



Invitation to Bid

Project: 2024 Lilac Lane Roadway Improvements

Release: April 17, 2024

Last day for Questions: April 29, 2024 by 2:00pm

Bids Due Date: May 7, 2024, no later than 2:00pm

Kenai City Hall

210 Fidalgo Avenue

Kenai, AK 99611

ATTN: Director of Public Works

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Table of Contents

- 1) Advertisement
- 2) Instructions to Bidders
- 3) Bid Form
- 4) Tax Compliance Form
- 5) Non Collusion Affidavit
- 6) Sample Agreement
- 7) General Conditions
- 8) Performance Bond
- 9) Payment Bond
- 10) Contractor's Release Affidavit
- 11) Surety Consent Release of Funds
- 12) Business Contractor's License
- 13) Sample Insurance Certificate
- 14) Department of Labor Pamphlet 600

Appendix A – Plans & Specifications

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KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

Advertisement for Bid

Project Name: 2024 Lilac Lane Roadway Improvements

Release: April 17, 2024

Last Day for Questions: No later than 2:00pm April 29, 2024

Bid Due Date and Time: No later than 2:00pm May 7, 2024 at City Hall

Scope of Work: This project will make repairs to approximately 1600lf of Lilac Lane located between the Kenai Spur Highway and Cook Inlet View Dr. Work includes demolition and replacement of concrete curb and asphalt, excavation and grading work to repair severe settlement in multiple areas. Work will be required to be completed this construction 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. Bid documents can be obtained on 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 – April 17, 2024 or 1st date after
Peninsula Clarion – April 17, 2024 or 1st date after

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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 Name: 2024 Lilac Lane Roadway Improvements
Project Location: Between Kenai Spur Hwy and Cook Inlet View Dr.
Release: April 17, 2024
Last Day for Questions: No later than 2:00pm April 29, 2024
Bid Due Date and Time: No later than 2:00pm May 7, 2024 at City Hall

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:
 - Bid Form
 - Tax Compliance Certificate
 - Applicable Licenses
 - Non-Collusion Affidavit
 - 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 not 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.

Award of project is subject to Council approval including appropriation of sufficient funds.

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**

TO: City of Kenai
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 Statutes), 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

1. Bid Form
2. Tax Compliance Certificate
3. Applicable Licenses
4. Non-Collusion Affidavit
5. Bid Bond with Power-of-Affidavit (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
2. Certificate(s) of Insurances*
3. Construction Schedule
4. List of Subcontractors
5. Performance and Payment Bond
6. 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 May 24, 2024 with Substantial Completion by October 1, 2024, Final Completion by October 31, 2024.

Liquidated Damages. 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

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: **2024 Lilac Lane Roadway Improvements**

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.

BASE BID TOTAL: (Fill in attached Base Bid Schedule)

ALTERNATE BID TOTAL: (Fill in attached Alternate Bid Schedule)

Each Bid Schedule stands alone, only one will be awarded. There will be no combination of base bid and alternate bid. Contract award will be based on one or the other dependent upon sufficient funding.

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice to Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity

Date

Signature

Title

Print Name

Phone

Address

Fax

Address

Email address

Blank

2024 Lilac Lane Roadway Improvements					
CITY OF KENAI - PUBLIC WORKS DEPARTMENT					
BID SCHEDULE - BASIC BID					
Item Number	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
20.02-A	Storm Water Pollution Prevention Plan	Lump Sum	1	(LUMP SUM)	
20.02-B	SWPPP-Implementation	Contingent Sum	1	(CONTINGENT SUM)	\$ 5,000.00
20.08	Remove Curb and Gutter (Type II Rolled)	Linear Foot	1,100		
20.09	Remove Pavement (2"+/- Thickness)	Square Yard	1,935		
20.10a	Unclassified Excavation	Cubic Yard	4,000		
20.21a	Classified Fill and Backfill (Type IIA)	Ton	1,010		
20.21b	Classified Fill and Backfill (Type III)	Ton	6,300		
20.22	Leveling Course	Ton	265		
20.32	Compaction Control by the Contractor	Lump Sum	1	(LUMP SUM)	
30.02(a)	P.C.C. Curb & Gutter (Type II Rolled)	Linear Foot	1,090		
40.06	Asphalt Concrete Pavement (Class E, 2" Thickness)	Ton	240		
50.06	Adjust Sanitary Sewer Manhole Ring & Frame	Each	3		
55.08	Adjust Storm Drain Manhole Ring & Frame	Each	7		
65.02	Construction Survey Measurement	Lump Sum	1	(LUMP SUM)	
70.10a	Traffic Markings (Solid Yellow, 4")	Linear Foot	3140		
70.10b	Traffic Markings (Solid White Stop Bar, 24")	Linear Foot	40		
70.12	Traffic Maintenance	Lump Sum	1	(LUMP SUM)	
75.03	Topsoil (4" Depth)	Lump Sum	1	(LUMP SUM)	
75.04	Seeding (Schedule D)	Lump Sum	1	(LUMP SUM)	
90.12	Force Account Work	Contingent Sum	1	(CONTINGENT SUM)	\$ 50,000.00
90.13	Existing Utilities In Construction Zone	Lump Sum	1	(LUMP SUM)	
90.15	Mobilization and Demobilization	Lump Sum	1	(LUMP SUM)	
TOTAL BASIC BID					\$

2024 Lilac Lane Roadway Improvements					
CITY OF KENAI - PUBLIC WORKS DEPARTMENT					
BID SCHEDULE - BID ALTERNATE					
Item Number	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
20.02-A	Storm Water Pollution Prevention Plan	Lump Sum	1	(LUMP SUM)	
20.02-B	SWPPP-Implementation	Contingent Sum	1	(CONTINGENT SUM)	\$ 5,000.00
20.08	Remove Curb and Gutter (Type II Rolled)	Linear Foot	1,100		
20.09	Remove Pavement (2"+/- Thickness)	Square Yard	4,585		
20.10a	Unclassified Excavation	Cubic Yard	4,000		
20.21a	Classified Fill and Backfill (Type IIA)	Ton	1,010		
20.21b	Classified Fill and Backfill (Type III)	Ton	6,300		
20.22	Leveling Course	Ton	585		
20.32	Compaction Control by the Contractor	Lump Sum	1	(LUMP SUM)	
30.02(a)	P.C.C. Curb & Gutter (Type II Rolled)	Linear Foot	1,090		
40.06	Asphalt Concrete Pavement (Class E, 2" Thickness)	Ton	570		
50.06	Adjust Sanitary Sewer Manhole Ring & Frame	Each	3		
55.08	Adjust Storm Drain Manhole Ring & Frame	Each	7		
60.03	Adjust Valve Box Top Section	Each	1		
65.02	Construction Survey Measurement	Lump Sum	1	(LUMP SUM)	
70.10a	Traffic Markings (Solid Yellow, 4")	Linear Foot	3140		
70.10b	Traffic Markings (Solid White Stop Bar, 24")	Linear Foot	40		
70.12	Traffic Maintenance	Lump Sum	1	(LUMP SUM)	
75.03	Topsoil (4" Depth)	Lump Sum	1	(LUMP SUM)	
75.04	Seeding (Schedule D)	Lump Sum	1	(LUMP SUM)	
90.12	Force Account Work	Contingent Sum	1	(CONTINGENT SUM)	\$ 50,000.00
90.13	Existing Utilities In Construction Zone	Lump Sum	1	(LUMP SUM)	
90.15	Mobilization and Demobilization	Lump Sum	1	(LUMP SUM)	
TOTAL BID ALTERNATE					\$

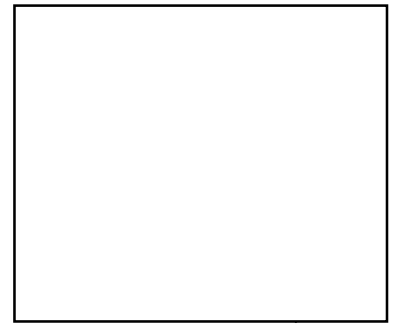
Tax Compliance Certification

Kenai Peninsula Borough

Finance Department

144 N. Binkley Street
 Soldotna, Alaska 99669-7599
 www.kpb.us

Phone: (907) 714-2197
 or: (907) 714-2175
 Fax: (907) 714-2376



1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other.

For Official Use Only

Reason for Certificate: <input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		For Department:	
		Dept. Contact:	
Business Name:			
Business Type:		<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:	
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? (If yes, please supply the following account numbers and sign below. If no, please sign below.)
 Yes No Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
YEAR LAST PAID	BALANCE DUE

KPB Finance Department (signature required)

In Compliance Not in Compliance

Date

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE

KPB Sales Tax Division (signature required)

In Compliance Not in Compliance

Date

CERTIFICATION: I, _____ the _____, hereby certify that, to the
(Name of Applicant) (Title)
 best of my knowledge, the above information is correct as of _____.
(Date)

Signature of Applicant (Required)

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

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NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

I, _____ of _____,
Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

2024 Lilac Lane Roadway Improvements

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

Signature

Name

Title

Date

ACKNOWLEDGMENT

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

Blank

**CITY OF KENAI
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

MADE AS OF THE _____ DAY OF _____ 2024.

BETWEEN the OWNER: CITY OF KENAI
 210 Fidalgo Avenue
 Kenai, Alaska 99611-7794

AND the CONTRACTOR:

FOR the PROJECT: **2024 Lilac Lane Roadway Improvements**

The Owner and Contractor agree 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 by October 1, 2024. 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:

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

CONTRACTOR

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
By: _____
Name: _____
Title: _____

CONTRACTOR: _____
By: _____
Name: _____
Title: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024 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 _____, 2024 _____, (title) _____ of _____ 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: _____

GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1 **CONTRACT DOCUMENTS**

- 1.1 The contract documents enumerated in the Agreement between Owner and Contractor form the final and completely integrated contract between the parties and supersede any prior statements, negotiations, agreements, documents or representations, written or oral. What is required by any one contract document is deemed to be required by all documents.
- 1.2 The contract documents consist of documents designated as contract documents and enumerated in the Agreement between Owner and Contractor.
- 1.3 The contract documents do not include any documents unless specifically enumerated in Agreement between Owner and Contractor.
- 1.4 Unless specifically provided otherwise in the contract documents the parties to this agreement intend that Contractor will obtain all permits, inspections, tests, bonds, and insurance required by state or federal law, rule, regulation or order, or local ordinance or rule or regulation or the contract documents, whichever requirement is greater, and provide all labor, equipment, transportation, water, heat, utilities, tools, scaffolding, materials, supplies, facilities, and services necessary for performance of the contract and that the cost of these requirements be included within the contract price. The parties further intend that the cost of all overhead, supervision, and other incidental expenses required or occasioned by the contract is included in the contract price. The parties also intend that minor items required to produce complete functional system(s) and sub-system(s) are deemed to be required by the contract documents at the contract price whether or not specifically expressed. The requirements stated in this provision apply whether or not the execution or completion of the work is temporary or permanent and whether or not it is incorporated or to be incorporated in the work or final product.
- 1.5 The requirements of the contract documents and the duties and rights of each party may be amended subsequent to execution of this contract only by:
 1. A written amendment to the contract signed by both parties; or,
 2. A change order issued pursuant to ARTICLE 9.1
- 1.6 The term "Work" includes all procurement, labor, materials, products, equipment, erection, installation, and alterations necessary to complete the construction envisioned by this contract. The term "Project" refers to the overall construction, of which the work required by the contract may be the whole or may be a part. The term "Architect" also refers to Registered Engineers as appropriate.
- 1.7 The contract between Owner and Contractor shall be executed and returned by Contractor within the time required in the instructions to bidders. A written Notice to Proceed with the work will be issued to Contractor within five (5) days after Owner has executed the contract, except as provided in ARTICLE 4.1.3.
- 1.8 Should any provision or requirement of one portion of the contract documents conflict with any other portion of the contract documents, unless otherwise provided herein, the conflict will be resolved by reference to the contract documents in the following order of priority:
 - A. Any and all later modifications, Change Orders, and written interpretations of the Contract Documents issued by the Owner
 - B. The Agreement
 - C. Addenda
 - D. Supplemental General Conditions (if any)
 - E. General Conditions

¹ Unless otherwise stated, all references to an ARTICLE refer to the articles of these 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.
- 1.9 In case of difference between small and large scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.
- 1.10 In the event Contractor believes a discrepancy exists in the contract documents, Contractor shall submit the issue to the Project Representative together with Contractor's proposed course of action for performance of the work. Project Representative shall respond within seven (7) working days or advise Contractor that a response cannot be given within that time. If response will take more than seven (7) working days, Project Representative shall take steps to provide a response within a reasonable time. Any action taken by Contractor prior to or without Owner's response shall be at Contractor's own risk and expense.
- 1.11 Words and abbreviations which are not defined in the contract documents, but which have well known technical or trade meanings, shall be construed in accordance with the common meaning established by sound architectural or engineering practice in the State of Alaska.
- 1.12 Drawings, Specifications, other documents prepared for this project, and copies of them that are furnished by Owner and/or Architect or Consultant for this project, whether or not the documents or project are completed, shall be the property of Owner. All rights of use are reserved to Owner for this project and any subsequent project in which Owner participates in construction. Owner specifically relieves Architect or Consultant of any responsibility or liability pertaining to any subsequent use of the documents, in whole or in part, where those documents bear the stamp of a subsequent Architect or Consultant and are used for a subsequent project.
- 1.13 An electronic version of contract documents, typically in pdf format on a disc, will be furnished to the Contractor without charge. Contractor shall check all documents furnished immediately upon receipt and shall promptly notify Owner of any discrepancies.
- 1.14 The contract documents shall not be construed in any way as limiting Contractor's responsibility to perform the work completely, nor shall any prior customs or trade practices be held to constitute a waiver of the requirements of the contract documents or any portion of them.
- 1.15 The individual(s) executing the contract represent that they have the legal authority to execute the contract as or on behalf of Contractor in accordance with the bid instructions and the contract documents.
- 1.16 Execution of the contract by Contractor is a representation that Contractor has visited the site, become familiar with the local conditions under which the work is to be performed, has correlated personal observations with the requirements of the contract documents and enters this contract with knowledge of those conditions.

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

- 2.1 The term "Project Representative" shall mean a person or entity employed by or under contract to Owner to be Owner's on-site designated representative. The term Project Representative shall include the Project Representative's employees.

- 2.2 The terms "Architect" or "Engineer" (hereinafter used interchangeably) shall mean the person or entity contracted by the City of Kenai to provide design services for the project. Architect or Engineer also includes employees of the Architect or Engineer. Architect shall provide professional services during construction as described herein below or as authorized by Owner.
- 2.3 Project Representative will provide administration of this contract and all communication made to Owner, Architect or Engineer by Contractor shall be made through Project Representative.
- 2.4 Project Representative will be Owner's primary representative during construction until final payment has been made and the project has been closed out. Owner's instructions to Contractor shall be made through Project Representative, who shall have authority to act on behalf of Owner to the extent set forth in this contract.
- 2.5 Project Representative shall not have the authority to require additional work, changes in the work, modifications or waivers of the rights, work or duties required by the contract documents or the right to bind Owner to any change in specifications or drawings without the written consent of Owner except as provided herein.
- 2.6 Project Representative shall have authority to allow minor deviation in the requirements of the contract documents by Field Order to a maximum cumulative amount of \$5,000.00 per each additional work item, change in work, modification or waiver in the work. Field Orders are to be incorporated into a subsequent Change Order.
- 2.7 Project Representative will render interpretations of the contract documents necessary for the proper execution or progress of the project. All interpretations and decisions of Project Representative shall be consistent with the intent of the contract documents and shall be in writing.
- 2.8 Matters relating to design intent will be referred to the design Architect whose decisions will be final, consistent with the intent of the contract documents.
- 2.9 Project Representative, Architect, and authorized representatives of Owner shall have access to the project site and to the work at all times and shall be afforded every reasonable facility for ascertaining whether or not the work is in accordance with the requirements and intent of the contract documents.
- 2.10 All claims, disputes and other matters in question between Contractor and Owner relating to the execution or progress of the work shall be resolved pursuant to ARTICLE 12.
- 2.11 Project Representative shall have the authority: 1) to reject work which does not conform to the contract documents; 2) to require additional inspections or testing of any work during, prior to, or after fabrication, installation, or completion; 3) to specify both remedial work necessary to correct defective work and the time within which such work must be performed.
- 2.12 On the basis of on-site observations and inspections Project Representative will keep Owner informed of the progress of the work, and will endeavor to guard Owner against defects and deficiencies in the work. If Project Representative determines that any construction method, sequence, material, technique, safety precaution, act or omission of Contractor, Contractor's subcontractors, suppliers, or any of their agents, is detrimental to the progress, quality or safety of the work or to Owner's interest, then Project Representative shall inform Owner promptly, and Owner may, among other things, stop the work and order remedial measures. This provision shall not eliminate or reduce the responsibilities or requirements placed upon contractor and/or subcontractors by the contract documents and shall not place any liability upon the owner for action or omission in regard to this provision.
- 2.13 In accordance with the requirements of ARTICLE 8.5, Project Representative will determine amounts owing to Contractor and will recommend that Owner issue payment in the amount determined due.
- 2.14 Project Representative, with the concurrence of Owner, will determine the dates of Substantial Completion and Final Completion. The Architect will receive and forward to Owner for Owner's review, written warranties and related documents required by the contract and assembled by Contractor.

- 2.15 Project Representative's duties, responsibilities, and limitations of authority will not be modified without written consent of Owner and Project Representative.

ARTICLE 3 OWNER GENERAL RIGHTS AND DUTIES

- 3.1 At Owner's option, Owner may undertake any or all tasks of Project Representative described in ARTICLE 2.
- 3.2 Owner's directions to Contractor will be made in writing either directly or through Project Representative in accordance with ARTICLE 2. No verbal representation shall be binding upon any party unless confirmed in writing.
- 3.3 Owner shall have the right to perform work related to the project under separate contract(s) in accordance with the provisions of ARTICLE 6.
- 3.4 Owner shall have the right to issue change orders from time to time which may alter the scope of work required by the contract documents. All change orders will be subject to provisions of ARTICLE 9.
- 3.5 Owner will have the authority to reject work which does not conform to the requirements of the contract documents and to require such remedial work at no charge to Owner as is necessary to correct the defective work. Where defective work is being performed by Contractor and Contractor fails to correct the defective work within a reasonable period of time as set out in ARTICLE 10, or repeatedly fails to carry out the work in accordance with the contract documents, Owner shall have the authority to order an immediate halt to all defective work. Any losses suffered by Contractor as a result of the halt shall be borne by Contractor without recourse to Owner. Issuance of a stop-work order shall not be construed as constituting a breach of the agreement nor authorize Contractor to refuse to perform other portions of the work which Owner has not halted.
- 3.6 Owner shall have the right to terminate the contract or suspend performance of the contract as set out in these general conditions or other contract documents.
- 3.7 Owner shall promptly pay Contractor all sums properly due as provided by ARTICLE 8. If Owner fails to issue payment for a period of forty-five (45) days after the certificate of payment has been approved by Project Representative, without a written statement indicating why payment is being withheld, then Contractor may terminate the contract upon seven (7) days written notice to Owner and may recover from Owner payment for all work executed and for any proven losses sustained upon any materials, equipment and tools, including a reasonable profit and overhead.
- 3.8 Owner and Contractor warrant that neither party will maintain an action against the other for punitive or exemplary damages.

ARTICLE 4 CONTRACTOR'S GENERAL RIGHTS AND DUTIES

4.1 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 4.1.1 The term "Contractor" means the person or entity identified in the Agreement which has contracted with Owner to perform the work of the contract. This definition includes a responsible officer of Contractor's organization or its authorized representative who shall be made known to Owner.
- 4.1.2 Contractor represents by execution of the Agreement that Contractor has carefully examined the contract documents and the site upon which the work is to be performed and has developed familiarity with the nature, extent, site access, and risks involved in the work and with all local conditions and applicable statutes, ordinances and regulations that may affect the performance of the work. Contractor assumes full responsibility for having correlated Contractor's study of the contract documents and observation of the site. Contractor represents that Contractor has studied all available surveys and investigation reports of subsoil and latent physical conditions of the site and has made such additional surveys and investigations as Contractor deemed necessary for the performance of the work at the contract price, within the time specified and in accordance with the requirements of the contract documents.

- 4.1.3 Contractor shall not begin work until given a Notice to Proceed, which will be issued as promptly as possible after the Agreement has been executed by all parties. If Owner is required to delay issuance of a Notice to Proceed for more than five (5) working days because of fault of Contractor or other reasons which Owner deems sufficient, then Contractor shall be notified in writing of the delay and when issuance of the Notice to Proceed is anticipated.
- 4.1.4 Before commencing any part of the work, and prior to undertaking each subsequent phase of the work, Contractor shall carefully study the plans and specifications and check and verify all previous work and pertinent dimensions, figures and amounts shown in them and shall make all applicable field measurements. Contractor shall at once report in writing to Owner any apparent conflict, ambiguity, discrepancy, error or other omissions which Contractor may discover. Contractor shall be liable to Owner for failure to notify Owner of any conflict, ambiguity, discrepancy, error or other omissions which Contractor discovered, but failed to report to Owner and shall be responsible for providing a remedy.
- 4.1.5 Contractor shall lay out the work from established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection therewith. Contractor will be held responsible for the execution of the work to such lines and grades. It shall be the responsibility of Contractor to maintain, preserve, or replace all stakes and other marks.
- 4.1.6 Drawings showing location of equipment, piping, etc., are diagrammatic and job conditions will not always permit installation in the location shown. If a situation occurs which may require relocation of an item or system which substantially differs from the location called for in the contract documents, it shall be brought to Owner's attention immediately and the relocation determined with the concurrence of Architect or Engineer. If Contractor relocates such items without approval, Contractor will be responsible for any cost or expense for removal or further relocation necessitated by installation without approval.

