

**CITY OF VALDEZ
ALASKA**

CM/GC CONTRACT DOCUMENTS

Project: Kelsey Dock Phase II

Project Number: 19-310-9513

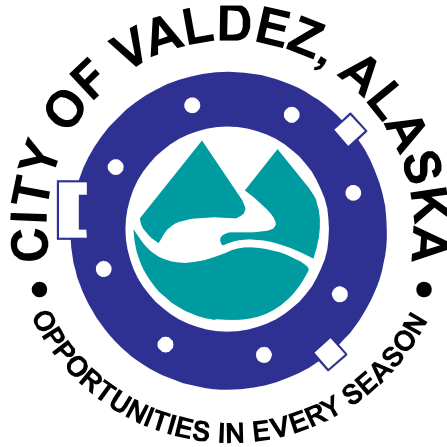
Contract Number: 1516

Cost Code: 310-9513-58000 (Maintenance Facilities Pkg. "A" & "C")

Cost Code: 310-6400-58000 (Yellow Bldg. Pkg. "B")

Issued for Construction

Date: July 17, 2019



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

Project Manager:
Lindy Vititow

Construction Plan Set Completed By:
ECI
3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503

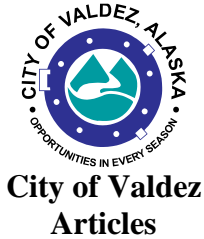


City of Valdez
CM/GC Contract Documents

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

Table of Contents

Articles_____	3
Scope of Work_____	29
Agreement Page_____	30
Corporate Acknowledgement_____	32
Non-Collusion Affidavit_____	33
Labor and Material Bond_____	34
Performance Bond_____	36
Contractor Certificate of Substantial Completion_____	38
Contract Release_____	38
Special Provisions_____	41
Modifications and Additions to the Standard Specifications_____	49
Minimum Prevailing Wage Rates_____	51
Drawings and Specifications “ <u>Specifically Titled by Packages A, B, & C</u> ”_____	Attached
<ol style="list-style-type: none"> 1. Package A – Construction Documents for the Parks & Rec. Pole Barn Wrap and replacement of the Maintenance Shop coiling door and new hose bib. 2. Package B – Building Construction Documents for Warehouse 1 (Building ONLY; Architectural Site Plan included) and Architectural Specifications Binder (refer to sheet specifications for Structural and M/E) 3. Package C – Conceptual Drawings for Conditioned Enclosed Pole Barn, Facilities Parking Shed and Sitework 	



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

ARTICLE 1 GENERAL

1.1 RELATIONSHIP OF PARTIES

Contractor accepts the Construction Manager relationship of trust and confidence established with the Owner by the Contract, and covenants with the Owner to furnish the Contractor's reasonable skill and judgment and to cooperate with the Architect and the Project Manager (defined in Section 3.2) in furthering the interests of the Owner. The Contractor shall furnish Pre-Construction and Construction Phase construction services, cost tracking and scheduling and other similar services and use the Contractor's best efforts to perform the Work in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote cooperation among the Architect, the Project Manager, the Contractor and other persons or entities employed by the Owner for the Project.

1.2 GENERAL

For the Construction Phase (including any portion of the Construction Phase that proceeds concurrently with the Preconstruction Phase), the General Provisions of this Contract shall be the standard City of Valdez General Provisions, Division 10 ("General Provisions"), which are attached and incorporated herein by reference as (Exhibit B). These may be modified by the Special Provisions (Exhibit C).

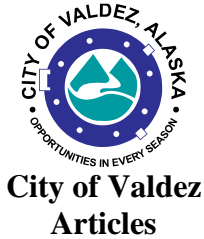
ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall perform the services and construct the Work as designed in the Contract Documents. The services specified in Sections 2.1 are to be provided in the Preconstruction Phase. The Work specified in Section 2.3 is to be provided in the Construction Phase. If the Owner and the Contractor agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both Phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1 PRELIMINARY EVALUATION

The Contractor shall provide a preliminary evaluation of the Owner's Work budget and schedule requirements, each in terms of the other.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

2.1.2 CONSULTATION

The Contractor, the Project Manager and the Architect shall jointly schedule and attend regular meetings with the Owner. The Contractor shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages or harsh weather conditions, time requirements for procurement, installation and construction completion, and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 PRELIMINARY WORK SCHEDULE

When Work requirements described in Section 3.1 have been sufficiently identified, the Contractor shall prepare, and periodically update, a preliminary Work construction schedule for the Architect's review and the Owner's approval. The Contractor shall (a) obtain the Architect's approval of the portion of the preliminary Work construction schedule relating to performance of the Architect's services and (b) coordinate and integrate the preliminary Work construction schedule with the other Project services and activities. As design proceeds, the preliminary Work construction schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price and Schedule of Values (defined in Section 2.2.4.6) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Work having occupancy priority, and proposed date of Substantial Completion. If preliminary Work schedule updates indicate that previously approved schedules may not be met, the Contractor shall make appropriate recommendations to the Owner and Architect.

2.1.4 PHASED CONSTRUCTION

The Contractor shall make recommendations to the Owner and Architect regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, if such phased construction is appropriate for the Work, taking into consideration such factors as economies, time of performance, availability of labor and materials, harsh weather conditions, ability to finish required work as scheduled, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

During the preparation of the Construction Documents for the Work, the Contractor shall update and refine the construction cost estimate at appropriate intervals agreed to by the Project Manager, Architect and Contractor.



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

2.1.6 SUBCONTRACTORS AND SUPPLIERS

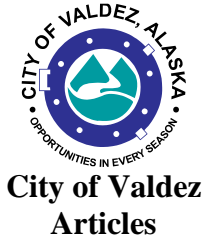
The Contractor shall seek to develop interest by subcontractors (each subcontractor a “Subcontractor”; a subcontractor of a Subcontractor also a “Subcontractor”) and suppliers (each supplier a “Supplier”; a supplier of a Supplier also a “Supplier”) for the Work, including those Subcontractors and Suppliers specified in Section 2.1.10, and shall furnish upon request to the Owner and Architect for their information a list of possible Subcontractors and Suppliers who are to furnish work, materials or equipment fabricated to a special design, from which bids or proposals will be requested for principal portions of the Work. The Owner will promptly reply in writing to the Contractor if the Owner has any objection to any such Subcontractor or Supplier. The receipt of such list shall not require the Owner to investigate the qualifications of proposed Subcontractors or Suppliers; nor shall it waive the right of the Owner later to object to or reject any proposed Subcontractor or Supplier and/or to require competitive bidding or proposals for Subcontractor or Supplier selection by the Contractor.

2.1.7 LONG-LEAD-TIME ITEMS

The Contractor shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Work schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to both the Owner and the Contractor. Upon the Owner’s acceptance of the Contractor’s Guaranteed Maximum Price and Schedule of Values proposal, all contracts for such items shall be assigned by the Owner to the Contractor and assumed by the Contractor, and the Contractor shall accept responsibility for such items as if procured by the Contractor. The Contractor shall expedite the delivery of long-lead-time items.

2.1.8 EXTENT OF RESPONSIBILITY

The Contractor does not warrant or guarantee estimates and schedules except as may be included as a condition to or in the Guaranteed Maximum Price, the Schedule of Values, any Change Orders, any amendment to this Contract, or any Subcontract, Supply Contract or Work authorized pursuant to Section 2.3.1.1(b). The recommendations and advice of the Contractor concerning design alternatives, construction feasibility, costing and scheduling, and other required construction management services shall be subject to the review and approval of the Owner, the Architect, and the Owner’s other professional consultants. It is not the Contractor’s responsibility to ascertain that the Contract Documents (including the Construction Documents) are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Contractor claims that portions of them are at variance therewith, the Contractor shall promptly notify the Architect and the Owner in writing, specifying the particulars of such



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

variances. Because the Contractor is participating in the design phase of the Work, it shall be deemed to have waived all future claims against the Owner that the Work is not constructible, in whole or in part, based upon the Contract Documents (including the Construction Documents). However, the Contractor shall not be deemed to have waived any future claim that any specific part of the Contract Documents (including the Construction Documents) contains an error which has caused the Contractor to suffer increased Costs of Work, losses, damages or delays.

2.1.9 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION & MINIMUM WAGES

The Contractor shall comply with (a) all applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs, (b) any minimum wage requirements of Federal and/or State law, and (c) any special requirements that may be required by any of the Owner's funding sources for the Work. Owner shall advise Contractor of all such special requirements by the Owner's funding sources. Alaska prevailing wage requirements are in Article 6.15 of the General Provisions.

2.1.10 REQUIRED PERSONNEL

Contractor shall assign and provide a list of specific personnel to be primarily in charge of and responsible for Contractor's Construction Phase services. Contractor shall not re-assign or substitute for such equivalent personnel without the Owner's prior written consent, which shall not be unreasonably withheld.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 "GMP" COST PROPOSAL

When the Construction Documents are sufficiently complete in the opinion of both the Owner and Contractor, within 30 days thereafter the Contractor shall propose an updated Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work (including Contractor's Contingency defined in Section 2.2.3.2) (including the Owner's Contingency defined in Section 2.2.3.1) and the Contractor's Fixed Fee (defined in Section 4.1.1) for construction of the Work in accordance with the Contract Documents (including the Construction Documents).



City of Valdez Articles

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

2.2.2 CHANGES TO THE “GMP” COST PROPOSAL

If the Construction Documents are not finished and approved by the Owner at the time the Guaranteed Maximum Price and Schedule of Values proposal is made, the Contractor shall base the Guaranteed Maximum Price on the then existing Construction Documents by the Architect that includes such things as changes in scope or substantial changes in systems, kinds and quality of materials, finishes, or equipment shall entitle the Contractor and/or the Owner to a Change Order that adjusts the Guaranteed Maximum Price based upon such change as set forth in the General Provisions. Otherwise, neither the Contractor nor the Owner shall be entitled to any Change Order or other adjustment to the Guaranteed Maximum Price or Schedule of Values as a result of any such change.

