

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
CENTRAL REGION



PROPOSAL, CONTRACT, BOND, STANDARD MODIFICATIONS AND  
SPECIAL PROVISIONS FOR:

**PALMER: AIRPORT ROAD AND EAST  
EVERGREEN STREET REHABILITATION  
PROJECT NO. STP-0001(291)/56544**

AS-ADVERTISED: June 4, 2003  
DOCUMENT FEE: \$50.00

Used in conjunction with 2002 State of Alaska Standard Specifications for Highway Construction,  
United States Customary Edition (USC) and the plans for the above referenced project.

CONTRACTOR -----

[www.dot.state.ak.us](http://www.dot.state.ak.us)



FRANK H. MURKOWSKI  
GOVERNOR  
GOVERNOR@GOV.STATE.AK.US



STATE OF ALASKA  
OFFICE OF THE GOVERNOR  
JUNEAU

P.O. Box 110001  
JUNEAU, ALASKA 99811-0001  
(907) 465-3500  
FAX (907) 465-3532  
WWW.GOV.STATE.AK.US

Dear Prospective Contractor:

If you are considering a bid on an Alaska public works project, please remember the positive benefits of hiring locally. Construction, maintenance, and operation of public works projects are vitally important to the economic health of Alaska, and good paying jobs associated with such projects are especially important to Alaskans in rural areas of the state. As you are aware, Alaskans living in southwest Alaska, the Yukon-Kuskokwim river communities, and the Norton Sound region have suffered severe financial hardship over the past several years due to declines in the commercial fishing industry. Jobs are especially critical in these areas of the state.

Let me encourage you to pay particular attention to employment and training opportunities for local residents in villages and communities in the vicinity of the project(s). To make sure state government is doing its part, I have instructed state agencies to maximize the use of local labor sources on projects in these economically distressed areas. The Alaska Departments of Transportation and Public Facilities, Labor and Workforce Development, the Alaska Job Center Network, and regional Native Coalition on Employment and Training offices, are all helping to coordinate the state's efforts to maximize local hire through training and apprenticeship programs.

Another advantage to hiring locally is that hiring job ready welfare recipients and the unemployed in their own communities earns you tax credits. The Welfare to Work Tax Credit (WtW) and the Worker Opportunity Tax Credit (WOTC) programs are surefire boosts to local hire efforts in rural Alaska. For more information on either of these programs, contact your nearest Alaska Job Center office, call (907) 465-5953, or visit our website at <http://www.jobs.state.ak.us/wotc.htm>.

The State of Alaska can assist you by connecting you with skilled workers close to your work site. If you are awarded a contract, we will send you additional information on the business benefits of hiring locally through the WtW tax credit and WOTC programs, and will follow up by telephone with you personally in case you have further questions. If there is anything we can do to assist you in this important effort, please let us know.

Good luck in the upcoming construction season, and thank you for putting Alaskans to work.

Sincerely yours,

A handwritten signature in black ink, reading "Frank H. Murkowski".

Frank H. Murkowski  
Governor





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**INVITATION FOR BIDS**  
for Construction Contract

Date June 4, 2003

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

Location of Project: Palmer, Alaska

Contracting Officer: Gordon C. Keith, P.E.

Issuing Office: Central Region

State Funded [ ☐ ] Federal Aid [ ☒ ]

**Description of Work:**

This federally funded project will consist of paving Airport Road from 75 feet south of East Evergreen Street to Arctic Avenue and East Evergreen Street between Gulkana Street and the airport aircraft parking apron. Constructing 0.5 miles of pathway in the town of Sutton is also included.

The Engineer's Estimate is between **\$500,000 to \$1,000,000**

All work shall be completed by **October 31, 2003**.

Interim Completion dates, if applicable, will be shown in the Special Provisions.

Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at **2:00 PM** local time, in the main conference room, 4111 Aviation Avenue, Anchorage, Alaska on June 18, 2003.

**SUBMISSION OF BIDS**

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

**Bid for Project:**

**Palmer: Airport Road and East Evergreen  
Street Rehabilitation**

**Project No. STP-0001(291)/56544**

**ATTN: Contracts**

**State of Alaska**

**Department of Transportation & Public Facilities**

**P.O. Box 196900**

**Anchorage, AK 99519-6900**

Bids, amendments or withdrawals transmitted by mail must be received in the above specified post office box no later than 7 hours prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received by the **Contracts Officer** at the Contracts Section, 4111 Aviation Avenue, prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to **Contracts Officer**. Fax number: (907) 269-0425.

*A bid guaranty is required with each bid in the amount of 5% of the amount bid. (Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)*

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

See attached.

Plans and Specifications may be ordered, for the price of \$50.00 from:

State of Alaska, Department of Transportation & Public Facilities  
Plans Room  
4111 Aviation Avenue  
P.O. Box 196900  
Anchorage, AK 99519-6900

Phone: (907) 269-0408

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with:

Gary Lincoln, P. E.

Phone: (907) 269-0606

Fax: (907) 269-0620

All questions concerning bidding procedures should be directed to:

Sharon L. Smith, P.E.  
Chief of Contracts  
P.O. Box 196900  
Anchorage, AK 99519-6900

Phone: (907) 269-0414

### Other Information:

The Bid Calendar, Planholders list, Bid Results and DBE information are available on the internet at:  
[www.dot.state.ak.us](http://www.dot.state.ak.us) under Hot Topics, then Procurement. Sorry – we no longer fax planholders lists.

This project was designed in the US customary (USC) units. Inspection will take place in USC units. Submittals must be provided in USC units.

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The 2002 State of Alaska Standard Specifications for Highway Construction, United States Customary Edition (USC) is available upon request for \$25.00 each from Contracts Section, 4111 Aviation Avenue, Anchorage, AK 99502. (907) 269-0400.

Standard Drawings in an 8 1/2" x 11" format are available upon request for \$75.00 per set from D & C Standards, Alaska DOT & PF, 3132 Channel Drive, Juneau, Alaska 99801-7898. Telephone (907) 465-2985. Payment by check or money order will be made payable to the State of Alaska.

## **SPECIAL NOTICE TO BIDDERS**

The Department hereby notifies bidders that information to assist in preparing bids is available at 4111 Aviation Avenue for the following:

1. The CPM schedule submittal requirements have changed. See Section 646, CPM SCHEDULING of the Special Provisions for details.
2. These items are available upon request in the Anchorage Department of Transportation and Public Facilities Building Plans Room:
  - a. Quantity Computations
  - b. State of Alaska Department of Transportation and Public Facilities publications, *Best Management Practices for Construction Erosion and Sediment Control and Maintenance and Operations Activities* and *Alaska Storm Water Pollution Prevention Plan Guide*, effective October, 2001.
  - c. Department of Transportation and Public Facilities - Sign Face Fabrication Requirements
  - d. The Standard Specifications for Highway Construction 2002 USC units may be viewed or downloaded at no charge from the Statewide Design and Engineering Service Division's external website.
3. Utility agreements pertaining to the disposition of all utility facilities on this project are available for review at the office of the Utilities Engineer, (907) 269-0647.
4. The Department has approved environmental documents addressing concerns and environmental commitments which are available for review in the office of the Preliminary Design and Environmental Coordinator, (907) 269-0534.
5. The Materials Certification List (MCL) has been included in Appendix C. This list is provided for you to determine which materials will require submittal to the Project Engineer for certification of compliance. The MCL also provides the Project Engineer with the appropriate approving authority.







STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**REQUIRED DOCUMENTS**

Federal-Aid Contracts

**REQUIRED FOR BID.** Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. Bid Form (Form 25D-9)
2. Bid Schedule
3. Bid Security
4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:  
Bid Modification (Form 25D-16)

**REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER.** The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. Subcontractor List (Form 25D-5)

**REQUIRED FOR AWARD.** In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Construction Contract (Form 25D-10A)
2. Payment Bond (Form 25D-12)
3. Performance Bond (Form 25D-13)
4. Contractor's Questionnaire (25D-8)
5. Certificate of Insurance (from carrier)
6. EEO-1 Certification (Form 25A-304)
7. DBE Utilization Report (Form 25A-325C)
8. When Form 25A-325C indicates less than the stated goal for the project, the successful bidder shall submit documentation of efforts in meeting the goal by submitting the following:  
Summary of Good Faith Effort Documentation (Form 25A-332A), and  
Contact Reports (Form 25A-321A), as required
9. On projects that include bid item 645, Training Program, the successful bidder shall submit the following:  
Training Utilization Report (Form 25A-311), and/or  
DOT&PF Training Program Request (Form 25A-310), if required
10. On Federal-aid highway projects: Material Origin Certificate (Form 25D-60)
11. On Federal-aid airport projects: Buy American Certificate (Form 25D-61)
12. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)
13. For each DBE to be used on the project, submit a DBE Commitment (Form 25A-326)





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**FEDERAL EEO BID CONDITIONS**

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246). FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN THE STATE OF ALASKA

1. Definitions. As used in these specifications:

- a. **"Covered area"** means the geographical area described in the solicitation from which this contract resulted;
- b. **"Director"** means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor (DOL), or any persons to whom the Director delegates authority;
- c. **"Employer" identification number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. **"Minority"** includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
16. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
17. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as set forth in item 20.

These goals as listed in item 20 are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally and non-federally involved construction.

The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

18. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.

19. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.

20. Goal and Timetable

- a. The following goal and timetable for female utilization shall be included in all federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a federal or federally assisted construction contract or subcontract.

**ALASKA GOAL AND TIMETABLE FOR WOMEN\***

<u>Timetable</u>	<u>Goal **</u>
Until Further Notice	6.9%

- b. The following goals and timetable for minority utilization shall be included in all federal or federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in Alaska. The goals are applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a federal or federally-assisted construction contract or subcontract.

**ALASKA GOALS AND TIMETABLE FOR MINORITY UTILIZATION**

<u>Timetable</u>	<u>Economic Area (EA)***</u>	<u>Goals **</u>
Until Further Notice	Anchorage SMSA Area	08.7%
	Remainder of State	15.1%

\* The goal and timetable for women listed above applies to Alaska as well as nationwide.

\*\* The Director, from time to time, shall issue goals and timetables for minority and female utilization that shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects, or construction contracts performed in specific geographical areas. The goals shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

\*\*\* Refer to the Standard Metropolitan Statistical Areas (SMSA) and Economic Areas (EA), Office of Management and Budget, 1975.





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBCONTRACTABLE ITEMS**

Federal-Aid Contracts

**Palmer: Airport Road and East Evergreen Street Rehabilitation  
Project No. STP-0001(291)/56544**

The original DBE Utilization Goal for this project is: 4.6 % of the basic bid amount.

The following is the list of subcontractable items by category/subcategory that must be considered under Section 120, DBE Program, Subsection 120-3.02, Good Faith Effort.

BID ITEM NO.	DESCRIPTION OF WORK OR PORTION OF WORK	CATEGORY
615(1)	Standard Sign	Highway Signs (Permanent Installation)
618(2)	Seeding	Hydroseeding
618(3)	Water for Seeding	Hydroseeding
620(1)	Topsoil	Hydroseeding
642(1)	Construction Surveying	Surveying-Unlicensed Construction Surveyor
642(3)	Three Person Survey Party	Surveying-Unlicensed Construction Surveyor

(Continued on Reverse Side)







STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**SUBCONTRACTOR LIST**

**Palmer: Airport Road and East Evergreen Street Rehabilitation**

**Project No. STP-0001(291)/56544**

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: ☐ All Work on the above-referenced project will be accomplished without subcontracts greater than  $\frac{1}{2}$  of 1% of the contract amount.

☐ <sup>or</sup>  
Subcontractor List is as follows:

**LIST FIRST TIER SUBCONTRACTORS ONLY**

<b>FIRM NAME, ADDRESS, PHONE NO.</b>	<b>AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.</b>	<b>SCOPE OF WORK TO BE PERFORMED</b>

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

I hereby certify that the listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

Date

( )  
Phone Number





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
Civil Rights Office - DBE Program

## BIDDER REGISTRATION

All firms submitting bids or quotes on Alaska Department of Transportation and Public Facilities (DOT&PF) projects must register annually. Complete this form for each contractor and subcontractor.

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Date Firm was Established: \_\_\_\_\_

Is this firm a (check all that apply):

Prime Contractor? ☐ Yes ☐ No

Subcontractor? ☐ Yes ☐ No

Service Provider? ☐ Yes ☐ No

Material Supplier? ☐ Yes ☐ No

Manufacturer? ☐ Yes ☐ No

Certified DBE? ☐ Yes ☐ No

Identify specialty: \_\_\_\_\_

Identify service: \_\_\_\_\_

Identify material: \_\_\_\_\_

Identify product: \_\_\_\_\_

If so, by whom?

☐ DOT&PF

☐ Municipality of Anchorage

☐ Other \_\_\_\_\_

\_\_\_\_\_  
Name of Organization

Type of contracts/proposals bid by the firm:

☐ Highways ☐ Airports ☐ Mass Transit

☐ Other (specify) \_\_\_\_\_

Firm's gross annual receipts:

☐ < \$500,000

☐ \$500,000 - \$999,999

☐ \$1,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999

☐ \$10,000,000 - \$16,999,999

☐ > \$17,000,000

Send this completed form to:

OR You may fax your completed form to:

DOT&PF Civil Rights Office  
PO Box 196900  
Anchorage, Alaska 99519-6900

(907) 269-0847

If you have any questions, please call (907) 269-0851.