4.2 SUBMITTALS

- 4.2.1 Within 10 days after the effective date of the notice to proceed and prior to commencement of work, Contractor shall submit to Owner the construction progress schedule and schedule of values required in Articles 4.2.2, 4.2.3 and 4.2.4. The schedule of values and progress schedule must be acceptable to owner and provide reasonable divisions of contract work with corresponding payment. No payment will be made under this contract prior to completion of this requirement. In cases of a unit bid project, the bid schedule on the bid form will be the schedule of values.
- 4.2.2 In accordance with the requirements governing submittals as provided in the contract documents, Contractor shall prepare and submit to Owner a detailed progress schedule for the work which reveals and identifies the critical path of progress, which is consistent with the work and time required by the contract, and which shall provide for the most expeditious and practicable execution of the work. Float time between work items is part of the project and not property of the Contractor. Float time is defined as the amount of time that spans from completion of one previously scheduled activity and extends to the point at which the next scheduled activity is set to begin.
- 4.2.3 Contractor shall also provide Owner with a proposed schedule of values upon submittal of a detailed progress schedule for the work. The schedule of values shall be allocated to various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as reasonably required by Owner. Each item of work shall include all applicable profit and overhead. This schedule of values, unless objected to by owner shall be the basis for progress payments made to Contractor and shall include specific lump sum amounts for "Final Payment." This line item shall be in conformance with guidelines specified in ARTICLE 8. Contractor, at the request of Owner, shall amend the progress schedule and the schedule of values as the work progresses.
- 4.2.4 The schedule of values must show a complete breakdown of all phases of the work required by the contract documents. Payment will be in accordance with ARTICLE 8. Pay requests, schedules of value and progress schedules must correspond.
- 4.2.5 Contractor shall submit for Architect's and Owner's approval all product data required by the contract documents in conformance with the dates specified in the detailed progress schedule. Such data include illustrations, standards, schedules, performance charts, instructions, brochures, diagrams, or other

information necessary to assist Architect in determining whether a proposed product meets the intent of the contract documents.

- 4.2.6 Contractor shall also submit physical samples of materials, equipment or workmanship where required by the contract documents. After approval by Owner and Architect, the sample shall be established as the minimum standard of work, material, equipment or other quality which will be acceptable for work of which the sample is representative.
- 4.2.7 Submittal of shop drawings by contractor constitutes a representation by contractor that the submittal and work, or products required or to be used in accordance with that submittal, will meet or exceed the criteria and conditions of the contract documents and that performance of the work identified in those submittals will meet the progress schedule.
- 4.2.8 Before initiating any work for which shop drawings are required, Contractor shall obtain Architect's approval of the shop drawings, which include drawings, diagrams, schedules and other data specially prepared by Contractor, a subcontractor, a manufacturer, a supplier or distributor to illustrate in detail that portion of the work. Contractor shall review, approve, and submit all shop drawings, whether prepared by himself/herself or subcontractor or supplier. It shall be the duty of Contractor to provide a whole or complete system and to coordinate all work depicted by a particular shop drawing with the work required by other shop drawings for that portion of the work or for related or adjacent work.
- 4.2.9 Contractor shall provide a copy of all transmittal letters to Project Representative at the time the submittal is made to Architect. Architect will review Contractor's submittals only for conformance with the design concept of the work and the information given in the contract documents. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Architect will return reviewed submittals to Contractor with written comments and forward one set to Project Representative with reasonable promptness so as to cause no delay. A minimum of five (5) sets of submittals shall be required.
- 4.2.10 Should Architect reject any proposed shop drawings, product data or sample, Contractor shall resubmit revised drawings, samples or product data and draw Architect's attention to any deviation or revisions other than those requested by Architect.
- 4.2.11 All of Contractor's submittals shall be made in conformance with the dates specified in the detailed progress schedule with reasonable promptness and in such sequence as to cause no delay in the work of Owner or any separate contractor.
- 4.2.12 The Contractor shall provide two (2) hard copies and an electronic .PDF file of the operation and maintenance manuals for equipment and systems incorporated in the work.

4.3 SAFETY AND CONTROL OF SITE

- 4.3.1 Contractor is deemed to be in physical control of the work site. Contractor shall confine Contractor's operations at the site to those areas described in the contract documents or permitted by applicable statutes, ordinances or permits.
- 4.3.2 Contractor shall not unreasonably encumber the site with materials, equipment or ancillary construction. Contractor shall be responsible for eliminating or minimizing to the extent reasonably possible, public hazards and inconveniences which might result from this work.
- 4.3.3 Contractor shall at all times keep the premises free from accumulation of excess snow, waste materials or rubbish and shall keep adjacent public road clear of mud and dust caused by Contractor's activities. At the completion of the work, Contractor shall remove all waste materials and rubbish from the project as well as Contractor's tools, equipment and surplus materials. The removal and disposal of waste materials, rubbish, or other material, shall be accomplished in accordance with all local, state and federal requirements.
- 4.3.4 Contractor shall be responsible for initiating, maintaining and supervising all necessary safety precautions in connection with this work and shall be responsible for ascertaining and adhering to all applicable federal, state, and local standards, laws, ordinances, regulations, requirements and any lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

- 4.3.5 Contractor's duty to maintain a safe and secure project site shall include all precautions necessary to assure the safety and protection against injury and damage, of all employees engaged in the work and any other person who may be affected by the work including Owner's agents and employees; Contractor's agents and employees; and members of the general public. Contractor shall assure the safety and protection of all work, materials and equipment which may be upon the site; utilities and other property of Owner including portions of structures and utilities not designated for removal or relocation, trees, shrubs, lawns, walks, pavements and roadways. Contractor duties include but are not limited to protection of project site from vandalism. Such precautions shall further include but not be limited to protection from dangers from hazardous materials.
- 4.3.6 Contractor shall take all necessary measures to prevent members of the general public from entering upon the site without the permission of Owner or Contractor.
- 4.3.7 Contractor shall comply with all OSHA requirements, give all safety notices, erect and maintain all reasonable safeguard notices and barriers, including danger signs and fences which may be required to protect the site and limit access to it.
- 4.3.8 In the event of an emergency, the Contractor will take all means necessary to minimize all damage to or exposure from effects of a catastrophic event. In such case, the Contractor may consult with Owner or seek Owner's assistance. The responsibility for protection of the site, work, and all material remains with the Contractor.
- 4.3.9 Contractor shall designate a person in Contractor's employ at the site to be primarily responsible for the prevention of accidents, identification of all applicable safety standards, statutes and regulations, including but not limited to those addressing hazardous material, and full compliance therewith. This person shall be Contractor's Superintendent unless otherwise designated by Contractor in writing to Owner.
- 4.3.10 Should Project Representative or other representative of Owner ascertain that a safety danger exists, Project Representative or Owner may order an immediate cessation of all dangerous activity and a correction of any safety hazard. Written notice of the order to stop work or to correct the safety hazard shall be made to Contractor as soon as practicable. Contractor shall have no recourse against Owner for any alleged losses or delays arising from this section unless the order to stop work or correct safety deficiency is wholly without basis.
- 4.3.11 Should Contractor elect to utilize explosives or other hazardous materials or equipment, or should Contractor be required to do so for the execution of the work, Contractor shall first give jurisdictional authorities and Owner notice of the intention to utilize hazardous materials, explosives or equipment at a particular time and date. Contractor shall use the utmost care in utilizing such materials and shall use only properly qualified and licensed personnel.
- 4.3.12 Contractor shall correct any damage to the property of Owner or other parties which arises out of the activities or omissions of Contractor, Contractor's agents, subcontractors, employees, personnel or suppliers. Contractor shall commence remedial activities within seven (7) days from the date of the damage. If Contractor fails to do so, Owner or the affected party may utilize his own forces to correct or replace the damaged property and Contractor shall promptly reimburse Owner or the affected party for all losses and costs thereupon. In the event Contractor fails to reimburse Owner as set forth herein, Owner may set off the amount due Owner from any amount due Contractor.

4.4 SUPERVISION AND QUALITY OF THE WORK

- 4.4.1 Contractor shall supervise and direct the work using the best skill and attention. Contractor is responsible for, and agrees to comply with all applicable local, state and federal ordinances, laws, regulations and statutes. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for the schedule and coordination of all portions of the work to be performed under the contract. Contractor shall also be required to coordinate the work with that of any other contractor working on the project so as to minimize delay, inconvenience, and expense to both. Where identified in writing by Owner at any time, Contractor shall be required to coordinate the work with any partial use of the site that Owner deems necessary.

- 4.4.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, prepared or conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor except as otherwise provided in the plans and specifications.
- 4.4.3 Contractor shall keep on the job site at all times during work progress, a competent resident superintendent capable of reading and thoroughly understanding the plans and specifications. The superintendent will be Contractor's representative at the site and all communications given to the superintendent shall be as binding as if given to Contractor directly. In the event Contractor decides to replace the superintendent, Contractor shall submit to Owner a written notice including the proposed new superintendent's qualifications. The superintendent shall not be replaced without this written notice and a statement of non-objection by the Owner.
- 4.4.4 Contractor shall provide sufficient, competent, and suitable qualified personnel to survey and lay out the work and to perform all construction required by the contract documents. Contractor is responsible for maintaining good discipline and order at the job site at all times and shall not employ any unfit person or anyone not skilled in the task assigned to that person.
- 4.4.5 Contractor shall be fully responsible to Owner for the acts and omissions of Contractor's employees and agents, Contractor's subcontractors and their employees and agents, and any other persons performing any of the work for the benefit of Contractor.
- 4.4.6 Contractor shall not permit the possession or use of alcohol or controlled substances on the site, and shall remove from the site any person who possesses, uses, or is under the influence of alcohol or controlled substances. Contractor shall require all Contractor's agents, subcontractors, employees or suppliers who perform work on site to sign a statement that they have been informed and will abide by the above policy. A copy of all such statements shall be kept at the job site throughout the duration of Contractor's work.
- 4.4.7 Contractor warrants to Owner that all work will be free from faults and defects and meeting or exceeding the requirements of the contract documents and all local, state, and federal legal requirements. All work not so conforming to these standards will be considered defective, and Owner may require its correction.

4.5 DIVISION OF THE WORK

- 4.5.1 The division of the work into various specialties and divisions in the contract specifications and drawings shall not bind Contractor in apportioning the work among various subcontractors, specialty contractors or workers, and Contractor's own employees.

4.6 TITLE 36 AND OTHER STATUTORY REQUIREMENTS

- 4.6.1 Contractor shall give and post all notices and comply with all federal, state, and local laws, ordinances, regulations, requirements and any lawful order of any public authority bearing on the performance of the work, and shall notify Owner in writing if the drawings and specifications or the contract documents are at variance therewith. If Contractor knows or should know that Contractor is performing work contrary to such legal requirements without giving written notice to Owner in time for Owner to give a stop work order, the Contractor shall bear all costs to remedy that work and to bring it into conformance with the applicable requirements. In the event Contractor fails to reimburse Owner as set forth herein, Owner may set off the amount due Owner from any amount due Contractor. This requirement does not lessen or alter the requirement for indemnification stated in ARTICLE 4.13.
- 4.6.2 Contractor and subcontractors shall strictly comply with all requirements of Title 8, Chapter 30 of the Alaska Administrative Code and Title 36 of the Alaska Statutes as applicable to this contract.
- 4.6.3 Contractor or subcontractors of the contractor shall pay all employees unconditionally as required by AS 36.05.040 and any other applicable laws or regulations. 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. The wages are determined for the region in which the work is done and the rates are issued by the Alaska State Department of Labor (see attached Title 36 wage schedule). The scale of wages to be paid shall be posted by Contractor in a prominent and easily accessible place at the site of the work. 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 this contract, Owner may, on written notice to Contractor hold Contractor in immediate default and terminate Contractor's right to proceed with the work or that part of the work for which there is a failure to pay the required wages, and Owner may prosecute the remaining work to completion by contract or otherwise, holding Contractor and Contractor's sureties liable for any costs in excess of the contract price. In the event Owner permits Contractor to pursue further work under the contract, Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work and the rates of wages in fact received by laborers, mechanics, or field surveyors.

- 4.6.4 A copy of certified payrolls shall be provided to the Project Representative with each Progress Payment Request.

4.7 PROJECT RECORDS

- 4.7.1 Contractor shall maintain at the project site copies of plans and technical specifications, approved shop drawings and manufacturers' information sheets, and other contractor documents which are necessary for the expeditious and correct execution of the work.

- 4.7.2 Contractor shall maintain at the project site a complete daily job report showing job conditions, work activities started, in progress, interrupted and completed; work force, including identification and number of Contractor's employees and subcontractors by craft; receipt and disposition of materials and equipment; tests performed, visiting personnel and any accidents on a particular day. Owner shall have access to the daily report at all times. A copy of each daily report shall be provided to Project Representative at the end of each week.

- 4.7.3 Contractor shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the job site in good order and annotated to show all changes made during the construction process. These shall be available to Owner during construction and turned over to Owner prior to final completion of the work.

4.8 ALLOWANCES

- 4.8.1 Contractor shall include in the contract sum all allowances stated in the specifications or plans, and all items covered by these allowances shall be supplied in such amounts, or by such a person, as Owner may direct. The allowance shall include the cost to Contractor, less applicable trade discounts, of materials and equipment required by the allowance; delivery at the site, applicable taxes; Contractor's cost for unloading and handling on the site, for labor, installation, overhead, profit and other expenses incurred by Contractor. Whenever the cost of the allowed item exceeds or is less than the allowance, the contract sum shall be adjusted equitably by change order.

4.9 NONDISCRIMINATION

- 4.9.1 Contractor must comply with all federal and state laws, rules, regulations and orders, and all local ordinances, regulations and rules concerning wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, and similar provisions governing employment of individuals.

- 4.9.2 Contractor will not discriminate against any employee or applicant for employment or refuse employment to a person, or bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or political affiliation. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert this provision in all subcontracts hereunder and to require the subcontractors to insert this provision in their subcontracts.

Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood stated above, an employer may, without violating this provision, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees.

- 4.9.3 Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment in accordance with the above referenced nondiscrimination clause.
- 4.9.4 Contractor shall comply with the reporting requirements which the State of Alaska may establish by regulation.
- 4.9.5 Contractor shall include the provisions of these paragraphs in this section in every subcontract or purchase order under this contract so as to be binding upon every such subcontractor or vendor of Contractor under this contract.

4.10 TAXES

- 4.10.1 Contractor shall pay all sales, consumer, use and other taxes for the work or portions thereof provided by Contractor which are legally enacted at the time bids are received, whether or not yet effective.
- 4.10.2 Contractor shall comply with Owner's requirements for payment of taxes. This contract is specifically subject to the provisions of City of Kenai Code, as it now stands or as it may be amended, including but not limited to termination of the contract for non-compliance. If the violation arises from failure to file or remit sales taxes, no payment will be made to Contractor until all filings have been made and all amounts due are paid.

4.11 PERMITS, FEES, AND NOTICES

- 4.11.1 Contractor shall secure the building permit from the City of Kenai at no cost. Unless otherwise provided in contract documents, Contractor shall secure and pay for all other legally required permits and government fees, licenses and inspections necessary for the proper execution and completion of the work. These are customarily secured after execution of the contract. These costs are part of the contract price. This provision does not lessen the requirements set out in ARTICLE 1.4.
- 4.11.2 Contractor is required to comply with all permits obtained by Owner for project, if any. Contractor is responsible for requesting information from Owner regarding any applicable permits obtained by Owner.

4.12 ROYALTIES AND PATENTS

- 4.12.1 Contractor shall pay for all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save Owner harmless from loss on account thereof.

4.13 INDEMNIFICATION

- 4.13.1 The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this contract. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 DEFINITIONS AND RESPONSIBILITIES

- 5.1.1 A subcontractor is a person or entity having a direct contractual relationship with Contractor, or with one of Contractor's subcontractors, to perform any of the work at the site. A supplier is any manufacturer or person or firm providing materials, equipment or assemblies to Contractor or to one of the subcontractors for inclusion in this project.
- 5.1.2 All contracts between Contractor, subcontractors and suppliers (whether or not in privity with Contractor) shall be in accordance with the terms of this contract and shall incorporate the General Conditions of this contract. Contractor shall include in such contracts, and require its inclusion in any subcontracts, a provision holding any subcontractor or supplier (whether or not in privity with Contractor) directly accountable to Owner for work which fails to meet the requirements of the contract documents, or which prevents Contractor or any subcontractor from performing work. This direct accountability to the Owner shall be in addition to Contractor's liability for any such failure.
- 5.1.3 The provisions in this ARTICLE shall not be construed as creating a right of recourse, or any direct contractual relationship, between Owner or Owner's agents and any subcontractor, supplier, or manufacturer (whether or not in privity with Contractor).
- 5.1.4 Contractor shall make all necessary copies of these contract documents available to Owner and to each subcontractor and shall require each subcontractor to make copies of these contract documents available to each of Contractor's subcontractors, if any.
- 5.1.5 Contractor shall be fully responsible for enforcing discipline among subcontractors, their employees and their subcontractors, and for insuring that each subcontractor performs the work in accordance with the contract documents and all safety regulations.
- 5.1.6 Contractor shall have the discretion to require subcontractor(s) to provide payment or performance bonds for work of the subcontractor(s).

5.2 AWARDS TO SUBCONTRACTORS AND SUPPLIERS

- 5.2.1 At Owner's request Contractor shall submit to Owner a list of all principal subcontractors and material suppliers and shall not contract with any proposed person or organization to whom Owner voices a reasonable objection. This provision applies to substitution of subcontractors or suppliers subsequent to Owner's initial objection to a proposed person or entity. Such list shall be submitted in accordance with Division 1 requirements as provided in the contract specifications.
- 5.2.2 Rejection of a proposed subcontractor or material supplier shall not entitle Contractor to any increase in the contract sum or time.
- 5.2.3 At Owner's request Contractor shall submit to Owner a copy of any subcontract and any purchase orders for materials and equipment prior to purchase of such items.

5.3 CONTRACTOR PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 5.3.1 Recognizing the importance of maintaining the integrity of a public contract, Contractor warrants that Contractor will pay all subcontractors and material suppliers at least monthly on or about the 20th day of each month upon approval of the subcontractors' and materials suppliers' billing, for all apparently acceptable work performed on the site during the preceding month and for all apparently acceptable material incorporated into the project or delivered and properly stored at the site during any month for which Contractor has received payment from Owner. If Owner retains a percentage of sums due, Contractor may retain a like percentage, but when retainage is paid, Contractor must pay to the subcontractor or supplier interest on retainage equal to interest rate paid to Contractor by Owner.
- 5.3.2 In furtherance of Contractor's warranty under this ARTICLE and ARTICLE 8, Owner, may require Contractor to declare Contractor's status of accounts with any or all the subcontractors and suppliers. A proof of payment to subcontractors and suppliers shall be made in a form acceptable to Owner. If Contractor

breaches this warranty and fails to pay each subcontractor and materials supplier within 45 days after a monthly billing has been presented, then Owner reserves the right to withhold sufficient sums from Progress Payments due to Contractor and to issue payment to the subcontractors or material suppliers directly. This ARTICLE shall not be construed as creating a right in the subcontractors or material suppliers to have direct recourse against Owner for payment. Contractor expressly agrees that Owner will not be liable for any exercise of Owner's discretionary right under this section, and Contractor agrees to release and indemnify Owner for any claims arising therefrom, either by Contractor directly or by any subcontractor or material supplier. Likewise, this ARTICLE shall not be construed as creating a right in Contractor's surety or any other subrogated party to have direct recourse against Owner for failure to withhold sums pursuant to this section.

ARTICLE 6 SEPARATE CONTRACTS

- 6.1 Owner has the right to award separate contracts for work on the project that is not included in this contract.
- 6.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the contract documents in each case shall mean the Contractor who executes each separate contract.
- 6.3 Contractor shall afford other contractors and Owner's own forces reasonable opportunity for the introduction and storage of materials and equipment and for the execution of their work and shall properly connect and coordinate Contractor's work with theirs as required by the contract documents.
- 6.4 Any costs caused by defective or ill-timed work under separate contracts shall be borne by the party responsible thereof and shall be paid promptly.
- 6.5 When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

- 6.6 If any part of Contractor's work depends upon work performed by Owner or any separate contractor, prior to proceeding with the work, Contractor is required to report to Owner any apparent discrepancies, defects or delays in the other work which impede proper execution of the work required by this contract. If Contractor fails to report such unsuitable work by another contractor to Owner, then Contractor shall be deemed to have accepted the unsuitable work and any liability for all deficiencies, damages and costs which arise as a result of the defective work or of Contractor's use or covering of the unsuitable work.
- 6.7 Should Contractor or any subcontractor delay or cause damage to the work or property of any other contractor or person, Contractor shall repair the damage or settle the claim and shall further, to the extent allowed by law, indemnify, defend, and hold Owner harmless from any and all claims, costs, expenses, injury, damages, or loss of any kind, including attorneys' fees, court costs, or arbitration costs, which arise out of such delay or damage.
- 6.8 Should a dispute arise between Contractor and separate contractors as to the responsibility for completing, finishing or cleaning up particular work or a portion of the work, Owner may complete, finish or clean up the disputed portion and apportion the cost among Contractors responsible as Owner shall determine to be equitable.

ARTICLE 7 BONDS AND INSURANCE

7.1 PERFORMANCE AND PAYMENT BONDS

- 7.1.1 For contracts with a contract sum of one hundred thousand dollars (\$100,000) or greater, or as otherwise specified in the request for bid, Contractor shall provide as part of the basic contract sum, a performance bond and a payment bond, each in the amount of 100% of the contract amount, prior to Owner's execution

of the contract. Contractor shall have no recourse of any kind against Owner, if Owner declines to award a contract due to Contractor's failure to provide the required bonds. These bonds, in whatever amount required by the specific contract, 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.

- 7.1.2 All bonds shall name Owner as the beneficial party and shall protect Owner for a period of at least one year subsequent to the date of final payment upon this contract. All bonds shall be executed upon a form acceptable to Owner and by a surety company licensed to do business within the State of Alaska and acceptable to Owner. The form of the bond shall provide that Owner shall have at least thirty (30) days prior notice of any lapse in bond coverage. The bond payment shall be applicable to all subcontractors or material suppliers (whether or not in privity with Contractor) who might attempt to assert a claim against Owner.
- 7.1.3 Owner may inform the surety as to the general progress and status of the work. A copy of all communications with the surety company shall be provided promptly to Contractor upon request.
- 7.1.4 In the event Contractor refuses, or is unable to make payments to laborers, subcontractors or material suppliers, or to complete the work, or to correct defective work, within the times provided by this contract, Owner may elect to call upon Contractor's surety to rectify Contractor's default. Contractor shall first be given seven (7) calendar days written notice (effective when mailed) of Owner's intentions to call upon the surety company and Owner shall specify to Contractor the basis for the proposed course of action. If Contractor fails to correct the default within the time provided, Owner shall promptly call upon the surety.
- 7.1.5 Prior to final payment or reduction in retainage, Contractor shall provide written consent of each affected surety releasing Owner from any further claims arising from payment to Contractor and obligating the surety company to rectify any default, nonpayment, defective work, error, omission or deficiency of Contractor.
- 7.1.6 Contractor and Owner expressly agree that Owner shall be entitled to retain from payments to Contractor amounts in excess of normal retainage if these additional amounts may be necessary to indemnify Contractor's surety for any payment or corrective work which the surety might be required to undertake. This additional retainage will be made only upon written directive by Contractor's surety specifying the reason for retaining extra amounts, the amounts to be retained and agreement of the surety to reimburse Owner for any interest which may be due Contractor under the provisions of the Alaska Statutes.