2.2.3 THE GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price proposal shall include all costs which are properly reimbursable as a Cost of the Work and include two separate contingency funds: 1) an Owner’s Contingency fund, which may also be identified as a Scope & Unforeseen Conditions Contingency; and 2) a Construction Manager’s Contingency fund, which may also be identified as Contractor Contingency. The value of these funds shall be negotiated as part of the Guaranteed Maximum Price cost reconciliation process. A request to utilize these funds shall be made in the form of a Contingency Authorization Request to be reviewed by the Owner’s Representative.

With prior Owner approval, Contingency may be used to account for errors and omissions in the Construction Documents; or for unknown conditions. Unused amounts in the Contractor’s Contingency and the Owner’s Contingency will be returned to the Owner at the Completion of the Work.

2.2.3.1 OWNER’S CONTINGENCY

Owner’s Contingency: To the extent that the Drawings and Specifications are anticipated to require further development and complete the design, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as material changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required shall be funded, at the Owner’s sole discretion, through the Owner’s Contingency. A request to access the Owner’s Contingency will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor should have realized that the



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

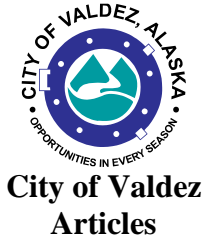
Work was necessary and appropriate under the Contract Documents referenced in the Guaranteed Maximum Price proposal.

2.2.3.2 CONTRACTOR'S CONTINGENCY

Contractor's Contingency: The Construction Manager's Contingency is for the Construction Manager's use to cover costs that are properly reimbursable as a Cost of the Work but not qualified for funding by the Owner's Contingency. The Construction Manager may use the Construction Manager's Contingency to pay for Project issues that are within its control, such as design issues that a reasonable construction manager should have resolved during the Preconstruction Services Phase, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged Work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), interdisciplinary design coordination, Subcontractor performance, and unanticipated expediting cost for critical materials. The Construction Manager's Contingency may also be used for issues beyond the Construction Manager's control such as weather impacts. This Construction Manager's Contingency is not available for Owner-directed design or scope changes, and design errors or omissions beyond the reasonable inferences, as those costs entitle the Construction Manager to request funding from the Owner's Contingency.

2.2.3.3 CONTINGENCY AUTHORIZATION REQUEST

Contingency Authorization Request: The Construction Manager must give the Owner notice and supporting cost backup when applying to use the Construction Manager's Contingency or the Owner's Contingency. The Construction Manager shall use the Construction Manager's Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. The Construction Manager shall use the Owner's Contingency only with the Owner's prior written consent which shall be granted at the Owner's sole discretion. Use of the Contingency shall be tracked in the Schedule of Values submitted with the Application for Payment. Any balance remaining in either Contingency shall be returned to the Owner at the end of the Project.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

1. A list of all of the Contract Documents (including the Drawings and Specifications), which are the basis for, and included within, the Guaranteed Maximum Price proposal.
2. A list of all allowances assumed by the Contractor in its Guaranteed Maximum Price proposal and a statement of their basis.
3. A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in such Construction Documents and other Contract Documents.
4. The proposed Guaranteed Maximum Price.
5. A time schedule for performing the Work covered by the Guaranteed Maximum Price, which includes (a) the Date of Substantial Completion for such Work upon which the proposed Guaranteed Maximum Price is based and (b) the required permitting issuance dates (if any) upon which the date of Substantial Completion is based.
6. A schedule of values ("Schedule of Values") for all of the Work covered by the Guaranteed Maximum Price. The Schedule of Values shall allocate the Guaranteed Maximum Price among the various portions of the Work by CSI Specifications, showing the Contractor's Fee and Contractor's Contingency as separate items.

2.2.5 "GMP" SUBMITTAL

The Contractor shall submit to the Owner and Architect the Guaranteed Maximum Price and Schedule of Values proposal, including the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

2.2.6 “GMP” SUBMITTAL REVIEW TIMEFRAME

The Owner shall have 30 days to review and accept the Guaranteed Maximum Price and Schedule of Values proposal in writing. Unless the Owner timely accepts the proposal by notifying the Contractor, the Guaranteed Maximum Price and Schedule of Values proposal shall not be effective without written acceptance by the Contractor.

2.2.7 PRIOR TO “GMP” ACCEPTANCE

Prior to the Owner’s acceptance of the Contractor’s Guaranteed Maximum Price and Schedule of Values proposal and issuance of a Notice to Proceed with the Work, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing. However, the Owner shall have the right to issue (a) a Notice to Proceed to the Contractor for specific early portions of the Work prior to agreement on the Guaranteed Maximum Price if the price and other terms for such specific portions of the Work are agreed upon in writing by the Contractor and the Owner or (b) absent such agreement, a Construction Change Directive(s) for such specific portions of the Work may be issued by the Owner.

2.2.8 “GMP” ACCEPTANCE

Upon acceptance by the Owner of the Guaranteed Maximum Price and Schedule of Values proposal, the Guaranteed Maximum Price and Schedule of Values shall be set forth in a written amendment to the Contract Documents that is executed by the Owner and Contractor. This Contract, as amended, including the General Provisions, the Construction Documents, and documents specified by the Contract pursuant to Section 2, shall thereafter constitute the “Contract Documents.” The Guaranteed Maximum Price and Schedule of Values shall be subject to additions and deductions by changes in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 REVISION OF CONSTRUCTION DOCUMENTS

The Owner shall authorize and cause the Architect to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in any amendment to this Contract referred to in Section 2.2.8. Such revised Construction Documents shall include any revised Work or Substantial Completion schedule agreed to by the Owner, Architect and Contractor. The Contractor shall promptly notify the Architect and Owner if such revised Construction Documents are inconsistent with or contrary to the agreed-upon assumptions and clarifications.



City of Valdez Articles

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

2.2.10 APPLICABLE SALES AND USE TAXES

The Guaranteed Maximum Price shall include in the Cost of the Work only those applicable sales and use taxes which are enacted at the time the Guaranteed Maximum Price established. Any applicable sales, use or similar taxes that are first enacted after the Guaranteed Maximum Price is agreed to entitle Contractor to a Change Order equitably adjusting the Guaranteed Maximum Price. However, no income tax or increase therein applicable to the Contractor shall entitle it to any such Change Order.

2.3 CONSTRUCTION PHASE

2.3.1 GENERAL

The Construction Phase shall commence on the earlier of: (a) the Owner's acceptance of the Contractor's Guaranteed Maximum Price and Schedule of Values proposal and issuance of a Notice to Proceed, or (b) the Owner's first authorization to the Contractor to: (i) award a Subcontract or Supply Contract or (ii) undertake construction Work with the Contractor's own forces: provided, however, that in the case of the authorizations referred to in Section 2.2.7 the Construction Phase shall apply only to such Subcontract, Supply Contract or Work, (ii) the Construction Phase for the remaining part of the Work shall not begin until the Guaranteed Maximum Price and Schedule of Values are agreed to by the Contractor and the Owner in writing, and (iii) the price of all such Subcontract, Supply Contract and Work shall be included in the Guaranteed Maximum Price and Schedule of Values if and when they are agreed to by the Contractor and the Owner in writing.

2.3.2 ADMINISTRATION

Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed by Subcontractors under subcontracts ("Subcontracts") or by Suppliers under supply contracts ("Supply Contracts") with the Contractor. The Contractor shall obtain bids or proposals from Subcontractors (as required by the Owner), and Suppliers of materials or equipment fabricated to a special design for the Work, from the list previously approved by the Owner and, after analyzing such bids or proposals, shall deliver such bids or proposals to the Owner. The Owner will then determine, with the advice of the Contractor, which bids or proposals will be accepted. The Owner may designate specific persons or entities from which the Contractor shall obtain bids or proposals. The Owner reserves the right to require the Contractor to obtain competitive bids or proposals for any Subcontract or Supply Contract which has a cost to the Contractor of \$10,000 or more. If a non-competitive or competitive proposal method for such a Subcontract or Supply Contract would result in



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

significant cost savings to Owner, Contractor shall propose such method to Owner for its consideration and decision. If the Guaranteed Maximum Price has been established, the Owner may not prohibit the Contractor from obtaining bids or proposals from other qualified Subcontractor or Supplier bidders or proposers. The Contractor shall not be required to contract with any Subcontractor or Supplier to which the Contractor has reasonable objection; and the Contractor shall not contract with any Subcontractor or Supplier to which the Owner has reasonable objection.

If the Guaranteed Maximum Price has been established and a specific bidder or proposer among those whose bids or proposals are delivered by the Contractor to the Owner (a) is recommended to the Owner by the Contractor, (b) is qualified to perform that portion of the Work, and (c) has submitted a bid or proposal which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid or proposal be accepted, then the Contractor may require that a change in the Work be issued to equitably adjust the Contract Time and the Guaranteed Maximum Price and Schedule of Values or other change in the Contract Documents based thereon.

Subcontracts with Subcontractors and Supply Contracts with Suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 6.

The Contractor shall schedule and conduct periodic meetings at which the Owner, Project Manager, Contractor and appropriate Subcontractors and Suppliers to discuss the status of the Work. The Project Manager shall prepare and promptly distribute accurate meeting minutes.

Promptly after the Owner's acceptance of the Guaranteed Maximum Price and Schedule of Values proposal, the Contractor shall prepare a Construction Schedule in accordance with Article 5.22 of the General Provisions.

