be arbitrarily divided into smaller amounts to avoid council approval thereof.

D. Notwithstanding any of the foregoing provisions of this section, the city may make modifications or change orders in any city contract without council approval where in the judgment of the city manager a crisis as defined in Section 2.80.020 exists which requires immediate action to remedy and where there is insufficient time or it is impractical to obtain council approval. Such crisis modifications or change orders shall be presented to the council no later than its next regular meeting. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); Ord. 03-02 § 1; Ord. 99-18 § 1; prior code § 20-4.1)

**2.80.060 Competitive procurement procedure.**

A. Before the procurement of, or contract for, supplies, materials, equipment or contractual services in an amount of forty thousand dollars or less is made, except as otherwise provided in this chapter, the city procurement authority shall attempt to submit to at least three persons dealing in and able to supply the same a request for quotation (or invitation to bid) and specifications to give them opportunity to bid. In the event that three suppliers cannot reasonably be found, fewer may be used when it is deemed to be in the best interest of the city.

B. For procurement of, or contract for, supplies, materials, equipment or contractual services in an amount greater than forty thousand dollars, an invitation to bid will be published in a newspaper of general circulation within the city. Requests for bids, quotations, qualifications, and/or proposals shall be made both inside and outside the city when this may be necessary to create competitive conditions, or when a savings can be made for the city. The city may repeatedly reject all solicitations, and again may submit to the same or other persons the request for solicitation, or again publish notice of the proposed purchase.

C. The city shall procure from the supplier or contractor whose offer is most advantageous to the city. This determination does not have to only consider price, but may also account for quality, date of delivery, or any other factor(s) deemed relevant by the city manager to the particular procurement.

D. Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

E. Procurement of, or contract for, supplies, materials, equipment, contractual services, or capital projects that could be subject to potential future grant reimbursements may be restricted to the procurement requirements of such grants as understood at the time of procurement. (Ord. 14-01 § 1; Ord. 12-09 § 1 (part); Ord. 10-04 § 1 (part); Ord. 09-05 § 1 (part); Ord. 05-04 § 1; Ord. 93-19 § 3; prior code § 20-5)

**2.80.070 Open market purchases/procurements.**

The following may be purchased without competitive bidding:

A. Supplies, materials, equipment or contractual services when combined cost does not exceed five thousand dollars in a single transaction;

B. Supplies, materials, equipment or contractual services which can only be furnished by a single dealer, or which has a uniform price wherever bought;

C. Supplies, materials, equipment or contractual services procured from another unit of government at a price deemed below that obtainable from private dealers, including war surplus;

D. Contractual services procured from a public utility corporation at a price or rate determined by state or other government authority;

E. Contractual services of a professional nature, such as medical services, or insurance policies whose nature demands immediate action;

F. Supplies, materials or equipment which cannot be procured locally and which can be procured from a source selected by another unit of government within the state pursuant to competitive bidding procedures to provide the same or similar supplies, materials or equipment if:

1. The award was made by the governmental unit within the past six months; and
2. The item(s) can be procured at the same price plus additional freight or delivery charges if applicable;

G. The local supplier preference set forth in Section 2.80.060(C) may be applied by the city to purchases made under this section;

H. Professional services. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); Ord. 96-03 § 1; prior code § 20-6)

**2.80.075 Professional services.**

A. Due to the nature of professional services, it is in the best interest of the city to use a qualitative selection process when in need of these services.

1. For professional services estimated by the city manager to be one hundred thousand dollars or less, direct solicitation of contractors or consultants may be made from a roster maintained by the city, or to such other vendors who may be known to the city as possessing the required expertise. These solicitations will seek to evaluate the qualifications, experience, and availability of particular vendors. When more than one vendor is considered, the city manager will appoint a selection panel to evaluate the potential vendors and offer a recommendation for selection.

2. For professional services estimated by the city manager to be more than one hundred thousand dollars, a formal request for proposals will be solicited. Public notice of requests for proposals will be given in accordance with the same procedures used to advertise competitive bids. The city manager will develop and publish qualitative selection criteria for evaluating all proposals received.

B. The provisions of Sections 2.80.040 and 2.80.050 apply to all professional services contracts. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part))

**2.80.080 Contractor bonding requirements.**

A. Before a contract exceeding one hundred thousand dollars for the construction, alteration, or repair of a public building or public work is awarded to a general or specialty contractor, the contractor shall furnish to the city 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 one million dollars, 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 one million dollars and not more than five million dollars, the payment bond shall be in a sum of forty 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 five million dollars, the payment bond shall be in the sum of two million five hundred thousand dollars.

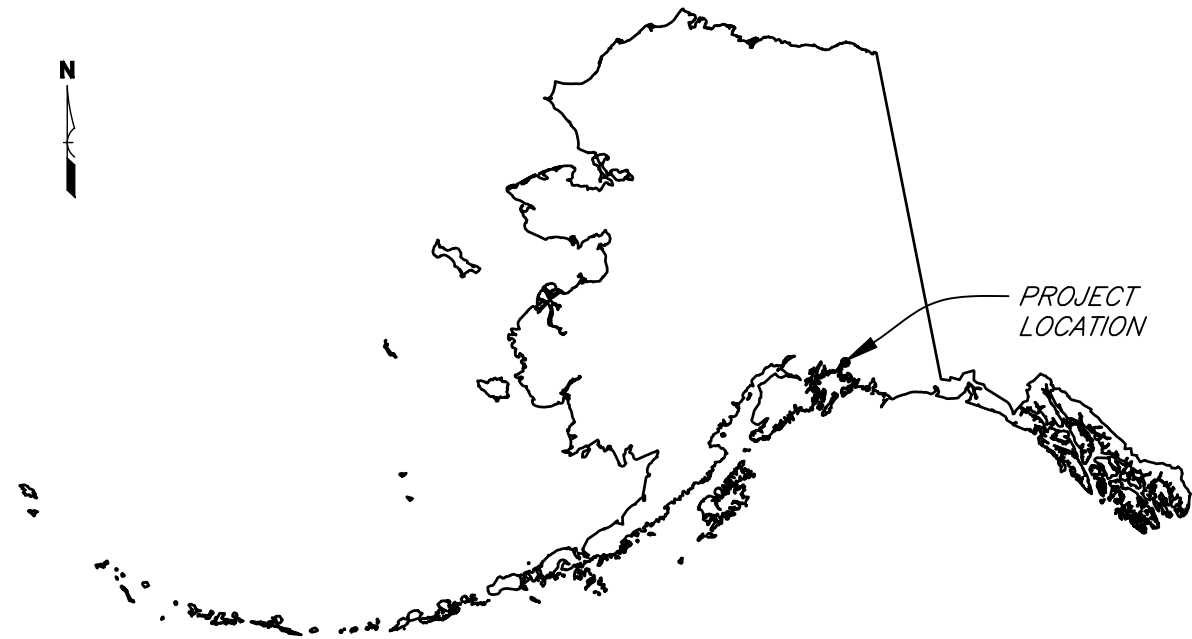
B. The city hereby exercises its option to exempt contractors from compliance with the provisions of subsection A of this section and AS 36.25.010(a) if the estimated cost of the project does not exceed four hundred thousand dollars and:

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 twenty percent of the amount of the contract for which the bid is submitted;
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 subsection (B)(3) of this section by more than seven times. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); prior code § 20-7)

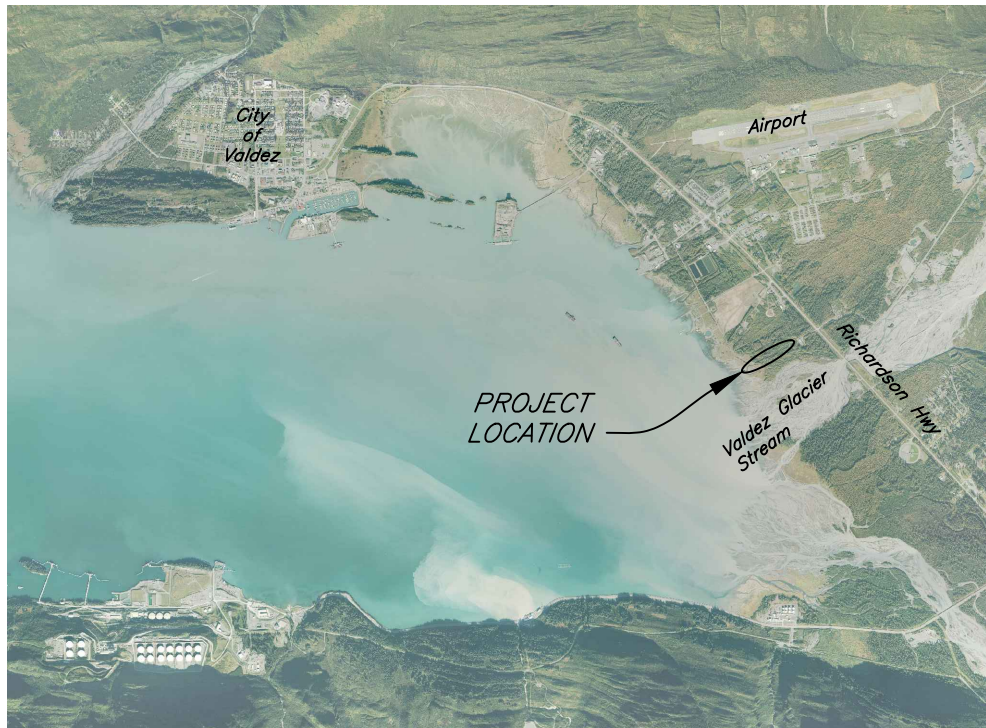
**2.80.090 Award of contract for competitively bid procurements.**

Contracts awarded through a competitive bid process shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder,” in addition to price, there shall be considered:

- A. The ability, capacity and skill of the bidder to perform the contract;
- B. Whether the bidder can perform the contract within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- D. The quality of performance by the bidder of previous contracts;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract;
- G. The number and scope of conditions attached to the bid. (Ord. 12-09 § 1 (part); Ord. 09-05 § 1 (part); Ord. 05-04 § 2; Ord. 93-19 §§ 4, 5; prior code § 20-8)



ALASKA  
LOCATION MAP  
Not To Scale



VICINITY MAP  
Not To Scale

# VALDEZ GLACIER STREAM EMERGENCY WATERSHED PROJECT VALDEZ, ALASKA

## PLANS FOR THE CONSTRUCTION OF TRAINING DIKE AND RIPRAP REVETMENT

PREPARED FOR THE CITY OF VALDEZ  
BY



### INDEX OF DRAWINGS

SHEET	TITLE
1	COVER SHEET
2	LOCATION MAP
3	PLAN PROFILE – STA 1+00 TO 7+00
4	PLAN PROFILE – STA 7+00 TO 13+00
5	PLAN PROFILE – STA 13+00 TO 19+00
6	PLAN PROFILE – STA 19+00 TO 22+25
7	TYPICAL CROSS SECTIONS
8	TYPICAL CROSS SECTIONS

### GENERAL NOTES

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



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

COVER SHEET  
VALDEZ GLACIER STREAM EWP  
STREAMBANK EROSION  
CITY OF VALDEZ



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





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

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

\* See Plan Profile drawings for alignment segment numbers



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

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

United States  
Department of  
Agriculture

Natural Resources  
Conservation Service

LOCATION MAP

VALDEZ GLACIER STREAM EWP

STREAMBANK EROSION

CITY OF VALDEZ

ALASKA

Designed  
L. STEINKE

Drawn  
B. DALLAS

Checked  
B. NELSON

Approved

Date

09/2016

09/2016

10/2019

File Name

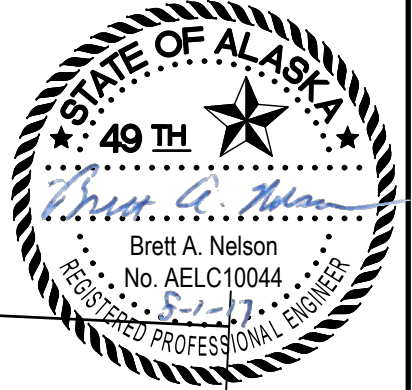
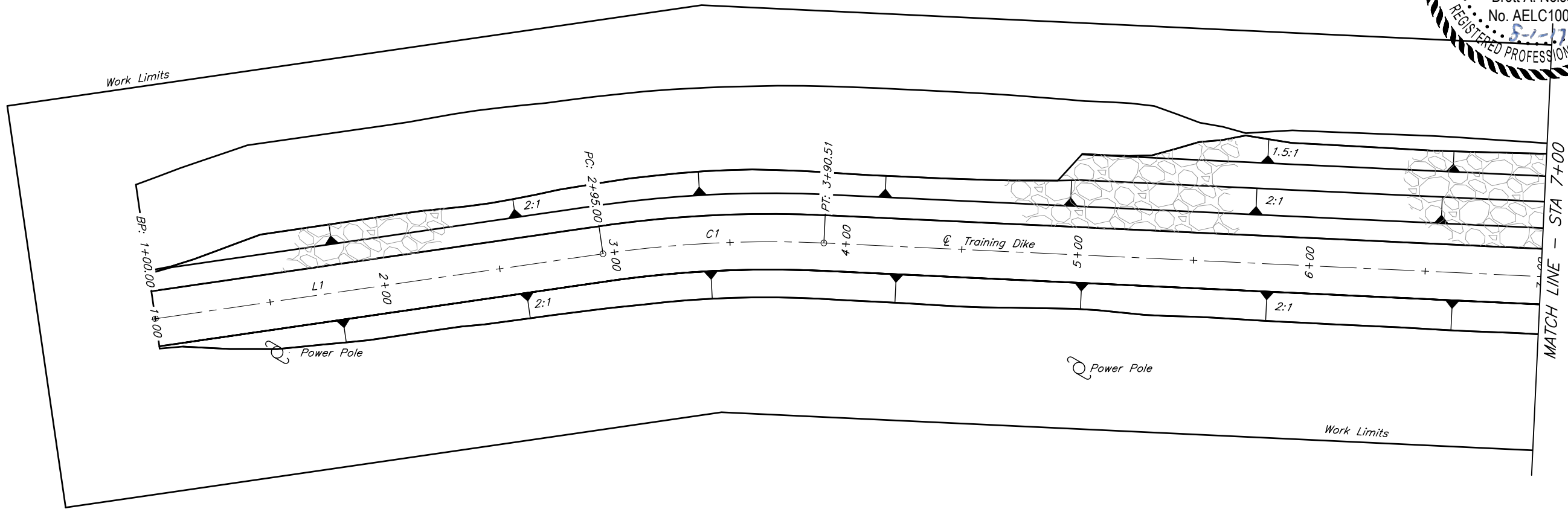
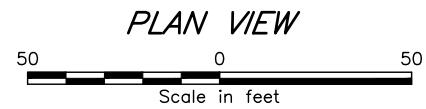
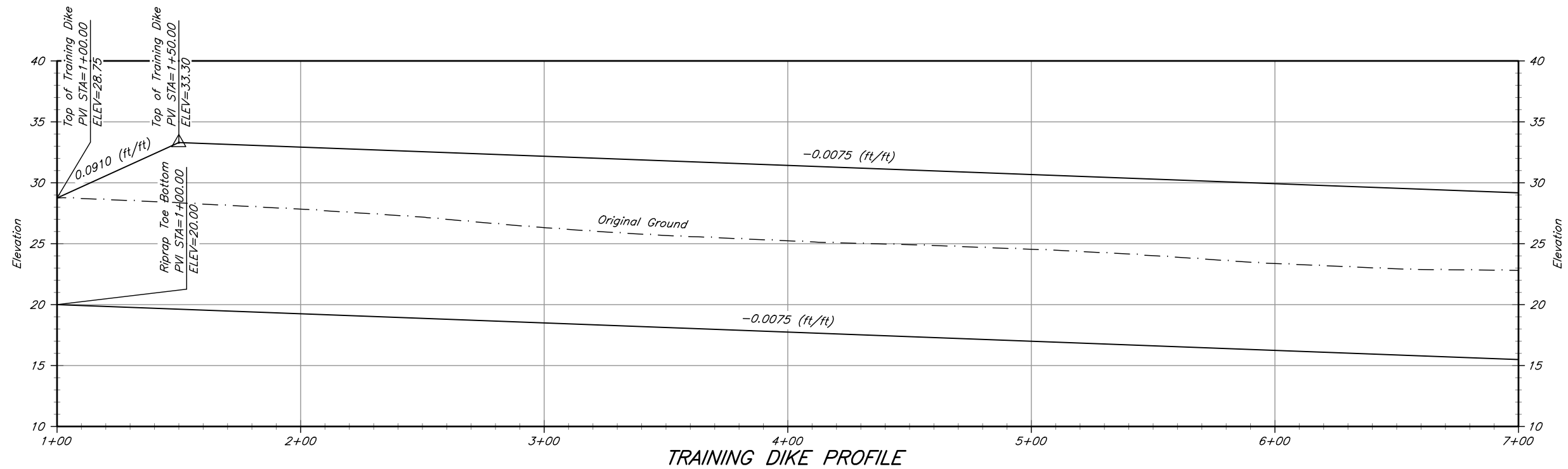
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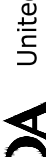
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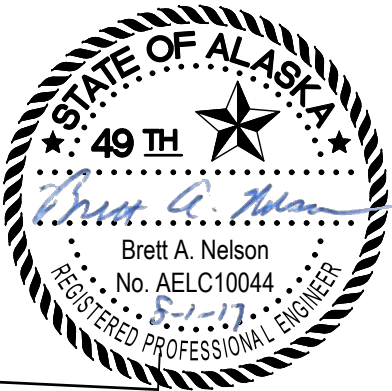
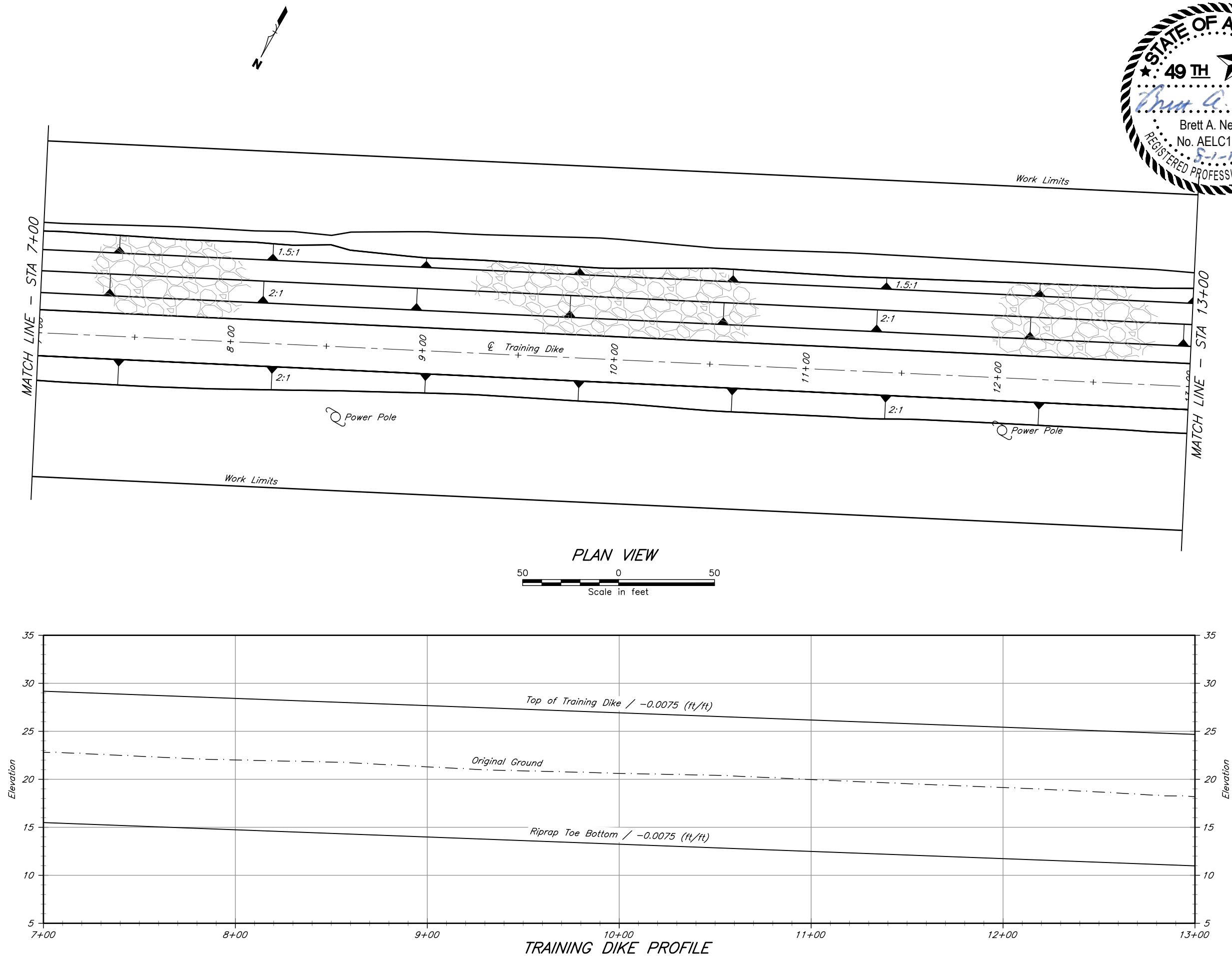




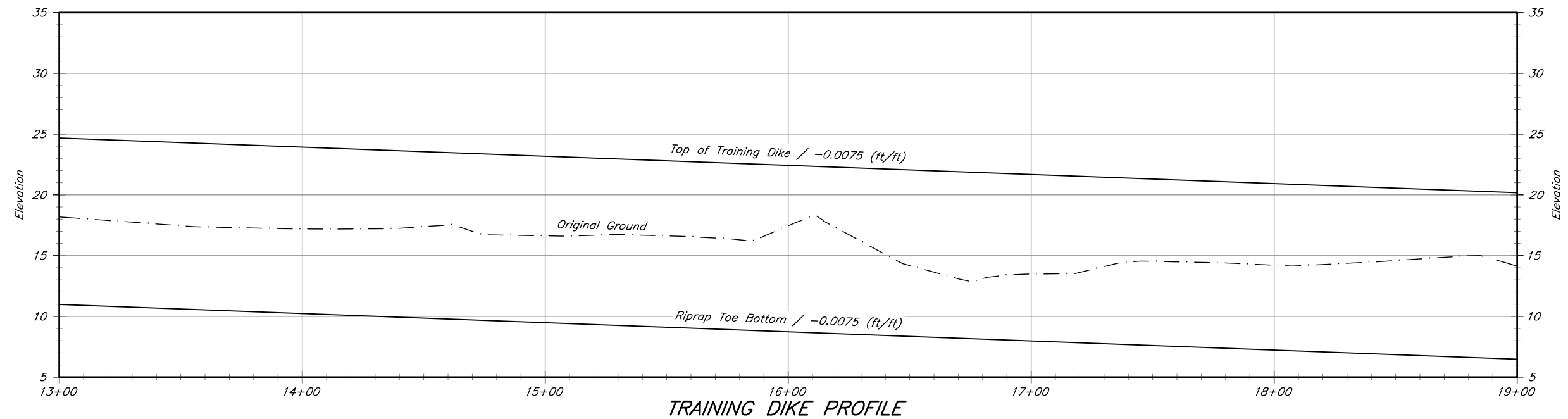
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PLAN PROFILE – STA 1+00 TO 7+00			
VALDEZ GLACIER STREAM EWP			
STREAMBANK EROSION			
CITY OF VALDEZ			
ALASKA			
Designed		L STEINKE	
Drawn		B DALLAS	
Checked		B NELSON	10/2019
Approved			




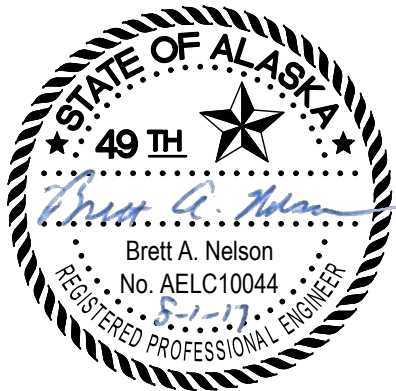
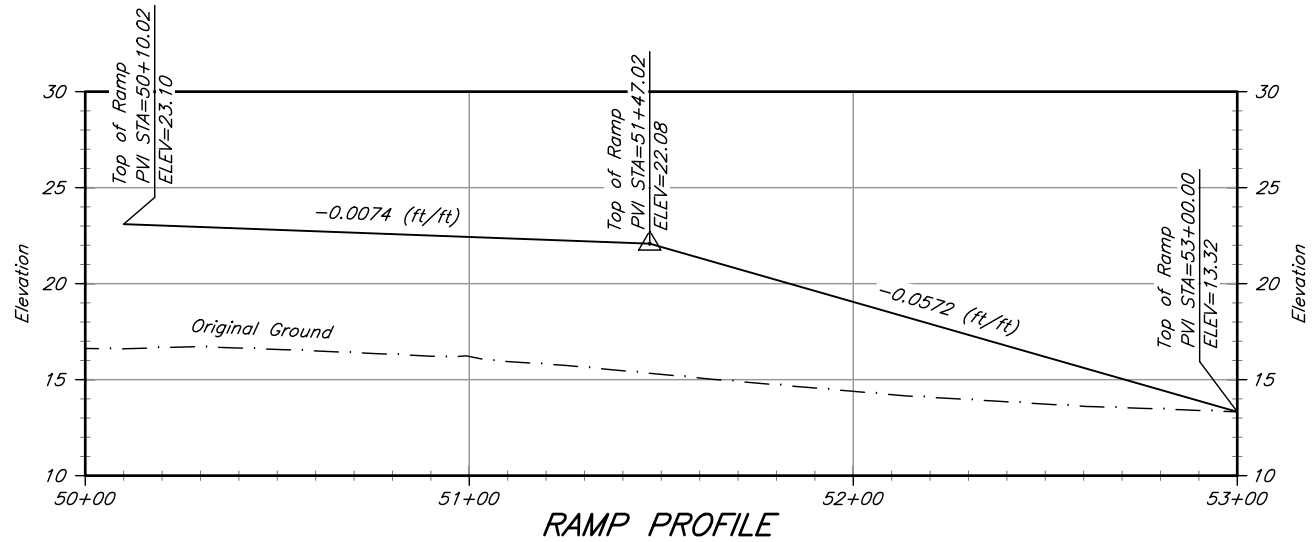
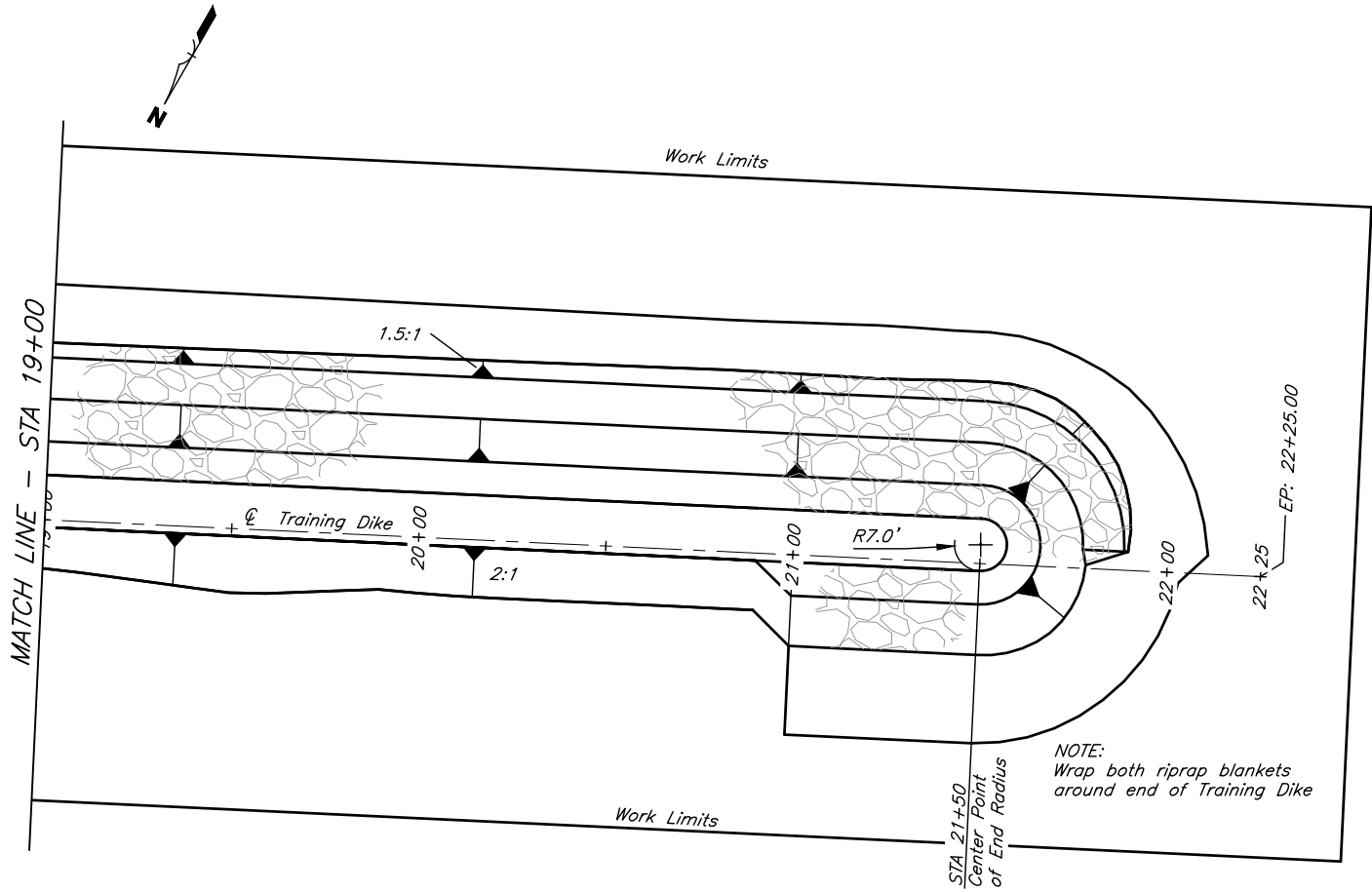
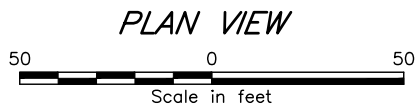
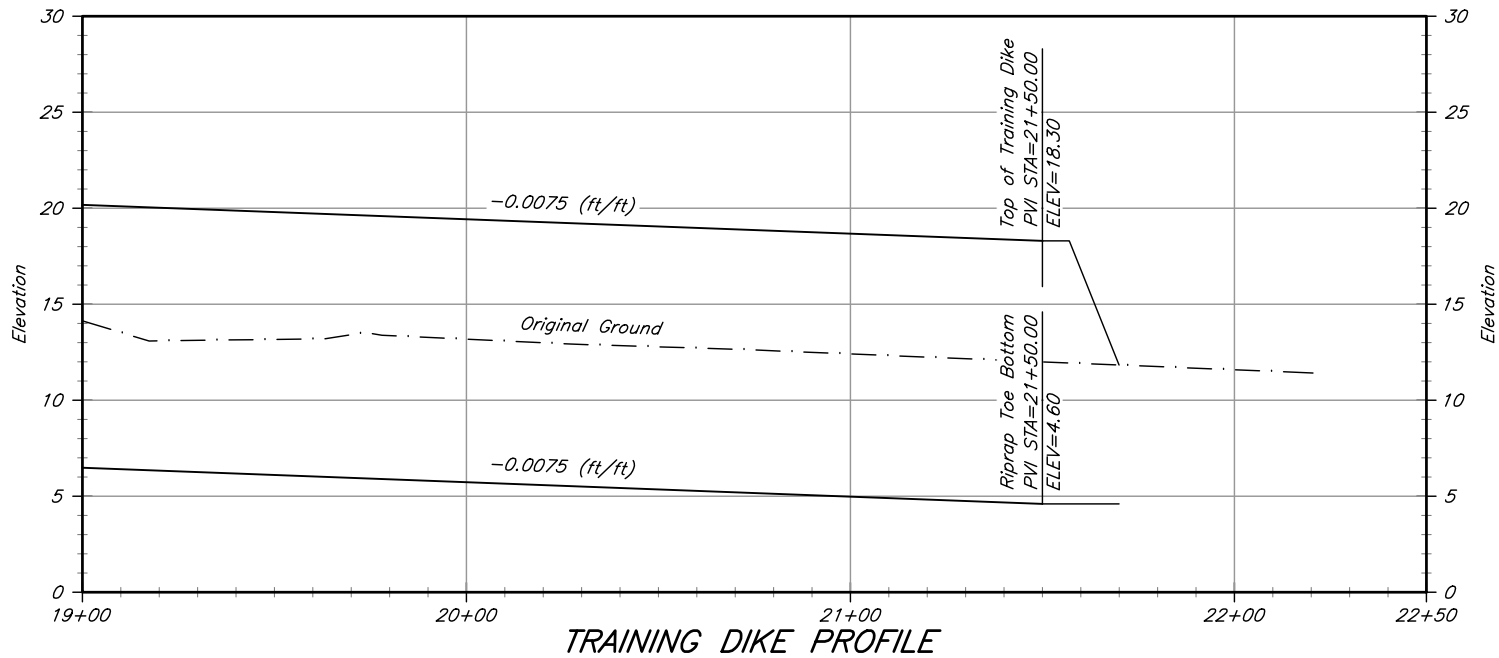
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STREAMBANK EROSION		CITY OF VALDEZ	
DESIGNED L. STEINKE		DRAWN B. DALLAS	
CHECKED B. NELSON		APPROVED	
DATE 09/2016		DATE 09/2016	
DATE 10/2019		DATE	

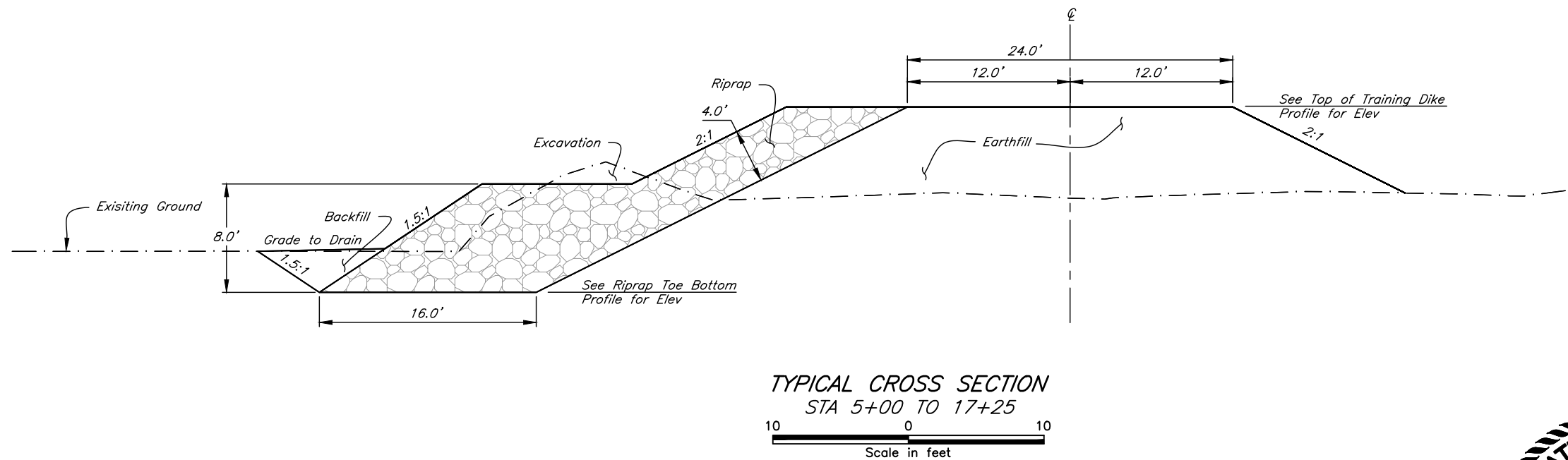
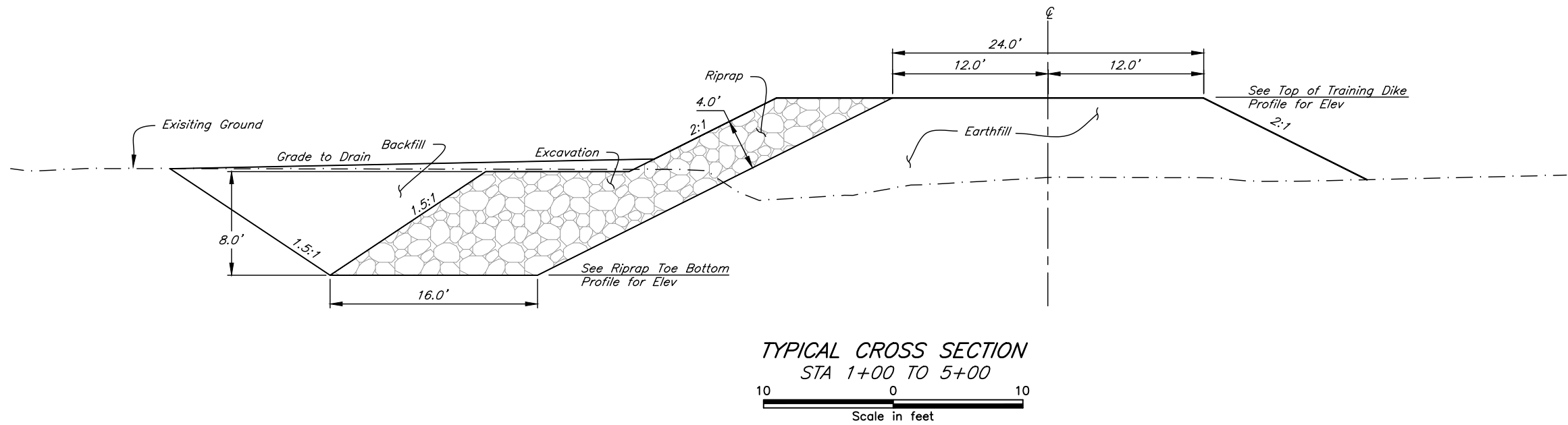


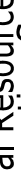
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Sheet 5 of 8				



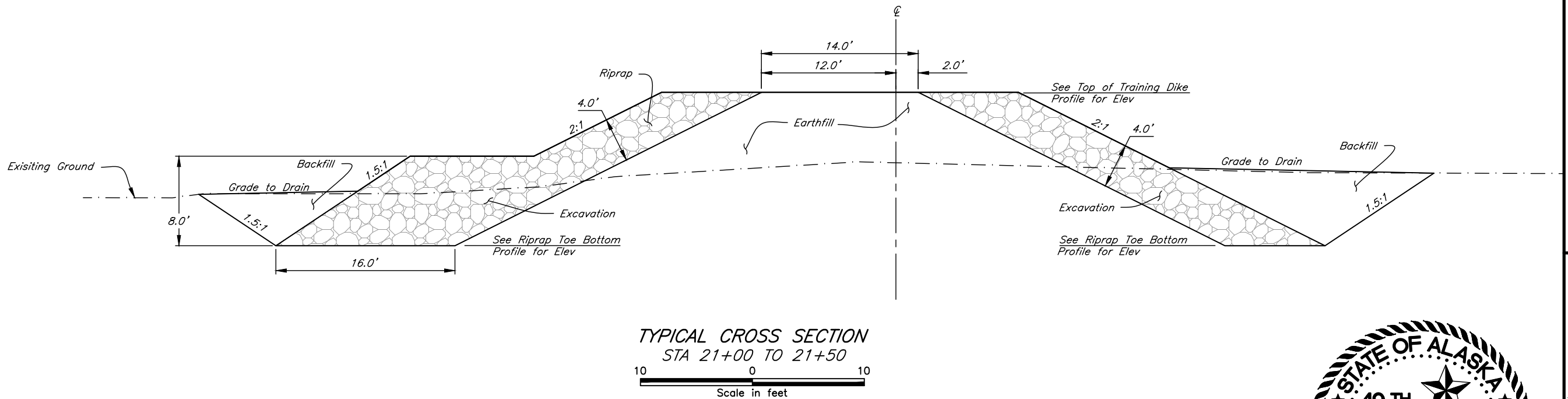
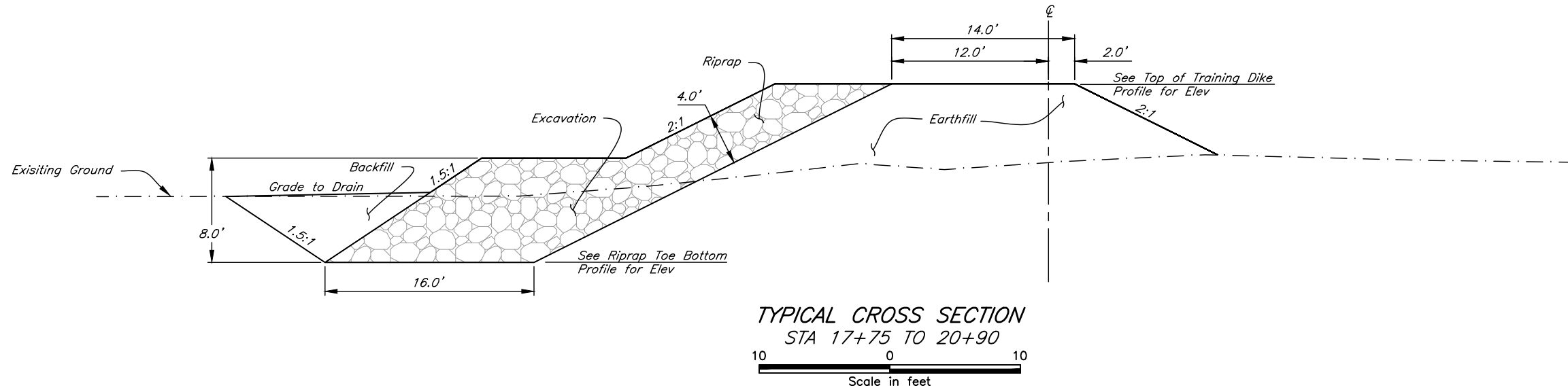
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		STREAMBANK EROSION		Drawn B. DALLAS	
		CITY OF VALDEZ		Checked B. NELSON	
		VALDEZ		Approved	
		ALASKA		10/2019	

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 United States Department of Agriculture	TYPICAL CROSS SECTIONS			Designed L. STEINKE Date 09/2016	
	VALDEZ GLACIER STREAM EWP				Drawn B. DALLAS 09/2016
	STREAMBANK EROSION				
	CITY OF VALDEZ				Checked B. NELSON 10/2019
VALDEZ			ALASKA	Approved	
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Date	09/2016
Designed	L. STEINKE
Drawn	B. DALLAS
Checked	B. NELSON
Approved	

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

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

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Drawing Name	SAME AS FILE NAME
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Summary of Proposals Received				Project: Valdez Glacier Stream Training Dike and Riprap Revetment									
Bid Opening				Contract No. 17-310-8065									
Date: August 2, 2017 2:00pm				Project No. 1319									
Place: Capital Facilities Conference Room				Jim Psenak Construction LLC		Harris Sand and Gravel, Inc.							
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Clearing and Grubbing	LS	1	N/A	\$5,000.00	N/A	10,000.00	N/A		N/A		N/A	
2	Pollution Control	LS	1	N/A	\$5,000.00	N/A	15,000.00	N/A		N/A		N/A	
3	Seeding, Fertilizing and Mulching	LS	1	N/A	\$2,500.00	N/A	36,000.00	N/A		N/A		N/A	
4	Construction Surveys	LS	1	N/A	\$7,500.00	N/A	30,000.00	N/A		N/A		N/A	
5	Mobilization and Demobilization	LS	1	N/A	\$185,000.00	N/A	35,000.00	N/A		N/A		N/A	
6	Excavation, Unclassified	CY	11,395	4.50	\$51,277.50	3.00	34,185.00						
7	Earthfill	CY	17,619	4.00	\$70,476.00	2.00	35,238.00						
8	Gradation Testing, Rock Riprap	EA	6	2,425.00	\$14,550.00	2,000.00	12,000.00						
9	Rock Riprap	CY	15,584	63.00	\$981,792.00	70.00	1,090,880.00						
10	Contractor Quality Control	LS	1	N/A	\$5,500.00	N/A	10,000.00	N/A		N/A		N/A	
11	Critical Path Scheduling	LS	1	N/A	\$2,800.00	N/A	3,000.00	N/A		N/A		N/A	
	Addendum(s) Acknowledged				✓		✓						
	Bid Bond				✓		✓						
	Alaska Business License				✓		✓						
	Alaska Contractor License				✓		✓						
	Total Base Bid				\$1,331,395.50		\$1,311,303.00						
	Local bidder preference 10%												
	Total Adjusted Bid												
The bid totals are subject to correction after the bids have been completely reviewed.													
Totals have been reviewed <div>✓</div>													
Totals have been corrected <div>N/A</div>													
I hereby certify that the above is a true and correct summary of proposals received. <div>Scott B...</div> Project Manager													

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: Valdez Glacier Stream Training Dike and Riprap Revetment

Project Number: 17-310-8065

Contract Number: 1319

Cost Code: 310-8065-58000

Issued for Construction

Date: July 19, 2017



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

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



**City of Valdez  
Contract Documents**

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

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**City of Valdez  
Invitation to Bid**

**Date: July 19, 2017**

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

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

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

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

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

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

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

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

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

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

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



**City of Valdez  
Instructions to Bidders**

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

**CAUTION:**

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

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

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

**1. General**

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

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

**2. Explanation to Bidders**

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



### 3. Site Conditions

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

### 4. Addenda Requirements

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

### 5. Submissions of Bids

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

Bids must be in a sealed envelope marked as follows:

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

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

### 6. Preparation of Bids

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

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

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



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

## **7. Required Documents for Bid**

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

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

## **8. Required Documents for Award of the Contract**

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

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

## **9. Bonding Requirements**

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

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

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

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

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



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

#### B. Contract Payment Bond

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

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

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

#### C. Contract Performance Bond

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

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

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

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

### **10. Bidder Qualifications**

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

### **11. Withdrawal of Bids**



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

## **12. Bidders Interested in More than One Bid**

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

## **13. Rejection of Bids**

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

## **14. Hiring of Local Labor**

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

## **15. Local Bidder Preference**

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

### Section 2.80.020 Definitions

“Local bidder” means a business who:

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

### Section 2.80.060D Competitive Procurement Procedure

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



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

#### **16. Award of Bid**

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

#### **17. Pre-Bid Conference**

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

#### **18. Pre-Award Conference**

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



**City of Valdez**  
**Addendum Acknowledgement**

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

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

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_ Initials \_\_\_\_\_

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





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

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

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



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

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

Total Bid Amount:

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

(\$ \_\_\_\_\_)

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

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**CORPORATE SEAL**

\_\_\_\_\_  
Federal I.D. or S.S.N.

**ATTEST:**

\_\_\_\_\_  
Signature of Corporate Sec.

\_\_\_\_\_  
Print Name



**City of Valdez  
Bid Bond**

**KNOW ALL MEN BY THERE PRESENTS,** that we

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

as Principal, hereinafter called the Principal, and

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

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

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

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

Dollars (\$ \_\_\_\_\_),

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

Whereas, the Principal has submitted a bid for

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

**NOW, THEREFORE,** if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day or \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)



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

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

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

The Contractor agrees to this Contract known as:

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

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

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

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

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



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

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

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

**COMPANY NAME**

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ruth E. Knight, Mayor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Attested:**

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

**Recommended:**

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Elke Doom, City Manager

\_\_\_\_\_  
Federal I.D. or S.S.N.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Dean Day, P.E., Capital Facilities Director

\_\_\_\_\_  
Date

**Approved as to Form:**

Brena, Bell & Clarkson, P.C.

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Attorney for the City of Valdez

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

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

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

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

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 \_\_\_\_\_, 20\_\_\_\_\_.

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



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

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

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

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

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

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

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

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

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

**WHEREAS,**

Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

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

in accordance with Drawings and Specifications prepared by

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

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





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

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

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

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

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

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

**City of Valdez**



**Performance Bond**

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

**KNOW ALL MEN BY THESE PRESENTS:** that

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

as Principal, hereinafter called Contractor, and ,

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

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

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$) )

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

**WHEREAS,**

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

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

in accordance with Drawings and Specifications prepared by

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

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



**City of Valdez  
Performance Bond**

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

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)



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

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

CONTRACTOR: \_\_\_\_\_

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

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

CONTRACTOR

CITY OF VALDEZ, OWNER

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

\_\_\_\_\_  
 Capital Facilities Director

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

REMARKS: \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

My Commission expires: \_\_\_\_\_



## **City of Valdez Special Provisions**

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

#### **SP 01 General Statement**

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

#### **SP 02 Scope of Work**

##### **Base Bid**

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

#### **SP 03 Time of Completion**

All work shall be completed by October 8, 2017.

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

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

#### **SP 04 Special Site Conditions**

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

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

#### **SP 05 Hazardous Waste Generation**

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



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

#### **SP 06 Coordination and Schedule**

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

#### **SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting**

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

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

#### **SP 08 Permits**

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

#### **SP 09 Order of Award of Alternative Bids**

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

#### **SP 10 Payment**

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

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





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

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

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

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

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

### **SP 12 Construction Specifications**

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



**City of Valdez**  
**Modifications and Additions to the Standard Specifications**

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

Division 10                      Standard General Provisions

Article 7.5    Progress Payments

Add the following:

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



**City of Valdez  
Minimum Prevailing Wage Rates**

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

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

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



# Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2017  
Issue 34

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

ALASKA DEPARTMENT OF LABOR  
& WORKFORCE DEVELOPMENT

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THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Labor and  
Workforce Development**

Office of the Commissioner

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

April 1, 2017

**TO ALL CONTRACTING AGENCIES:**

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

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

All projects with a final bid date of April 11, 2017, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink, reading "Heidi Drygas".