7.2 CONTRACTOR'S INSURANCE

- 7.2.1 The services to be rendered under this contract are those of an independent Contractor.
- 7.2.2 Contractor and all subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and at a minimum purchase the insurance coverage as specified in ARTICLE 7.2.5 and 7.2.6 below, and any other insurance coverage as may be specified in ARTICLE 7.2.11 SUPPLEMENTARY GENERAL CONDITIONS OF INSURANCE, if attached and forming a part of this contract. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best.
- 7.2.3 This insurance coverage required by ARTICLE 7.2.5 and 7.2.6, and ARTICLE 7.2.11 if attached, shall be in acceptable form, and for the amounts specified by the City of Kenai, or as required by law, whichever is greater.
- 7.2.4 The insurance policies shall remain in force for the life of the contract and shall be a part of the contract price.
- 7.2.5 Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.
- 7.2.6 Per Alaska State Statutes, Worker's Compensation and Employers Liability Insurance shall be provided for all employees who are performing work under this contract.

- 7.2.7 Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address designated for legal service in the agreement, at or prior to presentation of the contract for execution by owner.
- 7.2.8 There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverages as specified in this contract, without thirty (30) days prior written notice to the City of Kenai. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated for legal notice in the agreement.
- 7.2.9 Upon renewal or change in policies during the contract, Certificates of Insurance shall be delivered to the address designated for legal notice in the agreement.
- 7.2.10 Owner shall have the option to purchase and maintain such insurance as will protect Owner against property losses or liability claims, which may arise from operations under the contract. Insurance providing coverage against fire and extended coverage perils, may, at Owner option, provide coverage to the full insurable value of the project and insure the interests of Contractor and all subcontractors as their interests may appear. Any recovery for loss insured pursuant to this General Condition is to be adjusted to Owner and made payable to Owner as trustee for the insured, as their interests may appear. This section does not modify the contractor or subcontractors' responsibility to provide insurance as required in ARTICLE 7.
- 7.2.11 May be added in supplementals as Supplementary General Conditions of Insurance.

ARTICLE 8 MEASUREMENT, PAYMENT AND COMPLETION

8.1 SCOPE OF PAYMENT

- 8.1.1 Unless altered by change order, Contractor shall be paid only that sum set forth in the agreement between Owner and Contractor as Contractor's compensation for performance of all work required by the contract documents.

8.2 LUMP SUM PAY ITEMS

- 8.2.1 Each bid item is characterized as either a lump sum item or a unit price item in the bid documents. Where the item is bid at a lump sum price, no additional compensation shall be paid to Contractor for additional work required because Contractor failed to include items or quantities in Contractor's estimate or a subcontractor's estimate, or failed to utilize proper construction means, methods, procedures or sequence or by virtue of any decision of Contractor.
- 8.2.2 Contractor is required to provide and pay for all requirements necessary for the proper execution and completion of the contract unless specifically excluded by the contract documents. The costs are part of the contract price. The requirements include but are not limited to the requirements stated in ARTICLE 1.4.
- 8.2.3 All materials and equipment incorporated in the work shall be new except as otherwise provided in the contract documents. All materials and equipment shall meet or exceed the requirements of the plans and specifications and Contractor shall furnish, if requested, satisfactory evidence as to the source, kind and quality of any materials and equipment.

8.3 UNIT COST ITEMS

- 8.3.1 Quantities appearing in the bid schedule are approximate and are prepared for comparison of bids. Payment to Contractor will be for actual quantities of work performed and materials furnished in accordance with the contract documents. Scheduled quantities of work and materials may be increased, decreased or eliminated as provided herein.

8.4 APPLICATION FOR PAYMENT

- 8.4.1 Applications for payment shall be based on Contractor's submitted schedule of values, as approved by Owner per Section 4.2. Schedule of values shall be prepared in such form and supported by such data as may be required by Owner to substantiate its accuracy prior to Contractor's first application for payment.
- 8.4.2 The schedule of values shall include quantities of work, unit prices and other items comprising the contract price. It shall subdivide the work into each component part in sufficient detail to serve as the basis for progress payments during construction.
- 8.4.3 With each subsequent application for progress payment, Contractor shall provide a schedule of values to Owner showing all work which has been performed to date together with the value thereof, and the percentage of work completed.

8.5 PROGRESS PAYMENTS

- 8.5.1 Progress Payments shall be made monthly, based upon the amount of apparently acceptable work performed at the site and apparently acceptable materials purchased for the project and properly stored at the site during the previous month. Disbursement of progress payments will not effect a transfer of the risk of loss from the Contractor to the Owner for invoiced equipment or material. The risk of loss of the work and all material and equipment not yet incorporated in the work is the liability of the Contractor until substantial or final completion, whichever is earlier.
- 8.5.2 The value of work performed and materials stored shall be set forth in Contractor's revised schedule of values. If requested by Owner, Contractor shall promptly provide Owner any additional information necessary to ascertain the value of the work performed or the cost of materials stored at the site during the previous month. Each updated Schedule of Values shall be in the form of a notarized affidavit. Proof of certified payroll shall be provided per ARTICLE 4.
- 8.5.3 By application for payment, Contractor warrants and guarantees to Owner that title to all work, materials, and equipment for which payment is requested will pass to Owner either by incorporation in the construction and after substantial completion or upon receipt of payment, whichever occurs later, that such title will be clear of all liens, claims, security interests, and other encumbrances, except for liens to be released later prior to final payment and specifically identified on the application for payment, and that all such work, materials, and equipment are of acceptable quality.
- 8.5.4 Each application for payment shall be made no later than the tenth day of each month for work performed during the preceding month. Progress Payment requests shall be submitted to Project Representative for analysis and recommendation to Owner.
- 8.5.5 Project Representative will review Contractor's application for payment within seven (7) working days after receipt and if Project Representative ascertains that the amounts set forth therein are properly due and owing to Contractor, then Project Representative shall issue a Certificate of Payment to Owner. If Project Representative determines that only a portion of the sum requested is then properly due and owing to Contractor, then Project Representative may issue a Certificate of Payment in a lesser amount or may reject the application altogether. Project Representative will notify in writing both Contractor and Owner of the reasons for reduction or rejection of any application for Progress Payment.
- 8.5.6 Project Representative's issuance of a Certificate of Payment constitutes a representation that the work has progressed to the point indicated and that to the best of Project Representative's professional knowledge and information, Contractor is entitled to payment in the amounts certified.

8.6 RETAINAGE

- 8.6.1 After receipt from Project Representative of the Certificate for Payment, Owner shall make payment to Contractor within thirty (30) days. Owner shall have the option to retain up to 10% of the full amount of the Certificate for Payment plus lump sum amounts for material and equipment not properly stored, or subject to damage prior to use. Amounts retained by Owner may be held by Owner until project completion. If the project involves grant money or the City has entered into a written contract with the state to provide state funds, payment will be made in accordance with AS 36.90.200-270.

8.6.2 Owner may withhold additional sums of money from progress payments in an amount sufficient to safeguard and protect Owner against any apparently meritorious claims against Contractor by any party other than Owner, and for any work which Owner ascertains to be defective or not meeting the requirements of the contract documents.

8.7 CONDITIONS OF PAYMENT

8.7.1 Project Representative may refuse to approve all or any part of any request for progress payment if, in Project Representative's opinion, it would be incorrect to make the representation to Owner set out in ARTICLE 8. Project Representative may also refuse to approve all or any part of any request for progress payment, if subsequently discovered evidence or the results of subsequent inspections or tests nullify any payment previously approved.

8.7.2 Owner may withhold payment to the extent necessary to protect Owner from loss resulting from:

- A. Defective or damaged work;
- B. Claims or liens which have been filed or may be reasonably expected;
- C. Contract price reduction by modifications or change orders;
- D. Owner cost to correct or complete defective work;
- E. Unsatisfactory prosecution of the work by Contractor, including but not limited to failure to furnish adequate submittals or to clean up the work or site;
- F. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- G. Failure of Contractor to make payment properly due to subcontractors, employees, suppliers or utilities;
- H. Reasonable evidence to believe the work cannot be completed within the contract time.
- I. Damage to Owner's property not replaced or repaired in timely manner.

When the grounds for withholding payment are removed, payment shall be made for amounts withheld.

8.7.3 Neither the issuance of a Certificate of Payment, nor the making of any progress payment, nor the partial or entire use of the project by Owner shall constitute an acceptance of any work not in accordance with the contract documents nor shall it constitute a waiver of any right accruing to Owner or of any duty of Contractor.

8.8 SUBSTANTIAL COMPLETION

8.8.1 Substantial Completion is defined as the state of construction at which the work is sufficiently complete and in accordance with the contract documents, so that Owner could occupy and utilize the work or a specific portion of it, for its intended use.

8.8.2 When Contractor considers the work substantially complete Contractor shall notify Project Representative in writing and request a Substantial Completion inspection. The request shall be made a minimum of three business days in advance. The notice shall include a comprehensive list of items to be completed, reasons they are not completed and a date of anticipated completion. The notice shall also include copies of all code compliance inspections, the Certificate of Occupancy, if applicable, and any other documents required by the contract.

8.8.3 Project Representative shall schedule the Substantial Completion inspection and notify Contractor. The inspection will be performed by Project Representative, Architect, Design Engineers, and Owner personnel in the presence of Contractor. Should this inspection find the work not substantially complete, Owner may terminate the inspection and promptly notify Contractor in writing of the conditions for reinspection. Any deficiencies identified by this inspection will be listed and promptly furnished to Contractor for remedial action.

8.8.4 If Contractor has requested that Project Representative and Owner make an inspection to ascertain Substantial Completion, and if the work is not then substantially complete, Contractor shall be liable for all costs Owner, Architect, and Project Representative have incurred in making the inspection.

- 8.8.5 If it is determined on the basis of inspection that the work is substantially complete, Project Representative will issue a Certificate of Substantial Completion. Included in the certificate shall be a list of items which must be completed or corrected before final payment and the time within which such items shall be complete and corrected. Failure to include an item on this list does not alter the responsibility of Contractor to complete all work in accordance with contract requirements.
- 8.8.6 Certificate of Substantial Completion shall state the date of Substantial Completion and the respective responsibilities of Owner and Contractor for the maintenance, insurance and security of the work. Certificate of Substantial Completion shall specifically authorize Owner to take possession of the premises and utilize them for their intended purpose. Owner's beneficial occupancy of the premises shall make reasonable allowance for the performance of the work which Contractor must complete prior to final completion.
- 8.8.7 If Contractor fails to complete or correct work required by the Certificate of Substantial Completion within the time allowed, then the Certificate of Substantial Completion shall be voided and the contract time expended by Contractor shall be counted, and the acceptability of the work shall be inspected as if a Certificate of Substantial Completion had not been issued.
- 8.8.8 Upon Substantial Completion of the work and upon application by Contractor and certification by Project Representative, Owner shall make payment, reflecting adjustment in retainage, if any, for such work as provided in the contract documents.

8.9 FINAL COMPLETION AND WARRANTY PERIOD

- 8.9.1 The terms Final Completion and Warranty Period refer to, respectively, the finalization of the construction phase and a one-year warranty period following the Substantial Completion. Final Completion shall be represented by a lump sum dollar amount identified on the schedule of values. Final Payment represents a sum of money to perform all tasks necessary from Substantial Completion to Final Completion, including completion of final punch list, completion of as-built data, turnover of all warranty information, notarized acknowledgments of payments, and relinquishment of claims against Owner.
- 8.9.2 When Contractor considers the work ready for Final Completion, Contractor shall forward to Project Representative an application for final payment including (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) consent of surety, if any, to payment, (3) irrevocable, notarized proof of payment and relinquishment of claim against Owner, issued by every subcontractor (whether or not in privity with Contractor), material supplier and other party who might assert a claim against Owner, and (4) all other documentation required by the contract documents. Project Representative and Owner shall promptly inspect the work to see that it is fully performed and complete, that all portions of the work are acceptable and that the contract is fully performed aside from completion of the Warranty Period. After Project Representative has made a determination that these requirements have been met, Project Representative shall prepare and recommend that Owner issue a Certificate of Final Completion and Final Payment.
- 8.9.3 Project Representative's approval of Final Payment constitutes an additional representation by Project Representative to Owner that to the best of Project Representative's knowledge and information, all conditions which Contractor must fulfill prior to being entitled to Final Payment have in fact been fulfilled in accordance with the contract documents.
- 8.9.4 If any party refuses to relinquish its claim, or if Owner considers that any item or portion of the work: (1) is of doubtful acceptability under the contract documents; or (2) may diminish the value of the work; or (3) may prove to be ultimately unreliable; or (4) may prove to be less functional than required by the intent of the contract, then Owner, in lieu of refusing Final Payment to Contractor, may allow Contractor to furnish a bond in a form and in an amount satisfactory to indemnify Owner against losses occasioned thereby. If any additional costs to settle the claim or to correct work of doubtful quality accrue to Owner in excess of the indemnity available to Owner, Contractor shall refund to Owner all differences and costs which Owner might be compelled to pay, including all litigation costs and reasonable attorney fees.
- 8.9.5 Acceptance of final payment by Contractor constitutes an explicit waiver of all claims which Contractor might assert against Owner except those previously made in writing and identified by Contractor as unsettled at the time of the Application for Final Payment.

- 8.9.6 Final Payment to Contractor shall constitute a waiver of all claims which Owner might assert except those arising from: (1) unsettled claims; (2) faulty or defective work (3) failure of the work to comply with the requirements of the contract documents; (4) warranties required by this contract or that by their terms do not expire upon completion of the contract.
- 8.9.7 If, after Substantial Completion, Warranty Completion is delayed through no fault of Contractor, or by the issuance of change orders affecting Final Completion, Owner may, upon recommendation of the Project Representative, extend the contract time by a reasonable period and accept certified applications for further Progress Payments.
- 8.9.8 Upon completion of all requirements identified in ARTICLE 8 as "Final" the funds representing Final Payment shall be released to Contractor along with the Certificate of Final Completion. Upon issuance of Certificate of Final Completion all contract sums shall be accounted for to Contractor and shall be paid to Contractor. However, any and all applicable bonds shall not be released until after the Warranty Period.
- 8.10 TIME AND LIQUIDATED DAMAGES**
- 8.10.1 The time permitted for construction of the work will run from issuance of Notice to Proceed through the dates for Substantial Completion as specified in Agreement between Owner and Contractor, unless a specific completion date is specified.
- 8.10.2 The term "day" as used in this contract shall mean "calendar day" unless specifically stated otherwise.
- 8.10.3 All warranty periods and obligations accruing to Contractor through completion of the work shall be considered to begin on the date of Substantial Completion, unless otherwise agreed to separately in writing by Owner and Contractor.
- 8.10.4 Contractor shall begin the work as soon as possible after the date identified in Notice to Proceed and shall prosecute the work expeditiously and with adequate labor and materials.
- 8.10.5 Liquidated damages will be applied in the amount set out in the Agreement.
- 8.10.6 Claims for extension of time will be considered only if they affect "critical path" items specifically identified in the detailed progress schedule or in any applicable Supplementary Conditions. Claims for extension of the contract time must be made in writing to Owner not more than twenty (20) days after the reason for requested extension appears.

ARTICLE 9 CHANGES IN THE WORK, CONTRACT PRICE, AND TIME

9.1 CHANGE ORDERS

- 9.1.1 Without invalidating this contract, Owner may, at any time, order additions, deletions, or revisions in the work. All such changes must be authorized by written change order. Upon receipt of a change order, Contractor shall proceed with the work in accordance with applicable requirements of the contract documents. If any change order entails an increase or decrease in the contract price or an extension or curtailment of the contract time, adjustment will be made as provided herein.
- 9.1.2 Extra work will be paid for either at a fixed price specified in the change order (using unit prices or a lump sum amount) or on a time and materials basis.
- 9.1.3 Project Representative may authorize minor changes, alterations or deviations in the work in accordance with ARTICLE 2. These changes shall be authorized by written Field Order to be included in a subsequent Change Order.
- 9.1.4 Any additional work performed by Contractor without a properly executed change order will not entitle Contractor to an increase in the contract amount or to an extension of the contract time, except in the case of emergency threatening life, safety or property.

9.2 ISSUANCE OF CHANGE ORDER

- 9.2.1 The contract sum constitutes the total compensation to Contractor for the work required by this contract. The contract price may be changed only by a properly executed change order. Any request for increase in the contract price shall be based upon written notice delivered to Project Representative within ten (10) days after the reason for the proposed increase appears. Change order proposals must be accompanied by all pertinent data and documentation, including a detailed estimate showing costs, quantities, unit prices and markups for overhead and profit.
- 9.2.2 Project Representative shall analyze Contractor's change order proposal and shall make a recommendation to Owner within a reasonable period of time. If Owner accepts the proposal, Project Representative shall prepare the change order for execution by Contractor and Owner.
- 9.2.3 The value of any work added or deleted by change order shall be determined by one of the following methods:
- A. Application of unit prices set forth in the bid: unit prices shall include all direct and indirect costs of the work, including labor, equipment (whether owned or rented), materials, home office expense, all overhead and profit.
 - B. Application of mutually accepted unit prices for work not covered by bid unit prices: unit prices shall include all direct and indirect costs of the work, including labor, equipment (whether owned or rented), materials, home office expense, all overhead and profit.
 - C. Mutual acceptance of a lump sum: Contractor's lump sum proposal must include an itemized breakdown of all costs of Contractor, subcontractors and suppliers. Breakdowns shall show quantities and prices of labor, materials, equipment and other direct costs. To direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.
 - D. At Owner's option, Contractor may be directed to proceed with additional work on a "time and materials" basis which may also stipulate a maximum "not to exceed" amount. Contractor will be required to maintain and submit detailed records showing all quantities and prices of labor, materials, equipment and other direct costs. To direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.
- 9.2.4 When both additions and credits for related work or substitutions are involved in any one change, the allowance for overhead and profit shall be based on the net change. All related items within a proposal shall be considered as a single item for purposes of computing overhead and profit.
- 9.2.5 When Contractor is directed to proceed on a time and materials basis, costs of the work shall be submitted daily for approval by Project Representative and may only include:
- A. Actual payroll costs for employees, as substantiated by certified payroll, in the direct employ of Contractor for the times actually utilized in prosecution of the additional work, including allowance for benefits which Contractor customarily provides its employees;
 - B. The actual substantiated cost to Contractor for all material and equipment incorporated into the work, including transportation and storage expenses;
 - C. The actual substantiated amounts of payments by Contractor to subcontractors for work performed by the subcontractors;
 - D. Any costs of special consultants to the extent authorized by Owner;
 - E. Substantiated equipment rental costs at reasonable market rates;
 - F. Additional supervision and travel costs reasonably related to the work performed;
 - G. Increased bond premiums;
 - H. Additional license fees, permits, or applicable taxes;

- I. Minor incidental expenses such as telegrams and long distance telephone charges.

To these direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.

- 9.2.6 Unless specifically agreed to by Owner in writing, the cost of additional work shall not include any portion of Contractor's general overhead, nor any sum attributable to Contractor's prosecution and supervision of the principal work at the site, nor any overtime expense, unless specifically agreed to by Owner in writing. Contractor shall not be compensated for any casualty or other losses or expenses attributable to negligence of Contractor or any person in its employ or any subcontractor or supplier.
- 9.2.7 Payment to Contractor shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the contract or applicable change order. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, Contractor shall accept as payment in full, payment at the original contract unit prices for the quantities of work and materials furnished, completed and accepted; except as provided in the contract documents.

9.3 UNIT PRICES

- 9.3.1 When unit prices are used, and where the final quantity of a major contract item varies more than 25% above or below the bid quantity, either party to the contract may request an equitable adjustment in the contract unit price of that item. A major contract item is an item equal to 10% or more of the total contract.
- 9.3.2 When the final quantity of work is less than 75% of the bid quantity, the equitable adjustment shall be made for those units of work done and accepted, except that the total payment for the item shall not exceed 75% of the total amount bid for the item.
- 9.3.3 To determine unit prices for authorized changes or additions in the work that alter the quantity of work under a lump sum pay item, adjustment to the pay item will be determined by multiplying the added or deleted quantity by the quotient of the contract lump sum price and the estimated quantity shown on the original plans. Payment will be made under a new contract item established for that purpose. Adjustments will be made as a change order to the contract.
- 9.3.4 No allowance shall be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed, either directly from such alterations in quantities or indirectly from unbalanced allocations among the contract items by Contractor, or any other causes.

9.4 ALLOWABLE OVERHEAD AND PROFIT

- 9.4.1 When the value of change order work is determined by the lump sum method or by the time and materials method, the following definitions and percentages shall apply.
- 9.4.2 Direct costs are defined as the net cost to Contractor to accomplish a given change. Costs of bonds and insurance associated with the change shall be applied after addition of indirect costs.
- 9.4.3 Indirect costs are defined as general operational charges relating to the accomplishment of a given change, including but not limited to small tools, incidental job burdens and general office expense.
- 9.4.4 Overhead and Profit: Allowances for all indirect costs shall be identified as combined overhead and profit and shall not exceed the percentages in the following schedule:
 - A. Additive work:
 - (1) Prime Contractor:
 - (a) 15% of the direct costs of own work in excess of \$1,000.00; 20% when the total value of own work is equal to or less than \$1,000.00.
 - (b) 8% of the direct costs of work performed by subcontractors not including subcontractor's overhead and profit.
 - (c) 8% of the direct costs of equipment.
 - (2) Subcontractors: percentages represented in subsections (a) and (b) are a maximum percentage

- allowed regardless of the tier or number of subcontractor(s) performing the work:
- (a) 15% total of the work performed by subcontractors in excess of \$1,000.00; 20% total of the work performed by subcontractor equal to or less than \$1,000.00.
 - (b) 8% of the direct costs of equipment.
- (3) In no case shall overhead and profit exceed 23% of the direct costs of work or 16% of the direct costs of equipment when the cost of the work exceeds \$1,000.00. In no case shall overhead and profit exceed 28% of the direct costs of work or 16% of the direct costs of equipment when the cost of the work is equal to or less than \$1,000.00.

B. Deductive work:

- (1) Prime Contractor: 4% of the direct cost of deleted own work.