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## CONTRACTOR'S QUESTIONNAIRE

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

## A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?  
☐ No    ☐ Yes    If YES, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Describe any arrangements you have made to finance this work: \_\_\_\_\_

\_\_\_\_\_

## B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project.

[illegible]

2. What percent of the total value of this contract do you intend to subcontract? \_\_\_\_\_ %

3. Do you propose to purchase any equipment for use on this project?  
☐ No ☐ Yes If YES, describe type, quantity, and approximate cost:

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4. Do you propose to rent any equipment for this work?  
☐ No ☐ Yes If YES, describe type and quantity:

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5. Is your bid based on firm offers for all materials necessary for this project?  
☐ Yes ☐ No If NO, please explain:

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### C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?  
☐ Yes ☐ No

Describe the most recent or current contract, its completion date, and scope of work:

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2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

**I hereby certify that the above statements are true and complete.**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**BID FORM**

for  
**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

by

Company Name

Company Address (Street or PO Box, City, State, Zip)

**TO THE CONTRACTING OFFICER,  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES:**

In compliance with your Invitation for Bids dated **June 4, 2003**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near **Palmer**, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of 3 pages, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Transportation and Public Facilities as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within N/A calendar days, after the effective date of the Notice to Proceed, or by **October 31, 2003**, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **50%** (of the contract) and Performance Bond in the amount of **50%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

### NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, 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 this bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Typed Name and Title

(     )

\_\_\_\_\_  
Phone Number

(     )

\_\_\_\_\_  
Fax Number





## BID SCHEDULE

STATE OF ALASKA -- DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- CENTRAL REGION

**Project:** PALMER AIRPORT  
ROAD AND EAST  
EVERGREEN STREET  
REHABILITATION  
STP-0001(201)/ 56544

Before preparing this bid schedule, read carefully, Section 102 of the 2002 State of Alaska Standard Specifications for Highway Construction, United States Customary (USC) and the following:

The Bidder shall insert, as called for, a unit price or a lump sum price in figures opposite each pay item for which an estimated quantity appears in the bid schedule. A unit price or lump sum price is not to be entered or tendered for any pay item not appearing in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "All Required" (All Req'd) and as further specified in the contract.

Wherever a Contingent Sum is shown for any item in this bid schedule, such amount shall govern and be included in the bid total.

Conditioned or qualified bids will be considered non-responsive.

Contract award will be made on the basis of the total basic bid.

The DBE Utilization Goal for this project is 4.6 % of the total contract award amount. See Section 120 for details.

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
===== BASIC BID =====					
202(2)	REMOVAL OF PAVEMENT	SQUARE YARD	660	\$	\$
203(3)	UNCLASSIFIED EXCAVATION	CUBIC YARD	700	\$	\$



# BID SCHEDULE

STATE OF ALASKA -- DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES -- CENTRAL REGION

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
===== BASIC BID =====					
203(6A)	BORROW, TYPE A	TON	2,850	\$	\$
301(1)	AGGREGATE BASE COURSE, GRADING D-1	TON	4,767	\$	\$
303(1)	RECONDITIONING	STATION	47	\$	\$
401(1B)	ASPHALT CONCRETE, TYPE II; CLASS B	TON	2,152	\$	\$
401(2)	ASPHALT CEMENT, GRADE PG 52-26	TON	119	\$	\$
401(6)	ASPHALT PRICE ADJUSTMENT	CONTINGENT SUM	ALL REQUIRED	(CONTINGENT SUM)	\$ 4,800.00
603(17-12)	12 INCH PIPE	LINEAR FOOT	37	\$	\$
603(17-18)	18 INCH PIPE	LINEAR FOOT	79	\$	\$
604(3)	RECONSTRUCT EXISTING MANHOLE	EACH	1	\$	\$
604(5)	INLET, TYPE A	EACH	3	\$	\$
608(6)	CURB RAMP	EACH	10	\$	\$
608(7)	ASPHALT PATHWAY	TON	275	\$	\$
609(2)	CURB AND GUTTER, MOUNTABLE	LINEAR FOOT	670	\$	\$
615(1)	STANDARD SIGN	SQUARE FOOT	143.7	\$	\$
618(2)	SEEDING	POUND	12.5	\$	\$
618(3)	WATER FOR SEEDING	M GALLON	12.5	\$	\$

## BID SCHEDULE

Project Number STP-0001(291) / 56544

PALMER AIRPORT ROAD AND EAST EVERGREEN STREET REHABILITATION

Name of Bidding Firm \_\_\_\_\_



# BID SCHEDULE

STATE OF ALASKA – DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES – CENTRAL REGION

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Unit Bid Price	Amount Bid
***** BASIC BID *****					
620(1)	TOPSOIL	SQUARE YARD	1,400	\$	\$
627(13)	RECONSTRUCT VALVE BOX	EACH	3	\$	\$
639(6)	APPROACH	EACH	20	\$	\$
640(1)	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
641(1)	EROSION AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
641(2)	TEMPORARY EROSION AND POLLUTION CONTROL	CONTINGENT SUM	ALL REQUIRED	(CONTINGENT SUM)	\$ 4,500.00
642(1)	CONSTRUCTION SURVEYING	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
642(3)	THREE PERSON SURVEY PARTY	HOUR	30	\$	\$
643(2)	TRAFFIC MAINTENANCE	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
643(3)	PERMANENT CONSTRUCTION SIGNS	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
643(15)	FLAGGING	CONTINGENT SUM	ALL REQUIRED	(CONTINGENT SUM)	\$ 35,000.00
643(23)	TRAFFIC PRICE ADJUSTMENT	CONTINGENT SUM	ALL REQUIRED	(CONTINGENT SUM)	\$ 0.00
643(25)	TRAFFIC CONTROL	CONTINGENT SUM	ALL REQUIRED	(CONTINGENT SUM)	\$ 30,000.00
647(2)	WIDE PAD DOZER, 65 HP MINIMUM	HOUR	110	\$	\$
670(1)	PAINTED TRAFFIC MARKINGS	LUMP SUM	ALL REQUIRED	(LUMP SUM)	\$
Total Basic Bid					\$





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## CONSTRUCTION CONTRACT

Palmer: Airport Road and East Evergreen Street Rehabilitation

Project No. STP-0001(291)/56544

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

Company Name

Company Address (Street or PO Box, City, State, Zip)

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Corporation incorporated under the laws of the State of \_\_\_\_\_, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

Dollars

(\$ \_\_\_\_\_), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: \_\_\_\_\_ or within \_\_\_\_\_ calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ \_\_\_\_\_ Payment Bond, and \$ \_\_\_\_\_ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

---

**CONTRACTOR**

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

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

(Corporate Seal)

---

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

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**PAYMENT BOND**

Bond No. \_\_\_\_\_

For

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof,  
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the \_\_\_\_\_ of \_\_\_\_\_  
A.D., 20\_\_\_\_, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements  
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work  
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any  
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they  
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

For

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof,  
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the \_\_\_\_\_ of \_\_\_\_\_  
A.D., 20\_\_\_\_, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and  
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of  
Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the  
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Principal: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_

Surety: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations.

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

## INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**BID BOND**

For  
**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

**PRINCIPAL**

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate  
Seal

See Instructions on Reverse

**CORPORATE SURETY(IES)**

<b>Surety A</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	
<b>Surety B</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	
<b>Surety C</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## BID MODIFICATION

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

Modification Number: \_\_\_\_\_

Note: All revisions shall be made to the unadjusted bid amount(s).  
Changes to the adjusted bid amounts will be computed by the Department.

[illegible]

**TOTAL REVISION: \$** \_\_\_\_\_

Name of Bidding Firm

**Responsible Party Signature**

Date \_\_\_\_\_

This form may be duplicated if additional pages are needed.





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**MATERIAL ORIGIN CERTIFICATE**

Federal-Aid Highway Contracts

**Palmer: Airport Road and East Evergreen Street Rehabilitation**

**Project No. STP-0001(291)/56544**

By signing this Material Origin Certificate, the offeror certifies that all steel and iron products to be furnished under this project are manufactured in the United States and comply with Subsection 106-1.01, **Buy America Provision**, of the Contract Special Provisions, except for those items listed by the offeror below or on a separate and clearly identified attachment.<sup>1</sup>

PRODUCT <sup>2</sup>	COUNTRY OF ORIGIN	COST <sup>3</sup>

THE FOLLOWING ITEMS ARE CONSIDERED TO BE MANUFACTURING PROCESSES<sup>4</sup>:

- Modifying the chemical content.
- Initial rolling into plates, shapes, rods, and bars. Structural steel completed at this point.
- Rolling into sheets, corrugating, and rolling into culverts, guardrail, etc.
- Processing and drawing into wire, spinning wire into cable or strand, forming wire fabric, fencing, etc.
- The action of coating iron or steel. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the product.

Contractor

Signature of Contractor's Representative

Date

- The Contractor may amend this certificate after award only by a signed statement and only up to the limit specified in the contract.
- Enter "NONE" on the first line if there are no exceptions.
- Invoice cost as delivered to the project including freight.
- There is a Nationwide waiver to Buy America for pig iron and processed, pelletized and reduced iron ore.







STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**EEO-1 CERTIFICATION**

Federal-Aid Contracts

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)] and must be completed by the successful Bidder and each proposed Subcontractor participating in this contract.

**PLEASE CHECK APPROPRIATE BOXES**

The ☐ Bidder ☐ Proposed Subcontractor hereby CERTIFIES:

**PART A.** Bidders and proposed Subcontractors with 50 or more year-round employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year that the two conditions exist (50 employees and a \$50,000 federal contract).

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

☐ NO (go to PART B)

☐ YES (go to PART C)

Instructions and blank Standard Report Form 100's may be obtained from a local U.S. Department of Labor office, or by writing to:

The Joint Reporting Committee  
P.O. Box 779  
Norfolk, Virginia 23501

Telephone number: (757) 461-1213

**PART B.** The company named below has submitted the Standard Report Form 100 this year.

☐ NO

☐ YES

**Note:** Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

**PART C.**

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

( )

Date

Phone Number





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**CONTACT REPORT**

Federal-Aid Contracts

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

Specific Work or Materials (by pay Item): \_\_\_\_\_

**DBE Firm Contacted:**

\_\_\_\_\_  
Name Address ( ) Phone Number

**A. INITIAL CONTACT:** (See important contact information on instruction sheet)

Method:

1. Date \_\_\_\_\_ [ ] Phone [ ] Mail [ ] FAX [ ] Other

2. Person

Contacted

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

3. DBE's Response: Date: \_\_\_\_\_ Method: [ ] Phone [ ] Mail [ ] FAX [ ] Other

[ ] Submitted an acceptable sub-bid. (If sub-bid accepted, skip to Section D)

[ ] Not interested: Indicate Reason(s) \_\_\_\_\_

[ ] Needs more information: Date Prime provided requested information \_\_\_\_\_

[ ] Will provide quote by: Date \_\_\_\_\_

[ ] Received unacceptable sub-bid (complete Section C)

**B. FOLLOW-UP CONTACT**

Method:

1. Date \_\_\_\_\_ [ ] Phone [ ] Mail [ ] FAX [ ] Other

2. Person

Contacted

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

3. DBE's Response: Date: \_\_\_\_\_ Method: [ ] Phone [ ] Mail [ ] FAX [ ] Other

[ ] Submitted an acceptable sub-bid. (If sub-bid accepted, skip to Section D)

[ ] Received unacceptable sub-bid (complete Section C)

[ ] Other result: \_\_\_\_\_

**C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:**

1. Were the following required efforts made?

a. [ ] Yes [ ] No Identified specific items of work, products, materials, etc. when asking for quote(s).

b. [ ] Yes [ ] No Offered assistance in acquiring necessary bonding & insurance.

c. [ ] Yes [ ] No Provided all appropriate information concerning the specific work items or materials.

2. Was the DBE's quote non-competitive (i.e., more than 10% higher than the accepted quote)? [ ] Yes [ ] No

3. Was the DBE unable to perform in some capacity? [ ] Yes [ ] No If "Yes", explain: \_\_\_\_\_

**D. CERTIFICATION:** I certify that the information provided above is accurate and that efforts to solicit sub-bids were made in good faith.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of DOT&PF Reviewer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## INSTRUCTIONS

**Project Name and Number:** Enter project name and number as they appear on bid documents.

**Work or Materials:** Identify the specific work item or material that you requested this firm to furnish.

**Firm Contacted:** Enter name of firm as it appears in the current DOT&PF DBE directory.

**Address:** Enter address of firm contacted. **Phone Number:** Enter phone number of firm contacted.

**A. INITIAL CONTACT** (Must be made at least ten calendar days prior to bid opening.)

1. **Date and Method of Initial Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to section D.

**B. FOLLOW-UP CONTACT**

If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a sub-bid or to conclude discussions with a sub-bid submittal.

1. **Date and Method of Follow-up Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to section D.

**C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID**

1. A NO response to items 1a., b., or c. will result in rejection of this contact. Be specific on results of discussions.
2. A YES answer to item 2. is grounds for rejecting a DBE sub-bid.
3. A YES answer to item 3. is grounds for rejecting a DBE sub-bid, only if the inability to perform is in an area of work specifically identified as a sub-item under the applicable bid item.

**D. CERTIFICATION**

This certification of accuracy and good faith by the Contractor will be verified by contact with the listed firm. Falsification of information on the DBE Contact Report is grounds for debarment action under AS 36.30.640(4).



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**DISADVANTAGED BUSINESS ENTERPRISE  
UTILIZATION REPORT**

Federal-Aid Contracts

**Palmer: Airport Road and East Evergreen Street Rehabilitation**

**Project No. STP-0001(291)/56544**

The undersigned hereby certifies on behalf of the bidder that:

- A. It ☐ is ☐ is not a DOT&PF certified DBE or DBE joint venture.
- B. It ☐ has ☐ has not met the DBE Goal for the project. If it has not met the goal, the required documentation of sufficient good faith efforts ☐ is ☐ is not attached hereto.
- C. Listed below are the certified DBEs to be used in meeting the DBE goal. Included are the firm name, telephone number, bid items or portions of work to be performed indicated by item number, type of DBE credit claimed [prime contractor (P), joint venture (JV), subcontractor (sub), regular dealer (rd), broker (b), or manufacturer (m)], and the creditable<sup>1</sup> dollar amount to be counted toward the goal.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT <sup>2</sup>	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount <sup>3</sup> \$ \_\_\_\_\_

Basic Bid Amount \$ \_\_\_\_\_

DBE Utilization as % of Basic Bid Amount \_\_\_\_\_ %

Original DBE Project Goal 4.6 %

Revised DBE Project Goal \$ \_\_\_\_\_

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

( )

Date

Phone Number

1. See DBE Specification (Section 120) for determining type and amount of credit claimed for contract award.
2. Identify specific pay item, product, or component of work to be performed by DBE.
3. If accepted, this amount becomes the Revised DBE Goal and the required minimum level of DBE participation during the life of the contract.





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
Civil Rights Office - DBE Program

**PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT**

Federal-Aid Contracts

**Palmer: Airport Road and East Evergreen Street Rehabilitation**  
**Project No. STP-0001(291)/56544**

All firms bidding on Alaska Department of Transportation and Public Facilities (DOT&PF) projects must have a written commitment from each DBE firm to be subcontracted. Please complete this form for each DBE firm and submit to the DOT&PF Regional Compliance Officer.

If you have any questions, please call (907) 269-0851.