Heidi Drygas  
Commissioner

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

## EXCERPTS FROM ALASKA LAW

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

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

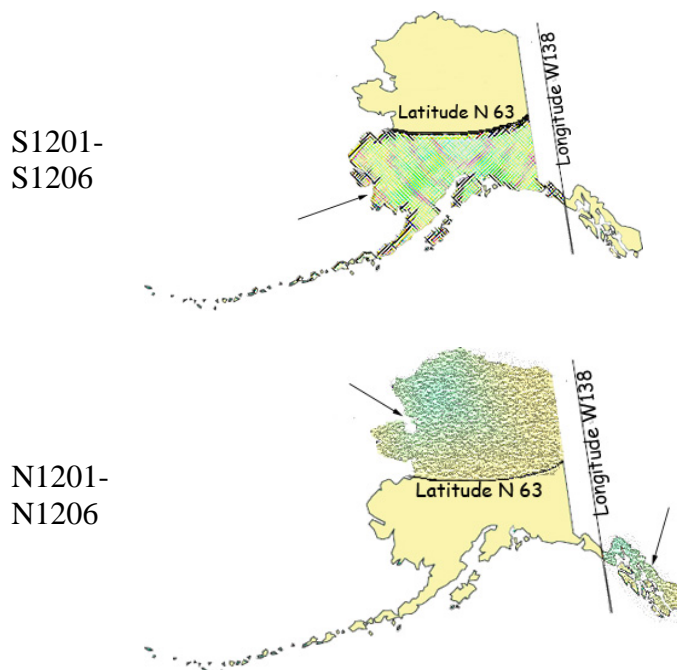
**Sec. 36.05.900. Definition.**

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

**ADDITIONAL INFORMATION**

**LABORER CLASSIFICATION CLARIFICATION**

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



**ACCOMMODATIONS AND PER DIEM**

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

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

#### **Employer-Provided Camp or Suitable Accommodations**

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

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

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

#### **Per Diem**

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

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

#### **\*\* NEW \*\* APPRENTICE HIRING REQUIREMENTS**

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

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

Culinary Workers  
Electricians  
Equipment Operators

Mechanics  
Millwrights  
Painters  
Piledriving Occupations

Sprinkler Fitters  
Truck Drivers  
Tug Boat Workers  
Welders

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

### **APPRENTICE RATES**

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

### **FRINGE BENEFIT PLANS**

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

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

### **SPECIAL PREVAILING WAGE RATE DETERMINATION**

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

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

Requests made pursuant to the above should be addressed to:

Director  
Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: [anchorage.lss-wh@alaska.gov](mailto:anchorage.lss-wh@alaska.gov)

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**Anchorage**

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

Email:  
anchorage.lss-wh@alaska.gov

**Juneau**

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

Email:  
juneau.lss-wh@alaska.gov

**Fairbanks**

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

Email:  
fairbanks.lss@alaska.gov

**DEBARMENT LIST**

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

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

Company Name

Debarment Expires

Bengal Groups, LLC  
Mohammed Ali, Individual  
Fry’s Services, LLC  
John Paul Freie, Individual  
Pyramid Audio & Video, Ltd.  
Jeffrey P. Schneider, Individual

November 3, 2017  
November 3, 2017  
November 16, 2017  
November 16, 2017  
June 19, 2018  
June 19, 2018



# Laborers' & Mechanics' Minimum Rates of Pay

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

						VAC	SAF	
<b>A0101</b>	Boilermaker (journeyman)	44.26	8.57	15.34	1.60	3.00	0.34	73.11

## Bricklayers & Blocklayers

\*\*See note on last page if remote site

						L&M		
<b>A0201</b>	Blocklayer	40.81	9.53	8.50	0.55	0.15	0.49	60.03

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

						L&M		
<b>A0202</b>	Tuck Pointer Caulker	40.81	9.53	8.50	0.55	0.15	0.49	60.03

Cleaner (PCC)

						L&M		
<b>A0203</b>	Marble & Tile Finisher	34.79	9.53	8.50	0.55	0.15	0.49	54.01

Terrazzo Finisher

						L&M		
<b>A0204</b>	Torginal Applicator	38.83	9.53	8.50	0.55	0.15	0.49	58.05

## Carpenters, Statewide

\*\*See note on last page if remote site

						L&M	SAF	
<b>A0301</b>	Carpenter (journeyman)	38.34	9.78	14.56	0.70	0.10	0.15	63.63

Lather/Drywall/Acoustical

## Cement Masons, Region I (North of N63 latitude)

\*\*See note on last page if remote site

						L&M		
<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	0.10		58.01

Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Mason (journeyman)  
Concrete

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Cement Masons, Region I (North of N63 latitude)</b>								
**See note on last page if remote site								
<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>		58.01
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>N0402</b>	Group II, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>		58.01
	Form Setter							
<b>N0403</b>	Group III, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>		58.01
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>N0404</b>	Group IV, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>		58.01
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>N0405</b>	Group V, including:	37.75	7.43	11.80	1.18	<b>L&amp;M</b>		58.26
	Plasterer							
<b>Cement Masons, Region II (South of N63 latitude)</b>								
**See note on last page if remote site								
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b>		57.76

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Cement Masons, Region II (South of N63 latitude)</b>								
**See note on last page if remote site								
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>S0402</b>	Group II, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
	Form Setter							
<b>S0403</b>	Group III, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>S0404</b>	Group IV, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>S0405</b>	Group V, including:	37.50	7.43	11.80	1.18	L&M	0.10	58.01
	Plasterer							

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

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Electricians</b>								
<b>A0702</b>	Inside Journeyman Wireman, including: Technicians	39.49	12.67	13.25	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	66.71
<b>A0703</b>	Power Cable Splicer	52.27	12.67	18.76	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	85.00
<b>A0704</b>	Tele Com Cable Splicer	47.45	12.67	15.44	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	76.86
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.67	18.71	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	83.20
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.67	18.56	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	78.23
<b>A0707</b>	Straight Line Installer - Repairman	45.70	12.67	15.39	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	75.06
<b>A0708</b>	Powderman	48.52	12.67	18.65	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	81.14
<b>A0710</b>	Material Handler	26.57	11.97	4.78	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	43.77
<b>A0712</b>	Tree Trimmer Groundman	27.17	12.67	11.56	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	51.85
<b>A0713</b>	Journeyman Tree Trimmer	35.84	12.67	11.82	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	60.78
<b>A0714</b>	Vegetation Control Sprayer	39.29	12.67	11.92	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	64.33
<b>A0715</b>	Inside Journeyman Communications CO/PBX	38.07	12.67	12.96	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	65.00
<b>Elevator Workers</b>								
<b>A0802</b>	Elevator Constructor	37.63	15.28	15.71	0.60	<b>L&amp;M</b> 0.30	<b>VAC</b> 3.43	72.95
<b>A0803</b>	Elevator Constructor Mechanic	53.76	15.28	15.71	0.60	<b>L&amp;M</b> 0.30	<b>VAC</b> 5.97	91.62

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

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

\*\*See note on last page if remote site

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	38.68	9.24	9.51	1.20	<b>SAF</b> 0.12	58.75
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	38.68	9.24	9.51	1.20	<b>SAF</b> 0.12	58.75
<b>A0904</b>	Insulator, Group II	38.68	9.24	9.51	1.20	<b>SAF</b> 0.12	58.75
<b>A0905</b>	Fire Stop	38.68	9.24	9.51	1.20	<b>SAF</b> 0.12	58.75

### IronWorkers

\*\*See note on last page if remote site

<b>A1101</b>	Ironworkers, including:	36.25	8.33	19.87	1.57	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.36	66.58
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
<b>A1102</b>	Helicopter	37.25	8.33	19.87	1.57	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.36	67.58
	Tower (energy producing windmill type towers to include nacelle and blades)							
<b>A1103</b>	Fence/Barrier Installer	32.75	8.33	19.62	1.47	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.36	62.73
	Guard Rail Installer							
<b>A1104</b>	Guard Rail Layout Man	33.49	8.33	19.62	1.47	<b>L&amp;M</b> 0.20	<b>IAF</b> 0.36	63.47

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

\*\*See note on last page if remote site

<b>N1201</b>	Group I, including:	30.55	8.21	17.06	1.25	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	57.47
	Asphalt Worker (shovelman, plant crew)							

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

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

\*\*See note on last page if remote site

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

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Guniting Operator							
	Hod Carrier							
	Jackhammer or Pavement Breaker (more than 45 pounds)							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
<b>N1203</b>	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20	59.37
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							

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



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

\*\*See note on last page if remote site

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

Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>N1204</b>	Group IIIA	35.73	8.21	17.06	1.25	0.20	0.20	62.65

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)

Licensed Powderman

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayers

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
<b>N1205</b>	Group IV	20.12	8.21	17.06	1.25	0.20	0.20	47.04

Final Building Cleanup

Permanent Yard Worker

						L&M	LEG	
<b>N1206</b>	Group IIIB	39.27	5.50	17.06	1.25	0.20	0.20	63.48

Federally Licensed Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20	57.47

Asphalt Worker (shovelman, plant crew)

Brush Cutter

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)

Crusher Plant Laborer

Demolition Laborer

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

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

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 note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20	57.47

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

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

Burning & Cutting Torch  
Cement or Lime Dumper or Handler (sack or bulk)  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Choker Splicer  
Chucktender (wagon, air-track & hydraulic drills)  
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)  
Culvert Pipe Laborer  
Cured Inplace Pipelayer  
Environmental Laborer (asbestos, marine work)  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guniting Operator  
Hod Carrier  
Jackhammer or Pavement Breaker (more than 45 pounds)

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

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 note on last page if remote site

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

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

						L&M	LEG	
<b>S1203</b>	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

Bit Grinder  
Camera/Tool/Video Operator  
Guardrail Machine Operator  
High Rigger & Tree Topper  
High Scaler  
Multiplate  
Plastic Welding  
Slurry Seal Squeegee Man  
Traffic Control Supervisor  
Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>S1204</b>	Group IIIA	35.73	8.21	17.06	1.25	0.20	0.20	62.65

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

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

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 note on last page if remote site

<b>S1205</b>	Group IV	20.12	8.21	17.06	1.25	<b>L&amp;M</b>	<b>LEG</b>	
						0.20	0.20	47.04

Final Building Cleanup  
Permanent Yard Worker

<b>S1206</b>	Group IIIB	39.27	5.50	17.06	1.25	<b>L&amp;M</b>	<b>LEG</b>	
						0.20	0.20	63.48

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade,  
Stake Hopper)

### Millwrights

<b>A1251</b>	Millwright (journeyman)	36.74	9.78	12.21	1.00	<b>L&amp;M</b>		
						0.40	0.05	60.18

<b>A1252</b>	Millwright Welder	37.74	9.78	12.21	1.00	<b>L&amp;M</b>		
						0.40	0.05	61.18

### Painters, Region I (North of N63 latitude)

\*\*See note on last page if remote site

<b>N1301</b>	Group I, including:	32.07	8.03	11.10	1.08	<b>L&amp;M</b>		
						0.07		52.35

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

<b>N1302</b>	Group II, including:	32.59	8.03	11.10	1.08	<b>L&amp;M</b>		
						0.07		52.87

Bridge Painter  
Epoxy Applicator  
General Drywall Finisher  
Hand/Spray Texturing  
Industrial Coatings Specialist  
Machine/Automatic Taping  
Pot Tender  
Sandblasting  
Specialty Painter  
Spray  
Structural Steel Painter

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Painters, Region I (North of N63 latitude)</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>N1302</b>	Group II, including:	32.59	8.03	11.10	1.08	0.07	52.87
	Wallpaper/Vinyl Hanger						
<b>N1304</b>	Group IV, including:	38.63	8.03	12.46	1.05	0.05	60.22
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>N1305</b>	Group V, including:	29.31	8.03	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
<b>Painters, Region II (South of N63 latitude)</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>S1301</b>	Group I, including :	30.31	8.03	10.85	1.08	0.07	50.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
						<b>L&amp;M</b>	
<b>S1302</b>	Group II, including :	31.56	8.03	10.85	1.08	0.07	51.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
						<b>L&amp;M</b>	
<b>S1303</b>	Group III, including :	31.66	8.03	10.85	1.08	0.07	51.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

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

\*\*See note on last page if remote site

<b>S1304</b>	Group IV, including:	38.63	8.03	11.71	1.08	<b>L&amp;M</b>	0.07	59.52
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Glazier

Storefront/Automatic Door Mechanic

<b>S1305</b>	Group V, including:	29.31	8.03	5.02	0.83	<b>L&amp;M</b>	0.07	43.26
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Carpet Installer

Floor Coverer

Heat Weld/Cove Base

Linoleum/Soft Tile Installer

### Piledrivers

\*\*See note on last page if remote site

<b>A1401</b>	Piledriver	38.34	9.78	14.56	0.70	<b>L&amp;M</b>	<b>IAF</b>	63.63
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Assistant Dive Tender

Carpenter/Piledriver

Rigger

Sheet Stabber

Skiff Operator

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

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

<b>N1501</b>	Journeyman Pipefitter	40.81	8.25	14.60	1.25	<b>L&amp;M</b>	<b>S&amp;L</b>	66.01
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Plumber

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Plumbers, Region I (North of N63 latitude)</b>								
<b>N1501</b>	Journeyman Pipefitter	40.81	8.25	14.60	1.25	<b>L&amp;M</b>	<b>S&amp;L</b>	
						1.10		66.01
	Welder							
<b>Plumbers, Region II (South of N63 latitude)</b>								
<b>S1501</b>	Journeyman Pipefitter	39.85	8.88	12.72	1.25	<b>L&amp;M</b>		
						0.20		62.90
	Plumber							
	Welder							
<b>Plumbers, Region IIA (1st Judicial District)</b>								
<b>X1501</b>	Journeyman Pipefitter	38.02	12.97	11.25	2.50	<b>L&amp;M</b>		
						0.24		64.98
	Plumber							
	Welder							
<b>Power Equipment Operators</b>								
**See note on last page if remote site								
<b>A1601</b>	Group I, including:	40.28	9.30	12.25	1.00	<b>L&amp;M</b>		
						0.10		62.93
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							

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

## Power Equipment Operators

\*\*See note on last page if remote site

							L&M	
<b>A1601</b>	Group I, including:	40.28	9.30	12.25	1.00	0.10		62.93

Drag Scraper, Yarder, and similar types  
 Drilling Machines, Core, Cable, Rotary and Exploration  
 Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine  
 Helicopters  
 Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat  
 Hydro Ax, Feller Buncher & similar  
 Hydro Excavation (Vac-Truck and Similar)  
 Licensed Line & Grade  
 Loaders (2 1/2 yards through 5 yards, including all attachments):  
   (a) Forklifts (with telescopic boom & swing attachment)  
   (b) Front End & Overhead, (2-1/2 yards through 5 yards)  
   (c) Loaders, (with forks or pipe clamp)  
   (d) Loaders, (elevating belt type, Euclid & similar types)  
 Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)  
 Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer  
 Micro Tunneling Machine  
 Mixers: Mobile type with hoist combination  
 Motor Patrol Grader  
 Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield  
 Operator on Dredges  
 Piledriver Engineer, L.B. Foster, Puller or similar paving breaker  
 Plant Operator (Asphalt & Concrete)  
 Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)  
 Remote Controlled Equipment  
 Scraper (through 40 yards)  
 Service Oiler/Service Engineer  
 Shot Blast Machine  
 Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)  
 Sideboom (under 45 tons)  
 Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)  
 Sub Grader (Gurries, Reclaimer & similar types)  
 Tack Tractor  
 Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter  
 Unlicensed Off-Road Hauler  
 Wate Kote Machine

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



Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Power Equipment Operators</b>								
**See note on last page if remote site								
<b>A1602</b>	Group IA, including:	42.04	9.30	12.25	1.00	<b>L&amp;M</b>		64.69
	Camera/Tool/Video Operator (Slipline)							
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)							
	Cranes (over 45 tons or 150 feet including jib & attachments)							
	(a) Clamshells & Draglines (over 3 yards)							
	(b) Tower Cranes							
	Licensed Water/Waste Water Treatment Operator							
	Loaders (over 5 yards)							
	Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)							
	Power Plants (1000 k.w. & over)							
	Quad							
	Scrapers (over 40 yards)							
	Screed							
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)							
	Sidebooms (over 45 tons)							
	Slip Form Paver, C.M.I. & similar types							
<b>A1603</b>	Group II, including:	39.51	9.30	12.25	1.00	<b>L&amp;M</b>		62.16
	Boiler - Fireman							
	Cement Hogs & Concrete Pump Operator							
	Conveyors (except those listed in Group I)							
	Grade Checker							
	Hoists on Steel Erection, Towermobiles & Air Tuggers							
	Horizontal/Directional Drill Locator							
	Licensed Grade Technician							
	Locomotives, Rod & Geared Engines							
	Mixers							
	Screening, Washing Plant							
	Sideboom (cradling rock drill, regardless of size)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
<b>A1604</b>	Group III, including:	38.79	9.30	12.25	1.00	<b>L&amp;M</b>		61.44
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power							
	Bump Cutter							

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

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

\*\*See note on last page if remote site

<b>A1604</b>	Group III, including:	38.79	9.30	12.25	1.00	<b>L&amp;M</b>	0.10	61.44
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Compressor  
Farm Tractor  
Forklift, Industrial Type  
Gin Truck or Winch Truck (with poles when used for hoisting)  
Hoists, Air Tuggers, Elevators  
Loaders:  
(a) Elevating-Athey, Barber Greene & similar types  
(b) Forklifts or Lumber Carrier (on construction job sites)  
(c) Forklifts, (with tower)  
(d) Overhead & Front End, (under 2-1/2 yards)  
Locomotives: Dinkey (air, steam, gas & electric) Speeders  
Mechanics, Light Duty  
Oil, Blower Distribution  
Posthole Digger, Mechanical  
Pot Fireman (power agitated)  
Power Plant, Turbine Operator, (under 200 k.w.)  
Pumps, Water  
Roller (other than Asphalt)  
Saws, Concrete  
Skid Hustler  
Skid Steer (with all attachments)  
Stake Hopper  
Straightening Machine  
Tow Tractor

<b>A1605</b>	Group IV, including:	32.58	9.30	12.25	1.00	<b>L&amp;M</b>	0.10	55.23
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Crane Assistant Engineer/Rig Oiler  
Drill Helper  
Parts & Equipment Coordinator  
Spotter  
Steam Cleaner  
Swamper (on trenching machines or shovel type equipment)

## Roofers

\*\*See note on last page if remote site

<b>A1701</b>	Roofer & Waterproofer	44.62	11.75	2.91	0.81	<b>L&amp;M</b>	0.10	0.03	60.22
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<b>A1702</b>	Roofer Material Handler	31.23	11.75	2.91	0.81	<b>L&amp;M</b>	0.10	0.03	46.83
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
VAC=vacation

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

							L&M	
<b>N1801</b>	Sheet Metal Journeyman	47.13	10.16	10.64	1.45	0.12		69.50

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

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

							L&M	
<b>S1801</b>	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	0.37		65.38

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Sheet Metal Workers, Region II (South of N63 latitude)</b>							
						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	0.37	65.38
	Skylight installation						
<b>Sprinkler Fitters</b>							
						<b>L&amp;M</b>	
<b>A1901</b>	Sprinkler Fitter	46.00	9.17	13.65	0.47	0.25	69.54
<b>Surveyors</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>A2001</b>	Chief of Parties	42.81	10.58	10.39	1.35	0.10	65.23
						<b>L&amp;M</b>	
<b>A2002</b>	Party Chief	41.22	10.58	10.39	1.35	0.10	63.64
						<b>L&amp;M</b>	
<b>A2003</b>	Line & Grade Technician/Office Technician	40.62	10.58	10.39	1.35	0.10	63.04
						<b>L&amp;M</b>	
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)	38.50	10.58	10.39	1.35	0.10	60.92
						<b>L&amp;M</b>	
<b>A2005</b>	Stake Hop/Grademan	35.57	10.58	10.39	1.35	0.10	57.99
						<b>L&amp;M</b>	
<b>A2006</b>	Chain Person (for crews with more than 2 people)	34.16	10.58	10.39	1.35	0.10	56.58
<b>Truck Drivers</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>A2101</b>	Group I, including:	39.59	10.58	10.39	1.35	0.10	62.01
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						

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

## Truck Drivers

\*\*See note on last page if remote site

						L&M	
<b>A2101</b>	Group I, including:	39.59	10.58	10.39	1.35	0.10	62.01
	Material Coordinator and Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
<b>A2102</b>	Group 1A including:	40.86	10.58	10.39	1.35	0.10	63.28
	Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
<b>A2103</b>	Group II, including:	38.33	10.58	10.39	1.35	0.10	60.75
	All Deltas, Commanders, Rollagons, & similar equipment						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Mechanics						
	Partsman						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Stringing Truck						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
<b>A2104</b>	Group III, including:	37.51	10.58	10.39	1.35	0.10	59.93
	Batch Trucks (8 yards & up)						
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards						
	Expeditor (electrical & pipefitting materials)						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)						
	Greaser - Shop						
	Oil Distributor Driver						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Truck Drivers</b>								
**See note on last page if remote site								
<b>A2104</b>	Group III, including:	37.51	10.58	10.39	1.35	<b>L&amp;M</b>		59.93
	Trucks/Jeeps (push or pull)							
<b>A2105</b>	Group IV, including:	36.93	10.58	10.39	1.35	<b>L&amp;M</b>		59.35
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Semi or Truck & Trailer							
	Tireman, Light Duty							
	Track Truck Equipment							
	Vacuum Truck, Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck, Dual Axle							
	Water Wagon, Semi							
<b>A2106</b>	Group V, including:	36.17	10.58	10.39	1.35	<b>L&amp;M</b>		58.59
	Batch Truck (up to & including 7 yards)							
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							

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

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

\*\*See note on last page if remote site

						L&M	
<b>A2106</b>	Group V, including:	36.17	10.58	10.39	1.35	0.10	58.59

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

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

\*\*See note on last page if remote site

						L&M	LEG
<b>N2201</b>	Group I, including:	33.61	8.21	17.06	1.25	0.20	60.53

Brakeman  
 Mucker  
 Nipper  
 Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)  
 Topman & Bull Gang  
 Tunnel Track Laborer

						L&M	LEG
<b>N2202</b>	Group II, including:	34.71	8.21	17.06	1.25	0.20	61.63

Burning & Cutting Torch  
 Certified Erosion Sediment Control Lead (CESCL Laborer)  
 Concrete Laborer  
 Jackhammer  
 Laser Instrument Operator  
 Nozzlemen, Pumpcrete or Shotcrete  
 Pipelayer Helper

						L&M	LEG
<b>N2203</b>	Group III, including:	35.70	8.21	17.06	1.25	0.20	62.62

Miner  
 Retimberman

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

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 note on last page if remote site

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	0.20	66.22

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

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	0.20	67.41

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2201</b>	Group I, including:	33.61	8.21	17.06	1.25	0.20	0.20	60.53

Brakeman  
Mucker  
Nipper  
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)  
Topman & Bull Gang  
Tunnel Track Laborer

						L&M	LEG	
<b>S2202</b>	Group II, including:	34.71	8.21	17.06	1.25	0.20	0.20	61.63

Burning & Cutting Torch  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Concrete Laborer  
Jackhammer  
Laser Instrument Operator  
Nozzlemen, Pumpcrete or Shotcrete  
Pipelayer Helper

						L&M	LEG	
<b>S2203</b>	Group III, including:	35.70	8.21	17.06	1.25	0.20	0.20	62.62

Miner  
Retimberman

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



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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	0.20	66.22

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

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	0.20	67.41

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

### Tunnel Workers, Power Equipment Operators

\*\*See note on last page if remote site

						L&M	
<b>A2207</b>	Group I	44.31	9.30	12.25	1.00	0.10	66.96

						L&M	
<b>A2208</b>	Group IA	46.24	9.30	12.25	1.00	0.10	68.89

						L&M	
<b>A2209</b>	Group II	43.46	9.30	12.25	1.00	0.10	66.11

						L&M	
<b>A2210</b>	Group III	42.67	9.30	12.25	1.00	0.10	65.32

						L&M	
<b>A2211</b>	Group IV	35.84	9.30	12.25	1.00	0.10	58.49

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

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

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

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

# TITLE 36 - PUBLIC CONTRACTS



Wage and Hour  
Administration  
Pamphlet 400

Statutes  
Regulations

**November 2011**

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



**ALASKA DEPARTMENT OF LABOR  
& WORKFORCE DEVELOPMENT**

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**Visit the Labor Standards and Safety Division Internet site:**  
[labor.alaska.gov/lss/home.htm](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 1-16), and the second section contains the Alaska Administrative Code or regulations (pages 17-40). The index of topics on page 41 should provide assistance in locating all of the places a particular topic is referenced.

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

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

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

# **TITLE 36. Public Contracts**

## **Wage and Hour Administration Pamphlet 400**

### **Statutes and Regulations**

**November 2011**

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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

**Chapter**

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

**CHAPTER 05. WAGES AND HOURS OF LABOR.**

**Section**

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

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

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

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

**Sec. 36.05.010. Wage rates on public construction.** A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed whichever occurs first. This process shall be repeated until the contract is completed. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

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

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

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

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

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

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

**Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.** All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development. (§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972; am § 1 ch 111 SLA 2003)

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

(a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary

contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.

(b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.

(c) A contracting agency

(1) may release final payment on a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that

(A) the primary contractor has complied with (a) and (b) of this section;

(B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and

(C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

(2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.

(d) The notice and filing fee required under (a) of this section may be filed after work has begun if

(1) the public construction contract is for work undertaken in immediate response to an emergency; and

(2) the notice and fees are filed not later than 14 days after the work has begun.

(e) A false statement made on a notice required by this section is punishable under AS 11.56.210. (§ 2 ch 111 SLA 2003; am § 1 ch 28 SLA 2011)

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

**Sec. 36.05.060. Penalty for violation of this chapter.** A contractor who violates this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense. (§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.** (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers,



mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

(b) *Repealed by § 17 ch 142 SLA 1972.*

(c) A public construction contract under (a) of this section must contain provisions that

(1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;

(4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

(B) the rates of wages in fact received by laborers, mechanics or field surveyors. (§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976; am § 1 ch 28 SLA 2011)

**Sec. 36.05.080. Failure to pay agreed wages.** Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work. (§2 Ch 52 SLA 1959)

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.** (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, the mechanics or field surveyors have the right of action or

intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds. (§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972; am § 1 ch 28 SLA 2011)

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

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

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

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

## Article 2. General Provisions

### Section

#### 900. Definition

**Sec. 36.05.900. Definition.** In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor. (§ 3 ch 111 SLA 2003)

## CHAPTER 10. EMPLOYMENT PREFERENCE

### Section

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The legislature further finds that

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

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

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

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

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

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

(d) The legislature finds that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sec. 36.10.090. Publication of list of violators.** (a) The commissioner of labor shall distribute to all departments and agencies of the state government and to all political subdivisions of the state a list of the names of persons or firms convicted of a violation of this chapter. A person appearing on the list or a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision until after three years from the date of publication of the list.

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

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

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

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

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

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

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

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

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

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

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

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

(2) the specific violation complained of; and

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

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

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

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

- (1) is receiving unemployment benefits under AS 23.20 or would be eligible to receive benefits but has exhausted them;
- (2) is not working and has registered to find work with a public or private employment agency or a local hiring hall;
- (3) is underemployed or marginally employed as defined by the department; or
- (4) has completed a job-training program approved by the department and is either not employed or is engaged in employment that does not use the skills acquired in the job-training program.

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

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

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

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

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

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

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

- (1) the rate of unemployment within the zone is substantially higher than the national rate of unemployment;
- (2) a substantial number of residents in the zone have experience or training in occupations that would be employed on a public works project;
- (3) the lack of employment opportunities in the zone has substantially contributed to serious social or economic problems in the zone; and
- (4) employment of workers who are not residents is a peculiar source of the unemployment of residents of the zone. (§ 5 ch 33 SLA 1986)



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

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

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

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

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

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

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

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

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

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

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

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

(1) made a false sworn statement; or

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

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

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

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

**Sec. 36.10.990. Definitions.** In this chapter

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

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

## **CHAPTER 15. ALASKA PRODUCT PREFERENCES.**

### **Article 1. Forest Products Preference**

#### **Section**

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

#### **Section**

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

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

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

## CHAPTER 25. CONTRACTORS' BONDS.

### Section

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

### Section

- 25. Optional municipal exemption

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

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

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

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

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

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

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

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

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

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

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

(1) the contractor is, and for two years immediately preceding the award of the contract has been, a licensed contractor having its principal office in the state;

(2) the contractor certifies that it has not defaulted on a contract awarded to the contractor during the period of three years preceding the award of a contract for which a bid is submitted;

(3) the contractor submits a financial statement, prepared within a period of nine months preceding the submission of a bid for the contract and certified by a public accountant or a certified public accountant licensed under AS 08.04, demonstrating that the contractor has a net worth of not less than 20 percent of the amount of the contract for which a bid is submitted; and

(4) the total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under (3) of this section by more than seven times. (§ 1 ch 81 SLA 1978)

## CHAPTER 95. GENERAL PROVISIONS.

### Section

#### 10. Definitions

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

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

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

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

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

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

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

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

# ALASKA ADMINISTRATIVE CODE

## TITLE 8. LABOR

### PART 2. RESIDENT EMPLOYMENT

#### CHAPTER 30. PUBLIC CONTRACTS.

##### Articles

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

#### ARTICLE 1. WAGES AND HOURS.

##### **Section**

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

##### **Section**

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

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

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

Authority: AS 36.05.030 AS 36.05.035

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

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

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

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

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

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

Authority: AS 36.05.030 AS 36.05.040 AS 36.10.075

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.070

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.070

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

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

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

Authority: AS 36.05.030 AS 36.05.070

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

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract;

(7) wage rate actually being paid; and

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

Authority: AS 36.05.030 AS 36.05.080

## ARTICLE 2. WAGE SCALE.

### Section

#### 50. Wage scale

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

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

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

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

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

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

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

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

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

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

Authority: AS 36.05.010 AS 36.05.030 AS 36.05.070

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

**ARTICLE 3. Employment Preference.****Section**

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

**Section**

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

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

**8 AAC 30.061. CONTRACTING AGENCY REPORTING REQUIREMENTS.**

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

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

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

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

Authority: AS 36.10.075 AS 36.10.076

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

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

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

Authority: AS 36.10.075 AS 36.10.190

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

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

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.150

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.140 AS 36.95.010(4)

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

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

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

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

Authority: AS 36.10.075

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

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

Authority: AS 36.10.075

*8 AAC 30.080. Repealed 12/4/76.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: AS 36.10.070 AS 36.10.075 AS 36.10.140

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.140

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

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

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

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

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

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

Authority: AS 36.10.140

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

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

Authority: AS 36.10.075

#### ARTICLE 4. INVESTIGATIONS AND HEARINGS.

##### **Section**

- 90. Investigations, Conference, and Persuasion
- 100. Hearings

##### **Section**

- 110. Decisions

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

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

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

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

(c) Repealed 1/2/91.

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

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.120  
AS 36.05.030

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

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

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

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

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

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

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

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

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

(1) call and examine witnesses;

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

(3) introduce exhibits.

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

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

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.120  
AS 36.05.030

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

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

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

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

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

## ARTICLE 5. DEBARMENT.

### Section

200. Review and recommendations  
 210. Hearings  
 220. Decisions

### Section

230. Appeals  
 240. Request for removal

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

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

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

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

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

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

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

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

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

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

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

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

(1) call and examine witnesses;

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

(3) introduce exhibits.

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

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

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

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

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

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

## ARTICLE 6. GENERAL PROVISIONS.

### Section

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

### Section

920. Definition of "economic region."

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

- (1) "commissioner" means the commissioner of labor and workforce development;
- (2) "crafts" and "occupations" mean the occupations identified in the Standard Occupational Classification Manual (1980 edition);
- (3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;
- (4) "department" means the Alaska Department of Labor and Workforce Development;
- (5) "director" means the director of the labor standards and safety division of the department;
- (6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:
  - (A) failure or refusal to pay basic prevailing wages;
  - (B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;
  - (C) failure to pay at least once a week;
  - (D) failure to pay unconditionally; or
  - (E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;



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

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

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

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

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

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

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

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

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

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

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

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

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

(14) repealed 8/9/01;

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

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

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

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

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

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

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

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

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

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

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

(1) has the following exceptions:

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

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

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

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

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

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

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

(1) flaggers;

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

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

(4) workers who perform mobilization or demobilization activities;

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

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

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

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

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

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

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

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

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

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

(1) the type of project;

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

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

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

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

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

(2) "common carrier"

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030 AS 36.10.075

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

Authority: AS 36.10.075 AS 36.10.990

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

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LABOR STANDARDS REGULATIONS  
NOTICE REQUEST

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

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

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

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

**For information on any of the following SEMINARS:**

- ☐ Electrical
- ☐ Plumbing
- ☐ Boiler

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

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

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

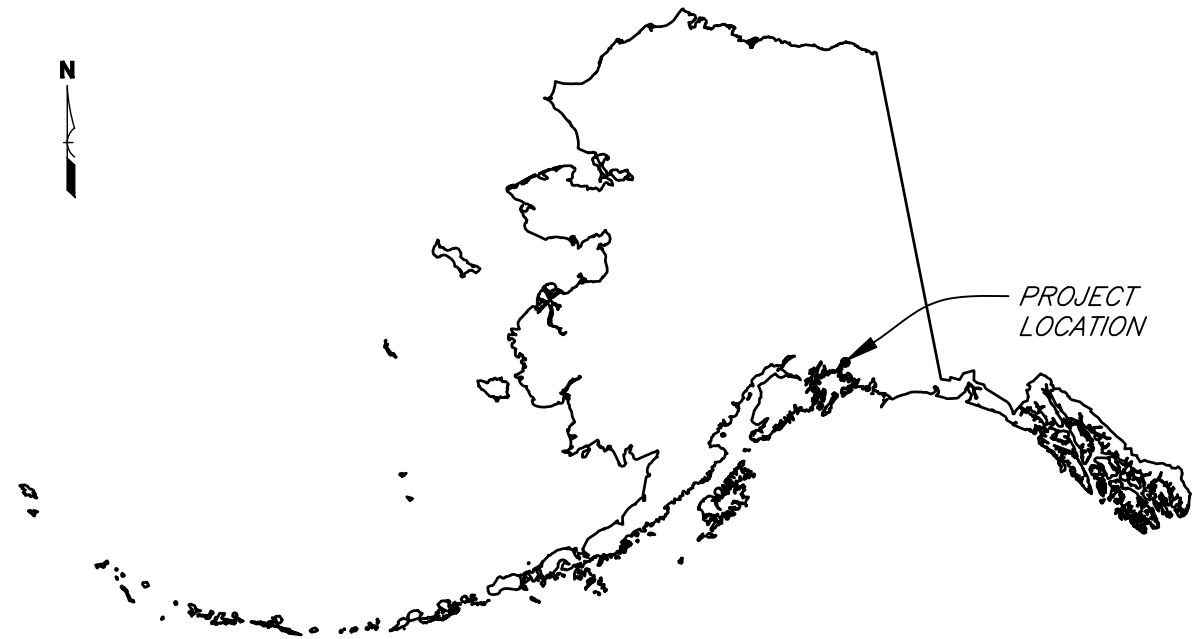
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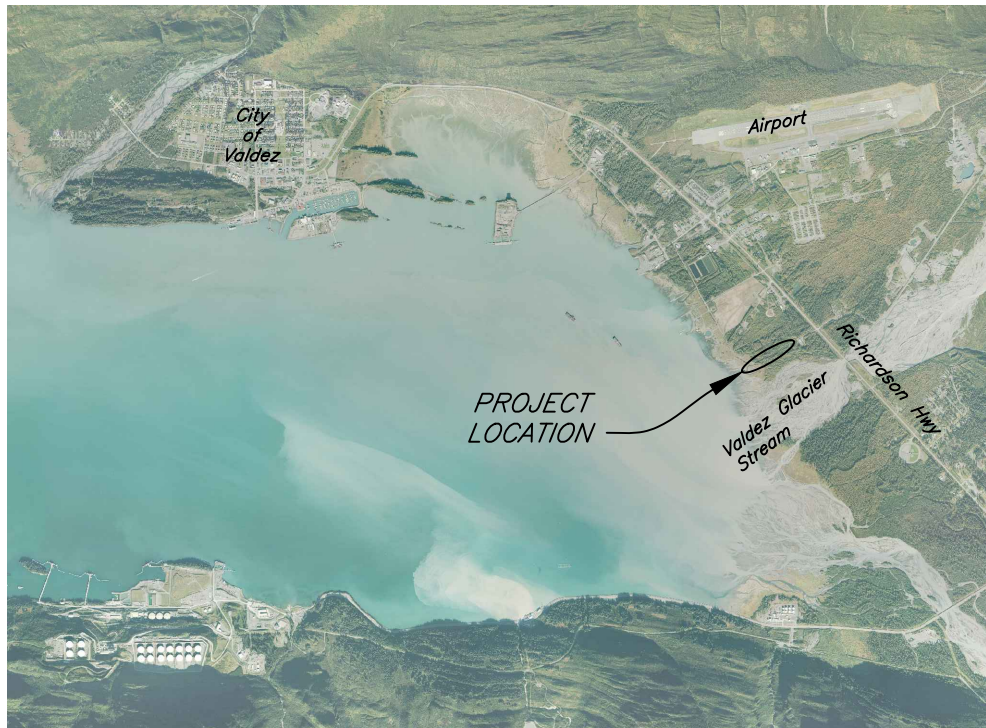
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E-mail Address: \_\_\_\_\_



ALASKA  
LOCATION MAP  
Not To Scale



VICINITY MAP  
Not To Scale

# VALDEZ GLACIER STREAM EMERGENCY WATERSHED PROJECT VALDEZ, ALASKA

## PLANS FOR THE CONSTRUCTION OF TRAINING DIKE AND RIPRAP REVETMENT

PREPARED FOR THE CITY OF VALDEZ  
BY



### INDEX OF DRAWINGS

SHEET	TITLE
1	COVER SHEET
2	LOCATION MAP
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4	PLAN PROFILE – STA 7+00 TO 13+00
5	PLAN PROFILE – STA 13+00 TO 19+00
6	PLAN PROFILE – STA 19+00 TO 22+25
7	TYPICAL CROSS SECTIONS
8	TYPICAL CROSS SECTIONS

### GENERAL NOTES

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



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

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

United States Department of Agriculture	Natural Resources Conservation Service
File Name	SEE LEFT BORDER
Drawing Name	SAME AS FILE NAME
Sheet	1 of 8





LOCATION MAP

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

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

\* See Plan Profile drawings for alignment segment numbers



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

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

United States  
Department of  
Agriculture

Natural Resources  
Conservation Service

LOCATION MAP

VALDEZ GLACIER STREAM EWP

STREAMBANK EROSION

CITY OF VALDEZ

ALASKA

Designed  
L. STEINKE

Drawn  
B. DALLAS

Checked  
B. NELSON

Approved

Date  
09/2016

09/2016

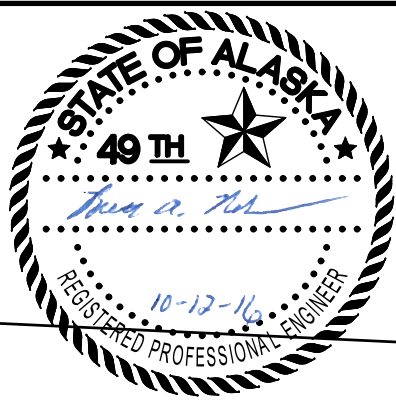
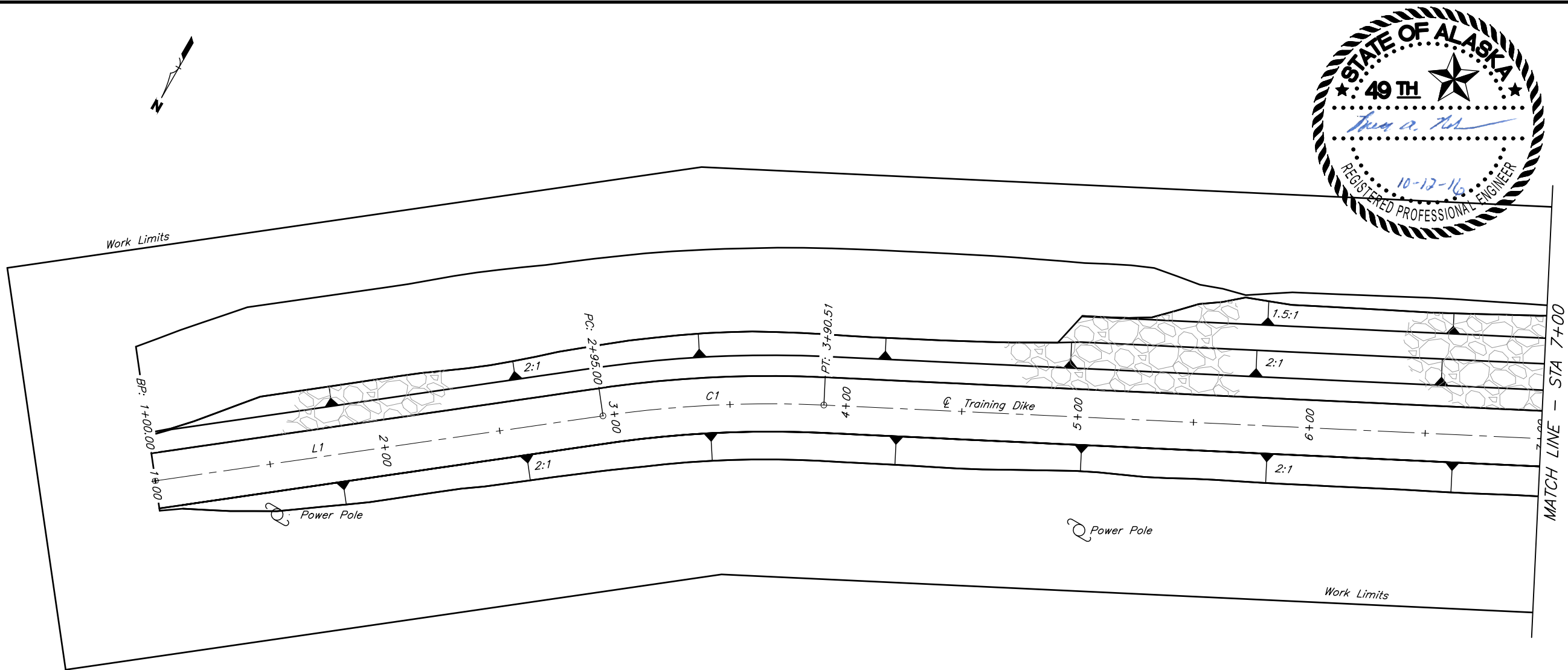
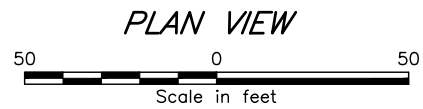
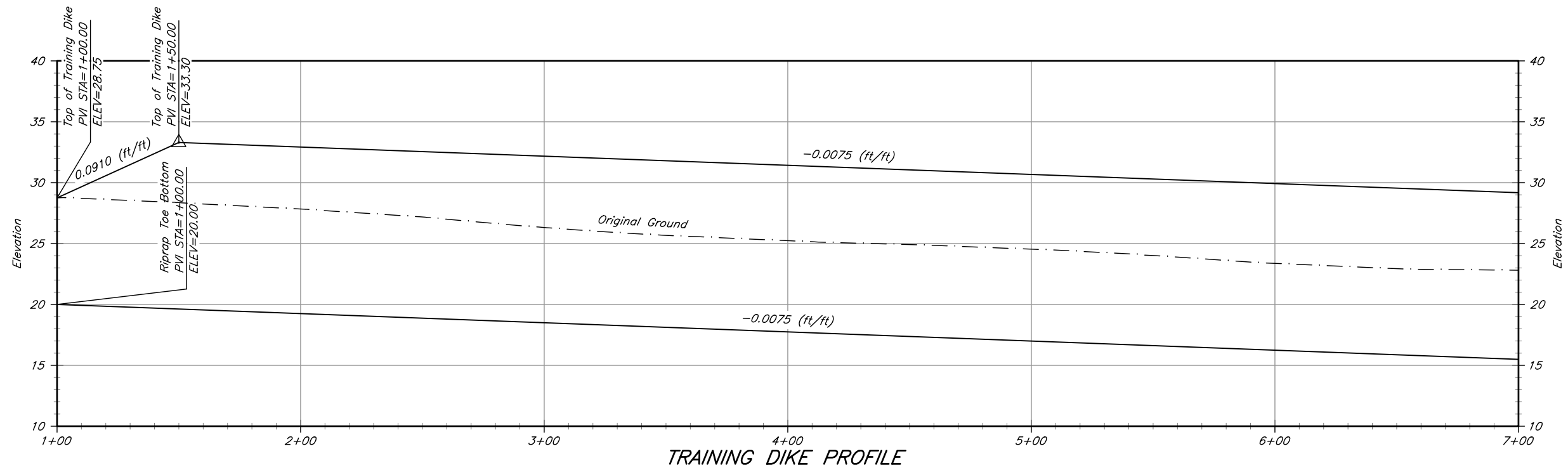
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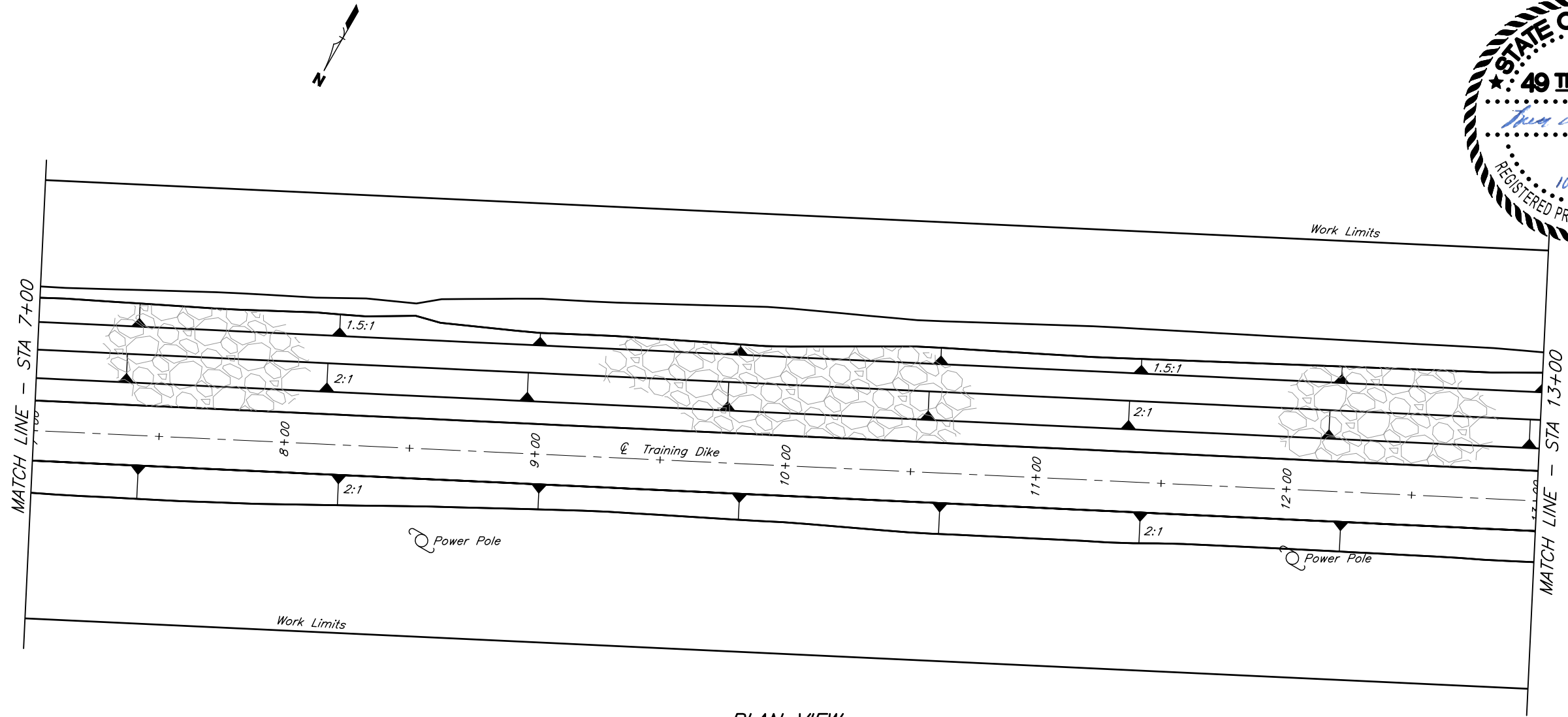
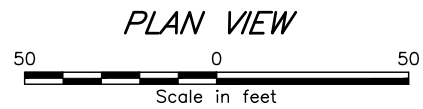
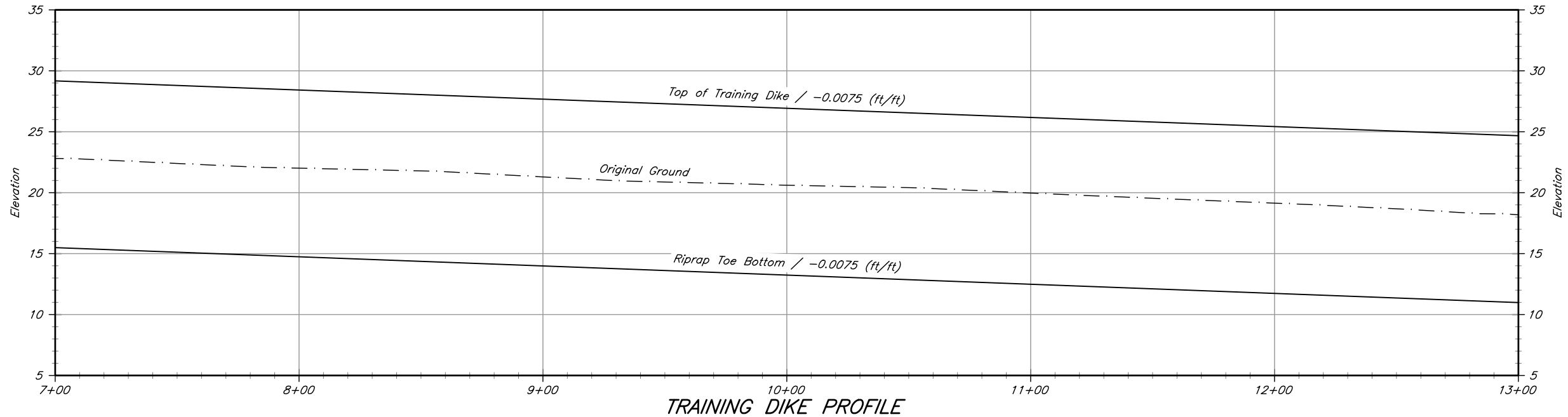
Sheet 2 of 8





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

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PLAN PROFILE - STA 7+00 TO 13+00

VALDEZ GLACIER STREAM EWP

STREAMBANK EROSION

CITY OF VALDEZ

ALASKA

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Department of  
Agriculture

USDA

Natural Resources  
Conservation Service

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Sheet 4 of 8

Date  
09/2016

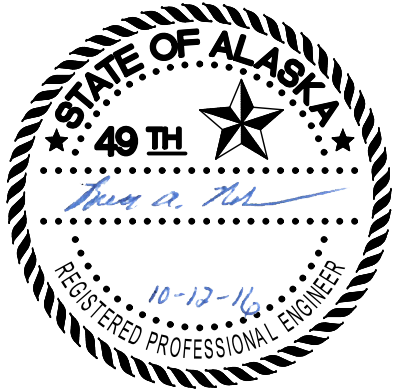
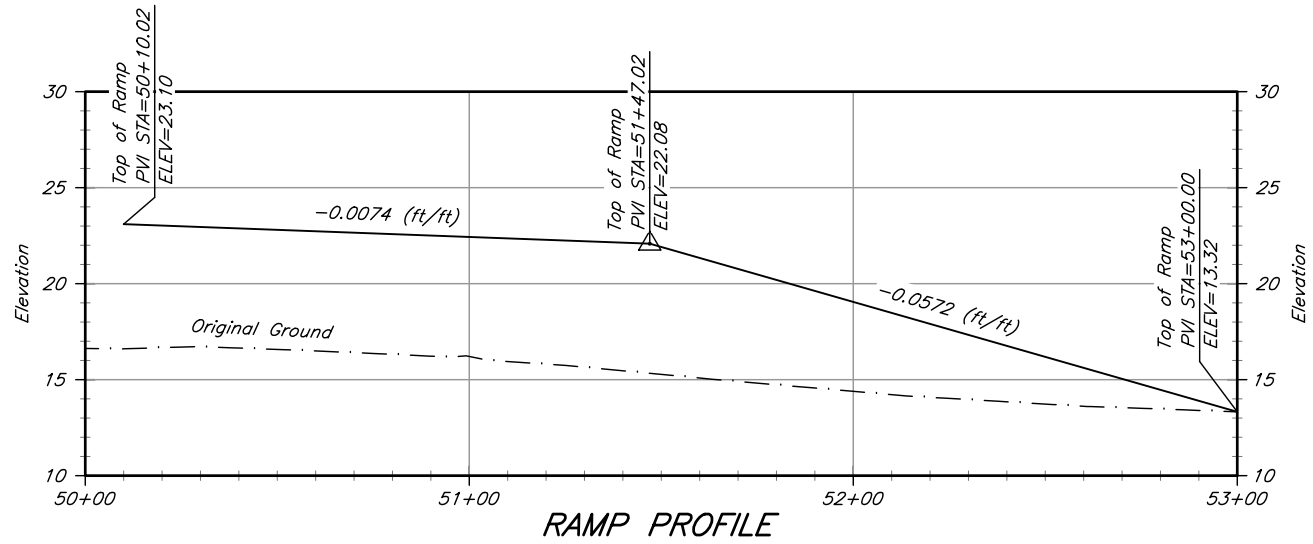
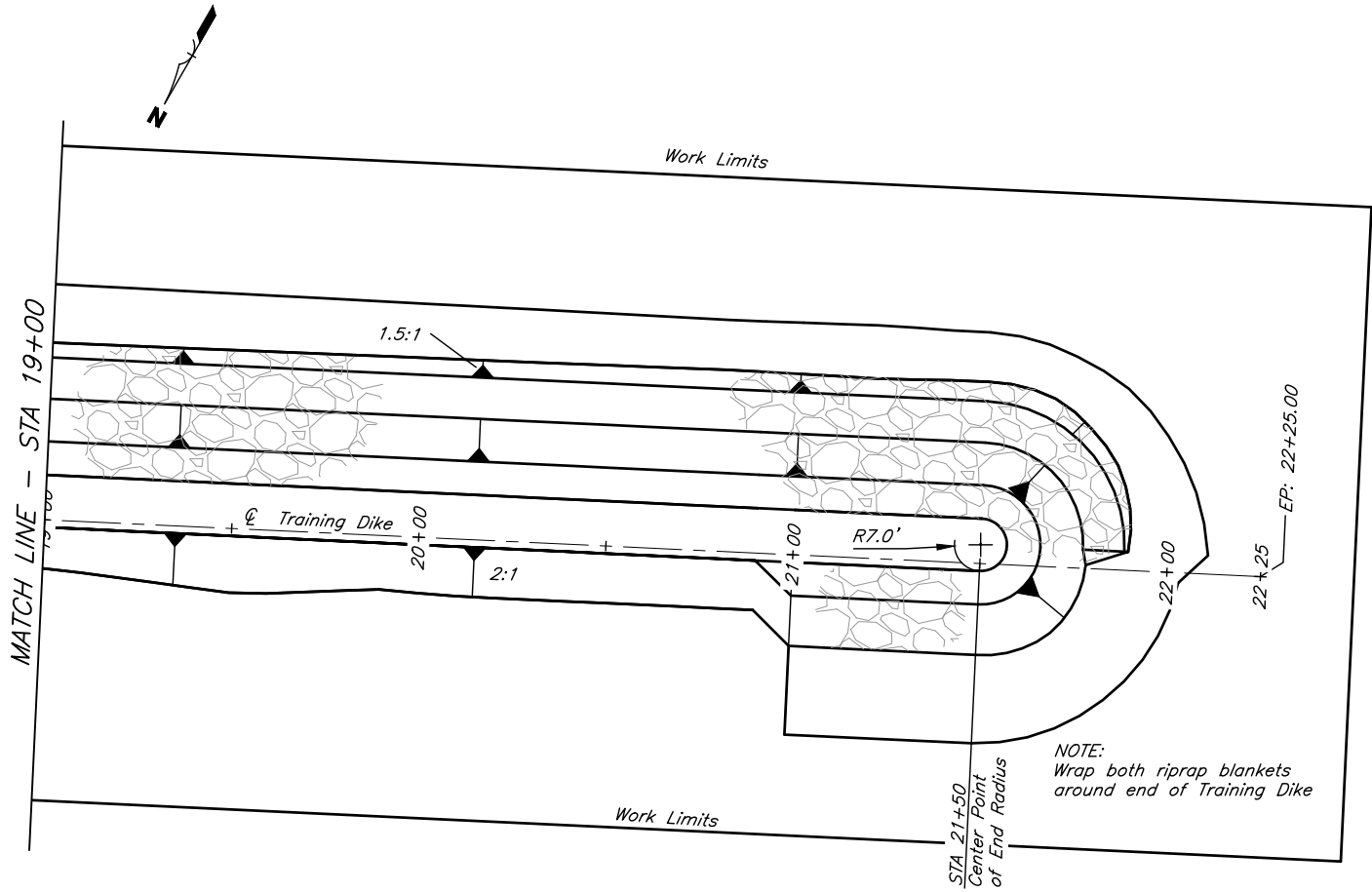
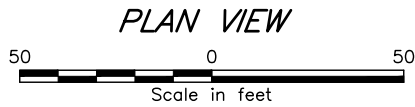
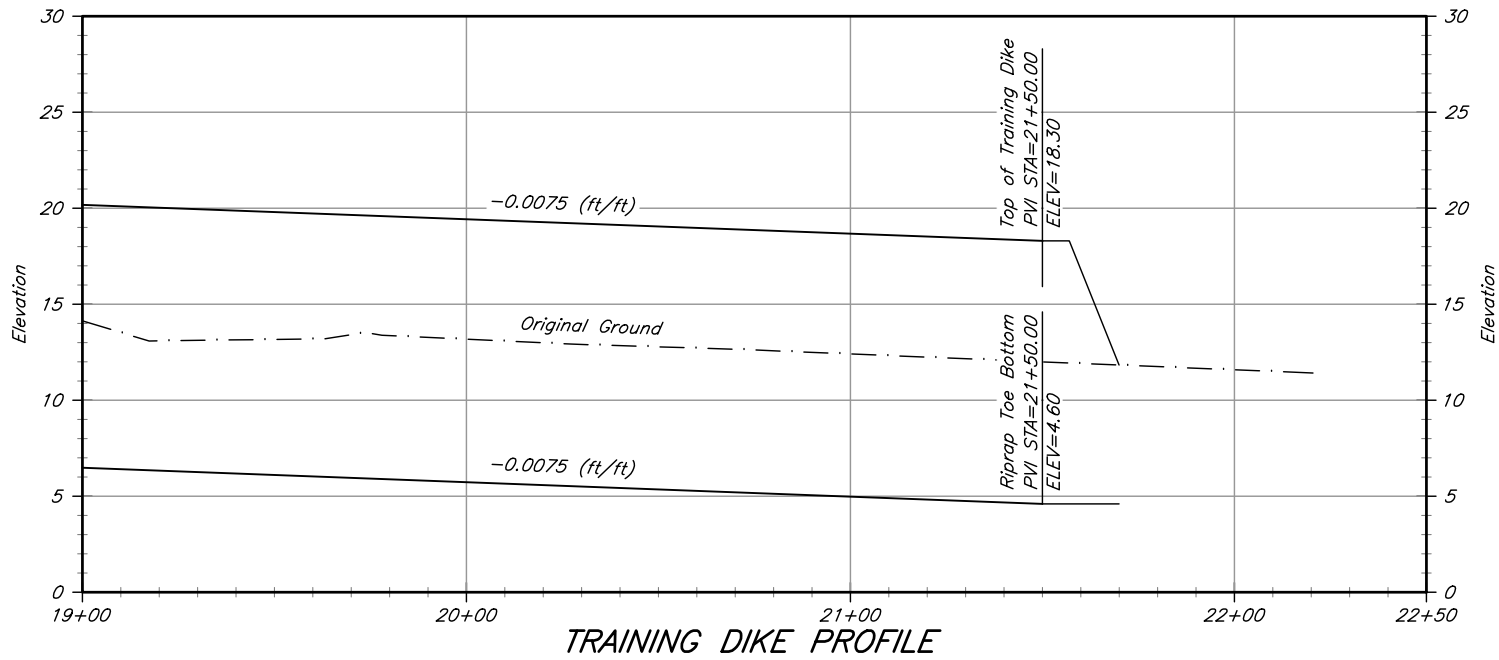
Designed  
L. STEINKE

Drawn  
B. DALLAS

Checked  
B. NELSON

Approved





**PLAN PROFILE - STA 19+00 TO 22+25**

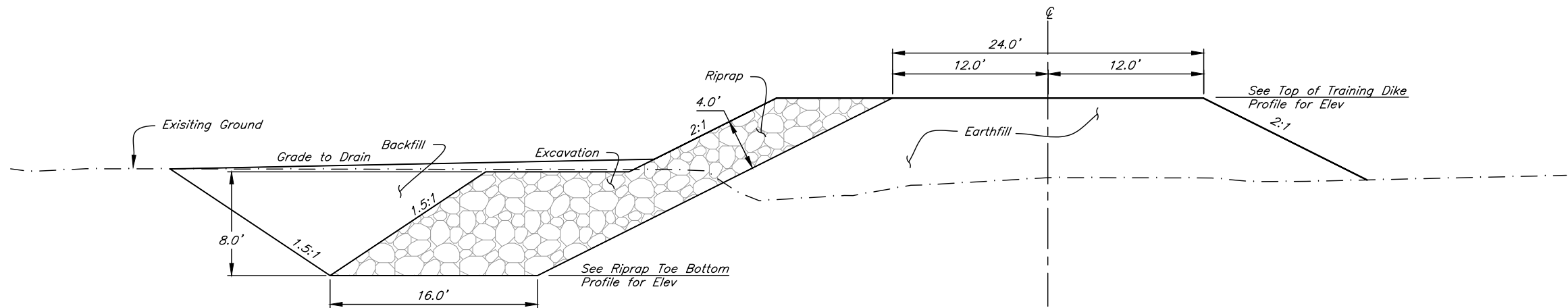
VALDEZ GLACIER STREAM EWP

STREAMBANK EROSION

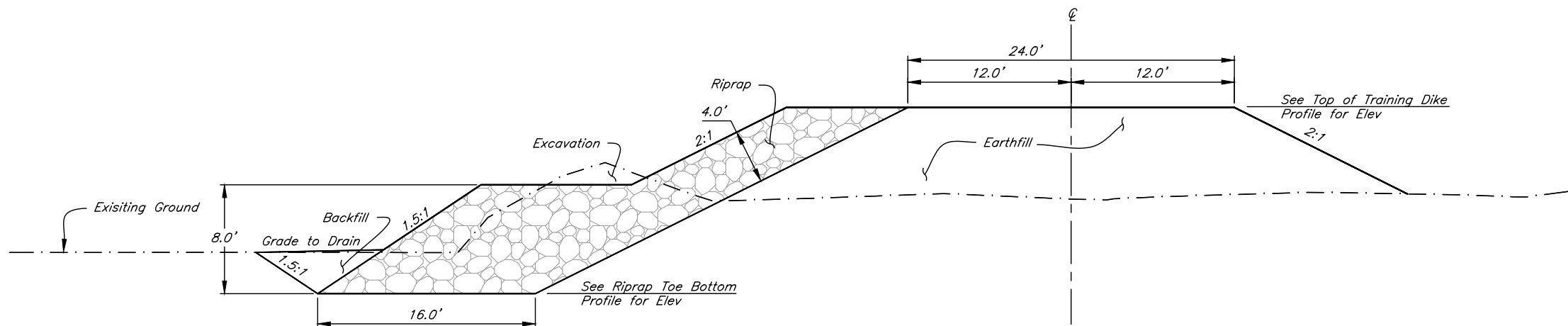
CITY OF VALDEZ

ALASKA

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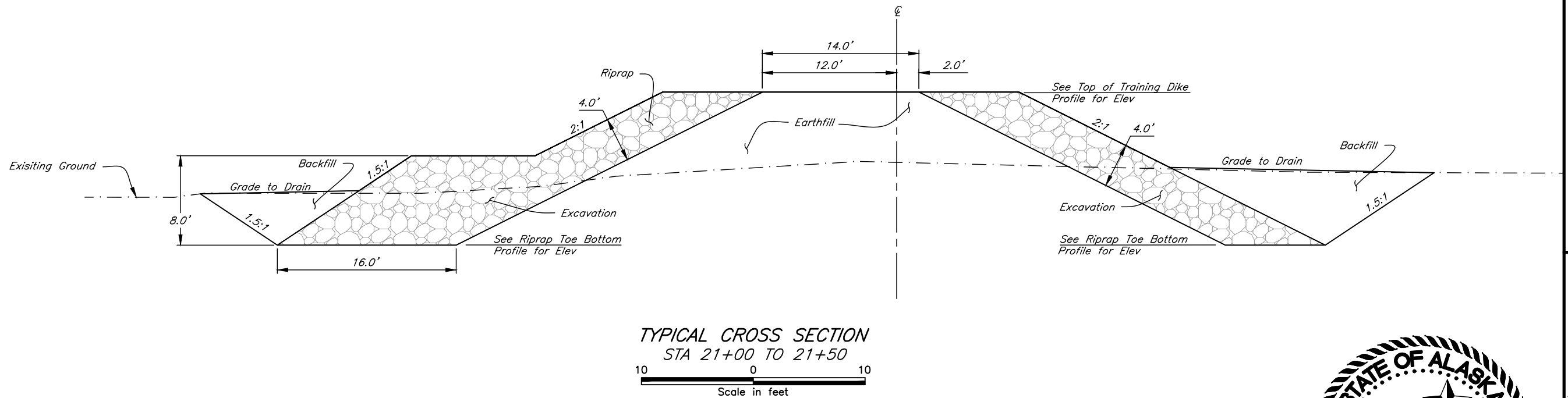
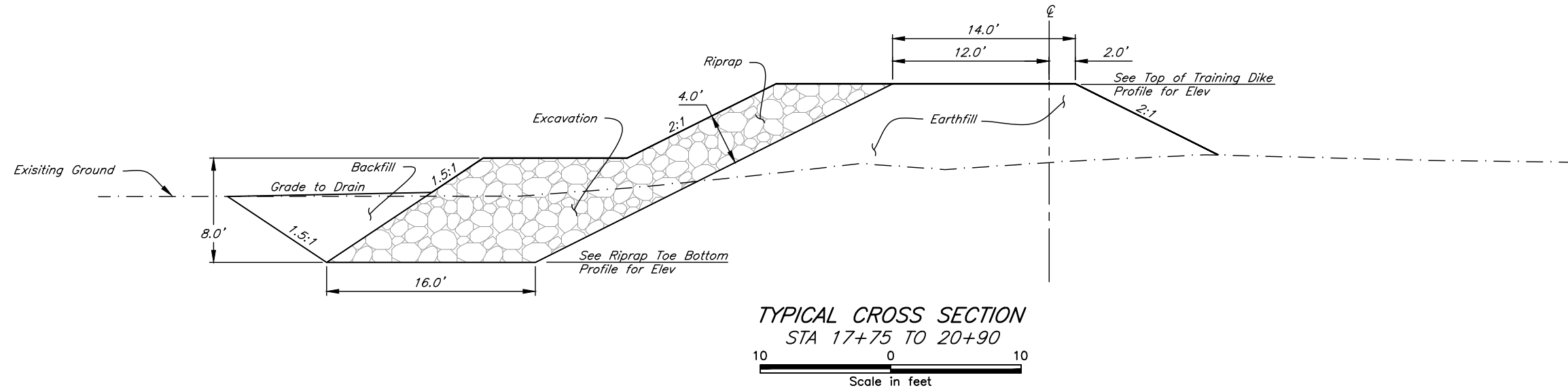
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STA 1+00 TO 5+00  
Scale in feet



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



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



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

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

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Agriculture  
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Conservation Service

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Sheet	8 of 8



United States Department of Agriculture

NATURAL RESOURCES CONSERVATION SERVICE

## ***CONSTRUCTION and MATERIAL SPECIFICATIONS***

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

#### **Construction Specifications**

<u>Number</u>	<u>Specification Name</u>	<u>Number of Pages</u>
2	Clearing and Grubbing -----	3
5	Pollution Control -----	4
6	Seeding, Sprigging, and Mulching -----	5
7	Construction Surveys -----	5
8	Mobilization and Demobilization -----	2
9	Traffic Control -----	3
10	Water for Construction -----	3
11	Removal of Water -----	3
21	Excavation -----	5
23	Earthfill -----	7
61	Rock Riprap -----	5
94	Contractor Quality Control -----	4
400	Critical Path Scheduling -----	2

#### **Material Specifications**

<u>Number</u>	<u>Specification Name</u>	<u>Number of Pages</u>
523	Rock for Riprap -----	3



## **Construction Specification 2—Clearing and Grubbing**

### **1. Scope**

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

### **2. Protection of existing vegetation**

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

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

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

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

### **3. Marking**

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

### **4. Clearing and grubbing**

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

### **5. Disposal**

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

### **6. Measurement and payment**

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

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

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

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

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

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

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

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

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

## **7. Items of work and construction details**

### **A. Bid Item 1, Clearing and Grubbing**

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

# Construction Specification 5—Pollution Control

## 1. Scope

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

## 2. Material

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

## 3. Erosion and sediment control measures and works

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

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

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

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

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

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

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

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

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

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

## 4. Chemical pollution

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

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

## **5. Air pollution**

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

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

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

## **6. Maintenance, removal, and restoration**

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

## **7. Measurement and payment**

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

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

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

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

## **8. Items of work and construction details**

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

### **A. Bid Item 2, Pollution Control**

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

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

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

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

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

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

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

Water for Construction; and  
Removal of Water.