9.5 CONCEALED CONDITIONS

- 9.5.1 This ARTICLE applies only when concealed conditions substantially at variance with the conditions set forth in the contract documents are encountered and these conditions were not foreseeable by Contractor or reasonably inferable from information provided by Architect or Owner in the bidding documents.
- 9.5.2 If it is determined the Contractor could not predict the concealed conditions as set forth under ARTICLE 9.5.1, Owner may issue a change order for the performance of additional work required with an equitable adjustment in the contract sum. Contractor shall not begin work upon any concealed condition until Owner has approved a written change order

ARTICLE 10 TESTING AND CORRECTION OF WORK

10.1 TESTS AND INSPECTIONS

- 10.1.1 Contractor shall be responsible for securing permits and approvals from entities having jurisdiction over the work. Contractor will provide any special testing or inspections required by the contract documents. Contractor shall notify Owner 48 hours prior to performing testing. Contractor shall not cover work that requires testing, inspection or approval until such testing, inspection, or approval has been completed. Owner reserves the right to approve the testing agency.
- 10.1.2 Neither observation by Owner nor inspections, tests, or approvals by Owner or Owner's testing agency shall relieve Contractor from Contractor's obligation to perform the work in accordance with the contract documents.

10.2 UNCOVERING OF WORK

- 10.2.1 If any work is covered or buried contrary to contract requirements or Owner's written request, such work shall be uncovered at Owner's request for inspections, tests or approvals. Uncovering and recovering shall be at Contractor's expense, unless Contractor has given notice of intent to cover the work and Owner has not acted with reasonable promptness to provide any necessary tests, inspections or approvals.
- 10.2.2 If any work has been covered which Owner has not specifically requested to observe prior to covering, or if Owner considers it necessary or advisable that covered work be inspected or tested by others, then Contractor shall, at Owner's request, uncover, expose or otherwise make available for observation, inspection, or testing, that portion of the work as Owner may require. Contractor shall furnish all necessary labor, materials and equipment. If such work is found to be defective, Contractor shall bear all expenses, including compensation for any additional professional services and testing. If, however, the uncovered work is found not to be defective, Contractor shall be allowed an equitable adjustment in the contract price or the contract time. Only Contractor's direct costs attributable to the uncovering of work and its recovering shall be allowed.

10.3 DEFECTIVE WORK

- 10.3.1 All work not meeting the requirements of the contract documents shall be considered defective.
- 10.3.2 Contractor shall promptly correct or replace any defective work. Any and all costs associated with correction or replacement shall be borne by Contractor. Contractor shall also bear the expense of making good all

work of others destroyed or damaged or required to be redone because of the correction or replacement of defective work.

- 10.3.3 If, after seven (7) days written notice to Contractor, Contractor fails to correct deficiencies or to provide Owner with an approved schedule for correcting defective work, Owner may, without prejudice to any other remedy it may have, make good deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor. No extensions of time shall be allowed for correction of work that is defective.

ARTICLE 11 WARRANTIES

- 11.1 Contractor unconditionally warrants for a period of one year from issuance of the Certificate of Substantial Completion the usability and quality of all work, labor and materials incorporated into the project, unless otherwise provided in the contract documents. After the approval of Final Payment and prior to the expiration of one year after the date of Final Completion, any work found to be defective shall be remedied promptly by Contractor within fourteen (14) days of written notice without cost to Owner and in accordance with Owner's written instructions. Contractor shall either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with acceptable work. If Contractor does not promptly comply with the terms of Owner's instructions, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be deducted from Warranty Period Payment, unless the surety elects to remedy deficiency.
- 11.2 In addition to other warranties set forth in this contract and in accordance with requirements stated in the contract documents, Contractor shall obtain and transmit to Architect all warranties on material and equipment incorporated into the work and either provided by the supplier or otherwise required by the contract documents. Transmittal of warranties to Owner shall be a prerequisite of the Certificate of Final Completion.
- 11.3 All material and equipment installed by Contractor shall have a manufacturer's warranty for a period of one year, except as otherwise provided by the contract documents. The period of warranty shall begin on the date of Substantial Completion unless otherwise noted on the Certificate of Substantial Completion. This article does not limit any manufacturer's warranty which extends for a period of time longer than that specified as minimum in the contract documents.
- 11.4 If a warranty period in excess of one year on a particular item or part of the work is required by the contract documents, the longer warranty period shall govern warranty obligations of Contractor.
- 11.5 Owner may accept defective work or materials found during the warranty period instead of requiring correction or removal and replacement. If acceptance occurs prior to approval of final payment, a change order shall be issued to reduce the contract price. If acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 11.6 The provisions of this ARTICLE shall not be construed as limiting the right of Owner to make a claim against Contractor for work not constructed in accordance with the contract documents. Where a defect attributable to Contractor's or subcontractor's materials or workmanship appears after expiration of the one-year warranty period, Owner shall notify Contractor of the appearance of damages due to defective work or materials and shall offer Contractor the right to replace or repair all defective work and other work using Contractor's forces. If Contractor fails to correct the work and any consequentially damaged work within a reasonable time, or if Contractor refuses to correct the work, Owner may correct the work utilizing Owner's own forces. Contractor shall pay Owner all costs attributable to correction of the defective work and any consequential damages occasioned by the defective work.
- 11.7 Should Owner and Contractor agree to delay completion of any items, the one-year warranty period for those items shall commence upon written acceptance of each item by Owner.

ARTICLE 12 CLAIMS AND LITIGATION

- 12.1 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.

- 12.2 No controversy or claim arising out of this contract shall be subject to binding arbitration unless both Owner and Contractor agree in writing to submit the question to arbitration at the time when the controversy arises.
- 12.3 All claims, disputes and other matters in question between Contractor and Owner relating to the execution or progress of the work shall be referred initially to Project Representative, who shall render a recommendation in writing to Owner within a reasonable time.
- 12.4 During pendency of any claim arising out of this contract, Contractor shall carry on the work and maintain the Progress Schedule approved by Owner unless otherwise agreed by Contractor and Owner in writing. Should Contractor cease work, Contractor shall be in breach of this contract and Owner shall have the right to terminate the contract and to prosecute the work to completion with Owner's own forces or with a replacement Contractor. Contractor shall be responsible for any increase in costs to Owner above the contract price.
- 12.5 Contractor may make claims for additional costs only if the additional cost involved has occurred because of:
- A. A change order issued by Owner, where the additional sum due Contractor set forth in the change order is in dispute.
 - B. An order by Owner to stop the work where Contractor was not at fault.
 - C. Concealed conditions as set out in ARTICLE 9.
 - D. Failure of payment by Owner pursuant to ARTICLE 3.
 - E. Additional costs or delays caused by separate contractors' or Owner's forces in accordance with ARTICLE 6.
- 12.6 Contractor shall not make a claim for additional costs where the basis of the claim lies in an oversight or mistake made by Contractor during the bidding process or by reason of negligent acts or omissions of Contractor or any mistake in judgment or improper selection of construction means, methods, sequences and materials during the course of construction.
- 12.7 If Contractor is entitled to make claim for an increase in the contract sum, Contractor shall deliver to Owner written notice of Contractor's intention to assert each claim within twenty (20) days after occurrence of each event giving rise to the claim. Contractor must give this notice of claim and specify the full extent and nature of the claim(s) to Owner before proceeding to execute the work upon which a claim might be asserted. No claim for additional costs or compensation shall be valid unless the prior twenty (20) day notice has been given. Adherence to this provision shall be strict. Any adjustment in the contract sum resulting from settlement of claims shall be authorized by change order.

ARTICLE 13 TERMINATION OF THE CONTRACT OR SUSPENSION OF THE WORK

13.1 TERMINATION BY OWNER

- 13.1.1 Owner shall have the right to terminate the contract if Contractor should file for bankruptcy, reorganization, otherwise be declared insolvent, or if Contractor makes a general assignment for the benefit of creditors. Exercise of these rights, where required by law, is contingent upon relief from the automatic stay provisions of the United States Bankruptcy Court or through other appropriate court order. This right of termination is in addition to the right of Owner to terminate for cause outlined below and other rights of termination as stated in the contract documents.
- 13.1.2 Termination for cause: If Contractor: (1) repeatedly refuses or fails to supply enough proper skilled workmen; or (2) fails to pay promptly all subcontractors, suppliers, or other parties as set out in the contract documents; or (3) fails to adhere in all respects to the provisions of Title 8, Chapter 30, of the Alaska Administrative Code and Title 36 of the Alaska Statutes as applicable to this contract and all other pertinent statutes, ordinances or regulations or orders of any local, state, or federal authority concerning payment; or (4) allows insurance to lapse; or (5) if after seven (7) days written notice, without prejudice to any other remedy of Owner, Contractor fails to correct to Owner's satisfaction deficiencies in work that does not conform to the contract documents; or (6) allows a situation that creates a danger to person or property to arise. Where an emergency situation creating a danger to person or property arises, Owner may at its option terminate the contract and take possession of the site and any of Contractor's equipment and material necessary to complete an emergency response or hire a separate contractor to complete the

emergency response. Contractor shall be paid the contract rate for the material used and shall be paid for the use of Contractor's equipment at the price shown in the contract documents or at the rate for such equipment listed in RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT, published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110. If the rate for such equipment is not so listed, reliable sources will be used to determine a reasonable rate.

- 13.1.3 In the event of termination for cause, Owner shall have the right of set-off, from any payment due Contractor, of all expenses, costs, and damages including but not limited to all professional and legal expenses and attorneys' fees and costs or other additional expenditures necessary to complete the projects that are occasioned by the termination. In the event such amounts exceed the amount of payment withheld, Contractor shall be liable to Owner for such amounts. No payment shall be made to Contractor prior to determination that a balance is due Contractor after the amount of set-off is determined.
- 13.1.4 Owner may terminate this contract at any time for the convenience of Owner for any reason deemed by Owner to be in the best interest of Owner.
- 13.1.5 If this contract is terminated for convenience, Contractor will be directed to make all necessary preparations for closing out the project and for safeguarding Owner's materials and the work already completed. Contractor will be paid for all conforming work done to date and for all materials delivered to the site and already paid for by Contractor, together with all reasonable costs directly attributed to termination, including fixed overhead. Contractor shall be responsible for minimizing the extent of such expenses and shall **not** be paid for expenses which could have been reasonably avoided. On the date that notice of termination or suspension for convenience is issued, Contractor shall immediately take all actions necessary to stop orders of material, rental of equipment or premises, employment of persons on the project, and shipment of materials not yet delivered to the site. The notice of termination or suspension for convenience shall specify a date by which all steps necessary for termination shall be completed and by which Contractor shall have removed any unused material and all Contractor's equipment and forces. Contractor shall leave the premises in a clean and safe condition on or prior to the date specified in the notice. Owner shall certify that all termination procedures have been completed and that the premises have been turned over to the possession of Owner. Within fifteen (15) days after that certification by Owner, Contractor shall render to Owner a bill for all expenses incurred in termination and for all work done subsequent to the last progress payment. Owner shall pay Contractor all sums properly due, together with any retainage not necessary to cover apparently nonconforming work or other changes, within fifteen (15) working days after the bill has been received by Owner, provided that Owner has received releases for all liens.
- 13.1.6 If Contractor is terminated for cause or default on this contract, the performance bond surety shall commence performance within fourteen (14) days of the termination or default. If the surety does not arrange for or commence performance by that date, Owner shall have the option to complete or arrange for performance and the surety shall not be relieved of any responsibility for payment of costs of performance.
- 13.1.7 Should Owner elect to terminate Contractor's services prior to final completion of the work, such termination shall not affect any rights Owner might assert against Contractor at time of termination or thereafter. Any retention or payment of monies by Owner to Contractor shall not release Contractor from that liability.

13.2 SUSPENSION OF THE WORK

- 13.2.1 Owner may, at any time and for any reason, suspend the work or any portion of it for a period not to exceed ninety (90) days, by written notice delivered to Contractor thirty (30) days prior to the date fixed for suspension. The notice of suspension shall fix the date on which the work is to be resumed and Contractor shall resume the work on the date so fixed. Equitable adjustment in the contract price, the contract time, or both shall be made for cost or delay directly attributable to suspension of the work.

13.3 TERMINATION BY CONTRACTOR

- 13.3.1 If through no act or fault of Contractor, Owner orders a suspension of work for a period of more than ninety (90) days, Contractor may, upon thirty (30) days written notice to Owner, terminate this contract and recover from Owner payment for work accepted to date plus purported overhead and profit in the manner provided in ARTICLE 9.4. Contractor shall also have the right to terminate this contract if Owner fails within forty-

five (45) days to pay amounts properly due Contractor for satisfactorily accomplished work, so certified by Project Representative, as due and payable. The provisions of this section do not include amounts ordinarily retained from Contractor's Application for Payment or amounts retained because of unsatisfactory, defective, or incomplete work, or for any other reason provided in the contract documents.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.1 Whenever any provision of the contract documents requires written notice, such notice shall be deemed to have been given and binding when given by certified mail to the respective party at the address provided in the Legal Notice provision of the agreement section of the contract documents.
- 14.2 Neither party may assign this contract without the written consent of the other party and Contractor may not delegate duties under this contract other than as provided in the contract documents without the prior written consent of Owner.
- 14.3 In the event a provision of the contract documents is found to be unenforceable or void for any reason, it shall be considered as severed from the contract documents, and the remaining portions of the contract documents shall stand as if that provision had never been included in the contract documents. In the event the unenforceable or void provision is legally essential to the continuing existence of the contract, the parties shall attempt to substitute a reasonable replacement provision.
- 14.4 **No general condition stated in these provisions or other provision in the contract documents lessens, alters, or makes inapplicable the requirement for indemnification stated in ARTICLE 4.13. In the event of conflict between any contract provisions, the requirements set out in ARTICLE 4.13 control.**

END GENERAL CONDITIONS

Blank

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 Lilac Lane Roadway Improvements

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 instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

(Principal) (SEAL)

(Principal Secretary)

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 Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
the Owner, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part
hereof for the construction of:

2024 Lilac Lane Roadway Improvements

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 three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2024.

(Principal) (SEAL)

(Principal Secretary)

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 Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

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

PROJECT NAME: 2024 LILAC LANE ROADWAY IMPROVEMENTS

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project _____ between the undersigned and the City of Kenai dated _____ the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$ _____, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.

4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

CONTRACT DATE: _____

CONTRACTOR: _____

TO: CITY OF KENAI, OWNER
210 Fidalgo Avenue
Kenai, AK 99611
Attn: Public Works Department

In accordance with the provisions of the above-referenced Contract between Owner, City of Kenai, and Contractor, Surety (insert name and address of Surety),

does 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:

1. In giving this Consent, Surety has made its own investigation to determine whether said payment should be made to Contractor and Surety has not relied on any representation by the City of Kenai or its employees or agents which has induced it to consent 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

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. _____
Effective: _____
Expires: _____

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC
DEVELOPMENT
Division of Occupational Licensing

Division of Occupational Licensing

Certifies that

COMPANY NAME

Is a Registered

Specialty

Commissioner: _____



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(ies) 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 certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X X				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
X	POLICY					
	PRO-JECT					
	LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
X	ANY AUTO					BODILY INJURY (Per person) \$
A	ALL OWNED AUTOS	X X				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					Underinsured motorist \$ 1,000,000
	NON-OWNED AUTOS					
X	UMBRELLA LIAB					EACH OCCURRENCE \$
A	EXCESS LIAB					AGGREGATE \$ 4,000,000
	OCCUR					
	CLAIMS-MADE					
	RETENTION \$ 10,000					
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUTORY LIMITS OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		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**

The Certificate holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf of 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
Public Works
210 Fidalgo Ave
Kenai, AK 99611

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

MINIMUM RATES OF PAY For Laborers and Mechanics

Effective April 1, 2024

Issue 48

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT

Wage and Hour

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THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

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

April 1, 2024

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 wages.

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, 2024.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2024, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Catherine Muñoz".

Catherine Muñoz
Commissioner Designee

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Table of Contents

Excerpts from Alaska Law

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

Excerpts from Alaska Administrative Code

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

Additional Information

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

Wage Rates Pages 1-26

Shipyard Rate Addendum.....Pages 27

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In this chapter and in AS 36

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

ADDITIONAL INFORMATION

PER DIEM

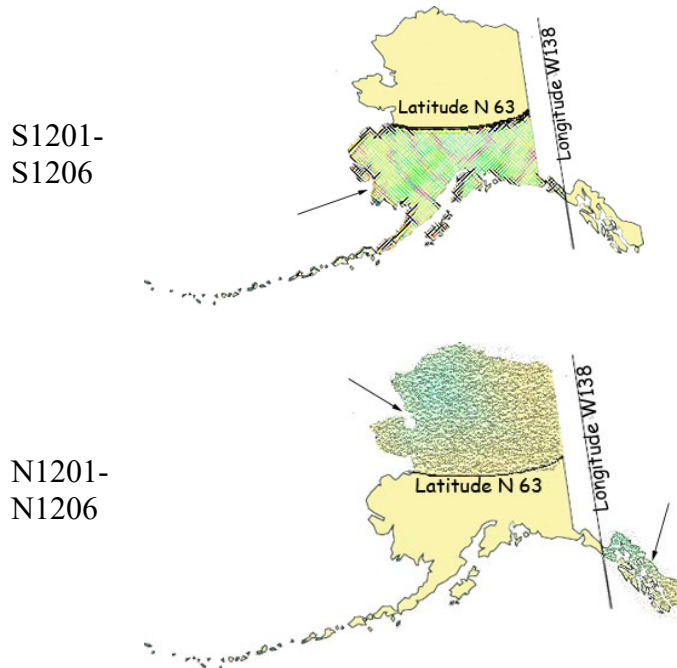
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

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

A copy of the Attorney General opinion is found here:

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

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

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers
*See per diem note on last page

A0101	Boilermaker (journeyman)	48.15	8.57	18.40	2.15	VAC	SAF	81.86
						4.25	0.34	

Bricklayers & Blocklayers
*See per diem note on last page

A0201	Blocklayer	42.01	9.00	10.20	0.62	L&M		62.03
						0.20		

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

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

Cleaner (PCC)

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

Terrazzo Finisher

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

Carpenters, Region I (North of 63 latitude)
*See per diem note on last page

N0301	Carpenter (journeyman)	44.39	10.35	15.82	1.75	L&M	SAF	72.71
						0.20	0.20	

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)
*See per diem note on last page

S0301	Carpenter (journeyman)	44.39	10.35	16.36	1.75	L&M	SAF	73.25
						0.20	0.20	

Lather/Drywall/Acoustical

Cement Masons
*See per diem note on last page

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

Cement Masons
 *See per diem note on last page

A0401	Group I, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- 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

A0402	Group II, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- Form Setter

A0403	Group III, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- 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)

A0404	Group IV, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- Acoustical or Imitation Acoustical Finish
- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Cement Masons
*See per diem note on last page

A0404	Group IV, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							

A0405	Group V, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							

Culinary Workers

A0501	Baker/Cook	29.95	7.53	8.83			LEG	46.31
A0503	General Helper	25.92	7.53	8.83			LEG	42.28
	Housekeeper							
	Janitor							
	Kitchen Helper							
A0504	Head Cook	29.95	7.53	8.83			LEG	46.31
A0505	Head Housekeeper	26.20	7.53	8.83			LEG	42.56
	Head Kitchen Help							

Dredgemen
*See per diem note on last page

A0601	Assistant Engineer	49.52	11.75	15.50	1.05		L&M 0.10	77.92
	Craneman							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Dredgemen
*See per diem note on last page

A0601	Assistant Engineer	49.52	11.75	15.50	1.05	L&M 0.10	77.92
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	48.20	11.75	15.50	1.05	L&M 0.10	76.60
A0603	Fireman	48.70	11.75	15.50	1.05	L&M 0.10	77.10
A0605	Leverman Clamshell	52.39	11.75	15.50	1.05	L&M 0.10	80.79
A0606	Leverman Hydraulic	50.39	11.75	15.50	1.05	L&M 0.10	78.79
A0607	Mate & Boatman	49.52	11.75	15.50	1.05	L&M 0.10	77.92
A0608	Oiler (dredge)	48.70	11.75	15.50	1.05	L&M 0.10	77.10

Electricians
*See per diem note on last page

A0701	Inside Cable Splicer	48.94	14.40	14.36	0.95	L&M 0.25	LEG 0.15	79.05
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	48.94	14.40	14.36	0.95	L&M 0.25	LEG 0.15	79.05
A0703	Power Cable Splicer	70.34	14.40	19.30	0.95	L&M 0.25	LEG 0.15	105.39
A0704	Tele Com Cable Splicer	54.03	14.40	18.02	0.95	L&M 0.25	LEG 0.15	87.80
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	68.59	14.40	19.25	0.95	L&M 0.25	LEG 0.15	103.59
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	52.28	14.40	17.97	0.95	L&M 0.25	LEG 0.15	86.00

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Electricians								
*See per diem note on last page								
A0707	Straight Line Installer - Repairman	52.28	14.40	17.97	0.95	L&M	LEG	86.00
						0.25	0.15	
A0708	Powderman	66.59	14.40	19.19	0.95	L&M	LEG	101.53
						0.25	0.15	
A0710	Material Handler	28.82	14.52	5.86	0.15	L&M	LEG	49.65
						0.15	0.15	
A0712	Tree Trimmer Groundman	32.26	14.40	14.52	0.15	L&M	LEG	61.63
						0.15	0.15	
A0713	Journeyman Tree Trimmer	41.32	14.40	14.79	0.15	L&M	LEG	70.96
						0.15	0.15	
A0714	Vegetation Control Sprayer	44.92	14.40	14.90	0.15	L&M	LEG	74.67
						0.15	0.15	
A0715	Inside Journeyman Communications CO/PBX	48.94	14.40	14.36	0.95	L&M	LEG	79.05
						0.25	0.15	
Elevator Workers								
*See per diem note on last page								
A0802	Elevator Constructor	48.00	16.17	20.96	0.75	L&M	VAC	92.51
						1.30	5.33	
A0803	Elevator Constructor Mechanic	68.57	16.17	20.96	0.75	L&M	VAC	115.36
						1.30	7.61	
Heat & Frost Insulators/Asbestos Workers								
*See per diem note on last page								
A0902	Asbestos Abatement-Mechanical Systems	41.35	9.24	11.12	1.50	IAF	LML	63.40
						0.14	0.05	
A0903	Asbestos Abatement/General Demolition All Systems	41.35	9.24	11.12	1.50	IAF	LML	63.40
						0.14	0.05	
A0904	Insulator, Group II	41.35	9.24	11.12	1.50	IAF	LML	63.40
						0.14	0.05	
A0905	Fire Stop	41.35	9.24	11.12	1.50	IAF	LML	63.40
						0.14	0.05	
IronWorkers								
*See per diem note on last page								
A1101	Ironworkers, including:	42.99	10.16	26.45	0.77	L&M	IAF	80.81
						0.20	0.24	

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

IronWorkers
 *See per diem note on last page

						L&M	IAF	
A1101	Ironworkers, including:	42.99	10.16	26.45	0.77	0.20	0.24	80.81
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
A1102	Helicopter	43.99	10.16	26.45	0.77	0.20	0.24	81.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
A1103	Fence/Barrier Installer	39.49	10.16	26.45	0.77	0.20	0.24	77.31