Name of DBE Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Description of the work that DBE firm will perform: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ \_\_\_\_\_

Signatures of Authorized representatives of the Prime Contractor and the DBE firm below represent the written commitment by the Prime Contractor to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

Prime Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_ DBE Firm Signature \_\_\_\_\_ Date \_\_\_\_\_

Prime Contractor Firm: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_







STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION**

Federal-Aid Contracts

Palmer: Airport Road and East Evergreen Street Rehabilitation

Project No. STP-0001(291)/56544

Contractor: \_\_\_\_\_

List all items considered for DBE utilization. GFE requires at a minimum that the Contractor consider all items identified on Form 25A-324.

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED	c. # OF DBES CONTACTED IN DBE DIRECTORY	d. # OF DBES THAT RESPONDED <sup>2</sup>	e. # OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
1. Check if acceptable DBE quote was received (if so, skip c, d, and e) 2. Attach completed Contact Reports, Form 25A-321A				

LIST ADDITIONAL ITEMS ON REVERSE SIDE

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED <sup>1</sup>	c. # OF DBES CONTACTED IN DBE DIRECTORY	d. # OF DBES THAT RESPONDED <sup>2</sup>	e. # OF DBE QUOTES RECEIVED
9.				
10.				
11.				
12.				
13.				
14.				
15.				
1. Check if acceptable DBE quote was received (if so, skip c, d, and e) 2. Attach completed Contact Reports, Form 25A-321A Comments:				

PART 4

STANDARD MODIFICATIONS

AND SPECIAL PROVISIONS

to the

STATE OF ALASKA

SPECIFICATIONS

for

HIGHWAY CONSTRUCTION

2002 STANDARD SPECIFICATIONS





## SECTION 101

### DEFINITIONS AND TERMS

#### Special Provisions

#### **101-1.03.DEFINITIONS.**Add the following definition:

**NON-FROST SUSCEPTIBLE.** Material that contains 6 percent or less passing the No. 200 screen as determined by sieve analysis performed with WAQTC FOP for AASHTO T 27/T 11 on minus 3 inch material. (11/29/01)RIUSC

## SECTION 102

### BIDDING REQUIREMENTS AND CONDITIONS

#### Special Provisions

**102-1.10 ADDENDA REQUIREMENTS.** Delete this Subsection in its entirety and substitute the following: Addenda will be issued to the individual or company to whom bidding documents were issued. Addenda may be issued by any reasonable method such as hand delivery, mail, telefacsimile, telegraph, courier, and in special circumstances by phone. Addenda will be issued to the address, telefacsimile number or phone number as stated on the planholder's list unless picked up in person or included with the bid documents. It is the bidder's responsibility to insure that he has received all addenda affecting the Invitation For Bids. No claim or protest will be allowed based on the bidder's allegation that he did not receive all of the addenda for an Invitation For Bids.

All addenda shall be acknowledged on the Proposal or by telegram or telefacsimile prior to the scheduled time of bid opening. If no addenda are received by the bidder, the word "None" should be entered on the Proposal Form. (10/23/02)R171USC02

## SECTION 103

### AWARD AND EXECUTION OF CONTRACT

#### Special Provisions

**103-1.06 INSURANCE REQUIREMENTS.** Delete this Subsection in its entirety and substitute the following: The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the Department covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies (a) shall comply with AS 21 and (b) shall be issued by insurers that (i) are licensed to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a financial rating acceptable to the Department. The Contractor shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

1. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:
  - a. Waiver of subrogation against the state and Employer's Liability Protection at \$500,000 each accident/\$500,000 each disease;
  - b. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
  - c. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
  - d. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity form or on a vessel on navigable water.
2. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:
  - a. \$1,000,000 Each Occurrence;
  - b. \$1,000,000 Personal Injury;
  - c. \$2,000,000 General Aggregate; and
  - d. \$2,000,000 Products-Completed Operations Aggregate.
3. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.

4. **Umbrella Coverage:** for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State of Alaska shall be named as an additional insured on policies required by paragraphs 2 thru 4 above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as an additional named indemnitee and as an additional insured.

The apparent low bidder shall furnish evidence of insurance to the Department before award of the Contract. The evidence shall be issued to the Department and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements; and
5. Be executed by the carrier's representative.

When a certificate of insurance is furnished, it shall contain the following statement:

*"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number). The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."*

The Department's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default. (05/06/03)R271USC02



## SECTION 105

### CONTROL OF WORK

#### Special Provisions

**105-1.06 COOPERATION WITH UTILITIES.** Add the following: Request locates from all the utilities having facilities in the area. Use the Alaska Digline, Inc. Locate Call Center for the following utilities:

#### ALASKA DIGLINE, INC.

Anchorage Area..... 278-3121

Statewide.....800-478-3121

Who will notify the following:

- |  |                          |
|--|--------------------------|
| • ACS                                  | • Telalaska              |
| • Aircraft Service International Group | • Alyeska Cable          |
| • Alaska Fiber Star                    | • Eyecom, Inc.           |
| • Alaska Railroad Corp.                | • Interior Telecom.      |
| • AT&T Alascom                         | • Mukluk Telecom.        |
| • City of Wasilla                      | • Tesoro Alaska Pipeline |
| • ENSTAR Natural Gas                   | • Unocal                 |
| • Matanuska Electric Assoc.            | • United Utilities       |
| • Matanuska Telephone Assoc.           | • Yukon Telephone        |
| • Phillips Alaska, Inc.                |                          |

Call the following utilities and agencies directly:

City of Palmer, Department of Public Works; contact is Joan at (907) 745-3709

Contact the Central Region Maintenance & Operations Office at 269-0760 to obtain the appropriate District Superintendent's phone number for this project.

There are various utility appurtenances located within the project limits. Utilities scheduled for relocation are addressed in the following utility specific sections. Cooperate with these utilities and coordinate schedule of work to allow them access to the project for their adjustments and/or relocation.

Work around those utilities not designated for relocation in the plans and the following utility specific coordination . You shall bear the expense for any changes or additional relocation requested for your convenience.

Work around all utility facilities, either existing or relocated, throughout the project unless advised by the utility that the facility is abandoned in place.

You shall bear the responsibility for any changes in contract scheduling that result in the conditions in this specification not being met. Additional coordination with the applicable utility will be required.

Schedule and coordinate the utility relocations with project construction as set forth in Section 108-1.03, Prosecution and Progress.

Right of Way and/or Construction surveying is required prior to utility relocation.

Payment will be made as follows:

1. Subsidiary to Item 642(1), Construction Surveying, if you are required to provide the surveying as part of the contract an/or
2. Under Item 642(3), Three Person Survey Party, if the construction or Right of Way staking required by the utility is either in advance of your two (2) week work plan, or not required by the contract.

The utility shall give you, through the Engineer, fifteen (15) calendar days advance written notice for required staking.

Provide the Utility Companies fifteen (15) calendar days advance written notice of the relocations described below to begin. The Utility Companies will not be required to work in more than one location at a time, and will be allowed to complete a specific section of work prior to commencing with another section.

Relocation or adjustment of underground utility appurtenances will not normally be performed when the ground is frozen. In addition, the utility companies may prohibit you, through the Engineer, from working near the utility's facilities when the ground is frozen. (4/1/03)R3M98

**105-1.07 COOPERATION BETWEEN CONTRACTORS.** Add the following: The Contractor shall coordinate work with any Contractor within the project limits

The following state owned project will be under construction concurrently with this project:

Glenn Highway, MP 100-109 Caribou Creek; IM-BR-0A1-5(19)/55264

QAP  
240 W. 68<sup>th</sup> Avenue  
Anchorage, AK 99518

Coordinate traffic control, construction, and material hauling operations with the prime contractor of the above project to minimize impact on the traveling public, and to minimize conflicts with the work being performed under the other contract.

(2/1/00)R175M98

**105-1.15 PROJECT COMPLETION.** Delete the last paragraph and substitute the following: When all physical work and cleanup provided for under the contract is found to be complete, except for work specified under Subsection 618-3.04, Maintenance of Seeded Areas; and Subsection 621-3.04, Period of Establishment; Subsection 641-2.01, Storm Water Pollution Prevention Plan (SWPPP) Requirements and Subsection 641-3.01, Construction Requirements, a letter of project completion will be issued by the Engineer. Project completion will relieve you from further maintenance responsibilities, except under Subsections 618-3.04, and 621-3.04, 641-2.01 and 641-3.01, and will stop the count of contract time but will not relieve him of any obligations under the Contract. (02/06/02)R237M98

**105-1.17 CLAIMS FOR ADJUSTMENT AND DISPUTES.** Add the following Any appeal to the superior court under AS 36.30.685 must be filed in the third judicial district. (3/21/01)R93

## SECTION 106

### CONTROL OF MATERIAL

#### Special Provisions

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** Add the following:

**Buy America Provision.** Comply with the requirements of 23 CFR 635.410, Buy America Requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract.

All steel and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of steel and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

"Manufactured in the United States" means that all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must be undertaken in the United States. The definition of "manufacturing process" is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the "Buy America Requirements."

Buy America does not apply to raw materials (iron ore), pig iron, and processed, pelletized and reduced iron ore. It also does not apply to temporary steel items (e.g., temporary sheet piling, temporary bridges, steel scaffolding, and falsework). Further, it does not apply to materials that remain in place at your convenience (e.g., sheet pilings, and forms).

The North American Free Trade Agreement (NAFTA) does not apply to the Buy America requirement. There is a specific exemption within NAFTA (article 1001) for grant programs such as the Federal-aid highway program.

When steel and iron products manufactured in the United States are shipped to a foreign country where non steel or iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this subsection.

Take whatever steps are necessary to ensure that all manufacturing processes for each covered product comply with this provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject you to default and/or debarment. False statements may result in criminal penalties prescribed under Title 18 US Code Section 1001 and 1020. (08/31/99)s 13

**106-1.02 LOCAL MATERIAL SOURCES.** Add the following under Item 2. Inspection and Acceptance.: In compliance with 30CFR46.11, have the Operator of your sand and gravel surface mine (materials source) provide *Site-specific Hazard Awareness Training* for all the Engineer's personnel (non-miners) prior to their beginning any operations in your surface mine. Offer the training at each surface mine that you will be using to supply processed aggregates. A competent person must provide the training in accordance with the Operator's written training plan as approved by the *Mine Safety and Health Administration*, and covering the following items:

- a. Site specific health and safety risks.
- b. Recognition and avoidance of hazards.
- c. Restricted areas.
- d. Warning and evacuation signals.
- e. Other special safety procedures.
- f. Site tour.

Upon completion of this training, the Engineer's personnel will sign a Visitor's Log Book to indicate that training was provided. (05/01/02)R262M98

**106-1.03 TESTING AND ACCEPTANCE.** Add the following:

When the specifications refer to the following test methods, use the corresponding test method shown.

<b>REPLACE TEST METHOD:</b>	<b>WITH TEST METHOD:</b>
ATM 203	Alaska FOP for AASHTO T 267
WAQTC FOP for AASHTO T 89/T 90	WAQTC FOP for AASHTO T 89 WAQTC FOP for AASHTO T 90
WAQTC FOP for AASHTO T 180	WAQTC FOP for AASHTO T 99/T 180 and WAQTC TM 9
WAQTC FOP for AASHTO T 224	Same
ATM 212	ATM T-12
WAQTC FOP for AASHTO T 310	WAQTC TM 7
WAQTC FOP for AASHTO T 27/T 11	Same
WAQTC TM 1	Same
ATM 306	ATM T-9
ATM 313	ATM T-13
WAQTC TM 4	Same
WAQTC FOP for AASHTO T 308	WAQTC FOP for AASHTO TP 53
WAQTC TM 6	Same
WAQTC FOP for AASHTO T 30	Same
WAQTC FOP for AASHTO T 209	Same
WAQTC FOP for AASHTO T 166/T 275	Same
WAQTC TM 8	Same
ATM 412	None
ATM 414	ATM T-14
ATM 417	ATM T-17
WAQTC TM 2	Same
WAQTC FOP for AASHTO T 309	WAQTC TM 10
WAQTC FOP for AASHTO T 119	Same
WAQTC FOP for AASHTO T 121	Same
WAQTC FOP for AASHTO T 152	Same
WAQTC FOP for AASHTO T 23	Same
ATM 520	ATM T-30

(09/04/02)B01

## SECTION 107

### LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

#### Special Provisions

**107-1.02 PERMITS, LICENSES AND TAXES.** Add the following: Obtain a written statement from the State Historic Preservation Officer stating that material disposal, extraction, stockpiling or staging, on any off project site, is not expected to impact any cultural resources. The State Historic Preservation Officer is with the Department of Natural Resources in Anchorage, and may be contacted at (907) 269-8715. If you discover cultural resources during construction activities, stop work at that site and notify the Engineer.

Provide a wetland specialist able to conduct wetlands determinations and delineations in accordance with the Corps of Engineers 1987 Wetland Delineation Manual. The wetland specialist shall conduct the determination and delineations of any site outside the project limits or not previously permitted, impacted by your operations. These delineations will be subject to Corps of Engineers approval.

Provide the Engineer a copy of all permits or clearances received prior to using any site outside the project limits. Additionally, provide the Engineer a written statement that all necessary permits or clearances have been obtained. Also provide a written statement to the Engineer listing agencies or offices contacted which responded that no additional action is required.

Provide all necessary information to comply with the US Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) General Permit for Alaska to discharge storm water from the construction site. Refer to Section 641, Erosion, Sediment and Pollution Control for requirements for this permit.

**107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** Add the following: If you require water for any construction purpose from a non-municipal water source, obtain a Temporary Water Use Permit from the Water Resource Manager, and provide a copy to the Engineer. The Water Resource Manager is with the Department of Natural Resources in Anchorage and may be contacted at (907) 269-8624. (5/29/02)R7M98

**107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS.** Delete this Subsection in its entirety and substitute the following: The Contractor shall indemnify, hold harmless and defend the State of Alaska and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract, however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Department's negligence. This Contract does not create a third party benefit in the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage or any other claim or cause of action.  
(05/06/03)R271USC02

**107-1.16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE.** Add the following after the last paragraph: When construction activities meet any of the following conditions, advise the appropriate owning Utility(s) in writing at least 24 hours in advance of work.

1. Operations anticipated being within 10 feet of an overhead electrical line.
2. Operations anticipated to be within 3 feet of an underground electrical line according to locates provided by the owning Utility.
3. Operations requiring use of equipment that is capable of coming within 10 feet of an overhead electrical line.

The notice shall indicate the location and duration of the work.

