

Invitation to Bid

Project: 2023 Miscellaneous Roadway Repairs

Release: May 18, 2023

Last day for Questions: May 25, 2023 by 10:00am

Bids Due Date: June 1, 2023, no later than 10:00am

Kenai City Hall

210 Fidalgo Avenue

Kenai, AK 99611

ATTN: Director of Public Works

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Advertisement for Bid

Project Name: 2023 Misc. Roadway Repairs

Release: May 18, 2023

Last Day for Questions: No later than 10:00am May 25, 2023

Bid Due Date and Time: No later than 10:00am June 1, 2023 at City Hall

Scope of Work: The 2023 Misc. Roadway Repairs Project will repair settlement issues at nine locations within the City. The repairs require saw cutting of existing asphalt, excavation and replacement of failed sub-base material, compaction of new gravel to engineered grade, and installation of new asphalt. Work is required to be completed during the 2023 summer season.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to publicworks@kenai.city.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Public Works Department at the address above or emailed electronically to scurtin@kenai.city Bid documents can be obtained on the City of Kenai website at www.kenai.city or at City Hall for a non-refundable fee of \$30.00 including sales tax for each set of documents.

This contract will be subject to the provisions of the State of Alaska Title 36 Wage and Hour Administration Pamphlet Statutes and Regulations and will require 100% performance and payment bonds.

Publish: Anchorage Daily News – May 18, 2023 or 1st date after

Peninsula Clarion - May 18, 2023 or 1st date after

CITY OF KENAI INSTRUCTIONS TO BIDDER

1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Public Works Department Administrative Assistant by phone (907) 283-8236 or by email at PublicWorks@kenai.city.

Project: 2023 Misc. Roadway Repairs

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2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute. City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

4. CONDITIONS AFFECTING THE WORK

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to PublicWorks@kenai.city.

5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds \$100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to PublicWorks@kenai.city. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

9. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words "No Charge" in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder's company name, and the "Project Name" and "Bid Due Date" specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
 - o Bid Form
 - Tax Compliance Certificate
 - Applicable Licenses
 - Non-Collusion Affidavit
 - o Bid Bond with Power of Attorney (If bid exceeds \$100,000.00)
- Bids received without all the required documents may be considered non-responsive.
 Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available.
 Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at publicworks@kenai.city and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does <u>not</u> identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
 - CORRECT Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
 - CORRECT Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
 - INCORRECT Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

14. AWARD OF AGREEMENT

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

- (a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.
- (b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.
- (c) The protest appeal must be in writing and shall include the following information:
- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;

- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.
- (d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.
- (e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.
- (f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.
- (g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.
- (h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.
- (i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure. (Ord. 2852-2015)

18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

19. Insurance Requirements

Please see Section 7.2 of the General Conditions for full detail of Insurance Requirements. Contractor will be required to provide an Insurance Certificate at time of contract in compliance of the requirements.

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CITY OF KENAI BID FORM

Public Works Department 210 Fidalgo Avenue Kenai, Alaska 99611-7794

FROM:

Name of Bidder's Company or Business Entity

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda, Supplemental General Conditions, General Conditions, Drawings and Specifications, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID

- Bid Form
- 2. Tax Compliance Certificate
- 3. Applicable Licenses
- 4. Non-Collusion Affidavit
- 5. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)

DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

- 1. Executed Agreement
- Certificate(s) of Insurances*
- 3. Construction Schedule
- 4. List of Subcontractors
- 5. Performance and Payment Bond
- Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

* Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: Owner anticipates a Notice to Proceed on or before June 16, 2023 with Substantial Completion within 120 Calendar days from NTP.

<u>Liquidated Damages</u>. Liquidated damages will be charged at Three Hundred (\$300.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

BID TABULATION AND SUMMARY

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

BID GUARANTEE: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

EXECUTION OF BID

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I have received the Bid Documents for the Project: 2023 Misc. Roadway Repairs

I have received Addenda No(s). _____ and have included their provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

- 1. To hold my bid open forty-five (45) consecutive calendar days.
- 2. To accept the provisions of the Bid Documents.
- 3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
- 4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.
- 5. To accomplish Substantial Completion as specified above in TIME OF COMPLETION.

\$	
**Please also see the Unit Price Bid Schedu	le; fill out all sections and include with this Bid Form
In the event the Base Bid meets the Owner's b any combination of Base Bid and Additive Alter	oudget for the Work, Owner reserves the right to award to mate that provides the best value to the City.
	s shall exist under the Agreement until the final Agreement o commence work immediately upon full execution of the otice to Proceed.
If provided a Notice of Award, Bidder agrees with the Bid Documents.	to execute and perform the Agreement in accordance
By executing this Bid I certify that I have submitting this bid.	authority to bind the Company or Business Entity
Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Email address

BASE BID TOTAL: (All work as detailed within the plans except for the alternates indicated below)

2023 Miscellaneous Roadway Repairs

CITY OF KENAI - PUBLIC WORKS DEPARTMENT

BID SCHEDULE - SUMMARY	OF ALL INTERSECTIONS FO	R REPATR
DID SCHEDULL - SUMMAR I	OI ALL TIMILIZATORIO I C	W VELNIV

Item Number	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid	
20.09	Remove Pavement	Square Yard	1,944			
20.10a	Unusable Excavation	Cubic Yard	856			
20.21a	Classified Fill and Backfill (Type IIA)	Ton	295			
20.21b	Classified Fill and Backfill (Type III)	Ton	1,307			
20.22	Leveling Course (2" Roadway, 4" Shoulders)	Ton	275			
20.31	Ditch Linear Grading	Linear Foot	75			
20.32	Compaction Control by the Contractor	Lump Sum	1			
40.06	Asphalt Concrete Pavement (Class E, 2" Thickness)	Ton	241			
65.02	Construction Survey Measurement	Lump Sum	1			
70.10	Traffic Markings	Lump Sum	1			
70.12	Traffic Maintenance	Lump Sum	1			
75.03	Topsoil (4" Depth)	Lump Sum	1			
75.04	Seeding (Schedule D)	Lump Sum	1			
90.10	Force Account Work	Conting. Sum	1	\$ 15,000.00	\$ 15,000.00	
90.11	Existing Utilities In Construction Zone	Lump Sum	1			
90.13	Mobilization and Demobilization	Lump Sum	1			
	Total Project Base Bid Estimate:					

Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested. 2	2.) Sign and date. 3.) Submit v	vith solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpora	ition 🗌 Partnershi	o Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
Peninsula Borough? (If yes, please Yes No Kenai Peninsu contracting to do business with th	supply the following account la Borough Code of Ordinan le Kenai Peninsula Borough b	numbers and sign be aces, Chapter 5.28.14 be in compliance with	r personal property within the Kenai elow. If no, please sign below.) 0, requires that businesses/individuals a Borough tax provisions. No contract Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
			In Compliance Notice Compliance
KPB Finance Department (signature	required)	Date	In Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F's BALANCE DUE
			In Compliance 🔲 Not in Compliance
KPB Sales Tax Division (signature rec	- ηuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title) (Date)	

Signature of Applicant (Required)

NON - COLLUSION AFFIDAVIT

(To be executed an	d submitted with Bid Proposal)
l,	of
	of Firm Name
being duly sworn, do depose and state	:
· ·	n of which I am a member, who bid on the Contrac the construction of that certain construction projec
2023 Mis	c. Roadway Repairs
	of Alaska, have not, either directly or indirectly ed in any collusion, or otherwise taken any action in connection with such Contract.
	Signature
	Name
	Title
	Date
ACKNOWL	EDGMENT
STATE OF ALASKA)	
THIRD JUDICIAL DISTRICT)	
The foregoing instrument was acknowle 2023, by	edged before me this day of
	NOTARY PUBLIC for State of Alaska My Commission Expires:

Blank

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
as Principal, and
as Surety, are hereby held and firmly bound unto
as the OWNER, in the penal sum of
Signed thisday of, 2023. The Principal has submitted to
, a certain BID, attached hereto and hereby made a part
hereof, to enter into a contract in writing for the
NOW, THEREFORE,
(a) If said BID shall be rejected, or (b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agree that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.
Principal L.S.)
Surety
By:
IMPORTANT Surety companies executing BONDS must appear on the Treasury

business in the state where the project is located.

Bid Bond

Department's most current list (Circular 570 as amended) and be authorized to transact

Rev 2023-01-16

CITY OF KENAI AGREEMENT BETWEEN OWNER AND CONTRACTOR

MADE AS OF THE _	DAY	OF	_ 2023.
BETWEEN the OWNE	ER:	CITY OF KENAI 210 Fidalgo Avenue Kenai, Alaska 9961	
AND the CONTRACT	OR:		
FOR the PROJECT:	2023 Misc.	Roadway Repairs	
The Owner and Contr	actor agree a	as set forth below.	

ARTICLE 1 THE WORK

The Contractor shall perform all the work required by the contract documents.