						L&M	IAF	
A1104	Guard Rail Layout Man	40.23	10.16	26.45	0.77	0.20	0.24	78.05

						L&M	IAF	
A1105	Guard Rail Installer	40.49	10.16	26.45	0.77	0.20	0.24	78.31

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.86
	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							

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

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.86
	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							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	39.25	9.95	21.51	1.65	0.30	0.20	72.86
	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, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

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

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

*See per diem note on last page

N1202	Group II, including:	39.25	9.95	21.51	1.65	L&M	LEG	72.86
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- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

N1203	Group III, including:	40.15	9.95	21.51	1.65	L&M	LEG	73.76
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- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

N1204	Group IIIA	44.28	9.95	21.51	1.65	L&M	LEG	77.89
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

N1204	Group IIIA	44.28	9.95	21.51	1.65	L&M	LEG	77.89
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

N1205	Group IV	27.82	9.95	21.51	1.65	L&M	LEG	61.43
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- Final Building Cleanup
- Permanent Yard Worker

N1206	Group IIIB	50.11	5.90	21.51	1.65	L&M	LEG	79.67
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S1201	Group I, including:	38.25	9.95	21.51	1.65	L&M	LEG	71.86
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- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
- Crusher Plant Laborer
- Demolition Laborer
- Ditch Digger
- Dumpman
- Environmental Laborer (hazard/toxic waste, oil spill)
- Fence Installer
- Fire Watch Laborer
- Flagman

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

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:	38.25	9.95	21.51	1.65	0.30	0.20	71.86

- 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:	39.25	9.95	21.51	1.65	0.30	0.20	72.86

- 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, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier

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

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:	39.25	9.95	21.51	1.65	0.30	0.20	72.86

- 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:	40.15	9.95	21.51	1.65	0.30	0.20	73.76

- 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	44.28	9.95	21.51	1.65	0.30	0.20	77.89

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

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

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

*See per diem note on last page

S1204	Group IIIA	44.28	9.95	21.51	1.65	L&M	LEG	77.89
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Traffic Control Supervisor, DOT Qualified

S1205	Group IV	27.82	9.95	21.51	1.65	L&M	LEG	61.43
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Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	50.11	5.90	21.51	1.65	L&M	LEG	79.67
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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

Millwrights

*See per diem note on last page

A1251	Millwright (journeyman)	53.56	10.35	10.69	1.10	L&M		76.15
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A1252	Millwright Welder	54.56	10.35	10.69	1.10	L&M		77.15
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Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	37.83	9.77	15.10	1.08	L&M		63.85
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Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

N1302	Group II, including:	38.35	9.77	15.10	1.08	L&M		64.37
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Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist

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

Painters, Region I (North of N63 latitude)
 *See per diem note on last page

N1302	Group II, including:	38.35	9.77	15.10	1.08		L&M 0.07	64.37
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							

N1304	Group IV, including:	43.74	9.77	18.21	1.05		0.05	72.82
	Glazier							
	Storefront/Automatic Door Mechanic							

N1305	Group V, including:	39.86	9.77	5.00	1.10		0.10	55.83
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

N1306	Group VI, including:	70.00	10.79	5.00	1.10		0.10	86.99
	Traffic Control Striper							

Painters, Region II (South of N63 latitude)
 *See per diem note on last page

S1301	Group I, including :	34.47	9.77	16.45	1.08		L&M 0.07	61.84
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							

S1302	Group II, including :	35.72	9.77	16.45	1.08		L&M 0.07	63.09
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							

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

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

*See per diem note on last page

S1303	Group III, including :	35.82	9.77	16.45	1.08		L&M 0.07	63.19
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- Bridge Painter
- Epoxy Applicator
- Industrial Coatings Specialist
- Pot Tender
- Sandblasting
- Specialty Painter
- Structural Steel Painter

S1304	Group IV, including:	43.95	9.77	17.25	1.08		L&M 0.07	72.12
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- Glazier
- Storefront/Automatic Door Mechanic

S1305	Group V, including:	39.86	9.77	5.00	1.10		L&M 0.10	55.83
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- Carpet Installer
- Floor Coverer
- Heat Weld/Cove Base
- Linoleum/Soft Tile Installer

S1306	Group VI, including:	70.00	10.79	5.00	1.10		0.10	86.99
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- Traffic Control Striper

Piledrivers

*See per diem note on last page

A1401	Piledriver	44.39	10.35	15.82	1.75		L&M 0.20	IAF 0.20	72.71
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- Assistant Dive Tender
- Carpenter/Piledriver
- Rigger
- Sheet Stabber
- Skiff Operator

A1402	Piledriver-Welder/Toxic Worker	45.39	10.35	15.82	1.75		L&M 0.20	IAF 0.20	73.71
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A1403	Remotely Operated Vehicle Pilot/Technician	48.70	10.35	15.82	1.75		L&M 0.20	IAF 0.20	77.02
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- Single Atmosphere Suit, Bell or Submersible Pilot

A1404	Diver (working) **See note on last page	88.50	10.35	15.82	1.75		L&M 0.20	IAF 0.20	116.82
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Piledrivers
*See per diem note on last page

A1405	Diver (standby) **See note on last page	48.70	10.35	15.82	1.75	L&M	IAF	77.02
A1406	Dive Tender **See note on last page	47.70	10.35	15.82	1.75	L&M	IAF	76.02
A1407	Welder (American Welding Society, Certified Welding Inspector)	49.95	10.35	15.82	1.75	L&M	IAF	78.27

Plumbers, Region I (North of N63 latitude)
*See per diem note on last page

N1501	Journeyman Pipefitter	47.16	12.20	18.45	1.75	L&M	S&L	80.76
	Plumber							
	Welder							

Plumbers, Region II (South of N63 latitude)
*See per diem note on last page

S1501	Journeyman Pipefitter	44.25	12.38	15.27	1.55	L&M		73.65
	Plumber							
	Welder							

Plumbers, Region IIA (1st Judicial District)
*See per diem note on last page

X1501	Journeyman Pipefitter	43.50	14.17	11.75	2.95	L&M		72.61
	Plumber							
	Welder							

Power Equipment Operators
*See per diem note on last page

A1601	Group I, including:	50.39	11.75	15.50	1.05	L&M		78.79
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Belcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							

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

Power Equipment Operators

*See per diem note on last page

						L&M	
A1601	Group I, including:	50.39	11.75	15.50	1.05	0.10	78.79
	Cleaning Machine						
	Coating Machine						
	Concrete Hydro Blaster						
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))						
	(a) Hydralifts or Transporters, (all track or truck type)						
	(b) Derricks						
	(c) Overhead						
	Crushers						
	Deck Winches, Double Drum						
	Ditching or Trenching Machine (16 inch or over)						
	Drag Scraper, Yarder, and similar types						
	Drilling Machines, Core, Cable, Rotary and Exploration						
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
	Grade Checker and/or Line and Grade including Drone						
	Helicopters						
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
	Hydro Ax, Feller Buncher & similar						
	Hydro Excavation (Vac-Truck and Similar)						
	Loaders (2 1/2 yards through 5 yards, including all attachments):						
	(a) Forklifts (with telescopic boom & swing attachment)						
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
	(c) Loaders, (with forks or pipe clamp)						
	(d) Loaders, (elevating belt type, Euclid & similar types)						
	Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)						
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
	Micro Tunneling Machine						
	Mixers: Mobile type with hoist combination						
	Motor Patrol Grader						
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
	Off-Road Hauler (including Articulating and Haul Trucks)						
	Operator on Dredges						
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
	Plant Operator (Asphalt & Concrete)						
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
	Remote Controlled Equipment						
	Scraper (through 40 yards)						

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

Power Equipment Operators								
*See per diem note on last page								

A1601	Group I, including:	50.39	11.75	15.50	1.05		L&M	78.79
	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							

A1602	Group IA, including:	52.39	11.75	15.50	1.05		L&M	80.79
	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)							

A1603	Group II, including:	49.52	11.75	15.50	1.05		L&M	77.92
	Boiler - Fireman							
	Cement Hogs & Concrete Pump Operator							
	Conveyors (except those listed in Group I)							
	Hoists on Steel Erection, Towermobiles & Air Tuggers							
	Horizontal/Directional Drill Locator							
	Locomotives, Rod & Geared Engines							
	Mixers							
	Screening, Washing Plant							

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

Power Equipment Operators
 *See per diem note on last page

A1603	Group II, including:	49.52	11.75	15.50	1.05		L&M 0.10	77.92
	Sideboom (cradling rock drill, regardless of size)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							

A1604	Group III, including:	48.70	11.75	15.50	1.05		L&M 0.10	77.10
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							

A1605	Group IV, including:	41.66	11.75	15.50	1.05		L&M 0.10	70.06
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators
 *See per diem note on last page

A1605	Group IV, including:	41.66	11.75	15.50	1.05		L&M 0.10	70.06
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

Roofers
 *See per diem note on last page

A1701	Roofer & Waterproofer	49.62	13.75	3.91	0.81		L&M 0.10	68.25
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A1702	Roofer Material Handler	36.23	13.75	3.91	0.81		L&M 0.10	54.86
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Sheet Metal Workers, Region I (North of N63 latitude)
 *See per diem note on last page

N1801	Sheet Metal Journeyman	51.93	12.55	15.86	1.80		L&M 0.12	82.26
	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							

Sheet Metal Workers, Region II (South of N63 latitude)
 *See per diem note on last page

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

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

*See per diem note on last page

							L&M	
S1801	Sheet Metal Journeyman	47.05	12.55	14.90	2.01	0.43		76.94
	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

							L&M	
A1901	Sprinkler Fitter	54.01	11.45	18.25	0.52	0.25		84.48

Surveyors

*See per diem note on last page

							L&M	
A2001	Chief of Parties	57.54	12.98	14.14	1.25	0.10		86.01
A2002	Party Chief	53.55	12.98	14.14	1.25	0.10		82.02
A2003	Line & Grade Technician/Office Technician/GPS, Drones	50.65	12.98	14.14	1.25	0.10		79.12
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	48.29	12.98	14.14	1.25	0.10		76.76

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Surveyors
*See per diem note on last page

A2006	Chain Person (for crews with more than 2 people)	43.46	12.98	14.14	1.25		L&M 0.10	71.93
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Truck Drivers
*See per diem note on last page

A2101	Group I, including:	49.51	12.98	14.14	1.25		L&M 0.10	77.98
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
- 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:	50.92	12.98	14.14	1.25		L&M 0.10	79.39
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- 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)

A2103	Group II, including:	48.10	12.98	14.14	1.25		L&M 0.10	76.57
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- 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

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

Truck Drivers
 *See per diem note on last page

A2103 Group II, including:	48.10	12.98	14.14	1.25	L&M 0.10	76.57
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- 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)

A2104 Group III, including:	47.19	12.98	14.14	1.25	L&M 0.10	75.66
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- 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)

A2105 Group IV, including:	46.55	12.98	14.14	1.25	L&M 0.10	75.02
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- 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

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

Truck Drivers
 *See per diem note on last page

A2105 Group IV, including:		46.55	12.98	14.14	1.25		L&M 0.10	75.02
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- 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

A2106 Group V, including:		45.70	12.98	14.14	1.25		L&M 0.10	74.17
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- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)
- Bus Operator (up to 30 passengers)
- Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)
- Flat Beds, Single Rear Axle
- Foam Distributor Truck Single Axle
- Fuel Handler (station/bulk attendant)
- Gear/Supply Truck
- Gravel Spreader Box Operator on Truck
- Hydro 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

N2201 Group I, including:		42.08	9.95	21.51	1.65		L&M 0.30	LEG 0.20	75.69
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- Brakeman
- Mucker

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

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

N2201	Group I, including:	42.08	9.95	21.51	1.65	L&M	LEG	75.69
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- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

N2202	Group II, including:	43.18	9.95	21.51	1.65	L&M	LEG	76.79
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- 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

N2203	Group III, including:	44.17	9.95	21.51	1.65	L&M	LEG	77.78
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- Miner
- Retimberman

N2204	Group IIIA, including:	48.71	9.95	21.51	1.65	L&M	LEG	82.32
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- 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:	55.12	5.90	21.51	1.65	L&M	LEG	84.68
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- 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

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

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S2201	Group I, including:	42.08	9.95	21.51	1.65	L&M	LEG	75.69
						0.30	0.20	

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

S2202	Group II, including:	43.18	9.95	21.51	1.65	L&M	LEG	76.79
						0.30	0.20	

- 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

S2203	Group III, including:	44.17	9.95	21.51	1.65	L&M	LEG	77.78
						0.30	0.20	

- Miner
- Retimberman

S2204	Group IIIA, including:	48.71	9.95	21.51	1.65	L&M	LEG	82.32
						0.30	0.20	

- 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:	55.12	5.90	21.51	1.65	L&M	LEG	84.68
						0.30	0.20	

- 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)

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

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S2206	Group IIIB, including:	55.12	5.90	21.51	1.65		L&M	LEG	
	Stake Hopper						0.30	0.20	84.68

Tunnel Workers, Power Equipment Operators
 *See per diem note on last page

A2207	Group I	55.43	11.75	15.50	1.05		L&M		83.83
A2208	Group IA	57.63	11.75	15.50	1.05		L&M		86.03
A2209	Group II	54.47	11.75	15.50	1.05		L&M		82.87
A2210	Group III	53.57	11.75	15.50	1.05		L&M		81.97
A2211	Group IV	45.83	11.75	15.50	1.05		L&M		74.23

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

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

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

Shipyards 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 Shipyards 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
Shipyards Workers *See total hourly(THR) note below		
A2300	Ship Boilermaker	51.85
A2305	Ship Carpenter	51.85
A2310	Ship Crane Operator	45.06
A2315	Ship Electrician	51.85
A2320	Ship Heat & Frost Insulator	87.15
A2325	Ship Laborer	51.85
A2330	Ship Mechanist	51.85
A2335	Ship Operating Engineer	45.06
A2340	Ship Painter	51.95
A2345	Ship Pipefitter	51.85
A2350	Ship Rigger	51.85
A2355	Ship Sheet Metal	51.85
A2360	Ship Shipwright	51.85
A2365	Ship Warehouse	45.06

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

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

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Appendix A

Project Plans and Specifications

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**CITY OF KENAI – PUBLIC WORKS DEPARTMENT
2024 Lilac Lane Roadway Improvements**

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

INDEX

DIVISION 90 – SPECIAL PROVISIONS.....	3
SECTION 90.1 – PROJECT LOCATION AND SCOPE OF WORK	3
SECTION 90.2 – SPECIFICATIONS, CODES, ORDINANCES, AND STANDARDS	3
SECTION 90.3 – TIME OF COMPLETION	4
SECTION 90.4 – CONTRACTOR WORK AND STORAGE AREAS.....	4
SECTION 90.5 – EXISTING SITE CONDITIONS	4
SECTION 90.6 – EXISTING SURVEY MONUMENTS	5
SECTION 90.7 – COORDINATION WITH OTHER PROJECTS	5
SECTION 90.8 – EXISTING STRUCTURES.....	5
SECTION 90.9 – WATER FOR COMPACTION OR DUST CONTROL.....	5
SECTION 90.10 – BID SCHEDULES.....	6
SECTION 90.11 – NON-PAY ITEMS.....	6
SECTION 90.12 – FORCE ACCOUNT WORK	6
SECTION 90.13 – EXISTING UTILITIES IN CONSTRUCTION ZONE	6
SECTION 90.14 – MATERIALS	8
SECTION 90.15 – MOBILIZATION AND DEMOBILIZATION.....	8
DIVISION 10 – GENERAL PROVISIONS	9
DIVISION 20 – EARTHWORK.....	10
SECTION 20.01 – GENERAL	10
SECTION 20.04 – CLEARING AND GRUBBING.....	10
SECTION 20.12 – DEWATERING	10
SECTION 20.21 – CLASSIFIED FILL AND BACKFILL.....	11
SECTION 20.22 – LEVELING COURSE	11
SECTION 20.27 – DISPOSAL OF UNUSABLE OR SURPLUS MATERIAL	11
SECTION 20.32 – COMPACTION CONTROL BY THE CONTRACTOR.....	11
DIVISION 40.00 – ASPHALT SURFACING.....	13
SECTION 40.06 – ASPHALT CONCRETE PAVEMENT	13
DIVISION 50.00 – SANITARY SEWERS.....	14
SECTION 50.06 – EXISTING MANHOLE MODIFICATIONS	14

DIVISION 60.00 – WATER SYSTEMS.....	15
SECTION 60.03 –FURNISH AND INSTALL VALVES.....	15
DIVISION 70.00 – MISCELLANEOUS	16
SECTION 70.22 –ADJUST MONUMENT CASING	16
DIVISION 75.00 – LANDSCAPING IMPROVEMENTS	17
SECTION 75.03 –TOPSOIL.....	17

**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 in Kenai, Alaska in the Lilac Lane right-of-way between the Kenai Spur Highway intersection and the Cook Inlet View Drive intersection.

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 and concrete pavements
3. Excavation of subbase and deleterious subgrade materials
4. Restoration of damaged roadway sections per the Drawings.
5. Adjust various manhole, catch basin, and valve box frames to finish grade.
6. Restoration of concrete curb & gutter.
7. Repaving restored regions to match existing asphalt pavement
8. Incidental items of work as shown on the Drawings
9. Substantial Completion
10. 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 October 1, 2024.

Final Acceptance of the Work shall be obtained by October 31, 2024.

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

Test Hole Logs prepared by Nelson Engineering, PC, dated October 3, 2024, are included in the Project Drawings.

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 – WATER FOR COMPACTION OR DUST CONTROL

The City may, upon written request, supply the Contractor with limited quantities of water to be used for construction activities within this project. The Contractor shall use only an approved hydrant wrench, operate the fire hydrant in manner approved by the City Water and Fire Department, remove the hose when not in use, and notify the Fire Department of any extended periods of non-use to enable the hydrant to be pumped out. Such use of City water supply, if approved by the City, shall only occur during low water usage periods as determined by the Engineer.

SECTION 90.10 – BID SCHEDULES

The schedule of work that is presented in the Bid Proposal for the Project is as follows:

BASIC BID SCHEDULE: All work required by the Contract Documents for roadway improvements at locations shown on the drawings.

BID ALTERNATE SCHEDULE: Bid Alternate scope includes all work in basic bid and additional work required to remove the remaining existing asphalt pavement from the roadway outside the repair limits of Basic Bid as shown on the drawings, regrade and provide additional leveling course, and replace with 2" of new asphalt pavement.

SECTION 90.11 – 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 90.12 – 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 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 and total Bid Alternate.

SECTION 90.13 – EXISTING UTILITIES IN CONSTRUCTION ZONE

Article 13.1 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
6. City of Kenai water/sewer mains and services

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 13.2 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 13.3 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 13.4 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 13.5 Basis of Payment

Payment will be made under the following unit:

ITEM	UNIT
Existing Utilities in Construction Zone	Lump Sum

SECTION 90.14 – MATERIALS

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

SECTION 90.15 – MOBILIZATION AND DEMOBILIZATION

Article 15.1 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 15.2 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 15.3 Materials

None

Article 15.4 Construction

None

Article 15.5 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 15.6 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 20.32 – COMPACTION CONTROL BY THE CONTRACTOR

Article 32.1 Description

The Contractor shall provide field compaction testing for quality control 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 50.00 – SANITARY SEWERS

SECTION 50.06 – EXISTING MANHOLE MODIFICATIONS

Article 6.6 Basis of Payment

Add the following pay item:

ITEM	UNIT
Adjust SS Manhole Cover & Frame	Each

DIVISION 60.00 – WATER SYSTEMS

SECTION 60.03 –FURNISH AND INSTALL VALVES

Article 3.5 Basis of Payment

Add the following pay item:

ITEM	UNIT
Adjust Valve Box	Each

DIVISION 70.00 – MISCELLANEOUS

ADD THE FOLLOWING SECTION:

SECTION 70.22 –ADJUST MONUMENT CASING

Article 22.1 General

Adjust existing monument cases to conform to the new finish grade elevations per the Drawings or as directed by the Engineer.

Article 22.2 Measurement

No measurement will be made for this item of work.

Article 22.3 Basis of Payment

Payment will be made under the following unit:

ITEM	UNIT
Adjust Monument Casing	Each

DIVISION 75.00 – LANDSCAPING IMPROVEMENTS

SECTION 75.03 –TOPSOIL

Article 3.5 Basis of Payment

Add the following to the end of the article:

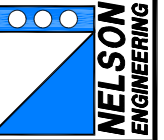
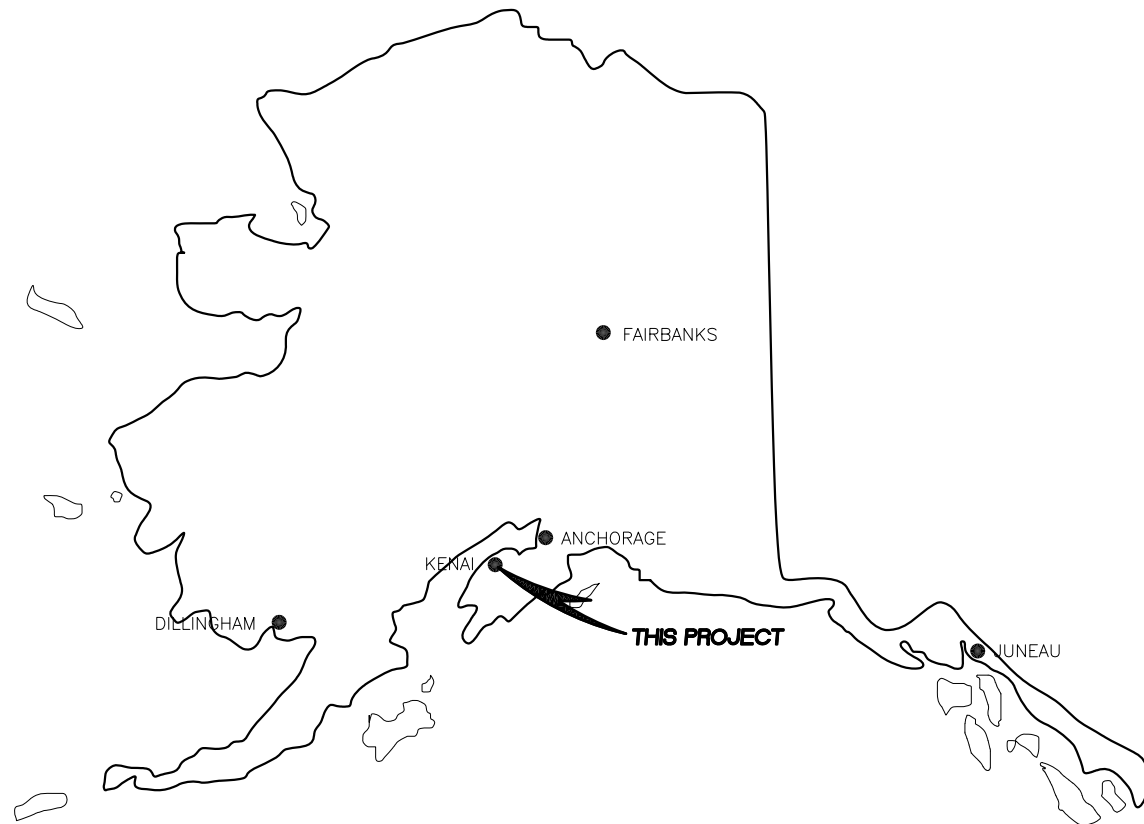
Topsoil may be salvaged from project excavation subject to approval by the Engineer.