Provide an attendant whose sole responsibility is to perform as a safety observer while equipment is operating such that any part is capable of reaching within 15 feet of an overhead line.

Providing a safety observer for overhead electrical facilities, or a cable watch for buried electrical facilities, will be subsidiary to the item(s) of work being performed requiring these services.

(10/23/02)R170USC02

Add the following Subsection:

**107-1.21 FEDERAL AFFIRMATIVE ACTION.** The Federal Equal Employment Opportunity, Disadvantaged Business Enterprise, and On-the-Job Training affirmative action program requirements that are applicable to this Contract are contained in the project Special Provisions and Contract Forms, and may include:

Disadvantaged Business Enterprise (DBE) Program	Section 120
Training Program	Section 645
Federal EEO Bid Conditions	Form 25A-301
EEO-1 Certification	Form 25A-304
DBE Subcontractable Items	Form 25A-324
ADOT&PF Training Program Request	Form 25A-310
Training Utilization Report	Form 25A-311
Contact Report	Form 25A-321A
DBE Utilization Report	Form 25A-325C
Summary of Good Faith Effort Documentation	Form 25A-332A
Required Contract Provisions, Federal-Aid Contracts	Form 25D-55

In addition to the sanctions provided in the above references, non-compliance with these requirements is grounds for withholding of progress payments. (08/13/98)s 80



## SECTION 108

### PROSECUTION AND PROGRESS

#### Special Provisions

**108-1.03 PROSECUTION AND PROGRESS.** Delete the last sentence of the first paragraph and substitute the following: Submit the following at the Preconstruction Conference:

Delete item 1. A progress schedule. and substitute the following:

1. A Critical Path Method (CPM) Schedule is required, in a format acceptable to the Engineer, showing the order in which the work will be carried out and the contemplated dates on which you and the subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. Indicate any anticipated periods of multiple-shift work in the CPM Schedule. If revisions to the proposed CPM Schedule are required, make them promptly. Promptly submit a revised CPM Schedule if there are substantial changes to your schedule, or upon request of the Engineer.

(12/13/02)R261M98

Delete Items 5 of the first paragraph and substitute the following:

5. The submittals identified under Subsection 641-1.03, Submittals. (01/31/02)R160M98

**108-1.06 DETERMINING AND EXTENDING CONTRACT TIME.** Delete the 3<sup>rd</sup> paragraph under item 2 "Suspension and Extension of Contract Time," and substitute the following:

Contract time shall continue through the suspension of work in the following conditions:

- those instances where the Engineer orders suspension of the work for unsafe conditions,
- for failure by the Contractor to carry out contractual provisions, or
- for failure to carry out orders given by the Engineer within the limits of his contractual authority.

In the instance where the Engineer suspends a controlling item of work due to adverse weather conditions for one or more calendar days, the number of days included in the suspension period shall extend the completion date. (3/13/03)R242USC02

## SECTION 109

### MEASUREMENT AND PAYMENT

#### Special Provisions

**109-1.05 COMPENSATION FOR EXTRA WORK.** Delete the first sentence of the second paragraph of sub-item a. of item 3 and substitute the following: The regular hourly rental rate is the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor specified on the adjustment maps for the Alaska - South Region. (10/23/02)R14USC02

**109-1.06 PROGRESS PAYMENTS.** Add the following: Failure to submit schedules in accordance with Subsection 108-1.03, Prosecution and Progress will result in withholding an amount equal to 5 percent of the total amount earned from all subsequent progress payments. The Engineer, upon receipt of current schedules from the Contractor, will release this amount.

Failure to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit for Alaska, as indicated under Section 641, Erosion, Sediment, and Pollution Control, will result in withholding an amount equal to 5 percent of the total amount earned from all subsequent progress payments. This amount will be released by the Engineer upon satisfactory completion of the requirements of the permit.  
(02/04/02)R137A

Add the following Section:

## **SECTION 120**

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

#### *Special Provisions*

**120-1.01 DESCRIPTION.** The work consists of providing Disadvantaged Business Enterprises (DBEs), as defined in Title 49, CFR (Code of Federal Regulations), Part 26, with the opportunity to participate on an equitable basis with other contractors in the performance of contracts financed in whole, or in part, with federal funds. You or the subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts.

**120-1.02 INTERPRETATION.** It is the intent of this section to implement the requirements of 49 CFR, Part 26, and the Department's federally approved DBE Program.

**120-1.03 ESSENTIAL CONTRACT PROVISION.** Failure to comply with the provisions of this section will be considered a material breach of contract, which may result in the termination of this contract or such other remedy as ADOT&PF deems appropriate. The Department also considers failure to comply with this section to be so serious as to justify debarment action as provided in AS 36.30.640(4).

**120-1.04 DEFINITIONS AND TERMS.** The following definitions will apply.

1. Broker. A DBE certified by the Department that arranges for the delivery or provision of creditable materials, supplies, equipment, transportation/hauling, insurance, bonding, etc., within its certified category, that is necessary for the completion of the project. A broker of materials certified in a supply category must be responsible for scheduling the delivery of materials and fully responsible for ensuring that the materials meet specifications before credit will be given.
2. Commercially Useful Function (CUF). The execution of the work of the Contract by a DBE carrying out its responsibilities by actually performing, managing, and supervising the work involved using its own employees and equipment. The DBE shall be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, an evaluation of the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work. Other relevant factors will be considered. The determination of CUF is made by the Engineer after evaluating the way in which the work was performed during the execution of the Contract.
3. Disadvantaged Business Enterprise (DBE). An enterprise which is a for-profit small business concern

- a. that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
  - b. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
  - c. has been certified by the Department in accordance with 49 CFR, Part 26.
4. DBE Key Employee. Permanent employees identified by the DBE owner in its certification file in the Department Civil Rights Office.
5. DBE Utilization Goal. The percent of work to be performed by certified DBEs that is established by the Department and specified in the Contract.
6. Good Faith Efforts. Efforts by the bidder or Contractor to achieve a DBE goal or other requirement of 49 CFR Part 26, by their scope, intensity, and appropriateness to the objective, that can reasonably be expected to fulfill the program requirement.
7. Manufacturer. A DBE certified by the Department in a supply category that changes the shape, form, or composition of original material in some way and then provides that altered material to the project and to the general public or the construction industry at large on a regular basis.
8. Notification. For purposes of soliciting DBE participation on a project and to count toward a contractor's Good Faith Efforts, notification shall be by letter or fax transmission, with a return receipt requested or successful transmission report. Telephonic contact with a DBE may be allowed, however it shall be based on the ability of Civil Rights staff to independently verify this contact.
9. Regular Dealer. A DBE certified by the Department in a supply category that
  - a. maintains an in-house inventory on a regular basis of the particular product provided to this project; and
  - b. keeps an inventory in an amount appropriate for the type of work using that product; and
  - c. offers that inventory for sale to the general public or construction industry at large (private and public sectors), not just supplied as needed on a project by project basis during the construction season, except where the product requires special or heavy equipment for delivery and the DBE possesses and operates this equipment on a regular basis throughout the construction season in order to deliver the product to the general public or construction industry at large. If the distribution equipment is rented or leased, it must be on a repetitive, seasonal basis; and may additionally

- d. fabricate (assembles large components) for use on a construction project, consistent with standard industry practice, for delivery to the project.

**120-2.01 UTILIZATION GOAL.** The DBE Utilization Goal for this contract is shown on Form 25A324 (DBE Subcontractable Items) as a percentage of the total basic bid amount. A DBE may be considered creditable towards meeting the DBE Utilization Goal at time of Contract award, if the DBE is certified by the Department in a category covering the CUF to be performed at the time of listing on Form 25A325C (DBE Utilization Report).

A bidder shall demonstrate the ability to meet the DBE Utilization Goal or perform and document all of the required Good Faith Efforts under Subsection 120-3.02 in order to be eligible for award of this Contract.

If the quantity of work of a bid item involving a DBE firm is reduced by the Department, the DBE Utilization Goal on Form 25A325C will be reduced proportionately.

#### **120-3.01 DETERMINATION OF COMPLIANCE**

1. Phase I - Bid. Each bidder must register with the Civil Rights Office annually in accordance with §§26.11 & 26.53(b)(2)(iv) of 49 CFR, Part 26. No contract may be awarded to a bidder that is not registered.
2. Phase II - Award. The apparent low bidder will provide the following within 15 days of receipt of notice of intent to award:
  - a. **Written DBE Commitment.** Written commitments from DBEs to be used on the project. The written commitment shall contain the following information:
    - 1) A description of the work that each DBE will perform;
    - 2) The dollar amount of participation by the DBE firm;
    - 3) Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
    - 4) Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment.
  - b. **DBE Utilization Report.** Form 25A325C listing the certified DBEs to be used to meet the DBE Utilization Goal.

- c. **Good Faith Effort Documentation.** Summary of Good Faith Effort Documentation (Form 25A332A and attachments) and DBE Contact Reports (Form 25A321A) if you submit less DBE utilization on Form 25A325C than is required to meet the DBE Utilization Goal. If accepted by the Department, this lower DBE utilization becomes the new DBE Utilization Goal. If the bidder cannot demonstrate the ability to meet the DBE Utilization Goal, and can not document the minimum required Good Faith Efforts (as outlined in subsection 120-3.02 below), the Contracting Officer will determine the bidder to be not responsible.

3. Phase III - Construction.

- a. **Designation of DBE/EEO Officer.** At the preconstruction conference, submit, in writing, the designation of a DBE/EEO officer.
- b. **DBE Creditable Work.** The CUF work items and creditable dollar amounts shown for a DBE on the DBE Utilization Report (Form 25A325C) shall be included in any subcontract, purchase order or service agreement with that DBE.
- c. **DBE Replacement.** If a DBE replacement is approved by the Engineer, replace the DBE with another DBE for the same work in order to fulfill its commitment under the DBE Utilization Goal. In the event that you cannot obtain replacement DBE participation, the Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer and the Civil Rights Office, both of the following criteria have been met:
  - 1) You have not committed any discriminatory practice in its exercise of good business judgement to replace a DBE.
  - 2) If you are unable to find replacement DBE participation and has adequately performed and documented the Good Faith Effort expended in accordance with Subsection 120-3.02.
- d. **DBE Utilization Goal.** The DBE Utilization Goal will be adjusted to reflect only that amount of the DBE's work that can not be replaced.

**120-3.02 GOOD FAITH EFFORT**

- 1. **Good Faith Effort Criteria.** The Contracting Officer will use the following criteria to judge if the bidder, who has not met the DBE Utilization Goal, has demonstrated sufficient Good Faith Effort to be eligible for award of the contract.

Failure by the bidder to perform and document all of the following actions constitutes insufficient Good Faith Effort.

- a. Consideration of all subcontractable items. The bidder shall, at a minimum, seek DBE participation for each of the subcontractable items upon which the DBE goal was established as identified by the Department (on Form 25A324) prior to bid opening. It is the bidder's responsibility to make the work listed on the subcontractable items list available to DBE firms, to facilitate DBE participation.
- b. If the bidder can not achieve the DBE Utilization Goal using the list of available DBE firms based on the subcontractable items list, then the bidder may consider other items that could be subcontracted to DBEs.
- c. Notification to all active DBEs listed for a given region in the Department's most current DBE Directory at least 7 calendar days prior to bid opening. The bidder must give the DBEs no less than five days to respond. The bidder may reject DBE quotes received after the deadline. Such a deadline for bid submission by DBEs will be consistently applied. DBEs certified to perform work items identified on Form 25A324 must be contacted to solicit their interest in participating in the execution of work with you. Each contact with a DBE firm will be logged on a Contact Report (Form 25A321A).
- d. Non-competitive DBE quotes may be rejected by the bidder. Allegations of non-competitive DBE quotes must be documented and verifiable. A DBE quote that is more than 10.0% higher than the accepted non-DBE quote will be deemed non-competitive, provided the DBE and non-DBE subcontractor quotes are for the exact same work or service. Bidders must have a non-DBE subcontractor quote for comparison purposes. Such evidence shall be provided in support of the bidder's allegation. Where the bidder rejects a DBE quote as being non-competitive under this condition, the work must be performed by the non-DBE subcontractor and payments received by the non-DBE subcontractor during the execution of the Contract shall be consistent with the non-DBE's accepted quote. This does not preclude increases as a result of Change documents issued by the Department.
- e. Provision of assistance to DBEs who need help in obtaining information about bonding or insurance required by the bidder.
- f. Provision of assistance to DBEs who need help in obtaining information about securing equipment, supplies, materials, or related assistance or services.
- g. Providing prospective DBEs with adequate information about the requirements of the Contract regarding the specific item of work or service sought from the DBE.
- h. Follow-up of initial notifications by contacting DBEs to determine whether or not they will be bidding. Failure to submit a bid by the project bid opening or deadline by the bidder is de facto evidence of the DBE's lack of interest in bidding. Documentation of follow-up contacts shall be logged on the Contact Report (Form 25A321A).

- i. Items c through h will be utilized to evaluate any request from you for a reduction in the DBE Utilization Goal due to the default or decertification of a DBE and your subsequent inability to obtain additional DBE participation.
2. **Administrative Reconsideration.** Under the provisions of 49 CFR. Part 26.53(d), if it is determined that the apparent successful bidder has failed to meet the requirements of this subsection, the bidder must indicate whether they would like an opportunity for administrative reconsideration. Such an opportunity must be exercised by the bidder within 3 calendar days of notification it has failed to meet the requirements of this subsection. As part of this reconsideration, the bidder must provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
    - a. The decision on reconsideration will be made by the DBE Liaison Officer.
    - b. The bidder will have the opportunity to meet in person with the DBE Liaison Officer to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. If a meeting is desired, the bidder must be ready, willing and able to meet with the DBE Liaison Officer within 4 days of notification that it has failed to meet the requirements of this subsection.
    - c. The DBE Liaison Officer will render a written decision on reconsideration and provide notification to the bidder. The written decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
    - d. The result of the reconsideration process is not administratively appealable to US DOT.

### 120-3.03 COMMERCIALLY USEFUL FUNCTION (CUF).

1. **Creditable Work.** Measurement of attainment of the DBE Utilization Goal will be based upon the actual amount of money received by the DBEs for creditable CUF work on this project as determined by the Engineer in accordance with this Section. CUF is limited to that of a:
  - a. regular dealer;
  - b. manufacturer;
  - c. broker;
  - d. subcontractor;
  - e. joint-venture; or
  - f. prime contractor.
2. **Determination of Commercially Useful Function.** In order for the CUF work of the DBE to be credited toward the goal, you will ensure that all of the following requirements are met:
  - a. The CUF performed by a DBE certified in a supply category will be evaluated by the Engineer to determine whether the DBE performed as either a broker, regular dealer, or manufacturer of the product provided to this project.