ARTICLE 2 ENUMERATION OF THE CONTRACT DOCUMENTS

The additional documents which are specifically incorporated into this Agreement by reference and which form the contract documents are:

- A. Any and all later modifications, change orders, and written interpretations of the contract documents issued by the Owner
- B. This Agreement
- C. Addenda
- D. Supplemental General Conditions (if any)
- E. General Conditions
- F. Drawings and Specifications Provided by Engineer. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.
- G. Drawings and Specifications in the latest edition of the Municipality of Anchorage Standard Specifications (M.A.S.S.) In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided. Contractor is responsible for obtaining the latest edition of the M.A.S.S
- H. The Request for Proposals / Invitation to Bid
- I. The Contractor's bid/proposal.

Any other attachments to this Agreement do not form a part of the Agreement but are for reference or proof of compliance with the requirements of the Agreement, except where the provisions of this Agreement provide such attachments will be or are a part of the Agreement.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the work and to prescribe the terms and conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

* M.A.S.S. is the Municipality of Anchorage Standard Specifications, and Divisions 20 through 80 are hereby incorporated into these Contract Documents. Division 10 is specifically excluded. The Contractor is responsible for checking to ensure they have the most current version. Specifications, drawings, and general provisions provided by the Owner (City of Kenai) or their Agents (Engineers, Architects, or others as appointed by the City) take precedence over the M.A.S.S.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice to Proceed. All work must be substantially completed within <u>120</u> days after the date of the Notice to Proceed. Liquidated damages will be charged against the Contractor as provided below.

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of \$_____ for the successful completion of the specified work.

ARTICLE 5 PROGRESS PAYMENT

Progress payments shall be made per the General Conditions.

ARTICLE 6 FINAL PAYMENT

Final payment shall be made per the General Conditions. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the Contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 7 NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and the Contractor at the following addresses:

CONTRACTOR

OWNER
CITY OF KENAI
Public Works Director
210 Fidalgo Avenue
Kenai. AK 99611

ARTICLE 8 INDEMNIFICATION

No provision in the contract documents lessens, alters, or makes inapplicable the requirement for indemnification stated in the General Conditions or other documents incorporated into the contract by this Agreement.

ARTICLE 9 JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

ARTICLE 10 ATTACHMENTS

In the event there is any difference between an attachment to the original of this Agreement on file with the City of Kenai Public Works Department and any attachment to a copy of the Agreement, the attachments to the original filed with the Public Works Department shall control.

ARTICLE 11 LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Dollars (\$300.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion determined as set out in the Contract Documents. The Owner and Contractor agree that this amount is a reasonable forecast of just compensation for the harm that is caused by the delay.

ARTICLE 12 NO THIRD-PARTY BENEFICIARY

This Agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, Agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

OWNER: CITY OF KENAI		CONTRACTOR:		
Ву:	· · · · · · · · · · · · · · · · · · ·	By:		
Name:		Name:		
Title:		Title:		
STATE OF ALASKA)	STATE OF ALASKA		
THIRD JUDICIAL DISTRICT)ss.))ss. THIRD JUDICIAL DISTRICT)		
THIS IS TO CERTIFY that on this day of, 2023 Terry Eubank, City Manager, City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.		THIS IS TO CERTIFY that on this day of, 2023 (title) being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said corporation.		
NOTARY PUBLIC FOR ALASKA My Commission Expires:		NOTARY PUBLIC FOR ALASKA My Commission Expires:		
Approved by Legal: Approved by Finance:				

PERFORMANCE BOND

(Name o	of Contractor)
(Address	of Contractor)
a (Corporation, Partnership, or Individual)	, hereinafter called Principal, and
(Name	e of Surety)
(Addres	ss of Surety)
hereinafter called Surety, are held and firmly bound u	nto
(Name	e of Owner)
(Addres	ss of Owner)
	Dollars United States, for the payment of which sum well and truly administrators and successors, jointly and severally, firmly
	at whereas, the Principal entered into a certain contract with 202_, a copy of which is hereto attached and made a par
2023 Misc. Roadway Repairs	

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay owner all outlay and expense which the owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect .

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHEREOF, this instru	ument is executed in three (3) co	unterparts, each one of which shall be deemed
an original, this the day of _	, 202	
	(Principal)	(SEAL)
	(Principal	Secretary)
ATTEST:	BY	<u>-</u>
(Witness as to Principal)	(Address)	
(Address)		
	(Surety)	(SEAL)
ATTEST:	BY(<i>F</i>	Attorney-in-Fact)
(Witness as to Surety)		
(Address)		
NOTE: If Contractor is Partnership	, all partners should execute bo	nd.
IMPORTANT: Surety companies exe	ecuting bonds must appear on the Tre	easury Department's most current list (Circular 570 as

PAYMENT BOND

(Name o	of Contractor)
(Address	of Contractor)
a (Corporation, Partnership, or Individual)	, hereinafter called Principal, and
(Nam	e of Surety)
(Addre	ss of Surety)
nereinafter called Surety, are held and firmly bound u	nto
(Name	e of Owner)
(Addre	ss of Owner)
	Dollars e United States, for the payment of which sum well and trul administrators and successors, jointly and severally, firml
	at whereas, the Principal entered into a certain contract witl , 202_, a copy of which is hereto attached and made a par

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of said work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or other-wise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHEREOF, this	instrument is executed in th	ree (3) counterpa	rts, each one of which s	shall be deemed
an original, this the day	ot, 202	·		
		(Principal)		(SEAL)
		(Principal Secreta	nry)	
ATTEST:		BY		
(Witness as to Principal)		(Address)		
(Address)				
		(Surety)	(SEAL))
ATTEST:		BY(Attorney	-in-Fact)	
(Witness as to Surety)		(Address)		
(Address)				
NOTE: If Contractor is Partner	rship, all partners should e:	xecute bond.		
	es executing bonds must appear			st (Circular 570 as

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

PROJECT NAME: 2023 Misc. Roadway Repairs

The undersigned, being first duly sworn, deposes and says:	
1. That pursuant to this contract for project	erials nown ble in nade
2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of form whatsoever to any employee or agent of the City, that he did not rent or purchase equipment or materials from any employee of the City, nor to the best of his knowledge, from agent of any employee of the City, and that he has not made any promise to an employee agent of the City to do or undertake any such action after completion of the subject contract	e any n any ee or
3. Pursuant to the above-described contract and in consideration of the final payment i amount of \$	s the debt, tract,
4. The Contractor shall indemnify, defend, save and hold the City, its elected and apport officers, agents and employees, harmless from any and all claims, demands, suits, or liabil any nature, kind or character including costs, expenses, and attorneys fees resulting Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, subcontractors' performance or failure to perform this Agreement in any way whatsoever. defense and indemnification responsibility includes claims alleging acts or omissions by the or its agents which are said to have contributed to the losses, failure, violations, or dam However, Contractor shall not be responsible for any damages or claim arising from the negligence or willful misconduct of the City, its agents, or employees. Contractor subcontractors shall also not be required to defend or indemnify the City for damage or loss has been found to be attributed to an independent contractor directly responsible to the City of separate written contract.	ity of from and This City nage. sole and

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect. IN WITNESS WHEREOF, this Release has been executed this __day of ______, 2023. (Contractor's signature) Title ACKNOWLEDGMENT STATE OF ALASKA THIRD JUDICIAL DISTRICT THIS IS TO CERTIFY that on this day of , 2023, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ______, who, having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument. Notary Public for Alaska My Commission Expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a

corporate officer other than the one who signs above.)



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PRO	JECT:
CON	TRACT DATE:
CON	TRACTOR:
TO:	CITY OF KENAI, OWNER 210 Fidalgo Avenue Kenai, AK 99611 Attn: Public Works Department
	cordance with the provisions of the above-referenced Contract between Owner, City enai, and Contractor, Surety (insert name and address of Surety),
	hereby consent to and approve of the final payment to Contractor in the amount of, and in the case of Surety, it is further agrees as follows:
repres	In giving this Consent, Surety has made its own investigation to determine her said payment should be made to Contractor and Surety has not relied on any sentation by the City of Kenai or its employees or agents which has induced it to ent to such payment.
2.	Surety agrees that this payment shall not relieve Surety of any of its obligations to

the City of Kenai as set forth in its Labor and Material Payment and Performance Bonds

and Surety waives any and all claims against C to Contractor.	ity of Kenai for wrongful release of funds
IN WITNESS WHEREOF, said Surety Comparation, 20	ny has set its hand this day of
	(Surety)
	(Signature of authorized representative)
	(Printed name and title)
ACKNOWI	LEDGMENT
STATE OF) ss)	
THIS IS TO CERTIFY that on the , Title:	day of, 20
(Surety), being personally known to me or identification, appeared before me and acknowle of the foregoing instrument.	having produced satisfactory evidence of
	Notary Public for
	Notary Public for My Commission Expires:

NOTE TO SURETY: ATTACH PROOF OF POWER OF ATTORNEY OR OTHER DOCUMENTATION DEMOSTRATING SIGNATORY MAY BIND SURETY.