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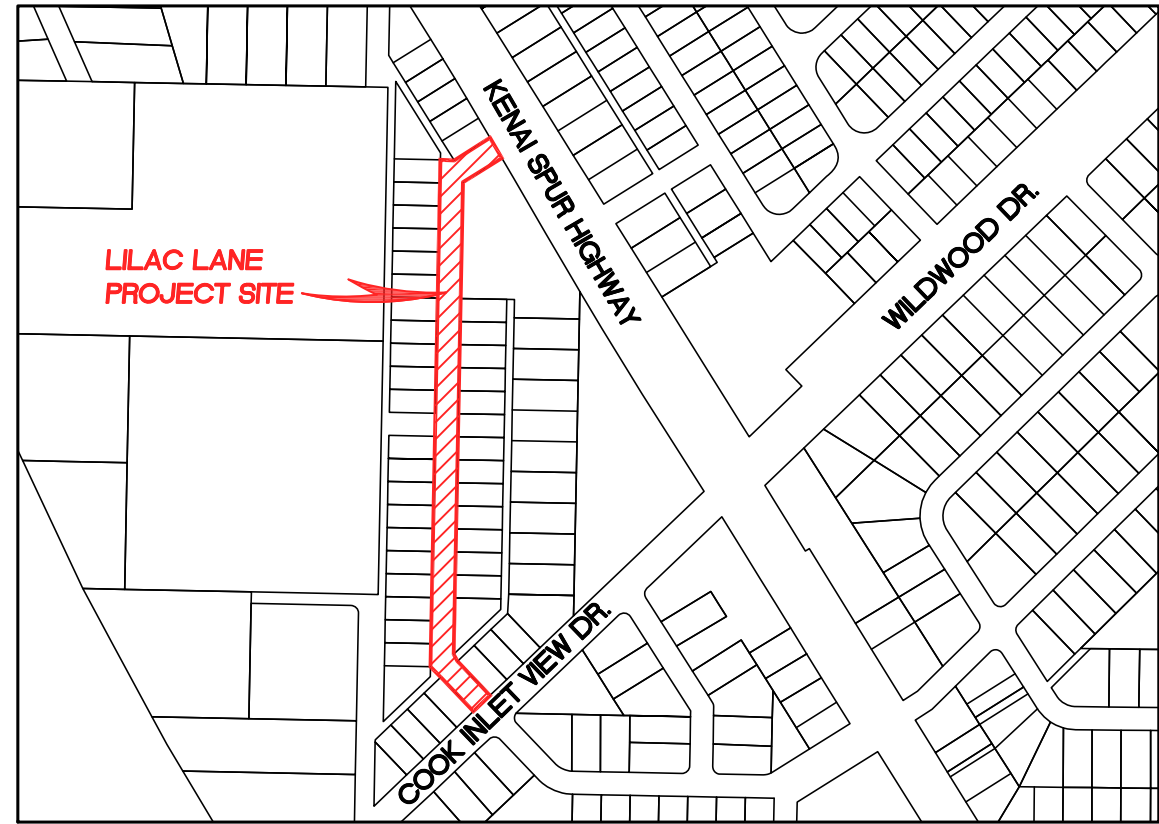
NO.	REVISION	DATE

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NELSONENGINEER@ALASKA.NET

2024 LILAC LANE ROADWAY IMPROVEMENTS CONSTRUCTION DOCUMENTS

CITY OF KENAI



LOCATION MAP
SCALE: NOT TO SCALE



DRAWING INDEX

<u>DRAWING</u>	<u>SHEET</u>
TITLE SHEET AND LOCATION MAP	C1
LEGEND, SURVEY CONTROL, AND NOTES	C2
QUANTITY SCHEDULES	C3
PLAN AND PROFILE - STA. 0+00 TO 6+00	C4
PLAN AND PROFILE - STA. 6+00 TO 12+00	C5
PLAN AND PROFILE - STA. 12+00 TO 16+50	C6
TYPICAL ROAD SECTION	C7
TYPICAL DETAILS	C8
TYPICAL DETAILS	C9
TEST HOLE LOGS	C10

LILAC LANE ROADWAY IMPROVEMENTS
CITY OF KENAI
CONSTRUCTION DOCUMENTS
TITLE SHEET AND LOCATION MAP

PROJECT NO.
2023050
DRAWN BY:
MZD
CHECKED BY:
MJD/MZD
DATE: 04/08/2024
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET:
C1
1 OF 10

PROJECT DESCRIPTION

BASIC BID:

1. DEMO/REPLACE CURB AND GUTTER AS SHOWN ON PLANS
2. EXCAVATE TO REMOVE DELETERIOUS MATERIALS AT SUSPECTED BURY PIT AREAS AS SHOWN ON PLANS AND REPLACE WITH APPROVED IN SITU MATERIAL OR IMPORTED CLASSIFIED FILL.
3. DEMO/REPLACE ASPHALT PAVEMENT IN AREAS WITH SEVERE CRACKING AS SHOWN ON PLANS. PROVIDE LEVELING COURSE AS REQ'D TO MEET FINISH GRADES.
4. ADJUST MANHOLES AND CATCH BASIN FRAMES TO FINISH GRADE.
5. PROVIDE TRAFFIC MARKINGS

BID ALTERNATE:

1. PROJECT SCOPE INCLUDES ALL ITEMS (1 THROUGH 5) LISTED UNDER BASIC BID AND ADDITIONAL ITEMS BELOW.
2. DEMO/REPLACE ADDITIONAL ASPHALT PAVEMENT WITHIN THE LILAC LANE ROADWAY OUTSIDE THE LIMITS SHOWN FOR BASIC BID. PROVIDE LEVELING COURSE AS REQ'D TO MEET FINISH GRADES.
3. ADJUST WATER VALVE BOX TO FINISH GRADE.

GENERAL NOTES

1. DRAWINGS BASED ON OF TOPOGRAPHIC SURVEY BY PENINSULA SURVEYING, LLC, DATED OCTOBER 5, 2023 AND NOVEMBER 7, 2023.
2. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. ACTUAL DEPTH, NUMBER AND LOCATION UNKNOWN. BURIED UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION, IDENTIFYING, AND WORKING AROUND ALL UTILITIES WITHIN THE PROJECT LIMITS AT NO ADDITIONAL COST TO THE OWNER. CALL FOR LOCATES PRIOR TO EXCAVATION, ALASKA DIGLINE 1-800-478-3121. THE CITY OF KENAI DOES NOT PARTICIPATE IN THE ALASKA DIGLINE. CONTRACTOR SHALL CONTACT CITY OF KENAI PUBLIC WORKS AT 907-283-8236 FOR WATER/SEWER/STREET LIGHT UTILITY LOCATES.

3. THE FOLLOWING ALASKA STATUTES APPLY TO WORK NEAR OVERHEAD ELECTRIC LINES:

AS 18.60.670 PROHIBITION AGAINST PLACEMENT OF EQUIPMENT NEAR ELECTRICAL LINE AND CONDUCTORS.

(1) PLACE ANY TYPE OF TOOL, EQUIPMENT, MACHINERY, OR MATERIAL THAT IS CAPABLE OF LATERAL, VERTICAL, OR SWINGING MOTION, WITHIN 10 FEET OF A HIGH VOLTAGE OVERHEAD ELECTRICAL LINE OR CONDUCTOR.

(2) STORE, OPERATE, ERECT, MAINTAIN, MOVE, OR TRANSPORT TOOLS, MACHINERY, EQUIPMENT, SUPPLIES, MATERIALS, APPARATUS, BUILDINGS, OR OTHER STRUCTURES WITHIN 10 FEET OF A HIGH VOLTAGE OVERHEAD ELECTRICAL LINE OR CONDUCTOR.

AS 18.60.680 ANY WORK WITHIN MINIMUM DISTANCE STATED ABOVE SHALL REQUIRE CONTACT WITH HEA TO INSTALL TEMPORARY MECHANICAL BARRIERS, TEMPORARY DE-ENERGIZATION AND GROUNDING, OR TEMPORARY RAISING OF CONDUCTORS.

4. IF NOT DETAILED IN THESE DRAWINGS AND SPECIFICATIONS, ALL APPLICABLE CONSTRUCTION SHALL BE BUILT IN ACCORDANCE WITH MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS (M.A.S.S.), LATEST EDITION. REPLACE "AWWU" WITH "CITY OF KENAI" THROUGHOUT SPECIFICATIONS. PROJECT DRAWINGS AND PROJECT SPECIFICATIONS TAKE PRECEDENCE OVER M.A.S.S.
5. CONTRACTOR IS REQUIRED TO FIND ALL PROPERTY PINS/MONUMENTS WITHIN PROJECT AREA AND PROTECT OR REPLACE AFTER CONSTRUCTION IS COMPLETE.
6. SEED ALL AREAS DISTURBED BY CONSTRUCTION PER M.A.S.S., LATEST EDITION.
7. CONTOURS SHOWN ON THE PLANS ARE FOR INFORMATIONAL PURPOSES AND SHOULD ONLY BE USED AS A REPRESENTATION OF EXISTING GRADES. SURVEYED ELEVATIONS ARE SHOWN ON THE ROAD PROFILES.
8. CONTRACTOR SHALL ADHERE TO LOCAL REQUIREMENTS FOR NOISE, HOURS OF OPERATION, AND DUST CONTROL.
9. ALL TRAFFIC MARKINGS TO CONTAIN REFLECTIVE BEADS:
 - PROVIDE 4" DOUBLE SOLID YELLOW STRIP AT CENTERLINE OF ROAD
 - PROVIDE 24" SOLID WHITE STOP BAR AT COOK INLET VIEW DR STOP SIGN

CONTROL POINTS

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
129	2" ALUMINUM CAP	2406038.9463	1403002.0180	103.607
130	5/8" REBAR	2405319.1315	1402952.0346	102.384
131	5/8" REBAR	2405018.0381	1402947.0294	102.549
132	5/8" REBAR WITH PLASTIC CAP	2404749.7631	1403001.6522	101.336
133	5/8" REBAR WITH PLASTIC CAP	2404866.7412	1403124.0271	101.584
TBM A	NORTH BOLT ON LOWER HYDRANT FLANGE	2405799	1403020	104.196
TBM B	NORTH BOLT ON LOWER HYDRANT FLANGE	2404899	1403001	102.549

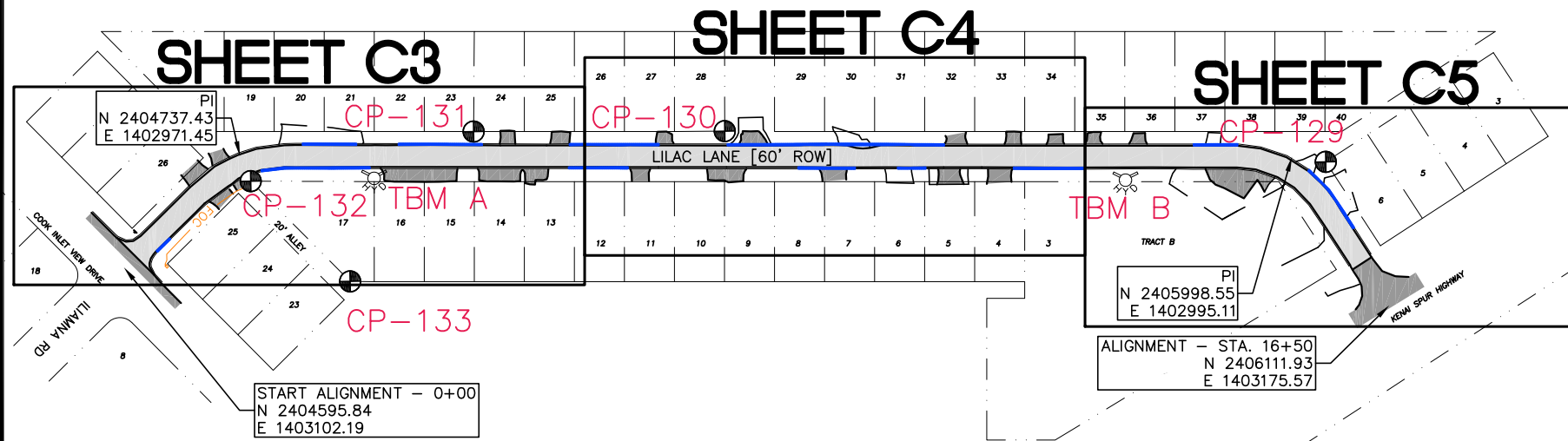
LEGEND

EXISTING (E)	PROPOSED (P)	
		CENTERLINE ROAD
		CONTOUR LINES
		CRACKED ASPHALT
		CURB
		EDGE OF PAVEMENT
		EDGE OF R.O.W.
		TREELINE
		UTILITY - COMMUNICATION
		UTILITY - COMM. FIBER OPTIC CABLE
		UTILITY - ELECTRIC (OVERHEAD)
		UTILITY - ELECTRIC (UNDERGROUND)
		UTILITY - GAS
		UTILITY - WATER
		UTILITY - SEWER
		UTILITY - STORM
		COMMUNICATION BOX/PEDESTAL
		CONTROL POINT
		ELECTRICAL TRANSFORMER
		HYDRANT
		POWER POLE
		SANITARY SEWER MANHOLE
		STORM DRAIN MANHOLE
		TEST HOLE LOCATION
		VALVE BOX
		ASPHALT PAVEMENT
		BASIC BID - DEMO AND REPLACE ASPHALT PAVEMENT
		BASIC BID - DEMO AND REPLACE CURB AND GUTTER
		BID ALTERNATE - DEMO AND REPLACE ADDITIONAL ASPHALT PAVEMENT

ABBREVIATIONS

AC	ASPHALT CONCRETE, ACRE	ME	MATCH EXISTING
ADA	AMERICAN DISABILITIES ACT	MIN	MINIMUM
ALUM	ALUMINUM	MKR	MARKER POST
APPROX	APPROXIMATE	MON	MONUMENT
AVG	AVERAGE	N	NORTH
BLDG	BUILDING	NFS	NON FROST SUSCEPTIBLE
BOP	BOTTOM OF PIPE	NTS	NOT TO SCALE
BVCE	BEGIN VERTICAL CURVE	OC	ON CENTER
	ELEVATION	OFF	OFFSET
BVCS	BEGIN VERTICAL CURVE	OHE	OVERHEAD ELECTRIC
	STATION	PI	POINT OF INTERSECTION
C.O.	CLEANOUT	PL	PROPERTY LINE
CIP	CAST IRON PIPE	PP	POWER POLE
CL	CENTER LINE, CLASS	PT	POINT
CMP	CORRUGATED METAL PIPE	PVI	POINT OF VERTICAL
CNTR	CENTER		INTERSECTION
CONC	CONCRETE	PVMT	PAVEMENT
CP	CONTROL POINT	R	RADIUS, RECORD
DIA	DIAMETER	REQ'D	REQUIRED
DW	DRIVEWAY	RG	RAIN GARDEN
DWG	DRAWING	ROW	RIGHT-OF-WAY
E	EAST, ELECTRIC	S	SOUTH
EA	EACH	S/W	SIDEWALK
EG	EXISTING GROUND	SD	STORM DRAIN
EL,ELEV	ELEVATION	SH	SHOULDER
EOP	END OF PROJECT	SW	SWALE
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER/SEWER SERVICE
ESMT	EASEMENT	SSLS	SANITARY SEWER LIFT STATION
EVCS	END VERTICAL CURVE STATION	SSMH	SANITARY SEWER MANHOLE
EVCE	END VERTICAL CURVE ELEVATION	SDMH	STORM DRAIN MANHOLE STATION
EXIST	EXISTING	STA	STATION
FF	FINISH FLOOR	TBC	TOP BACK OF CURB
FG	FINISH GRADE	TBM	TEMPORARY BENCHMARK
FT	FOOT, FEET	TC	TOP OF CONCRETE
F&I	FURNISH AND INSTALL	TP	TEST PIT
GD	GROUND	TP	TYPICAL
GR	GRADE	UGC	UNDERGROUND COMMUNICATION
GR	GRADE	UGE	UNDERGROUND ELECTRIC
HYD	HYDRANT	VB	VALVE BOX
INV	INVERT	W	WATER, WEST
L	LENGTH	WS	WATER SERVICE
LF	LINEAR FEET		
LT	LEFT		
LVC	LENGTH OF VERTICAL CURVE		
MAX	MAXIMUM		

SHEET C4



A SURVEY CONTROL PLAN / SHEET INDEX

GRAPHIC SCALE: 1"=100' (22X34), 1"=200' (11X17)



NO.	REVISION	DATE

CONSULTING ENGINEERS
STRUCTURAL/CIVIL

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LILAC LANE ROADWAY IMPROVEMENTS
CITY OF KENAI
CONSTRUCTION DOCUMENTS
LEGEND, SURVEY CONTROL, AND NOTES

PROJECT NO.
2023050
DRAWN BY:
MZD
CHECKED BY:
MJD/MZD
DATE: 04/08/2024
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET:
C2



BASIC BID

CURB AND GUTTER DEMO/REPLACE SCHEDULE †

START STATION	END STATION	SIDE	LENGTH (FT)
0+41.90	0+63.77	RIGHT	21.87
2+08.60	3+42.60	RIGHT	134.00
2+61.86	3+26.46	LEFT	64.60
3+76.80	4+77.05	LEFT	100.25
5+80.55	6+51.00	RIGHT	70.45
5+80.55	6+89.04	LEFT	108.49
7+71.17	10+30.97	LEFT	259.80
8+55.92	9+24.35	RIGHT	68.43
9+75.31	10+08.93	RIGHT	33.63
11+14.33	11+98.33	RIGHT	84.00
13+30.09	13+82.53	LEFT	52.44
14+65.16	15+48.95	LEFT	83.79

† ALL CURB AND GUTTER DEMO/REPLACE INCLUDED IN BASIC BID

BASIC BID

MH/CB ADJUSTMENT SCHEDULE §

ITEM	STATION	OFFSET	EXISTING ELEV	PROPOSED ELEV
SD MANHOLE	2+45.37	0.36R	101.90	101.95
SS MANHOLE	4+77.66	6.43L	101.55	101.60
SD CATCH BASIN	6+02.18	14.5L	100.02	100.43
SD CATCH BASIN	6+02.18	14.5R	100.33	100.43
SD MANHOLE	6+03.83	0.38R	100.81	100.84
SS MANHOLE	8+28.14	6.86L	101.60	100.63
SD CATCH BASIN	9+88.76	14.5L	101.23	101.28
SD CATCH BASIN	9+88.76	14.5R	101.12	101.28
SD MANHOLE	9+90.66	1.10R	101.64	101.67
SS MANHOLE	11+30.16	6.25L	102.11	102.29

§ ALL MANHOLE AND CATCH BASIN ADJUSTMENTS INCLUDED IN BASIC BID

BASIC BID

ASPHALT PAVEMENT DEMO/REPLACE SCHEDULE*

START STATION	END STATION	LANE	AREA (SF)
0+41.90	0+63.77	FULL WIDTH OF ROAD	575.00
1+78.00	1+88.00	FULL WIDTH OF ROAD	260.00
2+08.60	2+40.88	RIGHT	430.00
2+40.88	3+58.32	FULL WIDTH OF ROAD	3120.00
3+76.80	4+72.00	LEFT	1250.00
4+72.00	4+82.00	FULL WIDTH OF ROAD	260.00
5+80.55	6+51.00	FULL WIDTH	1850.00
6+51.00	6+89.04	LEFT	520.00
7+25.00	7+35.00	FULL WIDTH OF ROAD	260.00
7+71.17	8+00.00	LEFT	380.00
8+00.00	8+10.00	FULL WIDTH OF ROAD	260.00
8+10.00	8+55.92	LEFT	600.00
8+55.92	9+30.58	FULL WIDTH OF ROAD	1980.00
9+30.58	9+75.31	LEFT	600.00
9+75.31	10+08.96	FULL WIDTH OF ROAD	885.00
10+08.96	10+30.93	LEFT	300.00
11+14.33	11+24.33	RIGHT	130.00
11+24.33	11+34.33	FULL WIDTH OF ROAD	260.00
11+34.33	11+88.33	RIGHT	705.00
11+88.33	11+98.33	FULL WIDTH OF ROAD	260.00
13+01.69	13+11.69	FULL WIDTH OF ROAD	260.00
13+30.09	13+82.53	RIGHT	690.00
14+18.09	14+28.09	FULL WIDTH OF ROAD	260.00
14+60.34	14+70.34	FULL WIDTH OF ROAD	260.00
14+70.34	15+48.95	LEFT	1030.00

* BASIC BID DEMO/REPLACE ASPHALT AREAS INCLUDE REPAIR AREAS WITH EXCESSIVE CRACKING AND AREAS ALONG CURB AT SUSPECTED BURY PIT AREAS

BID ALTERNATE

ASPHALT PAVEMENT DEMO/REPLACE SCHEDULE Δ

START STATION	END STATION	AREA (SF)
0+19.00	15+90.00	41,210

Δ BID ALTERNATE DEMO/REPLACE ASPHALT AREA INCLUDES THE ADDITIONAL AREA OF ASPHALT OUTSIDE THE BASIC BID REPAIR AREAS.