- b. A DBE trucking firm certified and performing work in a transportation/hauling category is restricted to credit for work performed with its own trucks and personnel certified with the CRO prior to submitting a bid to a contractor for DBE trucking. The DBE trucking firm must demonstrate that it owns all trucks (proof of title and/or registration) to be credited for work and that all operators are employed by the DBE trucking firm. A DBE trucking firm that does not certify its trucks and personnel that it employs on a job will be considered a broker of trucking services and limited to credit for a broker. (This does not effect the CUF of that same firm, when performance includes the hauling of materials for that work.)
- c. The DBE is certified in the appropriate category at the time of
  - 1) the Engineer's approval of the DBE subcontract, consistent with the written DBE commitment; and
  - 2) the issuance of a purchase order or service agreement by you to a DBE performing as either a manufacturer, regular dealer, or broker (with a copy to the Engineer).
- d. You will receive credit for the CUF performed by DBEs as provided in this Section. Contractors are encouraged to contact the Engineer in advance of the execution of the DBE's work or provision of goods or services regarding CUF and potential DBE credit.
- e. The DBE may perform work in categories for which it is not certified, but only work performed in the DBE's certified category meeting the CUF criteria may be credited toward the DBE Utilization Goal.
- f. The work of the DBE firm must meet the following criteria when determining when CUF is being performed by the DBE:
  - 1) The work performed will be necessary and useful work required for the execution of the Contract.
  - 2) The scope of work will be distinct and identifiable with specific contract items of work, bonding, or insurance requirements.
  - 3) The work will be performed, controlled, managed, and supervised by employees normally employed by and under the control of the certified DBE. The work will be performed with the DBE's own equipment. Either the DBE owner or DBE key employee will be at the work site and responsible for the work.

- 4) The manner in which the work is sublet or performed will conform to standard, statewide industry practice within Alaska, as determined by the Department. The work or provision of goods or services will have a market outside of the DBE program (must also be performed by non-DBE firms within the Alaskan construction industry). Otherwise, the work or service will be deemed an unnecessary step in the contracting or purchasing process and no DBE credit will be allowed.

There will be no DBE credit for lower-tier non-DBE subcontract work.

- 5) The cost of the goods and services will be reasonable and competitive with the cost of the goods and services outside the DBE program within Alaska. Materials or supplies needed as a regular course of your operations such as fuel, maintenance, office facilities, portable bathrooms, etc. are not creditable.

The cost of materials actually incorporated into the project by a DBE subcontractor is creditable toward the DBE goal only if the DBE is responsible for ordering and scheduling the delivery of creditable materials and fully responsible for ensuring that the materials meet specifications.

- 6) All subcontract work, with the exception of truck hauling, will be sublet by the same unit of measure as is contained in the Bid Schedule unless prior written approval of the Engineer is obtained.
- 7) The DBE will control all business administration, accounting, billing, and payment transactions. The prime contractor will not perform the business, accounting, billing, and similar functions of the DBE. The Engineer may, in accordance with AS 36.30.420(b), inspect the offices of the DBE and audit the records of the DBE to assure compliance.

- g. On a monthly basis, report on Form 25A336 (Monthly Summary of DBE Participation) to the Department Civil Rights Office the payments made (canceled checks or bank statements that identify payor, payee, and amount of transfer) for the qualifying work, goods and services provided by DBEs.

3. **Decertification of a DBE.** Should a DBE performing a CUF become decertified during the term of the subcontract, purchase order, or service agreement for reasons beyond the control of and without the fault or negligence of you, the work remaining under the subcontract, purchase order, or service agreement may be credited toward the DBE Utilization Goal.

Should the DBE be decertified between the time of Contract award and the time of the Engineer's subcontract approval or issuance of a purchase order or service agreement, the work of the decertified firm will not be credited toward the DBE Utilization Goal. You must still meet the DBE Utilization Goal by either

- a. withdrawing the subcontract, purchase order or service agreement from the decertified DBE and expending Good Faith Effort (Subsection 120-3.02, Items c through h) to replace it with one from a currently certified DBE for that same work or service through subcontractor substitution (Subsection 103-1.01); or
  - b. continuing with the subcontract, purchase order or service agreement with the decertified firm and expending Good Faith Effort to find other work not already subcontracted out to DBEs in an amount to meet the DBE Utilization Goal through either
    - 1) increasing the participation of other DBEs on the project;
    - 2) documenting Good Faith Efforts (Subsection 120-3.02, items c through h); or
    - 3) by a combination of the above.
4. **DBE Rebuttal of a Finding of no CUF.** Consistent with the provisions of 49 CFR, Part 26.55(c)(4)&(5), before the Engineer makes a final finding that no CUF has been performed by a DBE firm the Engineer will coordinate notification of the presumptive finding through the Civil Rights Office to you, who will notify the DBE firm.

The Engineer, in cooperation with the Civil Rights Office, may determine that the firm is performing a CUF if the rebuttal information convincingly demonstrates the type of work involved and normal industry practices establishes a CUF was performed by the DBE. Under no circumstances shall you take any action against the DBE firm until the Engineer has made a final determination. The Engineer's decisions on CUF matters are not administratively appealable to US DOT.

**120-3.04 DEFAULT OF DBE.** In the event that a DBE firm under contract or to whom a purchase order or similar agreement has been issued defaults on their work for whatever reason, immediately notify the Engineer of the default and the circumstances surrounding the default.

Take immediate steps, without any order or direction from the Engineer, to retain the services of other DBEs to perform the defaulted work. In the event that you cannot obtain replacement DBE participation, the Engineer may adjust the DBE Utilization Goal if, in the opinion of the Engineer, the following criteria have been met:

1. You were not at fault or negligent in the default and that the circumstances surrounding the default were beyond the control of you; and
2. You are unable to find replacement DBE participation at the same level of DBE commitment and has adequately performed and documented the Good Faith Effort expended in accordance with items c through h of Subsection 120-3.02 for the defaulted work; or
3. It is too late in the project to provide any real subcontracting opportunities remaining for DBEs.

The DBE Utilization Goal will be adjusted to reflect only that amount of the defaulted DBE's work that can not be replaced.

**120-4.01 METHOD OF MEASUREMENT.** You will be entitled to count toward the DBE Utilization Goal those monies actually paid to certified DBEs for CUF work performed by the DBE as determined by the Engineer. You will receive credit for the utilization of the DBEs, as follows:

1. Credit for the CUF of a DBE prime contractor is 100% of the monies actually paid to the DBE under the contract for creditable work and materials in accordance with 49 CFR 26.55.
2. Credit for the CUF of a subcontractor is 100% of the monies actually paid to the DBE under the subcontract for creditable work and materials. This shall include DBE trucking firms certified as a subcontractor and not a broker. Trucks leased from another DBE firm shall also qualify for credit and conforms to the provisions of 49 CFR 26.55(d).
3. Credit for the CUF of a manufacturer is 100% of the monies paid to the DBE for the creditable materials manufactured.
4. Credit for the CUF of a regular dealer of a creditable material, product, or supply is 60% of its value. The value will be the actual cost paid to the DBE but will not exceed the bid price for the item.
5. Credit for the CUF of a broker performed by a DBE certified in a supply category for providing a creditable material, product or supply is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the cost of the procurement contract for the creditable item.
6. Credit for the CUF of a broker performed by a DBE certified in the transportation/hauling category for arranging for the delivery of a creditable material, product or supply is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the cost of the hauling subcontract.
7. Credit for the CUF of a broker performed by a DBE certified in a bonding or insurance category for arranging for the provision of insurance or bonding is limited to a reasonable brokerage fee. The brokerage fee will not exceed 5% of the premium cost.
8. Credit for the CUF of a joint venture (JV) (either as the prime contractor or as a subcontractor) may not exceed the percent of the DBE's participation in the joint venture agreement, as certified for this project by the Department. The DBE joint venture partner will be responsible for performing all of the work as delineated in the certified JV agreement.

**120-5.01 BASIS OF PAYMENT.** Work under this item is subsidiary to other contract items and no payment will be made for meeting or exceeding the DBE Utilization Goal.

If you fail to utilize the DBEs listed on Form 25A325C as scheduled or fails to submit required documentation to verify proof of payment or documentation requested by the Department to help in the determination of CUF, the Department will consider this to be unsatisfactory work. If you fail to utilize Good Faith Efforts to replace a DBE, regardless of fault (except for Subsection 120-3.04 item 3), the Department will also consider this unsatisfactory work. Unsatisfactory work may result in disqualification of you from future bidding under Subsection 102-1.13 and withholding of progress payments consistent with Subsection 109-1.06. (11/17/00)s 33

## SECTION 202

### REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### Special Provisions

**202-3.05 REMOVAL OF PAVEMENT, SIDEWALKS AND CURBS.** Add the following: Pavement removed may be used for embankment construction if it is not exposed at the completed embankment surface. The maximum allowable dimension of the broken asphalt pieces is 6 inches.

Obtain a solid waste disposal permit from DEC or use a site previously approved by DEC for disposal of removed asphalt if not using it in the embankment. A DEC permitting officer in Anchorage may be contacted at 269-7590.

(03/29/01)R84USC

## SECTION 203

### EXCAVATION AND EMBANKMENT

#### Special Provisions

**203-3.01 GENERAL.** Add the following: Do not perform any excavation along the Sutton pathway between Sta. 30+00 and Sta. 34+00 without a representative from the Alaska Department of Natural Resources, Office of History and Archeology (ADNR-OHA) on site. Contact the Engineer a minimum of ten calendar days prior to commencing excavation work between Sta. 30+00 and Sta. 34+00 of the Sutton pathway to allow him to contact the OHA representative.

**203-3.02 EMBANKMENT CONSTRUCTION.** On page 61, delete the first sentence of the tenth paragraph, and substitute the following: Place roadway embankment of earth materials in horizontal layers not exceeding 8 inches in thickness measured before compaction. Each layer of classified material shall have its joint offset from the joint below, longitudinally by 1 foot and transversely by 10 feet.

Add the following: Where the plans call for placement of selected material and excavation is required, the existing material may be left in place at the Engineer's discretion if tests determine that it will meet the appropriate selected material requirements. Any reduction in excavation or Borrow quantities as a result of this condition shall not constitute a basis for adjustment in contract unit prices except as provided for in Section 104 Scope of Work. (11/05/02)R23USC02

**203-3.04 COMPACTION WITH MOISTURE AND DENSITY CONTROL.** Delete this Subsection in its entirety and substitute the following: Construct embankments with moisture and density control from specified materials placed and compacted at approximately their optimum moisture content. Dry or moisten material as required.

Compact embankment material to not less than 95% of the maximum dry density as determined by WAQTC FOP FOR AASHTO T 99/T 180/WAQTC TM 9, or ATM T-12. The Engineer will determine in-place field densities using WAQTC TM 7 and WAQTC FOP for AASHTO T 224.

The Engineer will determine the maximum dry density of free-draining, non-plastic, cohesionless materials with less than 10% by weight passing the No. 200 sieve using ATM T-12. (For some materials it may be necessary to perform both ATM T-12 and WAQTC FOP for AASHTO T 99/T 180/WAQTC TM 9, in which case the highest maximum dry density is used.) For materials with greater than 80% by weight passing the No. 4 sieve, WAQTC FOP for AASHTO T 99/T 180/WAQTC TM 9, Method A with the plus No. 4 material removed and treated as oversize will be used. WAQTC FOP for AASHTO T 99/T 180/WAQTC TM 9, Method D will be used for materials with greater than 60% by weight passing the ¾ inch sieve with the plus ¾ inch material removed and treated as oversize.

WAQTC FOP for AASHTO T 99/T 180/WAQTC TM 9 will be performed in accordance with Note 7 (the 12 hour stand time may be waived if the sample has not been dried to less than four percentage points below the optimum moisture content) and modified so that the moisture content of each trial is determined from the complete specimen and reported to the nearest 0.1%. Section 13 is modified to include: 13.1.6 Bulk Specific Gravity of the oversize material; 13.1.7 Apparent Specific Gravity of the tested material minus the oversize; and 13.1.8 Zero Air Voids Curve calculated and plotted in accordance with ASTM D 1557, Sections 11.2 and 11.5. (11/05/02)R193USC02

**203-5.01 BASIS OF PAYMENT.** Add the following: The cost of the ADNR-OHA representative(s) is subsidiary to Item 203(3) and no separate payment shall be made.



**SECTION 301**

**AGGREGATE BASE AND SURFACE COURSE**

**Special Provisions**

**301-2.01 MATERIALS.** Add the following after the first sentence: If no gradation type is specified in the bid schedule the base course material gradation shall conform to the requirements for Grading D-1. (11/05/02)R116USC02

Add the following after the first sentence: At your option, recycled asphalt material (RAM) may be substituted for aggregate base course, inch for inch, if the following conditions are met:

1. RAM shall be crushed or processed to 100 percent by weight passing the 1.5 inch sieve and 95-100 percent by weight passing the 1 inch sieve.
2. The gradation of the extracted aggregate shall meet the following:

Sieve	Percent Passing by Weight
1 inch	100
3/4 inch	70-100
3/8 inch	42-90
No. 4	28-78
No. 16	11-54
No. 50	5-34
No. 100	3-22
No. 200	2-12

3. The asphalt content shall be 2.5 - 5.0 percent by weight of the RAM.

**301-3.03 SHAPING AND COMPACTION.** Add the following: If recycled asphalt material is substituted for aggregate base course, the following conditions shall be met:

1. Density acceptance will be based upon a roller pattern. The roller pattern shall be determined by a test strip using a vibratory compactor with a minimum dynamic force of 40,000 pounds. The optimum density will be determined by the Engineer using a nuclear densometer gauge to monitor the test strip. Adequate water shall be added to aid compaction.

2. After the appropriate coverage with the vibratory compactor, a minimum of 6 passes with a pneumatic tire roller shall be completed. Tires shall be inflated to 80 psi ( $\pm$  5 psi), and the roller shall have a minimum operating weight per tire of 3,000 pounds.

**301-5.01 BASIS OF PAYMENT.** Add the following: If recycled asphalt material is substituted for aggregate base course, it will be paid for as Item 301(1), Aggregate Base Course at the unit price shown on the bid schedule for that item. (11/05/02)R176USC02

## SECTION 303

### RECONDITIONING

#### Special Provisions

**303-1.01 DESCRIPTION.** Delete this Subsection in its entirety and substitute the following:  
Recondition the surface of the existing roadbed and shape the shoulders and foreslopes.