SAMPLE

Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE
The licensee named below holds Alaska Business License Number Covering the period of: through Line of Business:
COMPANY NAME ADDRESS
Owner: NAME OF OWNER
This license shall not be taken as permission to do business in the state without having complied with
The other requirements of the laws of the State of Alaska or of the United States.
Alaska Department of Commerce, Community, and Economic Development Commissioner:
This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.
SAMPLE
No STATE OF ALASKA Effective: Expires: DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT Division of Occupational Licensing
Division of Occupational Licensing
Certifies that
COMPANY NAME
Is a Registered

Specialty

Commissioner:

Blank



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER		CONTACT NAME:	312	
		PHONE (A/C, No. Ext):	FAX (A/C, No):	ic
		E-MAIL ADDRESS:		
		INSURER(S) AI	FFORDING COVERAGE	NAIC #
		INSURER A		:
INSURED		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:		REVISION NUMBER:	
INDICATED. NOTWITH	HAT THE POLICIES OF INSURANCE LISTED BELOW STANDING ANY REQUIREMENT, TERM OR CONDITI ISSUED OR MAY PERTAIN, THE INSURANCE AFFO	ON OF ANY CONTRACT OR OTHE	ER DOCUMENT WITH RESPECT TO	WHICH THIS

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSF	TYPE OF INSURANCE	ADD	SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
(GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	SHAME MADE K OCCUR	х	х	7				MED EXP (Any one person)	\$	5,000
			+-					PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO-								5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO		-					BODILY INJURY (Per person)	\$	<u> </u>
12	ALL OWNED SCHEDULED AUTOS	X	X				a a	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS	-	-					PROPERTY DAMAGE (Per accident)	\$	
								Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,000
	DED TRETENTIONS 10,000				1704-170 July 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 -				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000000				X WC STATU- OTH-		
	ANY PROPRIETOR PARTNER/EXECUTIVE	N/A				i.		E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1	_			pa		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		X					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

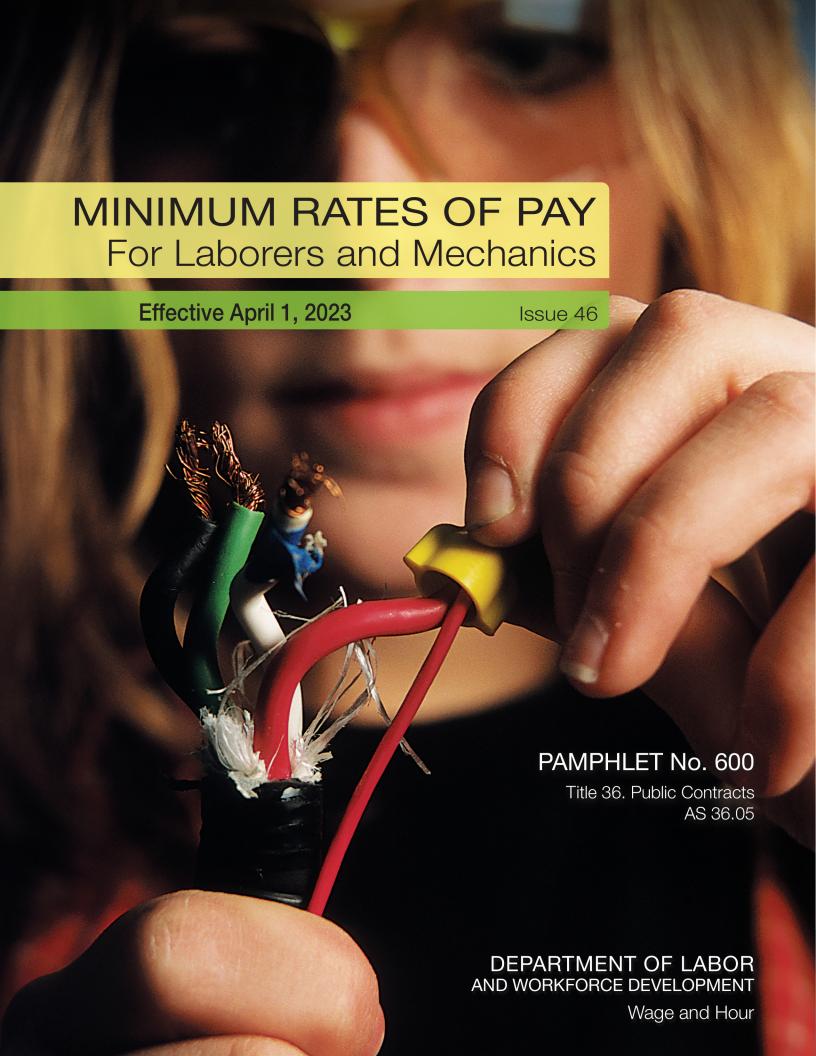
DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PROJECT NAME

Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf or the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project

CERTIFICATE HOLDER	CANCELLATION
City of Kenai	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
210 Fidalgo Ave Kenai, AK 99611	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)







Department of Labor and Workforce Development

Office of the Commissioner

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

April 1, 2023

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2023.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2023, 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 <u>latest</u> wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

Catherine Muñoz Acting Commissioner

To the wine Muinz

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under <u>AS 36.05.010</u>.
- (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 <u>AS 36.05.070.</u>
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

- **8 AAC 30.051. Purpose.** The purpose of 8 AAC 30.052 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.
- **8 AAC 30.052. Board and lodging; remote sites.** (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.
- (b) A contractor is not required to provide board and lodging:
 - (1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or
 - (2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.
- (c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:
 - (1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or
 - (2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.
- **8 AAC 30.054. Per diem instead of board and lodging.** (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:
 - (1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*;
 - (2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*; and

- (3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.
- (b) A contractor may not pay per diem instead of board and lodging on a highway project located
 - (1) west of Livengood on the Elliot Highway, AK-2;
 - (2) on the Dalton Highway, AK-11;
 - (3) north of milepost 20 on the Taylor Highway, AK-5;
 - (4) east of Chicken on the Top of the World Highway; or
 - (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

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

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

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

In this chapter and in AS 36

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

ADDITIONAL INFORMATION

PER DIEM

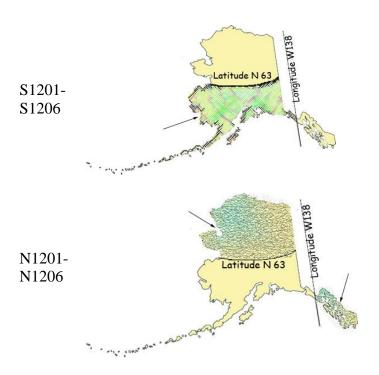
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of <u>8 AAC 30.020(c)</u>, 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 <u>8 AAC 30.025</u> (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 <u>8 AAC 30.050(a)</u> of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner <u>at least 30 days before the award of the contract</u>. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

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

Requests made pursuant to the above should be addressed to:

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

Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

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

http://law.alaska.gov/pdf/opinions/opinions 2019/19-005 AK-hire.pdf

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

Web site: http://labor.state.ak.us/lss/pamp600.htm

Anchorage	Juneau	Fairbanks
1251 Muldoon Road, Suite 113	PO Box 111149	Regional State Office Building
Anchorage, Alaska 99504-2098	Juneau, Alaska 99811	675 7 th Ave., Station J-1
Phone: (907) 269-4900	Phone: (907) 465-4842	Fairbanks, Alaska 99701-4593
		Phone: (907) 451-2886
Email:	Email:	Email:
statewide.wagehour@alaska.gov	statewide.wagehour@alaska.gov	statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

<u>AS 36.05.090(b)</u> 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.

<u>Company Name</u> <u>Debarment Expires</u>

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other I	Benefits	THR
<mark>Boilern</mark>	nakers						
* (See per diem note on last page						
A0101	Boilermaker (journeyman)	48.15 8.57	18.40	2.15	VAC 4.25	SAF 0.34	81.86
Brickla	yers & Blocklayers						
* (See per diem note on last page						
A0201	Blocklayer	42.01 9.00	10.20	0.62	L&M 0.20		62.03
	Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter						
A 0.2.02 '	Tuck Pointer Caulker	42.01 9.00	10.20	0.62	L&M 0.20		62.03
	Cleaner (PCC)				L&M		
A0203	Marble & Tile Finisher	35.84 9.00	10.20	0.62	0.20		55.86
	Terrazzo Finisher Torginal Applicator	35.84 9.00	10.20	0.62	L&M 0.20		55.86
Carnen	ters, Region I (North of 63 latitude)						
_	See per diem note on last page						
N0301	Carpenter (journeyman)	43.34 10.35	15.82	1.75	L&M 0.20	SAF 0.20	71.66
	Lather/Drywall/Acoustical						
-	See per diem note on last page						
S0301	Carpenter (journeyman)	43.34 10.35	16.36	1.75	L&M 0.20	SAF 0.20	72.20
	Lather/Drywall/Acoustical						
	t Masons See per diem note on last page						