# Construction Specification 6—Seeding, Sprigging, and Mulching

## 1. Scope

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

## 2. Material

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

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

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

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

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

**Lime and other soil amendments**—Lime shall consist of standard ground agriculture limestone, or approved equivalent. Standard ground agriculture limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Other soil amendments shall meet quality criteria and application requirements specified in section 7.

**Mulch tackifiers**—Asphalt emulsion tackifiers shall conform to the requirements of ASTM D977, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium setting, or slow setting. Nonasphaltic tackifiers required because of environmental considerations shall be as specified in section 7.

**Straw mulch material**—Straw mulch shall consist of wheat, barley, oat or rye straw, hay, grass cut from native grasses, or other plants as specified in section 7. The mulch material shall be air-



dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds is not permitted. The contractor shall provide a method satisfactory to the contracting officer for determining weight of mulch furnished.

***Other mulch materials***—Mulching materials, such as wood cellulose fiber mulch, mulch tackifiers, synthetic fiber mulch, netting, and mesh, are other mulching materials that may be required for specialized locations and conditions. These materials, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

### **3. Seeding mixtures, sod, sprigs, and dates of planting**

The application rate per acre for seed mixtures, sprigs, or sod and date of seeding or planting shall be as shown on the plans or as specified in section 7.

### **4. Seedbed preparation and treatment**

Areas to be treated shall be dressed to a smooth, firm surface. On sites where equipment can operate on slopes safely, the seedbed shall be adequately loosened (4 to 6 inches deep) and smoothed. Depending on soil and moisture conditions, disking or cultipacking, or both, may be necessary to properly prepare a seedbed. Where equipment cannot operate safely, the seedbed shall be prepared by hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place.

If seeding is to be accomplished immediately following construction operations, seedbed preparation may not be required except on a compacted, polished, or freshly cut soil surface.

Rocks larger than 6 inches in diameter, trash, weeds, and other debris that will interfere with seeding or maintenance operations shall be removed or disposed of as specified in section 7.

Seedbed preparation shall be discontinued when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by the contracting officer's technical representative (COTR).

### **5. Seeding, sprigging, fertilizing, mulching, and stabilizing**

All seeding or sprigging operations shall be performed in such a manner that the seed or sprigs are applied in the specified quantities uniformly in the designated areas. The method and rate of seed application shall be as specified in section 7. Unless otherwise specified, seeding or sprigging shall be accomplished within 2 days after final grading is completed and approved.

Fertilizer, lime, and other soil amendments shall be applied as specified in section 7. When specified, the fertilizer and soil amendments shall be thoroughly incorporated into the soil immediately following surface application.

The rate, amount, and kind of mulching or mesh shall be as specified in section 7. Mulches shall be applied uniformly to the designated areas. They shall be applied to areas seeded not later than 2 working days after seeding has been performed. Straw mulch material shall be stabilized within 24 hours of application using a mulch crimper or equivalent anchoring tool or by a suitable tackifier. When the mulch crimper or equivalent anchoring tool is used, it shall have straight blades and be the type manufactured expressly for and capable of firmly punching the mulch into the soil. Where the equipment can be safely operated, it shall be operated on the contour. Hand methods shall be used where equipment cannot safely operate to perform the work required.

The tackifier shall be applied uniformly over the mulch material at the specified rate, or it shall be injected into the mulch material as it is being applied. Mesh or netting stabilizing materials shall be applied smoothly, but loosely on the designated areas. The edges of these materials shall be buried or securely anchored using spikes or staples as specified in section 7.

The contractor shall maintain the mesh or netting areas until all work under the contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by water erosion, wind, fire, or other causes. Such areas shall be repaired to reestablish the intended condition and to the design lines and grades required by the contract. The areas shall be refertilized, reseeded, and remulched before the new application of the mesh or netting.

## **6. Measurement and payment**

**Method 1**—For items of work for which specific unit prices are established in the contract, each area treated is measured as specified in section 7 and the area calculated to the nearest 0.1 acre. Payment for treatment is made at the contract unit price for the designated treatment, which will constitute full compensation for completion of the work.

When specified as an item of work, mesh or netting is measured to the nearest square yard of surface area covered and accepted. Payment is made at the contract unit price and will constitute full compensation for completion of the work.

**Method 2**—For items of work for which specific lump sum prices are established in the contract, the quantity of work will not be measured for payment. Payment for this item is made at the contract lump sum price for the item and will constitute full compensation for the completion of the work.

**Method 3**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds. Progress payments will be determined as specified in section 7. Payment of the lump sum contract price will constitute full compensation for completion of the work.

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

## 7. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

### A. Bid Item 3, Seeding, Fertilizing, and Mulching

1. This item shall consist of furnishing all the materials, equipment, and labor necessary to permanently seed the areas disturbed during construction. Areas to be seeded include all disturbed areas inside the designated work limits. Driving surfaces of the dike and ramp, as well as areas covered by rock riprap or areas in the streambed do not require seeding.
2. In Section 2, Material,
  - a. Only certified seed shall be used.
  - b. Fertilizer shall be commercially-produced 10-10-10-8.5 (Nitrogen as N; Phosphorus as  $P_2O_5$ ; Potassium as  $K_2O$ ; and Sulfur as S).
  - c. Mulch shall consist of wood fiber mulch plus a guar tackifier. Hydromulch must be pre-blended by the manufacturer. Mulch material shall be free of weeds and other deleterious matter.
3. In Section 3, Seeding mixtures, sod, sprigs, and dates of planting:
  - a. The seeding rates of pure live seed shall be as follows for seeding operations conducted between May 1 and August 1:

Species	Variety or Release	Full Rate (lbs/acre)	% of Mix Planned	Bulk Planting Rate (lbs/acre)
Slender wheatgrass	Wainwright	20	35%	7
Bering hairgrass	Norcoast	20	40%	8
Red fescue	Arctared	20	25%	5

4. Contract seeding operations shall not be performed outside the date range(s) specified above, nor can contract seeding be performed at any time on snow-covered ground. Seeding outside the specified date range(s) is permitted as required by the SWPPP and/or other permit conditions but such seeding does not in any way substitute for or constitute performance of contract seeding operations under Bid Item 3.
5. Seeding shall not be performed during a rain event, without prior written approval from the Engineer.
6. In Section 4, Seedbed preparation and treatment:

- a. Rocks, trash, weeds, and other debris removed from the seeding areas shall be disposed of outside of the work limits at a site of the contractor's choosing and in compliance with all federal, state, and local laws and regulations and in compliance with all permit conditions.
  - b. The seedbed shall be firm and rough. Slopes that require seeding shall be scarified or imprinted prior to seeding. Imprinting shall be perpendicular to the slope direction, and may be performed using equipment tracks or teeth, seed drills, harrows, deep hand raking, or other methods approved by the Engineer.
7. In Section 5, Seeding, sprigging, fertilizing, mulching, and stabilizing:
- a. Seed shall be applied by hydroseeding.
  - b. Fertilizer shall be applied uniformly to all seedbed areas at a rate of 400 pounds per acre.
  - c. Mulch shall be tank mixed and hydroseeded. Mulch shall be applied at a rate of 70 pounds per 1,000 square feet. Mulching procedures shall comply with comply with recommendations specified by the manufacturer.
  - d. Once seed is placed into the hydroseeder, it shall be applied within 1 hour.
  - e. Any seed, fertilizer, and/or mulch that has been displaced by wind and/or water prior to final checkout shall be reapplied.
8. In Section 6, Measurement and payment, Method 2 shall apply.

## **Construction Specification 7—Construction Surveys**

### **1. Scope**

The work consists of performing all surveys, measurements, and computations required by this specification.

### **2. Equipment and material**

Equipment for construction surveys shall be of a quality and condition to provide the required accuracy. The equipment shall be maintained in good working order and in proper adjustment at all times. Records of repairs, calibration tests, accuracy checks, and adjustments shall be maintained and be available for inspection by the engineer. Equipment shall be checked, tested, and adjusted as necessary in conformance with manufacturer's recommendations.

Material is field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and all other items necessary to perform the work specified.

### **3. Quality of work**

All work shall follow recognized professional practice and the standards of the industry unless otherwise specified in section 9 of this specification. The work shall be performed to the accuracy and detail appropriate for the type of job. Notes, sketches, and other data shall be complete, recorded neatly, legible, reproducible and organized to facilitate ease in review and allow reproduction of copies for job documentation. Survey equipment that requires little or no manual recording of field data shall have survey information documented as outlined in section 9 of this specification.

All computations shall be mathematically correct and shall include information to identify the bid item, date, and who performed, checked, and approved the computations. Computations shall be legible, complete, and clearly document the source of all information used including assumptions and measurements collected.

If a computer program is used to perform the computations, the contractor shall provide the engineer with the software identification, vendor's name, version number, and other pertinent data before beginning survey activities. Computer generated computations shall show all input data including values assigned and assumptions made.

The elevations of permanent and temporary bench marks shall be determined and recorded to the nearest 0.01 foot. Differential leveling and transit traverses shall be of such precision that the error of vertical closure in feet shall not exceed plus or minus 0.1 times the square root of the traverse distance in miles. Linear measurements shall be accurate to within 1 foot in 5,000 feet, unless otherwise specified in section 9 of this specification. The angular error of closure for transit traverses shall not exceed 1 minute times the square root of the number of angles turned.

The minimum requirements for placing slope stakes shall be at 100-foot stations for tangents, as little as 25 feet for sharp curves, breaks in the original ground surface and at any other intermediate stations necessary to ensure accurate location for construction layout and measurement. Slope stakes and cross sections shall be perpendicular to the centerline. Significant breaks in grade shall be determined for cross sections. Distances shall be measured horizontally and recorded to the nearest 0.1 foot. Side shots for interim construction stakes may be taken with a hand level.

Unless otherwise specified in section 9 of this specification, measurements for stationing and establishing the location of structures shall be made to the nearest 0.1 foot.

Elevations for concrete work, pipes, and mechanical equipment shall be determined and recorded to the nearest 0.01 foot. Elevations for earth work shall be determined and recorded to the nearest 0.1 foot.

#### **4. Primary control**

The baselines and bench marks for primary control, necessary to establish lines and grades needed for construction, are shown on the drawings and have been located on the job site.

These baselines and bench marks shall be used as the origin of all surveys, layouts, and measurements to establish construction lines and grades. The contractor shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes or control points lost or damaged by construction activity will be reestablished by the contractor or at contractor expense.

#### **5. Construction surveys**

Before work starts that requires contractor performed surveys, the contractor shall submit in writing for the engineer's review: the name, qualifications, and experience of the individuals to be assigned to the survey tasks.

**Method 1**—Contractor performed surveys shall include:

- checking and any supplemental or interim staking
- performing quantity surveys, measurements, and computations for progress payment
- other surveys as described in section 9 of this specification

**Method 2**—Contractor performed surveys shall consist of all work necessary for:

- establishing line and grade for all work
- setting slope stakes for all work
- checking and any supplemental or interim staking
- establishing final grade stakes
- performing quantity surveys, measurements, and computations for progress payment
- other surveys as described in section 9 of this specification

**Method 3**—Contractor performed surveys shall consist of all work necessary for:

- establishing line and grade for all work
- setting slope stakes for all work
- checking and any supplemental or interim staking
- establishing final grade stakes
- performing quantity surveys, measurements, and computations for progress payments
- performing original (initial) and final surveys for determinations of final quantities

- other surveys as described in section 9 of this specification.

## **6. Staking**

The construction staking required for the item shall be completed before work on any item starts. Construction staking shall be completed as follows or as otherwise specified in section 9 of this specification:

**Clearing and grubbing**—The boundary of the area(s) to be cleared and grubbed shall be staked or flagged at a maximum interval of 200 feet, closer if needed, to clearly mark the limits of work. When contractor staking is the basis for determining the area for final payment, all boundary stakes will be reviewed by the engineer before start of this work item.

**Excavation and fill**—Slope stakes shall be placed at the intersection of the specified slopes and ground line. Slope stakes and the reference stakes for slopes shall be marked with the stationing, required cut or fill, slope ratio, and horizontal distance from the centerline or other control line. The minimum requirements for placing slope stakes is outlined in section 3, Quality of work.

**Structures**—Centerline and offset reference line stakes for location, alignment, and elevation shall be placed for all structures.

## **7. Records**

All survey data shall be recorded in fully identified standard hard-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, weather data, sketches, and the personnel who performed and checked the work. Electronically generated survey data and computations shall be bound, page numbered, and cross referenced in a bound field notebook containing the index for all survey activities. All work shall follow recognized professional practice.

The construction survey records shall be available at all times during the progress of the work for examination and use by the engineer and when requested, copies shall be made available. The original field notebooks and other records shall be provided to and become the property of the owner before final payment and acceptance of all work.

Complete documentation of computations and supporting data for progress payments shall be submitted to the engineer with each invoice for payment as specified in section 9 of the specification. When the contractor is required to conduct initial and final surveys as outlined in section 5, Construction Surveys, notes shall be provided as soon as possible after completion to the engineer for the purpose of determining final payment quantities.

## **8. Payment**

**Method 1**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation of correct and accurate invoices by the contractor showing related costs and evidence of the charges of suppliers, subcontractors, and others for supplies furnished and work performed. Invoices for the total amount of the contract price will not be accepted until all surveys are complete and required documentation has been determined complete. If the total of such payments is less than the lump sum contract price for this item, the unpaid balance will be included in the final contract payment. Payment of the lump sum contract price will constitute full compensation for completion of all work under the bid item.

**Method 2**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds with progress payment amounts determined as a percentage of the total work planned as projected from the contractor's approved construction schedule. Payment of the lump sum contract price will constitute full compensation for completion of all work under this bid item.

**All Methods**—Payment will not be provided under this item for the purchase price of materials or equipment having a residual value.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the item to which they are made subsidiary are identified in section 9 of this specification.



## 9. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

### A. Bid Item 4, Construction Surveys

1. The Engineer will perform initial project baseline layout, initial work limits staking, clearing limits, and any initial and final surveys required to establish final pay quantities. The Engineer will also perform quality assurance surveys as deemed necessary to verify contractor quality control activities.

Due to potential ongoing erosion, interim erosion control projects, or other activities that may have occurred since the project was surveyed and designed, there will likely be minor modifications to the baseline and profile shown on the drawings, as well as changes to planned quantities. Such modifications, including initial field layout of the baseline, will be performed by the Engineer.

2. A GPS machine control equipped excavator is encouraged for placement of riprap. If requested by the Contractor, the Engineer will provide the Contractor with digital terrain models of the specified surfaces, as well digital data for project horizontal and vertical alignments.
3. In Section 3, Quality of work, it is recognized that survey instruments capable of electronic data recording will likely be utilized on this project. Survey operations utilizing electronic data recording shall include handwritten hardcopy notes clearly stating control points used, instrument point details (coordinates, elevation, description), weather conditions, start and stop times of survey operations, survey personnel performing the work, and any anomalies, difficulties encountered, or errors in the electronic data. Survey data (electronic and hardcopy) shall be furnished to Contracting Officer at any time upon request, as either raw data or coordinate data, as requested.

Any computations performed for submittal to the Contracting Officer require an independent check. All computations require original signature from both the individual performing the computations and the individual checking the computations.

4. In Section 5, Construction surveys, Method 2 shall apply. Contractor shall also perform all necessary surveys not noted in Section 9.A.1 of this specification.
5. In Section 7, Records, each progress payment request shall require an original set of computations and a copy of all supporting data used in determining the requested payment. The submittal cover and each page of the computations shall be signed by the person performing the computations and the individual performing the independent check of the computations.
6. In Section 8, Payment, no method shall apply. Payment shall be directly proportional to the percentage of the total combined earthfill and riprap quantities installed in accordance with construction specification 21, Bid Item 7, Earthfill, and construction specification 61, Bid Item 9, Rock Riprap, not to exceed the lump sum contract quantity for this bid item. When the total of such payments is less than the lump sum contract price for this bid item, the balance remaining shall be included in the final contract payment.

## **Construction Specification 8—Mobilization and Demobilization**

### **1. Scope**

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

### **2. Equipment and material**

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

### **3. Payment**

Payment will be made as the work proceeds, after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. When the total of such payments is less than the lump sum contract price, the balance remaining will be included in the final contract payment. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for completion of the work.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

#### **4. Items of work and construction details**

Items of work to be performed in conformance with this specification and the construction details are:

##### **A. Bid Item 5, Mobilization and Demobilization**

1. All roads utilized as haul routes or travel corridors shall be continuously maintained in smooth condition well suited to all public traffic in the community. At the completion of the project, all roads and haul roads shall be returned to their pre-construction condition or better.

# **Construction Specification 9—Traffic Control**

## **1. Scope**

The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way.

## **2. Traffic and access**

The contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority. Contractor's authorized closing or detour plans shall be provided to the engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control locations. Facility access shall be continuous and unobstructed unless otherwise approved.

## **3. Storage of equipment and material in public streets**

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill as specified in section 5 of this specification, shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

## **4. Street closures, detours, and barricades**

The contractor shall comply with the requirements of all applicable responsible units of government for closure of any street, road, or highway. The contractor shall provide the required barriers, guards, lights, signs, temporary bridges, and flaggers together with informing the public of any detours and construction hazards by the most suitable means available, such as local newspapers or radio stations. The contractor is also responsible for compliance with additional public safety requirements that may arise during construction. The contractor shall furnish, install, and, upon completion of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

Unless otherwise specified, the contractor shall notify, in writing, the fire chief, police chief, county sheriff, state patrol, schools that operate school buses, or any other government official as may be appropriate no less than 7 days before closing, partly closing, or reopening any street, road, or highway.

Unless otherwise specified, the contractor shall furnish to the engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for street detours and closures.

All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This may include dust control, grading, and graveling as required in section 7 of this specification.

#### **5. General and specific references**

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and the latest edition of *Standard Highway Signs and Standard Alphabets for Highway Signs* and/or OSHA *Construction Industry Standards (29 CFR Part 1926), Subpart G, Signs, Signals, and Barricades* unless otherwise specified in section 7 of this specification.

#### **6. Measurement and payment**

For items of work for which specific lump sum prices are established in the contract, payment for the work is made at the contract lump sum price. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required unless otherwise specified in section 7 of this specification. Payment will constitute full compensation for all flaggers, labor, materials, equipment, and all other items necessary and incidental to completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in section 7 of this specification.

## **7. Items of work and construction details**

Items of work to be performed in conformance with this specification and the construction details are:

### **A. Subsidiary Item, Traffic Control**

1. This item shall consist of all necessary signage, barricades, and personnel to safely control the local traffic around and through the project site. Access to private property shall be maintained. The Contractor shall cooperate with the City of Valdez and the Alaska Department of Transportation and Public Facilities regarding acceptable road closures, detours, schedules, haul routes, and other applicable items to ensure that adequate public travel and access is maintained.
2. In Section 6, Measurement and payment, no separate payment will be made for Traffic Control. Compensation for Traffic Control will be included in payment for Bid Item 9, Rock Riprap.

# Construction Specification 10—Water for Construction

## 1. Scope

The work consists of furnishing, transporting, measuring, and applying water as specified.

## 2. Facilities and equipment

The contractor shall install and maintain access and haul roads and furnish, operate, and maintain all pumps, meters, piping, tanks, storage, and other facilities required to load, transport, store, distribute, and use construction water as specified.

These facilities shall be equipped with accurate, work dedicated meters; tanks of known volume; or other devices that provide a correct measurement of water supplied. Meters shall be installed at the point of delivery into water hauling equipment or application system, such as sprinkler systems or flooding systems, as specified.

## 3. Dust abatement and haul road maintenance

Water for dust abatement and haul road maintenance shall be applied to haul roads and other dust producing areas as needed to prevent air pollution or excessive dust (which causes impaired vision on trafficked roads and in work areas) and to maintain the roads in good condition for safe and efficient operation during periods of use. Roads that may be jointly used with the public and by the contractor's equipment shall have dust abatement provisions acceptable to the public entity that has road maintenance responsibility. Compensation for water used for dust abatement and haul road maintenance shall be as specified in section 8 of this specification.

## 4. Earthfill, drainfill, and rockfill

Water required for proper installation of earthfill, drainfill, and/or rockfill shall be used in the fill materials as specified in the applicable construction specification(s). Compensation for construction water used for earthfill, drainfill, and/or rockfill shall be as specified in section 8 of this specification.

## 5. Concrete, mortar, and grout

Water required in the mixing or curing of concrete, shotcrete, roller compacted concrete, or other portland cement mortar or grout shall meet the requirements of the applicable construction specifications and shall be used in conformance with those specifications. Payment for construction water used in these items is covered by the applicable concrete, mortar, or grout specification, or a combination of these.

## 6. Other construction requiring water

Water required and used for other construction activities under this contract, but not specifically covered by this specification shall be considered subsidiary to the item(s) of work that requires its use.

## 7. Measurement and payment

**Method 1**—For water items for which specific unit prices are established in the contract, the volume of water furnished and used in accordance with the specifications will be measured to the nearest 1,000 gallons.

Payment for water is made at the contract unit price. Such payment will constitute full compensation for the direct costs of water. All other costs necessary for transportation, distribution, and application are subsidiary to the items of work with which they are associated.

**Method 2**—For water items for which specific unit prices are established in the contract, the volume of water furnished and used in accordance with the specifications will be measured to the nearest 1,000 gallons.

Payment for water and the cost associated with transportation, distribution, and application is made at the contract unit price. Such payment will constitute full compensation for completion of the work.

**Method 3**—For water items for which specific unit prices are established in the contract, the volume of water used in accordance with the specifications will be measured to the nearest 1,000 gallons.

Payment for water is made at the contract unit price. Such payment, excluding water cost, will constitute full compensation for completion of the work.

**All methods**—The following provisions apply to all methods of measurement and payment:

- The measurement for payment will include all water used except as noted in sections 5, 6, and 8 of this specification. Measurement for payment will not include water that is used inappropriately or in excess of that needed to accomplish the specified task.
- Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8 of this specification.



## **8. Items of work and construction details**

Items of work to be performed in conformance with this specification and construction details are:

### **A. Subsidiary Item, Water for Construction**

1. This item shall consist of furnishing, hauling, and applying water as necessary to thoroughly control dust on haul roads, haul routes, and other areas generating dust during the construction period, as well as any other water needs for the project.
2. Water shall be obtained from a site of contractor's choosing in accordance with all local, state, and federal permits and regulations. Prior to commencement of construction, contractor shall furnish the Contracting Officer a copy of the permit or other document clearly showing legal permission for contractor to obtain water by stated method, at a specific location, and maximum allowable quantity. Sprinkler trucks or pumps shall be equipped with a means of accurately measuring the volume of water withdrawn and applied. Upon written request from the contractor, the Contracting Officer will consider alternate means of dust control if the Contractor can successfully demonstrate effectiveness of the proposed method.
3. Water for construction shall be free from heavy metals, toxic chemicals, e coli, and other known contaminants. Water shall also be free of or contain very low amounts of suspended sediment.
4. In Section 7, Measurement and payment, no separate payment will be made for Water for Construction. Compensation for Water for Construction will be included in the payment for Bid Item 2, Pollution Control.

# Construction Specification 11—Removal of Water

## 1. Scope

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

## 2. Diverting surface water

The contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert streamflow and other surface water through or around the construction site. Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainageway that the water would have reached before being diverted.

The contractor shall furnish the contracting officer, in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required, unless waived in section 8 of this specification. Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities related to this activity during the process of completing the work as specified.

## 3. Dewatering the construction site

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

The contractor shall furnish the contracting officer, in writing, a proposed plan for dewatering before commencing with any construction activity for which dewatering may be required, unless waived in section 8 of this specification. Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities for completing the specified work.

## 4. Dewatering borrow areas

The contractor shall maintain all borrow areas free of surface water or otherwise provide for timely and effective removal of surface and subsurface water that accumulates within the borrow area, unless waived in section 8 of this specification. Borrow material shall be processed as necessary to achieve proper and uniform moisture content at the time of placement.

If pumping to dewater borrow areas is included as a bid item of work in the bid schedule, each pump discharge pipe shall be equipped with a water meter. The meter shall be such that the measured quantity of water is accurate within 3 percent of the true quantity. The contractor shall provide necessary support to perform accuracy tests of the water meter when requested by the contracting officer.

## **5. Erosion and pollution control**

Removal of water from the construction site, including the borrow areas, shall be accomplished so that erosion and the transporting of sediment and other pollutants are minimized. Dewatering activities shall be accomplished in a manner that the water table water quality is not altered. Pollution control activities shall not conflict with the requirements of Construction Specification 5, Pollution Control, if it is a part of this contract.

## **6. Removal of temporary works**

When temporary works are no longer needed, the contractor shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary works were located shall be graded for sightly appearance with no obstruction to natural surface waterflows or the proper functioning and access to the works of improvement installed. The contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Pipes, casings, and any other material used to dewater the site shall be removed from temporary wells. The wells shall be filled to ground level with clean gravel or other suitable material approved by the contracting officer. The contractor shall exercise extreme care to prevent pollution of the ground water by these actions.

## **7. Measurement and payment**

**Method 1**—Items of work listed in the bid schedule for removal of water, diverting surface water, and dewatering construction sites and borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

**Method 2**—Items of work listed in the bid schedule for removal of water, diverting surface water, dewatering construction sites, and dewatering borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for furnishing, installing, operating, and maintaining the necessary trenches, drains, sumps, pumps, and piping and for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. The exception is that additional payment for pumping to dewater borrow areas and the removal of water will be made as described in the following paragraph.

If pumping to dewater borrow areas is a contract bid item, payment is made at the contract unit price, which shall be the price per 1,000 gallons shown in the bid schedule. Such payment will constitute full compensation for pumping only. Compensation for equipment and preparation and for other costs associated with pumping is included in the lump sum payment for removal of water or the lump sum payment for dewatering the borrow areas. Payment is made only for pumping that is necessary to dewater borrow areas that cannot be effectively drained by gravity or that must have the water table lowered to be usable as a suitable borrow source. Pumping for other purposes will not be included for payment under this item.

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

## **8. Items of work and construction details**

### **A. Subsidiary Item, Removal of Water**

1. This item shall consist of all water removal that may be conducted as part of the Contractor's chosen method of construction. No water removal is expressly required, but water removal in accordance with this specification is allowed.
2. Water shall be removed in accordance with all local, state, and federal laws, permits, and regulations. Prior to removal of water, the Contractor shall furnish the Contracting Officer with a copy of the permit or other document showing legal permission for the removal, diversion, and/or discharge the water by the stated method, at a specific location, including the maximum allowable quantity and timeframe, if applicable.
3. In Section 3, Dewatering the construction site, the requirement to submit a proposed dewatering plan to the Contracting Officer is initially waived. If the Contracting Officer, at any time during the project, believes that a dewatering plan is necessary, the Contracting Officer will notify the contractor, and the Contractor shall submit a dewatering plan at least 3 days prior to dewatering.
4. In Section 7, Measurement and payment, no separate payment will be made for Removal of Water. Compensation for Removal of Water will be included in the payment for Bid Item 2, Pollution Control.

# Construction Specification 21—Excavation

## 1. Scope

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials.

## 2. Classification

Excavation is classified as common excavation, rock excavation, or unclassified excavation in accordance with the following definitions.

*Common excavation* is defined as the excavation of all materials that can be excavated, transported, and unloaded using heavy ripping equipment and wheel tractor-scrapers with pusher tractors or that can be excavated and dumped into place or loaded onto hauling equipment by excavators having a rated capacity of one cubic yard or larger and equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.

*Rock excavation* is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than 1 cubic yard encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation. The presence of isolated boulders or rock fragments larger than 1 cubic yard is not in itself sufficient cause to change the classification of the surrounding material.

For the purpose of these classifications, the following definitions shall apply:

*Heavy ripping equipment* is a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track type tractor having a power rating of at least 250 flywheel horsepower unless otherwise specified in section 10.

*Wheel tractor-scraper* is a self-loading (not elevating) and unloading scraper having a struck bowl capacity of at least 12 cubic yards.

*Pusher tractor* is a track type tractor having a power rating of at least 250 flywheel horsepower equipped with appropriate attachments.

*Unclassified excavation* is defined as the excavation of all materials encountered, including rock materials, regardless of their nature or the manner in which they are removed.

## 3. Blasting

The transportation, handling, storage, and use of dynamite and other explosives shall be directed and supervised by a person(s) of proven experience and ability who is authorized and qualified to conduct blasting operations.

Blasting shall be done in a manner as to prevent damage to the work or unnecessary fracturing of the underlying rock materials and shall conform to any special requirements in section 10 of this specification. When specified in section 10, the contractor shall furnish the engineer, in writing, a blasting plan before blasting operations begin.

#### **4. Use of excavated material**

**Method 1**—To the extent they are needed, all suitable material from the specified excavations shall be used in the construction of required permanent earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer. The contractor shall not waste or otherwise dispose of suitable excavated material.

**Method 2**—Suitable material from the specified excavations may be used in the construction of required earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer.

#### **5. Disposal of waste materials**

**Method 1**—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of at the locations shown on the drawings.

**Method 2**—All surplus or unsuitable excavated materials are designated as waste and shall be disposed of by the contractor at sites of his own choosing away from the site of the work. The disposal shall be in an environmentally acceptable manner that does not violate local rules and regulations.

#### **6. Excavation limits**

Excavations shall comply with OSHA Construction Industry Standards (29CFR Part 1926) Subpart P, Excavations, Trenching, and Shoring. All excavations shall be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations shall be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work. Excavations outside the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the contractor in constructing and maintaining a safe and stable excavation.

#### **7. Borrow excavation**

When the quantities of suitable material obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, additional material shall be obtained from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as specified in section 10 or as approved by the engineer.

Borrow pits shall be excavated and finally dressed to blend with the existing topography and sloped to prevent ponding and to provide drainage.

#### **8. Overexcavation**

Excavation in rock beyond the specified lines and grades shall be corrected by filling the resulting voids with portland cement concrete made of materials and mix proportions approved by the engineer. Concrete that will be exposed to the atmosphere when construction is completed shall meet the requirements of concrete selected for use under Construction Specification 31, Concrete for Major Structures, or 32, Structure Concrete, as appropriate.

Concrete that will be permanently covered shall contain not less than five bags of cement per cubic yard. The concrete shall be placed and cured as specified by the engineer.

Excavation in earth beyond the specified lines and grades shall be corrected by filling the resulting voids with approved, compacted earthfill. The exception to this is that if the earth is to become the subgrade for riprap, rockfill, sand or gravel bedding, or drainfill, the voids may be filled with material conforming to the specifications for the riprap, rockfill, bedding, or drainfill. Before correcting an overexcavation

condition, the contractor shall review the planned corrective action with the engineer and obtain approval of the corrective measures.

## **9. Measurement and payment**

For items of work for which specific unit prices are established in the contract, the volume of each type and class of excavation within the specified pay limits is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas or by methods outlined in section 10 of this specification. Regardless of quantities excavated, the measurement for payment is made to the specified pay limits except that excavation outside the specified lines and grades directed by the engineer to remove unsuitable material is included. Excavation required because unsuitable conditions result from the contractor's improper construction operations, as determined by the engineer, is not included for measurement and payment.

**Method 1**—The pay limits shall be as designated on the drawings.

**Method 2**—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits shall be the neat lines and grades shown on the drawings.

**Method 3**—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits shall be the true surface of the completed excavation as directed by the engineer.

**Method 4**—The pay limits shall be defined as follows:

- a. The upper limit shall be the original ground surface as it existed before the start of construction operations except that where excavation is performed within areas designated for previous excavation or earthfill, the upper limit shall be the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower limit shall be at the bottom surface of the proposed structure.
- c. The lateral limits shall be 18 inches outside of the outside surface of the proposed structure or shall be vertical planes 18 inches outside of and parallel to the footings, whichever gives the larger pay quantity, except as provided in d below.
- d. For trapezoidal channel linings or similar structures that are to be supported upon the sides of the excavation without intervening forms, the lateral limits shall be at the underside of the proposed lining or structure.
- e. For the purposes of the definitions in b, c, and d, above, any specified bedding or drainfill directly beneath or beside the structure will be considered to be a part of the structure.

**All methods**—The following provisions apply to all methods of measurement and payment.

Payment for each type and class of excavation is made at the contract unit price for that type and class of excavation. Such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the performance of the work except that extra payment for backfilling overexcavation will be made in accordance with the following provisions.

Payment for backfilling overexcavation, as specified in section 8 of this specification, is made only if the excavation outside specified lines and grades is directed by the engineer to remove unsuitable material and if the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.



## **10. Items of work and construction details**

Items of work to be performed in conformance with this specification and the construction details are:

### **A. Bid Item 6, Excavation, Unclassified**

1. This item shall consist of all unclassified excavation required to shape the subgrade in preparation for installation of the rock riprap, in accordance with the construction drawings, including any minor modifications as may be deemed necessary by the Engineer due to ongoing erosion or other activities that may have occurred at the site.
2. If any archeological items are found during excavation, the work at that location shall cease immediately pending review by the State Historical Preservation Officer. No work shall recommence in the area until written approval is received from the Contracting Officer.
3. In Section 3, Blasting, blasting is not allowed.
4. In Section 4, Use of excavated material, Method 2 shall apply. Suitability of material for use shall be determined based on test methods and results specified in Section 10 of Construction Specification 23, Earthfill.
5. In Section 5, Disposal of waste materials, Method 2 shall apply.
6. In Section 7, Borrow excavation, no designated borrow areas have been specified. If additional borrow is required to obtain the necessary earthfill quantity for Bid Item 7, Earthfill, the borrow site(s) shall be of the contractor's choosing. Borrow operations shall comply with all local, state, and federal laws, as well as any additional requirements imposed by the owner of the borrow area.
7. In Section 9, Measurement and payment, Method 2 shall apply. In order to account for any erosion or deposition that may have occurred between the time of the design survey and the actual date of construction, the Engineer reserves the right to resurvey the original ground surface at the start of construction operations, and adjust the project baseline, as well as the excavation quantities.

## **Construction Specification 23—Earthfill**

### **1. Scope**

The work consists of the construction of earth embankments, other earthfills, and earth backfills required by the drawings and specifications.

Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.

Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers or vibrating plates, or their equivalent.

### **2. Material**

All fill material shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills shall be subject to approval by the engineer.

Fill materials shall contain no frozen soil, sod, brush, roots, or other perishable material. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The types of material used in the various fills shall be as listed and described in the specifications and drawings.

### **3. Foundation preparation**

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable material or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at such a moisture content that the earthfill can be compacted against them to produce a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose material by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill, except in dams and other structures designed to restrain the movement of water, shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be no steeper than one horizontal to one vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

#### **4. Placement**

Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Earthfill shall not be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the earthfill matrix.

Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified in section 10 or shown on the drawings. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers.

Earth backfill shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earthfill and earth backfill in dams, levees, and other structures designed to restrain the movement of water shall be placed to meet the following additional requirements:

- (a) The distribution of materials throughout each zone shall be essentially uniform, and the earthfill shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material. Zone earthfills shall be constructed concurrently unless otherwise specified.
- (b) The surface of each layer shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
- (c) The top surface of embankments shall be maintained approximately level during construction with two exceptions: A crown or cross-slope of about 2 percent shall be maintained to ensure effective drainage, or as otherwise specified for drainfill or sectional zones.
- (d) Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of streamflow during construction are specifically authorized in the contract.
- (e) Embankments built at different levels as described under (c) or (d) above shall be constructed so that the slope of the bonding surfaces between embankment in place and embankment to be placed is not steeper than 3 feet horizontal to 1 foot vertical. The bonding surface of the embankment in place shall be stripped of all material not meeting the requirements of this specification and shall be scarified, moistened, and recompacted when the new earthfill is placed against it. This ensures a good bond with the new earthfill and obtains the specified moisture content and density at the contact of the in-place and new earthfills.

#### **5. Control of moisture content**

During placement and compaction of earthfill and earth backfill, the moisture content of the material being placed shall be maintained within the specified range.

The application of water to the earthfill material shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the material after placement on the earthfill, if necessary. Uniform moisture distribution shall be obtained by diskings.

Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill or a foundation or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content before placement of the next layer of earthfill.

## **6. Compaction**

**Earthfill**—Earthfill shall be compacted according to the following requirements for the class of compaction specified:

**Class A compaction**—Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified in Section 10 or identified on the drawings. The earthfill matrix is defined as the portion of the earthfill material finer than the maximum particle size allowed in the reference compaction test method specified (ASTM D698 or ASTM D1557).

**Class B compaction**—Each layer of earthfill shall be compacted to a mass density not less than the minimum density specified.

**Class C compaction**—Each layer of earthfill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

**Earth backfill**—Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in-place earth material or adjacent required earthfill or earth backfill. Compaction shall be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers shall not be operated within 3 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

The passage of heavy equipment will not be allowed:

- Over cast-in-place conduits within 14-days after placement of the concrete
- Over cradled or bedded precast conduits within 7 days after placement of the concrete cradle or bedding
- Over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or 3 feet, whichever is greater, except as may be specified in section 10.

Compacting of earth backfill adjacent to structures shall not be started until the concrete has attained the strength specified in section 10 for this purpose. The strength is determined by compression testing of test cylinders cast by the contractor's quality control personnel for this purpose and cured at the work site in the manner specified in ASTM C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

<b>Structure</b>	<b>Time interval (days)</b>
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1
Cantilever outlet bents (backfilled both sides simultaneously)	3

### **7. Reworking or removal and replacement of defective earthfill**

Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

### **8. Testing**

During the course of the work, the contractor shall perform quality control tests, as applicable, to identify earthfill and earth backfill materials; determine the reference maximum density and optimum moisture content; and document that the moisture content of material at the time of compaction and the density of earthfill and earth backfill in place conform to the requirements of this specification.

*Determining Reference Maximum Density and Optimum Moisture Content*—For Class A compaction, the reference maximum density and optimum moisture content shall be determined in accordance with the compaction test and method specified on the drawings or in section 10.

*Documenting Specification Conformance*—In-place densities of earthfill and earth backfill requiring Class A compaction shall be measured in accordance with ASTM D1556, D2167, D2937, or D6938. Moisture contents of earthfill and earth backfill at the time of compaction shall be measured in accordance with ASTM D2216, D4643, or D6938. Values of moisture content determined by ASTM D2216 are considered the true value of the soil moisture. Values of moisture content determined by ASTM D4643 or D6938 shall be verified by comparison to values obtained by ASTM D2216. Values of in-place density and moisture content determined by these tests shall be compared to the minimum density and moisture content range specified on the drawings or in section 10.

*Correction for Oversize Particles*—If the materials to be used for earthfill or earth backfill contain more than 5 percent by dry weight of oversize rock particles (particles larger than those allowed in the specified compaction test and method), corrections for oversize particles shall be made using the appropriate procedures explained in ASTM D4718.

### **9. Measurement and payment**

For items of work for which specific unit prices are established in the contract, the volume of each type and compaction class of earthfill and earth backfill within the specified zone boundaries and pay limits is

measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Unless otherwise specified in section 10, no deduction in volume is made for embedded items, such as, but not limited to, conduits, inlet structures, outlet structures, embankment drains, sand diaphragm and outlet, and their appurtenances.

The pay limits shall be as defined below, with the further provision that earthfill required to fill voids resulting from overexcavation of the foundation, outside the specified lines and grades, will be included in the measurement for payment only under the following conditions:

- Where such overexcavation is directed by the engineer to remove unsuitable material, and
- Where the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.

Earthfill beyond the specified lines and grades to backfill excavation required for compliance with OSHA requirements will be considered subsidiary to the earthfill bid item(s).

**Method 1**—The pay limits shall be as designated on the drawings.

**Method 2**—The pay limits shall be the measured surface of the foundation when approved for placement of the earthfill and the specified neat lines of the earthfill surface.

**Method 3**—The pay limits shall be the measured surface of the foundation when approved for placement of the earthfill and the measured surface of the completed earthfill.

**Method 4**—The pay limits shall be the specified pay limits for excavation and the specified neat lines of the earthfill surface.

**Method 5**—The pay limits shall be the specified pay limits for excavation and the measured surface of the completed earthfill.

**Method 6**—Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

**Method 7**—Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work except furnishing, transporting, and applying water to the foundation and earthfill material. Water applied to the foundation and earthfill material is measured and payment made as specified in Construction Specification 10.

**All methods**—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

## 10. Items of work and construction details

Items of work to be performed in conformance with this specification and the construction details are:

### A. Bid Item 7, Earthfill

1. This item shall consist of furnishing, placing, and compacting earthfill materials to construct the training dike, as well as the access road and ramp, in accordance with the construction drawings, including any minor modifications as may be deemed necessary by the Engineer due to ongoing erosion or other activities that may have occurred at the site.
2. In Section 2, Material, earthfill materials shall be obtained from a site of the Contractor's choosing outside of the work limits, except that material excavated under Bid Item 6, Excavation, Unclassified, shall be allowed, provided that it meets gradation requirements specified below. Organics, foreign substances, or contaminated soil shall not be incorporated or allowed in the earthfill material.

Earthfill shall meet the following gradation requirements:

Size Opening	Percent Passing by Dry Weight
6 inches	100
1 inch	60-100
No. 4	30-55
No. 40	5-20
No. 200	0-5

3. In Section 3, Foundation preparation, earth foundation surfaces which contain more than 12% fines by weight (passing the #200 sieve) shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. No foundation preparation shall be required for foundations with 12% or fewer fines, except as specified in construction specification 2, Clearing and Grubbing, Bid Item 1, Clearing and Grubbing.
4. In Section 4, Placement, placement on a frozen foundation is allowed.
5. In Section 5, Control of moisture content, the foundation and earthfill shall be free of dilatancy or free water. No other moisture requirements shall apply.
6. In Section 6, Compaction, Class C compaction shall apply. The following compaction methods shall be used:
  - a. Maximum lift thickness prior to compaction shall be 10 inches.
  - b. Compaction shall be accomplished by at least two passes of a single or dual smooth-drum, ride-on, vibrating compactor, over 100% of the surface of the earthfill area.

The compactor shall be capable of applying a minimum linear static force of 100 pounds per inch, and be capable of a vibratory frequency of at least 2,000 vibrations per minute. The maximum operation speed during active compaction shall be 2 miles per hour (3 feet per second).

- c. Scarification between earthfill lifts is not required.
- 7. Earthfill tolerances shall be -0.1 feet to +0.2 feet.
- 8. In Section 9, Measurement and payment, Method 2 shall be used for measurement. The computation method of average cross-sectional end area shall not apply. Instead, the volume of earthfill shall be measured and computed to the nearest cubic yard by the composite volume method. For payment, Method 6 shall apply.

B. Subsidiary Item, Backfill

- 1. This item shall consist of furnishing and placing backfill near the constructed riprap toe, and in some cases, over the constructed riprap toe, as shown on the drawings.
- 2. In Section 2, Material, to the extent possible, backfill materials shall be obtained from stockpiles of granular material excavated for construction of the riprap revetment. If additional quantities of backfill material are required, they shall be obtained from a site of the Contractor's choosing outside of the work limits, in compliance with all local, state, and federal laws and regulations. Backfill materials shall consist of soils classified under the Unified Soil Classification System that match the classification of the subgrade materials.
- 3. In Section 3, Foundation preparation, no foundation preparation is required.
- 4. In Section 5, Control of moisture content, no moisture requirements shall apply.
- 5. In Section 6, Compaction, no compaction is required.
- 6. In Section 9, Measurement and payment, no separate payment will be made for Backfill. Compensation for Backfill will be included in the payment for Bid Item 9, Rock Riprap.



# Construction Specification 61—Rock Riprap

## 1. Scope

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

## 2. Material

Rock riprap shall conform to the requirements of Material Specification 523, Rock for Riprap, or if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor shall provide the contracting officer's technical representative (COTR) free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in section 8.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size of rock	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

When specified in Section 8 or when it is necessary to verify the gradation of the rock riprap, a particle size analysis shall be performed in accordance with ASTM D5519. The analysis shall be performed at the work site on a test pile of representative rock. The mass of the test pile shall be at least 20 times the mass of the largest rock in the pile.

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

**Filter or bedding aggregates** when required shall conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified. Geotextiles shall conform to Material Specification 592, Geotextile.

## 3. Subgrade preparation

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

#### **4. Equipment-placed rock riprap**

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

#### **5. Hand placed rock riprap**

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

#### **6. Filter or bedding**

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

#### **7. Measurement and payment**

**Method 1**—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. The volume of each type of filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas. For each load of rock riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

**Method 2**—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

**Method 3**—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap and filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

**Method 4**—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap, including filter and bedding aggregate, is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, including filter and bedding. Such payment is considered full compensation for completion of the work.

**Method 5**—For items of work for which specific unit prices are established by the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. For each load of rock for riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

**Method 6**—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

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

No separate payment is made for testing the gradation of the test pile. Compensation for testing is included in the appropriate bid item for riprap.

## 8. Items of work and construction details

Items of work to be performed in conformance with this specification and construction details are:

### A. Bid Item 9, Rock Riprap

1. This item shall consist of furnishing, transporting, and placement of the rock riprap as shown on the drawings.
2. In Section 2, Materials,
  - a. Rock Riprap shall be rock type 2, in accordance with Material Specification 523, Rock for Riprap, and shall be graded as follows:

Size Opening	Percent Passing by Dry Weight
40 inches	100
30 inches	55-80
24 inches	35-60
12 inches	10-30
6 inches	0-5

- b. If a gradation test on the rock riprap does not meet contract requirements, the Contractor shall completely rework the entire portion of the riprap for which the test is representative, in a manner devised by the Contractor to bring the gradation into compliance. Simply stirring the pile in place or scattering additional rock of a specified quantity onto the stockpile or placed riprap surface will not constitute adequate re-working prior to conducting a follow-up gradation test.
    - c. Rock Riprap shall be angular or sub-angular, produced by blasting or other means. River rock or other sources of rounded or sub-rounded rock are not allowed.
  3. In Section 4, Equipment-placed rock riprap,
    - a. A thumb-equipped excavator shall be utilized for placement of all riprap. Rock riprap shall not be installed by dumping directly from a truck or loader, but shall instead be specifically placed using a grab-position-place operation with the excavator bucket and thumb.
    - b. Rock riprap shall be handled, stockpiled, and placed in a manner that avoids segregation. This includes limiting any stockpile height to a maximum of eight feet (8'), avoiding bucking of the stockpile, and taking care to distribute rock sizes equally during loading, hauling, and placement with the excavator.
  4. In Section 6, Filter or bedding, no filter or bedding is required.

5. In Section 7, Measurement and payment, Method 3 shall apply. The measurement method of average cross-sectional end area shall not apply. Instead, after final placement, the volume of rock riprap shall be measured and computed to the nearest cubic yard by the composite volume method.

Such payment will constitute full payment for the following related Subsidiary Items:

Traffic Control; and  
Backfill.

**B. Bid Item 8, Gradation Testing, Rock Riprap**

1. This item shall consist of furnishing all equipment, tools, materials, and personnel necessary to conduct gradation testing of the Rock Riprap.
2. In Section 2, Material,
  - a. The Contractor shall give the Engineer at least a 24 hour advance notice of all gradation tests, to give the Engineer the opportunity to observe the Contractor's testing procedures. The Engineer may forfeit the opportunity to observe any or all tests at his discretion.
  - b. Gradation testing shall be performed in accordance with ASTM D5519, Test Method C, with the following change: Instead of converting the rock sizes to masses using a formula or nomograph, the piles of various size ranges shall be weighed using a scale of suitable precision and accuracy to meet the test method requirements. Single opening sieve templates shall be used in determining sizes. The minimum sample mass shall be 80,000 pounds.
  - c. At a minimum, a gradation test shall be conducted prior to the placement of any rock and every 2,500 cubic yards thereafter. If the rock riprap material is stockpiled, gradation tests shall be conducted as each 2,500 cubic yards is stockpiled, rather than after all stockpiling is complete. The Engineer or his representative shall have the option to select the location in the stockpile from which the test samples are taken. A complete copy of the data sheets, calculation sheets, final gradation, and any other pertinent data shall be furnished to the Contracting Officer with the daily report required in Construction Specification 94, Bid Item 10, Contractor Quality Control. Data from all tests shall be submitted, regardless of whether the test passes or fails.
3. Section 7, Measurement and payment, none of the methods shall apply. Instead, payment will be made at the contract unit price for each gradation test completed in accordance with the specifications. No payment shall be made for failing tests. No payment shall be made for quantities exceeding those in the bid schedule, except in the case where the Engineer directs the Contractor to conduct additional test(s), and the results indicate a passing test.

# Construction Specification 94—Contractor Quality Control

## 1. Scope

The work consists of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

## 2. Equipment and materials

Equipment and material used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the engineer at all times. Equipment shall be operated and maintained by qualified operators as prescribed in the manufacturer's operating instructions, the references specified, and as specified in section 10 of this specification. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the contract or in section 10.

All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

## 3. Quality control system

**Method 1**—The contractor shall develop, implement, and maintain a system of quality control to provide the specified material testing and verification of material quality before use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken, and document the final results. The identification of the quality control personnel and their duties and authorities shall be submitted to the contracting officer in writing within 15 calendar days after notice of award.

**Method 2**—The contractor shall develop, implement, and maintain a system adequate to achieve the specified quality of all work performed, material incorporated, and equipment furnished before use. The system established shall be documented in a written plan developed by the contractor and approved by the contracting officer. The system activities shall include the material testing and inspection needed to verify the adequacy of completed work and procedures to be followed when corrective action is required. Daily records to substantiate the conduct of the system shall be maintained by the contractor. The quality control plan shall cover all aspects of quality control and shall address, as a minimum, all specified testing and inspection requirements. The plan provided shall be consistent with the planned performance in the contractor's approved construction schedule. The plan shall identify the contractor's onsite quality control manager and provide an organizational listing of all quality control personnel and their specific duties. The written plan shall be submitted to the contracting officer within 15 calendar days after notice of award. The contractor shall not proceed with any construction activity that requires inspection until the written plan is approved by the contracting officer.