This work also consists of all excavation and shaping required to reconstruct superelevations to grade as determined by the Engineer. Additional excavation, beyond the depth shown on the Plans, may be required in order to reduce the superelevation rate to the proposed rate.

**303-3.01 CONSTRUCTION REQUIREMENTS.** Delete the second paragraph and substitute the following: Shape the shoulders as shown on the Plans.

**303-5.01 BASIS OF PAYMENT.** Add the following: Work required to reconstruct superelevations as detailed in Subsection 303-1.01 will not be paid for separately, but shall be subsidiary to item 303(2), Reconditioning.

Selected Material, Type A required to reconstruct superelevations will be paid for as required in Section 203. (11/05/02)R254M98

## SECTION 401

### ASPHALT CONCRETE PAVEMENT

#### Special Provisions

**401-2.01 COMPOSITION OF MIXTURE - JOB MIX DESIGN.** Add the following to the third paragraph on page 84: Tolerances will not be applied to the largest sieve specified.

**401-2.03 ASPHALT CEMENT.** Delete the second paragraph and substitute the following. Each batch of asphalt cement shall be tested for conformance to specifications in Section 702 prior to shipping. Storage tanks used for the batch shall be noted on the test report. Anti-strip additives required by the mix design shall be added to the asphalt cement during load out for delivery to the project. A printed weight ticket of antistrip shall be included with the asphalt cement delivery ticket. The location where antistrip is added may be changed with the approval of the Engineer.

Shipping documents shall include the following:

1. Manufacturers certificate of compliance, Subsection 106-1.05
2. Conformance test results of the batch, Section 702.
3. Manufacturer shall also certify:
  - a. Date and Time of loading
  - b. Batch number and storage tank
  - c. Type, grade, temperature, and quantity of materials loaded
  - d. Type and percent of anti-strip added.

**401-3.13 COMPACTION.** Delete the third paragraph and substitute the following: Acceptance testing for density will be determined by WAQTC FOP for AASHTO T 166/T 275 except that a 6 inch diameter core is required. (Acceptance testing for density of leveling course or temporary pavement will not be required.)

**401-3.14 JOINTS.** Delete the first paragraph and substitute the following: Construct the minimum number of joints to ensure a continuous bond, texture, and smoothness between adjacent sections of the pavement. The minimum specification limit for longitudinal joint density will be 91% of the MSG of the panel completing the joint. Cut one 6 inch diameter core centered on the longitudinal joint at each location the mat is cored for acceptance density testing in the panel completing the joint. Density will be determined in accordance with WAQTC FOP for AASHTO T 166/T 275.

Delete the last paragraph.

**401-3.15 SURFACE TOLERANCE.** Add the following. The Engineer shall measure the surface smoothness in all driving lanes of the project with an inertial profiler before construction begins. The surface profile will be measured in the left wheel path of each lane. No measurements will be taken in turn lanes, lane transitions, or within 25 feet of bridge abutments or project limits. A 0.2 inch blanking band filter will be used in the calculations of the Profilograph results. The Engineer will report an Initial Average Profile Index Value (Initial PrI) that includes all measured lanes, calculated to the nearest 0.1 inch per mile.

The Engineer shall measure the surface smoothness of the top lift of asphalt in all driving lanes with an inertial profiler before final acceptances of the project and after completion of corrective work. The surface profile will be measured by the same method completed above. The Engineer will report a Final Average Profile Index Value (Final PrI) that includes all measured lanes, calculated to the nearest 0.1 inch per mile. Any portion of final pavement surface having a smoothness PrI greater than 15.0 inches / mile in a 0.10 mile segment shall be removed and replaced.

**401-3.16 PATCHING DEFECTIVE AREAS.** Add the following: All costs associated with the patching of defective areas shall be borne by the Contractor.

**401-4.01 METHOD OF MEASUREMENT.** Add the following paragraph to this Subsection: Longitudinal joints. By the linear foot. The distance measured will be in both directions from a longitudinal joint core location to a point equal distant to the next longitudinal joint core.

**401-4.02 ACCEPTANCE SAMPLING AND TESTING.** Delete item 1. Asphalt Cement Content. and replace with the following:

1. Asphalt Cement Content. Samples taken for the determination of asphalt cement content will be taken at the end of the auger, or from behind the screed prior to compaction. Asphalt cement content will be determined in accordance with WAQTC TM 4, or WAQTC FOP for AASHTO TP 53 with the exception that the moisture content will be determined in accordance with WAQTC TM 6.

Delete subitems a. and b. of item 2. Aggregate Gradation. and replace with the following:

- a. Drum Mix Plants. Samples taken for the determination of aggregate gradation from drum mix plants will be from the combined aggregate cold feed conveyor via a sampling device, the stopped conveyor belt, or from asphalt concrete mixture samples taken from the same location as samples for the determination of asphalt cement content. The aggregate gradation for samples from the conveyor system will be determined in accordance with WAQTC FOP for AASHTO T 27/T 11. For asphalt concrete mixture samples, or cores, the gradation will be determined in accordance with WAQTC FOP for AASHTO T 30 from the aggregate remaining after the ignition oven (WAQTC FOP for AASHTO TP 53) has burned off the asphalt cement.

Maintain cold-feed conveyor sampling devices diverting aggregate from the full width of the conveyor system to provide a representative sample of the aggregate incorporated into the asphalt concrete mixture.

- b. Batch Plants. Samples taken for the determination of aggregate gradation from batch plants will be from the same location as samples for the determination of asphalt cement content, or from dry batched aggregates. The dry batched aggregate gradation will be determined in accordance with WAQTC FOP for AASHTO T 27/T 11. For asphalt concrete mixture samples, the gradation will be determined in accordance with WAQTC FOP for AASHTO T 30 from aggregate remaining after the ignition oven (WAQTC FOP for AASHTO TP 53) has burned off the asphalt cement.

Delete item 3. Density. and substitute the following:

3. Density. Within 24 hours of final rolling, neatly cut core samples with a core drill at the randomly selected locations marked by the Engineer. Use a core extractor to prevent damage to the core while removing. Do not cut core samples from bridge decks. One 6 inch diameter core is required for acceptance density testing only. Acceptance density testing will be in accordance with WAQTC FOP for AASHTO T 166/T 275.

Failure to cut core samples for acceptance testing within the specified period will result in a deduction of \$100.00 per sample per day. The accrued amount will be subtracted under Item 401(6), Asphalt Price Adjustment.

Backfill and compact all voids left by sampling with new asphalt concrete mixture within 24 hours of sampling. Failure to backfill voids left by sampling in the specified period will result in a deduction of \$100.00 per hole per day. The accrued amount will be subtracted under Item 401(6), Asphalt Price Adjustment.

**401-4.03 EVALUATION OF MATERIALS FOR ACCEPTANCE.** Add the following: The longitudinal joint density price adjustment will apply when Asphalt Concrete Pavement quantities are equal to or greater than 1,000 tons.

Add the following under item 3.: The tolerances for the largest sieve specified will be plus 0 percent and minus 1 percent.

**401-5.01 BASIS OF PAYMENT.** Add the following to the first paragraph. No payment shall be made for asphalt cement, and asphalt concrete mix made with this cement, if tests of the asphalt cement sampled during production are out of specification.

Add the following: Longitudinal joint densities less than 91 percent of MSG, as defined in Subsection 401-3.14, will be measured in accordance with Subsection 401-4.01 and assessed a price adjustment of \$1.00 per yard. The accrued amount will be subtracted under Item 401(6), Asphalt Price Adjustment.

A separate price adjustment for pavement smoothness as measured in accordance with Subsection 401-3.15 will be calculated in accordance with Table 401-1 and applied under Item 401(6), Asphalt Price Adjustment.

Reduction Factor (R) = (Initial PrI-Final PrI)/ Initial PrI

**TABLE 401-1**

Reduction Factor (R)	Adjustment to Item 401(6), Asphalt Price Adjustment, for Pavement Smoothness
0.61 to 1	Add \$1000 multiplied by $[(R - 0.6) * 100]$
0.5 to 0.6	No Adjustment
0 to 0.49	Deduct \$1000 multiplied by $[(0.5 - R) * 100]$ but not to exceed \$10,000

(4/7/03)R199USC02

## SECTION 603

### CULVERTS AND STORM DRAINS

#### Special Provisions

**603-1.01 DESCRIPTION.** Add the following: This work shall also consist of installing culvert marker posts.

**603-2.01 MATERIALS.** Add the following: Culvert marker posts shall meet the requirements of Subsection 730-2.05 Flexible Delineator Posts. The color shall be blue with no other markings. The 2.5 inch by 6 foot post shall be rectangular in cross-section with reinforcing ribs capable of a minimum bending radius of 9 inches.

Add the following Subsection:

**603-3.06 CULVERT MARKER POSTS.** Culvert marker posts shall be installed on the approach side of storm drain outfalls 30 inches and smaller, field inlets not in paved parking lots, all end sections to cross culverts, or as directed by the Engineer. Forty-two (42) inches of post shall remain above the ground after driving.

**603-4.01 METHOD OF MEASUREMENT.** Add the following: Culvert marker posts will not be measured for payment.

**603-5.01 BASIS OF PAYMENT.** Add the following: Culvert marker posts will not be paid for directly, but will be subsidiary to pipe items. (09/10/02)R42 USC



## SECTION 604

### MANHOLES AND INLETS

#### Special Provisions

**604-3.01 CONSTRUCTION REQUIREMENTS.** Add the following after the third sentence: Any proposed access manhole that falls within a concrete sidewalk or asphalt pathway must have a lid with a rough cobbled grit surface, or be specifically designed to hold a minimum of 1 inch of concrete or asphalt, as applicable.

Under the heading "Reconstruct existing manhole by using one or more of the following methods," add the following:

8. Salvage existing frame and grate, remove and dispose of the existing reducing slab and adjustment rings and install a new cover slab (reducing slab without an access hole). Salvaged frame and grate shall be delivered to the City of Palmer maintenance yard.

Add the following: When installing new pipe in an existing manhole, cleanly cut a hole by approved means at the invert elevation given on the plans and 2 inches larger than the outside diameter of the new pipe. Then, grout joint with non-shrinking cement mortar.

All curb inlet structures shall have a 3 inch formed hole approximately 2 feet below the top of casting on the project centerline side to provide for direct drainage during subgrade construction to avoid embankment saturation. Keep the openings functional. This may require temporary dikes, RMC extensions, etc., as necessary. Fill these holes with grout upon final paving.

Cast standard drainage structure steps during structure pour or install them before concrete hardens.

**604-4.01 METHOD OF MEASUREMENT.** Add the following: Frames, grates and lids will not be measured for payment.

**604-5.01 BASIS OF PAYMENT.** Add the following: Frames, grates and lids are subsidiary to the drainage structure. (11/05/02)R43USC02

## SECTION 608

### SIDEWALKS

#### Special Provisions

**608-1.01 DESCRIPTION.** Add the following: This work also consists of constructing asphalt pathway(s) and median(s) in conformance with the Plans.

**608-2.01 MATERIALS.** Delete paragraph number 2 and substitute the following:

**2. Asphalt Sidewalk and Asphalt Pathway**

Asphalt Cement, PG52-28

Subsection 702-2.01

Aggregate, Type II

Subsection 703-2.04

Mix Design Requirements (ATM T-17)

Marshall Stability, pounds, min.

1,000

Percent Voids, Total Mix

2-5

Compaction, Blows/side

50

(2/1/00)R47USC

**608-3.03 CURB RAMPS.** Delete the second sentence of this Subsection. (06/11/02)R256USC

Add following Subsection:

**608-3.04 ASPHALT PATHWAY.** Construct asphalt pathway in accordance with subsection 608-3.02 Asphalt Sidewalks. (2/1/00)R47USC

**608-4.01 METHOD OF MEASUREMENT.** Delete the Curb Ramp item and substitute the following:

Curb Ramp. By each installation, complete in place, including construction of the ramp runs, flares, composite detectable warning tiles and landings necessary to provide a single street-level access.

(06/11/02)R256USC

Add the following:

Asphalt Pathway. By the ton of asphalt concrete in accordance with Section 109, Measurement and Payment. Asphalt cement will not be measured for payment. (2/1/00)R47USC

**608-5.01 BASIS OF PAYMENT.** Add the following: Backing curb will be subsidiary to Item 608(6), Curb Ramp.

The composite detectable warning tiles are subsidiary to item 608(6) Curb Ramp. (06/11/02)R256USC

Asphalt cement for Asphalt Pathway will not be paid for separately, but will be subsidiary to Item 608(7).

Embankment and bed course materials will be furnished, placed and paid under Sections 203 and 301, respectively. (2/1/00)R47USC

Payment will be made under:

Pay Item	Pay Unit
608(7) Asphalt Pathway	Ton

**SECTION 609**

**CURBING**

**Special Provisions**

**609-3.02 CAST-IN-PLACE CONCRETE CURBING.** Add the following to the sixth paragraph:  
Concrete placed by the extrusion or slip-form process shall have a slump of less than 2 inches.  
(11/06/02)R202USC02

## SECTION 615

### STANDARD SIGNS

#### Special Provisions

**615-2.01 MATERIALS.** Under item 1, delete the first sentence and substitute the following: Unless Shop Drawings have been provided in the Contract, submit shop drawings for all signs that require the use of the Alaska Sign Design Specifications (ASDS), the Department of Transportation and Public Facilities - Sign Face Fabrication Requirements, and the Alaska Traffic Manual, letter width and spacing charts for approval before fabrication.

**615-3.01 CONSTRUCTION REQUIREMENTS.** Delete the sixth sentence of the first paragraph of item 7 and substitute the following:

Deliver sign panels, posts and hardware to the City of Palmer Maintenance Yard located at 1316 South Bonanza Street.

**615-3.02 SIGN PLACEMENT AND INSTALLATION.** Add the following: Do not remove existing signs without authorization from the Engineer.

**615-5.01 BASIS OF PAYMENT.** Delete the first sentence and substitute the following: Sign posts, bases, mounting hardware and concrete used for sign bases are subsidiary.

Add the following: No separate payment for keeping existing signs in service until they are no longer needed, or temporary relocation of existing signs will be made. This work is subsidiary to Item 615(1), Standard Sign.

No separate payment for removal of existing sign post foundations, or work required to abandon them in place will be made, but shall be subsidiary to Item 615(1), Standard Sign.