Class Code	Classification of Laborers & Mechanics	BHR H	&W PE	N TRN	Other Bend	efits THR
Cemer	nt Masons					
*	See per diem note on last page					
					L&M	
A0401	Group I, including:	44.43 8	.80 11.3	30 1.53	0.10	66.66
	Application of Sealing Compound					
	Application of Underlayment					
	Building, General					
	Cement Finisher					
	Cement Mason (journeyman)					
	Concrete					
	Concrete Paving					
	Concrete Polishing					
	Concrete Repair					
	Curb & Gutter, Sidewalk					
	Curing of All Concrete					
	General Concrete Pour Tender					
	Grouting & Caulking of Tilt-Up Panels					
	Grouting of All Plates					
	Patching Concrete					
	Screed Pin Setter					
	Screeder or Rodder					
	Spackling/Skim Coating					
					L&M	
A0402	Group II, including:	44.43 8	.80 11.	30 1.53	0.10	66.66
	Form Setter					
	1 of the Sector				L&M	
A0403	Group III, including:	44.43 8	.80 11.3	30 1.53		66.66
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)					
	Curb & Gutter Machine Floor Grinder					
	Pneumatic Power Tools					
	Power Chipping & Bushing					
	Sand Blasting Architectural Finish					
	Screed & Rodding Machine Operator					
	Troweling Machine Operator (all concrete surfaces)					
	Trowering machine operator (an concrete surfaces)				L&M	
A 0404	Group IV, including:	44.43 8	80 11 3	80 1 53	0.10	66.66

Acoustical or Imitation Acoustical Finish

Application of All Composition Mastic

Application of All Epoxy Material

Application of All Plastic Material

Finish Colored Concrete

Gunite Nozzleman

Hand Powered Grinder

Class Code	Classification of Laborers & Mechanics	BHR H&V	V PEN	TRN	Other Benefits	THR
<mark>Ceme</mark> i	nt Masons					
;	*See per diem note on last page					
					L&M	
A0404	Group IV, including:	44.43 8.80	11.80	1.53	0.10	66.66
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile					
	Tunnel Worker					
A0405	Group V, including:	44.43 8.80	11.80	1.53	L&M 0.10	66.66
	Casting and finishing					
	EIFS Systems					
	Finishing of all interior and exterior plastering					
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)					
	Gypsum, Portland Cement					
	Kindred material and products					
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry					
	Overcoating and maintenance of interior/exterior plaster surfaces					
	Plasterer					
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")					
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster					
Culina	ary Workers					
A0501	Baker/Cook	29.95 7.53	8.68		LEG	46.16
110001	Dunck Cook	23130 7100	0.00			.0.10
10502	Comment Helmon	25.92 7.53	0.60		LEG	42.02
A0503	General Helper	25.82 7.53	8.68			42.03
	Housekeeper					
	Janitor					
	Kitchen Helper					
					LEG	
A0504	Head Cook	29.95 7.53	8.68			46.16
					LEG	
A0505	Head Housekeeper	26.20 7.53	8.68			42.41
	Head Kitchen Help					
D I	•					
Dredg						
	*See per diem note on last page					

A0601 Assistant Engineer Craneman

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

74.21

0.05

L&M

0.10

46.91 11.40 14.75 1.00

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other l	Benefits	THR
<mark>Dredg</mark>						
*	See per diem note on last page					
<u>A0601</u>	Assistant Engineer	46.91 11.40 14.75	1.00	L&M 0.10	0.05	74.21
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder					
<u>A0602</u>	Assistant Mate (deckhand)	45.65 11.40 14.75	1.00	L&M 0.10	0.05	72.95
A0603	Fireman	46.13 11.40 14.75	1.00	L&M 0.10	0.05	73.43
A0605	Leverman Clamshell	49.64 11.40 14.75	1.00	L&M 0.10	0.05	76.94
A0606	Leverman Hydraulic	47.74 11.40 14.75	1.00	L&M 0.10	0.05	75.04
<u>A0607</u>	Mate & Boatman	46.91 11.40 14.75	1.00	L&M 0.10	0.05	74.21
<u>A0608</u>	Oiler (dredge)	46.13 11.40 14.75	1.00	L&M 0.10	0.05	73.43
Electri	icians See per diem note on last page					
	Inside Cable Splicer	44.44 14.40 14.22	0.95	L&M 0.25	LEG 0.15	74.41
<u>A0702</u>	Inside Journeyman Wireman, including:	44.44 14.40 14.22	0.95	L&M 0.25	LEG 0.15	74.41
	Technicians (including use of drones in electrical construction)					
<u>A0703</u>	Power Cable Splicer	65.19 14.40 19.15	0.95	L&M 0.25		100.09
<u>A0704</u>	Tele Com Cable Splicer	52.53 14.40 17.98	0.95	L&M 0.25	LEG 0.15	86.26
<u>A0705</u>	Power Journeyman Lineman, including:	63.44 14.40 19.09	0.95	L&M 0.25	LEG 0.15	98.28
	Power Equipment Operator Technician (including use of drones in electrical construction)					
<u>A0706</u>	Tele Com Journeyman Lineman, including:	50.78 14.40 17.92	0.95	L&M 0.25	LEG 0.15	84.45

Technician (including use of drones in telecommunications construction)

Tele Com Equipment Operator

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
Electri	Scians See per diem note on last page					
A0707	Straight Line Installer - Repairman	50.78 14.40 17.92	2 0.95	L&M 0.25		84.45
<u>A0708</u>	Powderman	61.44 14.40 19.03	0.95	L&M 0.25		96.22
<u>A0710</u>	Material Handler	28.07 14.02 5.84	0.15	L&M 0.15	LEG 0.15	48.38
A0712	Tree Trimmer Groundman	31.78 14.40 14.30	0.15	L&M 0.15	LEG 0.15	60.93
A0713	Journeyman Tree Trimmer	40.71 14.40 14.57	0.15	L&M 0.15	LEG 0.15	70.13
A0714	Vegetation Control Sprayer	44.26 14.40 14.68	3 0.15	L&M 0.15	LEG 0.15	73.79
<u>A0715</u>	Inside Journeyman Communications CO/PBX	44.44 14.40 14.22	2 0.95	L&M 0.25	LEG 0.15	74.41
	or Workers See per diem note on last page					
	see per diem note on last page			L&M	VAC	
A0802	Elevator Constructor	46.08 16.07 20.56	0.70	1.00		89.52
A0803	Elevator Constructor Mechanic	65.83 16.07 20.56	6 0.70	L&M 1.00	VAC 7.30	111.46
	& Frost Insulators/Asbestos Workers					
-	See per diem note on last page			TAE	T 3/1	
A0902	Asbestos Abatement-Mechanical Systems	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
A0903	Asbestos Abatement/General Demolition All Systems	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
A0904	Insulator, Group II	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
<u>A0905</u>	Fire Stop	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
	orkers					
>	See per diem note on last page					
A1101	Ironworkers, including:	41.49 9.91 24.95	0.77	L&M 0.20	IAF 0.24	77.56

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other I	Benefits	THR
<mark>IronW</mark>	orkers						
*	See per diem note on last page						
<u>A1101</u>	Ironworkers, including:	41.49 9.91	24.95	0.77	L&M 0.20	IAF 0.24	77.56
	Bender Operators						
	Bridge & Structural						
	Hangar Doors						
	Hollow Metal Doors						
	Industrial Doors						
	Machinery Mover						
	Ornamental						
	Reinforcing						
	Rigger						
	Sheeter						
	Signalman						
	Stage Rigger						
	Toxic Haz-Mat Work						
	Welder						
A1102	Helicopter	42.49 9.91	24.95	0.77	L&M 0.20	IAF 0.24	78.56
	•						
	Helicopter (used for rigging and setting)						
	Tower (energy producing windmill type towers to include nacelle and blades)						
A1103	Fence/Barrier Installer	37.99 9.91	24.95	0.77	L&M 0.20	IAF 0.24	74.06
					T 0 N/I	LAE	
A1104	Guard Rail Layout Man	38.73 9.91	24 95	0.77	L&M 0.20	IAF 0.24	74.80
711101	Guara Ivan Luyout Ivan	30.73 7.71	2 1.75	0.77	0.20	0.21	7 1.00
. 1105		20.00.001	24.05	0.77	L&M		75.06
A1105	Guard Rail Installer	38.99 9.91	24.95	0.77	0.20	0.24	75.06
Labor	ers (The Alaska areas north of N63 latitude and east of W138 lo	ngitude)					
	See per diem note on last page	ingitude)					
N11201		26.00.0.55	21.16	1.65	L&M	LEG	60.06
N1201	Group I, including:	36.00 9.55	21.16	1.65	0.30	0.20	68.86
	Asphalt Worker (shovelman, plant crew)						
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, curing, grouting,						
	screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						

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

N1201 Group I, including:

36.00 9.55 21.16 1.65 0.30 0.20 68.86

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Burning & Cutting Torch

Watchman (construction projects)

Window Cleaner

L&M LEG

37.00 9.55 21.16 1.65 0.30 0.20 69.86

N1202 Group II, including:

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

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:

37.00 9.55 21.16 1.65 0.30 0.20 69.86

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

0.20

70.76

0.30

37.90 9.55 21.16 1.65

41.78 9.55 21.16 1.65 0.30

N1203 Group III, including: Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

N1204 Group IIIA

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

0.20

74.64

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

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

N1204 Group IIIA 41.78 9.55 21.16 1.65 0.30 0.20 74.64

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 25.57 9.55 21.16 1.65 0.30 0.20 58.43

Final Building Cleanup

Permanent Yard Worker

L&M LEG

N1206 Group IIIB 47.36 5.50 21.16 1.65 0.30 0.20 76.17

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

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

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

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

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

*See per diem note on last page

L&M LEG

68.86

S1201 Group I, including: 36.00 9.55 21.16 1.65 0.30 0.20

Asphalt Worker (shovelman, plant crew)