BID ALTERNATE

VALVE BOX ADJUSTMENT SCHEDULE ‡

ITEM	STATION	OFFSET	EXISTING ELEV	PROPOSED ELEV
WATER VB	8+28.14	6.50R	101.78	101.74

‡ ALL VALVE BOX ADJUSTMENTS INCLUDED IN BID ALTERNATE



NO.	REVISION	DATE

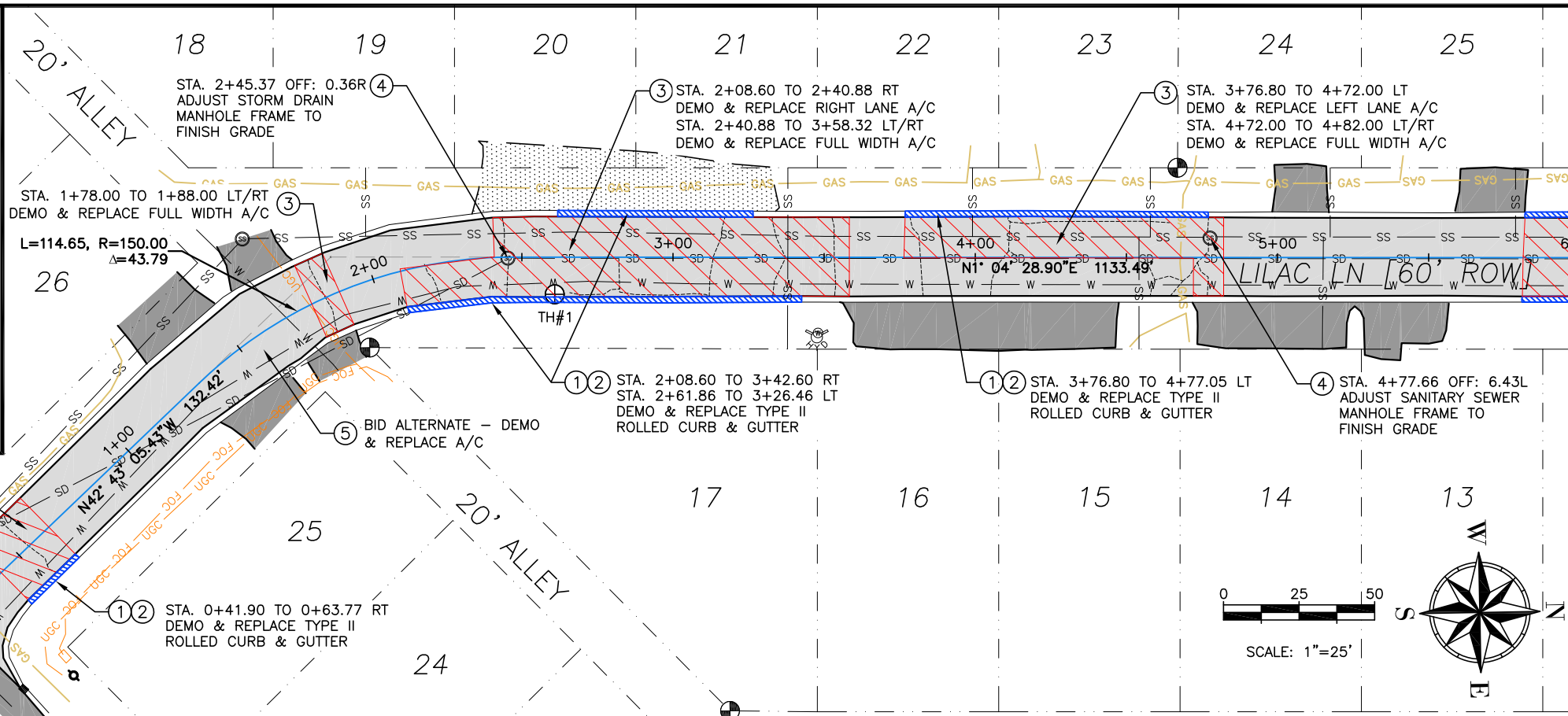
CONSULTING ENGINEERS
 STRUCTURAL/CIVIL
 155 BIDARCA ST
 KENAI, AK 99611
 TEL: (907) 288-3583
 LICENSE NO. AEGC1219
 NELSONENGINEER@ALASKA.NET

LILAC LANE ROADWAY IMPROVEMENTS
 CITY OF KENAI
 BID DOCUMENTS
 QUANTITY SCHEDULES

PROJECT NO.
 2023050
 DRAWN BY:
 MZD
 CHECKED BY:
 MJD/MZD
 DATE: 04/08/2024
 SCALES: NOTED
 HORIZ. NOTED
 VERT. NOTED
 SHEET:
C3
 3 OF 10

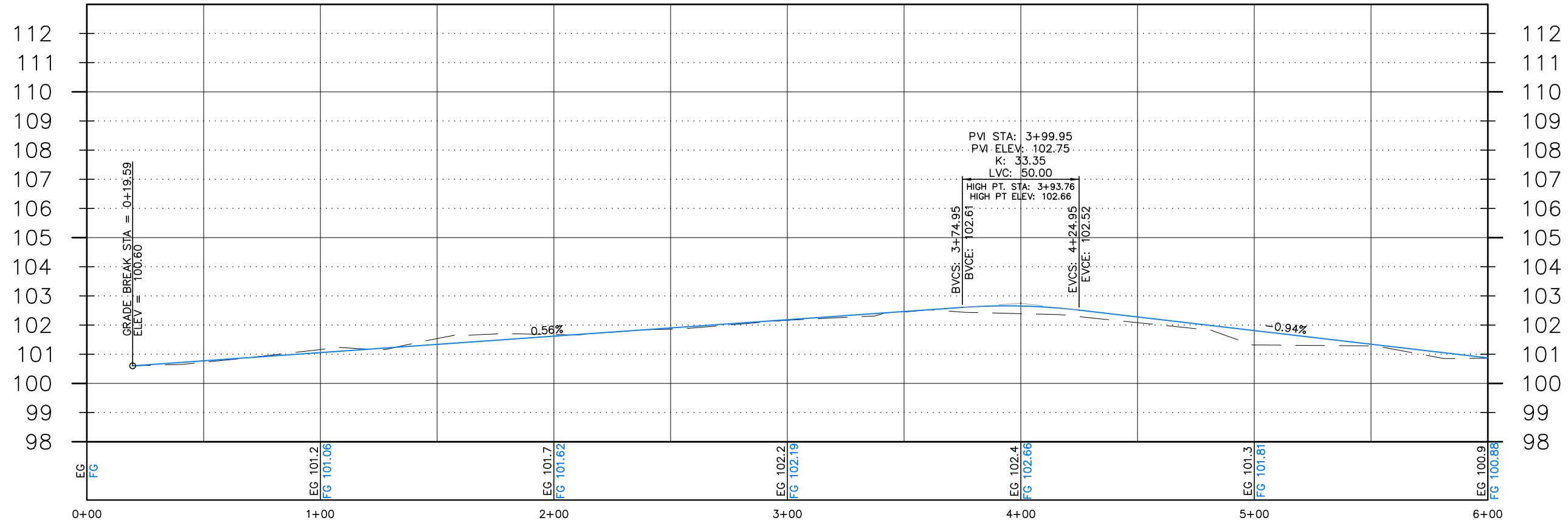
KEY NOTES - SHEETS C4, C5, C6

1. SAWCUT AND REMOVE CURB AND GUTTER AT EXISTING JOINTS AS DIRECTED BY THE ENGINEER. SAWCUT LOCATIONS SHALL BE MARKED AND APPROVED BY ENGINEERING PRIOR TO CUTTING. CONSTRUCT NEW CURB AND GUTTER TO PROVIDE TRUE AND STRAIGHT FLOW PATHS.
2. EXCAVATE TO REMOVE SUSPECTED BURY PIT ALONG CURB PER DETAIL A/C8. DEPTH AND WIDTHS OF EXCAVATIONS MAY VARY UNDER ROADWAY AND CURB AND GUTTER. CONTRACTOR TO COORDINATE WITH ENGINEER TO DETERMINE EXTENTS OF UNSUITABLE MATERIAL TO BE REMOVED IN THE FIELD.
3.  BASIC BID: DEMO EXISTING ASPHALT PAVEMENT AND REPLACE WITH MIN. 2" TYPE IIA ASPHALT PAVEMENT PER SECTION A/C7.
4. ADJUST MANHOLE/CATCH BASIN FRAME TO FINISH GRADE.
5.  BID ALTERNATE ADDITIONAL AREA: DEMO & REPLACE ALL ASPHALT PAVEMENT IN LILAC LANE ROADWAY FROM STA. 0+19.00 TO 15+90.00. BID ALTERNATE INCLUDES BASIC BID REPAIR AREAS AND ADDITIONAL AREAS OUTSIDE THE REPAIR AREAS.



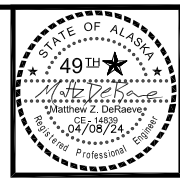
A LILAC LANE - PLAN (STA. 0+00 TO 6+00)

C4 HORIZONTAL SCALE: 1"=25' (22X34), 1"=50' (11X17)



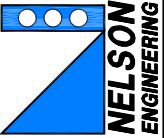
B LILAC LANE - CL ROAD PROFILE (STA. 0+00 TO 6+00)

C4 HORIZONTAL SCALE: 1" = 25' (22X34), 1" = 50' (11X17); VERTICAL SCALE: 1" = 2' (22X34), 1" = 4' (11X17)



NO.	REVISION	DATE

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LILAC LANE ROADWAY IMPROVEMENTS
CITY OF KENAI
 PLAN AND PROFILE
 STA. 0+00 TO 6+00

PROJECT NO.
2023050
 DRAWN BY:
MZD
 CHECKED BY:
MJD/MZD
 DATE: 04/08/2024
 SCALES: NOTED
 HORIZ. NOTED
 VERT. NOTED
 SHEET: **C4**
 4 OF 10

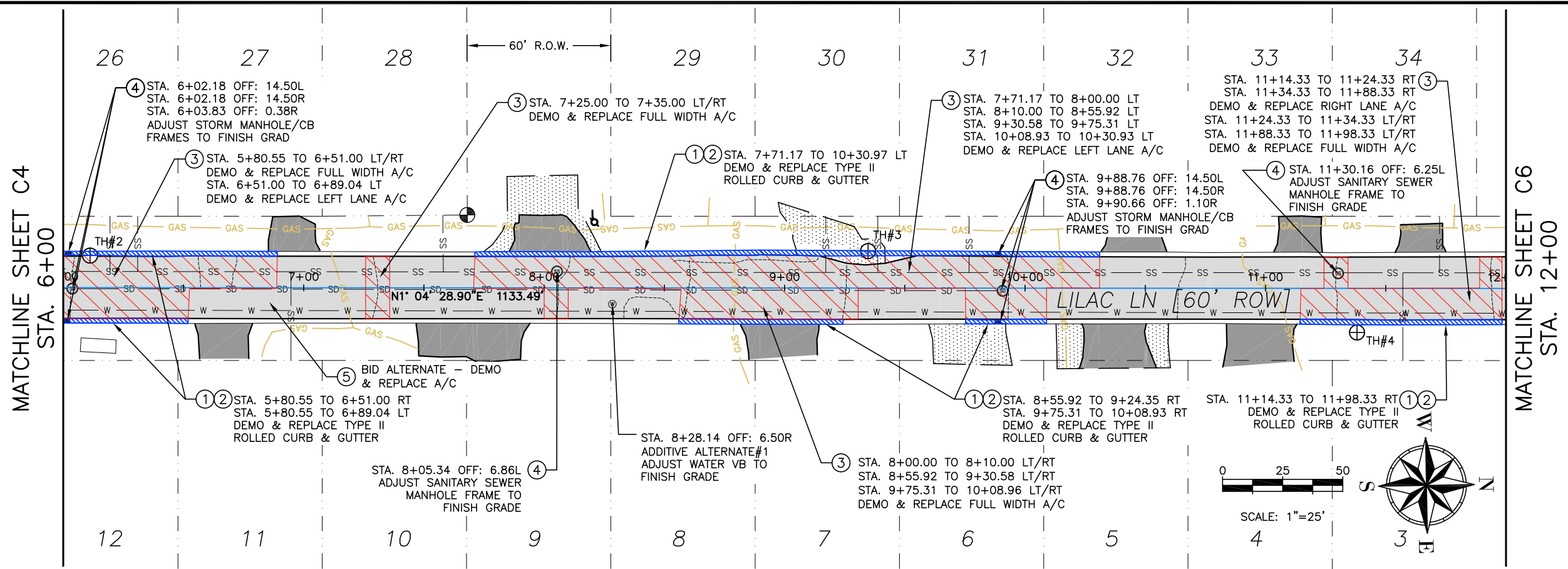


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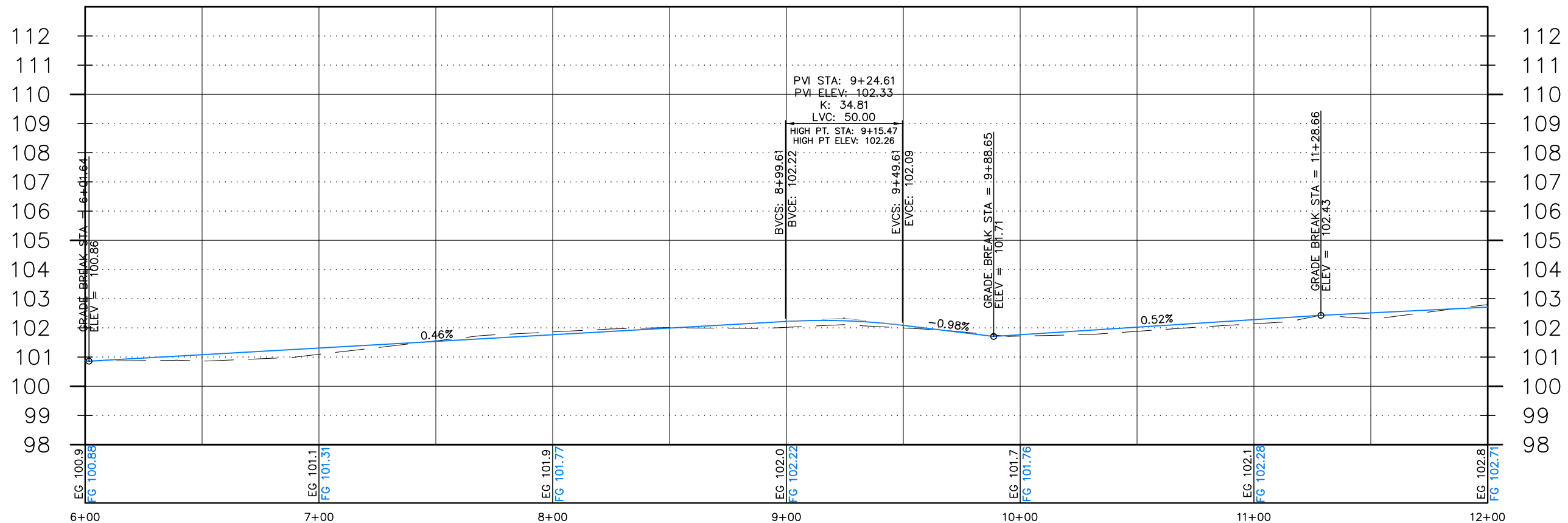
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 TEL: (907) 283-3583
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LILAC LANE ROADWAY IMPROVEMENTS
CITY OF KENAI
 PLAN AND PROFILE
 STA. 6+00 TO 12+00

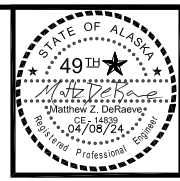
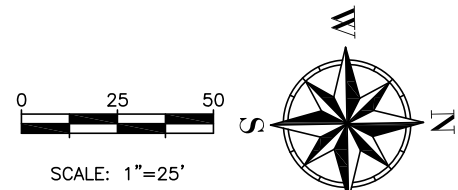
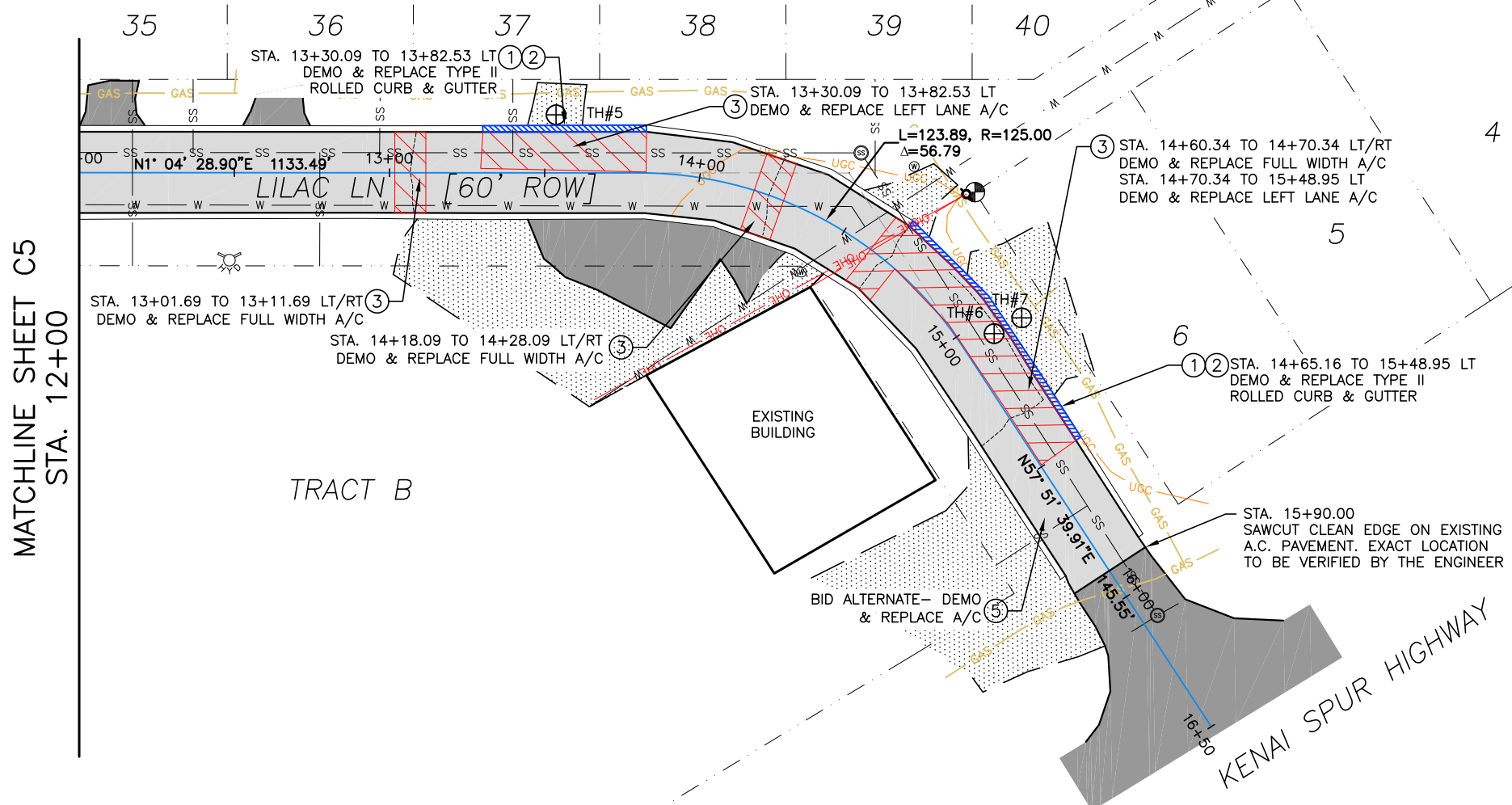
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 HORIZ. NOTED
 VERT. NOTED
 SHEET: **C5**



A LILAC LANE - PLAN (STA. 6+00 TO 12+00)
C5 HORIZONTAL SCALE: 1"=25' (22X34), 1"=50' (11X17)

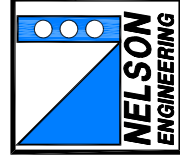


B LILAC LANE - CL ROAD PROFILE (STA. 6+00 TO 12+00)
C5 HORIZONTAL SCALE: 1" = 25' (22X34), 1" = 50' (11X17); VERTICAL SCALE: 1" = 2' (22X34), 1" = 4' (11X17)



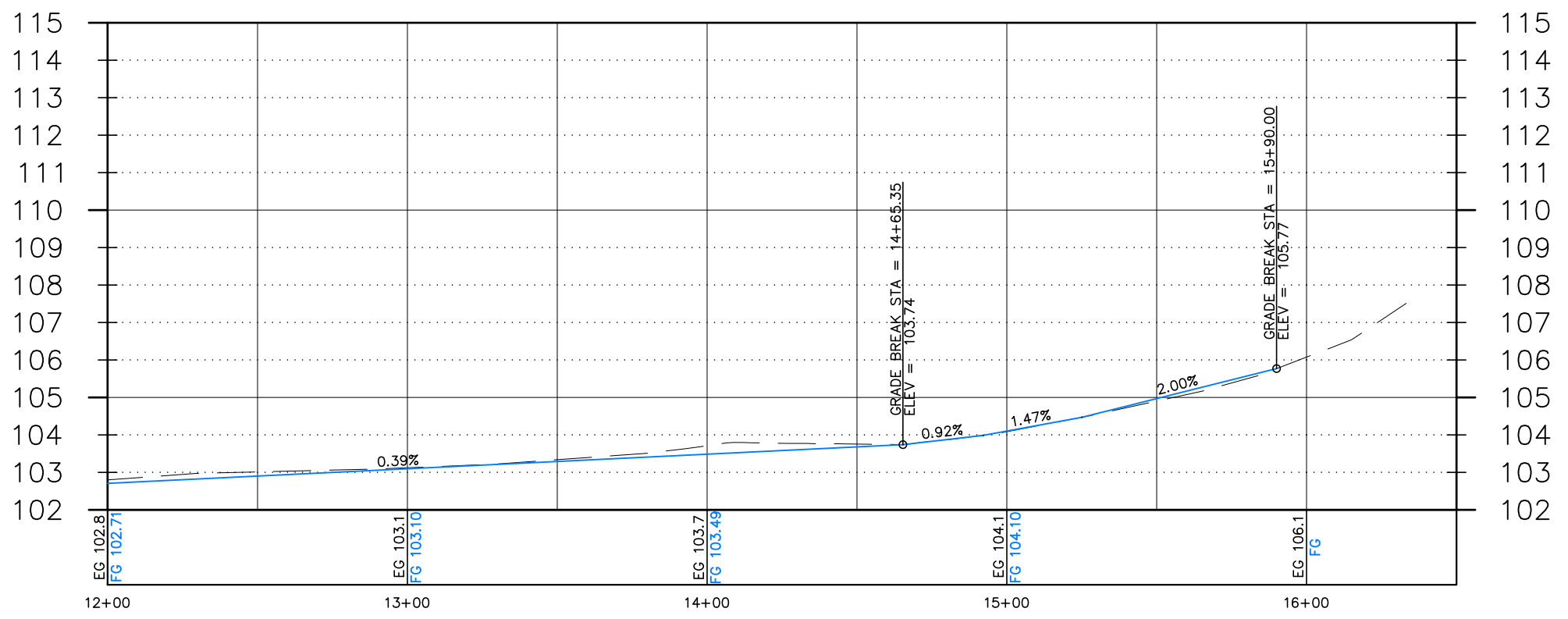
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A LILAC LANE - PLAN (STA. 12+00 TO 16+50)