The Contractor shall provide monthly written reports to the Owner and Project Manager on the progress of the Work. The Contractor shall maintain an accurate and complete daily log containing a record of weather, Subcontractors working on the site, number of workers working on the Work site, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner for its inspection and copying.

The Contractor shall develop a system of control for the Cost of Work acceptable to the Owner, including regular monitoring of actual Costs of Work for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated Costs of Work and report the variances to the



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

Owner on at least a monthly basis. At the request of the Owner, the Contractor shall provide copies of job records or reports on a scheduled or as-requested basis. The cost of preparing these copies will be an eligible Cost of the Work.

2.4 PROFESSIONAL SERVICES

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Architect specified to the Contractor all performance and design criteria that such services must satisfy. The Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

2.5 HAZARDOUS MATERIALS

2.5.1 PRECAUTIONS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous or toxic material or substance, including, but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered at the Work site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Project Manager in writing.

2.5.2 TESTING

The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the hazardous or toxic material or substance reported by the Contractor and, in the event any such hazardous or toxic material or substance is found to be present in dangerous amounts, to verify that it has been rendered harmless. Unless otherwise



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

required by the Contract Documents, the Project Manager shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such hazardous or toxic material or substance or who are to perform the task of removal or safe containment of such hazardous or toxic material or substance. The Contractor will promptly reply to the Project Manager in writing stating whether or not either has reasonable objection to the persons proposed by the Project Manager. If the Contractor has an objection to a person proposed by the Project Manager, the Project Manager shall propose another to whom the Contractor has no reasonable objection. When the hazardous or toxic material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

2.6 REQUIRED PERSONNEL

For the Construction Phase services the Contractor shall provide a list of names to the Owner of all of the Contractor's personnel, their titles and the roles they will hold during the Construction Phase. Contractor shall not reassign or substitute such personnel without the Owner's consent, which shall not be unreasonably withheld.

2.7 FINANCIAL ARRANGEMENTS

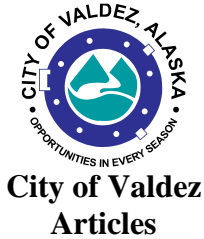
In addition to the Performance and Payment Bond requirements in Article 3.5 of the General Provisions, the Contractor shall, at the written request of the Owner, prior to commencement of the Construction Phase and thereafter whenever required by the Owner, furnish to the Owner reasonable evidence that adequate financial arrangements have been made to fulfill the Contractor's obligations under the Contract. Furnishing of adequate evidence shall be a condition precedent to the Contractor's right to commence and continue the Work. After such evidence has been furnished, the Contractor shall not materially vary such financial arrangements without prior notice to Owner.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION OF SERVICES

For the Preconstruction Phase, the Owner shall provide information in a timely manner regarding its requirements for the Work which sets forth the Owner's objectives, constraints, criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

The Owner shall establish and update an overall budget for the Work, based on consultation with the Contractor, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

3.1.2 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS & REPORTS

In the Preconstruction Phase, Owner shall furnish to the Contractor with reasonable promptness, at the Owner's expense, the following, except to the extent that the Contractor knows or should know of any inaccuracy, the Contractor shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests, but shall exercise customary precautions in doing so:

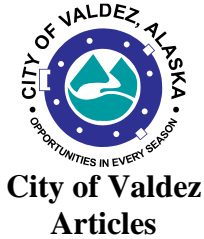
Reports, surveys, drawings and tests concerning the physical conditions of the site which are required by law.

Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

To the extent reasonably required and when requested by the Contractor, the services of a professional geotechnical engineer for test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

The services of other consultants when such services are reasonably required for the Work are requested by the Contractor and are customarily provided by other owners in similar circumstances.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

3.2 OWNER'S PROJECT MANAGER

The Owner shall designate in writing a representative ("Project Manager") who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Such Project Manager shall have the authority to make day to day decisions on behalf of the Owner related to the administration of the Work and will coordinate Owner approvals concerning estimates and schedules, construction budgets, and changes in the Work as required. The Project Manager shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the Work of the Contractor. The Project Manager for all such matters is Lindy Vititow.

3.3 ARCHITECT

The Owner shall retain an architect and/or other qualified professionals to provide Design Services, including normal architectural, civil, landscape, structural, mechanical, electrical engineering and cost estimating services (in addition to those cost estimating services required of the Contractor) for the Work. The Owner has retained ECI to provide the Basic Design Services for the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner and Contractor.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Contractor of any special legal requirements relating specifically to the Work which are known to the Owner and differ from those generally applicable to construction of the Work in Alaska.

ARTICLE 4 COMPENSATION

For the Contractor's performance of the Work as described in Section 2.3, the Owner shall pay the Contractor in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 5 and the Contractor's Fee determined as follows:



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

4.1 COMPENSATION

For the Contractor's performance of the Work as described in Section 2.3, the Owner shall pay the Contractor in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 5 and the Contractor's Fee determined as follows:

4.1.1. Package A - CM/GC Contractor "GMP" Fee: \$ 1,357,926 (One Million Three Hundred Fifty-Seven Thousand Nine Hundred Twenty-Six dollars and Zero cents)

- Cost of Construction - \$951,908.00
- Contractor Fee @ 3% - \$28,557.00
- Contractor Contingency @ 3% - \$29,414.00
- *Owner Contingency @ 35.5% - \$348,047.00
- *Higher contingency due to unknown Fire Marshal requirements
 - Sub-Total GMP 'A' - \$1,357,926.00

4.1.1 Package B - CM/GC Contractor "GMP" Fee: \$2,339,903 (Two Million Three Hundred Thirty-Nine Thousand Nine Hundred Three dollars and Zero cents)

- Cost of Construction - \$1,520,535.00
- Contractor Fee @ 3% - \$45,616.00
- Contractor Contingency @ 3% - \$46,985.00
- Owner Contingency @ 10% - \$156,615.00
- Allowance: Sitework - \$518,172.00
- Allowance: Fuel Line - \$51,980.00
 - Sub-Total GMP 'B' - \$2,339,903.00

4.1.1. Package C - CM/GC Contractor "GMP" Fee: \$ 2,780,000 (Two Million Seven Hundred Eighty Thousand dollars and Zero cents)

- Cost of Construction : Heated Building - \$TBD
- Cost of Construction: Lean-to Building - \$TBD
- Cost of Construction: Sitework - \$TBD
- Contractor Fee @ 3% - \$TBD
- Contractor Contingency @ 3% - \$ TBD
- *Owner Contingency - \$2,780,000.00
- *The line items above will be reallocated by "Contingency Authorization Requests" (Articles Sec.2.2.3.3) upon completion of final construction drawings and final Package C "GMP" estimate.
 - Sub-Total GMP 'C' - \$2,780,000.00

Grand Total of GMP = A \$1,357,926.00 + B \$2,339,903.00 + C \$2,780,000.00 = \$6,477,829.00



City of Valdez Articles

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

4.2 GUARANTEED MAXIMUM PRICE

The sum of the maximum Cost of the Work agreed to in writing by the Contractor and the Owner and the Contractor's Fixed Fees based thereon are guaranteed by the Contractor not to exceed the amount provided in the amendment to this Contract referred to in Section 2.2.8, subject to additions and deductions by changes in the Work by Change Order or Construction Change Directive as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in this Contract and the other Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

4.3 CHANGES IN THE WORK

4.3.1 ADJUSTMENTS TO "GMP"

Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the amendment to this Contract referred to in Section 2.2.8 may be determined by any of the methods listed in Article 5.20 of the General Provisions.

In no event shall the aggregate profit and general, administrative and overhead charges of (a) Contractor exceed 3% of any Change Order or Construction Change Directive allowable direct costs, (b) any Subcontractor exceed 12% of any Change Order or Construction Change Directive allowable direct costs, or (c) any Supplier exceed 8% of any Change Order or Construction Change Directive allowable direct costs. In no event shall the total of all such profit, general, administrative and overhead percentages exceed 23%, regardless of whether there are multiple tiers of Subcontractors and/or Suppliers.

4.3.2 UNUSED FUNDS OF "GMP"

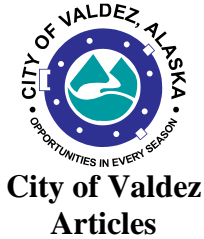
Any unused funds from the final associated "GMP" costs for each package shall be returned to the Owner.

ARTICLE 5 COST OF WORK PHASE TO BE REIMBURSED

The term "Cost of the Work" shall mean costs reasonably, necessarily and ordinarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project, except with prior consent of the Owner (which may in its discretion be withheld). The Cost of the Work shall include only the items set forth in this Article 5.

5.1 LABOR COSTS

Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

Wages or salaries (but not performance bonuses or the equivalent) of the Contractor's supervisory and administrative personnel when, and to the extent, stationed at the site.

Wages and salaries (but not performance bonuses or the equivalent) of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

Costs paid or incurred by the Contractor for sales, use and similar taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the, Cost of the Work, current Davis-Bacon wage rates shall be applied for the Work under this contract. Reference Alaska Department of Labor and Workforce Development Wage Rates information.

5.2 SUBCONTRACT AND SUPPLIER COSTS

Payments made by the Contractor to Subcontractors and Suppliers in accordance with the requirements of the applicable Subcontracts and Supply Contracts and the Contract Documents.

5.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

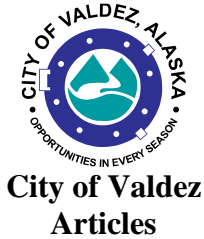
Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused, excess materials, if any, shall be turned over to the Owner at the completion of the Work.

5.4 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

Costs of removal of debris from the site.

Reproduction costs, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.

That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

5.5 MISCELLANEOUS COSTS

That portion directly attributable to this Contract of premiums for insurance and bonds specifically required by the General Provisions. (If charges for self- insurance are to be included, specify the basis of reimbursement.)

Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Contractor is liable.

Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work.

Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's express prior written consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by other provisions of the Contract Documents.

Data processing costs related to the Work.

Deposits lost for causes other than the fault of Contractor or its Subcontractors or their failure to fulfill a specific responsibility to the Owner set forth in this Contract.

Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Contractor, to the extent they are not caused by the Contractor's fault and are reasonably incurred by the Contractor in the performance of the Work, provided the Owner gives its prior written permission, which permission shall not be unreasonably withheld.



City of Valdez Articles

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

5.6 OTHER COSTS

Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

Completion Cost —The Contractor will establish a Contract Completion line item in the Schedule of Values with an amount equal to 0.5% of the Cost of the Work. Once the Owner issues a notice of Substantial Completion as outlined in the General Provisions, the Contractor may request payment of the completion cost line item, less 1.5 times the Cost of the Work remaining to be completed, but not before then.

5.7 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Section 5.1 which are incurred by the Contractor:

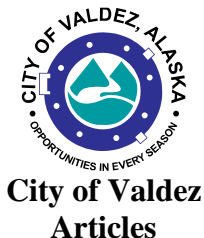
To the extent not caused by the fault of the Contractor, its Subcontractors, Suppliers, or any person for which any of them is legally responsible, in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

In repairing or correcting damaged or nonconforming Work executed by the Contractor or any of its Subcontractors or replacing non-conforming materials provided by any of its Suppliers, provided that such damaged or nonconforming Work or materials was not caused by the failure of the Contractor or any of its Subcontractors or Suppliers to fulfill a specific responsibility set forth in this Contract, any Subcontract or any Supply Contract or the fault of the Contractor or any of its Subcontractors or Suppliers, and only to the extent that the cost of repair, correction or replacement is not recoverable by the Contractor from insurance.

The costs described in Sections 5.1 through 5.7 shall be included in the Cost of the Work notwithstanding any provision of the General Provisions which may require the Contractor to pay such costs, unless such costs are excluded.

5.8 ACCOUNTING RECORDS

The Contractor shall keep accurate, full and detailed accounts and utilize such accounting and control systems as may be necessary for proper financial management under this Contract and are acceptable to the Owner and its funding sources. The Owner and the Owner's accountants and attorneys shall be afforded full access during normal business hours for inspection and copying all of the Contractor's records, books, correspondence, instructions, drawings, receipts, Subcontracts, Supply Contracts, purchase orders, vouchers, memoranda and other data relating to the Work, and the Contractor shall preserve these for a period of five years after final payment, or for such longer period as may be required by funding sources or State law.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

ARTICLE 6 CONSTRUCTION PHASE

6.1 PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect, itemized based upon the CSI Specification Divisions listed in the Schedule of Values, and Certificates for Payment issued by the Architect and the Project Manager the Owner shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.

6.1.2 PAYMENT PERIOD

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

6.1.3 PAYMENT SUBMISSION TERMS

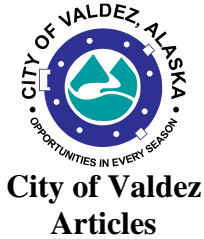
Provided an Application for Payment for the preceding month is received by the Project Manager by the 10th day of the next succeeding month, the Architect shall issue a Certificate of Payment based upon the percentage of completion of the Work through the period covered by such Application for Payment that is computed in accordance with the requirements of Section 6.1.6 and agreed upon by the Contractor and the Project Manager or, failing such agreement, the percentage of completion determined by the Project Manager. The Owner shall make payment to the Contractor of the amount specified in such Certificate of Payment not later than 30 days after the Project Manager's receipt of such Application for Payment. If and to the extent that an Application for Payment is received by the Project Manager after the 10th day of the next succeeding month, such Certificate of Payment and payment deadlines shall be correspondingly extended.

6.1.4 PAYMENT FORMAT

Upon Owner's request, the Contractor shall make available an accounting in an electronic format, together with all supporting payrolls, petty cash accounts, invoices, and any other backup for the Application of Payment required by Owner.

6.1.5 PAYMENT SUPPORTING DOCUMENTATION

Each Application for Payment shall (a) be based upon and allocate the Cost of the Work for which payment is sought therein among the various Work items (on both a per Application and cumulative basis) shown on the Schedule of Values; and (b) be prepared in such form and supported by such data to substantiate its accuracy and completeness as the Project Manager may require. The Schedule of Values shall be used as a basis for the Project Manager's review of the Contractor's Applications for Payment.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

6.1.6 PAYMENT PERCENTAGE COMPLETION

Each Application for Payment shall show the percentage completion for each portion of the Work shown in the Schedule of Values, as well as all of the Work, as of the end of the period covered by the Application. The percentage completion for each such purpose shall be the lesser of

- (a) the percentage of the subject Work which has actually been completed, or
- (b) the percentage obtained by dividing
- (c) the allowable Cost of Work which has actually been incurred by the Contractor on account of the subject Work for which the Contractor has made payment, by the share of the Guaranteed Maximum Price allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work shown in the Schedule of Values by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values.

6.1.7 PAYMENT COMPUTATION

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work shown in the Schedule of Values by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values. In determining the share of the Guaranteed Maximum Price properly allocable to completed Work, the Contractor shall have the right to allocate Contractor's Contingency among the other Work items shown in the Schedule of Values in its discretion. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation into the Work or, if approved in advance by the Owner, suitably Stored off the site at a location agreed upon in writing, provided that good, marketable and unencumbered title to such materials and equipment passes to the Owner before or upon payment of such portion of the Guaranteed Maximum Price.
3. Add the Contractor's Fee attributable to the Cost of the Work for which payment is sought in such Application for Payment. The Contractor's Fee shall be computed on a pro rata amount based upon the Cost of the Work for the period covered by the



City of Valdez Articles

Project: Kelsey Dock Phase II

Project Number: 19-310-9513 / Contract Number: 1516

Application of Payment of the CM/GC Contractor fixed fee stated in Section 4.1.1.a. Subtract the aggregate of previous payments made by the Owner. Subtract amounts, if any, for which the Architect has withheld or nullified a payment.

6.1.8 PAYMENT RECONCILIATION

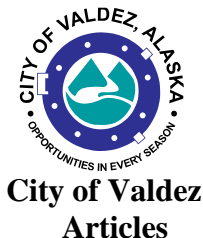
Upon receipt of the backup materials referred to in Section 6.1.4, the Owner shall compare (a) the aggregate Cost of Work through the end of the period covered by the Application for Payment to which they apply with (b) the Guaranteed Maximum Price multiplied by the percentage of completion of all of the Work which is the lesser of the percentages of compensation for all of the Work computed pursuant to Sections 6.1.6(a) and (b). If the amount in Section 6.1.8(a) varies from the amount in Section 6.1.8(b) by plus or minus 5% or more, at the discretion of the Owner it may require the Contractor to provide a written reconciliation of such aggregate Cost of Work within 10 days. Such written reconciliation shall explain in detail why such variation exists. In the event of an aggregate Cost of Work under run, such reconciliation shall estimate the portion of the Guaranteed Maximum Price that the Contractor then believes will remain unspent by the Owner after the Final Payment to the Contractor to allow the Owner to plan for use in other Project priorities. In the case of an aggregate Cost of Work overrun, such reconciliation shall provide a detailed written plan for the Contractor to complete the Work for a total Cost of Work not to exceed the Guaranteed Maximum Price.

6.1.9 ADVANCED PAYMENTS

Except with the Owner's express prior written approval, which may be withheld at the Owner's discretion, the Contractor shall not make advance payments to Subcontractors or Suppliers for Work, materials or equipment which have not been delivered and stored at the site.

6.1.10 AUDITS OF PAYMENTS

In taking action on the Contractor's Applications for Payment, the Owner and the Architect shall be entitled to rely on the accuracy and completeness of the accounting, backup and other information furnished by the Contractor and shall not be deemed to represent that they have made a detailed examination, audit or arithmetic verification of such accounting, backup or other information, that they have made exhaustive or continuous on-site inspections, or that they have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Architect or Owner's accountants or attorneys acting in the sole interest of the Owner.



Project: Kelsey Dock Phase II

Project Number: 19-310-9513 / Contract Number: 1516

6.1.11 WITHHOLDING PAYMENTS

The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Construction Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of an Application Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts or omissions. The Owner may withhold up to 5% of each progress payment until the progress Work is substantially complete.

6.2 FINAL PAYMENT

Based upon Applications for Payment submitted to the Architect, itemized based upon the CSI Specification Divisions listed in the Schedule of Values, and Certificates for Payment issued by the Architect, the Owner shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.

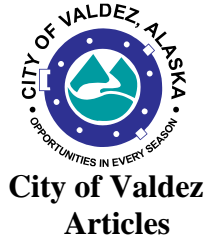
6.2.1 FINAL PAYMENT TERMS

Final Payment shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, as provided in the Standard General Provisions, or to satisfy other requirements, if any, which necessarily survive final payment; (2) a notarized Certificate of Compliance has been filed per Standard General Provisions Article 7.7, (3) a final Application for Payment and a final accounting for the Cost of the Work, together with such backup and other information as the Architect and Owner may require, have been submitted by the Contractor and reviewed by the Architect and Owner; and (4) a final Certificate for Payment has then been issued by the Architect and the Owner. Such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment.

6.2.2 FINAL PAYMENT CALCULATIONS

The amount of the Final Payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price after all required Change Orders, Construction Change Directives and other proper adjustments (if any) are taken into account.



Project: Kelsey Dock Phase II

Project Number: 19-310-9513 / Contract Number: 1516

2. Subtract amounts, if any, for which the Architect withholds, in whole or in part, in a final Certificate for Payment as provided in the General Provisions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the Owner, with interest at the Contract Rate.