Brush Cutter

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

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

screeding)

Crusher Plant Laborer

Demolition Laborer

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

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:

36.00 9.55 21.16 1.65 0.30 0.20 68.86

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Watchman (construction projects)

Window Cleaner

L&M LEG

S1202 Group II, including: 37.00 9.55 21.16 1.65 0.30 0.20 69.86

Burning & Cutting Torch

Cement or Lime Dumper or Handler (sack or bulk)

Certified Erosion Sediment Control Lead (CESCL Laborer)

Choker Splicer

Chucktender (wagon, air-track & hydraulic drills)

Concrete Laborer (power buggy, concrete saws, pumperete nozzleman,

vibratorman)

Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

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:

37.00 9.55 21.16 1.65 0.30 0.20 69.86

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

S1203 Group III, including:

37.90 9.55 21.16 1.65 0.30 0.20 70.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

S1204 Group IIIA

41.78 9.55 21.16 1.65 0.30 0.20 74.64

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)

Class							
Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other 1	Benefits	THR
<mark>Labor</mark>	ers (The area that is south of N63 latitude and west of W138 long	gitude)					
,	See per diem note on last page						
S1204	Group IIIA	41.78 9.55	21.16	1.65	L&M 0.30	LEG 0.20	74.64
	Traffic Control Supervisor, DOT Qualified						
S1205	Group IV	25.57 9.55	21.16	1.65	L&M 0.30	LEG 0.20	58.43
	Final Building Cleanup Permanent Yard Worker						
<u>S1206</u>	Group IIIB	47.36 5.50	21.16	1.65	L&M 0.30	LEG 0.20	76.17
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)						
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper						
Millw	- -						
,	*See per diem note on last page						
A1251	Millwright (journeyman)	46.48 10.35	12.87	1.10	L&M 0.40	0.05	71.25
<u>A1252</u>	Millwright Welder	47.48 10.35	12.87	1.10	L&M 0.40	0.05	72.25
	rs, Region I (North of N63 latitude) *See per diem note on last page						
N1301	Group I, including:	36.08 9.27	15.10	1.08	L&M 0.07		61.60
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll						
N1302	Group II, including:	36.60 9.27	15.10	1.08	L&M 0.07		62.12
	Bridge Painter Epoxy Applicator General Drywall Finisher Hand/Spray Texturing Industrial Coatings Specialist						

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Painte	ers, Region I (North of N63 latitude)	
,	*See per diem note on last page	
N1302	Group II, including:	L&M 36.60 9.27 15.10 1.08 0.07 62.12
	Machine/Automatic Taping	
	Pot Tender	
	Sandblasting	
	Specialty Painter	
	Spray	
	Structural Steel Painter	
	Wallpaper/Vinyl Hanger	
N1304	Group IV, including:	42.74 9.27 18.21 1.05 0.05 71.32
	Glazier	
	Storefront/Automatic Door Mechanic	
N1305	Group V, including:	39.86 9.27 5.00 1.10 0.10 55.33
	Carpet Installer	
	Floor Coverer	
	Heat Weld/Cove Base	
	Linoleum/Soft Tile Installer	
N1306	Group VI, including:	50.44 10.23 5.00 1.10 0.10 66.87
	Traffic Control Striper	
Painte	ers, Region II (South of N63 latitude)	
;	*See per diem note on last page	
		L&M
<u>S1301</u>	Group I, including:	33.22 9.27 15.95 1.08 0.07 59.59
	Brush	
	General Painter	
	Hand Taping	
	Hazardous Material Handler	
	Lead-Based Paint Abatement	
	Roll	
	Spray	
<u>S1302</u>	Group II, including:	L&M 34.47 9.27 15.95 1.08 0.07 60.84
	General Drywall Finisher	
	Hand/Spray Texturing	
	Machine/Automatic Taping	

Wallpaper/Vinyl Hanger

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefi	its THR
	ers, Region II (South of N63 latitude)		
	*See per diem note on last page		
<u>S1303</u>	Group III, including:	L&M 34.57 9.27 15.95 1.08 0.07	60.94
	Bridge Painter		
	Epoxy Applicator		
	Industrial Coatings Specialist		
	Pot Tender		
	Sandblasting		
	Specialty Painter		
	Structural Steel Painter		
		L&M	
<u>S1304</u>	Group IV, including:	42.95 9.27 17.25 1.08 0.07	70.62
	Glazier		
	Storefront/Automatic Door Mechanic		
		L&M	
S1305	Group V, including:	39.86 9.27 5.00 1.10 0.10	55.33
	Carpet Installer		
	Floor Coverer		
	Heat Weld/Cove Base		
	Linoleum/Soft Tile Installer		
<u>S1306</u>	Group VI, including:	50.44 10.23 5.00 1.10 0.10	66.87
	Traffic Control Striper		
<mark>Piledr</mark>	ivers		
:	*See per diem note on last page		
		L&M IAI	
A1401	Piledriver	43.34 10.35 15.82 1.75 0.20 0.20	
	Assistant Dive Tender		
	Carpenter/Piledriver		
	Rigger		
	Sheet Stabber		
	Skiff Operator		
	Skiii Opeidioi	L&M IAI	7
A1402	Piledriver-Welder/Toxic Worker	44.34 10.35 15.82 1.75 0.20 0.20	
A 1403	Remotely Operated Vehicle Pilot/Technician	47.65 10.35 15.82 1.75 0.20 0.20	
111703	· ·	77.03 10.33 13.02 1.73 0.20 0.20	13.71
	Single Atmosphere Suit, Bell or Submersible Pilot		
11101	D'- (- 1') **0	L&M IAI	
A1404	Diver (working) **See note on last page	87.45 10.35 15.82 1.75 0.20 0.20	115.77

Class						
Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other E	Benefits	THR
Piledri						
7	See per diem note on last page					
<u>A1405</u>	Diver (standby) **See note on last page	47.65 10.35 15.82	1.75	L&M 0.20	IAF 0.20	75.97
A1406	Dive Tender **See note on last page	46.65 10.35 15.82	1.75	L&M 0.20	IAF 0.20	74.97
A1407	Welder (American Welding Society, Certified Welding Inspector)	48.90 10.35 15.82	1.75	L&M 0.20	IAF 0.20	77.22
	ers, Region I (North of N63 latitude) See per diem note on last page					
	see per diem note on last page					
N1501	Journeyman Pipefitter	46.06 11.75 17.45	1.50	L&M 0.75	S&L	77.51
	Plumber Welder					
Plumb	ers, Region II (South of N63 latitude)					
k	See per diem note on last page					
S1501	Journeyman Pipefitter	41.00 11.88 15.27	1.55	L&M 0.20		69.90
	Plumber Welder					
Plumb	ers, Region IIA (1st Judicial District)					
	See per diem note on last page					
X1501	Journeyman Pipefitter	41.50 13.67 11.75	2.70	L&M 0.24		69.86
	Plumber					
	Welder					
	Equipment Operators See per diem note on last page					
A1601	Group I, including:	47.74 11.40 14.75	1.00	L&M 0.10	0.05	75.04
111001	Asphalt Roller: Breakdown, Intermediate, and Finish Back Filler	11.10	2.00	2.10	2.00	, 5.01

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine Boat Coxswain

Bulldozer

Cableways, Highlines & Cablecars

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

47.74 11.40 14.75 1.00 0.10 0.05 75.04

Cleaning Machine

Coating Machine

Concrete Hydro Blaster

Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))

- (a) Hydralifts or Transporters, (all track or truck type)
- (b) Derricks
- (c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

Drag Scraper, Yarder, and similar types

Drilling Machines, Core, Cable, Rotary and Exploration

Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk,

Curb & Gutter Machine

Grade Checker and/or Line and Grade including Drone

Helicopters

Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle,

Rollagon, Bargecable, Nodwell, & Snow Cat

Hydro Ax, Feller Buncher & similar

Hydro Excavation (Vac-Truck and Similar)

Loaders (2 1/2 yards through 5 yards, including all attachments):

- (a) Forklifts (with telescopic boom & swing attachment)
- (b) Front End & Overhead, (2-1/2 yards through 5 yards)
- (c) Loaders, (with forks or pipe clamp)
- (d) Loaders, (elevating belt type, Euclid & similar types)

Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)

Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer

Micro Tunneling Machine

Mixers: Mobile type with hoist combination

Motor Patrol Grader

Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill

Operator and/or Shield

Off-Road Hauler (including Articulating and Haul Trucks)

Operator on Dredges

Piledriver Engineer, L.B. Foster, Puller or similar paving breaker

Plant Operator (Asphalt & Concrete)

Power Plant, Turbine Operator 200 k.w & over (power plants or

combination of power units over 300 k.w.)