**All methods**—The quality control system shall include, but not be limited to, a rigorous examination of construction material, processes, and operation, including testing of material and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

## 4. Quality control personnel

**Method 1**—Quality control activities shall be accomplished by competent personnel. A competent person is: One who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing

laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The Contractor shall submit to the Contracting Officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

**Method 2**—Quality control activities shall be accomplished by competent personnel who are separate and apart from line supervision and who report directly to management. A competent person is one who is experienced and capable of identifying, evaluating, and documenting that material and processes being used will result in work that complies with the contract, and who has authorization to take prompt action to remove, replace, or correct such work or products not in compliance. Offsite testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The contractor shall submit to the contracting officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

## **5. Post-award conference**

The contractor shall meet with the contracting officer before any work begins and discuss the contractor's quality control system. The contracting officer and the contractor shall develop a mutual understanding regarding the quality control system, including procedures for correcting quality control issues.

## **6. Records**

The contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be on forms approved by the contracting officer, be legible, and be dated and signed by the competent person creating the record.

Unless otherwise specified in section 10 of this specification, records shall include:

- a. Documentation of shop drawings including date submitted to and date approved by the contracting officer, results of examinations, any need for changes or modifications, manufacturer's recommendations and certifications, if any, and signature of the authorized examiner.
- b. Documentation of material delivered including quantity, storage location, and results of quality control examinations and tests.
- c. Type, number, date, time, and name of individual performing quality control activities.
- d. The material or item inspected and tested, the location and extent of such material or item, and a description of conditions observed and test results obtained during the quality control activity.
- e. The determination that the material or item met the contract provisions and documentation that the engineer was notified.
- f. For deficient work, the nature of the defects, specifications not met, corrective action taken, and results of quality control activities on the corrected material or item.

## **7. Reporting results**

The results of contractor quality control inspections and tests shall be communicated to the engineer immediately upon completion of the inspection or test. Unless otherwise specified in section 10, the original plus one copy of all records, inspections, tests performed, and material testing reports shall be submitted to the engineer within one working day of completion. The original plus one copy of documentation of material delivered shall be submitted to the engineer before the material is used.

## **8. Access**

The contracting officer and the engineer shall be given free access to all testing equipment, facilities, sites, and related records for the duration of the contract.

## **9. Payment**

**Method 1**—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation by the contractor of invoices showing related costs and evidence of charges by suppliers, subcontractors, and others for furnishing supplies and work performed. If the total of such payments is less than the lump sum contract price for this item, the remaining balance is included in the final contract payment. Payment of the lump sum contract price constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

**Method 2**—For items of work for which lump sum prices are established in the contract, payment is prorated and paid in equal amounts on each monthly estimate. The number of months used for prorating shall be the number estimated to complete the work. The final month's prorate amount is made with the final payment. Payment as described above constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

**All methods**—Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10.



## **10. Items of work and construction details**

Items of work to be performed in conformance with this specification and construction details are:

### **A. Bid Item 10, Contractor Quality Control**

1. In Section 3, Quality control system, Method 2 shall apply. The written plan shall be submitted to the Contracting Officer within 15 calendar days after notice of award. The contractor shall not proceed with any construction activity that requires inspection until the written plan is approved by the Contracting Officer.
2. In Section 4, Quality control personnel, Method 1 shall apply. At least one designated quality control personnel shall be onsite 100% of the time during construction.
3. In Section 7, Reporting results, a daily report detailing quality control activities of the day shall be prepared at the end of each work day by the lead quality control employee. This report shall be signed and dated by the lead quality control employee as well as the superintendent, and an original copy submitted to the Engineer no later than the beginning of the following work day. All records, inspections, tests performed, and material testing reports from the day's activities shall be submitted to the Engineer as an attachment to the daily report.
4. Any materials found not in compliance with contract requirements shall be removed from the project site or actions commenced to bring the materials into contract compliance within 24 hours of the time non-compliance is discovered.
5. In Section 9, Payment, Method 2 shall apply.

# **Construction Specification 400—Critical Path Scheduling**

## **1. Scope**

The work consists of developing and maintaining a critical path method construction schedule for the project.

## **2. Schedule development**

The critical path schedule shall be developed at least to the level of detail which includes each bid item of the contract.

The critical path schedule shall be developed as a precedence diagram network developed in the activity-on-node format which includes activity description, activity duration, and resources required for each project activity. Resources required for each project activity shall include specifics such as labor (work days per week, shifts per day, hours per shift, and number of laborers per shift), equipment (including the specific sizes/models and number of units of each type of equipment), and materials.

## **3. Submittal and maintenance**

The Contractor shall submit the initial critical path schedule to the Contracting Officer for approval no later than 15 days after award or a minimum of 14 days prior to commencement of work, whichever is more restrictive. Any adjustments required by the Contracting Officer as a condition of schedule approval shall be made promptly.

The site superintendent shall hold a job progress meeting at least once every 2 weeks with the Contracting Officer or his representative. The purpose of the meeting is to review progress, verify completion dates of activities, discuss remaining duration of uncompleted activities, and any proposed logic for time estimate revisions. Within 2 days of this meeting the contractor shall submit an updated critical path schedule reflecting decisions made at the meeting and any contract modifications that have affected the schedule. Contract completion date (performance time) is established elsewhere in the contract and cannot be extended except for causes detailed elsewhere in the contract.

## **4. Schedule use**

The critical path schedule shall be used by the Contractor in coordinating and monitoring of all work under the contract including activity of subcontractors, manufacturers, suppliers, and utility departments. Specifics within the critical path schedule shall be referenced in the daily contractor quality control reports to define daily progress.

As construction progresses, if any item on the critical path of the work schedule falls 2 or more days behind, the Contractor shall promptly submit a plan to the Contracting Officer detailing the additional equipment, additional labor, change in process, or other work plan details necessary to get the critical path work back on schedule within 7 calendar days. It is not acceptable for the contractor to simply adjust the critical path schedule to show that progress is back on schedule.

As construction progresses, if any item of work that is not on the critical path of the work falls 5 or more days behind, the Contractor shall promptly submit a plan to the Contracting Officer detailing the additional equipment, additional labor, change in process, or other work plan details necessary to get the non-critical path work back on schedule within 10 days. If lagging progress on a non-critical path causes the non-critical path to become the new critical path then the critical path scheduling plan shall be immediately adjusted and the work prosecuted under the details of the updated schedule.

## **5. Measurement and payment**

Following the Contractor's submittal of a critical path schedule which meets the requirements of this specification, payment of 50% of the lump sum amount for this bid item will be made. Upon final acceptance of the project, the remaining balance will be included in the final contract payment.

## **6. Items of work and construction details**

Items of work to be performed in conformance with this specification and construction details are:

### **A. Bid Item 11, Critical Path Scheduling**

This item consists of all work necessary for preparing and maintaining the critical path schedule as described.

# Material Specification 523—Rock for Riprap

## 1. Scope

This specification covers the quality of rock to be used in the construction of rock riprap.

## 2. Quality

Individual rock fragments shall be dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, the rock fragments shall be angular to subrounded. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment. ASTM D4992 provides guidance on selecting rock from a source.

Except as otherwise provided, the rock shall be tested and shall have the following properties:

### Rock type 1

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.

### Rock type 2

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

### Rock type 3

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.3 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 4 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

## 3. Methods of soundness testing

**Rock cube soundness**—The sodium or magnesium sulfate soundness test for all rock types (1, 2, or 3) shall be performed on a test sample of  $5,000 \pm 300$  grams of rock fragments, reasonably uniform in size and cubical in shape, and weighing, after sampling, about 100 grams each. They shall be obtained from rock samples that are representative of the total rock mass, as noted in ASTM D4992, and that have been sawed into slabs as described in ASTM D5121. The samples shall further be reduced in size by sawing the slabs into cubical blocks. The thickness of the slabs and the size of the sawed fragments shall be determined by the size of the available test apparatus and as necessary to provide, after sawing, the approximate 100-gram samples. The cubes shall undergo five cycles of soundness testing in accordance with ASTM D1512.

Internal defects may cause some of the cubes to break during the sawing process or during the initial soaking period. Do not test any of the cubes that break during this preparatory process. Such breakage, including an approximation of the percentage of cubes that break, shall be noted in the test report.

After the sample has been dried following completion of the final test cycle and washed to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments that have not broken into three or more fragments.

The test report shall show the percentage loss of the weight and the results of the qualitative examination.

**Rock slab soundness**—When specified, the rock shall also be tested in accordance with ASTM D5240. Deterioration of more than 25 percent of the number of blocks shall be cause for rejection of rock from this source. Rock shall also meet the requirements for average percent weight loss stated below.

- For projects located north of the Number 20 Freeze-Thaw Severity Index Isoline (fig. 523–1). Unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 20 percent when sodium sulfate is used or 25 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 25 percent for sodium sulfate soundness or 30 percent for magnesium sulfate soundness.
- For projects located south of the Number 20 Freeze-Thaw Severity Index Isoline, unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 30 percent when sodium sulfate is used or 38 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 38 percent for sodium sulfate soundness or 45 percent for magnesium sulfate soundness.

**Figure 523–1** Number 20 freeze-thaw severity index isoline (map approximates the map in ASTM D5312)



#### 4. Field durability inspection

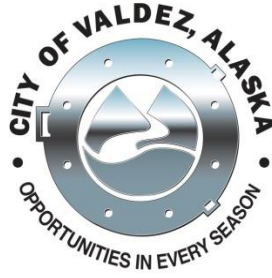
Rock that fails to meet the material requirements stated above (if specified), may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

A rock source may be rejected if the rock from that source deteriorates in 3 to 5 years under similar use and exposure conditions expected for the rock to be installed under this specification, even though it meets the testing requirements stated above.

Deterioration is defined as the loss of more than one-quarter of the original rock volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the pieces shall be cause for rejection of rock from the source.

## **5. Grading**

The rock shall conform to the specified grading limits after it has been placed within the matrix of the rock riprap. Grading tests shall be performed, as necessary, according to ASTM D5519, Method A, B, or C, as applicable.



**August 18, 2017**

**Memo to:** City Council  
**From:** Brian Carlson, Finance Director  
**Re:** 2018 Budget Topic: Energy Assistance

**SUMMARY:**

For several years Council has funded the **Energy Assistance** program, which has been a \$550 payment on behalf of each household, paid directly to the utility providers. Total annual program cost is \$700K. Staff is requesting Council direction in advance of the October budget work sessions, so as to plan and schedule the related administrative work, which begins in September/October. The needed funding would be included in the 2018 Budget as a transfer from General Fund to *Reserve Funds / Energy Assistance Reserve*.

**BACKGROUND:**

- The program in its current format benefits approximately 1,300 households.
- Pursuant to City Code, beneficiary payments are first applied to any delinquent taxes or fees owed to the City. This is typically \$30k - \$40k.
- Remaining payments are typically allocated to CVElectric (\$330K), Crowley (\$200K), and PetroStar (\$130K)
- Beneficiaries must show proof of a current utilities account as of year-end, and must complete an application, which provides census data to other departments, unrelated to the program itself.
- Though payments are made directly to the utilities providers, they are taxable income to the beneficiaries. The City would be obligated to issue an **IRS Form 1099** if the payment is \$600 or greater.

**ANALYSIS:**

- The program provides nominal relief from status-quo energy usage via direct subsidy. Its costs are not leveraged so as to change the status-quo model of energy consumption or energy efficiency.
- It is not tied to underlying energy costs or other costs of living, though it was initially funded in reaction to a spike in energy costs. See the attached **Alaska Economic Trends, July, 2017** for additional regional cost-of-living data.

- Any City-funded support/subsidy program can pay for itself if it increases (or retains) the population. For example, each addition to Valdez' population increases the statutory **revenue cap** by approximately \$350,000, i.e. moves the "green line" by adding to what the City may retain for operations. The program is not structured around this dynamic.
- If the program is changed in such a way that triggers issuance of IRS Form 1099, Finance Department would likely need temporary staff to absorb the additional workload.

### **CONCLUSION / RECOMMENDATIONS:**

This report is only a cursory review of the Energy Assistance program, and is meant to initiate two conversations among Council Members:

1. Whether and to what extent to fund the status-quo program in 2018, so as to enable Finance staff to budget and prepare accordingly, and
2. How to align this and other City support-programs so as to attain maximum leverage with respect to overall City goals, and efficiency with respect to program costs.

### **ATTACHMENTS:**

*Alaska Economic Trends, July, 2017*



# ALASKA ECONOMIC **TRENDS**

JULY 2017



## THE COST OF LIVING

### **ALSO IN THIS ISSUE**

Alaska GDP down for a fourth year

ALASKA DEPARTMENT OF LABOR  
& WORKFORCE DEVELOPMENT

# ALASKA ECONOMIC **TRENDS**

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## The COST of LIVING

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Fourth year of decline due to continuing oil losses

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# Our future rests on Legislature's next steps



**Heidi Drygas**  
Commissioner



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This month's *Trends* identifies a troubling milestone: Alaska's GDP has declined for four straight years, the longest downturn in our state's history. While I'm pleased that the Legislature averted a catastrophic government shutdown by passing an operating budget, the Legislature has failed to pass a comprehensive fiscal plan, meaning there is no plan for stabilizing our state's economy.

We face an existential risk: Without a comprehensive fiscal plan, we will inevitably see deep cuts to public safety and public education. Educated professionals will leave the state as our neighborhoods become unsafe and our public schools decline.

As the business community has made very clear, economic development is tied inextricably to quality of life in our communities. Without the most basic public services, our economy will further deteriorate and it may take generations to recover.

It's time to set aside divisive ideology and think about our own well-being as residents of Alaska. No community in America has been able to grow its economy while having unsafe streets and declining public schools. Our economy can't stabilize — much less grow — without basic public services, and we cannot sustain our public safety and public education infrastructure without a comprehensive fiscal plan.

This month's *Trends* also features our annual comparison of the cost of living in Alaska communities versus others around the country. As usual, Alaska

has costs of living that are higher than the national average but are comparable to or lower than Pacific Northwest cities such as Portland and Seattle. Costs of living, particularly housing, are going to be higher in places people want to live. We should certainly work to control costs, particularly for health care, but recognize that strong demand for housing is a good thing.

As with fiscal questions, we should examine cost of living through the lens of economic competitiveness: Can we attract the smartest, most productive workers, or will they move to Seattle or Portland because the mix of housing, public secondary and higher education, and quality of life is better there? Cost of living is a factor, but when our costs are similar to or lower than competing communities, Alaska's primary challenge is retaining and attracting talented, productive workers.

When looking around the country, you can see which economic development strategies work. Some states have invested in infrastructure and in public and higher education, plus they have developed policies that support job security and opportunities. Those states and regions prosper. Meanwhile, states that hollowed out their public schools and failed to provide safe communities are plagued with economic stagnation and crime.

The Legislature faces a simple choice: Pass a comprehensive fiscal plan and sustain Alaska's prosperity, or slash public services and make our communities undesirable places to live and work.



# the COST of LIVING



Inflation lowest since 1988, mainly due to falling energy costs

By NEAL FRIED

**A**laska's energy prices dropped again in 2016, spurring the smallest increase in overall costs since 1988 and the second year in a row under 1 percent. (See exhibits 1 through 4.)

In Anchorage, the only place in Alaska where the U.S. Bureau of Labor Statistics measures inflation, consumer prices went up 0.4 percent in 2016, far below its decade average of 2.1 percent and the nation's increase of 1.3 percent. (See the sidebar on page 7 for more about the Anchorage Consumer Price Index.)

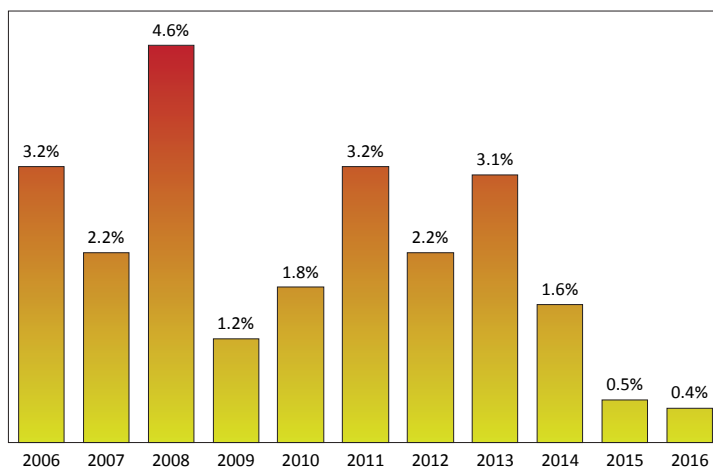
The continuing decline in energy costs also dampened inflation in categories that depend on fuel, particularly transportation and, to a lesser extent, housing.

But while energy prices play a role in housing costs, Anchorage's softer economy due to the state recession is probably the main reason housing prices didn't increase much last year.

# 1

## Another Year of Low Inflation

ANCHORAGE CONSUMER PRICE INDEX CHANGE, 2006-16



Source: U.S. Department of Labor, Bureau of Labor Statistics CPI-U

## Housing rise smallest in decades

Housing is the category where consumers spend the largest percentage of their income, so it has a big influence on the overall inflation rate. (See Exhibit 5.) The housing cost increase of 0.9 percent was the

smallest since 1988, when home prices fell by 2.2 percent.

Housing is also unique because it gives local flavor to a city's CPI. Unlike most goods and services in the index, house prices aren't dictated by national and international trends. For example, the change in the price of an apple or a gallon of gasoline has little to do with local events and depends more on farm production elsewhere in the country and on international oil markets.

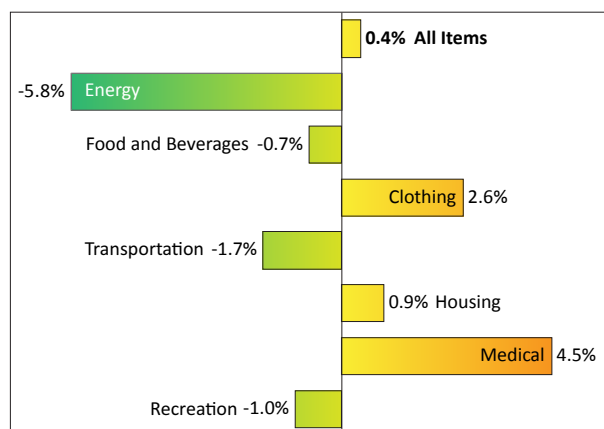
## Health care costs keep climbing

The other expenditure categories in the Anchorage Consumer Price Index were a mix of minor ups and downs that mostly balanced each other out, with a notable exception: health care costs went up 4.5 percent.

While medical costs are a small enough category not to sway the overall inflation rate too much, no other component has come close to health care's skyrocketing costs in Alaska. Medical costs have gone up an average of 4.1 percent a year for the past decade. (See Exhibit 6.)

## 3 Big Drop in Energy Costs

INFLATION BY COMPONENT, 2016



Source: U.S. Department of Labor, Bureau of Labor Statistics CPI-U for Anchorage

## 2 Anchorage and U.S. Metro Inflation

BY TYPE OF EXPENDITURE, 2006 TO 2016

ALL ITEMS			ALL ITEMS MINUS HOUSING		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2006	3.2%	3.2%	2006	3.0%	3.1%
2007	2.2%	2.8%	2007	2.6%	2.5%
2008	4.6%	3.8%	2008	5.5%	4.5%
2009	1.2%	-0.4%	2009	0.6%	-1.0%
2010	1.8%	1.6%	2010	1.5%	2.6%
2011	3.2%	3.2%	2011	3.4%	4.0%
2012	2.2%	2.1%	2012	1.7%	2.0%
2013	3.1%	1.5%	2013	3.0%	1.1%
2014	1.6%	1.6%	2014	1.0%	1.1%
2015	0.5%	0.1%	2015	-0.3%	-1.3%
2016	0.4%	1.3%	2016	0.3%	0.2%

HOUSING			TRANSPORTATION		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2006	4.0%	3.8%	2006	4.0%	4.0%
2007	2.7%	3.1%	2007	1.2%	2.1%
2008	2.5%	2.2%	2008	10.5%	5.9%
2009	3.7%	0.4%	2009	-4.8%	-8.3%
2010	0.9%	-0.4%	2010	4.4%	7.9%
2011	2.9%	1.3%	2011	4.7%	9.8%
2012	2.7%	1.6%	2012	2.0%	2.3%
2013	3.1%	2.1%	2013	7.0%	—
2014	2.7%	2.6%	2014	-0.6%	-0.7%
2015	2.4%	2.1%	2015	-6.8%	-7.8%
2016	0.9%	2.5%	2016	-1.7%	-2.1%

FOOD AND BEVERAGES			MEDICAL CARE*		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2006	1.8%	2.4%	2006	3.5%	4.0%
2007	4.6%	3.9%	2007	3.0%	4.4%
2008	4.4%	5.4%	2008	3.7%	3.7%
2009	-0.2%	1.9%	2009	4.3%	3.2%
2010	-0.2%	0.8%	2010	5.7%	3.4%
2011	3.6%	3.6%	2011	5.3%	3.0%
2012	2.4%	2.6%	2012	4.3%	3.6%
2013	0.4%	1.4%	2013	3.2%	2.5%
2014	1.3%	2.3%	2014	3.2%	2.4%
2015	1.7%	1.8%	2015	3.3%	2.6%
2016	-0.7%	0.3%	2016	4.5%	3.8%

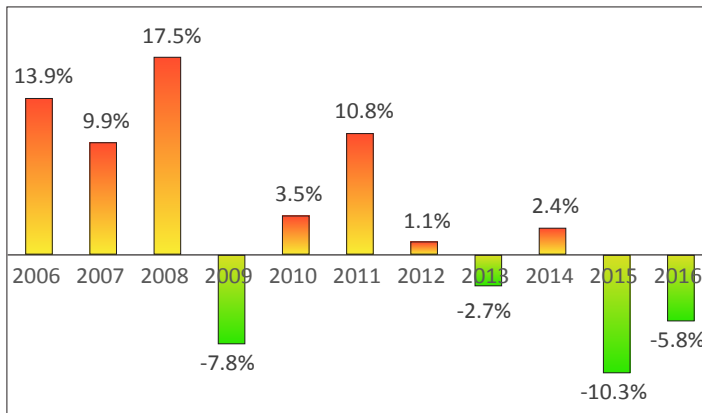
CLOTHING			ENERGY		
Year	Anchorage % chg from previous yr	U.S. % chg from previous yr	Year	Anchorage % chg from previous yr	U.S. % chg from previous yr
2006	4.6%	0%	2006	13.9	11.2%
2007	-2.8%	-0.4%	2007	9.9	5.5%
2008	6.1%	-0.1%	2008	17.5	13.9%
2009	3.6%	1.0%	2009	-7.8	-18.4%
2010	3.0%	-0.5%	2010	3.5	9.5%
2011	2.2%	2.2%	2011	10.8	15.4%
2012	4.3%	3.4%	2012	1.1	0.9%
2013	4.8%	0.9%	2013	-2.7	-0.7%
2014	1.5%	0.1%	2014	2.4	-0.3%
2015	0.5%	-1.3%	2015	-10.3	-16.7%
2016	2.6%	0.1%	2016	-5.8	-6.6%

Source: U.S. Department of Labor, Bureau of Labor Statistics

# 4

## Another Year of Falling Energy Prices

ANCHORAGE, ENERGY COST CHANGE, 2006 TO 2016



Source: U.S. Department of Labor, Bureau of Labor Statistics CPI-U

## Figuring out how much your dollar is worth

While the Consumer Price Index shows how much prices have gone up in a year, it's also useful for figuring out the purchasing power of your dollar over time.

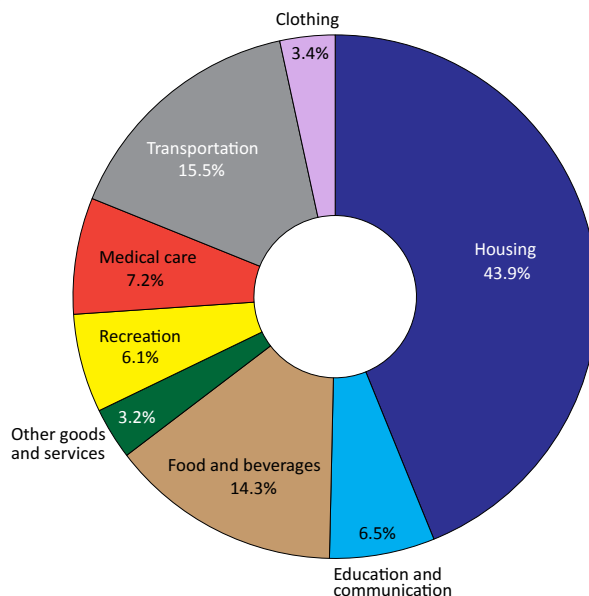
For example, in 1988, a Quarter Pounder in Fairbanks was \$1.57, and today it's \$4.96. We know \$1.57 in 1988 would be worth more now, but was the Quarter Pounder a better deal back then? Yes. In 2016 dollars, 1988's Quarter Pounder would cost \$3.15. (See Exhibit 10 for more burger values.)

Try our inflation calculator at: [labor.alaska.gov/research/cpi/inflationcalculator.htm](http://labor.alaska.gov/research/cpi/inflationcalculator.htm).

# 5

## How We Spend Our Money

ANCHORAGE CONSUMER PRICE INDEX, 2016



Source: U.S. Department of Labor, Bureau of Labor Statistics CPI-U

## Our premiums are the highest

Individual market insurance premiums confirm what other measures show — that health care costs in Alaska are especially high.

Alaska's average monthly premium for health insurance purchased on the individual market in 2017 is more than \$300 higher than that of the next-highest state. (See Exhibit 7.)

Alaska's premiums also went up 29 percent last year, and some states' increased even more.

## Alaska cities are expensive, but other U.S. cities now higher

The Consumer Price Index looks only at cost changes in a specific place over time, so other sources are necessary for comparisons between places.

The Council for Community and Economic Research, or C2ER, is the most widely cited source for comparing the cost of living in different cities. C2ER conducts detailed surveys of more than 250 U.S. cities, including four in Alaska: Anchorage, Juneau, Fairbanks, and Kodiak.

The survey's consumption pattern represents a professional or executive household in the top income quartile and includes 57 specific items in categories such as groceries, housing, utilities, transportation, and health care.

## Two ways to measure the cost of living

### 1. In a single place over time (inflation)

Because Anchorage has the only consumer price index in Alaska, it's treated as the de facto statewide measure of inflation. In general, price changes in Anchorage don't differ radically from other urban Alaska areas.

Anchorage is one of 27 cities where the U.S. Bureau of Labor Statistics tracks changes in consumer prices, and it's the smallest. It's unusual for a city as small as Anchorage to have a CPI; as of 2018, even much-larger Portland will no longer have its own. Although there's a CPI for the U.S. and for a number of its cities, these indexes cannot be used to compare costs between locations.

BLS goes to great lengths and expense to produce the CPI through elaborate surveys of consumer spending habits. These surveys look at a "market basket" of items, to which BLS assigns location-specific weights. A market basket, used in most cost-of-living indexes, is a sample of goods and services believed to best mimic the average consumer or a specific group of consumers. The CPI basket includes housing, food, transportation, medical care, and entertainment.

The inflation rate, or how much prices have gone up in a year, is used to adjust the value of the dollar over time. Workers, unions, employers, and many others pay close at-

tention to the CPI because bargaining agreements and other wage rate negotiations often incorporate an adjustment for inflation. The CPI also plays a role in long-term real estate rental contracts, annual adjustments to the state's minimum wage, child support payments, and budgeting. Most Alaskans are affected when the Permanent Fund Corporation uses the CPI to inflation-proof the fund, and nearly all senior citizens are affected when Social Security payments are adjusted each year using the CPI.

The Anchorage CPI is produced twice each year, for January to June and July to December. Information for the latter period and the annual average come out in January of the following year.

### 2. In different places at the same time

The other way to assess the cost of living is to look at cost differences between places. For example, is it more expensive to live in Barrow or Fairbanks? A variety of studies and data sources this article uses compare the costs of living among Alaska communities and other places around the country.

These studies assume a certain consumption pattern and investigate how much more or less it might cost to maintain a specific standard of living elsewhere. Some of these data are more comprehensive than others, and because there can be several sources for the same areas, it's important to weigh the strengths and weaknesses of the data sets. Some may better suit a particular need, or in some cases it may work best to cobble together several sources.

The survey's shortcomings are that it doesn't take into account how consumption varies around the country, and it doesn't factor in taxation, where Alaska has a clear advantage over most states.

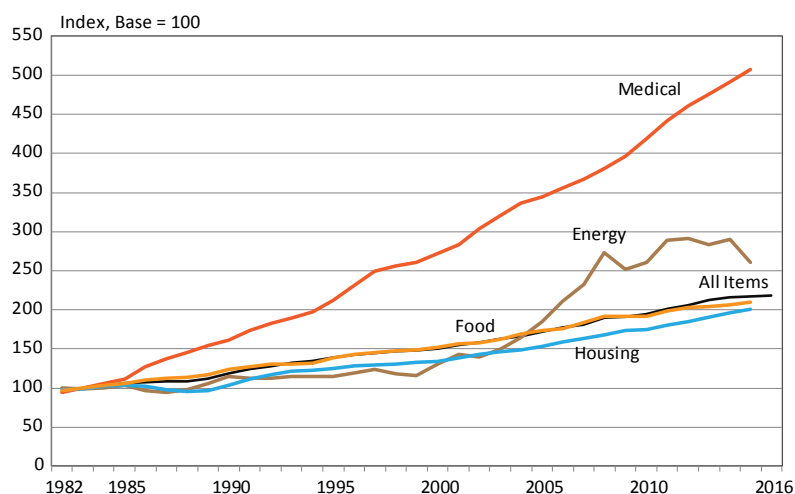
The survey reports that the costs of living in Anchorage, Juneau, Fairbanks, and Kodiak remain well above the national average. (See Exhibit 8.) Alaska's index values haven't changed much in the past 30 years. Before then, the index included only Anchorage. In the 1960s, Anchorage's index was typically in the 160s and as high as 174.7, meaning Anchorage costs were 74.7 percent higher than the average U.S. city.

Alaska's cities aren't the highest in the country, though, and a growing number are more expensive to live in than the four in Alaska.

# 6

## Rising Medical Costs Eclipse All Others

### ANCHORAGE CONSUMER PRICE INDEX, 1982 TO 2016



Source: U.S. Department of Labor, Bureau of Labor Statistics CPI-U

# What Some Common Items Cost in Early 2017

## Peaches, 15 oz. Can



Hunt's, Del Monte, Lady Alberta, or Libby's

Anchorage	\$2.06
Fairbanks	\$2.09
Juneau	\$2.36
Kodiak	\$2.39

**U.S. Average**  
**\$1.71**

## Iceberg Lettuce 18 oz.



**U.S. Average**  
**\$1.31**

Anchorage	\$1.84
Fairbanks	\$2.29
Juneau	\$1.92
Kodiak	\$1.79

## Potato Chips 10 oz.



**U.S. Average**  
**\$3.12**

Anchorage	\$4.37
Fairbanks	\$4.48
Juneau	\$5.23
Kodiak	\$4.75

## Coca-Cola, 2 Liters



**U.S. Average**  
**\$1.62**

Anchorage	\$2.22
Fairbanks	\$2.20
Juneau	\$2.62
Kodiak	\$2.64

## Rib-Eye Steak, Pound



**U.S. Average**  
**\$11.12**

Anchorage	\$9.46
Fairbanks	\$10.96
Juneau	\$11.32
Kodiak	\$7.31

## Whole Wheat Bread, 24 oz.



Oroweat, Nature's Own, Arnold, or Brownberry

**U.S. Average**  
**\$3.29**

Anchorage	\$4.95
Fairbanks	\$5.03
Juneau	\$5.42
Kodiak	\$4.53

## Eggs, Dozen Large



**U.S. Average**  
**\$1.63**

Anchorage	\$1.88
Fairbanks	\$1.99
Juneau	\$2.26
Kodiak	\$2.74

## White Wine 750 ml Bottle

**U.S. Average**  
**\$8.63**

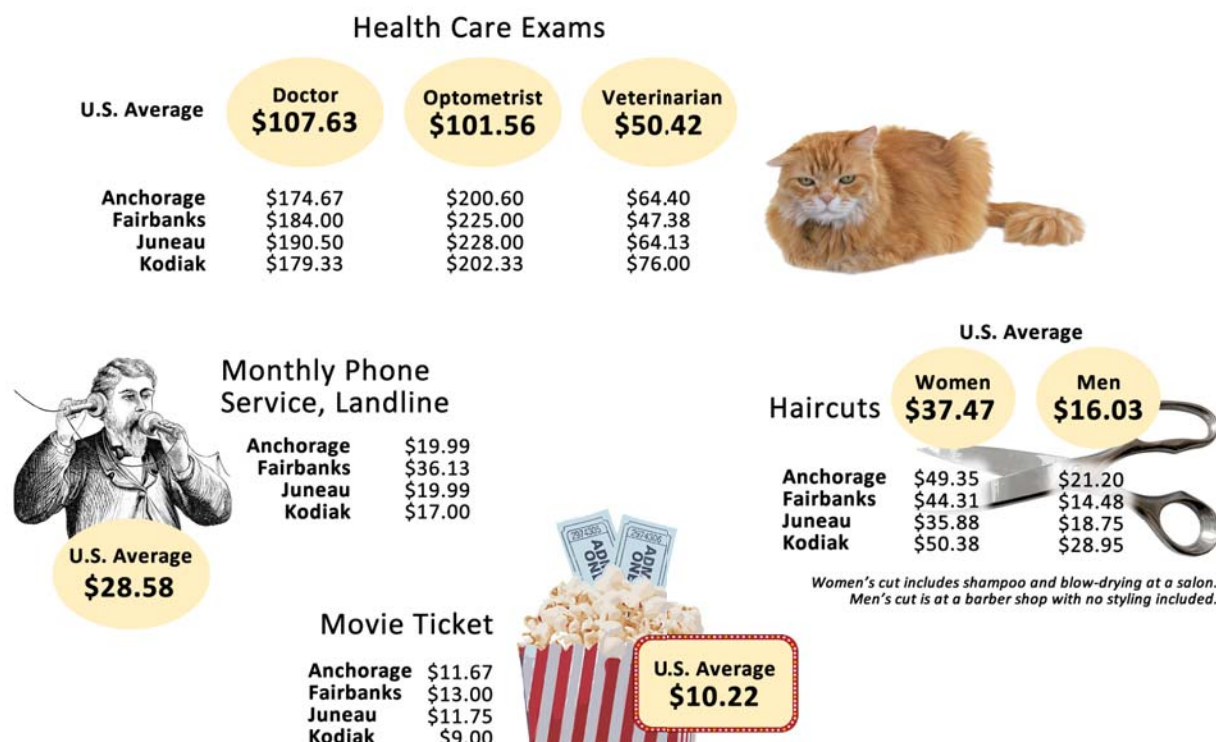


Anchorage	\$16.56
Fairbanks	\$9.71
Juneau	\$14.32
Kodiak	\$12.99

Source: Council for Community and Economic Research Cost of Living Index for 265 Urban Areas, Published May 2017 for the first quarter of 2017



# What Some Common Services Cost in Early 2017



Source: Council for Community and Economic Research Cost of Living Index for 265 Urban Areas, Published May 2017 for the first quarter of 2017

In the first quarter of 2017, 15 cities' indexes registered higher than any Alaska city. These included Washington, D.C. and its surrounding suburbs; some of the larger metropolitan areas in California; Stamford, Connecticut; Honolulu, Hawaii; Boston; and much of New York City.

With the U.S. average set at 100, Manhattan was highest at 230.8. At the opposite end was McAllen, Texas, at a low of 76.1.

## Alaska ranked third most expensive state

A range of other cost-of-living reports are spinoffs from C2ER's data. The Missouri Economic Research and Information Center publishes a cost-of-living series by state by averaging C2ER's participating cities to get a statewide index, without applying any weight to the size of a city.

The average of Anchorage, Juneau, Kodiak, and Fairbanks — cities that represent about 60 percent of

## 7 Highest Medical Premiums

INDIVIDUAL MARKET AVERAGE, 2017

State	Avg monthly premium
1 Alaska	\$1,041
2 West Virginia	\$702
3 North Carolina	\$662
4 Oklahoma	\$620
5 Wyoming	\$614
6 Arizona	\$611
7 Nebraska	\$595
8 Tennessee	\$587
9 Montana	\$581
10 Alabama	\$575
<b>U.S. Average</b>	<b>\$476</b>

Note: These premiums are before any tax credits, which can be significant.

Source: U.S. Department of Health and Human Services, Office of Assistant Secretary for Planning and Evaluation

## 8

## How Alaska Cities Compare to Other U.S. Cities

1ST QUARTER 2017 INDEX FOR PROFESSIONAL HOUSEHOLDS, U.S. AVERAGE = 100

	Total Index	Groceries	Housing	Utilities	Transportation	Health Care	Misc.
Category's weight in total index	100.0%	13.61%	27.59%	10.06%	9.59%	4.00%	35.15%
<b>Region and City</b>							
Anchorage, AK	127.6	130.6	143.9	104.6	113.2	143.7	122.4
Fairbanks, AK	134.3	127.1	123.9	222.7	120.8	150.9	121.7
Juneau, AK	132.1	140.7	145.4	121.7	122.1	153.9	121.5
Kodiak, AK	131.8	149.4	142.6	125.7	128.7	140.7	118.2
<b>West</b>							
Portland, OR	127.3	116.0	175.9	80.1	100.9	109.3	116.2
Honolulu, HI	187.7	165.7	299.3	193.3	133.3	119.3	129.6
San Francisco, CA	188.5	121.9	351.8	114.4	130.3	123.7	130.7
Los Angeles/Long Beach	146.3	112.3	238.9	111.5	124.9	110.0	106.7
Las Vegas, NV	100.4	101.7	108.8	86.4	105.9	102.7	95.6
Reno, NV	102.8	95.3	105.0	85.2	110.0	108.0	106.5
Seattle, WA	145.1	128.5	181.7	120.7	128.4	125.7	136.5
Spokane, WA	95.7	94.3	91.1	76.7	108.5	115.3	99.5
Tacoma, WA	106.2	111.1	94.0	111.9	95.2	118.3	113.8
Boise, ID	92.0	91.0	86.6	84.8	106.3	102.7	93.6
Bozeman, MT	98.0	101.6	107.8	79.4	92.9	99.2	95.5
<b>Southwest/Mountain</b>							
Salt Lake, UT	95.8	105.4	92.1	76.2	101.4	95.9	99.1
Phoenix, AZ	94.7	97.5	97.8	98.1	90.7	98.9	90.9
Denver, CO	111.8	99.7	133.0	95.1	108.4	104.7	106.3
Colorado Springs	95.3	99.3	102.0	76.4	94.0	101.3	93.6
Dallas, TX	101.2	90.6	102.4	102.3	101.2	103.4	103.7
Houston, TX	97.0	84.8	104.8	99.3	92.9	90.6	96.7
McAllen, TX (lowest)	76.1	83.2	63.6	90.6	84.6	75.0	76.8
<b>Midwest</b>							
Cleveland, OH	101.4	110.8	89.7	98.7	103.3	102.0	107.1
Chicago, IL	123.0	109.3	152.5	89.1	129.3	102.6	115.5
Minneapolis, MN	104.8	109.4	106.2	92.2	108.6	104.6	104.5
<b>Southeast</b>							
Fort Lauderdale, FL	119.0	108.5	157.4	99.9	110.4	98.7	103.0
Miami, FL	114.3	108.1	138.4	99.9	119.3	99.7	102.3
Birmingham, AL	90.2	96.1	82.5	102.4	91.7	85.3	90.7
Atlanta, GA	97.7	104.7	91.1	89.2	101.4	107.8	100.4
<b>Atlantic/New England</b>							
New York City/Manhattan, NY (highest cost of living)	230.8	129.0	479.9	119.2	130.6	114.6	147.1
Boston, MA	148.6	107.1	204.4	146.6	111.5	134.1	133.1
Philadelphia, PA	116.2	115.3	129.0	121.9	112.2	105.4	107.3
<b>U.S. Average</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>

Source: The Council for Community and Economic Research

# 9 The 10 Most Expensive States

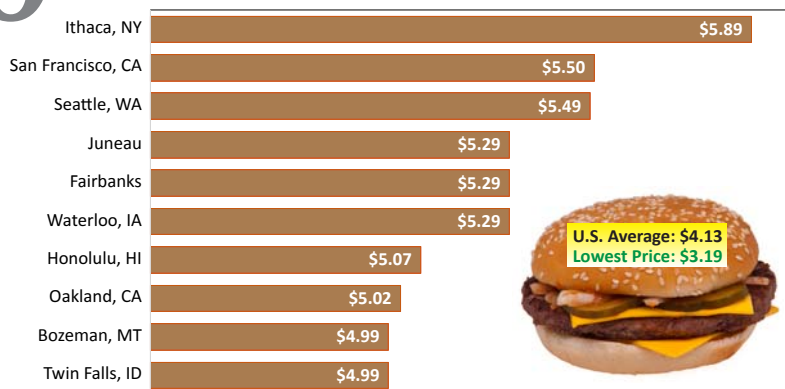
1ST QUARTER 2017

	State	Index
1	Hawaii	187.7
2	California	136.3
3	Alaska	131.5
4	New York	131.1
5	Massachusetts	129.4
6	Connecticut	129.1
6	Maryland	129.1
8	Oregon	127.3
9	Rhode Island	123.2
10	New Jersey	121.2

**U.S. Average 100.0**

# 10 Ithaca's Quarter Pounder Costs Most

QUARTER POUNDER INDEX, 1ST QUARTER 2017



Note: Exhibit 9 excludes the District of Columbia, which would come in second at 153.3.

Sources for exhibits 9 and 10: Missouri Economic Research and Information Center; and the Council for Community and Economic Research

Alaska's population — was 131.5 in the first quarter of 2017, making Alaska the third most expensive state. (See Exhibit 9.) By this measure, Alaska has ranked in the top five since 2000, when the series started.

## Juneau no longer has most expensive burger

A popular use of this series is the Quarter Pounder Index, which looks at the prices of the iconic McDonald's burger around the country in participating cities.

All four of Alaska's cities often rank among the priciest 10, but this year Kodiak and Anchorage fell off the list and Ithaca, New York, took Juneau's place for the most expensive sandwich. San Francisco and Seattle ranked

## Is there really an 'average consumer'?

All cost-of-living measures have their shortcomings. No two consumers spend their money alike, and no index can accurately capture all the differences.

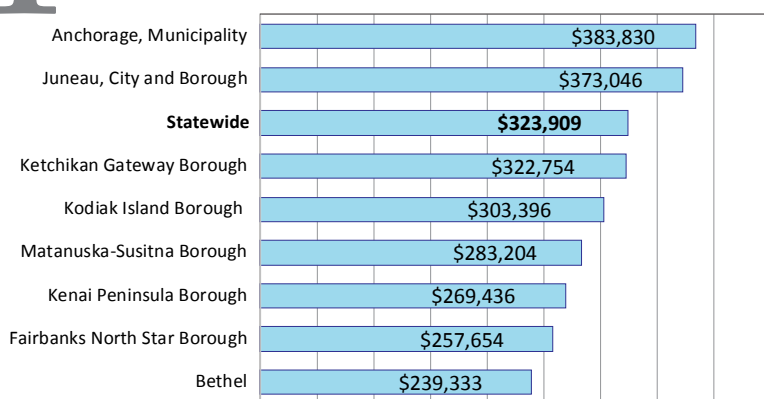
For example, the average household in Kotzebue may spend money differently from the average household in Petersburg, and they may differ even more dramatically from a family in Seattle. An index may or may not take these differences into account, depending on how sophisticated it is.

Also, in Alaska's case, none of these measures take the consumption of subsistence goods into account.

Consumer spending habits are also continuously in flux. Technology advances, tastes change, and people react differently to changes in prices.

# 11 Anchorage Home Prices Are Highest

AVERAGE PRICE OF SINGLE-FAMILY HOUSE, 2016



Source: Alaska Department of Labor and Workforce Development, Research and Analysis Section and Alaska Housing Finance Corporation, Quarterly Survey of Mortgage Lending Activity

second and third. (See Exhibit 10.)

In 2015, all four Alaska cities were in the top 10 and the most expensive three were Juneau, Seattle, and Bozeman, Montana.

## Bethel has the least expensive houses

Over the years, Juneau and Anchorage have traded places for the most expensive place to buy the average single-family home. In 2016 it was Anchorage, at \$383,830, and Bethel had the least expensive average home at \$239,333. (See Exhibit 11.) In 2015, Juneau was highest and the Fairbanks North Star Borough was the lowest.

Because housing makes up such a large slice of a household's expenditures, it can be a good proxy for an area's overall cost of living. In Alaska, local housing costs vary dramatically around the state. Supply, vacancy rates, home quality, local economy, building costs, and demographics are the biggest factors in the disparity.

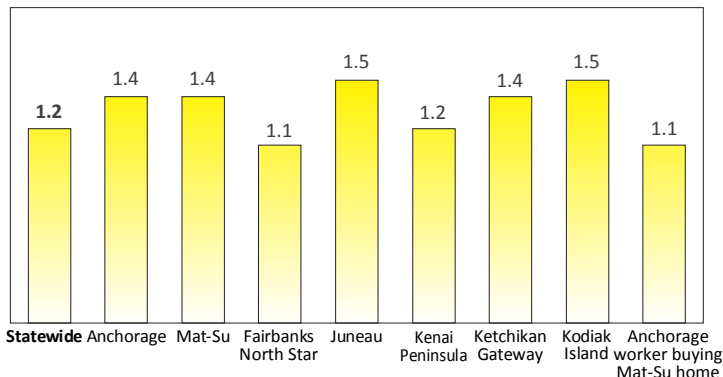
Higher earnings help offset higher house prices, however, so factoring in an area's average wage paints a better picture of an area's affordability.

The affordability index represents how many average

# 12

## Paychecks Needed To Afford a House

USING AVERAGE WAGE AND SINGLE-FAMILY HOME, 2016



Source: Alaska Department of Labor and Workforce Development, Research and Analysis Section and Alaska Housing Finance Corporation, Quarterly Survey of Mortgage Lending Activity

paychecks it takes to afford a 30-year mortgage in a given area, with an average interest rate and a 15 percent down payment. (See Exhibit 12.)

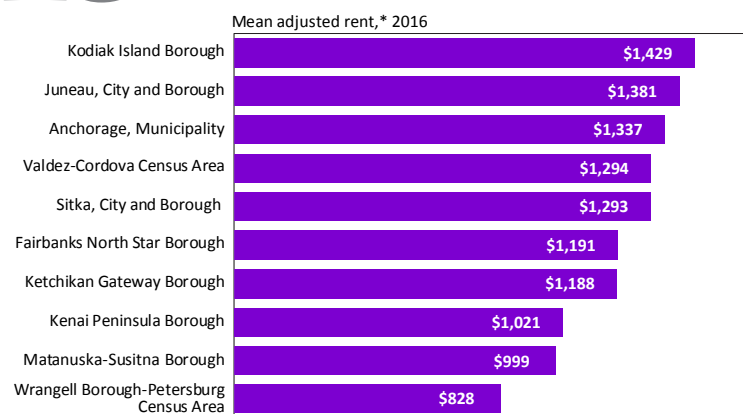
This changes the equation for some scenarios, such as buying a home in the Matanuska-Susitna Borough but commuting to Anchorage. It takes 1.4 average paychecks earned in the Mat-Su Borough to afford the average home there, but only 1.1 paychecks earned in Anchorage.

Anchorage's average earnings are higher and Mat-Su's housing prices are lower, which helps explain why

# 13

## Kodiak Has Highest Rent

AVERAGE 2-BEDROOM APARTMENT, 2016



Source: Alaska Department of Labor and Workforce Development, Research and Analysis Section and Alaska Housing Finance Corporation, Rental Market Survey

# 14

## Price Comparisons for Select Staples

MARCH 2017 SURVEY

	Eggs (1 doz)	Milk (1 gal)	Bread	Gas (1 gal)
Anchorage	\$2.00	\$3.69	\$2.50	\$2.55
Juneau	\$1.99	\$3.89	\$2.39	\$2.98
Fairbanks	\$1.99	\$3.89	\$3.59	\$2.91
Kenai	\$1.97	\$3.88	\$1.68	\$2.84
Kodiak	\$2.19	\$4.19	\$2.79	\$3.14
Valdez	\$2.29	\$4.09	\$2.39	\$3.32
Glennallen	\$5.50	\$5.95	\$3.95	\$3.27
Nome	\$2.79	\$6.49	\$2.59	\$4.67
Bethel	\$4.39	\$8.29	\$2.69	\$4.99
Barrow	\$3.79	\$10.29	\$4.99	\$6.50
<b>Average</b>	<b>\$2.89</b>	<b>\$5.47</b>	<b>\$2.96</b>	<b>\$3.72</b>

Source: Alaska Department of Commerce, Community, and Economic Development

# 15 Rural Alaska Pays Much More for Fuel

PRICE SURVEY, JANUARY 2017

Selected communities <sup>1</sup>	Heating fuel no. 1, residential	Gasoline, regular
Angoon	\$3.50	\$3.49
Arctic Village	\$12.00	\$10.00
Atka	\$6.85	\$6.65
Utqiagvik (was Barrow)	Natural Gas	\$5.90
Bethel	\$4.78	\$5.02
Chignik	\$3.31	\$4.00
Circle	\$2.46	\$2.96
Deering	\$4.38	\$4.64
Dillingham	\$2.56	\$3.93
Eagle	\$3.50	\$3.95
Fairbanks	\$2.50	\$2.89
Galena	\$5.95	\$6.40
Gambell	\$4.65	\$5.00
Golovin	\$4.00	\$4.00
Holy Cross	\$5.55	\$6.00
Homer	\$2.58	\$2.92
Hooper Bay	\$5.20	\$5.35
Huslia	\$5.70	\$5.50
Juneau	\$2.88	\$2.21
King Cove	\$3.07	\$3.81
Kokhanok	\$6.10	\$6.02
Kotzebue	\$5.34	\$5.45
Nenana	\$2.94	\$3.09
Noorvik	\$5.64	\$6.06
Nuiqsut	Natural gas	\$5.00
Nulato	\$4.35	\$5.00
Pelican	\$3.21	\$3.43
Pilot Station	\$7.32	\$6.81
Port Lions	\$3.45	\$3.75
Ruby	\$3.45	\$4.60
Sand Point	\$4.32	\$3.80
Unalaska	\$3.90	\$3.64
Wales	\$7.21	\$8.24
Wrangell	\$3.00	\$3.47

<sup>1</sup>This is a partial list of the 100 communities surveyed.

Source: Department of Commerce, Community, and Economic Development, Current Community Conditions: Fuel Prices Across Alaska, January 2017 Update

that commute is so popular. Note, though, that the affordability index doesn't account for commuting costs.

## Lowest rent in Wrangell-Petersburg

Areas with more expensive homes tend to have higher rents as well, as the similarities between exhibits 11 and 13 show. Kodiak is an exception in that despite

# 16 Military's Index for Alaska Towns

EFFECTIVE JAN 2017, BASE = 100

Location	Index
Anchorage (inc. Eagle River)	128
Bethel	150
Clear AFS	134
College	132
Cordova	138
Delta Junction	134
Eielson AFB (Fairbanks)	128
Fort Wainwright (Fairbanks)	132
Homer (includes Anchor Point)	136
Juneau	140
Kenai (includes Soldotna)	136
Ketchikan	136
King Salmon (incl Bristol Bay Borough)	136
Kodiak	132
Nome	148
Petersburg	148
Seward	130
Sitka	142
Spruce Cape	136
Tok	132
Unalaska	136
Utqiagvik (was Barrow)	148
Valdez	138
Wainwright	148
Wasilla	122
Other	148

Source: Department of Defense, effective January 2017

it having lower-than-average house prices, Kodiak's rent for a two-bedroom apartment was highest in the state in 2016, a spot it's held for the past five years. One theory is that the relatively generous housing allowances its large Coast Guard population receives drive up area rents.

## Staples cost less in urban areas

Four times a year, the Alaska Department of Commerce, Community, and Economic Development works with partners throughout the state to produce quarterly surveys for the prices of four staples in several communities. (See Exhibit 14.)

Similar to the results from so many other surveys, staples tend to be less expensive in Alaska's urban areas where there's more competition and cheaper shipping. These items often cost less than half of what they would in smaller and more remote places.

Continued on page 16

# Alaska GDP Down in 2016

Fourth year of decline due to continuing oil losses

By NEAL FRIED

**A**laska's gross domestic product declined for a fourth straight year in 2016, falling 5 percent to \$50.7 billion after peaking at \$60.9 billion in 2012. The value of the state's goods and services in 2016 was roughly equivalent to where it stood in 2009. (See Exhibit 1.)

Alaska's percent decline in 2016 was 49th nationally behind North Dakota, whose GDP fell by 6.5 percent. Six states, all energy-producing, lost ground in 2016. In contrast, the nation's gross domestic product grew by 1.5 percent.

## Current decline the longest in Alaska's modern history

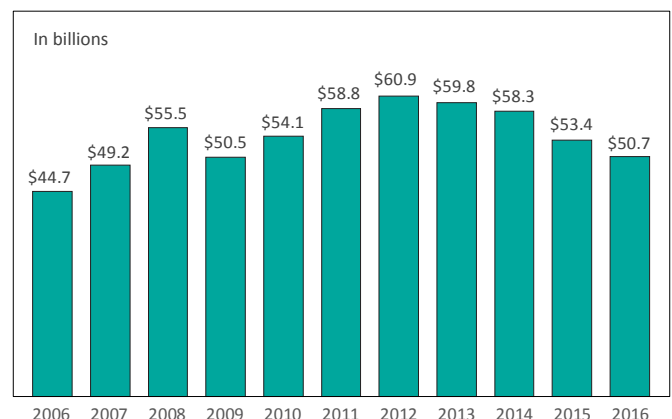
The four-year decline in the state's gross domestic product is the longest downward slide since its inception in 1963. Alaska's GDP has dropped 10 times in its history, but declines never lasted more than a year. The steepest loss was in 1986, when Alaska GDP fell by 27 percent during the trough of the state's housing bust.

The 2016 drop is tied to Alaska's current recession,

# 1

## GDP Down For Fourth Year

ALASKA'S GROSS DOMESTIC PRODUCT, 2006-16



Source: U.S. Bureau of Economic Analysis

and like every other GDP decline in Alaska's history, nearly all of the loss has been attributable to the oil and gas sector. (See Exhibit 2.)

## Oil's unusually large role

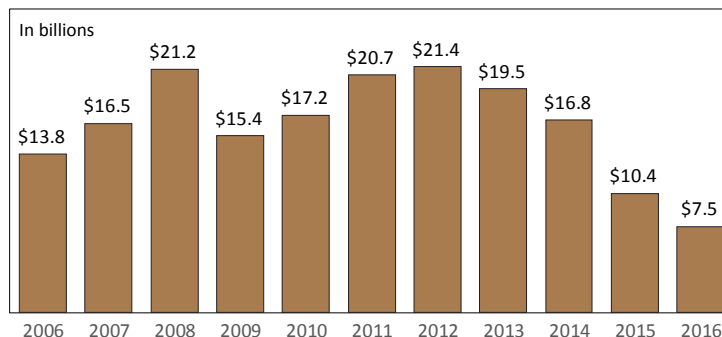
Because of the volatility of oil prices and oil's massive role in the state's economy, Alaska's petroleum industry can swing the state's total GDP value like no other.



# 2

## Most of the Volatility Due to Oil

MINING\* SHARE OF STATE GDP VALUE, 2006 TO 2016



\*The oil and gas industry represents about 90 percent of mining's value.  
Source: U.S. Bureau of Economic Analysis

Oil makes up 90 percent of the mining sector in Alaska, and even at its diminished 2016 value, mining still represented 14 percent of Alaska's total gross domestic product.

Still, mining has taken a huge hit. Between 2012 and 2016, the sector's overall value fell by nearly two-thirds, from \$21.4 billion to \$7.5 billion. In fact, oil and gas was the only industry whose GDP value was less in 2016 than in 2012.

Mining's share of Alaska GDP is second only to gov-

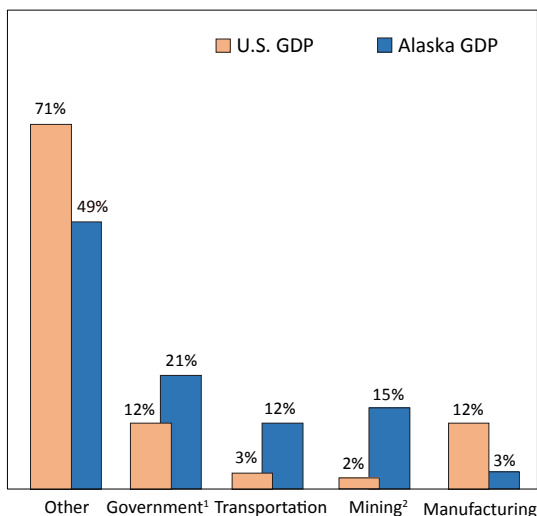
ernment (see Exhibit 3), with which it volleys for the top spot from year to year. Over the past two decades, mining's share of Alaska GDP ranged from 13 percent to 35 percent, with an annual average of 25 percent. Nationally, the oil and gas industry represents less than 1.5 percent of total GDP.