No separate payment for salvaging activities detailed in Subsection 615-3.01 will be made. This work will be subsidiary to Item 615(1), Standard Sign. (11/06/02)R50USC02

## SECTION 618

### SEEDING

#### Special Provisions

**618-1.01 DESCRIPTION.** Add the following: Topsoil and seed all new or disturbed slopes and any other areas directed by the Engineer. Track the soil and apply seed, mulch, fertilizer and water. Provide a living ground cover on all slopes as soon as possible.

**618-2.01 MATERIALS.** Add the following to the list of material specifications:

Mulch

Subsection 727-2.01

**618-3.01 SOIL PREPARATION.** Add the following: Apply seed as detailed in subsection 618-3.03 immediately after the shaping of the slopes. Cover all slopes to be seeded with topsoil in accordance with Section 620. Prepare slopes for seed by "walking" a dozer transversely up and down the slopes, or by grading with a scarifying slope board, as determined by the Engineer. The resultant indentations shall be perpendicular to the fall of the slope. Complete slope preparation as soon as topsoil is placed on the slopes. Rounding the top and bottom of the slopes is acceptable to facilitate tracking and to create a pleasing appearance, but do not disrupt drainage flow lines.

**618-3.02 SEEDING SEASONS.** Add the following: All seeding shall be performed between May 15 and August 15.

**618-3.03 APPLICATION.** Add the following: Apply seed, mulch and fertilizer as follows per acre. Apply seed and mulch in one application if using the hydraulic method. Apply all fertilizer with the hydraulic method.

Seed Mix	Component	Ingredients	Application Rate (per MSF)
Type A	Seed	Bering Hairgrass (Norcoast) Red Fescue (Arctared) Annual Ryegrass (Lolium)	0.50 lbs. 0.40 lbs. <u>0.10 lbs.</u> Total = 1.00 lbs
	Soil Stabilizer Slope $\leq 3:1$ Slope $>3:1 - 2:1$	Mulch Mulch with tackifier	46 lbs. 45-58 lbs.
	Fertilizer	20-20-10	12.0 lbs.

Do not remove the required tags from the seed bags.

**618-4.01 METHOD OF MEASUREMENT.** Add the following: The amounts of fertilizer, mulch and water for application used in this work, including any required reseeding, are subsidiary to other 618 items.

**618-5.01 BASIS OF PAYMENT.** The work described under subsection 618-3.01 Soil Preparation is subsidiary to seeding.

Water required for the hydraulic method of application is subsidiary to seeding.  
(11/06/02)R52USC

## SECTION 620

### TOPSOIL

#### Special Provisions

**620-2.01 MATERIALS.** Add the following: Provide topsoil of the class specified on the Plans.

**620-4.01 METHOD OF MEASUREMENT.** Add the following: Limestone, if required, will not be measured for payment, but will be subsidiary to Item 620(1) Topsoil. (11/06/02)R53USC02



## SECTION 627

### WATER SYSTEM

#### Special Provisions

**627-3.05 VALVE BOXES.** Add the following as the first paragraph: A pre-inspection and shall be performed with the City of Palmer and the Engineer before beginning construction to determine the condition of the existing valves. The City, at no cost to the project, will correct any deficiencies found. When a date for the pre-inspection has been set provide the City of Palmer a fifteen (15)-calendar day written notice. Contact Rick Koch at the City of Palmer, Department of Public Works at 745-3400 to coordinate the actual field work.

In the first paragraph delete "on the Plans" from the first sentence and substitute the following:" on the detail drawing included as Appendix D."

Delete the second paragraph in its entirety.

Replace the third paragraph with the following: Install valve boxes over the gate valves as shown on the detail drawing included as Appendix "D". Salvage and reuse the existing valve box and cover if determined to be reusable during the pre inspection, if the existing valve box is damaged replacement materials will be furnished by the City of Palmer at no cost. Valve boxes shall be plumb with the lids  $\frac{1}{4}$  inch below final grade.

**627-5.01 BASIS OF PAYMENT.** Delete the fourth paragraph and substitute the following:

Excavation and backfill required to reconstruct valve boxes is subsidiary to Item 627(13) and no separate payment shall be made.

Payment will be made under:

Pay Item	Pay Unit
627(13) Reconstruct Valve Box	Each

Delete this Section in its entirety and substitute the following:

**SECTION 639**

**DRIVEWAYS**

Special Provisions

**639-1.01 DESCRIPTION.** Construct approaches at existing driveways or as directed by the Engineer.

**639-2.01 MATERIALS.** Use materials that conform to the standards for the main roadway.

**639-3.01 CONSTRUCTION.** Construct approaches to the dimensions determined by the Engineer.

**639-4.01 METHOD OF MEASUREMENT.** By the number of approaches constructed as shown on the Plans or as directed by the Engineer. Pavement removal and excavation required beyond the limits of the adjacent mainline will be subsidiary.

**639-5.01 BASIS OF PAYMENT.** At the contract unit price shown in the bid schedule. The contract unit price for approaches shall be full compensation for furnishing equipment and labor necessary to complete the work as specified.

Materials required to construct approaches will be paid for separately under the respective items listed in the bid schedule.

Native material meeting the minimum requirements of Selected Material, Type C will not be paid for directly, but will be considered subsidiary to 639 items. (05/09/02)R58M98

Payment will be made under:

Pay Item	Pay Unit
639(6) Approach	Each

## SECTION 641

### EROSION, SEDIMENT, AND POLLUTION CONTROL

#### Special Provisions

**641-1.02 DEFINITIONS.** Delete items No. 5, 6, and 7.

Replace item 8. with the following:

8. SWPPP (Storm Water Pollution Prevention Plan). The Contractor's plan for erosion and sediment control and storm water management. The SWPPP is developed by the Contractor and describes site-specific controls and management of issues identified for the project. The approved SWPPP replaces the ESCP.

**641-1.03 SUBMITTALS.** Replace the first sentence in the second paragraph with the following: The Department will review the above submittals within 14 working days.

Delete the third and forth paragraph.

#### **641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

**REQUIREMENTS.** Replace the second sentence with the following: Follow the format presented in the *Alaska Storm Water Pollution Prevention Plan Guide*, for projects disturbing 1 acres or less.

Delete the last paragraph.

**641-3.01 CONSTRUCTION REQUIREMENTS.** Replace the first sentence with the following: Do not begin ground-disturbing work until the Contractor receives written approval of the SWPPP and HMCP.

Delete item 1.

Replace the 3rd paragraph with the following: Implement temporary and permanent erosion and sediment control measures identified in the SWPPP, and ensure that the SWPPP remains current.

Delete paragraph 6, items 1 through 3, and paragraph 7.

Delete the 12 paragraph and items 1 and 2.

## SECTION 642

### CONSTRUCTION SURVEYING AND MONUMENTS

#### Special Provisions

**642-3.01 GENERAL.** Add the following after Item 10: Prior to any work on the project, stake and reference the existing centerline. Reference the existing centerline at 100 foot on tangents, and 50 foot intervals on curves. The reference stake shall be a minimum of 1 inch x 2 inch by 2 feet and shall show the offset distance to centerline and the station from the beginning of the project. Stake the Right-of-Way at 100 foot intervals on tangents and 50 foot intervals on curves by placing a lathe with survey flagging 50 feet from the existing centerline on both sides.

Install a reference sign every 500 feet. These reference signs shall meet the following requirements:

1. mounted a minimum of 5 feet above the shoulder,
2. located a minimum of 10 feet from the edge of shoulder,
3. marked with the station from the beginning of the project, in 6 inch high black lettering on an orange background.

Provide a centerline profile that extends 300 feet beyond the Project limits and shows the existing road width every 100 feet. The Engineer may require such adjustments to the planned roadway grades. This shall not be considered extra work. Provide this profile information to the Engineer (electronically in Excel format) immediately upon its completion, along with checked computations on all level loops, but in no case later than 7 calendar days before reconditioning.

#### Add the following items:

11. Measure and document the actual intersection sight distance triangles at all public intersections. List the actual sight distance available up to 600 feet. Note locations with greater than 600 feet of sight distance as "600+". Measure sight distance triangles as shown in Figure 1190-1 of the Highway Preconstruction Manual by setting up an instrument at the driver's eye location. Certify and record the results on standard "letter" sized paper and provide it to the Engineer at least 2 weeks prior to submitting shop drawings for permanent signing. Provide an additional copy to the Regional Traffic Engineer. (03/12/03)R269USC
12. Measure and document all passing sight distance for the posted speed limit on the roadway. Obtain the required passing sight distance value from the Engineer, as listed in Figure 1120-3 of the Highway Preconstruction Manual. Note locations with greater than 2,500 feet of passing sight distance as "2,500+". Certify and record the results on standard "letter" sized paper and provide it to the Engineer at least 2 weeks prior to laying out final pavement markings. Provide an additional copy to the Regional Traffic Engineer. (11/29/02)R61USC

Calculate, check and provide the final excavation quantities to the Engineer for verification.

**642-3.03 MONUMENTS.** Delete the second sentence of the first paragraph and substitute the following: Reference all property markers/corners, monuments or accessories which may be disturbed or buried during construction. Prepare and record Monument Record Forms in the appropriate Recorder's Office prior to disturbing monuments. Monument Record Forms may be obtained from the Engineer. Reestablish monuments in their original position prior to the completion of the Project. Then, prepare and file a Monument Record Form for each reestablished monument. (05/14/03)R269USC

**642-4.01 METHOD OF MEASUREMENT.** Add the following: Clearing required for stake visibility shall not be measured.

**642-5.01 BASIS OF PAYMENT.** Add the following: Clearing required for stake visibility is subsidiary to Item 642(1) and no separate payment shall be made.

Measuring and documenting passing sight distance shall be subsidiary to Item 642(1) and no separate payment shall be made. (11/29/02)R61USC

## SECTION 643

### TRAFFIC MAINTENANCE

#### Special Provisions

**643-1.03 TRAFFIC CONTROL PLAN.** Replace the last paragraph with the following: You may request a waiver of regulation 17 AAC 25 regarding oversize and overweight vehicle movements within this project in writing. If the waiver is approved, all movements of oversize and overweight vehicles in or near traffic within the project limits will be done in accordance with the provisions of an approved Traffic Control Plan. The Traffic Control plan shall specify the traffic control devices required for these operations.

**643-2.01 MATERIALS.** Add the following:

17. Flexible Markers. Refer to Subsection 606-2.01 Materials.

**643-3.01 GENERAL CONSTRUCTION REQUIREMENTS.** Delete the first sentence of the eight paragraph and substitute the following: All items paid under this Section remain your property unless stated otherwise.

Add the following: Whenever construction activity encroaches onto the safe route in a traffic control zone, station a flagger at the encroachment to assist pedestrians and bicyclists past the construction activity.

**643-3.04 TRAFFIC CONTROL DEVICES.** Add the following to 1. Embankments.: Close all trenches and excavations at the end of each continuous work shift.

Add the following to 3. Fixed Objects.: At the end of each continuous work shift remove all obstructions greater than 4 inches above the nominal foreslope grading.

Delete item 6 and replace with the following:

6. Street Sweeping. Keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material using a street sweeper that can collect materials rather than eject them to the shoulder of the road.
7. Power Brooming. Keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material using a power broom that can eject them to the shoulder of the road.

Change items 7 and 8 to 8 and 9 respectively.

Add the following:

10. ET-2000 LET. The price listed in the Traffic Control Rate Schedule will be full compensation for the purchase, installation, maintenance during construction, removal and salvaging the ET-2000 LET unit(s). Deliver the salvaged unit(s) to the nearest DOT&PF Maintenance and Operations' district office, or as directed by the Engineer.

**643-3.05 AUTHORITY OF THE ENGINEER.** Add the following after the second sentence: In no case shall this time exceed 24 hours.

**643-3.06 TRAFFIC PRICE ADJUSTMENT.** Add the following: Traffic Price Adjustment will also apply to unacceptable driving conditions, such as severe bumps, "washboarding," potholes, excessive dust or mud, or dirty or out of place traffic control devices. The Engineer will make the sole determination as to whether the roadway or pedestrian facility is acceptable for full unimpeded use by the public. Failure to maintain an acceptable infrastructure or traffic control plan will result in a price adjustment equal to 100 percent of the applicable rate shown in Table 643-1, for the time that the roadway or pedestrian facility is in an unacceptable condition.

Delete Table 643-1 and substitute the following:

**TABLE 643-1  
ADJUSTMENT RATES**

Published ADT	Dollars/Minute of Delay/Lane
0-4,999	\$10
5,000-9,999	\$30
10,000+	\$40

**643-3.08 CONSTRUCTION SEQUENCING.** Delete the last sentence and substitute the following: Unless otherwise determined by the Engineer and on an approved Traffic Control Plan (TCP), do not restrict traffic during the times listed below.

1. 0600 hours to 0800 hours.

Lane restrictions, if allowed shall be conducted so that no more than a 10 minute accumulated stopped delay, 40 vehicles, or ¼ mile (1,320 feet) of traffic is detained, whichever occurs first, before releasing the detained motorists.

Obtain the local school bus schedule and coordinate work efforts to ensure the school buses are not delayed through the construction zone. This plan shall be submitted, as a TCP, to the Engineer for approval before the implementation of the school bus coordination plan. Make every effort not to delay school buses through the construction work zone.

**643-3.09 INTERIM PAVEMENT MARKINGS.** In the second paragraph, delete the words "or cover them with black removable preformed marking tape."

**643-4.01 METHOD OF MEASUREMENT.** Add the following: No measurement required to provide a 24-hour toll free (1-800-###-####) "hotline road report" telephone with a prerecorded message, and weekly notices with daily updates. All work will be subsidiary to Item 643(1) or 643(2), Traffic Maintenance.

Add the following: Item 643(15), Flagging will not be measured.

**643-5.01 BASIS OF PAYMENT.** Add the following:

The Engineer does not require a change order/directive for Item 643(25) Traffic Control.