Remote Controlled Equipment

Scraper (through 40 yards)

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

47.74 11.40 14.75 1.00 0.10 0.05 75.04

Service Oiler/Service Engineer

Shot Blast Machine

Shovels, Backhoes, Excavators with all attachments, and Gradealls (3

yards & under)

Sideboom (under 45 tons)

Sub Grader (Gurries & similar types)

Tack Tractor

Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter

Wate Kote Machine

L&M

A1602 Group IA, including:

49.64 11.40 14.75 1.00 0.10 0.05 76.94

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 (finish: when finishing to

final grade and/or to hubs, or for asphalt)

Power Plants (1000 k.w. & over)

Profiler, Reclaimer, and Roto-Mill

Quad

Scrapers (over 40 yards)

Screed

Shovels, Backhoes, Excavators with all attachments (over 3 yards)

Sidebooms (over 45 tons)

Slip Form Paver, C.M.I. & similar types

Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

L&M

A1603 Group II, including:

46.91 11.40 14.75 1.00 0.10 0.05 74.21

Boiler - Fireman

Cement Hogs & Concrete Pump Operator

Conveyors (except those listed in Group I)

Hoists on Steel Erection, Towermobiles & Air Tuggers

Horizontal/Directional Drill Locator

Locomotives, Rod & Geared Engines

Mixers

Screening, Washing Plant

Class
Code

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1603 Group II, including:

46.91 11.40 14.75 1.00 0.10 0.05 74.21

Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

L&M

A1604 Group III, including:

46.13 11.40 14.75 1.00 0.10 0.05 73.43

"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

L&M

A1605 Group IV, including:

39.42 11.40 14.75 1.00 0.10 0.05 66.72

Crane Assistant Engineer/Rig Oiler

Drill Helper

Parts & Equipment Coordinator

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
Power	Equipment Operators					
*	See per diem note on last page					
A 1605	Group IV, including:	39.42 11.40 14.75	1.00	L&M 0.10	0.05	66.72
A1003	Group IV, including.	35.42 11.40 14.73	1.00	0.10	0.03	00.72
	Spotter					
	Steam Cleaner					
	Swamper (on trenching machines or shovel type equipment)					
Roofer	·s					
*	See per diem note on last page					
				L&M		
A1701	Roofer & Waterproofer	47.62 13.75 3.91	0.81	0.10	0.06	66.25
				L&M		
A1702	Roofer Material Handler	34.23 13.75 3.91	0.81	0.10	0.06	52.86

N1801 Sheet Metal Journeyman 50.83 12.25 14.86 1.80 0.12 79.86

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

*See per diem note on last page

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning

ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial

food service equipment

HVAC-R Service Mechanic, servicing and maintaining HVAC-R

Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

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

*See per diem note on last page

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

L&M

Class	
Code	Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

C1 . 3.5 . 1	*** *	T . TT		03760	
Sheet Metal	Workers	Region II	South	of N63	latitudel
Sheet Mictai	VV OI IXCI 39	Tregion II	Douth	01 1 105	iatitude,

*See per diem note on last page

L&M 45.35 12.23 14.70 1.83 0.43

74.54

S1801 Sheet Metal Journeyman

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial food service equipment

HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

Sprinkler Fitters

*See per diem note on last page

A1901 Sprinkler Fitter	54.01 10.55 18.25 0.52	L&M 0.25	83.58
Surveyors			
*See per diem note on last page			
		L&M	
A2001 Chief of Parties	54.50 12.48 13.64 1.20	0.10	81.92
		L&M	
A2002 Party Chief	50.69 12.48 13.64 1.20	0.10	78.11
		L&M	
A2003 Line & Grade Technician/Office Technician/GPS, Drones	47.94 12.48 13.64 1.20	0.10	75.36
		L&M	
A2004 Associate Party Chief (including Instrument Person & Head Chain	45.69 12.48 13.64 1.20		73.11
Person)/Stake Hop/Grademan			

Class Code	Classification of Laborers & Mechanics	BHR H	I&W	PEN	TRN	Other Benefits	THR
<mark>Surve</mark> y	yors						
*	See per diem note on last page						
A2006	Chain Person (for crews with more than 2 people)	41.09 1	2.48	13.64	1.20	L&M 0.10	68.51
	Drivers See per diem note on last page						
A2101	Group I, including:	46.84 1	2.48	13.64	1.20	L&M 0.10	74.26
	Air/Sea Traffic Controllers Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards	l					
	Fueler						
	Helicopter Transporter						
	Liquid Vac Truck/Super Vac Truck						
	Material Coordinator or Purchasing Agent						
	Oil Distributor Truck						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Medium Duty (Truck Tires up to 1200-24")						
	Water Wagon (250 Bbls and above)						
A2102	Group 1A including:	48.19 1	2.48	13.64	1.20	L&M 0.10	75.61

Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)

Jeeps (driver under load)

Lowboys, including tractor attached trailers & jeeps, up to & including

12 axles (over 12 axles or 150 tons to be negotiated)

Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)

L&M A2103 Group II, including: 45.51 12.48 13.64 1.20 0.10 72.93

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

Class Code

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

*See per diem note on last page

L&M

A2103 Group II, including:

45.51 12.48 13.64 1.20 0.10

72.93

Dump Trucks (including articulating end dump, rockbuggy, side dump,

belly dump, & trucks with pups) over 20 yards up to & including 40 yards

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating over 5 tons)

Mechanics

Partsman

Ready-mix (up to & including 12 yards)

Stringing Truck

Turn-O-Wagon or DW-10 (not self loading)

L&M

A2104 Group III, including:

44.64 12.48 13.64 1.20 0.10

72.06

Boom Truck/Knuckle Truck (up to & including 5 tons)

Dump Trucks (including articulating end dump, rockbuggy, side dump,

belly dump, & trucks with pups) over 10 yards up to & including 20 yards

Expeditor (electrical & pipefitting materials)

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating 5 tons & under)

Greaser - Shop

Semi or Truck & Trailer

Thermal Plastic Layout Technician

Traffic Control Technician

Trucks/Jeeps (push or pull)

L&M

A2105 Group IV, including:

44.02 12.48 13.64 1.20 0.10

71.44

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

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: 44.02 12.48 13.64 1.20 0.10 71.44

Grease Truck

Hydro Seeder, Dual Axle

Hyster Operators (handling bulk aggregate)

Loadmaster (air & water operations)

Lumber Carrier

Ready-mix, (up to & including 7 yards)

Rigger (air/water/oilfield)

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

A2106 Group V, including: 43.22 12.48 13.64 1.20 0.10 70.64

Buffer Truck

Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing

Attachments (up to & including 5 tons)

Bus Operator (up to 30 passengers)

Farm Type Rubber Tired Tractor (when material handling or pulling

wagons on a construction project)

Flat Beds, Single Rear Axle

Foam Distributor Truck Single Axle

Fuel Handler (station/bulk attendant)

Gear/Supply Truck

Gravel Spreader Box Operator on Truck

Hydro Seeder, Single Axle

Pickups (pilot cars & all light-duty vehicles)

Rigger

Swamper

Tack Truck (welders/gear)

Team Drivers (horses, mules, & similar equipment)

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

*See per diem note on last page

L&M LEG

N2201 Group I, including: 39.60 9.55 21.16 1.65 0.30 0.20 72.46

Brakeman

Mucker

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

N2201 Group I, including: 39.60 9.55 21.16 1.65 0.30 0.20 72.46

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

L&M

LEG

N2202 Group II, including: 40.70 9.55 21.16 1.65 0.30 0.20 73.56

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: 41.69 9.55 21.16 1.65 0.30 0.20 74.55

Miner

Retimberman

L&M LEG N2204 Group IIIA, including: 45.96 9.55 21.16 1.65 0.30 0.20 78.82

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

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

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

N2206 Group IIIB, including: 52.10 5.50 21.16 1.65 0.30 0.20 80.91

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

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

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

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

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: 39.60 9.55 21.16 1.65 0.30 0.20 72.46

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

S2202 Group II, including: 40.70 9.55 21.16 1.65 0.30 0.20 73.56

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

LEG

LEG

L&M

L&M

S2203 Group III, including: 41.69 9.55 21.16 1.65 0.30 0.20 74.55

Miner

Retimberman

S2204 Group IIIA, including: 45.96 9.55 21.16 1.65 0.30 0.20 78.82

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

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

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

S2206 Group IIIB, including: 52.10 5.50 21.16 1.65 0.30 0.20 80.91

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

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

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

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

L&M

0.10

0.05

78.04

50.74 11.40 14.75 1.00

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	
S2206 Group IIIB, including:	52.10 5.50 21.16 1.65	0.30	0.20	80.91

Stake Hopper

A2210 Group III

State Tropper	
Tunnel Workers, Power Equipment Operators	
*See per diem note on last page	
	L&M
A2207 Group I	52.51 11.40 14.75 1.00 0.10 0.05 79.8
	т оли
	L&M
A2208 Group IA	54.60 11.40 14.75 1.00 0.10 0.05 81.9
	L&M
A2209 Group II	51.60 11.40 14.75 1.00 0.10 0.05 78.9

L&M A2211 Group IV 43.36 11.40 14.75 1.00 0.10 0.05 70.66

^{*} 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.