6.2.3 FINAL ACCOUNTING

The Owner will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner reports to be substantiated by the Contractor's final accounting, together with such backup and other information as the Owner may require, and provided the other conditions of Section 6.2.1 have been met, the Architect will, within seven days after completion of its written report, either issue to the Owner a final Certificate for Payment with a copy to the Contractor or notify the Contractor and the Owner in writing of its reasons for withholding such Certificate as provided in the General Provisions. The time periods stated in this Section 6.2 supersede those stated in other contract documents.

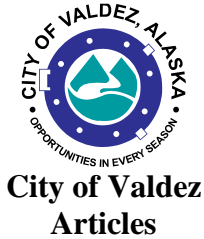
6.2.4 FINAL PAYMENT DISPUTES

If the Architect reports the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to proceed in accordance with Article 8 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Contractor within 60 days after the Contractor's receipt of a copy of the final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Architect becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the final Certificate for Payment by the Architect.

ARTICLE 7 INSURANCE AND BONDS

7.1 INSURANCE REQUIRED OF THE CONTRACTOR

The CM/GC Contractor shall provide at a minimum with the following types and amounts of insurance as in accordance with the requirements set forth in Article 6.9 of the General Provisions. The City of Valdez, and their respective related persons or entities (to be determined



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

by the City of Valdez) shall be named as an additional insured on all insurance policies except professional liability contracts.

Each policy of insurance required by this section shall provide for no less than thirty (30) days advance notice to the City of Valdez prior to cancellation or material modification. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

The premium cost of the insurance required is a Cost of the Work if and to the extent that it is expressly endorsed to apply only to the Work. Absent any such endorsement, only such premium cost multiplied by the ratio that the Guaranteed Maximum Cost bears to the aggregate contract prices for Contractor's work for all clients during each premium period may be included within the Cost of the Work.

7.2 PERFORMANCE BONDS

The CM/GC Contractor shall provide Performance and Payments Bonds in accordance with the requirements set forth in Article 3.5 of the General Provisions. City of Valdez forms for Performance Bond and Labor and Material Payment Bond are attached to this contract.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 RESOLUTIONS FOR DISPUTES

8.1.1 RESOLUTIONS

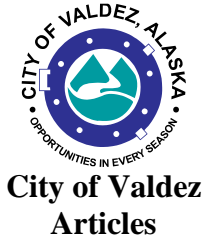
During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Contract shall be resolved as provided in the General Provisions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 RESOLUTIONS FOR DISPUTES

8.1.1 RESOLUTIONS

During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Contract shall be resolved as provided in the General Provisions.



Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

8.2 OTHER PROVISIONS

8.2.1 TERMS

Unless otherwise noted, the terms used in this Contract shall have the same meaning as those in the General Provisions. “Architect” is the same as “Engineer”.

8.2.2 EXTENT OF CONTRACT

The Contract Documents, which include this Contract and the other documents incorporated herein by reference, represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, warranties, covenants, promises and agreements, either written or oral, with respect to the subject matter thereof. The Contract Documents may be amended only by written instrument signed by both the Owner and Contractor. If anything in any document incorporated into this Contract is inconsistent with this Contract, this Contract shall govern. No oral communications or course of dealing or performance between Contractor, Architect, Project Manager and/or Owner shall be taken into account to determine whether any amendment to the Contract Documents has occurred.

8.2.3 ASSIGNMENT

The provisions for Assignment of the Contract are included in Article 1 of the General Provisions.

8.2.4 OWNERSHIP OF DOCUMENTS

All project documents developed during delivery of this Contract shall become property of the Owner.

ARTICLE 10 SUSPENSION OR TERMINATION

10.1 SUSPENSION

The Owner may suspend this Contract at any time pursuant to Article 5.24 of the General Provisions.

10.2 TERMINATION

The Owner may suspend this Contract at any time pursuant to Article 5.24 of the General Provisions.



**City of Valdez
Scope of Work**

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

SCOPE OF WORK

Contractor to provide services per the Contract Documents which includes, but are not necessarily limited to, the following:

Package A:

Work includes the enclosure of an existing covered building and the addition of a second floor mezzanine level for the use of required storage by the Parks and Recreation Department of the City of Valdez. The total area of the level 01 and new level 02 floor for this project is 5,800 SF. Additionally, the Contractor is to remove and install a new larger coiling door and hose bib (as detailed in the Construction Documents) at the existing Facilities Building.

Package B:

Contractor to remodel existing Warehouse #1 to reduce the storage space on the north side and remove the storage on the south side of the existing building. No changes are to be made to the interior Museum Annex space. The remodel includes demo work, refurbishment of the existing metal roof, new exterior paint, the installation of new insulated metal panels on the north and south ends of the building, new canopy entry for the Museum Annex, an exterior mural, regrading and installing a new ADA accessible route, an ADA compliant parking lot, installation of building signage, landscaping and all other work required within the Construction Documents and Specifications is to be provided by the Contractor.

Package C:

Contractor is to construct a 2,400 SF conditioned storage building and a 1,200 SF covered, unconditioned receiving/ storage structure for the City of Valdez. Additionally, the Contractor is to regrade and resurface the existing site to provide enhanced drainage per the Construction Documents and Specifications.



City of Valdez
Agreement Page 1 of 2

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

This agreement is made on the ____ day of _____, 2019, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Roger Hickel Contracting, Inc. doing business as ~~an individual, partnership,~~ a corporation (strike out inapplicable words) located in Anchorage, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the Guaranteed Maximum Price inclusive of Contractor and Owner Contingencies and per unit prices as set forth in the Contract Documents for this project. The total amount of this Contract shall not exceed:

Package A - One Million Three Hundred Fifty-Seven Thousand Nine Hundred Twenty-Six dollars and Zero cents (\$1,357,926.00).

Package B - Two Million Three Hundred Thirty-Nine Thousand Nine Hundred Three dollars and Zero cents (\$2,339,903.00).

Package C - Two Million Seven Hundred Eighty Thousand dollars and Zero cents (\$2,780,000.00).

“GMP” Grand Total (includes Packages A, B, & C above) Six Million Four Hundred Seventy-Seven Thousand Eight Hundred Twenty-Nine dollars and Zero cents (\$6,477,829.00).

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents by August 15, 2020 for Packages A & C, and June 15, 2020 for Package B. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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.

Roger Hickel Contracting, Inc.

City of Valdez, Alaska, Authorized

Signature

Jeremy O'Neil, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Date

Mailing Address

Recommended:

City, State, Zip Code

Roxanne Murphy, Interim City Manager

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

Date

Corporate Secretary

Nathan Duval, Capital Facilities Director

Date

Approved as to Form:

Brena, Bell & Walker, P.C.

Attest: _____

Corporate Secretary

Jon S. Wakeland

Date

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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

(Title of Officer)

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

My Commission Expires: _____

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

Know all men by these presents that:

Roger Hickel Contracting, Inc.
11001 Calaska Circle
Anchorage, AK 99515

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

in accordance with Drawings and Specifications prepared by

**ECI
3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503**

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

KNOW ALL MEN BY THESE PRESENTS: that

Roger Hickel Contracting, Inc
11001 Calaska Circle
Anchorage, AK 99515

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

in accordance with Drawings and Specifications prepared by

**ECI
3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503**

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



**City of Valdez
Performance Bond**

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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__.

ROGER HICKEL CONTRACTING, INC
 CONTRACTOR

CITY OF VALDEZ
 OWNER

 (Signature)

 Capital Facilities Director

 (Title)

 Date

 Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

Table of Contents

Section	Title	Page
SP 01	General Statement	42
SP 02	Special Site Conditions	42
SP 03	Hazardous Waste Generation	43
SP 04	Coordination and Schedule	43
SP 05	Site Preservation, Restoration, Cleanup and Environmental Reporting	43
SP 06	Permits.....	44
SP 07	Payment.....	44
SP 08	References to City of Vadez Standard Specifications (CVSS) General Provisions	44
SP 09	Construction Specifications.....	45
SP 10	Resident Project Representative.....	45
SP 11	Contractor Daily Reports	45
SP 12	Definitions.....	45
SP 13	Owner	46
SP 14	General Contractor and/or Construction Manager Rates	46
SP 15	Time of Completion	46
SP 16	Insurance	47
SP 17	Warranty.....	47
SP 18	Closeout.....	47



City of Valdez Special Provisions

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

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/ Standard General Provisions and Standard Details.”

SP 02 Special Site Conditions

Develop construction phasing plans for work adjacent the existing neighborhood, Bus Barn, Facilities building, and Museum Annex. The phasing plans must allow access and accommodate operations of the neighborhood, Bus Barn, Facilities building, Museum Annex including appropriate access for the public, pedestrian traffic, employees and emergency services vehicles at all times.

No construction work is allowed to take place at the “Yellow Building” Museum Annex location at any time while cruise ships are docked in the City of Valdez, unless the Contractor has given a prior 72 hour notice to the Owner and the Owner gives such approval to the Contractor in writing.

Work to not exceed noise levels of 70 decibels is allowed to take place during regular Museum Annex hours of operation without prior approval from the Capital Facilities Director.

Condition of Existing Buildings: Maintain portions of existing buildings affected by the construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations. Where work of this contract affects the condition of existing interior spaces, such areas shall be patched and repaired to the level encountered before work activities began.

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited ‘first come first served’ basis, dumpsters for use free of charge on City projects if available. Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler’s number is 907-835-2356. The project name and contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Staging area for all work included within Package “B” will be the west side parking lot located behind the “Yellow Building”. The staging area for all work included within Package “A & C” will be located on the north end of the Building Maintenance/ Parks and Recreation Facilities Lot.