Alaska isn't the only state whose GDP is so heavily influenced by oil, and other oil states have also seen large GDP swings in recent years. Wyoming or North Dakota recorded the fastest state GDP growth in eight of the last 16 years and the slowest growth in five.

# 3

## What Goes Into the GDP

### ALASKA AND THE U.S., 2016



<sup>1</sup>Federal (including military), state (including the University of Alaska), and local (including K-12 public schools and tribal government)

<sup>2</sup>In Alaska, mining is mostly oil and gas.

Source: U.S. Bureau of Economic Analysis

## Alaska's GDP mix is unique

One strength of GDP figures is they allow us to compare Alaska's economy with that of the nation and

### Why we don't hear about state GDP very often

At the national level, gross domestic product is considered the broadest measure of the nation's economic health. Although the states' measures are similar, they don't get nearly as much attention because they aren't as reliable. For example, not everything a state produces is owned or consumed by its residents. It is also difficult to measure the inflow and outflow of goods, services, and labor between states. And unlike income data, the state's gross domestic product data are not resident-adjusted.

Because of these shortcomings, year-to-year changes in the state's GDP should be treated with caution. However, while a single year of decline could be almost ignored, a fourth straight year is worth noting.

## COST OF LIVING

Continued from page 13

The department also conducts a semi-annual survey of fuel prices in 100 communities around the state, which show fuel prices were down somewhat in 2016, commensurate with the overall drop in energy costs.

As with other essentials, smaller and more remote communities have much higher fuel prices than urban areas. Communities with the highest fuel prices depend on planes for their supplies and include Arctic Village and Pilot Station, where a gallon of gasoline costs as much as \$10. (See Exhibit 15 on page 13.)

### Military considers Alaska an ‘overseas’ location

The U.S. Department of Defense produces a cost-of-living index for all of its overseas locations, and includes places in Hawaii and Alaska as “overseas.” The Alaska communities’ resulting higher-than-average index values are similar to what other sources report. (See Exhibit 16 on page 13.)

The military’s cost-of-living index is unique in that it’s calculated on spendable income only, which is total income minus housing expenses. The military handles housing separately through an allowance program.

Neal Fried is an economist in Anchorage. Reach him at (907) 269-4861 or [neal.fried@alaska.gov](mailto:neal.fried@alaska.gov).

the 49 other states. The differences are dramatic. Alaska’s GDP has one of the most unusual industry blends in the country. Besides oil, three other industries set Alaska apart: government, manufacturing, and transportation.

*Gross domestic product is the value of all the goods and services the state produced in a year.*

Transportation’s share of Alaska’s GDP is four times larger than it is nationally. Transportation has an obvious outsized role in Alaska because of the volume of inter-

national cargo and the increased effort and expense it takes to move goods around such a large state, but it’s pipeline transportation that truly drives up the percentage. In 2015, pipeline transportation represented over half the value of Alaska’s transportation industry.

At the opposite extreme, manufacturing’s share of GDP is about four times smaller in Alaska than it is in the U.S. as a whole, because the only sizable manufacturers in Alaska are seafood processors and oil refineries.

Government’s large share of state GDP is due mostly to the federal government’s prominence in Alaska’s economy.

These differences are part of the reason the state is now struggling economically while the nation prospers and, likewise, why Alaska’s economy escaped the past decade’s national recession nearly unscathed while most of the country suffered heavy declines.

Neal Fried is an economist in Anchorage. Reach him at (907) 269-4861 or [neal.fried@alaska.gov](mailto:neal.fried@alaska.gov).

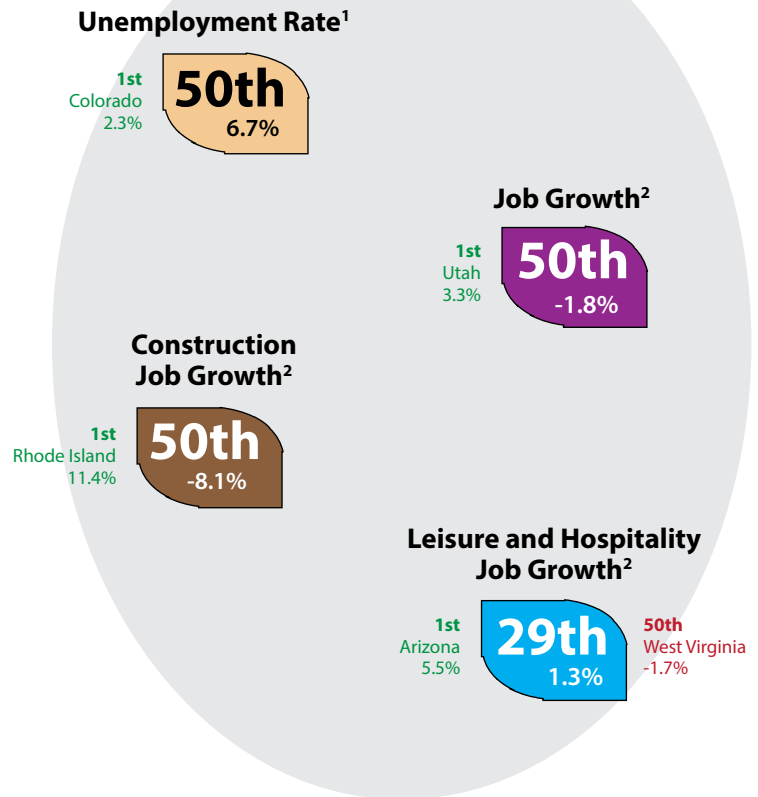


# The Month in Numbers

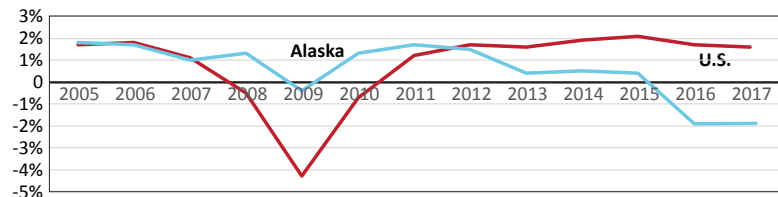
## Unemployment Rates

	Prelim.		Revised
SEASONALLY ADJUSTED	5/17	4/17	5/16
United States	4.3	4.4	4.7
Alaska Statewide	6.7	6.6	6.6
NOT SEASONALLY ADJUSTED			
United States	4.1	4.1	4.5
Alaska Statewide	6.8	7.0	6.6
<b>Anchorage/Mat-Su Region</b>	<b>6.3</b>	<b>6.4</b>	<b>5.9</b>
Municipality of Anchorage	5.8	5.8	5.3
Matanuska-Susitna Borough	8.2	8.7	7.8
<b>Gulf Coast Region</b>	<b>7.0</b>	<b>7.7</b>	<b>7.5</b>
Kenai Peninsula Borough	7.6	8.3	8.0
Kodiak Island Borough	4.6	4.6	4.7
Valdez-Cordova Census Area	6.8	8.4	7.9
<b>Interior Region</b>	<b>6.7</b>	<b>7.1</b>	<b>6.3</b>
Denali Borough	6.2	16.2	5.1
Fairbanks North Star Borough	6.0	6.1	5.5
Southeast Fairbanks CA	8.6	9.7	10.0
Yukon-Koyukuk Census Area	17.0	18.1	17.1
<b>Northern Region</b>	<b>12.9</b>	<b>12.4</b>	<b>11.7</b>
Nome Census Area	13.7	13.3	12.9
North Slope Borough	7.5	7.0	6.9
Northwest Arctic Borough	18.9	18.6	16.6
<b>Southeast Region</b>	<b>5.2</b>	<b>5.9</b>	<b>5.6</b>
Haines Borough	7.4	9.2	8.7
Hoonah-Angoon Census Area	9.6	13.4	10.1
Juneau, City and Borough	4.1	4.5	4.1
Ketchikan Gateway Borough	5.7	6.3	5.9
Petersburg Borough	6.7	7.4	8.5
Prince of Wales-Hyder CA	9.0	10.1	11.1
Sitka, City and Borough	4.1	3.9	4.3
Skagway, Municipality	4.2	11.8	4.7
Wrangell, City and Borough	5.9	6.2	6.1
Yakutat, City and Borough	6.5	6.4	6.2
<b>Southwest Region</b>	<b>12.5</b>	<b>10.3</b>	<b>13.3</b>
Aleutians East Borough	4.7	2.3	5.7
Aleutians West Census Area	5.7	3.6	5.8
Bethel Census Area	14.9	13.7	15.4
Bristol Bay Borough	5.2	7.8	6.0
Dillingham Census Area	10.0	9.7	10.7
Kusilvak Census Area	21.1	20.3	22.7
Lake and Peninsula Borough	11.6	13.8	13.3

## How Alaska Ranks



## Job Growth in Alaska and the Nation



All data sources are U.S. Bureau of Labor Statistics and Alaska Department of Labor and Workforce Development, Research and Analysis Section, unless otherwise noted.

<sup>1</sup>May seasonally adjusted unemployment rates

<sup>2</sup>May employment, over-the-year percent change

# Safety Minute

## Many Alaska workers face the risk of drowning

Drowning is the fifth leading cause of death in the United States, according to the Centers for Disease Control and Prevention. The CDC also reports that over 50 percent of nonfatal drowning victims require hospitalization versus a hospitalization rate of 6 percent for all unintentional injuries. Near-drownings can cause severe brain damage resulting in long-term physical disability.

Drowning is a risk any time a worker is near water. In Alaska, people frequently work on, near, and over oceans, bays, inlets, lakes, ponds, rivers, streams, and manmade impoundments. The shock of an unexpected immersion in cold Alaska waters can also profoundly affect breathing, nerves, and muscle strength, which significantly reduces a victim's swimming and self-rescue abilities. When drowning is a danger, employers should:

- Provide U.S. Coast Guard-approved life jackets or buoyant work vests.
- Provide guardrails or other protection against falls into the water.
- Develop and evaluate a plan for rescue in case a worker falls into the water.
- Provide ring buoys with at least 90 feet of line and make them readily available for emergency rescues.
- Have at least one lifesaving skiff immediately available where employees are working over or adjacent to water.

Safety Minute is written by the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.

# Employer Resources

## Reducing recidivism rates through employment opportunities

Statistics show that gainful employment is a key factor in reducing recidivism rates. However, employers may be reluctant to hire people with a felony record because of the perceived risk in employing those with "questionable" backgrounds, and as a result employers might miss out on workers who could help make their businesses even more successful. As all employers know, finding good, qualified workers is essential to running a business.

The Department of Labor and Workforce Development's Division of Employment and Training Services administers two programs designed to save employers money and alleviate fears of employee dishonesty: Fidelity Bonding and the Work Opportunity Tax Credit.

Fidelity Bonding offers employers financial insurance against potential employee dishonesty. Often, an employer finds a candidate who is a perfect match for the job, but the candidate is a felon and the employer is understandably hesitant to make a job offer. Fidelity bonds mitigate the employer's financial risk.

The department issues these bonds, usually in \$5,000 increments, at no charge to the employer. There is no deductible,

and the bond insurance reimburses the employer for any loss due to employee theft of money or property.

The Work Opportunity Tax Credit reduces an employer's federal income tax liability by giving a tax credit of up to \$2,400 for hiring a qualified felon. If the candidate is also a qualified veteran, the tax credit can be as high as \$9,600.

Lack of employment increases Alaska's crime and recidivism rates, and felons face significant barriers in finding a job. Employers who hire former inmates recognize the return on investment to their businesses and communities and can help make Alaska a safer, more prosperous home for all Alaskans. Fidelity Bonding and WOTC help employers achieve these civic goals.

To learn more about saving money through Fidelity Bonding and WOTC, employers can contact their nearest Alaska Job Center at (877) 724-2539 or visit the Business Connection site at <http://jobs.alaska.gov/employer.htm>.

Employer Resources is written by the Employment and Training Services Division of the Alaska Department of Labor and Workforce Development.

# MCC7500 DISPATCH CONSOLE UPGRADE



**MOTOROLA SOLUTIONS**

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August 11, 2017

Chris Farmer  
Information Technology Director  
City of Valdez, Alaska  
P.O. Box 307  
212 Chenega Ave.  
Valdez, AK 99686

**Subject: MCC7500 Dispatch Console Upgrade**

Mr. Farmer,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the City of Valdez with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution replaces the existing Motorola Solutions Centracom Gold Elite dispatch system with the current Motorola Solutions MCC 7500 Dispatch system with two console furniture options to replace the existing furniture. This proposal includes the following specific quotes.

- Motorola Solutions MCC7500 Dispatch Console Upgrade (Equipment and Services). This includes:
  - Two MCC7500 Console Positions.
  - Conventional Gateways and Controller.
- Option for two Motorola Solutions APX7500 Consolettes to replace existing backup control stations.
- Two Options Watson Console Furniture Upgrade (Equipment and Services):
  - Two-Position Synergy 3 Full Lift Console Furniture.
  - Two-Position Mercury Dispatch Console Furniture.

This proposal shall remain valid for 90 days unless otherwise extended. This Proposal is based upon the master purchasing agreement executed by the Houston-Galveston Area Council of Governments ("H-GAC") and Motorola Solutions, Inc., for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment, Contract No. RA05-15, dated May 1, 2015 (the "H-GAC Contract"), which is incorporated herein in its entirety by this reference, and the enclosed Communications System Agreement which serves as the "End User Agreement" as referenced in Section 6 of the H-GAC Contract. The City of Valdez may accept the proposal by delivering to Motorola Solutions a signed copy of the Motorola Solutions Communications System Agreement or a signed PO that incorporates by reference this proposal. In addition, this proposal includes a special and conditional discount to reduce the Contract Price if the project is deployed consistently with (or ahead of) the dates listed in the Pricing Summary section of the Proposal.

Motorola Solutions is pleased to address any concerns the City may have regarding this proposal. Any questions can be directed to your Motorola Solutions Account Executive, Roy Kyser, at (425) 412-0698.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Larsen'.

Larsen Grabenkort  
Area Sales Manager  
PNW Region  
Motorola Solutions, Inc.

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# SYSTEM DESCRIPTION

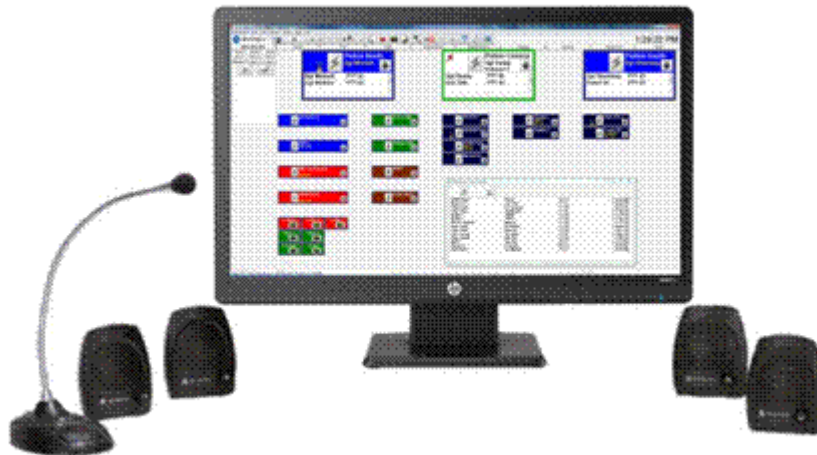
## 1.1 SYSTEM OVERVIEW

This project replaces the existing Motorola Solutions Centracom Gold Elite dispatch system with the current Motorola Solutions MCC 7500 Dispatch system. The existing Motorola Solutions Centracom system has been in service for many years, and was upgraded in 2004 to the Gold Elite platform. Parts and support for the existing equipment have reached end of life and many items are no longer supported. Moreover, when the Statewide Motorola Solutions ASTRO25 System is next upgraded, it will no longer support Gold Elite consoles.

The new MCC platform provides current production equipment and software that will provide years of quality service, similar to what the Centracom platform provided. To minimize training and maximize dispatcher familiarity with the MCC 7500 console, the user interface looks and operates very similar to the Gold Elite interface they are used to.

In addition to the console equipment, Motorola Solutions has also included an option to replace the two backup consolettes and two options for replacing the existing console furniture.

The following section provides more detail regarding the proposed hardware to be provided; however this is meant for summary purposes. For the contractual hardware provided, please refer to the included equipment list.



**Figure 1-1: MCC7500 IP Dispatch Console**



## 1.1.1 MCC 7500 Dispatch Overview

The Motorola Solutions MCC 7500 Dispatch Console is a high tier IP dispatch console for use with ASTRO 25 radio systems. It provides access to the ASTRO trunked radio system resources through seamless IP connectivity.

The new MCC7500 console system being proposed for the primary dispatch center will be connected to an ASTRO 7.13 core. Two MCC7500 console positions are being provided as part of this proposal.

Below are the major system components:

- Voice Processor Module (VPM).
- Personal Computer (PC) with Windows 10 Operating system.
- MOSCAD Aux I/O capability.
- Backup Conventional Site Controller.
- Conventional Channel Gateways (CCGW).

Below is a list of accessories included for each dispatch position:

- Two Desktop Speakers.
- One Desktop Microphone.
- Two MCC Series Headset Jacks.
- One Dual Pedal Footswitch.

Four of the audio ports on each MCC7500 VPM will be used to provide an interface to the existing analog logging recorder. This will allow up to 8 Trunked talkgroups to be recorded.

### 1.1.1.1 Auxiliary Inputs and Outputs

Currently local relays controlled by the dispatch console, operate various cell and perimeter doors in the facility. The same functionality will be provided on the new MCC Console User interface. Auxiliary inputs and outputs (Aux I/Os) allow dispatchers to control external devices via relay closures and sense the state of external devices via input buffers from the dispatch position. There are two basic types of Aux IOs: Public and Private. Public Aux I/O's are accessible by more than one dispatch position and private Aux I/O's are accessible by only one dispatch position. There are four private Aux IO's available in the VPM of the dispatch position; they are dedicated to specific functions and cannot be reprogrammed for anything else. These specific functions are Call on selected channel, PTT relay, emergency beacon and Activate Private Relay when Public Aux I/O is Active. The console system supports public Aux I/Os by accessing and controlling MOSCAD RTUs and displaying the status of the RTUs' inputs and outputs on the dispatch position graphical user interface (GUI). The supported Aux I/O configurations are:

- Momentary Input.
- Latched Input.
- Momentary Output.
- Latched Output.
- Interlocked Latched Output.

The SDM3000 RTU is capable of supporting up to 16 outputs and 48 inputs. The RTU provides single pole Form A relay outputs capable of switching 1A @ 24VDC or 1A @ 24VAC.



The RTU input buffers have the following characteristics:

- Active high.
- Configurable to work with either wet or dry closures.
- Configurable wetting voltage (5V or 12V).
- Configurable polarity of 5V wetting voltage.

#### 1.1.1.2 Encryption

The proposed consoles will support the Advanced Encryption Standard (AES) Encryption Algorithm.

#### 1.1.1.3 Conventional Channel Gateways & Site Controller

Two Enhanced CCGW's are included in the proposal to interface to conventional channels. A high density version of this CCGW is included to support eight analog channels per CCGW. A total of eight analog conventional resources can be connected to the CCGW's. Each analog port is terminated as a RJ45 connector on the CCGW.

A conventional site controller comprised of GCP8000 hardware is included in the proposal to allow dispatchers to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation". The conventional site controller, CCGWs and dispatch positions are designed to be placed on the same console site LAN to take advantage of fallback operation.

The dispatch console will be capable of controlling ASTRO 25 conventional channels, MDC 1200 channels and/or consolettes connected via ACIM Link.

#### 1.1.1.4 Master Site Connectivity

One site switch and one site router are provided for the console site to connect to the master site using T1's. New console licenses required by the master site are also part of this proposal. Hardware required at the master site for console site connectivity (for example, core routers that support redundant links) is assumed to be already in place and is not part of this proposal.

#### 1.1.1.5 Spares

The following is a list of field replaceable units (FRU's) included in the proposal for the MCC7500 console system.

- One Desktop Speaker.
- One Desktop Gooseneck Microphone.
- One Headset Jack.
- One Personal Computer (PC) - Windows 10.
- One VPM FRU with AES encryption algorithm.
- One GGM8000 Gateway w/ High Density CCGW module.
- One HP Networking Switch.

## 1.1.2 Optional Backup Dispatch Console

In order to provide backup communications at the primary dispatch center, separate pricing is provided for two APX7500 FDMA 7/800 band consolettes to replace the existing control stations. Each consolette can be controlled by each console position (one at a time). Motorola Solutions has not included any networking components or RF distribution systems (antenna, coaxial cable, lightning arrestor, and control station combiner) to support the backup communications subsystem. The existing antenna system will be reused if this option is included.

## 1.1.3 Optional Console Furniture

Motorola Solutions has included two console furniture solutions from Watson. The following provides a summary of the features included with each option. Please see the included drawings and brochures for further information.

### 1.1.3.1 Synergy 3 Full Lift Consoles

For this option, each position includes the following:

- 3036 sit/stand height adjustable work surface and independently adjustable keyboard platform.
- 42" High Panels.
- 24" x 42" Fixed Extension with CPU Storage.
- Front and rear access to CPU Storage.
- Depth Adjustment Array for 4-24" LCD's.
- Total Comfort System - Desk Top Fans, Radiant Heat Panels and Dimmable LED Task Light.
- Shared Bridge with Shared Peninsula and 30" Rotating Resource.
- Grounding Bar.
- Speaker Adapter Brackets.

### 1.1.3.2 Mercury Dispatch Consoles

For this option, each position includes the following:

- 90" wide 36" depth Sit/Stand height adjustable work surface.
- 42" High Screens.
- Independently Height Adjustable Monitor Array for 4-24" LCD's.
- With Environment Control Package - Ambient lighting, 2 gooseneck LED lights, Forced Air Heat and desk top fans.
- Grounding Bar.
- Technology Storage Units for PC's - 24" Deep x 30" Wide x 24" High.
- Ten Tech Ports - Type to be determined (USB, RJ45, Audio, etc.).
- Shared personal storage - Open/Box/Door.
- Speaker brackets to mount to Monitor Array.



## 1.2 DESIGN BASIS

Motorola Solutions has made several assumptions in preparing this proposal. Should any of these assumptions be incorrect, Motorola Solutions reserves the right to amend the proposal, which could result in a change in project scope, schedule, and/or cost:

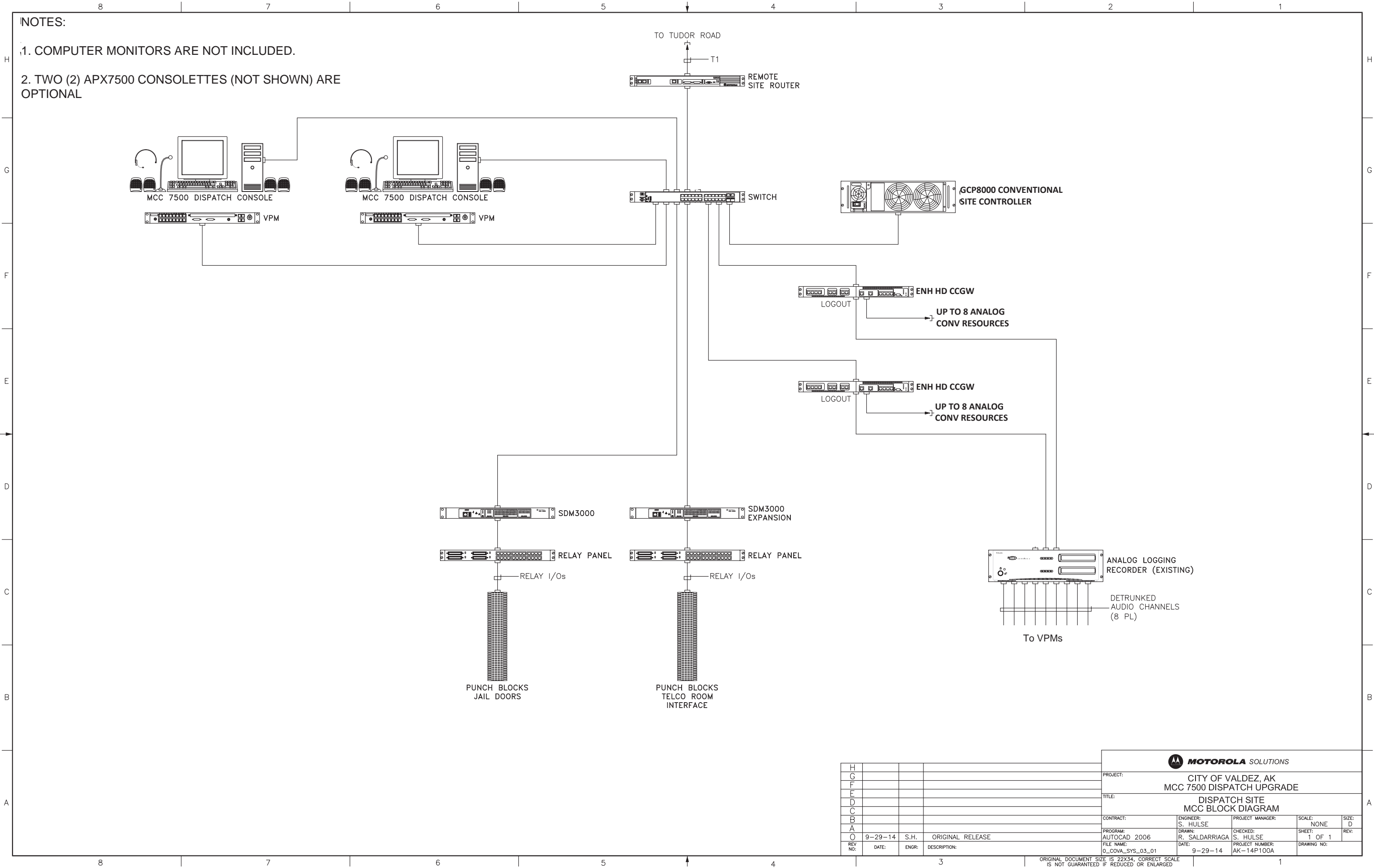
- This quote does not include considerations for any site specific installation requirements, including but not limited to:
  - HVAC.
  - Floor Loading.
  - Power sourcing/loading.
  - Breaker panel availability.
  - Surge suppression, beyond that provided by Motorola Solutions for new equipment.
- In the equipment room, the equipment will be housed in one new rack.
- The existing electrical circuits are planned to be reused by the new console equipment. All power/HVAC will be provided by the City of Valdez:
  - The console equipment provided in this proposal requires 120VAC power.
  - The demarcation point will be the rackmount UPS physically located in the equipment rack provided by Motorola Solutions.
  - The City of Valdez will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment.
  - The City of Valdez will provide a connection to the building grounding system at each operator position.
- All existing sites or equipment locations will have sufficient space available for the system equipment described.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Valdez.
- No provisions have been made to provide relay closure/detection for shared AUXI/O resources between the MCC 7500 and Gold Elite consoles as none were identified during the design.
- No provisions have been made to share any conventional resources between the MCC7500 and Gold Elite consoles.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing Gold-Elite-based dispatch equipment/design and the MCC 7500 dispatch equipment.
- Motorola Solutions MCC 7500 training is highly recommended as some of the functionality and failure-mode operation may be different from Gold Elite operator positions. Training can be ordered using a change order.
- The provided CCGWs support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces (see section 1.1.1.3 for more detail).
  - Motorola Solutions assumes that all existing conventional resources utilize keying methods that are compatible with the provided CCGWs.
  - The CCGW does not support DC-controlled or two-wire audio connections.
- Computer monitors are not included for the dispatch consoles. The City of Valdez will provide the computer monitors.
- The City of Valdez will be responsible for providing a dedicated T1 link to connect the MCC7500 console site to the ASTRO 7.13 master site. The demarcation point for the T1 circuits shall be the Motorola Solutions-identified connection ports on the Motorola Solutions-provided equipment. The City of Valdez will be responsible to provide surge-suppression (as necessary) on all physical links entering/leaving the site.

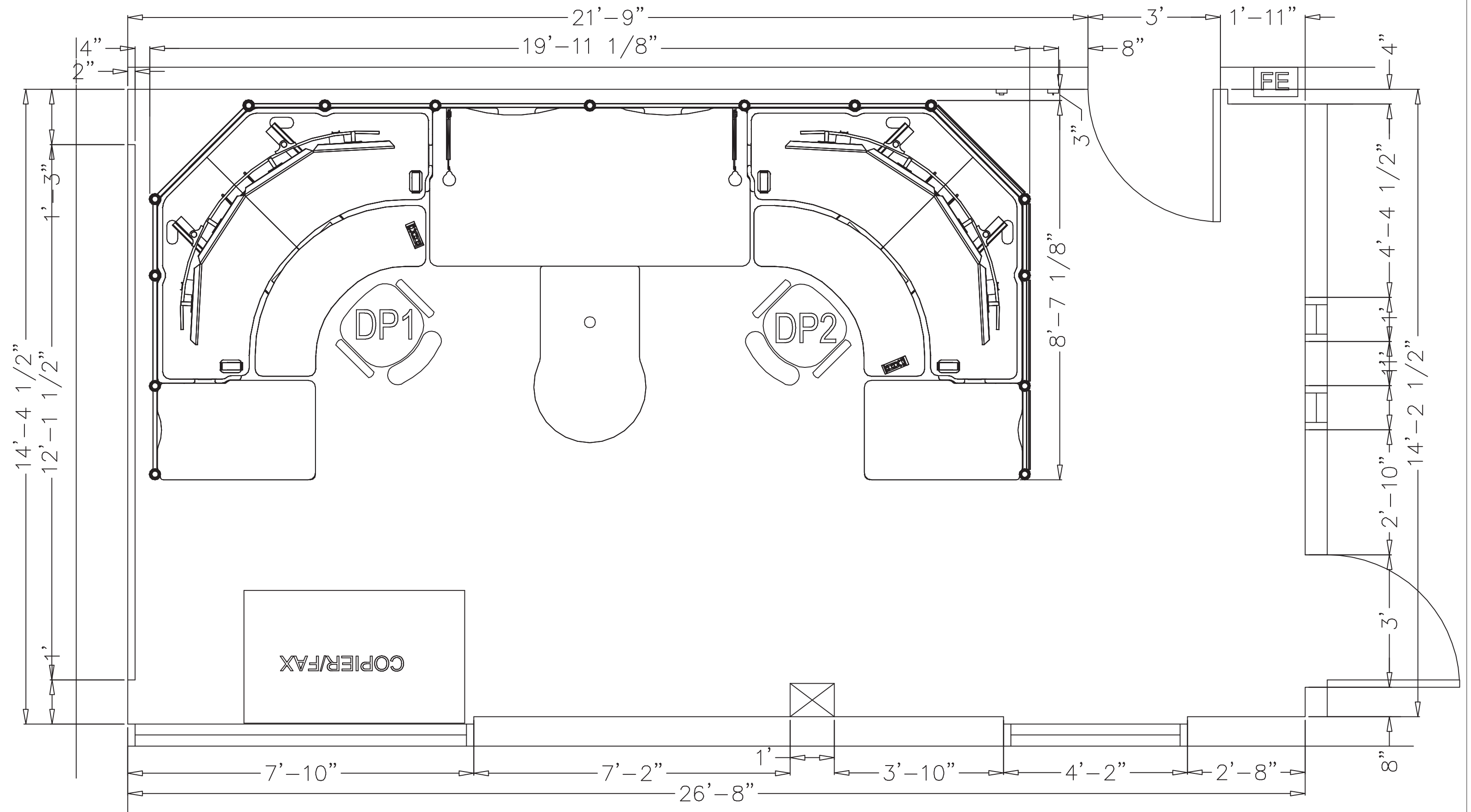
- No UPS or other type of backup power system is included in this proposal.
- Motorola Solutions' demarcation point for connection to existing conventional resources is the CCGW. The City of Valdez will be responsible for bringing the 4 wire analog circuits to the CCGW at the console site.
- Motorola Solutions has not made any provisions in its design to include telephony connections (with the exception of a POTS headset connection) to its dispatch hardware.
- Keyloading hardware (KVL) for loading encryption keys into the VPM is not included in this proposal.

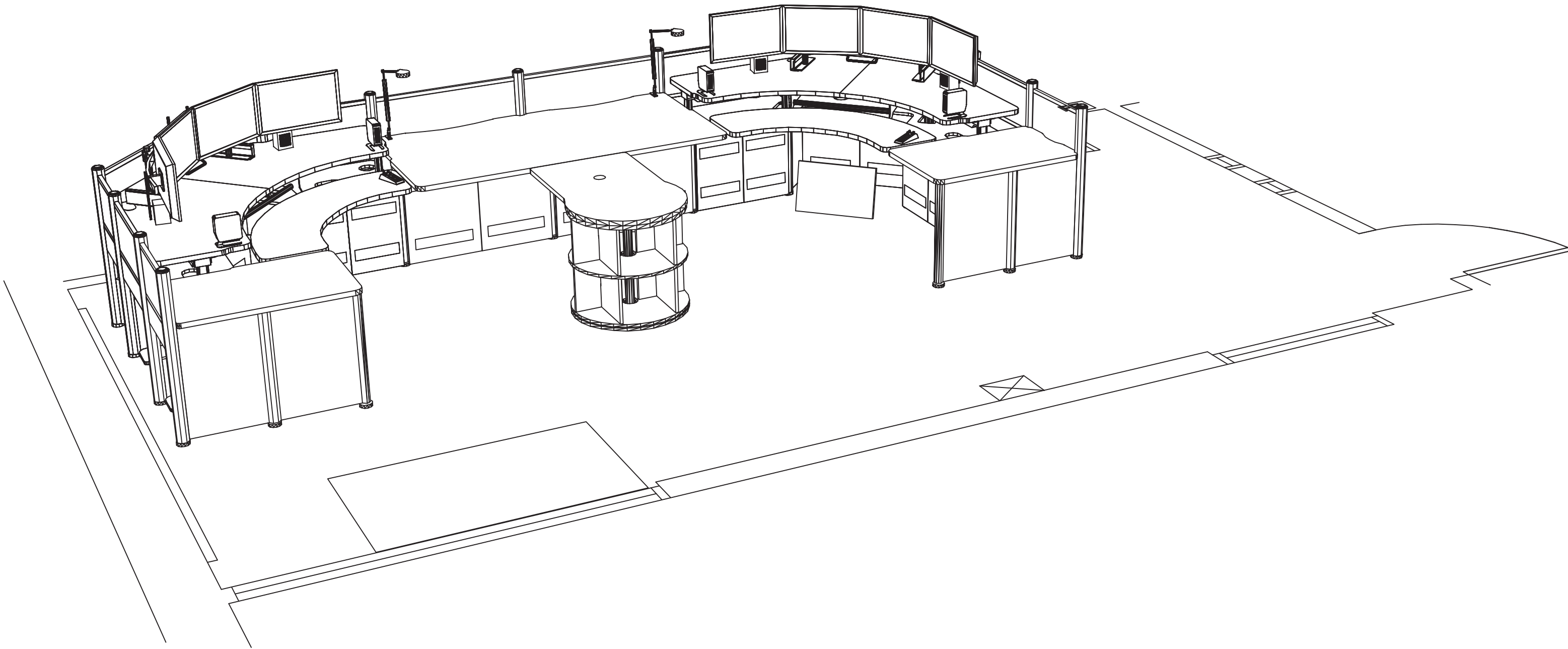
## 1.3 SYSTEM DRAWINGS AND DIAGRAMS

Motorola Solutions has provided drawings of the console equipment interconnections as well as console furniture drawings in the pages that follow.

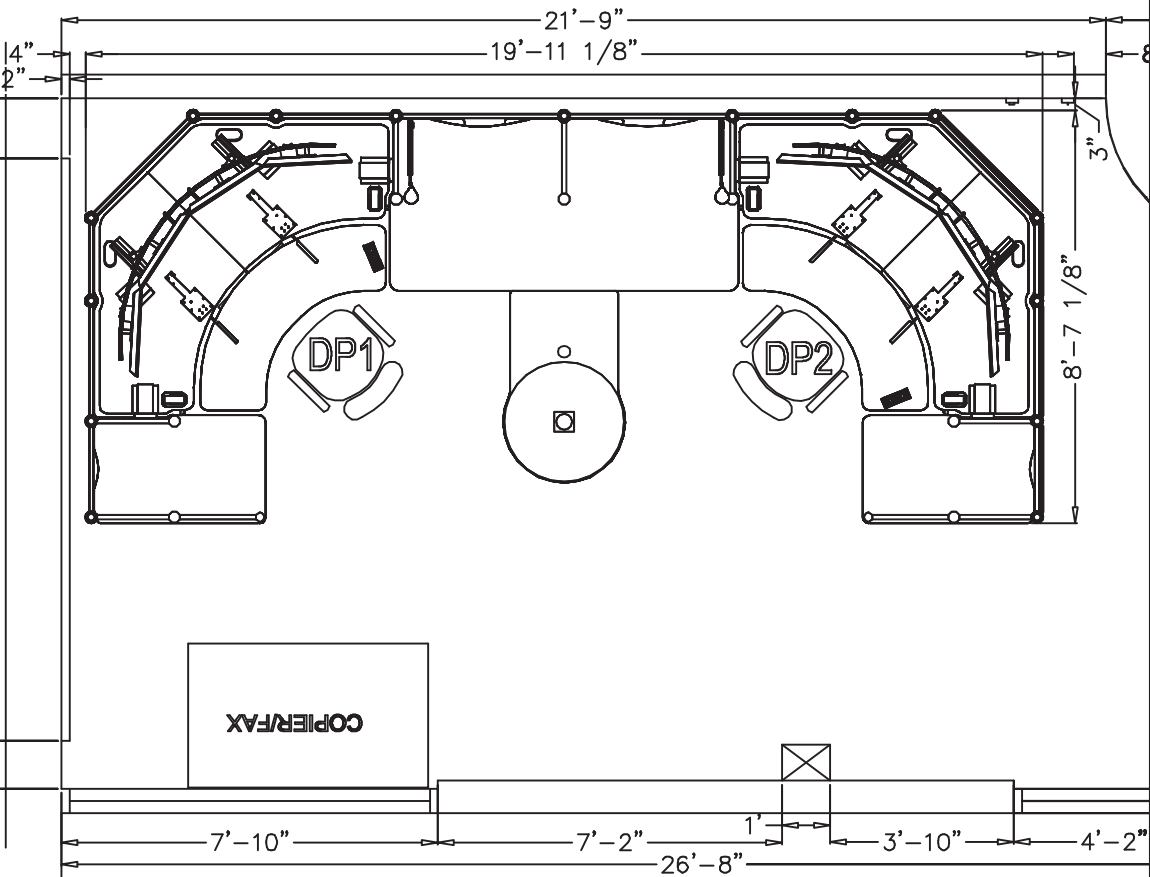




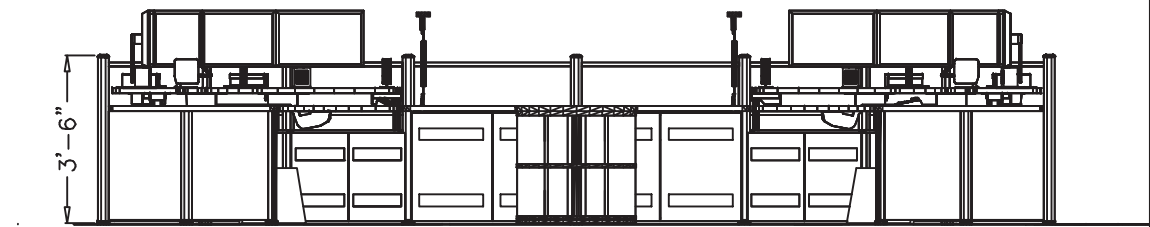








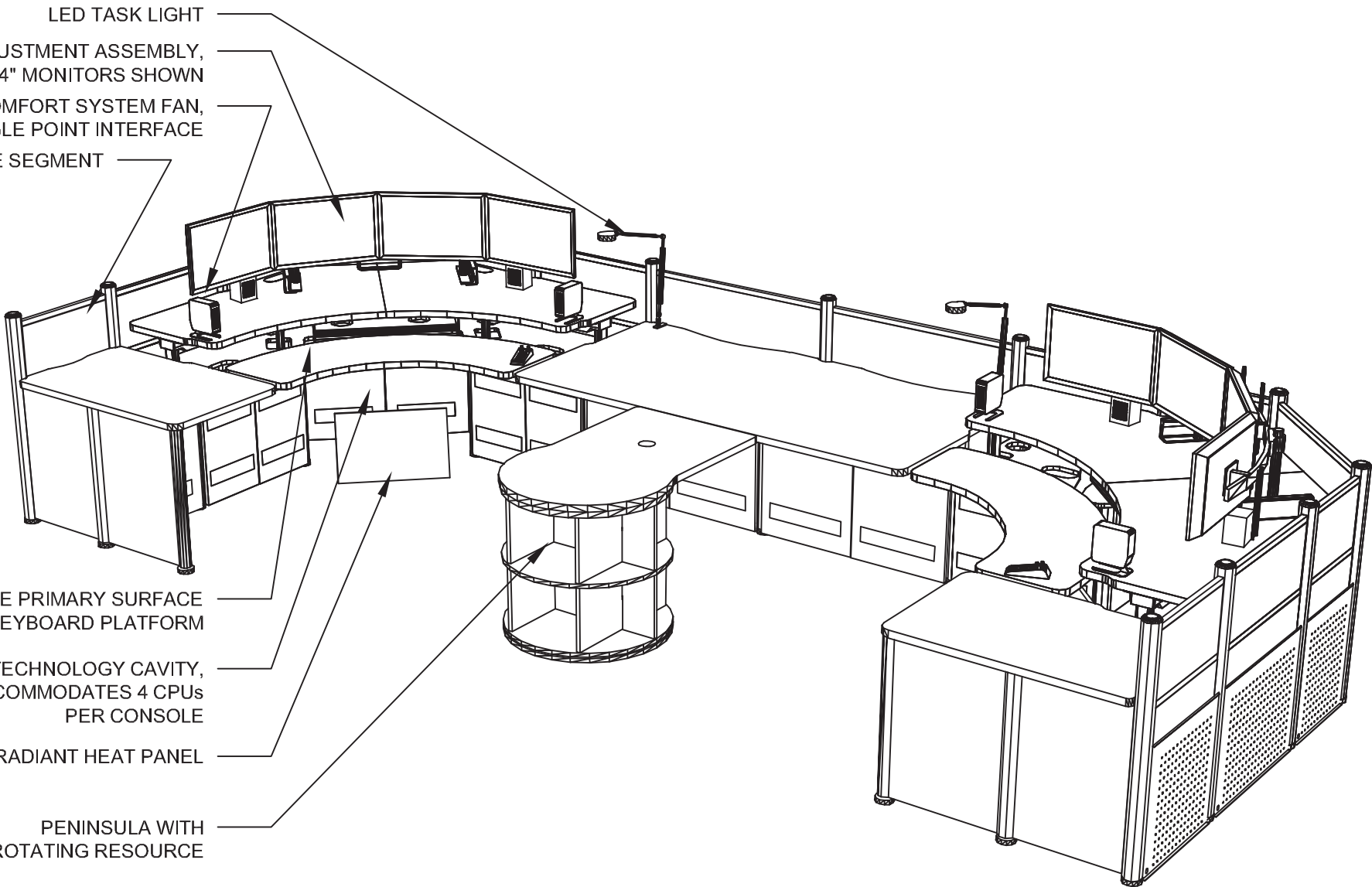
PLAN VIEW



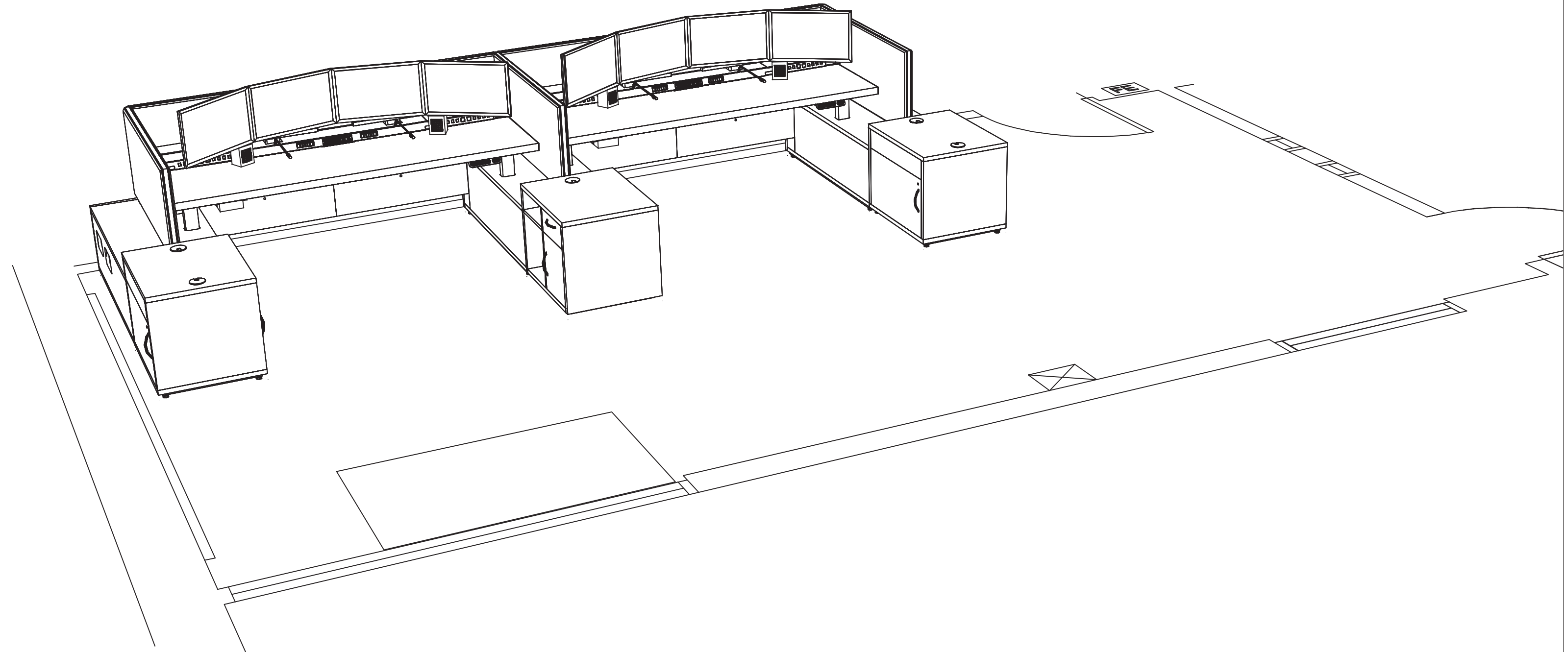
ELEVATION VIEW

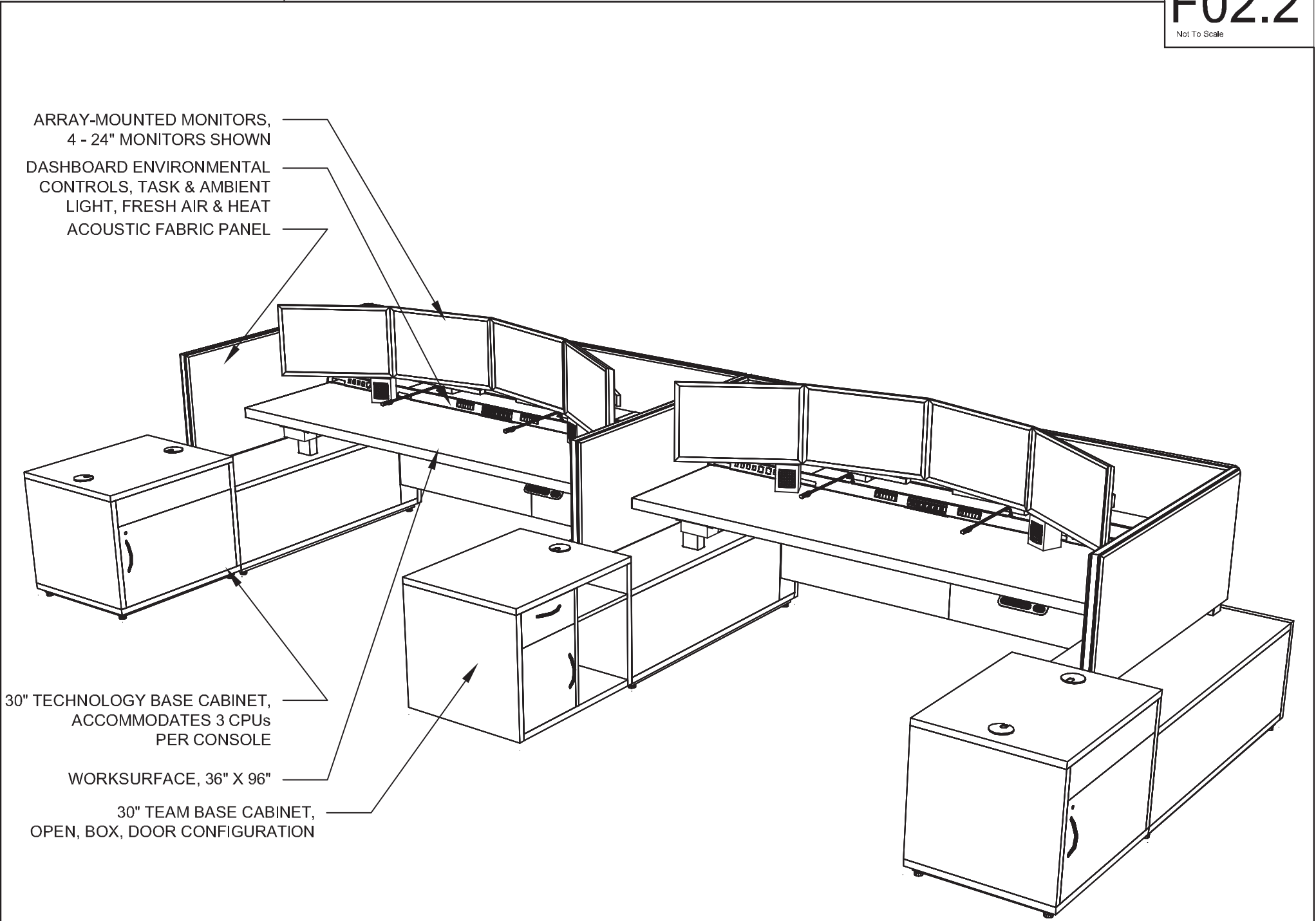
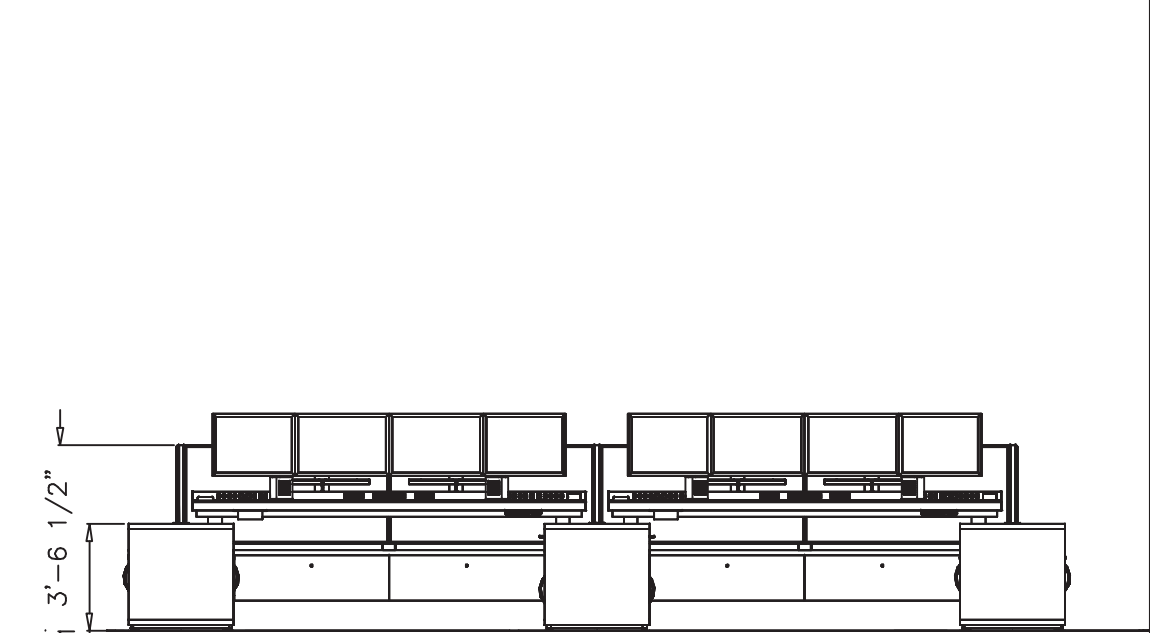
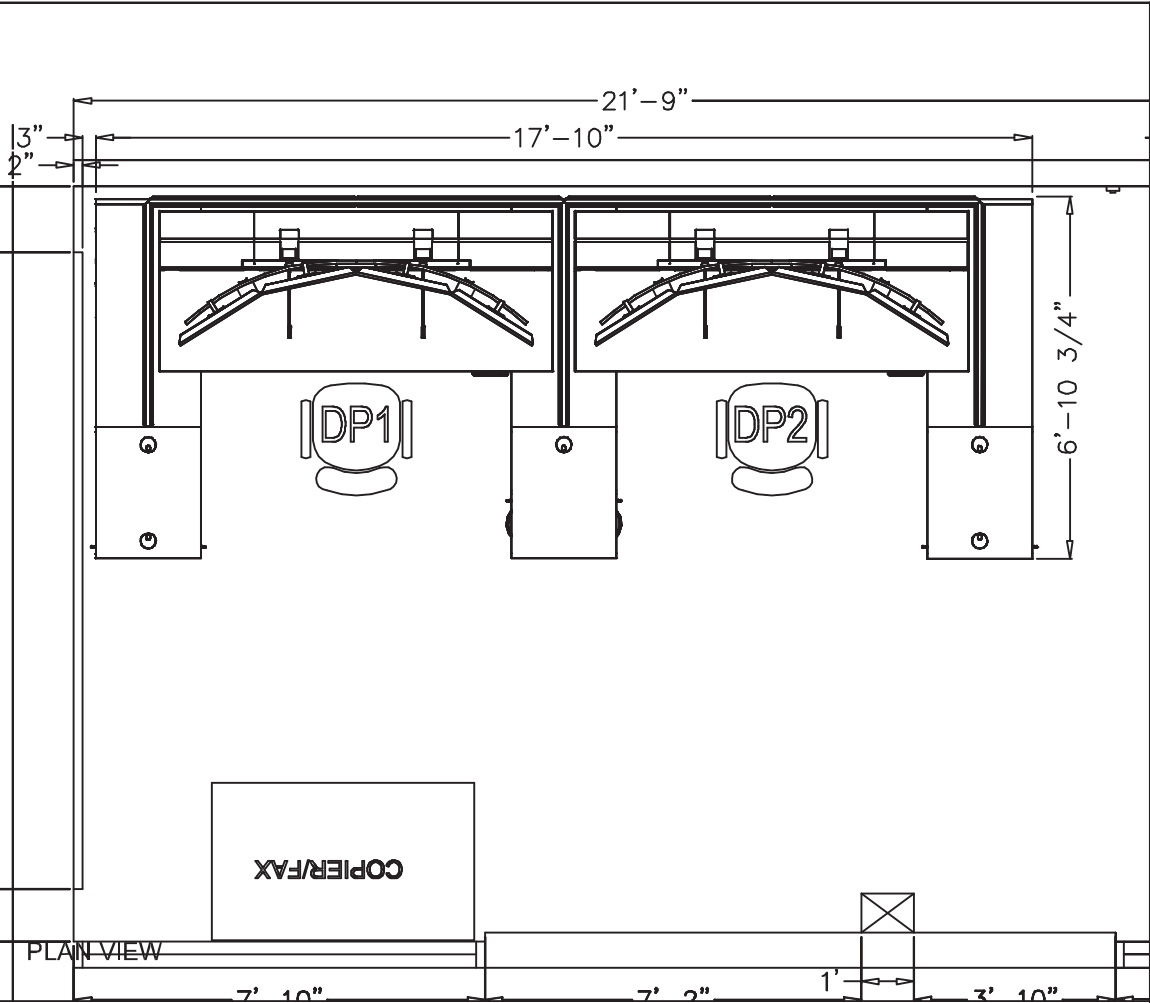
LED TASK LIGHT  
DEPTH ADJUSTMENT ASSEMBLY,  
4 - 24" MONITORS SHOWN  
TOTAL COMFORT SYSTEM FAN,  
& SINGLE POINT INTERFACE  
TACKABLE SEGMENT

ADJUSTABLE PRIMARY SURFACE  
& KEYBOARD PLATFORM  
LOCKABLE TECHNOLOGY CAVITY,  
ACCOMMODATES 4 CPUs  
PER CONSOLE  
RADIANT HEAT PANEL  
PENINSULA WITH  
ROTATING RESOURCE









# STATEMENT OF WORK

## 2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Valdez. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and the City of Valdez to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and the City of Valdez during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and the City of Valdez.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola Solutions is offering City of Valdez the replacement of the existing Motorola Centracom Gold Elite Dispatch Console equipment with the Motorola MCC7500 Dispatch Console Equipment. Motorola Solutions is offering two MCC7500 Console Positions that will be connected to the Statewide ASTRO 25 Master Core.