Shipyard Rates Addendum

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

Class Code		BHR H&W PEN TRN Other Benefits THR
Shipyaro *Se	d Workers ee total hourly(THR) note below	
A2300	Ship Building/Repair Boilermaker	50.35
A2305	Ship Building/Repair Carpenter	50.95
A2310	Ship Building/Repair Crane Operator	45.06
A2315	Ship Building/Repair Electrician	50.42
A2320	Ship Building/Repair Heat & Frost Insulator	84.58
A2325	Ship Building/Repair Laborer	50.95
A2330	Ship Building/Repair Mechanist	50.95
A2335	Ship Building/Repair Operating Engineer	45.06
A2340	Ship Building/Repair Painter	50.95
A2345	Ship Building/Repair Pipefitter	50.95
A2350	Ship Building/Repair Rigger	50.35
A2355	Ship Building/Repair Sheet Metal	50.35
A2360	Ship Building/Repair Shipwright	50.95
A2365	Ship Building/Repair Warehouse	45.06

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

Appendix A

Project Plans and Specifications

CITY OF KENAI – PUBLIC WORKS DEPARTMENT 2023 Miscellaneous Roadway Repairs

MODIFICATIONS AND ADDITIONS TO THE MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS 2015 EDITION

INDEX SECTION 90.1 – PROJECT LOCATION AND SCOPE OF WORK......2 SECTION 90.2 – SPECIFICATIONS, CODES, ORDINANCES, AND STANDARDS2 SECTION 90.6 EXISTING SURVEY MONUMENTS......4 SECTION 90.7 COORDINATION WITH OTHER PROJECTS4 SECTION 90.8 EXISTING STRUCTURES.....4 SECTION 90.9 NON-PAY ITEMS......4 SECTION 90.13 MOBILIZATION AND DEMOBILIZATION6 DIVISION 10 – GENERAL PROVISIONS.......8 DIVISION 20 – EARTHWORK9 SECTION 20.04 – CLEARING AND GRUBBING......9 SECTION 20.12 – DEWATERING......9 SECTION 20.32 – COMPACTION CONTROL BY THE CONTRACTOR11 SECTION 40.06 - ASPHALT CONCRETE PAVEMENT13 DIVISION 75.00 - LANDSCAPING IMPROVEMENTS......14 SECTION 75.03 -TOPSOIL14

MODIFICATIONS AND ADDITIONS TO THE MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS 2015 EDITION

DIVISION 90 – SPECIAL PROVISIONS

SECTION 90.1 – PROJECT LOCATION AND SCOPE OF WORK

Article 1.1 Project Location

All proposed Work is located within the City of Kenai corporate limits and is more particularly located as shown on the design drawings.

The project is located at a total of nine (9) separate intersections spread throughout the City of Kenai. These intersections are: Haller St. and 4th Avenue, Watergate Way and Pirate Ln., Watergate Way and Schooner Cir., Watergate Way and Set Net Dr., VIP Dr. and Set Net Dr., VIP Dr. and Sand Dollar Dr., Eagle Rock Dr. and Tern Pl., Eagle Rock Dr. and Sandpiper Ln, and Silver Salmon Dr. and King Salmon Dr.

Article 1.2 Project Description

The Work included under this Contract consists of furnishing all labor, materials, plants, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the Drawings and Specifications. It shall be the responsibility of the bidder to prepare his/her bid so that all materials shall harmoniously conform to the intent of the Contract Drawings, Specifications, and Special Provisions.

The Contractor will be required to complete in entirety and submit a construction schedule in bar graph form. Below are the schedules of Work that are presented in the Bid Proposal of this Contract, not all inclusive:

- 1. Mobilization
- 2. Removal and disposal of existing asphalt pavement
- 3. Excavation of subbase and deleterious subgrade materials
- 4. Restoration of damaged roadway sections per the Drawings
- 5. Repaving restored regions to match existing asphalt pavement
- 6. Final ditch grading, topsoil, and seeding
- 7. Incidental items of work as shown on the Drawings
- 8. Substantial Completion
- 9. Final Completion/Demobilization

SECTION 90.2 – SPECIFICATIONS, CODES, ORDINANCES, AND STANDARDS

The Contractor shall perform all construction in accordance with the Contract Documents, which include the **Municipality of Anchorage Standard Specifications, 2015 Edition (hereinafter referred to as MASS)**, as herein revised and supplemented. These specifications are available for download at the Municipality of Anchorage website, at the following link:

https://www.muni.org/Departments/project_management/Pages/MASS.aspx

All Work under this Contract shall comply with the Alaska Traffic Manual – Manual on Uniform Traffic Control Devices (MUTCD), with the Alaska supplement latest edition, and the International Building Code, latest edition as adopted by the City of Kenai. When conflicts exist between MASS and MUTCD, the requirements of MASS and these Special Provisions shall govern latest edition and addenda to all applicable codes, ordinances, and standards.

For the purposes of this Contract, "Municipality of Anchorage, MOA or Municipality" shall be interpreted as the "City of Kenai." "AWWU" shall be interpreted as the "City of Kenai Public Works Department." "Anchorage Fire Department" or "AFD" shall be interpreted as "Kenai Fire Department."

SECTION 90.3 – TIME OF COMPLETION

Work under this Contract shall be "substantially complete," as defined by General Condition 8.8, "Substantial Completion" is further defined in the Drawings. Substantial Completion shall be obtained within 120 calendar days from Notice to Proceed.

Final Acceptance of the Work shall be obtained within 30 calendar days of Substantial Completion.

SECTION 90.4 CONTRACTOR WORK AND STORAGE AREAS

The Contractor shall make arrangements for areas and facilities needed by Contractor for the storage of materials, supplies and equipment, parking, and other activities. Security for such areas shall be the sole responsibility of the Contractor. The Contractor shall hold the Owner harmless from all claims or complaints arising from the use of such areas. The Contractor may store equipment within the cleared areas for construction. The Contractor will not be allowed to store equipment within the State right-of-way.

SECTION 90.5 EXISTING SITE CONDITIONS

No test holes or borings were performed for this project and there is consequently no current subsurface data associated with these various project sites.

Neither the City nor the Engineer assumes any responsibility with respect to the sufficiency or accuracy of any past borings, or of the logs of such borings, or of other investigations that have been previously made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Information derived from inspection of past logs of test borings, from topographic maps, or from the Drawings showing locations of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

The Contractor warrants that he has made such additional investigations and tests as may be deemed necessary to determine his Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

The Contractor agrees that the Contractor will make no claim against the City or the Engineer if, in carrying out the work, the Contractor finds that the actual subsurface conditions encountered do not conform to those indicated by past borings, test excavations, or other previous subsurface investigations.

Neither the City nor the Engineer assumes any responsibility for any interpretations or representations made by any of its officers or agents during or prior to the execution of this Contract, unless such interpretations or representations are expressly stated in the Contract Documents.

SECTION 90.6 EXISTING SURVEY MONUMENTS

Survey monuments and rebars marking property corners shown on the Drawings or located and marked by the Engineer shall be carefully preserved from damage or disturbance by the Contractor. If the Contractor disturbs monuments needlessly or without his having established proper reference points, the Contractor shall pay all costs for proper replacement of the monument. Upon completion of construction, the Contractor shall have the survey monuments and property corners reinstalled in their original locations under the supervision of an Alaska Registered Land Surveyor, who shall provide a written certification verifying that all such monuments and property corners have been reinstalled in their original locations.

SECTION 90.7 COORDINATION WITH OTHER PROJECTS

The Contractor shall coordinate and cooperate with other contractors who are known or expected to be working on City property or within the project work limits.

SECTION 90.8 EXISTING STRUCTURES

Existing signs, gates, barriers, and culverts which lie within areas of excavation shall be either protected and saved in place, or carefully removed and reinstalled in their original positions by the Contractor, unless directed otherwise, in writing, by the Engineer. Any and all damage to such items resulting from the Contractor's operations shall be repaired at the Contractor's expense.

This item shall be considered incidental to other items of work in the Project and no separate payment will be therefore considered or paid.

SECTION 90.9 NON-PAY ITEMS

On the Drawings there are minor work items which are incidental and are not designated as pay items. No separate payment will be made to the Contractor for these items, and all compensation received for performance of these items shall be included by the Contractor in his unit bid price for listed contract bid items.

The Contractor shall provide areas off the project site for the disposal of unusable excavation. It shall be the sole responsibility of the Contractor to obtain the permission of the owner(s) of the disposal area(s) for the use of such area(s) by the Contractor and at no additional cost to the City. The Contractor shall hold the City harmless from all claims or complaints arising from the use of any disposal area.

SECTION 90.10 FORCE ACCOUNT WORK

Payment for force account work will only be considered for work approved to be performed in advance by the Owner's Representative. When approved in advance, Force Account work will be paid in accordance with Article 9 of the City of Kenai General Conditions, under the Basic Bid item 'Force Account Work'.

The Bid Schedule includes a Contingent Sum amount for Force Account Work. All Bidders shall include the contingent sum amount listed in the Bid Schedule in their total Basic Bid.

SECTION 90.11 EXISTING UTILITIES IN CONSTRUCTION ZONE

Article 11.1 Description

The purpose of this Item is to compensate the Contractor for any and all labor, materials, equipment, overhead and profit due as a result of construction activities hampered by all adjacent utilities, particularly natural gas, telephone, electrical and cable TV.

The contractor's special attention is directed to the following possible existing utilities:

- 1. Homer Electric Association (electric)
- 2. Alaska Communications Systems (telephone)
- 3. General Communication, Inc. (telephone, cable television)
- 4. ENSTAR Natural Gas (natural gas)
- 5. Industrial oil and gas pipelines

At various stages of the project the Contractor will be required to work in close proximity to these utilities. This work includes possible removal or placement of material over, under, and/or adjacent to the lines. All utilities are to remain in service.