City of Valdez Special Provisions

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

The Contractor will be responsible for moving equipment and other items necessary to complete the work.

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

Special attention to pedestrian and Museum Annex staff safety is required by the Contractor to maintain clear unobstructed pathways to the Museum Annex, located at the “Yellow Building” and must be provided at all times. Proper signage, fencing and barricades must be maintained to ensure safe access into the Museum Annex.

SP 03 Hazardous Waste Generation

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

SP 04 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Project Manager and Architect 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 05 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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



City of Valdez Special Provisions

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

SP 06 Permits

The Contractor shall obtain all licenses and permits that are required to do the work, except the City will obtain the required City of Valdez building permits and the building permits from the State Fire Marshal.

SP 07 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 08 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 Contractor to prepare his "GMP" Cost Proposal 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.



City of Valdez Special Provisions

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

SP 09 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the design and on the future drawings. These drawings are by reference to ECI/ Hyer, Inc dba ECI.

SP 10 Resident Project Representative

The Owner shall designate a person authorized to act as Resident Project Representative, having the same authority and limitations described for the Engineer in Section 10.05, Article 5.1 of the CVSS. The Resident Project Representative will be responsible for daily coordination with the Contractor and for furnishing instruction to the Contractor's field Superintendent during the performance of field Work. The Resident Project Representative may be assisted by inspectors, surveyors, or technical support staff.

SP 11 Contractor Daily Reports

By the end of each day's work, the Contractor's Superintendent shall complete a daily report describing the general conditions and activities at the site, including but not limited to: Weather; number of workers and description of activities for general contractor, subcontractor and specialty/sub-subcontractors; testing and inspections; instructions, extra work, or additional testing from Architect, Owner representatives; remarks about site visitors, preconstruction conferences, new work activities, special site meetings, exceptions to anticipated progress; site surveys, as-built entries. This report in digital format shall be furnished to the Resident Representative before noon on the following day accompanied by subcontractor's daily reports and sufficient color photographs to document the relevant activities and progress that day

SP 12 Definitions

ALLOWANCES shall mean the establishment of cash allowances in the GMP for portions of the work that cannot be specified with sufficient particularity to estimate at the time of contracting. This includes primarily items that have not yet been designed, chosen, or other specific characteristics have not been determined. When the actual costs of allowance items are known, the differences from the specified allowances should be adjusted by means of a change order. If the net cost (including shipping and taxes) exceeds the allowance, the excess is to be charged to the owner by an additive change order or, when it is less, by a deductive change order.

CONTRACTOR CONTINGENCY shall mean an amount included in the construction budget to cover the cost of unforeseen factors related to construction. The contractor shall have full control of the contingency and shall be able to use it as needed. Contractor shall keep the owner informed of how much of the contingency has been used and for what purpose. Any remaining contingency will revert to the owner and will be adjusted by means of a deductive change order prior to final payment.



City of Valdez Special Provisions

Project: Kelsey Dock Phase II Project Number: 19-310-9513 / Contract Number: 1516

FIELD LABOR shall mean, in addition to items as defined in the general conditions, standard rates cover costs related to safety, quality control, small tools, and overhead applicable to the self-performance by the General Contractors crews.

SP 13 Owner

Owner will provide information so that the Contractor can confirm the funding for the project has been secured.

Owner will provide all permits and provide a refund to the Contractor all Fire Marshal Plan check fees. Owner will provide all Special Inspections and pay for all inspection and testing costs.

When unforeseen conditions or work outside the scope upon which the GMP has been established are discovered, the Contractor will notify the Owner and present a cost proposal to the Owner for review and approval.

SP 14 General Contractor and/or Construction Manager Rates

President -	\$120/ Per Hour
Construction Manager -	\$104/ Per Hour
Sr. Project Manager -	\$ 88/ Per Hour
Assist Project Manager -	\$ 85/ Per Hour
Contract Administrator -	\$ 54/ Per Hour
Accounting Manager -	\$ 78/ Per Hour
Accounting Support -	\$ 40/ Per Hour

SP 15 Time of Completion

All work shall be completed in accordance with the Contract Documents as follows:

Package A – Substantial Completion deadline is August 15, 2020

Package B – Substantial Completion deadline is June 15, 2020

Package C – Substantial Completion deadline is August 15, 2020

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) can occupy or use the structure or that which is the subject of the contract, for its' intended use.



**City of Valdez
Special Provisions**

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

SP 16 Insurance

At the date and approval by the Owner (City) that substantial completion has been met the Owner's General Liability Policy will replace the Contractor's Builder's Risk Insurance.

SP 17 Warranty

The Contractor will provide a minimum one year warranty from the date of substantial completion on all Contractor and Subcontractor supplied materials, labor and services provided.

SP 18 Closeout

The Contractor will provide a minimum one year warranty from the date of substantial completion on all Contractor and Subcontractor supplied materials, labor and services provided.

Tax Clearances

Upon completion of the project, the Contractor shall grant permission to the Alaska Department of Labor and Workforce Development to provide the Owner with clearance that all Payroll Taxes have been paid by the Contractor and all Subcontractors that have worked on the project.

In addition, the Contractor shall grant permission to the Alaska Department of Revenue to provide the Owner with clearance that all Corporate Taxes have been paid by the Contractor.

Certified Payroll

The Contractor shall provide the Owner with an approved Notice of Completion from the Alaska Department of Labor and Workforce Development upon completion of the project.

Per ADOLWD directive, a portion of the final payment shall be retained by the Owner until such time as an approved Notice of Completion is received. This standard shall also be applied to include the Payroll and Corporate tax clearances.



**City of Valdez
Special Provisions**

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

Release of Liens

Following final payment of the contract, the Contractor shall provide the Owner with a Release of Liens removing all claims the Owner.

Consent of Surety

Following final payment of the contract where Payment and Performance bonds have been issued, the Contractor shall in addition provide the Owner with a Consent of Surety.

Maintenance, Operation, Ownership of the Completed Project

The Contractor shall provide project documentation required to establish an effective facility management and preventative maintenance program that satisfies the requirements of AS 14.11.011(b)(4).



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

Table of Contents

<u>Division</u>	<u>Title</u>	<u>Page No.</u>
Division 10	Standard General Provisions	01
Division 20	Earthworks	63
Division 30	Concrete	135
Division 40	Asphalt	174
Division 50	Sanitary Sewers Systems	235
Division 55	Storm Drains	281
Division 60	Water Systems	312
Division 65	Construction Surveys	370
Division 70	Miscellaneous	389
Division 75	Landscaping	446
Division 90	Details	484



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

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



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Kelsey Dock Phase II
Project Number: 19-310-9513 / Contract Number: 1516**

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

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

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

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.



Laborers' & Mechanics' Minimum Rates of Pay

Effective May 1, 2019
Issue 38

- This page intentionally left blank -



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

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

May 1, 2019

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 for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective May 1, 2019.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of May 11, 2019, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A blue ink signature of Dr. Tamika L. Ledbetter, written in a cursive style.

Dr. Tamika L. Ledbetter
Commissioner

- This page intentionally left blank -

Table of Contents

Excerpts from Alaska Law

Sec. 36.05.005. Applicability.....	iv
Sec. 36.05.010. Wage rates on public construction.	iv
Sec. 36.05.040. Filing schedule of employees, wages paid and other information	iv
Sec. 36.05.045. Notice of work and completion; withholding of payment	iv
Sec. 36.05.060. Penalty for violation of this chapter	v
Sec. 36.05.070. Wage rates in specifications and contracts for public works	v
Sec. 36.05.080. Failure to pay agreed wages.....	v
Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts	v
Sec. 36.05.900. Definition.. ..	vi

Excerpts from Alaska Administrative Code

8 AAC 30.051. Purpose	vi
8 AAC 30.052. Board and lodging; remote sites	vi
8 AAC 30.054. Per diem instead of board and lodging	vi
8 AAC 30.056. Alternative arrangement.....	vii
8 AAC 30.900. General definitions (selected excerpts).....	vii

Additional Information

Per Diem	vii
Laborer Classification Clarification.....	viii
Apprentice Rates.....	ix
Fringe Benefit Plans.....	ix
Special Prevailing Wage Rate Determination.....	ix
Alaska Employment Preference Information.....	x
Labor Standards and Safety Notice Requests	xi
Debarment List	xi

Wage Rates Pages 1-26

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

Photo By: Sgt. Ian Leones. Courtesy of the United States Marine Corps. Safety Note: Potential safety issues include making sure the vehicle and equipment are secured from inadvertent movement while work is performed. Gloves and eye protection would help reduce the chances of injuries while performing this type of work.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

- (2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and
- (3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

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

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

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

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

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

In this chapter and in AS 36

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

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

ADDITIONAL INFORMATION

PER DIEM

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

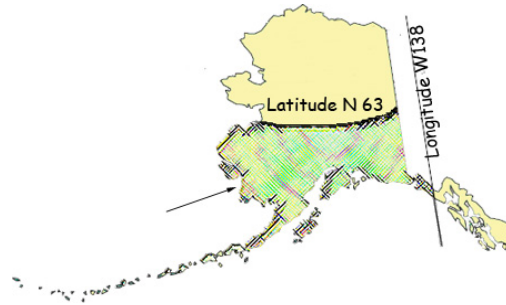
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054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

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

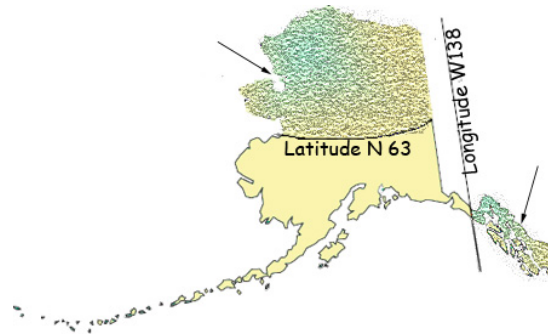
LABORER CLASSIFICATION CLARIFICATION

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

S1201-
S1206



N1201-
N1206



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: statewide.wagehour@alaska.gov