Motorola Solutions has included two optional APX7500 FDMA 7/800 MHz Backup Dispatch Console. Antenna System is not included as part of this proposal. Existing Antenna System will be used if this option is purchased.

Motorola Solutions has included two optional offering for the Watson console furniture solutions.



## 2.2 ASSUMPTIONS

Motorola Solutions has based the system design on information provided by the City of Valdez and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to the City of Valdez, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- This quote does not include considerations for any site specific installation requirements, including but not limited to:
  - HVAC.
  - Floor Loading.
  - Power sourcing/loading.
  - Breaker panel availability.
  - Surge suppression, beyond that provided by Motorola Solutions for new equipment.
- In the equipment room, the equipment will be housed in one new rack.
- The existing electrical circuits are planned to be reused by the new console equipment. All power/HVAC will be provided by the City of Valdez:
  - The console equipment provided in this proposal requires 120VAC power.
  - The demarcation point will be the rackmount UPS physically located in the equipment rack provided by Motorola Solutions.
  - The City of Valdez will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment.
  - The City of Valdez will provide a connection to the building grounding system at each operator position.
- All existing sites or equipment locations will have sufficient space available for the system equipment described.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Valdez.
- No provisions have been made to provide relay closure/detection for shared AUXI/O resources between the MCC 7500 and Gold Elite consoles as none were identified during the design.
- No provisions have been made to share any conventional resources between the MCC7500 and Gold Elite consoles.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing Gold-Elite-based dispatch equipment/design and the MCC 7500 dispatch equipment.
- Motorola Solutions MCC 7500 training is highly recommended as some of the functionality and failure-mode operation may be different from Gold Elite operator positions. Training can be ordered using a change order.
- The provided CCGWs support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces (see section 1.1.1.3 for more detail).
  - Motorola Solutions assumes that all existing conventional resources utilize keying methods that are compatible with the provided CCGWs.
  - The CCGW does not support DC-controlled or two-wire audio connections.



- The City of Valdez will be responsible for providing a dedicated T1 link to connect the MCC7500 console site to the ALMR Master Site. The demarcation point for the T1 circuits shall be the Motorola Solutions-identified connection ports on the Motorola-provided equipment. The City of Valdez will be responsible to provide surge-suppression (as necessary) on all physical links entering/leaving the site.
- Motorola Solutions' demarcation point for connection to existing conventional resources is the CCGW. The City of Valdez will be responsible for bringing the four wire analog circuits to the CCGW at the console site.
- Motorola Solutions has not made any provisions in its design to include telephony connections (with the exception of a POTS headset connection) to its dispatch hardware.
- Keyloading hardware (KVL) for loading encryption keys into the VPM is not included in this proposal.

## 2.3 CONTRACT

### 2.3.1 Contract Award (Milestone)

- The Customer and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

### 2.3.2 Contract Administration

#### **Motorola Solutions Responsibilities:**

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with the City of Valdez.

#### **Customer Responsibilities:**

- Assign a Project Manager, as the single point of contact responsible for City of Valdez-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the City of Valdez is responsible.

#### **Completion Criteria:**

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and the City of Valdez assign all required resources.
- Project kickoff meeting is scheduled.



### 2.3.3 Project Kickoff

#### **Motorola Solutions Responsibilities:**

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the City of Valdez.
- Review the resource and scheduling requirements with the City of Valdez.
- Develop a mutually agreed to Project Schedule with the City of Valdez to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola Solutions and the City of Valdez), meetings, reports, milestone acceptance, and the City of Valdez's participation in particular phases.

#### **Customer Responsibilities:**

- The City of Valdez's key project team participants attend the meeting.
- Review Motorola Solutions and City of Valdez responsibilities.

#### **Completion Criteria:**

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

## 2.4 CONTRACT DESIGN REVIEW

### 2.4.1 Review Contract Design

#### **Motorola Solutions Responsibilities:**

- Meet with the City of Valdez project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss and develop a Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the City of Valdez for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Establish demarcation point (supplied by the Motorola Solutions system engineer) to define the connection point between the Motorola Solutions-supplied equipment and the City-supplied link(s) and external interfaces.
- City of Valdez is responsible for any site improvements (if required).

#### **Customer Responsibilities:**

- The City of Valdez's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.





**Completion Criteria:**

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

## 2.4.2 Design Approval (Milestone)

- The City of Valdez executes a Design Approval milestone document.

## 2.5 ORDER PROCESSING

### 2.5.1 Process Equipment List

**Motorola Solutions Responsibilities:**

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Create Ship Views, to confirm with the City of Valdez the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

**Customer Responsibilities:**

- Approve shipping location(s).

**Completion Criteria:**

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

## 2.6 MANUFACTURING AND STAGING

### 2.6.1 Manufacture Motorola Solutions Fixed Network Equipment

**Motorola Solutions Responsibilities:**

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- FNE shipped to the staging facility.

## 2.6.2 Manufacture Non-Motorola Solutions Equipment

**Motorola Solutions Responsibilities:**

- Procure non-Motorola Solutions equipment necessary for the system based on equipment order.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- Ship non-Motorola Solutions manufactured equipment to the staging facility.

## 2.6.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola Solutions' factory staging facility in Illinois [Customer Center for Solutions Integration (CCSi)].

## 2.6.4 Stage System

**Motorola Solutions Responsibilities:**

- Set up and rack the system equipment as it will be configured in the field.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.

**Customer Responsibilities:**

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.

**Completion Criteria:**

- System staging completed and ready for testing.



## 2.6.5 Perform Staging Acceptance Test Procedures

### **Motorola Solutions Responsibilities:**

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.

### **Customer Responsibilities:**

- None.

## 2.6.6 Ship Equipment to Field

### **Motorola Solutions Responsibilities:**

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

### **Customer Responsibilities:**

- None.

### **Completion Criteria:**

- Equipment ready for shipment to the field.

## 2.6.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

## 2.6.8 Develop Templates

### **Motorola Solutions Responsibilities:**

- Motorola Solutions assists the City of Valdez in defining console template.
- Program consoles with approved template and deliver for the City of Valdez evaluation.

### **Customer Responsibilities:**

- Evaluate and approve console template.

### **Completion Criteria:**

- Console template completed and approved by the City of Valdez.

## 2.7 SYSTEM INSTALLATION

### 2.7.1 Install Fixed Network Equipment

#### **Motorola Solutions Responsibilities:**

- Motorola Solutions will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the dispatch center where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC standards and regulations/Industry Canada.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment.
- Deliver the equipment stored at the City of Valdez to the Dispatch Center.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Connect the City of Valdez-supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Perform the console programming, based on the console templates.
- Install the console furniture if this optional offering is purchased.
- Remove the two Gold Elite Consoles and replace with the two MCC7500 console positions.
- Will remove the existing Gold Elite Console positions and deliver to the City of Valdez.
- Program and install the two consolettes if this option is purchased. Connect the consolettes to the existing antenna system.
- Program and connect the Valdez MCC7500 consoles to the Statewide ASTRO 25 Master Core.

#### **Customer Responsibilities:**

- Provide secure storage for the Motorola Solutions-provided equipment, at a location central to the sites. Motorola Solutions coordinates the receipt of the equipment with the City of Valdez's designated contact, and inventory all equipment.
- Provide computer monitors for the MCC7500 Consoles.
- Provide access to the sites, as necessary.
- Provide demarcation point located within 25 feet of the console interface.

#### **Completion Criteria:**

- Fixed Network Equipment installation completed and ready for optimization.

### 2.7.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the City of Valdez.

### 2.7.3 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the City of Valdez.



## 2.8 SYSTEM OPTIMIZATION

### 2.8.1 Optimize System FNE

#### **Motorola Solutions Responsibilities:**

- Motorola Solutions optimizes the MCC7500 equipment.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Verify communication interfaces between equipment for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Set up the consoles on the ASTRO 25 Core to perform the dispatching operation.

#### **Customer Responsibilities:**

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

#### **Completion Criteria:**

- Console System FNE optimization is complete.

### 2.8.2 Link Verification

#### **Motorola Solutions Responsibilities:**

- Perform test to verify site link performance, prior to the interconnection of the Motorola Solutions-supplied equipment to the link equipment.

#### **Customer Responsibilities:**

- Make available the required links which meet the specifications supplied by Motorola Solutions at the CDR.

#### **Completion Criteria:**

- Link verification successfully completed.

## 2.9 AUDIT AND ACCEPTANCE TESTING

### 2.9.1 Perform R56 Installation Audit

#### **Motorola Solutions Responsibilities:**

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

**Customer Responsibilities:**

- Provide access/escort to the sites.
- Witness tests.

**Completion Criteria:**

- All R56 audits completed successfully.

## 2.9.2 Perform Functional Testing

**Motorola Solutions Responsibilities:**

- Verify the operational functionality and features of the Console System supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the City of Valdez for review.
- Resolve any minor task failures before Final System Acceptance.

**Customer Responsibilities:**

- Witness the functional testing.

**Completion Criteria:**

- Successful completion of the functional testing.
- City of Valdez approves the functional testing.

## 2.9.3 System Acceptance Test Procedures (Milestone)

- City of Valdez approves the completion of all the required tests.

## 2.10 FINALIZE

### 2.10.1 Cutover

**Motorola Solutions Responsibilities:**

- Motorola Solutions and the City of Valdez develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

**Customer Responsibilities:**

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).

**Completion Criteria:**

- Successful migration from the old console system to the new system.



## 2.10.2 Resolve Punchlist

### **Motorola Solutions Responsibilities:**

- Work with the City of Valdez to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

### **Customer Responsibilities:**

- Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

### **Completion Criteria:**

- All punchlist items resolved and approved by the City of Valdez.

## 2.10.3 Transition to Service/Project Transition Certificate

### **Motorola Responsibilities:**

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty services associated with the Contract equipment.

### **Customer Responsibilities:**

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

### **Completion Criteria:**

- All service information has been delivered and approved by the City of Valdez.

## 2.10.4 Finalize Documentation

### **Motorola Solutions Responsibilities:**

- Provide an electronic as-built system manual. The documentation will include the following:
  - System-Level Diagram.
  - Site Block Diagrams.
  - Site Floor Plans.
  - Site Equipment Rack Configurations.
  - ATP Test Checklists.
  - Functional Acceptance Test Plan Test Sheets and Results.
  - Equipment Inventory List.
  - Console Programming Template.

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

### **Customer Responsibilities:**

- Receive and approve all documentation provided by Motorola Solutions.

### **Completion Criteria:**

- All required documentation is provided and approved by the City of Valdez.

## 2.10.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the City of Valdez.

## 2.11 PROJECT ADMINISTRATION

### 2.11.1 Project Status Meetings

#### **Motorola Solutions Responsibilities:**

- Motorola Solutions Project Manager, or designee, will attend all project status meetings/conference calls with the City of Valdez, as frequently as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the City of Valdez or Motorola Solutions.

#### **Customer Responsibilities:**

- Attend meetings.
- Respond to issues in a timely manner.

#### **Completion Criteria:**

- Completion of the meetings and submission of meeting minutes.

### 2.11.2 Progress Milestone Submittal

#### **Motorola Solutions Responsibilities:**

- Submit progress (non-payment) milestone completion certificate/documentation.

#### **Customer Responsibilities:**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

#### **Completion Criteria:**

- The City of Valdez approval of the Milestone Completion document(s).

### 2.11.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.





# WARRANTY SERVICES

## 3.1 ADVANCED SERVICES OVERVIEW

In order to ensure the continuity of the City of Valdez Dispatch Console System and reduce system downtime Motorola Solutions proposes our Advanced Services offering to the City of Valdez during Warranty period. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Services focuses on proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Security Update Services

These services will be delivered to the City of Valdez through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## 3.2 ADVANCED SERVICES DESCRIPTION

### 3.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC.

Motorola Solutions will provide Service Desk response as a single point of contact for all support issues, including communications between City of Valdez, third-party subcontractors and manufacturers, and Motorola Solutions. When City of Valdez personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola Solutions' Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting City of Valdez inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.



As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for Technical Support, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provides direct telephone support to the City of Valdez will also provide Network Event Monitoring to the City of Valdez Console network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor City of Valdez's Console System, often identifying and resolving anomalous events before they might affect user communications.

### **3.2.2 Field Service Delivery**

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at City of Valdez Dispatch location upon a dispatch service call to diagnose and restore the console system. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the City of Valdez Dispatch location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

### **3.2.3 Network Hardware Repair**

Network Hardware Repair – Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

### **3.2.4 Security Update Operations**

The proposed Security Update Service will provide City of Valdez with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on the City of Valdez Console system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before releasing to the City to be installed on the City of Valdez Console System.



### 3.3 MOTOROLA SOLUTIONS' SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

#### **On-Call Support through the Solutions Support Center (SSC)**

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

#### **Onsite Service through a Field Service Team**

Onsite maintenance and repair of the City of Valdez Console system will be provided by Motorola's local team of service personnel. Motorola Solutions will provide City of Valdez with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to the City of Valdez service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify City of Valdez that the system is restored to normal operation and request approval to close the case.

#### **Centralized Repair Management through Motorola Solutions' Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the City of Valdez Console system configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in the City of Valdez system. All components being repaired are tracked throughout the process, from shipment by the City of Valdez to return through a case management system where users can view the repair status of the radio via a web portal.



# ACCEPTANCE TEST PLAN

**City of Valdez**

MCC7500 Console Upgrade

In-Plant Draft

[www.motorolasolutions.com/services/government](http://www.motorolasolutions.com/services/government)

**Representative 1 Name**

**Field Program Manager**

**(XXX) XXX-XXXX**

**Representative 2 Name**

**Field Engineer**

**(XXX) XXX-XXXX**



## 4.1 MCC 7100/7500 TRUNKED RESOURCES

### 4.1.1 Instant Transmit

#### 1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 – TALKGROUP 1 (Selected),  
TALKGROUP 2 (Unselect mode)

**VERSION #1.010**

#### 2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



## MCC 7100/7500 Trunked Resources

### 4.1.2 Talkgroup Selection and Call

#### 1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - TALKGROUP 1  
RADIO-4 - TALKGROUP 2  
CONSOLE-1 - TALKGROUP 1  
CONSOLE-2 - TALKGROUP 2

**VERSION #1.010**

#### 2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



### 4.1.3 Emergency Alarm and Call Display Description

#### 1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1  
CONSOLE-2 - TALKGROUP 1

#### VERSION #1.010

#### 2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 4.1.4 Multigroup Call

#### 1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - RANDOM  
CONSOLE-1 - ATG 1

Note: TALKGROUP 1 and TALKGROUP 2 are members of ATG 1. RANDOM is any talkgroup not a member of ATG 1.

#### VERSION #1.010

#### 2. TEST

- Step 1. Using CONSOLE-1, select the ATG 1 resource.
- Step 2. Initiate the Multigroup Call from CONSOLE-1.
- Step 3. Observe that RADIO-1 and RADIO-2 receive the Multigroup Call.
- Step 4. Verify that RADIO-3 does not receive the Multigroup Call because it is not a member of ATG 1.
- Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.
- Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.
- Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 will monitor the call.

Pass\_\_\_\_\_ Fail\_\_\_\_\_





## MCC 7100/7500 Trunked Resources

### 4.1.5 Multi-Select Operation

#### 1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

#### VERSION #1.010

#### 2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 4.1.6 Talkgroup Patch

#### 1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other. Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - TALKGROUP 1  
RADIO-4 - TALKGROUP 2  
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

#### VERSION #1.010

#### 2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 4.1.7 Alert Tones - Talkgroup

#### 1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

**VERSION #1.040**

#### 2. TEST

- Step 1. Select TALKGROUP 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



## MCC 7100/7500 Trunked Resources

### 4.1.8 Call Alert

#### 1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

#### VERSION #1.030

#### 2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass\_\_\_\_\_ Fail\_\_\_\_\_



### 4.1.9 Console Initiated Private Call to Subscriber

#### 1. DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

#### VERSION #1.020

#### 2. TEST

- Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.
- Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)
- Step 3. Click the Send button.
- Step 4. Answer the Private Call with RADIO-1 and respond to the console.
- Step 5. Verify RADIO-2 does not hear the private conversation.
- Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 4.1.10 Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

**VERSION #1.020**

#### 2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



## MCC 7100/7500 Trunked Resources

### 4.1.11 Activity Log

#### 1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

#### SETUP

RADIO-1 – TALKGROUP 1  
RADIO-2 – TALKGROUP 2  
RADIO-3 – TALKGROUP 3  
RADIO-4 – TALKGROUP 4  
CONSOLE-1 – TALKGROUP 1, TALKGROUP 2,  
TALKGROUP 3, TALKGROUP 4

#### VERSION #1.020

#### 2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass\_\_\_\_ Fail\_\_\_\_



## 4.2 MCC 7100/7500 CONVENTIONAL RESOURCES

### 4.2.1 Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

#### VERSION #1.040

#### 2. TEST

- Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass\_\_\_\_ Fail\_\_\_\_





## MCC 7100/7500 Conventional Resources

### 4.2.2 Alert Tones - Conventional Channel

#### 1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
CONSOLE-1 - CONVENTIONAL CHANNEL 1

**VERSION #1.030**

#### 2. TEST

- Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



## MCC 7100/7500 Conventional Resources

### 4.2.3 Activity Log - Conventional

#### 1. DESCRIPTION

The MCC7100/7500 Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

#### SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1  
RADIO-2 – CONVENTIONAL CHANNEL 2  
RADIO-3 – CONVENTIONAL CHANNEL 3  
RADIO-4 – CONVENTIONAL CHANNEL 4

CONSOLE-1 – CONVENTIONAL CHANNEL 1,  
CONVENTIONAL CHANNEL 2, CONVENTIONAL  
CHANNEL 3, CONVENTIONAL CHANNEL 4

#### VERSION #1.060

#### 2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Conventional Resources

### 4.2.4 ID Stacking

#### 1. DESCRIPTION

During normal call operation radio IDs are displayed in the resource window for a particular resource. These IDs are saved in a "Stack" and can be viewed to determine which radios made the previous calls. The stack size can be up to 10 IDs. This test is applicable to the Digital Conventional feature.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
RADIO-3 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

**VERSION #1.020**

#### 2. TEST

- Step 1. At CONSOLE-1 view the CONVENTIONAL CHANNEL 1 Resource Window.
- Step 2. Initiate calls from RADIO-1, RADIO-2 then RADIO-3 on CONVENTIONAL CHANNEL 1.
- Step 3. Scroll through the stack to see that the radio IDs are displayed in the order received.
- Step 4. Repeat steps 1-3 for a sample of the remaining OPs as needed.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



## 4.3 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

### Signatures

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_



# TRAINING

## 5.1 OVERVIEW

Motorola Solutions understands that successful implementation and use of your communications system depends on effective training. We have developed a training proposal for the City of Valdez to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging over 85 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to the City of Valdez is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

The City of Valdez personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with the City of Valdez to develop a final customized training plan that fits your needs. Our goal is to insure system administrators, technicians and end users are skilled in using your new system.

## 5.2 TRAINING APPROACH

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at the City of Valdez locations using operational equipment. Motorola Solutions will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using the City of Valdez specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of The City of Valdez manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.

## 5.3 PROPOSED COURSES

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for the City of Valdez. Course description files for the recommended courses are provided in the matrix below. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console Supervisors.
- Console Dispatch Operators.

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
<b>MCC7500 Console Operator and Admin Upgrade Differences</b> Utilizing the Interactive End User Tool Kit 1 training console (Instructor-led)	Console Supervisors	1 (4-hour session)	4 hours	Valdez, AK	Prior to cutover	2
<b>MCC7500 Operator Course Synopsis:</b> This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. <b>Admin Course Synopsis:</b> This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. <b>Note:</b> The operator class is in the first half of the session. The Admin class and Interactive End User Tool Kit will be covered during the second half of the session. <b>Participants are proficient with CENTRACOM Gold Elite. Therefore, the differences class is a reduction in time from 8 hrs to 2 hrs operator and 2 hours admin.</b>						



Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
<b>MCC7500 Console Operator Upgrade Differences</b> 1 Training console (Instructor-led)	Dispatch Operators	4 (2-hour sessions)	1 day	Valdez, AK	Prior to cutover	8 (2 per session)
<b>MCC7500 Operator Course Synopsis:</b> This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.  Note: <b>Participants are proficient with CENTRACOM Gold Elite. Therefore, the differences class is a reduction in time from 4 hrs to 2 hrs.</b>						

Please see the following pages for Course Descriptions.



## ***MCC7500 Console Operator***

**Duration:**

4 hours

**Delivery Method:**

ILT - Instructor-led training

**Target Audience:**

Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel

**Course Synopsis:**

This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.

**Course Objectives:**

- Perform basic operational tasks of the dispatch console
- Utilize the provided job aids to perform specific tasks associated with the console
- Understand a high level view of the system configuration
- High-level overview of the customer system configuration
- General console operation
- Proper operating procedures for specific customer features

**Recommended Prerequisites:**

None

**Key Topics:**

- Overview
- Communicating with Radios
- Advanced Signaling Features
- Resource Groups
- Working with Configurations
- Working with Aux IOs
- Troubleshooting





## ***MCC7500 Console Supervisor***

### **Duration:**

4 hours Operator, plus  
4 hours Admin

### **Delivery Method:**

ILT - Instructor-led training

### **Target Audience:**

Dispatch Supervisors and System Administrators

### **Admin Course Synopsis:**

This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.

### **Course Objectives:**

- Understand the menu items and tool bar icons
- Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars
- Add/delete folders

### **Recommended Prerequisites:**

None

### **Key Topics:**

- Introduction
- Configurations
- Folders and Resource Setup
- Customizing Folders
- Auto Starting the MCC 7500 Dispatch Console
- Editing Preferences
- Configuring the Toolbar
- Setting Up Aux IOs
- Resource Groups



## ***MCC7500 Console Operator***

**Duration:**

4 hours

**Delivery Method:**

ILT - Instructor-led training

**Target Audience:**

Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel

**Course Synopsis:**

This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.

**Course Objectives:**

- Perform basic operational tasks of the dispatch console
- Utilize the provided job aids to perform specific tasks associated with the console
- Understand a high level view of the system configuration
- High-level overview of the customer system configuration
- General console operation
- Proper operating procedures for specific customer features

**Recommended Prerequisites:**

None

**Key Topics:**

- Overview
- Communicating with Radios
- Advanced Signaling Features
- Resource Groups
- Working with Configurations
- Working with Aux IOs
- Troubleshooting

# EQUIPMENT LIST

QTY	Nomenclature	Description
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SW LICENSE
2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA00182AB	ADD: AES ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	TT2833	COMPUTER, Z440 WORKSTATION WIN 7 (NON RETURNABLE)
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
2	DSTWIN6328A	DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC
2	T7885	MCAFFEE WINDOWS AV CLIENT
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	F4547	SM IO EXPANSION BASIC
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER

2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACKMOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2833	COMPUTER, Z440 WORKSTATION WIN 7 (NON RETURNABLE)
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CLN1856	2620-24 ETHERNET SWITCH
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6781	FRU: POWER SUPPLY
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AK	NM/ZC LICENSE KEY 7.13
1	CA00997AK	UCS LICENSE KEY 7.13
1	CA01225AB	MCC7500 / MCC7100 CONSOLE LICENSES QTY 5

# PRICING

## 7.1 MCC7500 DISPATCH CONSOLE SYSTEM UPGRADE

Motorola Solutions' pricing is based on the equipment list and services solution for the Valdez Dispatch Console System including two MCC 7500 Dispatch Consoles and conventional controller and gateways, offering connectivity between the Valdez dispatch operators and field personnel over the ALMR radio system and the local conventional system.

Description	Price
Equipment	\$158,680
Equipment Discount	(\$27,744)
<b>Discounted Equipment Subtotal</b>	<b>\$130,936</b>
System Integration (SI), Services & Freight	\$131,278
<b>Total Customer Sales Price</b>	<b>\$262,214</b>
10% Contract Execution Incentive*	(\$26,221)
<b>Total Customer Sales Price w/ Incentive</b>	<b>\$235,993</b>

\* Incentive is based on contract signature by September 20, 2017, and approval to ship before December 15, 2017.

## 7.2 OPTIONAL BACKUP CONTROL STATION REPLACEMENT

Motorola Solutions' pricing is provided for two APX7500 FDMA 7/800 band consolettes to replace the existing control stations. The existing antenna system will be reused if this option is included. Pricing assumes this option is included as part of the MCC7500 project and installed at the same time.

Description	Price
Equipment	\$27,014
Equipment Discount	(\$6,644)
<b>Discounted Equipment Subtotal</b>	<b>\$20,370</b>
System Integration (SI), Services & Freight	\$4,342
<b>Total Customer Sales Price</b>	<b>\$24,711</b>
10% Contract Execution Incentive*	(\$2,471)
<b>Total Customer Sales Price w/ Incentive</b>	<b>\$22,240</b>

\* Incentive is based on contract signature by September 20, 2017, and approval to ship before December 15, 2017.

## 7.3 CONSOLE FURNITURE UPGRADE

### 7.3.1 Option 1: Synergy 3 Full Lift Console Furniture

Motorola Solutions' pricing is based on the equipment list and services solution for the Valdez Dispatch Console Furniture for two operator positions.

Description	Price
Equipment	\$57,126
Equipment Discount	(\$7,712)
<b>Discounted Equipment Subtotal</b>	<b>\$49,414</b>
System Integration (SI) & Freight	\$19,576
<b>Total Customer Sales Price</b>	<b>\$68,990</b>

### 7.3.2 Option 2: Mercury Dispatch Console Furniture

Motorola Solutions' pricing is based on the equipment list and services solution for the Valdez Dispatch Console Furniture for two operator positions.

Description	Price
Equipment	\$56,250
Equipment Discount	(\$7,594)
<b>Discounted Equipment Subtotal</b>	<b>\$48,656</b>
System Integration (SI) & Freight	\$19,576
<b>Total Customer Sales Price</b>	<b>\$68,232</b>

## 7.4 OPTIONAL CONSOLE OPERATOR TRAINING

Motorola Solutions' pricing is provided for training for two dispatch supervisors and eight additional dispatch operators. Pricing includes training materials and travel costs to bring training on-site

Description	Price
Console Operator and Supervisor Training	\$9,772



## 7.5 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 20% of the System Total due upon contract execution.
2. 45% of the System Total due upon shipment of equipment.
3. 25% of the System Total due upon installation of equipment.
4. 10% of the System Total due upon Final Acceptance.

Motorola Solutions reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola Solutions reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



# TERMS AND CONDITIONS

## 8.1 TERMS AND CONDITIONS

This Proposal is based upon the master purchasing agreement executed by the Houston-Galveston Area Council of Governments (“H-GAC”) and Motorola Solutions, Inc., for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment, Contract No. RA05-15, dated May 1, 2015 (the “H-GAC Contract”), which is incorporated herein in its entirety by this reference, and the enclosed Communications System Agreement which serves as the “End User Agreement” as referenced in Section 6 of the H-GAC Contract. The City of Valdez may accept the proposal by delivering to Motorola a signed copy of the Motorola Communications System Agreement or a signed PO that incorporates by reference this proposal.

## 8.2 COMMUNICATIONS SYSTEM AGREEMENT

Communication System Agreement is included in pages that follow.





## Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and \_\_\_\_\_ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola Proposal dated August 11, 2017, including the "Technical and Implementation Documents" such as (if applicable)
C-1	"System Description"
C-2	"Equipment List"
C-3	"Statement of Work"
C-4	"Acceptance Test Plan" or "ATP"
C-5	"Performance Schedule"
Exhibit D	"Service Terms and Conditions" (for maintenance and support services, if applicable)

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured or branded by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. For non-system purchase and sale transactions (such as the purchase and sale of products only or products plus incidental services), the "Warranty Period" means one (1) year from the date of shipment.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of expiration of (i) the Warranty Period or (ii) the rights under Section 3.4 below, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available and related services. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** If maintenance and support services are included in the Proposal, Motorola will provide those services for the Equipment and Motorola Software during the Warranty Period, in addition to warranty services. Those maintenance and support services are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. Software upgrade services have additional terms and conditions, which will be provided upon request. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to the maintenance, support or software services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

## **Section 4      PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 5      CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. Motorola has priced the services, Software, and Equipment as an integrated system, and a reduction in product quantities or services may affect the overall Contract Price, including any discounts.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Customer will make payments to Motorola within thirty (30) days after the date of each invoice in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery to Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices. Customer has no duty to accept Equipment that does not conform to the order or that is damaged in transit, provided that Customer rejects the non-conforming or damaged Equipment and so notifies Motorola promptly (i.e., within five days) after the non-conforming or damaged Equipment is delivered to Customer.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known): \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

## **Section 6 SITES AND SITE CONDITIONS**

6.1. ACCESS TO SITES. Customer will provide a designated project manager; all necessary land use, construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 7 TRAINING**

Any training to be provided by Motorola to Customer will be described in the Proposal or applicable Statement of Work.

## **Section 8        SYSTEM ACCEPTANCE**

8.1.     COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2.     SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed punch list schedule.

8.3.     BENEFICIAL USE. Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4     FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the Parties will promptly memorialize this final event by means of a Final Project Acceptance Certificate.

## **Section 9        REPRESENTATIONS AND WARRANTIES**

9.1.     SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control.

9.2.     EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3.     SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

9.4.     EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries

(because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Software. That action will be the full extent of Motorola's liability for the warranty claim. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). A Party may not unreasonably withhold consent to

the mediator selection. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by an executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE AND JURISDICTION. If a Dispute remains unresolved for sixty (60) days after the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 12      DEFAULT AND TERMINATION**

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan that is reasonably acceptable to the other Party. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3. OTHER TERMINATIONS. If Customer terminates this Agreement other than for default but pursuant to a legal or contractual right, then Customer will pay Motorola for all Equipment and Software delivered and all services performed through the effective date of the termination.

## **Section 13      INDEMNIFICATION**

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties

under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

### 13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought by a third-party claim against Customer to the extent it is based on an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the allegedly infringing product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant Customer a credit for the product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the product; (c) the product is designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the product by a party other than Motorola; (e) use of the product in a manner for which it was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

## Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, regardless of the cause of action or theory of liability, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.



## **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 16      GENERAL**

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the invoice date. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign without the prior consent of Customer this Agreement to any of its affiliates or as part of a major corporate reorganization or restructuring, or its right to receive payment. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court having jurisdiction finds any part of this Agreement to be invalid or unenforceable, that part will be severed and the remainder will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express or UPS), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.

Attn: \_\_\_\_\_

\_\_\_\_\_

Customer

Attn: \_\_\_\_\_

\_\_\_\_\_

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes

made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A**

### **SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1      DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3      GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement.

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. For any Software that is licensed on the basis of the number of users, Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless the Warranty Period is otherwise stated in the Primary Agreement, the Software warranty will be for a period of ninety (90) days from shipment. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee, whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

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## **Section 10     CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11     LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12     NOTICES**

Notices are described in the Primary Agreement.

## **Section 13     GENERAL**

13.1.    COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, but only with respect to the specific subject matter of this Exhibit.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



# PRODUCT LITERATURE

## 9.1 PRODUCT LITERATURE

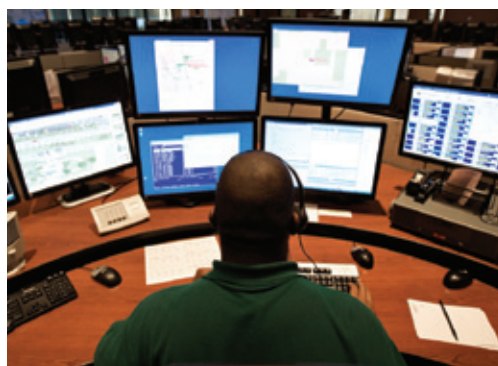
Product Literature has been included in pages that follow.



# MCC 7500 IP DISPATCH CONSOLE FOR ASTRO<sup>®</sup> 25 RADIO SYSTEMS



STAY IN CONSTANT CONTACT WHEN IT MATTERS MOST



## THE MOTOROLA MCC 7500 IP DISPATCH CONSOLE

Whether a large-scale event or a simple traffic light outage at a school crossing threatens the safety of citizens, you need to effectively communicate and coordinate a rapid response.

You need to have confidence in a dependable, always-available, complete communications system that keeps responders safe and constantly connected. You need the Motorola MCC 7500 IP Dispatch Console.

Seamlessly integrated into ASTRO® 25 radio systems, the MCC 7500 console provides interoperability, cost savings, and security advantages for today's critical communication needs. MCC 7500 consoles connect directly to the IP network without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical system. Conventional channels link to the IP network and use the same audio transport as trunked audio.

### ASTRO 25 SYSTEM INTEGRATION

Motorola IP systems are optimized to perform to robust customer specifications for mission critical voice and data communications. ASTRO 25 complies with Project 25 interoperability specifications while system interfaces based on standard IP bring additional value to the system.



The MCC 7500 IP Dispatch Console features:

- Prioritized emergency calls get through no matter how busy the system.
- Voice quality and intelligibility optimized to eliminate clipped or degraded audio.
- High-quality audio maintained despite increasing traffic loads.
- Call setup in a fraction of a second.
- Voice messages consistently delivered in the shortest possible time.
- Quick re-routing of call traffic in the event of an IP network path failure, minimizing lost audio and any impact on the end user.
- Enhanced dispatch performance and improved bandwidth efficiency using IP multicast technology.
- Conventional channels linked to the IP network using the same audio transport as trunked audio.
- Simplified dispatch operations and optimized operational efficiencies when integrated with PremierOne™ CAD.

## MEETS YOUR DEMAND TO PROTECT, PREVENT AND RESPOND TO MISSION CRITICAL OPERATIONS.

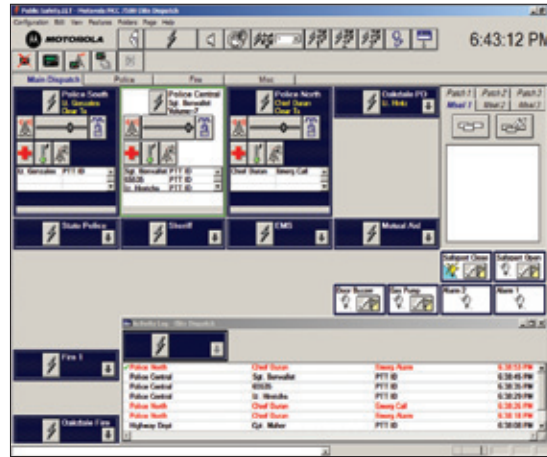
**True End-to-End Encryption** from the radio all the way through the console position. The MCC 7500 IP Dispatch Console goes beyond vocoded audio and uses true encryption technology, the only reliable means to keep your critical communication secure. Each MCC 7500 console supports up to six encryption algorithms simultaneously.

**With Agency Partitioning**, departments or agencies can share a system for cost savings and interoperability, yet manage and maintain control over their own resources, such as talkgroups, encryption keys, and configuration data.

**Centralized System Configuration and Fault Management** of dispatch positions allow changes to be automatically distributed throughout the system, providing vital efficiency. Access to the system manager from multiple remote locations via standard IP methods means users can still have convenient access while enjoying the benefits of centralized management.

**Enhanced, Integrated Logging Recorder** is available for the MCC 7500 Console providing digital recorded audio at the same high-quality level as heard through the dispatch positions. Digital recorders integrated into the radio system reap the benefits of agency partitioning, centralized management and system security, meeting a wide range of ASTRO® 25 customer requirements.

**PremierOne™ CAD Integration** further simplifies dispatch operations, improves data accuracy and enhances operational efficiencies by combining the common, intuitive user interface of PremierOne CAD with the reliable field personnel communications capabilities of the MCC 7500. Agencies that choose to integrate the MCC 7500 Console features with the PremierOne CAD common platform will gain the ability to automate common operations and get a real-time, comprehensive view of the personnel and equipment being supported in the field.



## Customer Accepted Interface

Efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.



## COMMAND AND CONTROL SOLUTIONS DESIGNED AROUND YOU

The MCC 7500 IP Dispatch Console is part of Motorola's extensive portfolio of communications and information solutions designed to address mission-critical public safety and security requirements worldwide. The MCC 7500 dispatch solution meets Motorola's rigorous quality standards to bring you peace of mind.

- Compatible with existing ASTRO® 25 radio systems with forward migration to protect and leverage your investment.
- Converges with PremierOne™ CAD to further simplify dispatch operations, improve data accuracy and enhance operational efficiencies.
- Software-based upgrades ease system and feature expansion. Re-use of the Elite Graphical User Interface (GUI) helps minimize dispatcher training.
- Works together with CENTRACOM™ Elite Console for robust feature interaction.
- Installation is simplified and site costs are reduced since the console operator position functions without backroom electronics.
- Console configuration is performed at a centralized network manager client, with changes distributed automatically, saving valuable technician and administrator time.
- More robust service logs, containing real-time information, facilitate maintenance activities.
- Integration into the system's central fault standard event monitoring protocols means fewer site visits.
- Flexible bandwidth requirements minimize operating costs for all remote console locations.
- Conventional audio is transported by the same IP network, eliminating the need for channel banks or a separate circuit switch system.



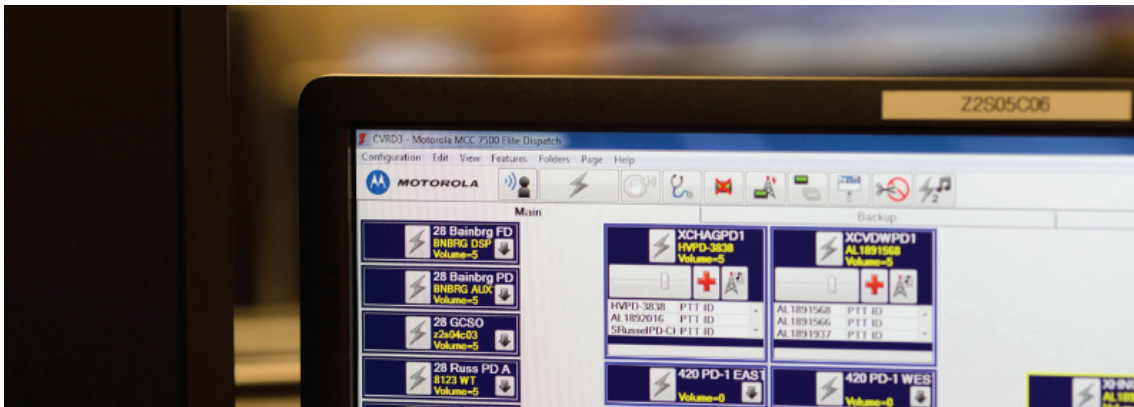
For more information about how the MCC 7500 IP Dispatch Console can meet your critical communication needs, contact your Motorola representative or visit [motorola.com/ASTRO25](http://motorola.com/ASTRO25).

Motorola, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. [motorola.com/ASTRO25](http://motorola.com/ASTRO25)

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RC-13-2020C (1010)





**BACKUP IS NOT ONLY ON SCENE**

# MCC 7500 IP DISPATCH CONSOLE

Make your Dispatch Center an information pipeline, on which first responders can rely for the relevant, real-time intelligence they need. The Project 25 (P25) standard-based MCC 7500 IP Dispatch Console enables effective, secure communication to keep responders connected and informed when it matters most.

## THE RIGHT INFORMATION, RIGHT AWAY

The connected world gives your agency access to more information than they've ever had before. This information can prove crucial to first responders in identifying and neutralizing threats to themselves and others before a situation escalates and results in tragedy. However, with the explosion of available data comes the increasingly difficult task of managing and communicating information.

The MCC 7500 console offers dispatchers integration capabilities to reach across multiple applications and resources, helping to coordinate a response and provide the necessary mission-critical intelligence to ensure the safety of first responders.

Multiple delivery options, including voice, Talkgroup Text Message and tone, connect dispatchers to responders across ASTRO® 25 trunked and conventional systems. Furthermore, Enhanced Telephony can connect telephone and radio users together in a single patched group.

## DISPATCH APPLICATION ECOSYSTEM

The ability to integrate Motorola and other third party dispatch applications with the MCC 7500 console API, creates a dispatch environment that helps you meet the needs of your first responders.

### Motorola Solutions Certified Logging Recorders

The Motorola Solutions certified NICE and Verint Logging Recorders provide seamless dedicated recording for the MCC 7500 console to improve productivity and offer post incident insights to your operations. They are the only recording solutions that meet all of the extensive Motorola Solutions performance specifications required to be implemented on the ASTRO 25 IP network.

### PremierOne™ Computer Aided Dispatch

PremierOne CAD integrates with the MCC 7500 console to streamline workflows, minimize key strokes and reduce input error for more dispatch efficiency. Your personnel can operate within a single interface and from one mouse and keyboard to receive 9-1-1 calls, manage an incident response and communicate critical information to responders in the field.

### Advanced Messaging Solution

The Advanced Messaging Solution builds upon the Talkgroup Text Messaging capability of the MCC 7500 console, further enhancing responder decision-making abilities by facilitating two-way texting between dispatch and the field. When voice communication is not an option, Advanced Messaging Solution provides responders with critical information, right at their fingertips, on portable radios or broadband devices.

**71%** of alleged offenders identified in connection with 2013 Law Enforcement Officer deaths had previous criminal records

**30%** of those offenders under judicial supervision at the time of the incident.

- Law Enforcement Officer Death and Assault Report 2013, FBI

## APX Personnel Accountability

Streamline on-scene roll calls and gain the confidence to make critical decisions with an easy to use single screen view showing the status of all on-scene personnel. Rapidly execute evacuation orders to quickly alert your team to changing situations and see that everyone acknowledges.

## EASE OF USE MAKES FOR MORE EFFECTIVE SUPPORT

Give your dispatchers the tools they need to effectively and effortlessly feed crucial intelligence to responders in the field. The MCC 7500 console provides dispatchers with an intuitive means to organize resources, coordinate a response and communicate valuable information. Its familiar interface, which emulates the legacy Gold Elite graphic user interface (GUI) look and functionality, allows dispatchers to quickly adapt to a new system with a short learning curve and minimal training.

Purpose-designed workflows with minimal click-throughs, critical resource information displays and contextual right-click menus are just some of the features that can help your dispatch operation become more streamlined and effective, and your dispatchers more efficient and productive. Customizable features, including window sizing and placement, color schemes and icons, allow you to create a workflow unique to your agency's needs. Individual logons even let your dispatchers create the user experience that works best for them.

With the MCC 7500 console, you'll give overburdened dispatch staff a little relief from the complexity of their job, instead of one more thing to manage.

## THE INTELLIGENCE YOU NEED, EVERY TIME, ALL THE TIME

First responders rely heavily on dispatch for support. They need to be confident that your team can always offer the right information and coordination when an emergency arises. The inherent reliability and security of the ASTRO 25 system ensures first responders and dispatchers stay connected with best-in-class audio quality. For peace of mind that the right information always gets through, rely on our smart voice prioritization and intelligent audio routing capabilities at your dispatch positions. Furthermore, continuous link and resource polling gives your dispatchers the confidence that once connected they stay connected.

## SCALE UP YOUR SYSTEM, NOT YOUR COSTS

If your public safety agency is like most others, money is tight for you right now. The MCC 7500 console helps you keep costs down with flexible servicing and Voice Processing Module (VPM) deployment options. That means less purpose-built hardware for you to buy and maintain, with additional savings on the space and electricity needed to run the system. The software-based system, managed from a centralized, single point of contact, reduces the time and skills needed for updates while the scalable platform lets your system grow only as much or as little as you need.

The MCC 7500 console can be deployed incrementally as it can interoperate within legacy ASTRO 25 console systems, giving you even more installation flexibility.

## MCC 7500 CONSOLE SOLUTION COMPONENTS

### MCC 7500 Console Operator Position

MCC 7500 console operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch is performed within each software-based operator position, without additional centralized electronics. MCC 7500 consoles function as integrated components of the entire radio system, enabling full participation in system level features such as end-to-end encryption and agency partitioning.

Operator position hardware consists of a monitor, personal computer, keyboard and mouse/trackball/touchscreen, speakers, audio accessories and a VPM. The VPM allows analog devices to be connected to the digital console. The low-profile VPM can be rack mounted, furniture mounted or placed on the desktop.

The MCC 7500 console does not require separate configuration or performance management equipment. The console system is configured and managed by the radio system's configuration manager, fault manager and performance reporting applications to provide the customer with a single point for configuring and managing the entire radio system. Aliases for Radio PTT IDs may be managed both locally and centrally in the same system to provide agencies sharing an ASTRO 25 radio system with the flexibility to meet their alias management needs.

### Conventional Gateway

The Conventional Channel Gateway (CCGW) enables both analog and digital channels to interface with MCC 7500 consoles with no need for a separate hardware network and channel banks. Conventional calls are transported between the dispatch operator positions and CCGWs on the same IP network as trunked calls.

A CCGW provides 2-wire/4-wire analog ports for analog channels, V.24 ports for older ASTRO 25 conventional channels and IP connectivity for current architecture ASTRO 25 conventional channels. Enhanced digital control of consolettes can be achieved by using a combination of analog and V.24 ports. CCGWs are available in two capacities. The standard density CCGW supports up to eight "port based" channels and up to sixteen "IP based" channels for a total of twenty four channels. The high density CCGW supports up to sixteen "port based" channels and up to sixteen "IP based" channels for a total of thirty two channels.

### Auxiliary Input/Output Server

The auxiliary input/output server enables console operators to control and monitor external devices, such as doors and lights, from the console graphical user interface (GUI). Since the MCC 7500 console does not rely on centralized electronics, contact closures and input buffers required to

Public safety dispatcher is ranked as the 13th most stressful job in the United States out of 747 jobs outlined by the Bureau of Labor Statistics, based on stress levels compared by career information expert Laurence Shatkin, Ph.D.  
- Business Insider Magazine, 2013

78% of state and local criminal justice agencies reported federal budget funding cuts from 2010 to 2013  
67% of those agencies reporting cuts greater than 10%.  
- VERA Institute of Justice

interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed or at any console or radio frequency (RF) site. The dispatch consoles and RTUs communicate with each other across the radio system’s IP transport network.

Archiving Interface Server (AIS)

The AIS is a digital logging interface, comprised of a personal computer and a VPM. Audio and call control information is sent across the IP network between the AIS and logging recorder.

Console Telephony Media Gateways

Media gateways are used to provide dispatchers with access to analog POTS and/or T1/E1 phone lines directly from their MCC 7500 console positions. The Session Initiation Protocol (SIP) is used to communicate with the media gateways across the console IP network. A rich set of telephony features is supported by the media gateways, enabling dispatchers to do their jobs more effectively and efficiently.

SPECIFICATIONS

System Compatibility	ASTRO® 25 System	
Vocoder Algorithms supported	AMBE, IMBE, ACELP, G.728, G.711	
Encryption Algorithms supported	AES (256 bit), DES-OFB, DVI-XL, ADP (Advanced Digital Privacy), DES-XL, DVP-XL	
Monitor requirements With Mouse or Trackball Touchscreen	17" minimum, 20" recommended 20" minimum	
Voice Processor Module (VPM) connections	Connector type RJ45	Device One desktop microphone, eight desktop speakers, one local logging recorder, one radio instant recall recorder, one console telephony instant recall recorder, one external telephone set, one external paging encoder, one footswitch
	DB15	Two headset jacks connectors
VPM mounting options	EIA 19" rack mount, console furniture mount, Desktop – supports monitor up to 80 lbs	
VPM audio inputs and outputs	600 Ohm, balanced and transformer coupled (except for microphone which is 2000 Ohm, balanced, and does not use a transformer)	
Speaker Mounting Options	Desktop, furniture mount, or wall mount (with bracket accessory)	
Dispatch Console Cable Lengths	VPM to Speaker cable	10.1 feet (3.09 meters) standard
	VPM to Headset Jack cable	6 feet (1.8 meters) standard
	Headset Jack Extension cable	6 feet (1.8 meters) standard
	VPM to Microphone cable	10 feet (3.05 meters) standard
	VPM to Footswitch cable	10 feet (3.05 meters) standard
Supported Console Site Link types	Fractional T1/E1, Single T1/E1, Multiple T1/E1s Redundant and non-redundant versions IP site links	
MCC 7500 Dispatch Console Capacities	Up to 60 simultaneous audio sessions per operator position Up to 60 simultaneous encryption/decryption sessions per secure capable operator position Up to 16 Multi-Select groups per operator position (with up to 20 members per Multi-Select group) Up to 16 Patch groups per operator position (with up to 20 members per Patch group) Up to 160 resources per operator position	
Auxiliary Input/Output Server Hardware	A simplified, user-friendly version of the MOSCAD SDM 3000 RTU is used to support most Aux I/O needs. The output relays are capable of switching 1A @ 24VDC or 1A @ 24VAC. Input buffers are capable of sensing a dry closure through 1000 feet or less (round trip) of 24 AWG wire. The RTU provides single pole Form A relay outputs. (Double pole, Form B or Form C relays must be implemented using external relays which are controlled by the RTU relays.) Each SDM 3000 RTU and each SDM 3000 RTU Expansion Chassis is rack mountable in a standard 19 inch rack and is one rack unit high.	
Console Telephony Media Gateway	The POTS version gateway supports up to eight analog POTS lines. The E1/T1 version gateway supports up to two E1 or two T1 connections. Each gateway is rack mountable in a standard 19 inch rack and is 2 rack units high.	



## SPECIFICATIONS

Conventional Channel Gateway	<p>Rack mountable, 1 rack unit high</p> <p>T1R1, T2R2, T4R4, T8R8, T12R12, T14R14, T16R16 channels</p> <p>Simple analog, MDC 1200 analog, pure digital, mixed mode (analog/digital) and P25 conventional talkgroup channels, consolettes</p> <p>Standard density CCGWs provide interfaces for up to four analog conventional channels</p> <p>High density CCGWs provide interfaces for up to eight analog conventional channels</p> <p>Each analog conventional channel interface contains the following inputs and outputs</p> <ul style="list-style-type: none"> <li>• 600 Ohm, balanced analog audio input - To accept radio audio from the channel. Can be configured to support AGC, DLM, or no input conditioning.</li> <li>• 600 Ohm, balanced analog audio output - To send console transmit audio to the channel</li> <li>• 600 Ohm, balanced analog audio output - To send console transmit and radio receive audio to a logging recorder</li> <li>• 1 Amp, 24 VDC relay output - For relay keying of the channel</li> <li>• Input buffer - To detect Carrier Operated Relay (COR) closure in the channel</li> <li>• Input buffer - To detect Line Operated Busy Light (LOBL) closure in the channel</li> <li>• Input buffer - To detect Coded/Clear closure on an Advanced Securenet channel</li> </ul> <p>Standard density CCGWs provide interfaces for up to four V24 based ASTRO 25 conventional channels</p> <p>High density CCGWs provide interfaces for up to eight V24 based ASTRO 25 conventional channels</p> <ul style="list-style-type: none"> <li>• V24 to station or comparator. No Digital Interface Unit (DIU) required.</li> </ul> <p>Standard density CCGWs can support up to 24 conventional channels simultaneously (four analog + four V24 based ASTRO 25 conventional + sixteen IP based ASTRO 25 conventional)</p> <p>High density CCGWs can support up to 32 conventional channels simultaneously ( eight analog + eight V24 based ASTRO 25 conventional + sixteen IP based ASTRO 25 conventional)</p>
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## SIZE AND WEIGHT

Device	Height	Width	Depth	Weight
VPM	1.75 in (44.5 mm)	16.9 in (430 mm)	12.3 in (312 mm)	3.6 lbs (1.6 kg)
Speaker	4.9 in (124 mm)	4 in (102 mm)	w/o bracket: 3.5in (89mm) w/ bracket: 5.8in (146mm)	0.7 lbs (0.3 kg)
Headset Jack	1.6 in (41 mm)	5 in (127 mm)	6 in (152 mm)	1.2 lbs (0.5 kg)
Microphone	Gooseneck at 90°: 4.5 in (114 mm) Gooseneck at 180°: 21.8 in (552 mm)	4.8 in (121 mm)	6.6 in (168 mm)	2.4 lbs (1.1 kg)

## POWER AND CONSUMPTION THERMAL

Device	Power Input	Thermal Output
VPM	0.4 Amps at 120VAC 0.2 Amps at 240VAC	171 BTUs/hour
Speaker	Add 0.05 Amps per speaker to VPM power Input at 120VAC (0.025 Amps at 240VAC)	Add 15 BTUs/hour per speaker to VPM thermal output
Headset Jack & Microphone	negligible	negligible

## CERTIFICATIONS

The various hardware elements of the Motorola MCC 7500 IP Dispatch Console product line are certified to meet the requirements for CSA and CE.

Safety	CSA 60950-1-03 EN60950-1 2001	
EMC Emissions & Immunity	FCC part 15 Class A ICES-003 EN55022 1998 + A1: 2001 + A2:2003 (CISPR-22 Class A)	EN55024 + A1:2001 + A2:2003 EN61000-3-2 2000 EN61000-3-3 1995 + A1:2001
Energy Efficiency (VPM power supply only)	International Energy Efficiency Level V	

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 [motorolasolutions.com](http://motorolasolutions.com)

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## WIRELESS DISPATCH EVERYWHERE

# APX™ 7500 MULTIBAND CONSOLETTTE

Racing to an emergency or repairing a power outage, every moment matters as you mount a response. The right control station can make all the difference in making sure communications are clear, continuous and coordinated – across multiple users, agencies and miles.

The APX™ 7500 Consolette is the ideal complement to your dispatch console. It's the low cost, mid-power RF control station for the ASTRO® 25 system when you want a wireless dispatch solution. Plus, you can use it as an emergency backup station when infrastructure is off-line or for wireless access to different system types for increased interoperability between agencies.

### CONNECT WITH CONFIDENCE

Designed for the APX 7500 mid power series and O5 control head, the APX 7500 Consolette combines forward-thinking technology with time-tested functionality. Project 25 Phase 2 technology delivers twice the voice capacity so you can add more users without adding more frequencies or infrastructure. And its multiband operation assures seamless interoperability – so you can talk with confidence from a squad car or desk station, a job site across town or an incident in the next county.

### MIGRATE AT YOUR OWN PACE

The APX 7500 Consolette is backwards and forwards compatible, developed to meet current P25 standards and future-ready to support new technology and data applications. Now you can achieve your interoperability objectives—whether upgrading an existing system or designing a new one—based on your dollars and deadlines.

### BUILT FOR THE TOUGHEST TASKS

Innovative design and skillful engineering make the APX 7500 Consolette a tireless performer. It can be easily serviced or programmed without removing the lid and the robust metal housing assures extra durability. An integrated front panel numeric keypad on the APX 7500 Consolette gives you fast access to radio controls. And it meets stringent FCC and UL certifications for exceptional safety.

### ROBUST AND MISSION-READY

When a power loss occurs, count on the automatic battery revert to connect your people 24/7. All you need is a DC source, such as a marine battery, to switch over automatically and keep communications going strong.

Rich in features, the APX 7500 Consolette gives you easy access to contact information with one unified call list and the largest number of interface connections to a wide variety of consoles and desk sets. What's more, an ACIM wireless interface provides back-up dispatch if your console's link to the ASTRO 25 trunked system is ever lost.