Article 11.2 Materials

All utilities damaged by the Contractor shall be repaired or replaced, at the option of the utility owner, with materials equal to or better than the original materials.

Article 11.3 Construction

It is the Contractor's responsibility to contact the utility owners for locations. The Contractor is directed to contact the respective owners for scheduling and additional information.

It shall be the responsibility of the Contractor to schedule his/her activities such that the utility owner is able to efficiently (as determined by the owner and the affected utility) perform necessary modifications or relocations.

The Contractor shall protect utility lines in a manner approved by both the Engineer and Utility Owner in writing. It is the Contractor's responsibility to obtain exact locations and depths of any utilities that may conflict with any construction activity, through "pot holes" by manual labor or other method. Hand-dig around any lines that may be exposed during excavation. Cover exposed utilities with a minimum of 12" of borrow before allowing vehicle traffic. Scrapers will not be permitted to operate within a distance of one (1) foot vertically and five (5) feet horizontally of utility lines.

Compaction density and techniques shall conform to requirements for classified fill and backfill.

The Contractor is directed to contact the above-mentioned utility companies both prior to bidding, and during construction, for additional information about existing utilities, scheduling, which utilities provide location services, location and other pertinent information.

Article 11.4 Measurement

This Item shall be measured as one job, complete, and shall be considered full compensation for any and all labor, equipment, or materials required for construction activities including, but not limited to, complications because of the nearness to, maintaining as existing, excavating, backfilling, compacting, shoring, protection of and repair to, and support of existing natural gas, telephone, power, and communication.

Payment for actual material excavated and/or backfilled will be paid under their respective items.

Actual cost for location services, lowering of facilities, and relocation of facilities shall be paid directly by the City of Kenai.

Article 11.5 Basis of Payment

Payment will be made under the following unit:

ITEM UNIT

Existing Utilities in Construction Zone Lump Sum

SECTION 90.12 MATERIALS

All materials shall be supplied by the Contractor for this project and shall be included in their respective bid items.

SECTION 90.13 MOBILIZATION AND DEMOBILIZATION

Article 13.1 Description

Perform the work and operations necessary to:

- 1. Move personnel, equipment, supplies, and incidentals to the project site;
- 2. Establish offices, buildings, and other facilities;
- 3. Perform other work and operations and pay costs incurred, before beginning construction;
- 4. Complete similar demobilization activities and to clean up all project work areas;
- 5. Furnish required submittals such as as-builts, certificates, payrolls, civil rights reports, and equipment warranties.

Article 13.2 Maximum Allowable Bid

The amount bid for Mobilization and Demobilization may not exceed ten percent (10%) of the total amount of the Basic Bid.

Article 13.3 Materials

None

Article 13.4 Construction

None

Article 13.5 Method of Measurement

- 1. When you earn four percent (4%) of the original contract amount from other bid items: forty percent (40%) of the amount bid for mobilization and demobilization, or four percent (4%) of the original contract amount, whichever is less, will be paid.
- 2. When you earn a total of eight percent (8%) of the original contract amount from other bid items: An additional forty percent (40%) of the amount bid for mobilization and demobilization, or an additional four percent (4%) of the original contract amount, whichever is less, will be paid.
- 3. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all submittals required under the Contract are received and approved.

Article 13.6 Basis of Payment

Payment will be made under the following unit:

ITEM	UNIT
Mobilization and Demobilization	Lump Sum

DIVISION 10 – GENERAL PROVISIONS

DELETE DIVISION 10 IN ITS ENTIRETY, CITY OF KENAI STANDARD CONTRACTUAL DOCUMENTS ARE TO BE USED.

ANY REFERENCE TO "DIVISION 10, SECTION 10.07" IN REGARDS TO BASIS OF PAYMENT SHALL BE CHANGED TO "OWNER'S GENERAL CONDITIONS."

DIVISION 20 – EARTHWORK

SECTION 20.01 – GENERAL

Article 1.3 Applicable Standards

Add the following:

Add	ASTM D1556 Density and Unit Weight of Soil in Place by Sand-Cone Method
Add	ASTM D1557 Laboratory Compaction Characteristics of Soil Using Modified Effort
Add	ASTM D2167 Density and Unit Weight of Soil in Place by the Rubber Balloon Method
Add	ASTM D6938 Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
Add	ATM 309 Relative Standard Density of Soils by the Control Strip Method
Add	ATM 412 Relative Standard Density of Treated Mixtures by the Control Strip Method

Article 1.5 Compaction Standards

Delete the second and third paragraphs and add the follow:

The use of a nuclear densometer for the purpose of determining soil density shall be permitted subject to the approval of the Engineer.

SECTION 20.04 – CLEARING AND GRUBBING

Article 4.2 Construction

Add the following:

Contractor may complete the clearing and grubbing by hydro-axing, grinding, and mulching the chipped debris into the surface soils.

Article 4.4 Basis of Payment

Delete the Article and add the follow:

No separate payment will be made for Clearing and Grubbing. Any needed Clearing and Grubbing shall be incidental to other items of work.

SECTION 20.12 - DEWATERING

Article 12.4 Measurement

Delete the Article and add the follow:

No measurement will be made for Dewatering.

Article 12.5 Basis of Payment

Delete the Article and add the follow:

No separate payment will be made for Dewatering. Payment for any necessary dewatering shall be incidental to other items of work.

SECTION 20.21 - CLASSIFIED FILL AND BACKFILL

Article 21.2 Material

Delete paragraph C and replace with the following:

C. Type III

Materials furnished by the Contractor for use as Type III classified fill and/or backfill shall be approved sand or gravel with a minimum of two percent (2%) passing the #200 sieve and a maximum of six percent (6%) passing the #200 sieve.

SECTION 20.22 – LEVELING COURSE

Article 6.8 Basis of Payment

Add the following to the end of paragraph 1:

Payment for all leveling course, including roadways, shoulders, and driveways, will be included under this item.

SECTION 20.27 - DISPOSAL OF UNUSABLE OR SURPLUS MATERIAL

Article 27.4 Measurement

Delete the Article and add the follow:

No measurement will be made for Disposal of Unusable or Surplus Material.

Article 27.5 Basis of Payment

Delete the Article and add the follow:

No separate payment will be made for Disposal of Unusable or Surplus Material. Payment for this work shall be incidental to Unusable Excavation.

ADD THE FOLLOWING SECTION:

SECTION 20.31 – DITCH LINEAR GRADING

Article 31.1 Description

The Work under this Section consists of performing all operations pertaining to excavation, final shaping, and disposal of unsuitable material of designated ditches and slopes for drainage by grading with a small dozer, motor grade, back-hoe, or other suitable means. The Contractor shall furnish a disposal area for unsuitable material outside the project right-of-way, with written consent

of the property owner, unless an area within the right-of-way is approved by the Engineer or specifically noted for disposal on the Drawings.

Where ditch linear grading is not listed in the Bid Schedule, it shall be considered incidental to Unclassified Excavation and will not be measured or paid as a separate item. Excavation at the ends of existing culverts will be considered incidental to this item and will not be measured or paid as a separate item.

Article 31.2 Measurement

Measurement for ditch linear grading is per linear foot of horizontal distance along the center of ditch as set forth in the Bid Schedule.

Article 31.3 Basis of Payment

ITEM UNIT

Ditch Linear Grading Linear Foot

ADD THE FOLLOWING SECTION:

SECTION 20.32 - COMPACTION CONTROL BY THE CONTRACTOR

Article 32.1 Description

The Contractor shall provide field compaction testing for quality control at each of the project sites and based upon the following schedule:

• One (1) compaction test per every other lift of classified fill material, with a minimum of one (1) test per classified material used

The maximum density shall be based upon ASTM-D-1557, Modified Proctor Density. The generation of the maximum density curves and the field density testing shall be certified by an engineer registered in the State of Alaska. Copies of all proctor curves and field density test results shall be made available immediately to the City and the Engineer.

If a field density test does not meet the contract compaction requirements, the Contractor shall initiate additional compaction efforts. Additional lifts of earthwork shall not be placed over a zone that has failed a field density test until a passing test has been achieved. All re-testing of failed areas shall be performed by the Contractor at no additional cost to the City.

The Contractor shall notify the Engineer 24 hours prior to performing any field density tests. The Owner reserves the right to observe any or all field density testing performed by the Contractor. The Owner also reserves the right to perform independent field density testing to confirm the results of the Contractor's quality control program.

Article 32.2 Measurement

No measurement will be made for this item of work.

Article 32.3 Basis of Payment

Payment will be made under the following:

ITEM UNIT Compaction Control by the Contractor Lump Sum

DIVISION 40.00 – ASPHALT SURFACING

SECTION 40.06 – ASPHALT CONCRETE PAVEMENT

Article 6.8 Basis of Payment

Add the following paragraph to the end of paragraph 1:

Payment for all asphalt, including roadways and driveways, will be included under this item.

DIVISION 75.00 – LANDSCAPING IMPROVEMENTS

SECTION 75.03 -TOPSOIL

Article 3.5 Basis of Payment

Add the following to the end of the article:

Topsoil may be salvaged from project excavation subject to approval by the Engineer.