DEPARTMENT OF LABOR and 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, 2017, and remains in effect through June 30, 2019. This determination will be applied to projects with a bid submission deadline on or after July 1, 2017 and to projects previously covered by the 2015 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 and 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:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Tim Banach, Individual
Boulder Creek Electric

Debarment Expires

February 23, 2021
February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

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

Boilermakers

*See per diem note on last page

A0101	Boilermaker (journeyman)	46.13	8.57	16.42	1.65	VAC 3.50 SAF 0.34	76.61
--------------	--------------------------	-------	------	-------	------	------------------------------------	-------

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	40.81	9.83	8.50	0.55	L&M 0.15 0.74	60.58
--------------	------------	-------	------	------	------	-----------------------------	-------

Bricklayer

Marble or Stone Mason

Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)

Terrazzo Worker

Tile Setter

A0202	Tuck Pointer Caulker	40.81	9.83	8.50	0.55	L&M 0.15 0.74	60.58
--------------	----------------------	-------	------	------	------	-----------------------------	-------

Cleaner (PCC)

A0203	Marble & Tile Finisher	34.79	9.83	8.50	0.55	L&M 0.15 0.74	54.56
--------------	------------------------	-------	------	------	------	-----------------------------	-------

Terrazzo Finisher

A0204	Torginal Applicator	38.83	9.83	8.50	0.55	L&M 0.15 0.74	58.60
--------------	---------------------	-------	------	------	------	-----------------------------	-------

Carpenters, Statewide

*See per diem note on last page

A0301	Carpenter (journeyman)	38.34	10.08	14.63	0.95	L&M 0.10 SAF 0.10	64.20
--------------	------------------------	-------	-------	-------	------	--	-------

Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

*See per diem note on last page

N0401	Group I, including:	38.13	8.70	11.80	1.18	L&M 0.10	59.91
--------------	---------------------	-------	------	-------	------	---------------------	-------

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
Cement Masons, Region I (North of N63 latitude)								
*See per diem note on last page								
N0401	Group I, including:	38.13	8.70	11.80	1.18	L&M		59.91
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
N0402	Group II, including:	38.13	8.70	11.80	1.18	L&M		59.91
	Form Setter							
N0403	Group III, including:	38.13	8.70	11.80	1.18	L&M		59.91
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
N0404	Group IV, including:	38.13	8.70	11.80	1.18	L&M		59.91
	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							
N0405	Group V, including:	38.13	8.70	11.80	1.18	L&M		59.91
	Plasterer							
Cement Masons, Region II (South of N63 latitude)								
*See per diem note on last page								
S0401	Group I, including:	37.88	8.70	11.80	1.18	L&M		59.66

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

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

Cement Masons, Region II (South of N63 latitude)

*See per diem note on last page

							L&M	
S0401	Group I, including:	37.88	8.70	11.80	1.18	0.10		59.66
	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							
							L&M	
S0402	Group II, including:	37.88	8.70	11.80	1.18	0.10		59.66
	Form Setter							
							L&M	
S0403	Group III, including:	37.88	8.70	11.80	1.18	0.10		59.66
	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							
							L&M	
S0404	Group IV, including:	37.88	8.70	11.80	1.18	0.10		59.66
	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							
							L&M	
S0405	Group V, including:	37.88	8.70	11.80	1.18	0.10		59.66
	Plasterer							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers							
A0501	Baker/Cook	28.37	7.40	6.97		LEG 0.07	42.81
A0503	General Helper	25.05	7.40	6.97		LEG 0.07	39.49
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	28.97	7.40	6.97		LEG 0.07	43.41
A0505	Head Housekeeper	25.45	7.40	6.97		LEG 0.07	39.89
	Head Kitchen Help						
Dredgemen							
*See per diem note on last page							
A0601	Assistant Engineer	39.76	10.00	12.50	1.00	L&M 0.10	0.05 63.41
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.60	10.00	12.50	1.00	L&M 0.10	0.05 62.25
A0603	Fireman	39.04	10.00	12.50	1.00	L&M 0.10	0.05 62.69
A0605	Leverman Clamshell	42.29	10.00	12.50	1.00	L&M 0.10	0.05 65.94
A0606	Leverman Hydraulic	40.53	10.00	12.50	1.00	L&M 0.10	0.05 64.18
A0607	Mate & Boatman	39.76	10.00	12.50	1.00	L&M 0.10	0.05 63.41
A0608	Oiler (dredge)	39.04	10.00	12.50	1.00	L&M 0.10	0.05 62.69
Electricians							
*See per diem note on last page							
A0701	Inside Cable Splicer	40.03	13.64	13.84	0.95	L&M 0.20	LEG 0.15 68.81

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Electricians							
*See per diem note on last page							
						L&M	LEG
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	39.70	13.64	14.08	0.95	0.20	0.15 68.72
						L&M	LEG
A0703	Power Cable Splicer	56.05	13.64	18.87	0.95	0.20	0.15 89.86
						L&M	LEG
A0704	Tele Com Cable Splicer	49.28	13.64	16.13	0.95	0.20	0.15 80.35
						L&M	LEG
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	54.30	13.64	18.82	0.95	0.20	0.15 88.06
						L&M	LEG
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	47.53	13.64	16.08	0.95	0.20	0.15 78.55
						L&M	LEG
A0707	Straight Line Installer - Repairman	47.53	13.64	16.08	0.95	0.20	0.15 78.55
						L&M	LEG
A0708	Powderman	52.30	13.64	18.76	0.95	0.20	0.15 86.00
						L&M	LEG
A0710	Material Handler	26.57	13.07	4.80	0.15	0.15	0.15 44.89
						L&M	LEG
A0712	Tree Trimmer Groundman	27.54	13.64	12.23	0.15	0.15	0.15 53.86
						L&M	LEG
A0713	Journeyman Tree Trimmer	36.21	13.64	12.49	0.15	0.15	0.15 62.79
						L&M	LEG
A0714	Vegetation Control Sprayer	39.66	13.64	12.59	0.15	0.15	0.15 66.34
						L&M	LEG
A0715	Inside Journeyman Communications CO/PBX	38.28	13.64	13.79	0.95	0.20	0.15 67.01

Elevator Workers

*See per diem note on last page

						L&M	VAC
A0802	Elevator Constructor	40.06	15.58	17.51	0.62	0.42	4.44 78.63
						L&M	VAC
A0803	Elevator Constructor Mechanic	57.23	15.58	17.51	0.62	0.42	6.35 97.71

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
Heat & Frost Insulators/Asbestos Workers							
*See per diem note on last page							
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0904	Insulator, Group II	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0905	Fire Stop	38.68	9.24	11.01	1.20	SAF 0.12	60.25
IronWorkers							
*See per diem note on last page							
A1101	Ironworkers, including:	37.90	8.73	21.18	1.57	L&M 0.20 IAF 0.36	69.94
	Bender Operators						
	Bridge & Structural						
	Machinery Mover						
	Ornamental						
	Reinforcing						
	Rigger						
	Sheeter						
	Signalman						
	Stage Rigger						
	Toxic Haz-Mat Work						
	Welder						
A1102	Helicopter	38.90	8.73	21.18	1.57	L&M 0.20 IAF 0.36	70.94
	Tower (energy producing windmill type towers to include nacelle and blades)						
A1103	Fence/Barrier Installer	34.40	8.73	20.93	1.47	L&M 0.20 IAF 0.36	66.09
	Guard Rail Installer						
A1104	Guard Rail Layout Man	35.14	8.73	20.93	1.47	L&M 0.20 IAF 0.36	66.83
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)							
*See per diem note on last page							
N1201	Group I, including:	30.71	8.70	17.31	1.30	L&M 0.20 LEG 0.20	58.42
	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 per diem note on last page

						L&M	LEG	
N1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Burning & Cutting Torch							

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

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

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

*See per diem note on last page

						L&M	LEG	
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Guniting Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							

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

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

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

*See per diem note on last page

						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

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

						L&M	LEG	
N1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68

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

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

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42

Asphalt Worker (shovelman, plant crew)
Brush Cutter
Camp Maintenance Laborer
Carpenter Tender or Helper
Choke Setter, Hook Tender, Rigger, Signalman
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger

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

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

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

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	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							
	Landscafer or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

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

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

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

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42

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

						L&M	LEG	
S1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

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

						L&M	LEG	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)

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

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

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

*See per diem note on last page

						L&M	LEG	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

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

						L&M	LEG	
S1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
S1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68

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

Millwrights

*See per diem note on last page

						L&M		
A1251	Millwright (journeyman)	36.99	10.08	12.28	1.00	0.40	0.05	60.80

						L&M		
A1252	Millwright Welder	37.99	10.08	12.28	1.00	0.40	0.05	61.80

Painters, Region I (North of N63 latitude)

*See per diem note on last page

						L&M		
N1301	Group I, including:	32.29	8.21	12.70	1.08	0.07		54.35

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

						L&M		
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87

Bridge 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
---------------	--	-----	-----	-----	-----	-------	----------	-----

Painters, Region I (North of N63 latitude)

*See per diem note on last page

							L&M	
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							

N1304	Group IV, including:	39.78	8.21	15.23	1.05	0.05		64.32
	Glazier							
	Storefront/Automatic Door Mechanic							

N1305	Group V, including:	29.13	8.21	5.02	0.83	0.07		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Painters, Region II (South of N63 latitude)