## PRODUCT SPEC SHEET

APX™ 7500 MULTIBAND CONSOLETTTE

# APX 7500 MULTIBAND CONSOLETTTE

## STANDARD FEATURES

Available in 700-800 MHz, VHF, UHF R1, and UHF R2 bands

Up to 2000 Channels

Optional multiband operation

Trunking Standards supported:

- Clear or digitally encrypted ASTRO® 25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25

Conventional System Configurations

Narrow and wide bandwidth digital receiver  
(6.25 kHz equivalent/12.5 kHz/30 kHz/25 kHz)\*

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated Encryption Hardware

Seamless wideband scan

Intelligent lighting

Radio profiles

Unified Call List

Tone remote control

ACIM/CCGW interface including:

- ID decode
- Call alert encode

Interfaces supported:

- Recorder
- Wireline
- Vehicle Interface Port
- Crosspatch
- Headsets (2)\*\*

110/220VAC operation with battery revert capability

VU Meter and Clock

Expansion Slot Standard

2 configurations available:

- Full featured front panel
- Limited front panel

Customer Programming Software:

- Utilizes Windows 7, XP and Vista
- Supports USB Communications
- Built in FLASHport™ support

## OPTIONAL FEATURES:

Enhanced Encryption Software Options

Programming over Project 25 (POP25)

Text Messaging

Over the Air Rekeying (OTAR)

Extended Dispatch Operation including:

- Emergency Alarm ACK Encode
- Radio Inhibit/Uninhibit Encode
- Radio Monitor Encode
- Radio Check Encode
- Status Query Encode
- Status Query Response Decode
- Status Update Decode
- Message Update Decode

\*Per the FCC Narrowbanding rules, new products (APX7500 UHF R1 with UHF R2 Mid Power combination AND UHF R1 High Power with 700/800 MHz combination) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States – State & Local Markets only.

\*\* Available on full featured models only.



## 05 CONTROL HEAD FEATURES

Tri-color LCD display

- 4 lines: 2 lines text (14 characters), 1 line icons, 1 line soft menu keys
- 3 x 6 keypad microphone accessory with 3 programmable soft keys
- 5 programmable soft key buttons and 5 scroll-through menus with up to 24 programmable soft keys



## AUXILIARY DISPLAY FEATURES

LCD display

3 soft menu buttons to activate or control the following Consolette features:

- Clock
- Volume Units Meter (VU)
- Crosspatch Linking
- Auxiliary Controls/VIP Activation
- Over-the-air Audible TX Alert Tones

**PRODUCT SPEC SHEET**  
APX™ 7500 MULTIBAND CONSOLETTTE

**SIGNALLING (ASTRO MODE)**

Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

**APX 7500 CONSOLETTTE**

Dimensions (W x D x H)	Limited Front Panel Configuration 16" x 18" x 4.2" (406 x 457 x 107mm) Full Featured Front Panel Configuration 16" x 18.75" x 4.2" (406 x 476 x 107mm)
Weight	Limited Front Panel Configuration 18.5 lbs (8.4 kg) Full Featured Front Panel Configuration 19.5 lbs (8.9 kg)

**TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS**

	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power Adj*	10-30 Watts		10-35 Watts		10-50 Watts		10-40 Watts		10-45 Watts (450-485 MHz) 10-40 Watts (485-512 MHz) 10-25 Watts (512-520 MHz)	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.00015 %		±0.00015 %		±0.0002 %		±0.0002 %		±0.0002 %	
Modulation Limiting*	±5 kHz / ±2.5 kHz		±5 kHz/±4 kHz (NPSAP) /±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz	
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	±2.8 kHz		±2.8 kHz		±2.8 kHz		±2.8 kHz		±2.8 kHz	
Emissions*	Conducted+ -70/-85 dBc	Radiated+ -20/-40 dBm	Conducted + -70 dBc	Radiated+ -20 dBm	Conducted + -85 dBc	Radiated -20 dBm+	Conducted + -85 dBc	Radiated -20 dBm+	Conducted+ -85 dBc	Radiated -20 dBm+
Audio Response*	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise	25 & 20 kHz 12.5 kHz	-40 dB -34 dB	-40 dB -34 dB		-50 dB -40 dB		-45 dB -40 dB		-45 dB -40 dB	
Audio Distortion*	2 %		2 %		2 %		2 %		2 %	

**RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS**

	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits	764-776 MHz		851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at 3% distortion*	2.5W++		2.5W++		2.5W++		2.5W++		2.5W++	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.00015 %		±0.00015 %		±0.0002 %		±0.0002 %		±0.0002 %	
Analog Sensitivity*	12 dB SINAD	0.25 µV	0.25 µV		Pre-Amp 0.2 µV	Standard 0.3 µV	Pre-Amp 0.2 µV	Standard 0.3 µV	Pre-Amp 0.2 µV	Standard 0.3 µV
Digital Sensitivity	1% BER	0.3 µV	0.3 µV		0.25 µV	0.4 µV	0.25 µV	0.4 µV	0.25 µV	0.4 µV
	5% BER	0.25 µV	0.25 µV		0.2 µV	0.3 µV	0.2 µV	0.3 µV	0.2 µV	0.3 µV
Intermodulation	80 dB		80 dB		80 dB		85 dB		80 dB	
Spurious Rejection	90 dB		90 dB		90 dB		90 dB		90 dB	
Audio Distortion at rated*	3.00 %		3.00 %		3.00 %		3.00 %		3.00 %	
Selectivity*	25 kHz	80 dB	80 dB		—		82 dB		82 dB	
	12.5 kHz	65 dB	65 dB		70 dB		70 dB		70 dB	
	30 kHz	—	—		90 dB		—		—	

**PRODUCT SPEC SHEET**  
APX™ 7500 MULTIBAND CONSOLETTTE

**POWER AND BATTERY DRAIN**

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz					
Minimum RF Power Output	10-35 Watt (764-870 MHz), 10-50 Watts (136-174 MHz), 10-40 Watts (380-470 MHz), 10-45 Watts (450-485 MHz), 10-40 Watts (485-512 MHz), 10-25 Watts (512-520 MHz)					
AC Operation	110 to 220VAC 50-60Hz					
AC Current	110VAC: 0.85A (Idle/Rx) 1.7A (Tx) 220VAC: 0.42A (Idle/Rx) 0.85A (Tx)					
AC Surge Spec	EN6100-4-5 Level 5					
DC Operation	13.8V DC +/-20% Negative Ground					
Standby at 13.8V	1.25A (764-870 MHz), 1.25A (136-174 MHz), 1.25A (380-470 MHz), 1.25A (450-520 MHz)					
Receive Current at Rated Audio at 13.8V	1.5A (764-870 MHz), 1.5A (136-174 MHz), 1.5A (380-470 MHz), 1.5A (450-520 MHz)					
Transmit Current (A) at Rated Power	136-174 MHz (10-50 Watt) 380-470 MHz (10-40 Watt) 450-520 MHz (10-45 Watt)	13A (50W) 11A (40W) 11A (45W)	8A (15W) 8A (15W) 8A (15W)	764-870 MHz (10-35 Watt)	12A (50W)	8A (15W)

\* Measured in the analog mode per TIA/EIA 603 under nominal conditions

+ Specs includes performance for the non-GNSS/GNSS bands

++ Output power into 20 Ohm internal speaker

Specifications subject to change without notice. All specifications shown are typical.

Radio meets applicable regulatory requirements.

**ENCRYPTION**

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

**ENVIRONMENTAL SPECIFICATIONS**

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	95% relative humidity
ESD	IEC 61000-4-2
Duty Cycle	EIA/TIA Intermittent Duty Cycle

**FCC TYPE ACCEPTANCE ID**

FCC ID	BAND AND POWER LEVEL
AZ492FT5858	10-35 Watts (764-870 MHz)
AZ492FT3824	10-50 Watts (136-174 MHz)
AZ492FT7037	10-50 Watts (136-174 MHz) and 10-35 Watts (764-870 MHz)
AZ492FT7047	10-50 Watts (136-174 MHz) and 10-45 Watts (450-520 MHz)
AZ492FT4895	10-50 Watts (136-174 MHz) and 10-40 Watts (380-470 MHz)
AZ492FT4894	10-40 Watts (380-470 MHz)
AZ492FT7043	10-40 Watts (380-470 MHz) and 10-35 Watts (764-870 MHz)
AZ492FT4904	10-40 Watts (380-470 MHz) and 10-45 Watts (450-520 MHz)
AZ492FT4896	10-45 Watts (450-520 MHz)
AZ492FT7044	10-45 Watts (450-520 MHz) and 10-35 Watts (764-870 MHz)

For more information about how to interoperate without boundaries, visit [motorolasolutions.com/apx](http://motorolasolutions.com/apx)

Motorola Solutions, Inc.  
1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346  
**motorolasolutions.com**

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R3-1-2051B





## MISSION CRITICAL CONNECTIVITY AND PERFORMANCE

# ASTRO® 25 GGM 8000 GATEWAY

Government and industrial organizations rely on ASTRO 25 systems for mission critical communications and to meet their demanding needs, the GGM 8000 gateway is built to deliver performance, capacity and security above and beyond the capabilities of traditional networking hardware.

Designed to provide a clear demarcation point between your existing IP network architecture and ASTRO 25 systems, the GGM 8000 Gateway is a multi-purpose network communications platform, constructed to interconnect devices and networks within ASTRO 25 systems. The need for special protocols, including multicast, are eliminated with static tunnels through your backhaul network.

The easy serviceable design allows all internal modules to be replaced without removing the chassis from the rack. Motorola manages the firmware, configurations and applications to ensure the highest levels of system integrity, performance, and information assurance compliance.

### CONNECTIVITY PROVIDED

- ASTRO 25 Core
- ASTRO 25 Sites
  - Dispatch Consoles
  - Trunking
  - Conventional
  - High Performance Data (HPD)
  - SmartX
  - ISSI
- Customer Enterprise Network (CEN)

### FUNCTIONS PERFORMED

- Radio system traffic call routing (voice and data)
- Packet duplication
- Rapid failure recovery
- Traffic Shaping (packet fragmentation, prioritization, and queuing)
- Dynamic System Resilience site routing
- IP simulcast traffic routing
- Zone Core Protection (ZCP)
- Conventional Channel Gateway
- Advanced Conventional Signaling (MDC1200 and ACIM)

### PHYSICAL INTERFACES

- Ethernet and T1/E1 interfaces for WAN connectivity
- Ethernet for Site LAN including IP Station Interfaces
- Analog (2- or 4-wire) and V.24 digital conventional station interfaces
- FlexWAN interface for select legacy networks

## SECURITY FUNCTIONALITY

Supports data encryption over Ethernet and T1/E1 links using the IPSec and FRF.17 protocols. The GGM 8000 contains an embedded hardware encryption processor. To enable encryption, a properly signed encryption certificate must be loaded.

- Data encryption – Data Encryption Standard (DES), Triple DES (3DES) and 256-bit Advanced Encryption Standard (AES) algorithms
- Data authentication – Message Digest 5 (MD5) algorithm and Secure Hash Algorithm (SHA)
- Diffie-Hellman Group 1, Group 2, Group 5 and Group 14 negotiation
- SSH (secure shell) client/server architecture – secure encrypted communications between two trusted hosts over insecure networks
- Password Protection – Authorized users must supply credentials before access to device functionality will be allowed
- Zeroization of critical security parameters (CSPs) – Supports commands to zeroize all Key Encryption Key (KEK) related information and CSPs in the event of a security breach

## CONFIGURATION

Base Platform Configuration	Enclosure; Power Subsystem (AC or DC); Base Module; Console Management Port (9 Pin); Four 10/100/100 Base-T Ethernet Ports; Two T1/E1 WAN Telecommunication Ports; Encryption Support (disabled)
Optional Modules	Encryption enabling certificate Analog 4 wire/v.24 Conventional Gateway Module: 4x4 wire with E&M analog ports, 4xv.24 digital ports Enhanced Low Density Conventional Gateway Module: 4x2 (or X4) wire with E&M analog/IO ports, 4xv.24 digital ports Enhanced High Density Conventional Gateway Module: 8x2 (or X4) wire with E&M analog/IO ports, 8xv.24 digital ports FlexWAN Module: 1 multipurpose port, typically used for v.35 interface

## PHYSICAL SPECIFICATIONS

Dimensions	44 (w) x 4.3 (h) x 37 (d) cm
Weight	7.3 kg (16 lb)

## ENVIRONMENTAL SPECIFICATIONS

Temperature	–30 °C to 60 °C (–22 °F to 140 °F) operating for base unit with or without encryption module 0 °C to 50 °C (32 °F to 122 °F) operating for base unit configured with optional interface modules –40 °C to 85 °C (–40 °F to 185 °F) non-operating
Humidity	5 to 95% (Non-Condensing)
Heat Dissipation	163 BTU/Hour (Maximum)
Power Consumption	48 Watts (Maximum)
AC Power Configuration	
Operating Range	100V to 240V, 50/60Hz
Current Draw	Less than 0.50A at 120VAC Less than 0.25A at 220VAC
DC Power Configuration	
Operating Range	20 to 60 VDC
Current Draw	Less than 2.0A at 24VDC Less than 1.0A at 48VDC

## SECURITY CERTIFICATIONS

FIPS 140-2	Level 2
Common Criteria	EAL 2

## SAFETY CERTIFICATIONS

North America	UL60950-1, CSA C22.2 No. 60950-1
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## EMC/EMI CERTIFICATIONS

North America	FCC Part 15; Class A Industry Canada ICES-003; Class A
Europe (EU)	EN 55022 EN 55022 EN 61000-3-2 EN 61000-3-3 EN 55024 EN 61000-4-2 EN 61000-4-3 EN 61000-4-4 EN 61000-4-5 EN 61000-4-6 EN 61000-6-11 Radiated Emissions; Class A Conducted Emissions; Class A Harmonics Flicker Immunity ESD Immunity Radiated Immunity EFT/B Immunity Surge Conducted Immunity Voltage Interruption / Dips
Australia / New Zealand	AS/NZS CISPR 22; Class B
Japan	VCCI Class B

## TELECOMMUNICATIONS APPROVALS

North America	FCC Part 68, IC CS-03
Europe (EU)	ETSI/TBR1, TBR2, TBR12, TBR13, TBR17
Australia / New Zealand	AS/ACIF S003, ACA TS016, TNA117

## ENVIRONMENTAL REGULATORY

EU WEEE Directive	EN 50419 Compliant
China Management Methods (CMM)	Ministry Order #39





# SYNERGY

PUBLIC SAFETY CONSOLES

**watson**  
DISPATCH





# SYNERGY

Empower your emergency response personnel to perform at their peak with the console system designed and built with the dispatcher in mind. Synergy consoles combine advanced ergonomics, unmatched structural quality and technology integration into a package that delivers an outstanding return on investment.



## DURABLE AND DEPENDABLE

Synergy consoles were designed and manufactured specifically for 24/7 intensive use environments. The consoles are manufactured with superior materials and construction techniques to provide a lasting solution.



# FLEXIBLE AND SCALABLE

A broad range of components and sizes are available to customize a console to fit in your facility and support your technology needs.



## ROBUST CONSTRUCTION

Synergy consoles feature a rigid unibody construction, solid core panels, heavy-duty extruded posts, and ergonomically-designed height adjustable platforms stress-tested to 40,000 duty cycles, to withstand a decade or more of rigorous use.



## HEIGHT ADJUSTABILITY

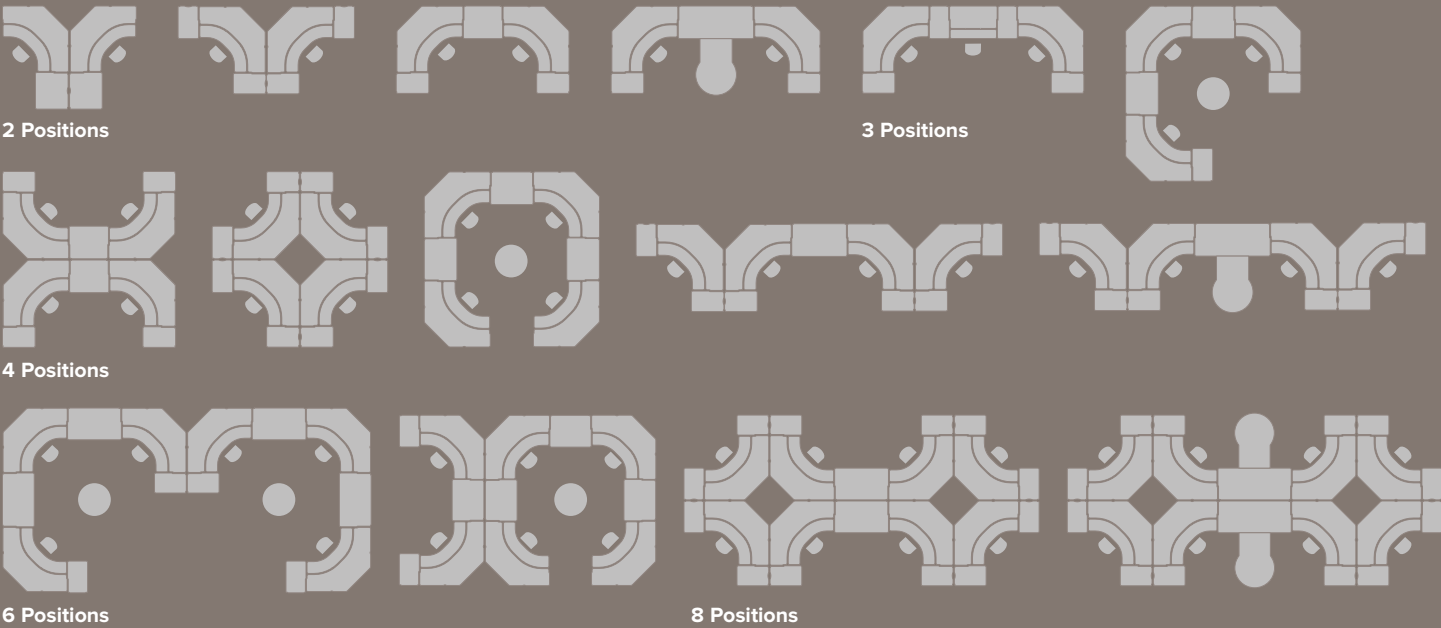
Fully adjustable workspaces and input platforms adapt to users height preferences and allow for sit-to-stand flexibility from 22 to 57 inches.



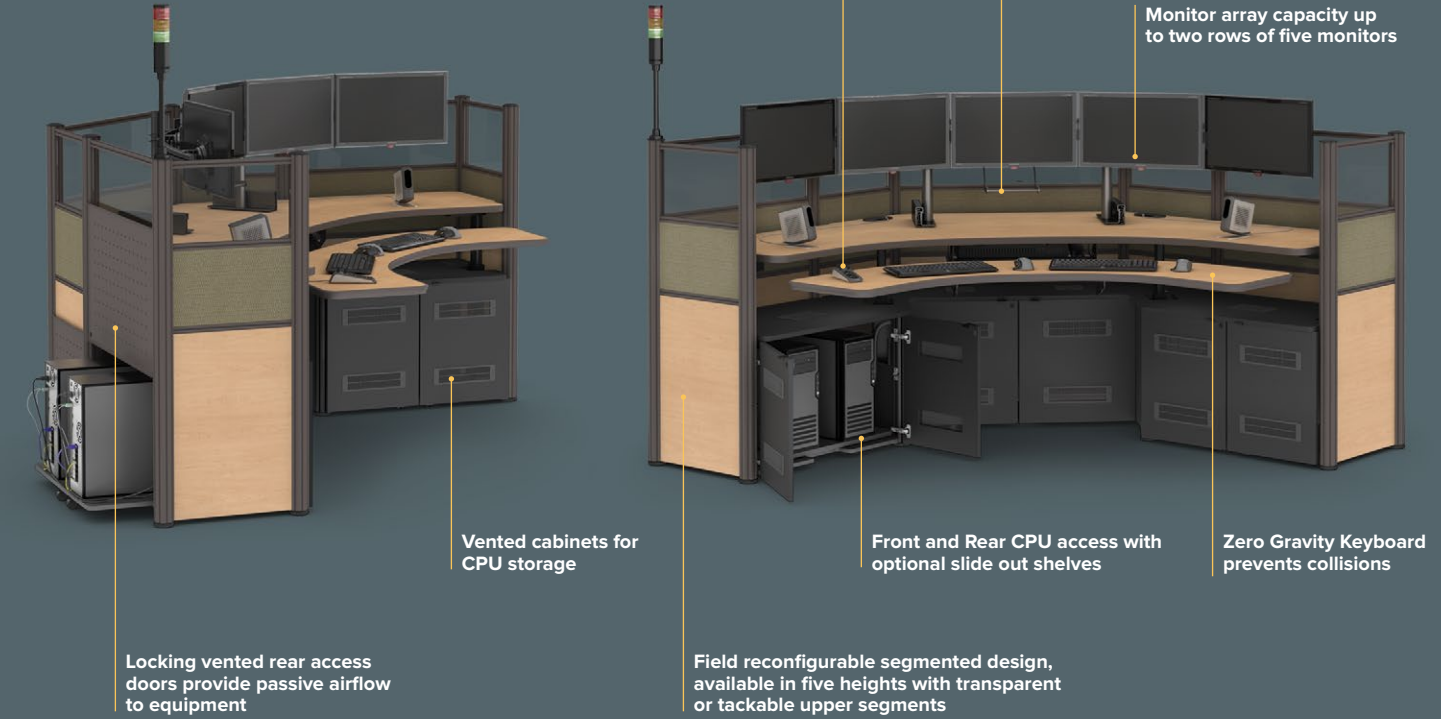
## MONITOR DEPTH ADJUSTMENT

For additional ergonomic flexibility, the optional Depth Adjustment Assembly allows for the entire monitor array to move without impacting the workspace.

## FLEXIBLE PLANNING



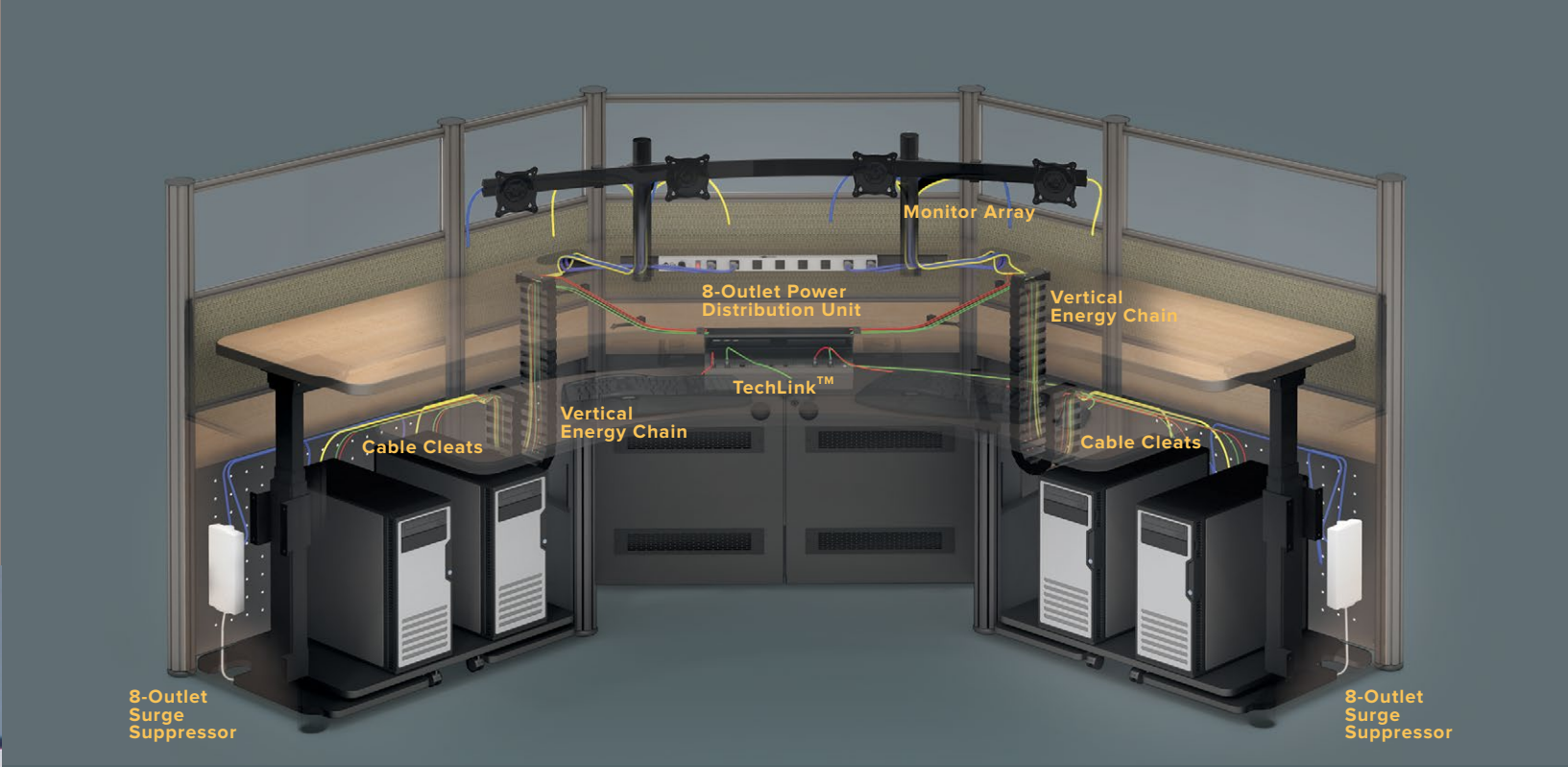
# DESIGNED FOR 24/7 USE





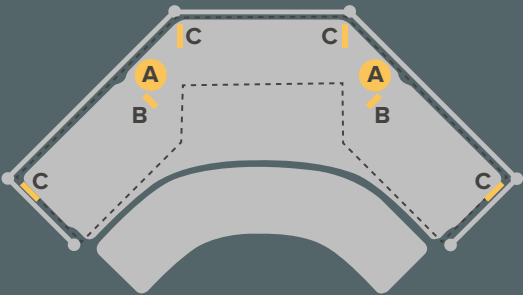
# TECHNOLOGY INTEGRATION

Synergy was designed with tech support in mind. Consoles feature ample room for CPU's with front and/or rear door access to ease maintenance and minimize operator disruption during equipment service and repair. Our exclusive TechLink™ provides quick connection points for keyboard, mouse, phone and other input devices. Synergy cable management features horizontal and vertical pathways to simplify the constant task of managing wires.



## TECHNOLOGY POWER PORTS

- (A) 2 Floor to power & data access points
- (B) 2 Electrical J-Box mounting points
- (C) 4 Eight-outlet surge suppressors
- 4 Raised floor access points



## IMPROVED TECHNOLOGY ACCESS

Techlink™ provides easy user connectivity at the work surface for up to 10 input devices, like keyboard and mouse. Wire management is conveniently organized at the rear for tech-access.



## TOTAL COMFORT SYSTEM

Watson's Total Comfort System is a single point interface for height adjustment, airflow, heating, and lighting adjustment.



# SYNERGY

## THREE TYPES OF CONSOLES



### Linear

Linear consoles are designed to provide fully height adjustable worksurfaces for back-up and call taker consoles.



### Center Lift

Center Lift consoles are specified with fixed bridges to create ancillary surfaces between consoles. The adjustable worksurface supports up to four monitors.



### Full Lift

For complete ergonomic control, Full Lift consoles support up to 12 monitors and feature an adjustable worksurface and input platform.

## CONSOLE FEATURES

- Three configurations; Linear, Center Lift and Full Lift consoles  
Fixed & adjustable height surfaces
- Field reconfigurable segmented design, available in five heights with transparent/tackable fabric upper segments
- Single Point Interface used to adjust worksurface and keyboard platform with digital readout, controls airflow, heating and lighting with mobile & scalable fan positioning
- Tools such as personal whiteboards, swivel-to-stow cup holders, paper trays, phone trays, CD trays and binder trays
- Front and Rear CPU access with optional slide out shelves
- Powered keyboard platform
- Locking perforated zero clearance rear access doors provide passive airflow to equipment
- Standard rear access with 8 power outlets per cavity and optional cavity illumination and filtered cavity fans
- Hard surface laminate ends for greater durability
- Primary surface height adjustment range: 27"–52"
- Input platform height adjustment: 22"–57"



# MERCURY

PUBLIC SAFETY CONSOLES





# MERCURY

In communication centers, responsiveness means effectiveness. By combining sophisticated technology, modular adaptability and climate control, Mercury does more than keep pace; it anticipated what's around the corner.





## WHY MERCURY

After years of research inside communications centers, Watson has redefined technology-driven console design. We collaborated with front-line dispatchers, IT professionals, facility managers, public safety architects and consultants to experience first-hand what they saw, heard and felt during an average shift. Then we got busy designing a three-sided, three-dimensional station that works as hard as they do. The tri-linear Mercury cockpit is built to align with the present and the future of dispatch technology.

# THE CORNER GETS CROWDED

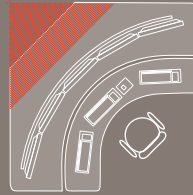
Ultra-deep 90-degree corner consoles suited a bygone era when back-heavy monitors gobbled up the bulk of desktop real estate and users were crammed into the remaining space, typically facing away from their co-workers.

## The Evolution of Dispatch Console Design



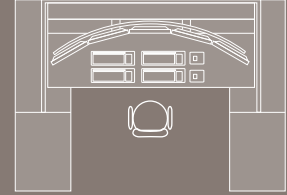
### 1998

Boxy computer equipment required deep triangular worksurfaces, with limited size input platform and corner space behind monitors created dead zones



### 2005

As digital technology became the standard and monitors shrunk, a significant portion of the worksurface became a 'dead zone' for collecting dust and redundant cabling.



### MERCURY

Today, Mercury reclaims the unused surface area to create a spacious user pocket with adjacent storage and open sight lines throughout the facility.

## MERCURY FITS

Dispatch centers with updated technology need updated furniture that adapts as industry trends evolve. Mercury's linear layout opens things up to enhance productivity, increase usable space and connect people with process.

### Adaptable and Efficient

Mercury's flexible planning language emerged from a detailed survey of nearly 6,000 floor plans from dispatch centers around the world. From intimate to expansive configurations, Mercury consistently delivers performance and comfort to respond to the distinct demands of each installation.



### Compact Spine Configuration

In large communication centers, efficiency is key. For these installations, Mercury configures linearly with outboard technology placement and personal storage stackers.

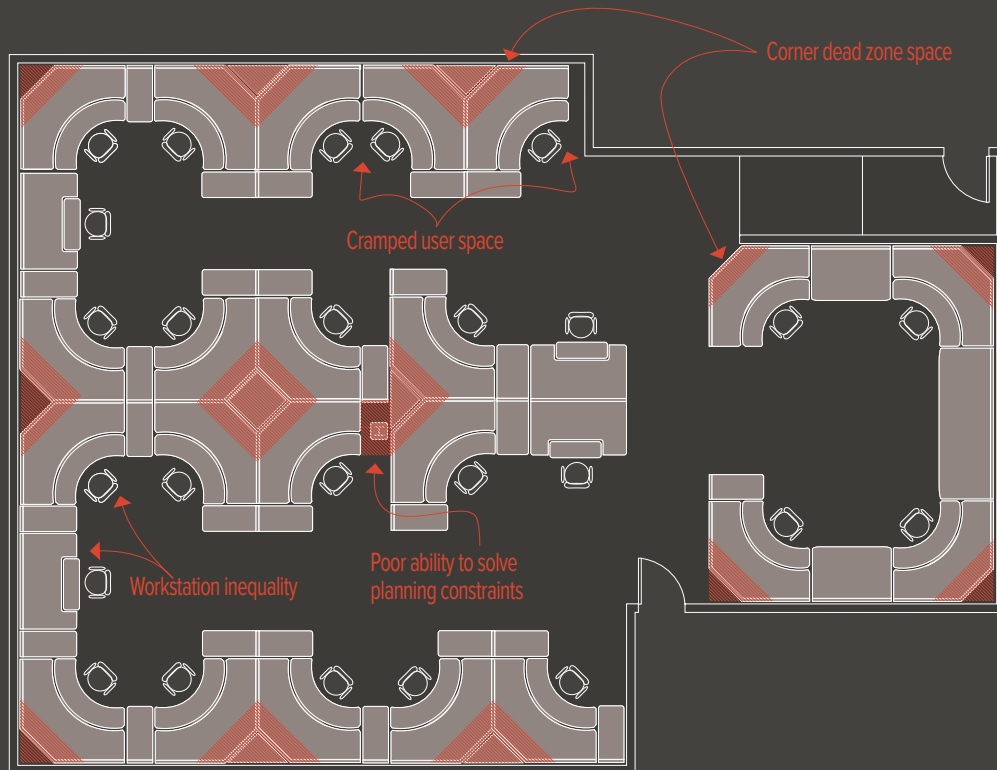


### Bullpen Configuration

Four-person arrangements give people the room they need to accomplish independent tasks and the layout they need to achieve collaborative goals.



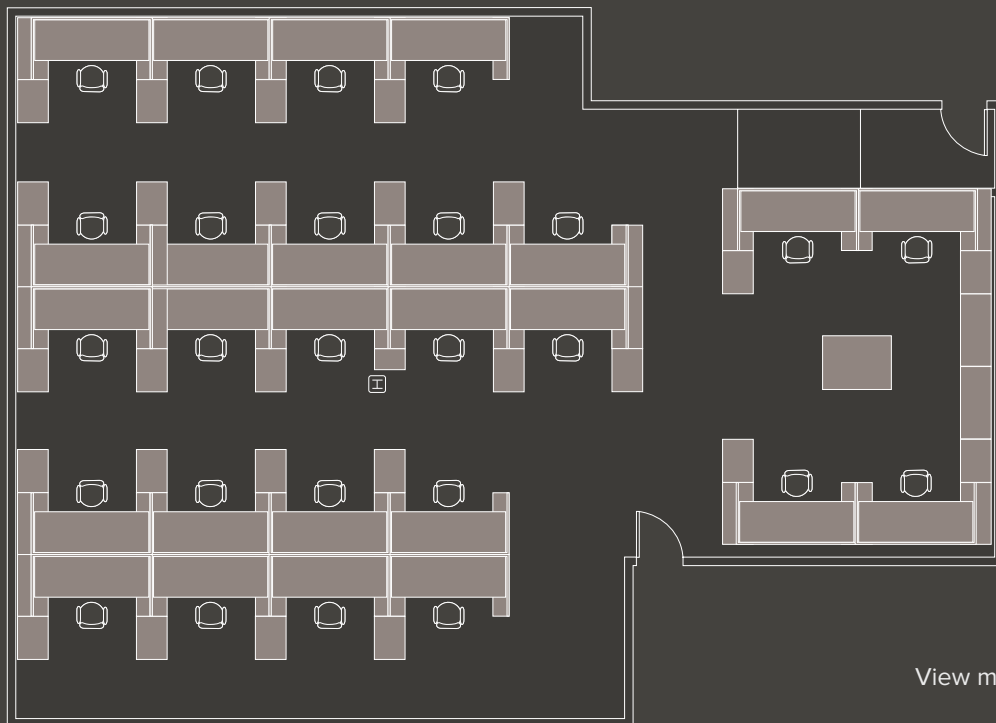
## CORNER CONSOLE PLANNING



### CHALLENGES OF A CORNER LAYOUT

- Inequality in workstation size and amenities
- Poor supervisor sightlines
- Inefficient space utilization

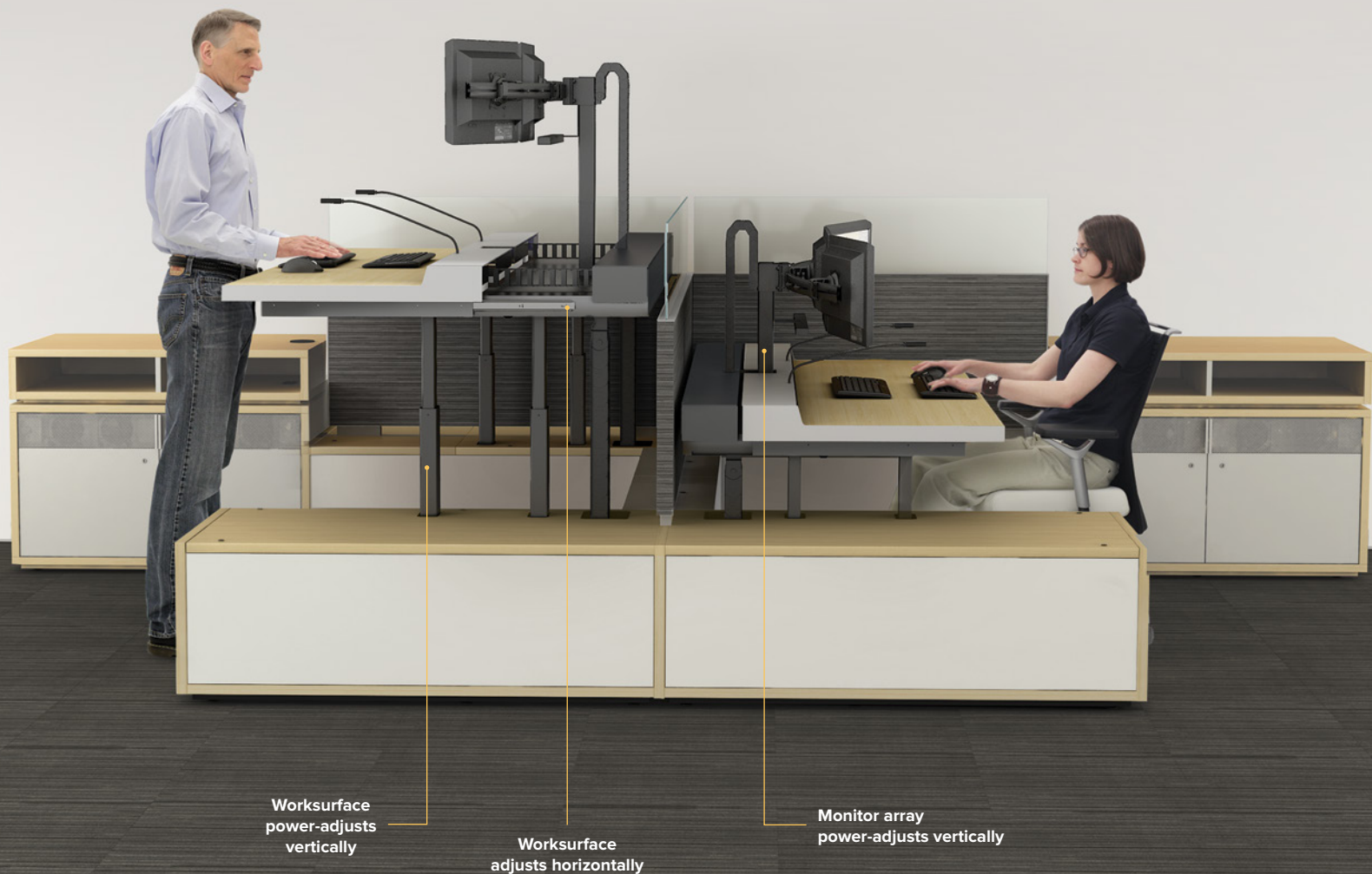
## MERCURY TRI-LINEAR COCKPIT PLANNING



### ADVANTAGES OF UNIFORM LAYOUTS


- Open sightlines
- Equality from position to position
- Increased user workspace

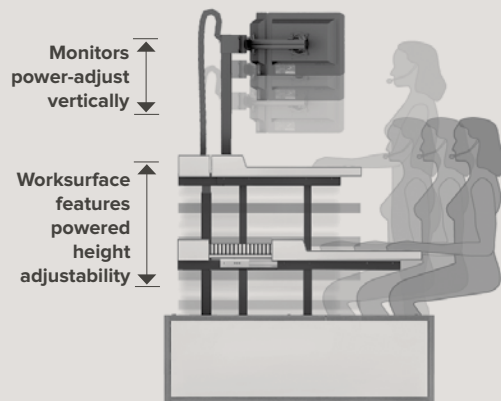
View more Mercury configuration possibilities at [watsonfurniture.com/mercury](http://watsonfurniture.com/mercury)

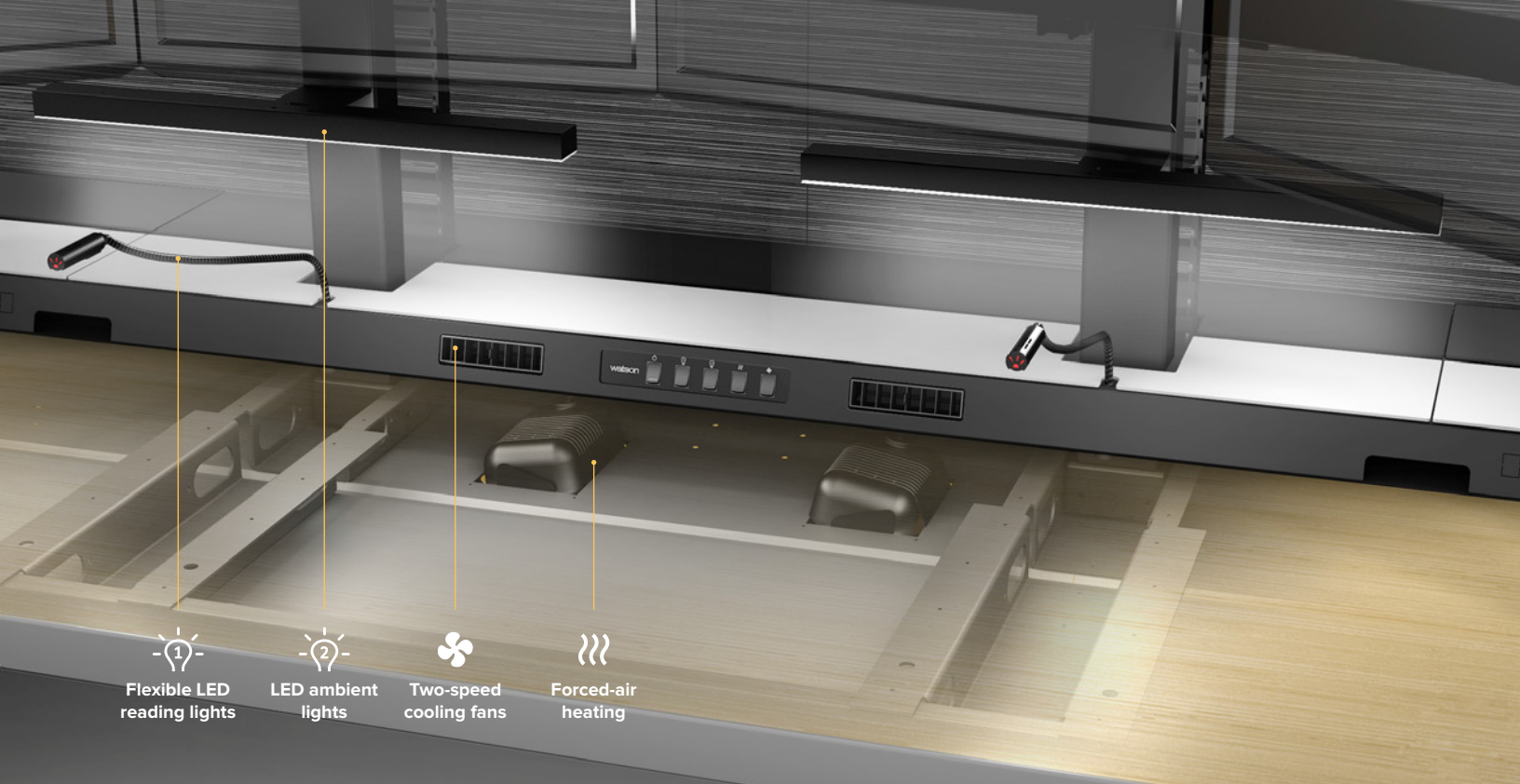


## WELLNESS AT WORK

At Watson, we believe that ergonomics go way beyond comfort. Mercury's patented dynamic ergonomic system meets or exceeds all HFES and BIFMA G-1 Ergonomic Standards, which aids in countering the physical demands of grueling shifts by allowing employees a broad range of sit-to-stand positions throughout their shifts. Fast, easy adjustments to the vertical and horizontal positions of the workstation and monitors allow dispatchers to customize their stations to match their unique preferences. Workers can transition from sitting to standing; worksurfaces can move to change focal distance; monitors can shift to achieve maximum visual acuity. The result is a personalized work area that accommodates the precise anatomical profile of each user and enhances employee satisfaction.

Worksurface expands and retracts laterally 





## IN THE DRIVER'S SEAT

Everything a dispatcher needs to remain productive and comfortable is within arm's reach on Mercury's dashboard. Easy-to-use controls and tech bays housing up to 20 connection points are accessible to the left and right, each placed in intuitive locations to keep workers organized. Phones, keyboards, mice and other peripherals line up neatly, while excess cables and terminals are concealed under hinged access covers. Even LED reading lights were selected for having no glare, creating no interference with equipment and putting light where it's needed. With Mercury, everything has its place.

### ENERGY CONSCIOUS ELECTRONICS

- ① LED reading lights
- ② LED ambient lights
- ⚙ Low-voltage cooling fans
- ⚡ Forced-air heating draws only 400 watts

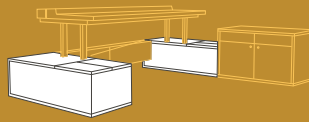




## WIRED FOR SIMPLICITY

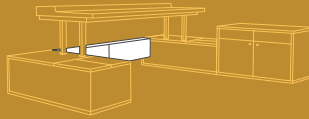
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The IT team has enough to do without having to wrestle with tangled cables. Everything under Mercury's hood is readily accessible, quickly secured and completely compartmentalized. Technology is situated at the front of the workstation and can be accessed from all sides. Large cable infeeds and raceways are easy to manage, while plug-and-play junctions are built into both worktop peripherals and monitor arrays. Installations are quick, changeovers are painless for IT.



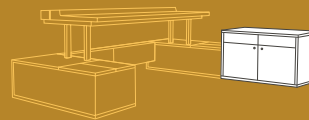
## HUB

- Multiple dedicated power, voice and data entry points
- Rackmount power distribution
- Rackmount data patch bay locations
- Lockable access from sides and top



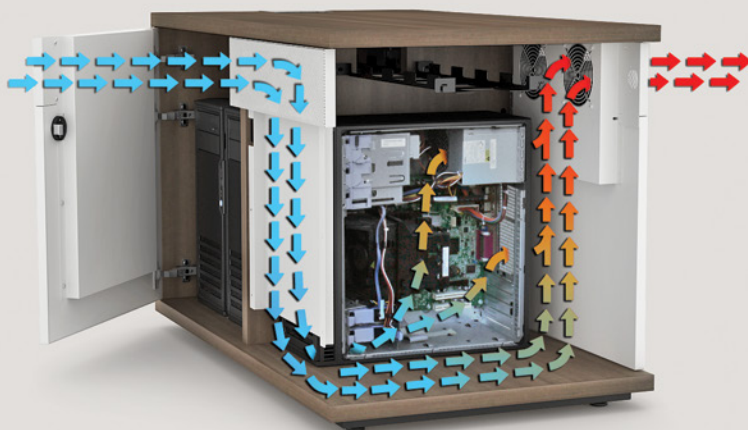
## CABLE BRIDGE

- Drop-in wide berth cable system
- Capacity for nine 1" flexible conduit, or 80 Cat-5 individual cables
- Front-access hinged doors are lockable
- Underside pass-throughs for floor foot pedals



## TECHNOLOGY CABINETS

- Outboard placement for easy IT access
- Accommodates rackmount, small or large format CPUs
- Growth potential through cabinet stacking
- Active Cooling System keeps components cool
- Easily updated to allow future technology changes
- CFM matched airflow rates



## ACTIVE COOLING SYSTEM

Technology storage cabinets use Watson's proprietary state-of-the-art low-noise cooling system, which is thermostatically controlled and automatically activates to keep equipment running at an optimum operating temperature.



## STURDY AND SCALABLE

---

Mercury is the latest Watson innovation to combine robust manufacturing quality with modular flexibility. With fully welded steel frame construction and made with materials specifically chosen to endure the rigors of a 24/7 environment, Mercury is relied upon by facilities managers who need dispatch furniture to stay strong for the long haul. Full-thickness 1-1/8" panels frame Mercury's storage and technology cabinets for greater stability. The fabric screens, backed by steel to avoid dimpling and corner damage, are removable for future refreshing. Best of all, the components can easily reconfigure to a variety of footprints. Mercury's durability and adaptability keep the cost of ownership low, even when building systems change.

### RESPONSIBLE MANUFACTURING

- SCS-certified for indoor air quality
- High recycled steel, wood and fabric content
- Regionally sourced materials
- Sustainable manufacturing processes
- Made in the Pacific Northwest



#### EXPANDABLE MONITOR ARRAY

- Bolt-on dual array extension column
- Capacity of up to two rows of six monitors

#### ACOUSTIC SCREEN

- Recycled denim wool interior; perforated fabric-wrapped sheet metal exterior
- NRC rating of 0.75
- SAA rating of 0.78

#### MODULAR DESIGN

- Highly flexible components
- Easy to expand and reconfigure
- Easy to incorporate additional CPUs

#### SIMPLIFIED INSTALLATION

- Pre-assembled modules
- Standardized component sizing
- Metal-to-metal connections



#### ROBUST CONSTRUCTION

- Fusion-welded 12 gauge cold rolled steel frame
- 720 lbs dynamic lifting capacity
- 2500 lbs static loading capacity
- Up to 96" of worksurface freespan
- Precision ball bearing worksurface guides
- Lifting system tested through 40,000 cycles



# WHY MERCURY?

## 1 Console Design Evolution

- Elimination of 90 degree corner dead zone space
- Full tri-linear cockpit usability and adjustability
- Outboard technology placement for easy access
- Ample room for increased input devices
- Optimized for flatscreen displays

## 2 For Dispatchers

- Worksurface power-adjusts vertically
- Monitor array power-adjusts vertically
- Worksurface adjusts horizontally for focal depth
- Integrated environment controls
- Ready access to all technology and storage

## 3 For IT

- Hub provides multiple dedicated power, voice and data entry points
- Efficient and accessible cable management system
- Outboard technology storage with active cooling
- Tech bays for rapid access to data ports

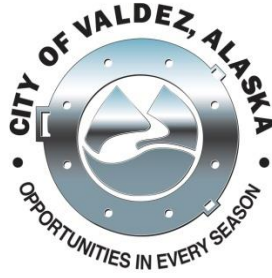
## 4 For Facilities

- High space planning efficiencies
- Modular component flexibility
- Easy to expand and reconfigure
- Robust construction for 24/7 environments

### FEATURES AND SPECS

Size Ranges	
Station widths	60" – 96"
Station depths	39" – 51"
Station heights	42" – 60"
Ergonomic Adjustments	
Worksurface height range	22" – 48"
Focal depth worksurface 11" range	Standard
Monitor array	12" electronically controlled
Maximum monitor capacity	12
HFES 100-2007 / BIFMA G-1 2013	Meets or exceeds
Environmental Controls	
Electrical Listing	UL 508
Heating, cooling, reading and ambient lighting	Optional
Screening	
Acoustic NRC 0.75, SAA 0.78 third-party certification	Standard
Frameless clear or frosted glass toppers	Optional
Energy and Environmental	
Electrical requirement	12.9 A (maximum)
Worksurface lift standby usage	0.1 A
SCS indoor air quality certification	Advantage
Total recycled content	83%
Technology	
Standard CPU maximum capacity / station	12
Rackmount maximum / station	32U
User peripheral maximum plug-ins	20
110V AC NEMA 5-15R Receptacles	10 – 12





**August 28, 2017**

**Memo to: City Council**  
**From: Brian Carlson, Finance Director**  
**Re: 2018 Budget Topic: CSOs and Events**

**SUMMARY:**

Council sets the annual appropriation for Community Service Organizations (“CSOs”) and Events. In 2017 these appropriations were \$2.4MM and \$306K, respectively, which is approximately 7% of the City’s overall operating budget.

Council has indicated a desire to set limits on these appropriations. Staff has composed this report as a first-step in understanding the data and the impact to operations, and offering possible models for future appropriations.

**BACKGROUND:**

- CSOs are comprised of approximately twelve recipient groups (*see attachment: CSO Analysis*). They complete a lengthy application each year, which is typically forwarded directly to Council as submitted, rather than being amended by the City Manager. Council typically sets the appropriation during the related workshop.
- CSOs receiving more than \$100K are required to complete an independent financial audit.
- Events requests and applications are overseen by the Events Coordinator within the Parks and Recreation Department. Their requests commonly include both cash and in-kind support, such as equipment and operators, use of facilities, crowd and traffic control, etc.
- The 2017 Events appropriation of \$306K included \$125K for the World Extreme Skiing event, which was subsequently cancelled.

**ANALYSIS:**

- Since 2012, CSOs have grown by over \$800K, from \$1.5MM to \$2.4MM. They have grown as a percentage of operations from 5% to over 7%. (*See attachment*)
- The Audit requirement typically costs the CSO \$8K to \$15K, which is then likely embedded in the funding request, i.e. the cost is likely passed-through to the City.
- Events cash outlays have grown from \$81K to over \$180K (excluding the cancelled 2017 World Extreme Skiing event).

- Events represent a small cash outlay, but a large **in-kind commitment**. This commitment is imposed on most departments in varying amounts, and entails an *opportunity cost* at the department level, i.e. *doing in-kind work means departments are NOT doing their regular tasks*. The in-kind component is not well quantified and is therefore invisible in the budget process. However, **the impact to department operations is significant**.

### **CONCLUSION / RECOMMENDATIONS:**

- Finance Staff proposes a change to the CSO workshop presentation. Rather than printing and distributing all of the application materials, a single, consolidated report summarizing the CSO application data, calling out any changes, anomalies, or other content that is relevant to Council's decision, could be distributed.
- Council has discussed a formula-driven limit to CSO appropriations. If such a method is intended for 2018, staff would like to factor this into the workshop presentation. Limits could be set by:
  - Dollar cap
  - Set rate of increase or decrease over time
  - Percentage of Revenues, Expenses, or any subset thereof
- Staff (multiple departments) is in favor of modifying the Events request process to include detailed in-kind requests. This would serve multiple objectives, including:
  - Quantifying the time and expense of providing in-kind services
  - Compiling requests well in advance of events and distributing to affected departments
  - Giving Council and Departments a data-driven basis for establishing limits to in-kind services

### **ATTACHMENTS:**

*CSO Analysis.pdf*

### CSOs Ranked by Appropriation - Five-Year History

Name	2013	2014	2015	2016	2017	2017 %
PWSCC	700,000	770,000	743,243	758,273	810,000	33.6%
Museum	359,000	425,000	475,000	455,000	455,000	18.9%
Convention Visitors Bureau	397,997	440,000	488,782	446,245	446,245	18.5%
Senior Center	150,000	240,000	250,000	290,000	264,000	11.0%
Levitation 49	-	-	-	150,000	150,000	6.2%
VFDA	57,500	-	167,500	110,000	110,000	4.6%
Avalanche Center	5,000	10,000	20,000	40,000	52,500	2.2%
Food Bank	55,000	55,000	49,000	49,500	45,292	1.9%
AVV	40,000	40,000	40,000	40,000	45,000	1.9%
Vdz Arts Council	10,000	10,000	15,000	15,000	15,000	0.6%
CRBCAC Child Advocacy Center					10,400	0.4%
KCHU					5,000	0.2%
Imagination Library	-	1,500	1,500	2,100	2,100	0.1%
Nursing Program	43,273	50,000	-	-	-	0%
Connecting Ties	-	-	7,000	-	-	0%
<b>TOTAL</b>	<b>1,817,770</b>	<b>2,041,500</b>	<b>2,257,025</b>	<b>2,356,118</b>	<b>2,410,537</b>	<b>100%</b>

## Operating Expenses Ranked by 2016 Dollar Amount

Budget Category	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016
Total Operating Budget	31,882,876	35,491,912	33,949,619	37,040,211	36,035,461
FTE Payroll	11,129,855	11,410,901	11,598,306	12,259,129	12,519,612
Education	9,443,090	9,441,283	9,990,853	10,707,990	10,644,412
CSOs	1,519,000	1,760,270	2,041,500	2,089,525	2,356,118
Legal	1,500,960	3,452,221	2,542,634	3,192,127	2,103,288
Other Operating	2,092,488	2,527,146	1,997,872	2,027,305	2,089,666
Contracts	1,588,148	2,093,160	1,622,657	2,308,655	2,006,447
Other Personnel	1,500,360	1,594,446	1,471,395	1,794,798	1,775,702
Utilities	1,924,464	1,990,459	1,738,724	1,540,997	1,442,486
Maintenance	806,212	892,638	592,845	691,331	646,806
Insurance	296,975	246,554	266,036	297,621	305,256
Events	81,327	82,834	86,798	130,733	145,669

## Ranked by 2016 Percentage to Total Operating Budget

Budget Category	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016
Total Operating Budget	100%	100%	100%	100%	100%
FTE Payroll	35%	32%	34%	33%	35%
Education	30%	27%	29%	29%	30%
CSOs	5%	5%	6%	6%	7%
Legal	5%	10%	7%	9%	6%
Other Operating	7%	7%	6%	5%	6%
Contracts	5%	6%	5%	6%	6%
Other Personnel	5%	4%	4%	5%	5%
Utilities	6%	6%	5%	4%	4%
Maintenance	3%	3%	2%	2%	2%
Insurance	1%	1%	1%	1%	1%
Events	0.3%	0.2%	0.3%	0.4%	0.4%

## Year over Year Dollar Growth: Ranked by Growth in Dollars Since 2012

Budget Category	12/31/2013	12/31/2014	12/31/2015	12/31/2016	Dollar Growth Since 2012
Total Operating Budget	3,609,036	(1,542,293)	3,090,592	(1,004,751)	4,152,584
FTE Payroll	281,046	187,405	660,823	260,483	1,389,757
Education	(1,807)	549,570	717,137	(63,578)	1,201,323
CSOs	241,270	281,230	48,025	266,593	837,118
Legal	1,951,262	(909,588)	649,494	(1,088,839)	602,329
Contracts	505,012	(470,503)	685,998	(302,208)	418,299
Other Personnel	94,086	(123,050)	323,403	(19,096)	275,342
Events	1,507	3,964	43,935	14,936	64,341
Insurance	(50,421)	19,481	31,585	7,635	8,281
Other Operating	434,659	(529,274)	29,433	62,361	(2,821)
Maintenance	86,426	(299,793)	98,485	(44,525)	(159,406)
Utilities	65,996	(251,735)	(197,727)	(98,511)	(481,978)

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 17-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ESTABLISHING SUBLEASE RATES AT THE VALDEZ PIONEER FIELD AIRPORT TERMINAL BUILDING AND REPEALING RESOLUTION NO. 10-60 FORMERLY NAMING SUBLEASE RATES AND FEES

WHEREAS, the City of Valdez does own and operate the airport terminal; and

WHEREAS, Resolution No. 10-60 adopted lease rates of \$1.64 per square foot per month in 2011, \$1.72 per square foot per month in 2012, and \$1.81 per square foot per month beginning in 2013; and

WHEREAS, Resolution No. 10-60 added a daily rental rate of \$130.00 per day for subleases less than 30 days; and

WHEREAS, Resolution No. 00-18 renamed the Valdez Airport to Valdez Pioneer Field; and

WHEREAS, the daily rental rate has not been adjusted since 2010; and

WHEREAS, the monthly sublease rate has not been adjusted since 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The sublease rate for 2018 shall be \$1.90 per square foot per month. The sublease rate for 2019 shall be \$1.99 per square foot per month. The sublease rate for 2020 shall be \$2.08 per square foot per month.