C6 HORIZONTAL SCALE: 1"=25' (22X34), 1"=50' (11X17)



B LILAC LANE - CL ROAD PROFILE (STA. 12+00 TO 16+50)

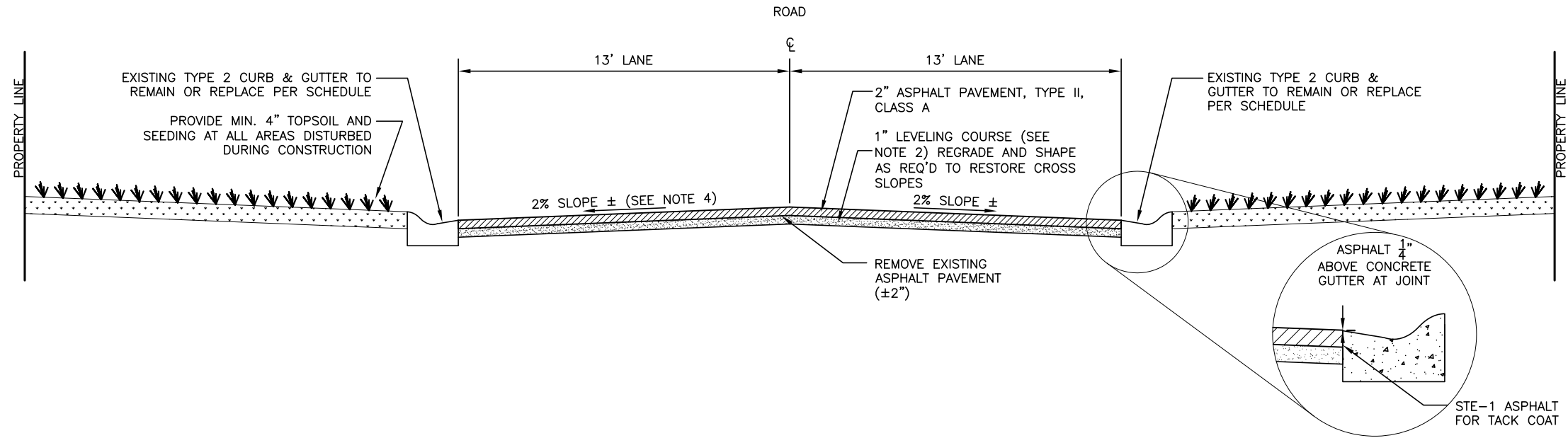
C6 HORIZONTAL SCALE: 1" = 25' (22X34), 1" = 50' (11X17); VERTICAL SCALE: 1" = 2' (22X34), 1" = 4' (11X17)

LILAC LANE ROADWAY IMPROVEMENTS
CITY OF KENAI
PLAN AND PROFILE
STA. 12+00 TO 16+50

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HORIZ. NOTED
VERT. NOTED
SHEET: **C6**



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- ### TYPICAL ROAD SECTION NOTES
1. SAW CUT CLEAN EDGES ON EXISTING ASPHALT AT CONNECTING STREETS AND DRIVEWAYS PRIOR TO REMOVING THE ASPHALT. DISPOSE OF EXISTING ASPHALT PAVEMENT AT CONTRACTORS'S APPROVED DISPOSAL SITE.
 2. REGRADE AND RESHAPE EXISTING BASE COURSE AS REQUIRED. IMPORT ADDITIONAL BASE COURSE AND COMPACT PER SPECIFICATIONS. SUBBASE RECONSTRUCTION MAY BE REQUIRED IF UNSUITABLE SUBGRADE CONDITIONS ARE DISCOVERED. ADDITIONAL EXCAVATION MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.
 3. OBTAIN APPROVAL FOR BASE AND SUBBASE BY ENGINEER PRIOR TO PLACING NEW AC PAVEMENT.
 4. MATCH EXISTING CROSS SLOPES OF THE ROADWAY UNLESS NOTED OTHERWISE.
 5. MATCH EXISTING PAVEMENT ELEVATION AT APPROACHES AND CONNECTING STREETS. COORDINATE EXACT LOCATION OF THE TIE-IN WITH THE OWNER'S REPRESENTATIVE.
 6. APPLY TACK COAT TO FACE OF ASPHALT EDGE WHERE MATCHING EXISTING ASPHALT PAVEMENT AND AS SPECIFIED BY THE ENGINEER.
 7. TRANSITION CROSS SLOPE TO MATCH EXISTING AT THE EDGE OF PAVEMENT OF THE SIDE STREETS/DRIVEWAYS AND AT THE BOP AND EOP A MINIMUM OF 25 FEET.
 8. UNDERGROUND UTILITIES ARE PRESENT WITHIN THE PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATES, WORKING AROUND UTILITIES, AND COORDINATING WITH UTILITY COMPANIES AS REQUIRED. EXISTING SEWER SERVICES EXIST IN RIGHT-OF-WAY, EXACT LOCATIONS ARE UNKNOWN.

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LILAC LANE ROADWAY IMPROVEMENTS
CITY OF KENAI
CONSTRUCTION DOCUMENTS
TYPICAL SECTIONS AND DETAILS

PROJECT NO.
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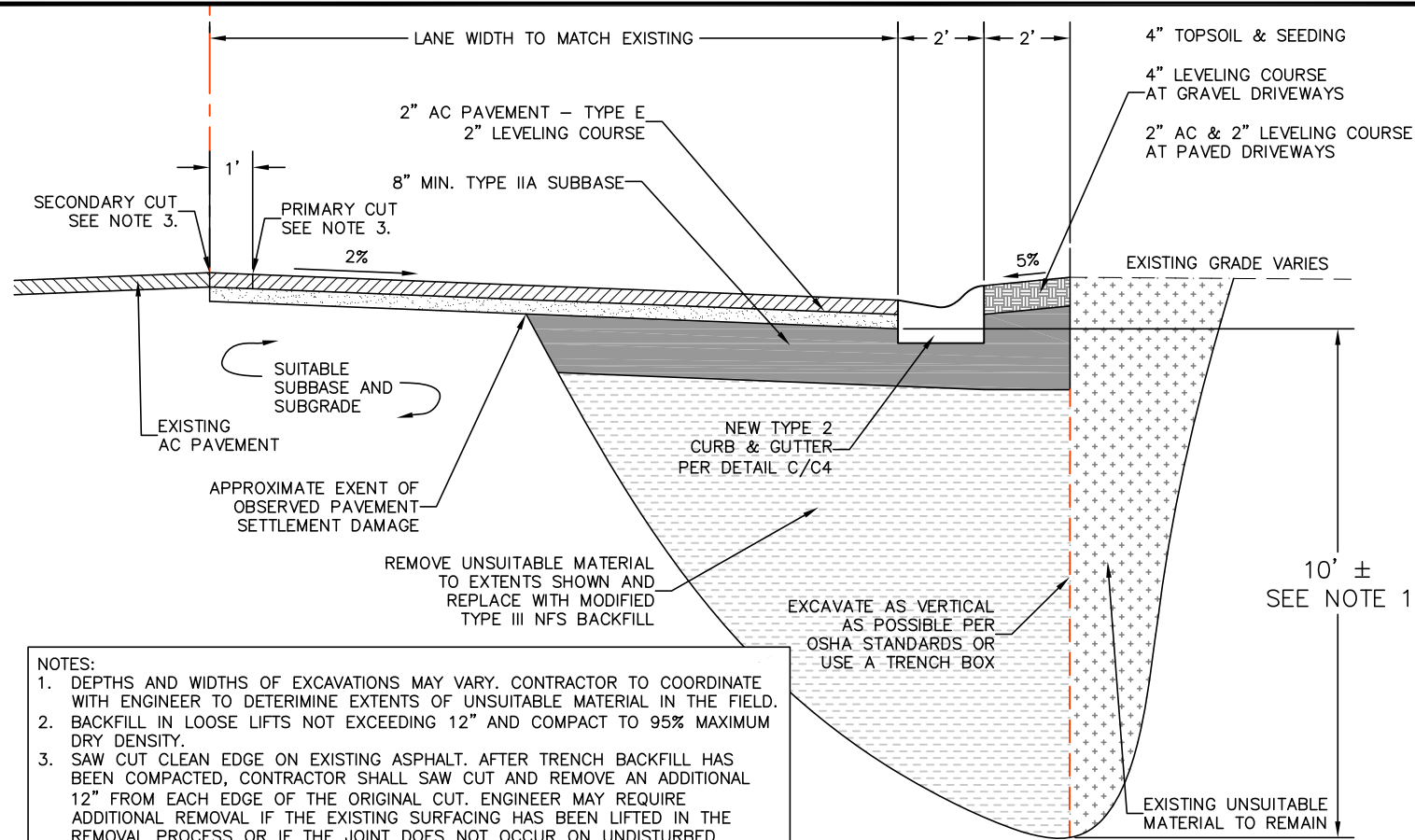
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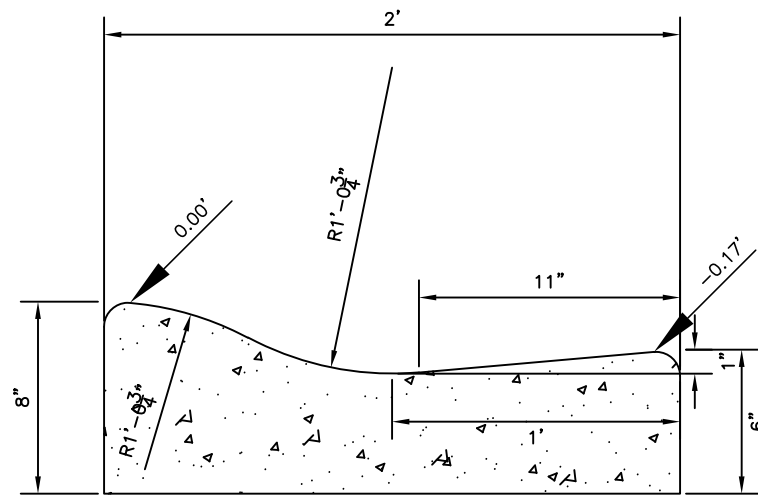
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET: C7

7 OF 10



- NOTES:**
1. DEPTHS AND WIDTHS OF EXCAVATIONS MAY VARY. CONTRACTOR TO COORDINATE WITH ENGINEER TO DETERMINE EXTENTS OF UNSUITABLE MATERIAL IN THE FIELD.
 2. BACKFILL IN LOOSE LIFTS NOT EXCEEDING 12" AND COMPACT TO 95% MAXIMUM DRY DENSITY.
 3. SAW CUT CLEAN EDGE ON EXISTING ASPHALT. AFTER TRENCH BACKFILL HAS BEEN COMPACTED, CONTRACTOR SHALL SAW CUT AND REMOVE AN ADDITIONAL 12" FROM EACH EDGE OF THE ORIGINAL CUT. ENGINEER MAY REQUIRE ADDITIONAL REMOVAL IF THE EXISTING SURFACING HAS BEEN LIFTED IN THE REMOVAL PROCESS OR IF THE JOINT DOES NOT OCCUR ON UNDISTURBED MATERIAL. TRIM AND SQUARE THE EDGES OF EXISTING SURFACING, AND REMOVE LOOSE MATERIALS BEFORE PLACING PAVEMENT. CONTRACTOR SHALL PAINT SURFACES AND EDGES OF EXISTING PAVEMENT WITH HOT STE-1 ASPHALT PRIOR TO PAVING.
 4. ALL QUANTITIES FOR EXCAVATION AND BACKFILL MATERIALS SHALL BE FIELD MEASURED BY AN ALASKA PROFESSIONAL LAND SURVEYOR.
 5. CONTRACTOR SHALL PROTECT AND ADEQUATELY DELINEATE OPEN TRENCHES, DITCHES, PAVEMENT EDGE DROP-OFFS, AND OTHER EXCAVATIONS AND HAZARDOUS AREAS WITH REFLECTIVE BARRICADES AS REQUIRED BY OSHA.

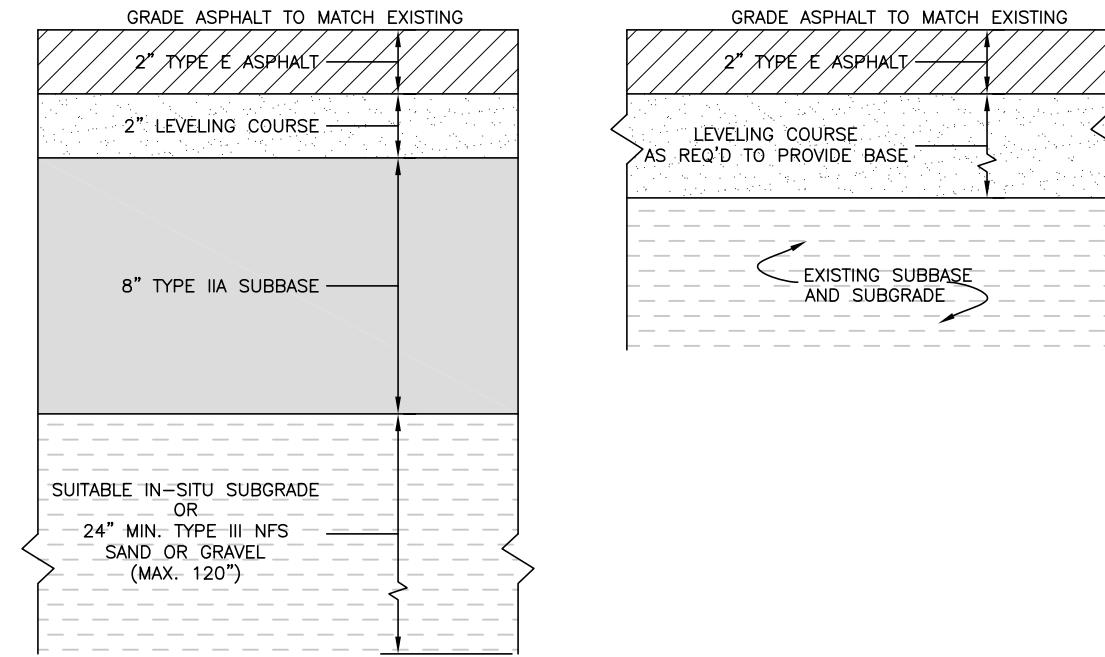
A TYPICAL ROAD REPAIR SECTION
C8 SCALE: NTS



TYPE 2 GUTTER

- NOTES:**
1. PROVIDE CONTRACTION JOINTS, CUT TO A DEPTH OF ONE INCH (1") PRIOR TO THE FINAL SET OF CONCRETE, SHALL BE TOOLED IN THE CURB AND GUTTER IN INTERVALS OF TEN FEET (10').

C TYPICAL CURB AND GUTTER DETAIL
C8 SCALE: NTS



NOTE: SUITABILITY OF EXISTING SUBGRADE IS TO BE DETERMINED BY THE ENGINEER.

MAJOR SETTLEMENT OR BURY PIT AREAS

PAVEMENT SURFACE RESTORATION AREAS

- NOTES:**
1. BACKFILL IN LOOSE LIFTS NOT EXCEEDING 12" AND COMPACT TO 95% MAXIMUM DRY DENSITY.

B TYPICAL PAVEMENT SECTIONS
C8 SCALE: NTS

D NOT USED
C8 SCALE: NTS

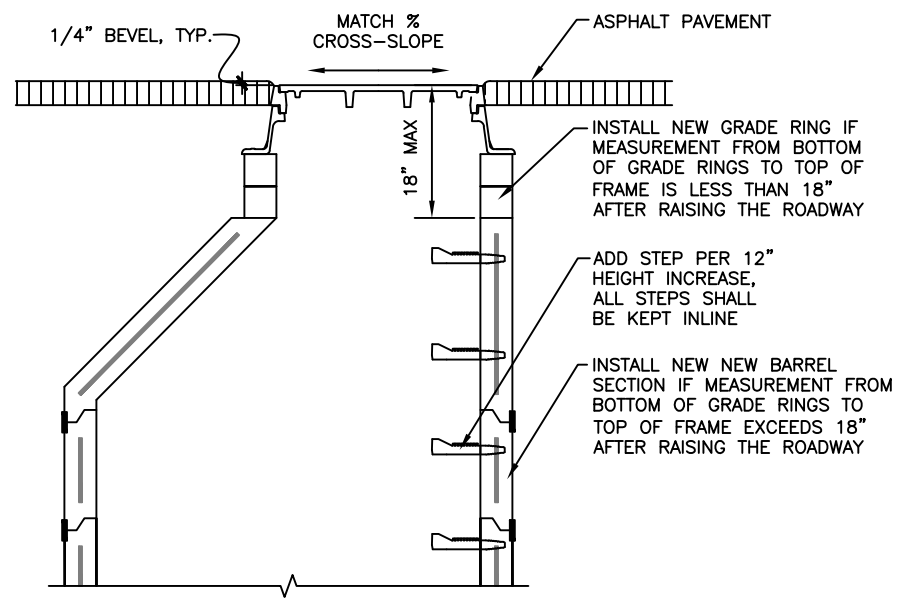


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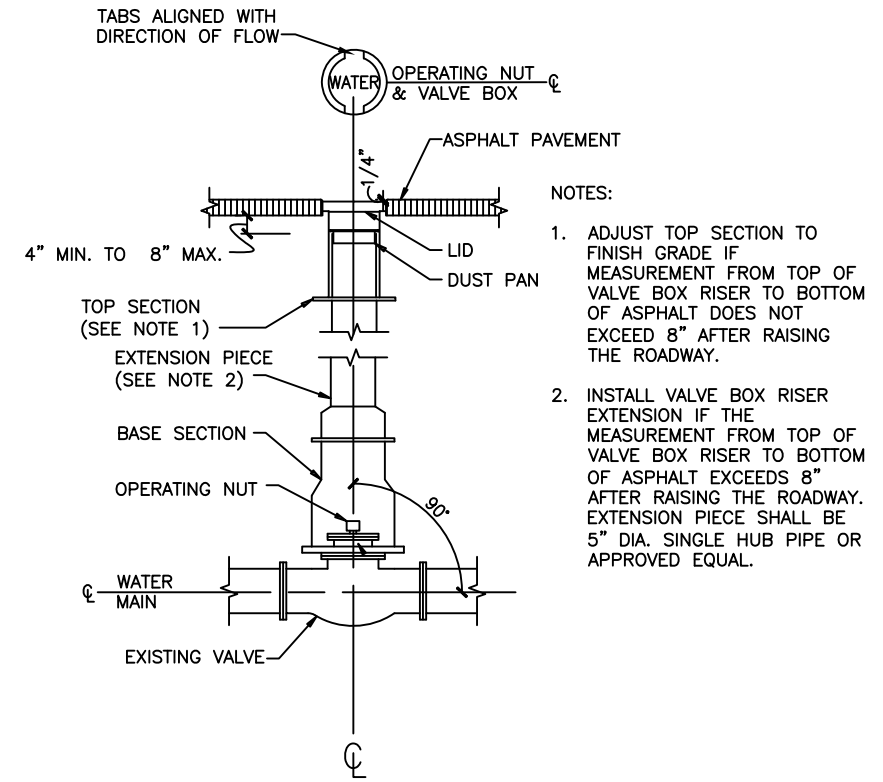
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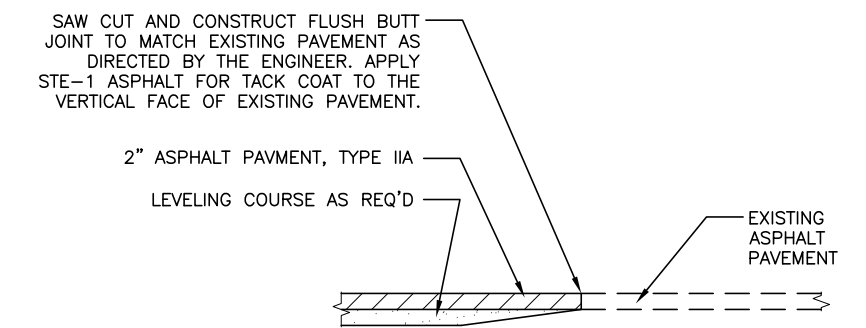
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8 OF 10



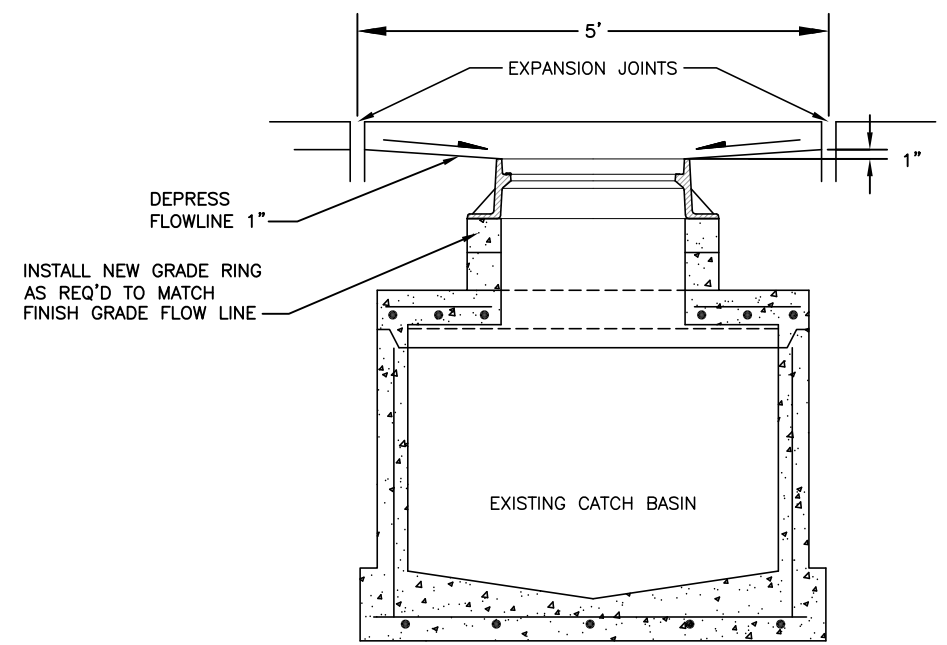
A TYPICAL MANHOLE FRAME ADJUSTMENT
C9 SCALE: NTS



B TYPICAL VALVE BOX ADJUSTMENT
C9 SCALE: NTS



C TYPICAL PAVEMENT MATCH
C9 SCALE: NTS



FRONT VIEW

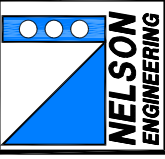
D TYPICAL CATCH BASIN FRAME ADJUSTMENT
C9 SCALE: NTS

E NOT USED
C9 SCALE: NTS



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 9 OF 10