*See per diem note on last page

							L&M	
S1301	Group I, including :	30.13	8.21	12.85	1.08	0.07		52.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							

							L&M	
S1302	Group II, including :	31.38	8.21	12.85	1.08	0.07		53.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region II (South of N63 latitude)								
*See per diem note on last page								
S1303	Group III, including :	31.48	8.21	12.85	1.08	L&M		53.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	39.99	8.21	14.27	1.08	L&M		63.62
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	29.13	8.21	5.02	0.83	L&M		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Piledrivers								
*See per diem note on last page								
A1401	Piledriver	38.34	10.08	14.63	0.95	L&M		64.20
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	14.63	0.95	L&M		65.20
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	14.63	0.95	L&M		68.51
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) **See note on last page	82.45	10.08	14.63	0.95	L&M		108.31
A1405	Diver (standby) **See note on last page	42.65	10.08	14.63	0.95	L&M		68.51

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Piledrivers								
*See per diem note on last page								
A1406	Dive Tender **See note on last page	41.65	10.08	14.63	0.95	L&M 0.10	IAF 0.10	67.51
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	14.63	0.95	L&M 0.10	IAF 0.10	69.76
Plumbers, Region I (North of N63 latitude)								
*See per diem note on last page								
N1501	Journeyman Pipefitter	41.46	8.25	16.90	1.25	L&M 0.65	S&L	68.51
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1501	Journeyman Pipefitter	39.00	10.33	15.02	1.35	L&M 0.20		65.90
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
*See per diem note on last page								
X1501	Journeyman Pipefitter	38.02	13.37	11.25	2.50	L&M 0.24		65.38
	Plumber							
	Welder							
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	40.53	10.00	12.50	1.00	L&M 0.10	0.05	64.18
	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							

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

Power Equipment Operators

*See per diem note on last page

						L&M		
A1601	Group I, including:	40.53	10.00	12.50	1.00	0.10	0.05	64.18
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	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							
	Off-Road Hauler (including Articulating and Haul Trucks)							
	Operator on Dredges							
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
	Plant Operator (Asphalt & Concrete)							
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
	Remote Controlled Equipment							
	Scraper (through 40 yards)							
	Service Oiler/Service Engineer							

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

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

Power Equipment Operators

*See per diem note on last page

A1601	Group I, including:	40.53	10.00	12.50	1.00	L&M 0.10	0.05	64.18
--------------	---------------------	-------	-------	-------	------	------------------------	------	-------

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
Wate Kote Machine

A1602	Group IA, including:	42.29	10.00	12.50	1.00	L&M 0.10	0.05	65.94
--------------	----------------------	-------	-------	-------	------	------------------------	------	-------

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

A1603	Group II, including:	39.76	10.00	12.50	1.00	L&M 0.10	0.05	63.41
--------------	----------------------	-------	-------	-------	------	------------------------	------	-------

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

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

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

Power Equipment Operators

*See per diem note on last page

A1603	Group II, including:	39.76	10.00	12.50	1.00	0.10	0.05	63.41
--------------	----------------------	-------	-------	-------	------	------	------	-------

Sideboom (cradling rock drill, regardless of size)
 Skidder
 Trenching Machines (under 16 inches)
 Water/Waste Water Treatment Operator

A1604	Group III, including:	39.04	10.00	12.50	1.00	0.10	0.05	62.69
--------------	-----------------------	-------	-------	-------	------	------	------	-------

"A" Frame Trucks, Deck Winches
 Bombardier (tack or tow rig)
 Boring Machine
 Brooms, Power (sweeper, elevator, vacuum, or similar)
 Bump Cutter
 Compressor
 Farm Tractor
 Forklift, Industrial Type
 Gin Truck or Winch Truck (with poles when used for hoisting)
 Hoists, Air Tuggers, Elevators
 Loaders:
 (a) Elevating-Athey, Barber Greene & similar types
 (b) Forklifts or Lumber Carrier (on construction job sites)
 (c) Forklifts, (with tower)
 (d) Overhead & Front End, (under 2-1/2 yards)
 Locomotives: Dinkey (air, steam, gas & electric) Speeders
 Mechanics, Light Duty
 Oil, Blower Distribution
 Posthole Digger, Mechanical
 Pot Fireman (power agitated)
 Power Plant, Turbine Operator, (under 200 k.w.)
 Pumps, Water
 Roller (other than Asphalt)
 Saws, Concrete
 Skid Hustler
 Skid Steer (with all attachments)
 Stake Hopper
 Straightening Machine
 Tow Tractor

A1605	Group IV, including:	32.83	10.00	12.50	1.00	0.10	0.05	56.48
--------------	----------------------	-------	-------	-------	------	------	------	-------

Crane Assistant Engineer/Rig Oiler
 Drill Helper

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

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

Power Equipment Operators

*See per diem note on last page

A1605	Group IV, including:	32.83	10.00	12.50	1.00	L&M		
						0.10	0.05	56.48

Parts & Equipment Coordinator
Spotter
Steam Cleaner
Swamper (on trenching machines or shovel type equipment)

Roofers

*See per diem note on last page

A1701	Roofer & Waterproofer	44.62	11.75	3.41	0.81	L&M		
						0.10	0.03	60.72

A1702	Roofer Material Handler	31.23	11.75	3.41	0.81	L&M		
						0.10	0.03	47.33

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

*See per diem note on last page

N1801	Sheet Metal Journeyman	47.74	10.80	13.11	1.45	L&M		
						0.12		73.22

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

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

*See per diem note on last page

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1801	Sheet Metal Journeyman	42.70	10.80	13.49	1.68	0.43	L&M	69.10
	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							
Sprinkler Fitters								
*See per diem note on last page								
A1901	Sprinkler Fitter	47.25	10.02	15.95	0.52	0.25	L&M	73.99
Surveyors								
*See per diem note on last page								
A2001	Chief of Parties	43.16	10.83	12.14	1.15	0.10	L&M	67.38
A2002	Party Chief	41.57	10.83	12.14	1.15	0.10	L&M	65.79
A2003	Line & Grade Technician/Office Technician/GPS, Drones	40.97	10.83	12.14	1.15	0.10	L&M	65.19
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	38.85	10.83	12.14	1.15	0.10	L&M	63.07
A2006	Chain Person (for crews with more than 2 people)	34.51	10.83	12.14	1.15	0.10	L&M	58.73

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

Truck Drivers

*See per diem note on last page

A2101	Group I, including:	39.94	10.83	12.14	1.15	L&M 0.10	64.16
--------------	---------------------	-------	-------	-------	------	------------------------	-------

Air/Sea Traffic Controllers
Ambulance/Fire Truck Driver (EMT certified)
Boat Coxswain
Captains & Pilots (air & water)
Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
Helicopter Transporter
Liquid Vac Truck/Super Vac Truck
Lowboys (including attached trailers & jeeps up to & including 8 axles)
Material Coordinator or Purchasing Agent
Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
Semi with Double Box Mixer
Tireman, Heavy Duty/Fueler
Water Wagon (250 Bbls and above)

A2102	Group 1A including:	41.21	10.83	12.14	1.15	L&M 0.10	65.43
--------------	---------------------	-------	-------	-------	------	------------------------	-------

Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
Jeeps (driver under load)
Lowboys, including tractor attached trailers & jeeps, 9 axles, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

A2103	Group II, including:	38.68	10.83	12.14	1.15	L&M 0.10	62.90
--------------	----------------------	-------	-------	-------	------	------------------------	-------

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
*See per diem note on last page								
A2103	Group II, including:	38.68	10.83	12.14	1.15	0.10	L&M	62.90
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
A2104	Group III, including:	37.86	10.83	12.14	1.15	0.10	L&M	62.08
	Boom Truck/Knuckle Truck (up to & including 5 tons)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
	Expeditor (electrical & pipefitting materials)							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Greaser - Shop							
	Semi or Truck & Trailer							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10	L&M	61.50
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Cement Spreader, Dry							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							

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

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

Truck Drivers

*See per diem note on last page

							L&M	
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10		61.50

Rigger (air/water/oilfield)
Tireman, Light Duty
Track Truck Equipment
Truck Vacuum Sweeper
Warehouseperson
Water Truck (Below 250 Bbls)
Water Truck (straight)
Water Wagon, Semi

							L&M	
A2106	Group V, including:	36.52	10.83	12.14	1.15	0.10		60.74

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

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

*See per diem note on last page

							L&M	LEG	
N2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20		61.49

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

							L&M	LEG	
N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20		62.59

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

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

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

*See per diem note on last page

						L&M	LEG	
N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59

Burning & Cutting Torch
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Concrete Laborer
 Floor Preparation, Core Drilling
 Jackhammer/Chipping Gun or Pavement Breaker
 Laser Instrument Operator
 Nozzlemen, Pumpcrete or Shotcrete
 Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58

Miner
 Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19

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

						L&M	LEG	
N2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65

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

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

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49

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

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

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

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

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49
	Tunnel Track Laborer							
						L&M	LEG	
S2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
S2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58
	Miner							
	Retimberman							
						L&M	LEG	
S2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
						L&M	LEG	
S2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Stake Hopper							

Tunnel Workers, Power Equipment Operators

*See per diem note on last page

						L&M		
A2207	Group I	44.58	10.00	12.50	1.00	0.10	0.05	68.23
						L&M		
A2208	Group IA	46.52	10.00	12.50	1.00	0.10	0.05	70.17

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Tunnel Workers, Power Equipment Operators								
*See per diem note on last page								
		L&M						
A2209	Group II	43.74	10.00	12.50	1.00	0.10	0.05	67.39
		L&M						
A2210	Group III	42.94	10.00	12.50	1.00	0.10	0.05	66.59
		L&M						
A2211	Group IV	36.11	10.00	12.50	1.00	0.10	0.05	59.76

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

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

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