Section 2. A daily rental rate for office, event or meeting space shall be \$65 per hour.

Section 3. A short term rental of 30 days or less shall be \$2.25 per square foot per month.

Section 4. An administrative fee shall be applied to all new Subleases in the amount of \$50.00. An administrative fee shall be applied to all amended Subleases in the amount of \$25.00.

Section 5. Key and key core replacements shall be \$50.00 per core and \$10.00 per key.

Section 6. Public announcement system radio replacements shall be \$100.00 per radio.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

CITY OF VALDEZ, ALASKA

\_\_\_\_\_  
Ruth E. Knight, Mayor

ATTEST:

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

**Airport Rates Worksheet  
2017-2018**

LESSEE	SQUARE FOOTAGE	2017 MONTHLY RENTAL CHARGE	2017 BUDGETED RENTAL REVENUE	2017 ANTICIPATED RENTAL REVENUE	2017 CITY USE OFFICES NOT BILLED	2017 ANTICIPATE D RENTAL REVENUE @ \$1.81/sq. ft.	REVENUE AT \$1.90/sq. ft. 5% increase (\$0.09/sq. ft. increase)	REVENUE AT \$1.99/sq. ft. 10% increase (\$0.18/sq. ft. increase)	REVENUE AT \$2.08/sq. ft. 15% increase (\$0.27/sq. ft. increase)
City of Valdez Finance Dept.	1,778.0	\$3,218.18			\$38,618.16				
City of Valdez Fire Dept.	2,048.0	\$3,706.88			\$44,482.56				
City of Valdez Engineering Dept.	2,326.0	\$4,210.06			\$50,520.72				
City of Valdez Port Dept.	768.0	\$1,390.08			\$16,680.96				
Civil Air Patrol	1,029.6		\$1.00	\$1.00		\$1.00	\$1.00	\$1.00	\$1.00
Dean Cummings' H2O Guides	615.0	\$1,113.15	\$13,357.80	\$13,357.80		\$13,357.80	\$14,022.00	\$14,686.20	\$15,350.40
ERA Aviation, Inc.	2,912.0	\$5,270.72	\$63,248.64	\$63,248.64		\$63,248.64	\$66,393.60	\$69,538.56	\$72,683.52
Federal Aviation Administration	21.2	\$38.33	\$459.96	\$459.96		\$459.96	\$482.90	\$505.78	\$528.65
Federal Aviation Administration	271.0	\$490.51	\$5,886.12	\$5,886.12		\$5,886.12	\$6,178.80	\$6,471.48	\$6,764.16
Jeff Johnson & Linda Brandenburg	184.0	\$333.04	\$3,996.48	\$3,996.48		\$3,996.48	\$4,195.20	\$4,393.92	\$4,592.64
The Landing Lights	568.0	\$1,028.08	\$19,873.80	\$12,965.03		\$12,336.96	\$12,950.40	\$13,563.84	\$14,177.28
Valdez Expediting, Inc.	176.0	\$318.56	\$3,822.72	\$3,822.72		\$3,822.72	\$4,012.80	\$4,202.88	\$4,392.96
Valdez U-Drive	184.0	\$333.04	\$3,996.48	\$3,996.48		\$3,996.48	\$4,195.20	\$4,393.92	\$4,592.64
Vertical Solutions LLC	265.0	\$479.65	\$5,755.80	\$5,755.80		\$5,755.80	\$6,042.00	\$6,328.20	\$6,614.40
Vertical Solutions LLC	456.0	\$825.36	\$9,904.32	\$9,904.32		\$9,904.32	\$10,396.80	\$10,889.28	\$11,381.76
Wrangell Mountain Technical Services	10.0	\$18.10	\$0.00	\$162.90		\$217.20	\$228.00	\$238.80	\$249.60
<b>TOTAL ALL PROPERTY SUBLEASES</b>	<b>13,611.8</b>	<b>\$22,773.74</b>	<b>\$130,303.12</b>	<b>\$123,557.25</b>	<b>\$150,302.40</b>	<b>\$122,983.48</b>	<b>\$129,098.70</b>	<b>\$135,213.86</b>	<b>\$141,329.01</b>
<b>Vending Subleases:</b>									
<i>Kodiak Inn, Inc/Best Western Harbor Inn</i>	10.0	\$18.10	\$217.20	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Seed Media	30.0	\$54.30	\$651.60	\$651.60		\$651.60	\$684.00	\$716.40	\$748.80
<b>TOTAL ALL VENDING SUBLEASES</b>	<b>40.0</b>	<b>\$72.40</b>	<b>\$868.80</b>	<b>\$651.60</b>		<b>\$651.60</b>	<b>\$684.00</b>	<b>\$716.40</b>	<b>\$748.80</b>
<b>TOTAL ALL SUBLEASES</b>	<b>13,651.78</b>	<b>\$22,846.14</b>	<b>\$131,171.92</b>	<b>\$124,208.85</b>	<b>\$150,302.40</b>	<b>\$123,635.08</b>	<b>\$129,782.70</b>	<b>\$135,930.26</b>	<b>\$142,077.81</b>
<b>Interest Income</b>			<b>\$2,000.00</b>	<b>\$1,500.00</b>		<b>\$2,000.00</b>			
<b>Interest Charges on A/R and Ci</b>				<b>\$1,500.00</b>					
<b>TOTAL PROJECTED REVENUE</b>		<b>\$22,846.14</b>	<b>\$133,171.92</b>	<b>\$127,208.85</b>	<b>\$150,302.40</b>	<b>\$125,635.08</b>	<b>\$129,782.70</b>	<b>\$135,930.26</b>	<b>\$142,077.81</b>
<b>TOTAL PROJECTED EXPENSES*</b>			<b>\$321,183.00</b>	<b>\$321,183.00</b>		<b>\$321,183.00</b>	<b>\$333,994.50</b>	<b>\$333,994.50</b>	<b>\$333,994.50</b>
<b>Projected Transfer from General Fund</b>			<b>(\$188,011.08)</b>	<b>(\$193,974.15)</b>		<b>(\$195,547.92)</b>	<b>(\$204,211.80)</b>	<b>(\$198,064.24)</b>	<b>(\$191,916.69)</b>
<b>Projected Utility Expenses*</b>			<b>\$140,000.00</b>	<b>\$140,000.00</b>		<b>\$140,000.00</b>	<b>\$170,000.00</b>	<b>\$170,000.00</b>	<b>\$170,000.00</b>

Resolution No. 10-60 Rates - 2011 - \$1.64, 2012 - \$1.72, 2013 - \$1.81, 2014-2017 - \$1.81

\*2018 columns contain placeholder estimates based on 2017 projected expenses and utilities.

**VALDEZ PIONEER FIELD SUBLEASES**  
**Building Use Comparison**  
**August, 2017**

LESSEE	SQUARE FOOTAGE	POTENTIAL MONTHLY RENT	POTENTIAL ANNUAL RENT	2017 ANTICIPATED RENTAL REVENUE @ \$1.81/sq. ft.	AVIATION RENT	AVIATION SQ. FOOTAGE	NON- AVIATION RENT	NON- AVIATION SQ. FOOTAGE	2016 CITY USE OFFICES NOT BILLED	CITY SQ. FOOTAGE	UNCOLLECTED RENT FROM VACANT OFFICE SPACE	VACANT OFFICE SPACE SQ. FOOTAGE
City of Valdez Finance Dept.	1,778.0	\$3,218.18	\$38,618.16						\$12,872.72	1,778.0		
City of Valdez Fire Dept.	2,048.0	\$3,706.88	\$44,482.56						\$44,482.56	2,048.0		
City of Valdez Engineering Dept.	2,326.0	\$4,210.06	\$50,520.72						\$50,520.72	2,326.0		
City of Valdez Port Dept.	768.0	\$1,390.08	\$16,680.96						\$16,680.96	768.0		
Civil Air Patrol	1,029.6	\$1,863.58	\$22,362.96	\$1.00	\$1.00	1,029.6						
Dean Cummings' H2O Guides	615.0	\$1,113.15	\$13,357.80	\$13,357.80	\$13,357.80	615.0						
ERA Aviation, Inc./Ravn	2,912.0	\$5,270.72	\$63,248.64	\$63,248.64	\$63,248.64	2,912.0						
Federal Aviation Administration	21.2	\$38.33	\$459.96	\$459.96	\$459.96	21.2						
Federal Aviation Administration	271.0	\$490.51	\$5,886.12	\$5,886.12	\$5,886.12	271.0						
Jeff Johnson & Linda Brandenburg	184.0	\$333.04	\$3,996.48	\$3,996.48			\$3,996.48	184.0				
The Landing Lights	568.0	\$1,028.08	\$12,336.96	\$12,336.96			\$12,336.96	568.0				
Seed Media	30.0	\$54.30	\$651.60	\$651.60			\$651.60	30.0				
Valdez Expediting, Inc.	176.0	\$318.56	\$3,822.72	\$3,822.72			\$3,822.72	176.0				
Valdez U-Drive	184.0	\$333.04	\$3,996.48	\$3,996.48			\$3,996.48	184.0				
Vertical Solutions LLC	265.0	\$479.65	\$5,755.80	\$5,755.80	\$5,755.80	265.0						
Vertical Solutions LLC	456.0	\$825.36	\$9,904.32	\$9,904.32	\$9,904.32	456.0						
Wrangell Mountain Technical Services	10.0	\$18.10	\$217.20	\$217.20			\$217.20	10.0				
Vacant Office Space - Room 120	347.0	\$628.07	\$7,536.84								\$7,536.84	347.0
Vacant Office Space - Old Whitney Museum	6,000.0	\$10,860.00	\$130,320.00								\$130,320.00	6,000.0
<b>TOTAL ALL SUBLEASES</b>	<b>19,988.8</b>	<b>\$36,179.69</b>	<b>\$434,156.28</b>	<b>\$123,635.08</b>	<b>\$98,613.64</b>	<b>5,569.8</b>	<b>\$25,021.44</b>	<b>1,152.0</b>	<b>\$124,556.96</b>	<b>6,920.0</b>	<b>\$137,856.84</b>	<b>6,347.0</b>



CITY OF VALDEZ, ALASKA

RESOLUTION NO. 10-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING SUBLEASE RATES AT THE VALDEZ PIONEER FIELD AIRPORT TERMINAL BUILDING AND REPEALING RESOLUTIONS NO. 97-33 AND 98-10 FORMERLY NAMING SUBLEASE RATES

WHEREAS, the City of Valdez does own and operate the airport terminal; and,

WHEREAS, Resolution No. 97-33 adopted a lease rate of \$1.56 per square foot per month at the airport terminal; and,

WHEREAS, Resolution No. 98-10 amended Resolution No. 97-33 adding a daily rental rate of \$110.00 per day for subleases less than 30 days; and,

WHEREAS, Resolution No. 00-18 renamed the Valdez Airport to Valdez Pioneer Field; and,

WHEREAS, the monthly sublease rate has not been adjusted since 1997.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1: The sublease rate at the Valdez Pioneer Field airport terminal building shall be increased for the three year period of 2011, 2012, and 2013 in an amount not to exceed five percent (5%) per year.

Section 2: The sublease rate for 2011 shall be \$1.64 per square foot per month. The sublease rate for 2012 shall be \$1.72 per square foot per month. The sublease rate for 2013 shall be \$1.81 per square foot per month.

Section 3: A daily rental rate for an office shall be \$130.00 per day for subleases less than 30 days.

Section 4: This resolution shall become effective upon approval.

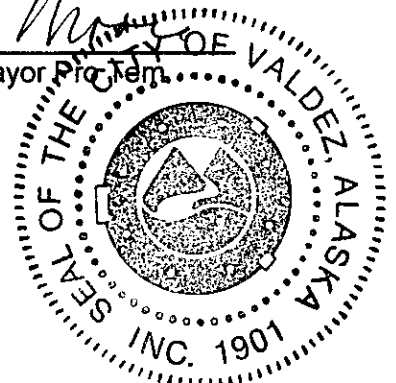
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 22<sup>nd</sup> day of November, 2010.

CITY OF VALDEZ, ALASKA

  
Dorothy M. Moore, Mayor Pro Tem

ATTEST:

  
Sheri L. Pierce, CMC/AEE, City Clerk



CITY OF VALDEZ, ALASKA

RESOLUTION #17-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 CITY BUDGET BY REALLOCATING \$2,321,325 OF PREVIOUSLY APPROPRIATED FUNDS AND APPROPRIATING \$257,577 FROM AUDITED 2016 CARRY-FORWARD FUNDS, TO REFLECT REVISED REVENUE-CAP ESTIMATES AND OTHER OPERATIONAL CHANGES

WHEREAS, adopted City Budgets establish appropriations which reflect best-estimates of revenues, expenses, and transfers; and

WHEREAS, interdepartmental transfers and increases to appropriations require formal Council approval via Resolution; and

WHEREAS, audited actual 2016 figures reflect \$4.6MM in combined actual revenues above budgeted revenues, and actual expenses below budgeted expenses; and

WHEREAS, staff has identified numerous revisions to the 2017 city budget for council consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2017 city budget is revised according to the schedule detailed in ***Attachment A***.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5th day of September, 2017.

CITY OF VALDEZ, ALASKA

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Ruth E. Knight, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

<b>fund</b>	<b>dept</b>	<b>code</b>	<b>Department</b>	<b>Account</b>	<b>amount</b>	<b>notes</b>
001	0000	30001	General Fund	Carry Forward (Budget Only)	257,577	appropriation from 2016 funds carried-forward to 2017 to reconcile and balance all requests
001	0050	49130	Interfund Transfer	Transfer to Debt Service Fund	(2,218,167)	Staff anticipates that City will not have over-cap revenues, less DEC loan repayment
001	0050	49125	Interfund Transfer	Transfer to Capital Facility	486,243	Transfers for all "310" accounts
001	0050	49140	Interfund Transfer	Transfer to Reserve Fund	1,561,190	Transfers for all "350" accounts
001	0050	49106	Interfund Transfer	Transfer to Port Fund	46,432	Transfers for all "401" accounts
001	0700	48600	Valdez Arts Council	Contributions-Vdz Arts Council	15,000	Item was included in Department but mistakenly excluded from Budget totals
001	4200	44230	Building Maintenance	Janitorial Services	17,904	To cover CapFacil and Finance department janitorial costs at airport; costs are removed from Airport budget
001	5100	41100	Administration	Salaries and Wages	152,256	Department will be over-budget from prior City Manager severance
001	5100	46200	Administration	Heating	12,000	To cover CapFacil and Finance department utility costs at airport; costs are removed from Airport budget
001	5100	46220	Administration	Electricity	10,000	To cover CapFacil and Finance department utility costs at airport; costs are removed from Airport budget
001	5200	43400	Finance	Contractual Services	69,000	Four months additional fund manager services, plus \$15K requested for Health Plan consultation and possible RFQ
001	5350	41150	City Clerk	Temporary Wages	16,000	Temp wages needed for unforeseen medical leave
001	5350	41300	City Clerk	Benefits	1,600	Benefits (FICA) for additional temp staff
001	5400	41100	Economic Development	Salaries and Wages	88,119	Item was included in Department but mistakenly excluded from Budget totals
205	0050	39100	Interfund Transfer	Transfer from General Fund	2,218,167	Staff anticipates that City will not have over-cap revenues, less DEC loan repayment
205	2050	47110	Debt Service	Principal	25,876	DEC loan repayment beginning 2017
205	2050	47120	Debt Service	Interest	15,957	DEC loan repayment beginning 2017
310	0050	39100	Interfund Transfer	Transfer from General Fund	(486,243)	Transfers for all "310" accounts
310	0050	49140	Interfund Transfer	Transfer to Reserve Fund	56,325	Transfer for Lowe River Freeboard
310	0200	58200	Capital Projects	Project Contingency	150,000	Replenish funds used for Aug 15 resolution for Leave Liability Reserve
310	0200	58200	Capital Projects	Project Contingency	76,515	Replenish funds used for resolution 17-17 for Middle school emergency communications
310	0200	58200	Capital Projects	Project Contingency	2,306	Replenish funds used for Aug 15 resolution for Airport lease increase
310	8060	58000	Capital Projects	Flood Mitigation Project	(61,325)	Source funding for Lowe River Kicker Dike and Lowe River Freeboard
310	8064	55000	Capital Projects	South Lowe River Kicker Dike	5,000	Allocation/assignment of flood mitigation funds
310	9591	58000	Capital Projects	Valdez City Schools Cameras	257,422	Reimbursement for School security cameras, per Council discussion in 2016

<b>fund</b>	<b>dept</b>	<b>code</b>	<b>Department</b>	<b>Account</b>	<b>amount</b>	<b>notes</b>
			Interfund	Transfer from		
350	0050	39100	Transfer	general Fund	(1,561,190)	Transfers for all "350" accounts
			Interfund	Transfer from		
350	0050	39125	Reserve Fund	Capital Facility	(56,325)	Transfer for Lowe River Freeboard
350	0202	55000	Reserve Fund	Council	70,059	Replenish funds used for budget resolution to fund college dual-credit program
350	0318	58000	Reserve Fund	Harbor Major		Replenish funds taken via Resolution 15-42 to fully fund New Boat Harbor
350	0319	58000	Reserve Fund	Maint & Replace	1,359,144	Projects Planning
350	0319	58000	Reserve Fund	Reserve	131,987	Replenish funds used via Resolution 17-29 to fund Kimley Horn contract
350	0750	55000	Reserve Fund	Lowe River	56,325	Freeboard
350	0750	55000	Reserve Fund	Freeboard	56,325	Activity 404; Lowe River Freeboard
			Interfund	Transfer from		
401	0050	39100	Transfer	General Fund	(46,432)	Transfers for all "401" accounts
401	4500	41100	Port Dept.	Salaries and Wages	4,000	New maint mgr negotiated higher than budgeted rate; employee raise
401	4500	41150	Port Dept.	Temporary Wages	3,450	Events costs; suspension of FTE required temp worker
401	4500	46120	Port Dept.	Operating Supplies	1,125	unbudgeted IT expense
401	4500	46200	Port Dept.	Heating	2,800	higher than normal use due to thermostat malfunction
401	4500	46700	Port Dept.	Parts & Supplies for Equipment	57	innacurate estimate of needed purchase
401	4500	41200	Port Dept.	Overtime	25,000	Additional OT needed to cover staff for two ammo dumps
401	5700	45200	Insurance Dept	Insurance	10,000	Additional funds needed to reflect policy renewal above anticipated budget

## 2016 Expenses under-budget by category

name	Sum of carry forward
Contractual Services	954,476
Benefits	607,969
Salaries and Wages	587,628
Professional Fees & Services	471,901
Heating	273,717
Rural Snow Removal	234,719
Temporary Wages	165,606
Travel & Transportation	95,581
Electricity	93,711
Professional Fees: Gas Line De	86,538
Operating Supplies	76,804
Vehicle & Equipment Fuels	71,109
Contingencies	71,029
Training	60,537
Overtime	41,594
Office/Capital Expense	41,356
Insurance	38,441
Contributions	35,000
Communications/Postage	26,820
Advertising & Promotion	26,353
Miscellaneous Supplies	18,670
Misc Events	13,331
Other Capital Equipment	13,249
Reproduction & Copying	12,405
Janitorial Services	11,396
Dues & Subscriptions	10,778
Street Lights	8,229
Office Supplies	7,606
Wellness Program	7,500
Contributions- Connecting Ties	7,000
Clothing	5,861
Equipment Rental	5,051
Contingency	5,000
Records Management	4,756
Concessions	4,393
Misc Supplies	3,420
Parts & Supplies for Equipment	3,165
Permits	2,666

## 2016 Expenses under-budget by category

name	Sum of carry forward
Elections	1,338
Capital Equipment	1,161
Public Awareness	896
Equipment Rental	711
Data Processing	671
Printing	518
Travel/Transportation	378
Building & Grounds Maintenance	303
Advertising & Promotion	300
Vehicle Maintenance	241
Teen Council Expense	150
Volunteer Services	146
Movie Rental & Freight	96
Office Capital Expense	68
Levitation 49	25
Contributions-Vdz Arts Council	-
Unreimbursed Grant Expense	-
Transfer to Utility Fund	-
TAPS Settlement Payment	-
Contributions-AVV	-
Contributions-VSC	-
Transfer to Reserve Fund	-
Transfer to VHIA	-
Contributions-Vdz Museum	-
Contributions - VFDA	-
Avalanche Center Contribution	-
Transfer to Airport Fund	-
Valdez Imagination Library	-
Transfer to Capital Facility	-
Contributions-Food Bank	-
Transfer to Debt Service Fund	-
Contributions-PWSCC	-
Contributions-VCVB	-
Transfer to Port Fund	-
Insurance Contingencies	(222)
<b>Grand Total</b>	<b>4,212,142</b>

## 2016 Revenue Carry-Forward

Negative numbers represent over-budget

Row Labels	Sum of Carry Forward
Reimbursements of Expenditures	(483,855)
PERS Legislative Relief	(386,905)
National Forest Receipts	(132,631)
Jail Grant	(54,749)
Hotel & Motel Tax	(51,549)
Solid Waste Revenue	(49,619)
Other Misc Revenue	(48,054)
PILT - Federal	(32,147)
Penalty & Interest on Delinque	(27,996)
Civic Center Concessions	(17,103)
Revenue/Expense Clearing	(13,112)
Property Rentals	(12,350)
Hotel & Motel Tax Penalty & In	(8,821)
Civic Center Movies	(8,754)
Animal Boarding	(7,965)
Telephone & Electric Coop Tax	(5,095)
Liquor Licenses	(5,050)
PILT - North Pacific Rim Housi	(4,856)
Dumpsters	(4,806)
Vehicle Inspection Fee	(4,000)
Alison Point Camping Fees	(3,535)
Real Property Taxes - Current	(3,089)
Park & Recreation Revenue	(2,325)
Teen Center Rentals	(2,077)
Recovery of Written Off Accoun	(1,399)
Misc Sales	(1,200)
Animal Control Donations/ Misc	(1,160)
PILT - Alaska Housing Finance	(975)
Police Fingerprint/Pictures	(855)
Animal Cremations	(795)
Fuel	(782)
Interest Charges on A/R and Ci	(614)
Port Refuse VCT Domestic	(480)
Parks & Rec - Rental Fees	(360)
Fire Misc Training Revenue	(340)
State Revenue Sharing Program	(232)
Building Permits	(227)
Harbor Residential Surcharge	(218)
Library Grant	(210)
Animal Fines/Impounds	(155)

## 2016 Revenue Carry-Forward

Negative numbers represent over-budget

Row Labels	Sum of Carry Forward
Other Licenses	(135)
Police Donations	(100)
Animal Maintenance Fees	(75)
Police Process Service	(75)
Gravel Sales	(29)
911 Surcharge	(11)
City Business Licenses	(10)
Ordinance Violations	(2)
Bremner Street Assessments	-
Library Consortium Grant	-
Transfer From Permanent Fund	-
Library Donations	-
Inmate Medical Payments	-
Police Grant	-
Sale of Equipment	10
Animal Licenses	40
Copy Sales (BlueLine Only)	44
Police Misc Revenue	97
Animal Adoption Fees	120
Library Sales	125
Cash Over/Short	139
Litter Prevention Grant (ALPAR	200
Library Fines	733
Recycling	780
Equipment Rental	1,000
Teen Council Revenue	1,000
Pool Revenue	1,588
Ski Hill Revenue	1,640
Teen Center Snak Bar/Vending	2,223
Ambulance Service	7,213
Civic Center Catering	8,461
Civic Center Rental Fees	24,537
PVMC Reserve Transfer	35,000
Interest Income TAPS Sup 07-09	160,807
TAPS 06 Revenue	162,824
Interest Income	289,665
<b>Grand Total</b>	<b>(682,639)</b>



CITY OF VALDEZ, ALASKA

RESOLUTION NO. 17-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AUTHORIZING THE PURCHASE AND SALE AGREEMENT WITH GAVORA INC. FOR LOT 2, ADDITION #5, SLEEPY HOLLOW SUBDIVISION IN THE AMOUNT OF \$975,000.00

WHEREAS, the City Council authorized the city manager to negotiate the sale and purchase agreement for approximately 14.86 acres describes as Lot 2, Addition #5, Sleepy Hollow Subdivision; and

WHEREAS, a purchase and sale agreement has been agreed upon and fully executed by the seller Gavora, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. The city council authorizes the purchase and accepts the terms of the sale agreement between the City and Gavora, Inc. in the amount of \$975,000.

Section 2. The city council has established that the primary use for the property is to construct a new fire station on a portion of the land.

Section 3. The city council shall establish a development plan for the remaining parcel of land not used for the purpose of construction of the fire station.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5<sup>th</sup> day of September, 2017.

CITY OF VALDEZ, ALASKA

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Ruth E. Knight, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of September 6, 2017, by and between, Gavora, Inc., an Alaska Corporation, Candace Waugaman, Edward Waugaman, Lyn Colledge, Suzanne Waugaman, and Debra Curnow (collectively "Seller"), and the City of Valdez, a home-rule municipality organized under the laws of the State of Alaska ("Buyer"). Seller and Buyer are sometimes hereinafter referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

1. Sale/Purchase of Property. Seller owns certain real property comprised of approximately 14.86 acres and described as follows:

Lot 2 Addition #5, Sleepy Hollow Subdivision, according to Plat #2001-1, records of the Valdez Recording District, Third Judicial District, State of Alaska.

Such property, including the land, all appurtenant rights, privileges, and easements is collectively referred to as the "Property." According and subject to all the provisions of this Agreement, Seller agrees to sell and Buyer agrees to buy the Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price") is Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00), to be paid as follows:

2.1 Within five (5) business days after the execution of this Agreement, Buyer shall deposit with the Escrow Holder (as defined below) earnest money in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Deposit"). The Deposit shall be nonrefundable to Buyer unless (a) a condition precedent to Buyer's obligation to purchase does not occur, (b) Seller defaults under the terms of this Agreement, (c) Seller fails to satisfy the Legal Access Condition as provided for below, or (d) as otherwise expressly provided below, in which event the Deposit shall be returned to Buyer. At the closing of the transaction contemplated by this Agreement ("Closing"), the Deposit shall be paid to Seller and applied to the Purchase Price.

2.2 At or before Closing, Buyer shall deposit with the Escrow Holder the remainder of the Purchase Price in immediately available funds, which shall be paid to Seller at Closing.

1. Title. Seller represents and warrants that Seller has a good and marketable title to the Property and has entered into no other agreements for the sale, option, or lease of the Property. Seller shall not permit liens or encumbrances to be filed against the Property after the date of this Agreement, which will survive the Closing. Prior to the expiration of the Due Diligence Period, as defined herein, Buyer shall obtain a title commitment from the Escrow Holder ("Title Commitment") and, at Buyer's sole option, Buyer shall obtain a survey ("Survey") of the Property. Prior to the expiration of the Due Diligence Period, Buyer shall deliver to Seller in writing such objections ("Title Objections") as Buyer may have to the Title Commitment and the Survey or to other documents referred to therein (collectively, "Title



Matters"). Any Title Matters to which Buyer does not timely object shall be deemed approved by Buyer and shall constitute a "Permitted Exception." Seller shall have the right, but not the obligation, to attempt to cure any Title Objection for a period of fifteen (15) days ("Cure Period") following receipt by Seller of the Title Objections. Prior to the expiration of the Cure Period, Seller shall send written notice ("Seller's Cure Notice") to Buyer of which Title Objections Seller elects to cure or declines to cure. In the event Seller fails or declines to cure such a Title Objection within such Cure Period, then, and in such event, Buyer may (a) waive such Title Objections and proceed to Closing (in which case such title exceptions shall become Permitted Exceptions) provided, however, in such event Buyer shall have the right to reduce the Purchase Price in an amount equal to any amounts expended by Buyer to remove monetary liens and monetary encumbrances as title exceptions, or (b) terminate this Agreement and receive a refund of the Deposit.

2. Due Diligence Period. As a condition to Closing, Buyer, at Buyer's expense, must have determined the Property to be in all respects suitable for Buyer's intended purposes. Seller hereby grants to Buyer, its agents and employees, the right and license to go onto the Property for the purpose of conducting due diligence, including, without limitation, surveys, environmental and engineering studies, physical tests, inspections, evaluations, and sampling, which Buyer may require in its assessment and inspection of the Property. Seller shall furnish Buyer with copies of any existing surveys, soil tests, and environmental reports in Seller's possession. Buyer shall have sixty (60) days after the full execution of this Agreement ("Due Diligence Period") to terminate this Agreement by written notice to Seller based on Buyer's determination, in its sole discretion, that the Property is not suitable. The Parties may extend the Due Diligence Period by letter agreement to a mutually acceptable date. Buyer agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Buyer's investigations or testing at Buyer's expense. Buyer also agrees to indemnify and hold Seller harmless from all costs, expenses, and liabilities arising out of Buyer's negligence, willful misconduct or that of its employees, agents, consultants, or contractors in performing its evaluation of the Property, except that Buyer shall have no responsibility to Seller and Seller hereby releases Buyer and agrees to indemnify and hold Buyer harmless from all costs, expenses, and liabilities arising in connection with environmental conditions, Hazardous Materials, Releases, underground structures, or utilities that were actually known to but not disclosed to Buyer as provided in this Agreement. Soil, rock, water, asbestos, and other samples taken from the Property shall remain the property of Seller. Buyer will make arrangements for the lawful disposal of any contaminated samples and will pay any related transportation of disposal fees, and Seller shall sign the manifest and any other documents required in connection with the disposal of contaminated samples.

3. Environmental.

3.1 Seller Disclosures. Within five (5) business days of the last execution of this Agreement, Seller shall inform Buyer of any Hazardous Materials, Release, or of any underground structures or utilities, which are actually known to be present on the Property, and Seller shall deliver to Buyer any documentation Seller has within Seller's possession or control regarding such conditions, structures, or utilities (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits, or tank registrations). Seller shall immediately notify Buyer in writing of any Release, as defined hereinafter, or change to any



environmental information previously given by Seller to Buyer; and Seller understands that Buyer needs this information in order to properly evaluate the Property to avoid damaging underground structures and utilities and to avoid causing, contributing to, or exacerbating the Release of Hazardous Materials in the course of its investigations.

3.2 Seller's Representations and Warranties. The Property is sold as is, where is. Seller represents and warrants to Buyer as of the date of this Agreement and at Closing that to the best of Seller's actual knowledge (a) the Property is free from contamination by Hazardous Materials and the activities conducted on the Property do not pose any significant hazard to human health or the environment and do not violate any Environmental Laws; (b) there has been no generation, treatment, or storage of any Hazardous Materials at the Property, except as disclosed in writing by Seller to Buyer; (c) there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers, or other facilities that held Hazardous Materials on the Property; (d) there is no treatment, storage, or Release of Hazardous Materials on land adjacent to the Property that may constitute a risk of contamination of the Property, surface or ground water flowing to the Property; and (e) there has been no inspection, audit, inquiry, investigation, notice, or warning thereof by any Governmental Authority regarding the presence or discharge of Hazardous Materials on the Property.

### 3.3 Definitions.

A. "Environmental Laws" shall mean any federal, state, local statute, regulation, or ordinance, or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated, or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions, or wells.

B. "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste, or other substance which is defined, determined, or identified as hazardous or toxic under any Environmental Law, including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials, and any items defined as hazardous, special, or toxic materials, substances, or waste. Without limiting the generality of the foregoing, the term shall mean and include "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation, and Liabilities Act ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended and regulations promulgated thereunder; "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended and regulations promulgated thereunder; Materials as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended and regulations promulgated thereunder; and "Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended and regulations promulgated thereunder.

C. "Governmental Authorities" means the United States, the State of Alaska, and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, borough, county, district, municipal, city, or otherwise) whether now or hereafter in existence.

D. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing of Hazardous Materials into the environment.

#### 4. Escrow and Closing Matters.

4.1 Escrow Holder. Promptly following the execution of this Agreement, Buyer shall open an escrow with First American Title Insurance Company, 3035 C Street, Anchorage, AK 99503 (the "Escrow Holder"). A copy of this Agreement shall be provided to the Escrow Holder to advise the Escrow Holder of the terms and conditions hereof. Escrow Holder shall conduct the Closing pursuant to the escrow instructions of the Parties, which shall be consistent herewith.

4.2 Closing. The Closing shall take place within five (5) days after the expiration of the Due Diligence Period. Prior to Closing, Seller shall deliver a statutory warranty deed to Buyer, which shall be subject to Buyer's prior written approval ("Deed"). At Closing, Seller shall convey title to the Property to Buyer by the Deed subject only to the Permitted Exceptions and shall deliver sole and exclusive possession to Buyer.

4.3 Costs. All Closing and escrow costs shall be paid by Buyer, including any unpaid 2017 real property taxes on the Property, the premium for a standard owner's policy of title insurance and endorsements required by Buyer, Escrow Holder fees, and recording fees. The Parties agree to execute a settlement statement prepared by the Escrow Holder that reflects payment of such costs. Each Party shall bear its own attorneys' fees and costs associated with the negotiation of this Agreement and Closing.

4.4 Other Documents. At Closing, Seller agrees to execute and deliver (a) a certification of nonforeign status pursuant to Section 1445 of the Internal Revenue Code, and (b) customary owner's affidavits and indemnification agreements with respect to mechanics' liens, leasehold interests, and other matters in favor of the Escrow Holder as the Escrow Holder shall reasonably require if Buyer requests the issuance of the extended ALTA title Policy.

5. Seller's Representations and Warranties. Seller represents and warrants (and will indemnify, defend, and hold Buyer harmless for claims arising out of breach of such representations and warranties) that at Closing (a) Seller has the power and authority to enter into this Agreement; (b) the execution of this Agreement and consummation of the transaction contemplated by this Agreement is not in violation of any contract, agreement, order, or judgment of any nature by which Seller is bound; (c) there is no action, suit, or proceeding pending or threatened against Seller affecting the Property; (d) there are no assessments against the Property that are unpaid; (e) there is no dispute involving the location of lines or corners of



the Property; and (f) there are no encroachments against the Property. Until the Closing, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.

6. Buyer's Representations. Buyer represents and warrants (and will indemnify, defend, and hold Seller harmless for claims arising out of breach of such representations and warranties) that Buyer has the power and authority to enter into this Agreement, and the execution of this Agreement and consummation of the transaction contemplated by this Agreement is not in violation of any contract, agreement, order, or judgment of any nature by which Buyer is bound.

7. Default.

7.1 Seller's Default. If the sale and purchase of the Property is not consummated on account of Seller's default or failure to perform hereunder, Buyer may exercise any rights or remedies available to Buyer at law or in equity, which shall include that of specific performance, however any monetary damages sought by Buyer shall be limited to Buyer's actual out of pocket loss incurred.

7.2 Buyer's Default. If the sale and purchase of the premises contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit as full and complete liquidated damages for such default of Buyer. The Parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer as to any claims, injury, or loss arising from or in connection with this Agreement (a) for specific performance of this Agreement, or (b) to recover actual damages in excess of the Deposit.

Buyer's Initials \_\_\_\_\_

Seller's Initials  \_\_\_\_\_

8. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission and addressed to each Party at its addresses as set forth below. A courtesy copy of any such notice, request, or other communication shall also be provided via electronic mail at the addresses set forth below.

To Buyer:

Elke Doom, City Manager  
City of Valdez  
P.O. Box 307  
212 Chenega Avenue  
Valdez, AK 99686  
Facsimile: (907) 834-3420  
Email: [edoom@ci.valdez.ak.us](mailto:edoom@ci.valdez.ak.us)

With a copies to: Anthony S. Guerriero  
Brena, Bell, & Clarkson, P.C.  
810 N Street, Suite 100  
Anchorage, AK 99501  
Facsimile: (907) 258-2001  
Email: [aguerriero@brenalaw.com](mailto:aguerriero@brenalaw.com)

To Seller: C/O Rudy Gavora  
GAVORA, INC.  
P.O. Box 70021  
Fairbanks, AK 99701  
Facsimile: Shirley. gavora@gei.net  
Email: gavora@gei.net fax: 907-452-7523

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery, upon deposit in the United States mail, or with an overnight courier as provided above. In the case of facsimile transmission, the notice shall be deemed to be effective upon confirmation of receipt of the facsimile transmission, provided that such notice is also hand delivered, sent by overnight carrier, or through the U.S. Mail on the day the facsimile notice is given. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any notice, request, or other communication by a Party may be given or delivered by counsel to such Party. By giving at least five (5) days' prior written notice thereof, either Party may from time to time, at any time, change its mailing address hereunder.

9. Miscellaneous.

9.1 Commissions. Neither Seller nor Buyer has engaged the services of a real estate broker or agent, therefore no real estate commissions shall be due or payable as a result of the consummation of the transaction contemplated under this Agreement.

9.2 Damage or Destruction; Condemnation. All risk of loss to the Property, including physical damage or destruction, shall be borne by Seller until Closing. In the event of material damage or destruction of the Property or condemnation or threat of condemnation of all or a portion of the Property, Buyer may elect to terminate this Agreement, in which event the Deposit shall be returned to Buyer. If Buyer elects to close, all such insurance proceeds or condemnation awards attributable to the Property shall be conveyed to Buyer at Closing.

9.3 Authorization. The undersigned officers of Seller and Buyer hereby represent and warrant that all actions necessary to be taken by their respective organizations have been completed, that they are authorized to enter into this Agreement, and that no additional action will be necessary to make this Agreement legally binding upon such officer's organization.



9.4 Business Days. If the time period by which any right, option, or election provided under this Agreement must be exercised, by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

9.5 Binding Effect. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors, transferees, and assigns of the Parties.

9.6 Interpretation. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and may only be modified by a subsequent writing duly executed by both Parties. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Seller or Buyer.

9.7 Attorneys' Fees. In the event a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover actual attorneys' fees and costs from the other Party to be fixed by the court in the same action.

9.8 Survival. The provisions of Paragraphs 3, 5, 9, 10, and 11, and the indemnity agreements contained in this Agreement shall survive any expiration or termination of this Agreement and shall not merge into any deed delivered and accepted upon the Closing of the transaction herein contemplated.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. A signed PDF copy this Agreement shall be the same as an original.

9.10 Governing Law/Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Alaska, and the forum for any legal action arising under this Agreement shall be in the Third Judicial District for the State of Alaska in Valdez, Alaska.

9.11 Time of Essence. Time is of the essence to this Agreement.

9.12 1031 Exchange. Each Party shall be entitled to utilize the Property in an exchange under Section 1031 of the Internal Revenue Code. Each Party, upon request of the other Party, agrees to reasonably cooperate, without expense to the cooperating Party, in such an exchange transaction by the other Party.

(Signature page follows.)



IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written. The execution of this Agreement by Buyer and submission to Seller shall be considered an offer to purchase the Property

**BUYER**

CITY OF VALDEZ

By: \_\_\_\_\_  
Ruth Knight, Mayor

\_\_\_\_\_  
Date


ATTEST:

\_\_\_\_\_  
Sheri L. Pierce, City Clerk

\_\_\_\_\_  
Date

**SELLER**

GAVORA, INC.

By:   
V. Paul Gavora, President

8/22/17  
Date

\_\_\_\_\_  
CANDACE WAUGAMAN

\_\_\_\_\_  
Date

\_\_\_\_\_  
EDWARD WAUGAMAN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edward Waugaman as Attorney-In-Fact for  
LYN COLLEDGE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edward Waugaman as Attorney-In-Fact for  
SUZANNE WAUGAMAN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edward Waugaman as Attorney-In-Fact for  
DEBRA CURNOW

\_\_\_\_\_  
Date

Approved as to Form:  
Brena, Bell, & Clarkson, P.C.  
City Attorney for Buyer

By \_\_\_\_\_  
Anthony S. Guerriero

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written. The execution of this Agreement by Buyer and submission to Seller shall be considered an offer to purchase the Property

**BUYER**

CITY OF VALDEZ

By: \_\_\_\_\_  
Ruth Knight, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sheri L. Pierce, City Clerk

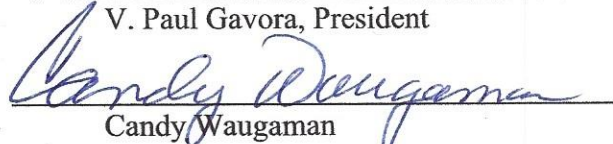
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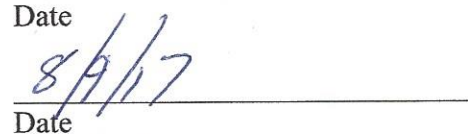
**SELLER**


GAVORA, INC.,

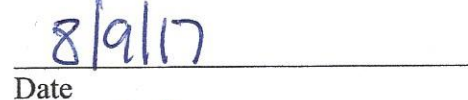
By: \_\_\_\_\_  
V. Paul Gavora, President

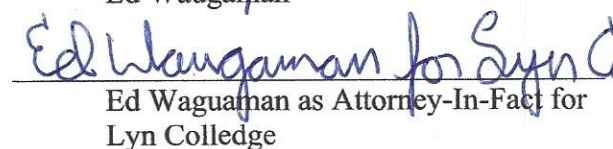
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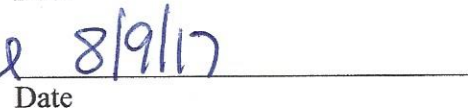
  
Candy Waugaman

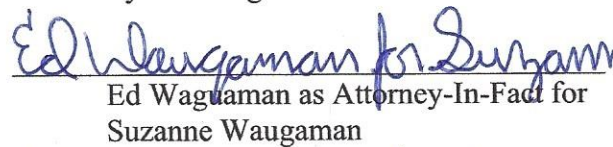
  
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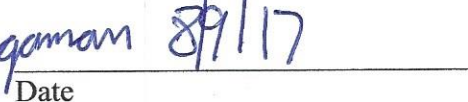
  
Ed Waugaman

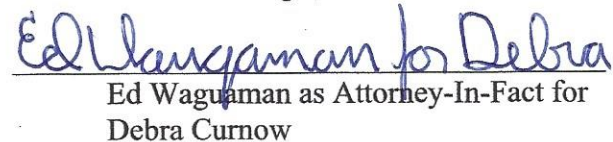
  
Date 8/9/17

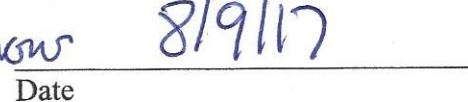
  
Ed Waguaman as Attorney-In-Fact for  
Lyn Colledge

  
Date 8/9/17

  
Ed Waguaman as Attorney-In-Fact for  
Suzanne Waugaman

  
Date 8/9/17

  
Ed Waguaman as Attorney-In-Fact for  
Debra Curnow

  
Date 8/9/17

Approved as to Form:  
Brena, Bell, & Clarkson, P.C.  
City Attorney for Buyer

By \_\_\_\_\_  
Anthony S. Guerriero

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2015-000577-0

Recording Dist: 318 - Valdez  
11/2/2015 01:22 PM Pages: 1 of 2



002015-008

# **SPECIAL POWER OF ATTORNEY**

\* P.O. Box 80589, Fairbanks, AK 99708  
KNOW ALL MEN BY THESE PRESENTS, that I, **SUZANNE WAUGAMAN**,  
**LINDA S[SANFORD] COLLEDGE AND DEBRA WAUGAMAN CURNOW**, have made,  
constituted, and appointed, and by these presents, do make, constitute and appoint **EDWARD**  
**MORTON WAUGAMAN**, my/our true and lawful attorney for me and in my/our name, place  
and stead, and for my/our use and benefit to do any and every act and exercise any and every  
power that I might or could do if personally present, or exercise through any other person that  
he/she/they shall deem proper or advisable, insofar as such action is or may relate to real  
property located in the City of **VALDEZ**, State of **ALASKA**, described as:

\*\* 3.8 Mile Spur Road, Healy, AK 99743

**LOT TWO[2], OF THE SLEEPY HOLLOW SUBDIVISION, Addition NUMBER**  
**FIVE[5] according to the Plat filed February 5, 2001, as Plat # 2001-1,**  
**Records of the Valdez Recording District, Third Judicial District, State of**  
**Alaska:**

**SUBJECT TO:** This instrument shall expire UPON SALE <sup>OF SUBJECT PROPERTY</sup> 20, unless  
earlier revoked.

Together with any interest therein and/or building(s) thereon including, but not limited to, the  
power to contract for the purchase or sale of, to purchase or sell, to convey and warrant title  
thereto, to take possession thereof and of evidence of title thereto, to lease the same for any  
term or purpose, to mortgage, transfer in trust, or otherwise encumber or hypothecate the  
same, to secure payment of a negotiable or non-negotiable note or performance of any  
obligation or agreement hereby ratifying and confirming whatsoever my/our said attorney shall  
or may do by virtue hereof in the premises, and I/we agree and represent to those dealing with  
my/our said attorney that this Power of Attorney may be voluntarily revoked alone by  
revocation given the same general distribution as this original Power of Attorney.

  
**SUZANNE WAUGAMAN** (seal)

State of Alaska  
NOTARY PUBLIC  
Angela M. Jager  
My Commission Expires 7/4/2017

  
**LINDA S[SANFORD] COLLEDGE** (seal)

  
**DEBRA WAUGAMAN CURNOW** (seal)

After Recording, return to  
Candy Waugaman  
PO Box 80589  
Fairbanks, AK 99708



STATE OF ALASKA }  
 } SS:  
4<sup>TH</sup> JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on this day 26<sup>th</sup> of, October 2015, before me the undersigned Notary Public, personally appeared **SUZANNE WAUGAMAN**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

*State of Alaska*  
**NOTARY PUBLIC**  
Angela M. Jager  
My Commission Expires 7/4/2017

Angela M. Jager  
Notary Public in and for ALASKA  
My commission expires: 7/4/2017

STATE OF ALASKA }  
 } SS:  
4<sup>TH</sup> JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on this day 26<sup>th</sup> of, October 2015, before me the undersigned Notary Public, personally appeared **LINDA S[ANFORD] COLLEDGE**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

*State of Alaska*  
**NOTARY PUBLIC**  
Angela M. Jager  
My Commission Expires 7/4/2017

Angela M. Jager  
Notary Public in and for ALASKA  
My commission expires: 7/4/2017

STATE OF ALASKA }  
 } SS:  
4<sup>TH</sup> JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on this day 26<sup>th</sup> of, October 2015, before me the undersigned Notary Public, personally appeared **DEBRA WAUGAMAN CURNOW**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

*State of Alaska*  
**NOTARY PUBLIC**  
Angela M. Jager  
My Commission Expires 7/4/2017

Angela M. Jager  
Notary Public in and for ALASKA  
My commission expires: 7/4/2017

THIS INSTRUMENT IS BEING RECORDED BY  
YUKON TITLE COMPANY, INC.  
AS AN ACCOMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO  
ITS EFFECT, IF ANY, ON THE TITLE  
OF THE ESTATE HEREIN.



2010-000991-0

Recording Dist: 318 - Valdez

12/30/2010 11:20 AM Pages: 1 of 2

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## STATUTORY QUITCLAIM DEED

THIS INDENTURE, made and given this 23<sup>rd</sup> day of December, 2010, by and between:

WAUGAMAN PROPERTIES LLC, an Alaska limited liability company, now  
of 1029 Lathrop Street, Fairbanks, Alaska 99701, hereinafter known as "Grantor",

and

SUZANNE WAUGAMAN, of P.O. Box 61033, Fairbanks, AK 99706;  
LINDA S. (SANFORD) COLLEDGE, of 2950 Van Horn Road, Fairbanks, AK 99701;  
DEBRA WAUGAMAN CURNOW, of P.O. Box 73911, Fairbanks, AK 99707; and  
EDWARD MORTON WAUGAMAN, of P.O. Box 78, Healy, AK 99743;  
taking as equal tenants in common, hereinafter known as "Grantees".

### WITNESSETH:

That the Grantor, in consideration of and pursuant to the winding up of the affairs of the Grantor company, the distribution of its net assets, and its dissolution, and pursuant to agreement among the members of the Grantor company, hereby conveys and quitclaims unto the Grantees, all interest of the Grantor in and to the following described real estate located in the Valdez Recording District, Third Judicial District, State of Alaska, namely:

Lot Two (2) of the SLEEPY HOLLOW ADDITION NO. FIVE (5), according to Plat No. 2001-1 filed February 5, 2001, Records of the Valdez Recording District, Third Judicial District, State of Alaska; the same comprising 647,998 square feet, more or less.

IN WITNESS WHEREOF, the Grantor has executed these presents.

WAUGAMAN PROPERTIES, LLC - Grantor

By

William Ira Waugaman, Jr.

Its Chairman & Managing Member

By

Tonsina W. Colasacco

Tonsina Waugaman Colasacco  
Its Secretary

STATE OF ALASKA )

FOURTH JUDICIAL DISTRICT )

The foregoing Statutory Quitclaim Deed was acknowledged before me by this 23<sup>rd</sup> day of December, 2010, by WILLIAM IRA WAUGAMAN, JR., as chairman and managing member, and by TONSINA WAUGAMAN COLASACCO, as secretary, of WAUGAMAN PROPERTIES LLC, an Alaska limited liability company, on behalf of said company.



*Eugene R. Belland*

Notary Public in and for Alaska

My commission expires July 7, 2011.

**Return to:**

Eugene R. Belland  
Attorney-at-Law  
709 Fifth Avenue  
Fairbanks, AK 99701  
(907) 456-5444





Document Year: 2015 Number: 000577 Suf: 0	District: <u>318 - VALDEZ</u>
Date Recorded: 11/02/2015 Time: 01:22PM Pages: 2	
Index: PA - POWER OF ATTORNEY	
Desc: SPECIAL POWER OF ATTORNEY <b>DEED</b>	
Grantor - WAUGAMAN SUZANNE	
Grantor - COLLEDGE LINDA S	
Grantor - COLLEDGE LINDA SANFORD	
Grantee - WAUGAMAN EDWARD MORTON	
Grantor - SANFORD COLLEDGE LINDA	
Grantor - CURNOW DEBRA WAUGAMAN	
Location: Lot: 2	Plat: <u>2001-1</u>
Comments: ERECORDED DOCUMENT	

452-6422  
 Shirley Glauco

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 17-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 CITY BUDGET BY ACCEPTING A GRANT FROM THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IN THE AMOUNT OF \$11,800 AND INCREASING THE APPROPRIATION FOR THE LOCAL EMERGENCY PLANNING COMMITTEE AND AUTHORIZING EXPENDITURE

WHEREAS, the Alaska Division of Homeland Security and Emergency Management has awarded a grant to the City of Valdez through the Local Emergency Planning Committee Grant to enhance our capabilities to respond to all hazards; and

WHEREAS, the City was notified of the grant allocation totaling \$11,800 and intends to utilize these grant funds to support VLEPC involvement in emergency management.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City OF VALDEZ, ALASKA, that

Section 1. The City authorizes the acceptance of additional revenue for Federal Grants in the Emergency Preparedness account (350-3310-33115) in the amount of \$11,800.

Section 2. The City increases the appropriation for Emergency Preparedness Department expenditures (350-3550-49515) in the amount of \$11,800.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5<sup>th</sup> day of September, 2017.

CITY OF VALDEZ, ALASKA

---

Ruth E. Knight, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk



Since our last Council meeting on August 15-

- PWSEDD is in negotiations with the candidate chosen for the Executive Director position. This was one of the actions that was taken during our meeting on August 29.
- The Stepping Stones Day Care/Preschool building problems have been consuming for the portion of our community who rely on this organization's service for their children. I emailed the state Child Care Licensing Department and copied my communication to the Governor's office. On the 30<sup>th</sup>, Ms. Galipeau and I called the state and spoke with Bob Gerwin who was very willing to help, but needed to make sure the temporary relocation was following regulations. We discussed the proposed use of the First Baptist Church and this all hinges on a Fire Marshal's inspection and a Childcare Licensing Specialist's inspection. We are still trying to find ways to speed up the process to get them into a temporary facility and ease the childcare problems for our Valdez families. Thank you to Mr. Nygaard, Mrs. Reese, Ms. Giusti and the staff at HHES for offering afterschool care during the month of September to the displaced children. We hope this issue is resolved ASAP.
- The week of the 21<sup>st</sup> was busy with Kimley-Horn (K-H). I was able to give them a tour of the town on Monday, attended the Ports and Harbors Commission work session on the Water Front Master plan on Tuesday, had my K-H interview and attended the Community Forum on Wednesday. Thursday I attended the Student Focus Group at VHS and provided the ice cream treats for the students who participated. Finally, on Thursday evening, I took the North Star rebranding team on a Valdez tour.
- The Community Forum was well attended and had a very good variety of citizens representing a wide range of community interests and ages. K-H gave an overview of the process and then participants went to different stations to answer questions and give opinions. Maps of the town were provided and lots of great conversation was held. K-H captured some excellent input and will return to continue the process in about 3 months.
- I called in to, and Brian was present for the meeting between our attorneys and the Department of Revenue regarding the proposed change of regulation for taxing oil and gas infrastructure that was held on August 24. Mr. Brena did an excellent job explaining our concerns. We had a debrief call on August 28.
- On the evening of the 28<sup>th</sup>, I attended the School Board meeting and heard how they plan to move forward on their search for a high quality person to replace Mr. Nygaard at the end of this school year.
- On the 29<sup>th</sup>, the Interim Chancellor and Provost of UAA were in town to visit PWSC. Dan O'Connor had invited me to meet with them in the morning regarding Dual Credit classes and then the City Manager and I had lunch with them at the Senior Center. We discussed things the city and college currently work together on and what possible opportunities we will have to work together in the future.
- I spoke with Mr. Deaton, saw pictures and heard a great report on the Pipeline Workers statue move. He also let me see photos of the new, permanent targets that were installed and the great job that was done by the USCG volunteers to clean-up the Shooting Range. I sure hope people using the range will pick up after themselves and keep it clean and inviting to use.
- I want to thank Mayor Pro-tem, Nate Smith, again, for running our last meeting, I was told he did an excellent job.
- The 3-day Labor Day weekend was much needed and I hope everyone remembered the reason we have this Holiday:

***Labor Day**, the first Monday in September, is a creation of the **labor** movement and is dedicated to the social and economic achievements of American workers. It constitutes a yearly national tribute to the contributions workers have made to the strength, prosperity, and well-being of our country. <https://www.dol.gov/general/laborday/history>*

My thanks go to all of the people who work in Valdez and labor to make this a wonderful place to reside.

Respectfully submitted,



Ruthie Knight, Mayor City of Valdez