### TRAFFIC CONTROL RATE SCHEDULE

Traffic Control Device	Pay Unit	Unit Rate
Construction Signs	Each/Day	\$5.00
Special Construction Sign	Square Foot	\$20.00
Type II Barricade	Each/Day	\$ 3.00
Type III Barricade	Each/Day	\$ 10.00
Traffic Cone or Tubular Marker	Each/Day	\$ 1.00
Drums	Each/Day	\$ 3.00
Sequential Arrow Panel	Each/Day	\$55.00
Portable Concrete Barrier	Each	\$60.00
Temporary Crash Cushion / ET-2000 LET	Each	\$3,000.00
Pilot Car	Hour	\$65.00
Watering	M-Gallon	\$ 20.00
Street Sweeping	Hour	\$150.00
Power Broom	Hour	\$75.00
Plastic Safety Fence	Foot	\$2.50
Portable Changeable Message Board Sign	Calendar Day	\$150.00
Temporary Sidewalk Surfacing	Square Foot	\$1.15
Flexible Markers	Each	\$50.00
Removal of Pavement Markings	Foot	\$1.25
Temporary Guardrail	Foot	\$21.00
Interim Pavement Markings		
Painted Markings	Foot	\$0.30
Removable Preformed Markings	Foot	\$0.65
Temporary Raised Pavement Markings	Foot	\$0.07
Word or Symbol Markings	Each	\$40.00

Payment for Item 643(15), the Engineer will pay Flagging on a contingent sum basis at the rate of \$36.00/hour. The Engineer does not require a change order/directive for the flagging pay item. Flagging associated with Change Order work will be paid at the prices agreed to in the Change Order, or on a time and materials basis in accordance with Subsection 109-1.05. (05/14/03)R222USC02

Delete Item 643(15), Flagging and substitute the following:

Pay Item	Pay Unit
643(15) Flagging	Contingent Sum

**SECTION 646**

## CPM SCHEDULING

### Special Provisions

**646-2.01 SUBMITTAL OF SCHEDULE** Delete this Subsection in its entirety and replace with the following: Submit a detailed initial CPM Schedule at the preconstruction conference for the Engineer's acceptance as set forth below.

The construction schedule for the entire Project shall not exceed the specified contract time. Allow the Engineer 14 days to review the initial CPM Schedule. If revisions are required, make them promptly. The finalized CPM Schedule must be completed and accepted prior to commencement of any work on the Project.

**646-3.01 REQUIREMENTS AND USE OF SCHEDULE** Delete item 2. 60-Day Preliminary Schedule.

Delete the first sentence of item 3. Schedule Updates. and substitute the following: Hold job site progress meetings with the Engineer for the purpose of updating the CPM Schedule. Meet with the Engineer monthly, or as deemed necessary by the Engineer. (12/13/02)R261M98

Add the following Section:                    **SECTION 647**

**EQUIPMENT RENTAL**

**Special Provisions**

**647-1.01 DESCRIPTION.** This item consists of furnishing construction equipment, operated, fueled and maintained, on a rental basis for use in construction of extra or unanticipated work at the direction of the Engineer. Construction equipment is defined as that equipment actually used for performing the items of work specified and shall not include support equipment such as, but not limited to, hand tools, power tools, electric power generators, welders, small air compressors and other shop equipment needed for maintenance of the construction equipment.

The work is to be accomplished under the direction of the Engineer, and your operations shall at all times be in accordance with the Engineer's instructions. These instructions by the Engineer shall be to your supervisory personnel only, not to the operators or laborers. In no case shall these instructions by the Engineer be construed as making the Department liable for your responsibility to prosecute the work in the safest and most expeditious manner.

**647-2.01 EQUIPMENT FURNISHED.** In the performance of this work, furnish, operate, maintain, service, and repair equipment of the numbers, kinds, sizes, and capacities set forth on the Bid Schedule or as directed by the Engineer. The operation of all equipment shall be by skilled, experienced operators familiar with the equipment.

The kinds, sizes, capacities, and other requirements set forth shall be understood to be minimum requirements. The number of pieces of each equipment to be furnished and used shall be as the Engineer considers necessary for economical and expeditious performance of the work. The equipment shall be used only at such times and places as the Engineer may direct.

All equipment shall be in first-class working condition and capable of full output and production. The minimum ratings of various types of equipment shall be as manufactured and based on manufacturer's specifications. Alterations will not be considered acceptable in achieving the minimum rating. Equipment shall be replaced at any time when, in the opinion of the Engineer, their condition is below that normal for efficient output and production.

All equipment shall be fully operated, which shall be understood to include the operators, oilers, tenders, fuel, oil, air hose, lubrication, repairs, maintenance, insurance, and all incidental items and expenses.

**647-2.02 EQUIPMENT OPERATORS AND SUPERVISION PERSONNEL.** Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its capacity. All personnel furnished by you shall be, and shall remain during the work hereunder, employees solely of you.

Furnish, without direct compensation, a job superintendent or Contractor's representative together with such other personnel as are needed for Union, State, or Federal requirements and in servicing, maintaining, repairing and caring for the equipment, tools, supplies, and materials provided by you and involved in the performance of the work. Also, furnish, without direct compensation, such transportation as may be appropriate for the personnel.

**647-3.01 CONSTRUCTION REQUIREMENTS.** The performance of the work shall be in accordance with the instructions of the Engineer, and with recognized standards and efficient methods.

Furnish equipment, tools, labor, and materials in the kinds, number, and at times directed by the Engineer and shall commence, continue, and stop any of the several operations involved in the work only as directed by the Engineer.

Normally, the work is to be done when weather conditions are reasonably favorable, six (6) days per week, Mondays through Saturdays, holidays excepted.

The Engineer will begin recording time for payment each shift when the equipment begins work on the project. The serial number and brief description of each item of equipment listing in the bid schedule and the number of hours, or fractions thereof to the nearest one-quarter hour, during which equipment is actively engaged in construction of the project shall be recorded by the Engineer. Each day's activity will be recorded on a separate sheet or sheets, which shall be verified and signed by your representative at the end of each shift, and a copy will be provided to your representative.

**647-4.01 METHOD OF MEASUREMENT.** The number of hours of equipment operation to be paid for shall be the actual number of hours each fully operated specified unit of equipment, or each fully operated specified combination of units of equipment, is actually engaged in the performance of the specified work on the designated areas in accordance with the instruction of the Engineer. The pay time will not include idle periods, and no payment will be made for time used in oiling, servicing, or repairing of equipment, or in making changeovers of parts to the equipment. Travel time to or from the project, will not be authorized for payment.

**647-5.01 BASIS OF PAYMENT.** Payment for Item 647(2) shall be full compensation for furnishing, operating, maintaining, servicing and repairing the equipment, and for all incidental costs related to the equipment. Furnishing and operating of equipment of heavier type, larger capacity, or higher horsepower than specified will not entitle you to any extra compensation. (11/12/98)R15USC

Payment will be made under:

Pay Item	Pay Unit
647(2) Wide Pad Dozer, 65 HP Minimum	Hour

## SECTION 670

### TRAFFIC MARKINGS

#### Special Provisions

**670-3.01 CONSTRUCTION REQUIREMENTS.** Add the following to item a. under 1. Paint: Apply paint markings within seven (7) days of paving and in accordance with the manufacturer's recommendations.

**670-3.04 PAVEMENT MARK REMOVAL.** Replace the first sentence of the second paragraph with the following: Remove pavement markings to the fullest extent possible by a method that does not materially damage the surface or texture of the pavement. Painting over existing striping does not meet the requirement for removal. Any method utilizing burning with an open flame shall not be used for the removal of pavement markings on the final paving lift.

**670-3.06 TOLERANCES FOR LINE STRIPING.** Replace criteria number two with the following:

2. Width of Stripe. The width shall not vary more than ¼ inch in width in any 50 foot longitudinal run from the Plan quantity.

**SECTION 703**

**AGGREGATES**

**Special Provisions**

**703-2.03 AGGREGATE FOR BASE.** Delete Table 703-2 and substitute the following:

**TABLE 703-2**

**AGGREGATE FOR UNTREATED BASE  
Percent Passing By Weight**

Sieve Designation	Grading C-1	Grading D-1	Grading E-1
1 ½ inch	100		
1 inch	70-100	100	100
¾ inch	60-90	70-100	70-100
⅜ inch	45-75	50-79	50-85
No. 4	30-60	35-58	35-65
No. 8	22-52	20-47	23-50
No. 30	10-33	10-26	13-31
No. 50	6-23	6-19	10-26
No. 200	0-6	0-6	8-15

(02/28/00)R117USC

**SECTION 724**

**SEED**

Special Provisions

**724-2-02. MATERIALS.** Delete Table 724-1 and substitute the following:

**TABLE 724-1**

**SEED REQUIREMENTS**

<b>SPECIES</b>	<b>Sproutable Seed*, %, Min.</b>
Arctared Red Fescue	78
Egan American Sloughgrass	67
Norcoast Bering Hairgrass	71
Nortran Tufted Hairgrass	71
Wainwright Slender Wheatgrass	88
Alyeska Polargrass	71
Bluejoint	71
Tilesy Sagebrush	71
Tundra Glaucous Bluegrass	76
Gruening Alpine Bluegrass	72
Nugget Kentucky Bluegrass	76
Beach Wildrye	70
Annual Ryegrass	76
Perennial Ryegrass	76

\* Sproutable Seed is the mathematical product of Germination and Purity.

(11/06/02)RS2USC



## SECTION 730

### SIGN MATERIALS

#### Special Provisions

#### **730-2.04 SIGN POSTS.**

Add the following:

6. Structural Tubing and W Shape Beams.
  - a. Structural tubing shall conform to either ASTM A500, grade B, or ASTM A501. The tubing shall be square and of the dimensions called for in the Plans with 0.2 inch thick walls. 0.4 inch diameter holes shall be drilled as required to permit mounting of the sign.
  - b. W shape beams shall conform to ASTM A36.
  - c. Structural tubing and W shape beams shall be hot dip galvanized in accordance with 1.b. of this subsection. Damaged and abraded tubes and beams shall be repaired in accordance with 1.c. of this subsection.

(12/04/02)R81USC



**APPENDIX A**  
**EROSION AND SEDIMENT CONTROL PLAN**





## MEMORANDUM

## STATE OF ALASKA

Department of Transportation and Public Facilities  
Statewide Design and Engineering Services Division  
Central Region, Aviation Design

To: Robert A. Campbell, P.E.  
PD&E Supervisor

Date: March 11, 2003

File No.: STP-0001(291)/56544

Thru: Gary Lincoln, P.E. *[Signature]*  
Project Manager

Phone No.: 269-0617

Project: Palmer: Airport Road and  
East Evergreen Street  
Rehabilitation

From: Katherine Lightwood, P.E. *[Signature]*  
Consultant Coordinator

RE: ESCP

### GENERAL.

The Department developed this plan, based on possible construction sequencing, available materials and equipment, and other relevant factors. It contains information regarding the construction site that may be used by the Contractor in developing their SWPPP, as required under Section 641, Erosion, Sediment, and Pollution Control.

#### I. SITE DESCRIPTION.

- A. **Location.** This project is located in the city of Palmer. Approximately 0.9 miles of existing gravel roads including Airport Road between East Evergreen Street and Arctic Ave. and East Evergreen Street between Gulkana Street and the Palmer Municipal Airport are to be paved. These two roads serve the airport area with adjacent industrial/commercial, residential, and agricultural areas.
- B. **Scope of Construction.** The project scope involves paving the existing gravel roads mentioned above. The project will also include replacement of signage and striping of all pavement.
- C. **Sequence of Activities.** The gravel roads will be reconditioned and have a base coarse layer and asphalt added. Any required ditching, culvert replacement, or other drainage improvements will be performed by others as necessary following completion of the project.

D. **Area of Ground Disturbance.** All project work will be performed on the existing embankment. However, the surface will be reconditioned resulting in approximately 3.0 acres of ground disturbance.

E. **Hydrology and Receiving Waters.** Terrain in the project area is generally flat and the erosion potential due to water flow is low. Field inlets feeding a local storm drain system are located at the intersection of East Evergreen Street and Airport Road. This system drains to the south along Airport Road, and eventually discharges into the Matanuska River over a half a mile from the project site.

## II. CONTROLS

### A. Erosion and Sediment Controls

As a precaution, temporary segments of silt fence and straw bales will be placed to filter drainage as needed around culvert inlets and storm drain field inlets.

B. **Storm Water Management.** Provided below is a description of measures that the Contractor shall install during construction to control pollutants in storm water discharges from the project or construction staging areas.

1. Such practices may include storm water detention or retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices).

### C. Other Controls.

1. No solid materials, including building materials, shall be discharged into waters of the U.S.

2. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

D. **Revisions.** The Contractor shall include revisions and/or additions to this document in the Contractor's SWPPP.

## III. MAINTENANCE

The following is a description of procedures that the Contractor will use to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan:

Sediment captured by temporary erosion and sediment control structures will be periodically removed and disposed of in approved upland areas.

# MEMORANDUM

# STATE OF ALASKA

Department of Transportation and Public Facilities

To: Robert Campbell, P.E.  
PD&E Supervisor

Date: April 11, 2003

File No.: NH-0A1-5(21)/56314

Phone No.: 269-0572

From: John Dickenson, P.E.  
Highway Design

Subject: Glenn Highway: King River to  
Region Boundary  
Resurfacing

*INCLUDING  
SUTTON  
PATHWAY*

Erosion and Sediment  
Control Plan (ESCP)

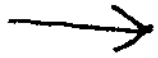
1. **General.** As per the Department's policy, Erosion and Sediment Control Plan information has been incorporated into the plans and specification for the subject project, and should be used by the Contractor in developing the Temporary Erosion and Pollution Control Plan (TEPC) as required under the special provision Section 641, Temporary Erosion and Pollution Control. The Department has developed this plan, based on its knowledge of construction sequencing, available materials and equipment, and other factors relevant to the subject project. Based upon a review of this project the following discussion addresses the ESCP requirements:

2. **Site Description.** This project involves pavement preleveling and paving.

- A. Scope of Construction. The project consists of preleveling with Asphalt Concrete, Type III, Class B in existing ruts to provide a level wearing surface. The preleveled surface will be overlaid with 2" of Asphalt Concrete. The paving work begins at north side of King River (approximately MP 67) and ends MP 92.

Highway spot repairs will be made at selected locations between MPs 97-100 and MP 109-119. Reconstruction areas will consist of rotomilling the existing pavement, mixing that rotomilled pavement in with 8" of existing base course material, compacting and paving with 2" of Asphalt Concrete.

There will be a subsurface drainage spot repair around Milepost 97 that will consists of excavating a 35 foot wide section of the Glenn Highway approximately 3 feet, laying separation geotextile, overlaying with 1.5 feet of porous backfill material, 1.5 feet of Selected Material, Type A, and paving with 4 inches of Asphalt Concrete.



A pathway consisting of 2" of Asphalt Concrete, 2" of Aggregate Base Course, and 12" of Selected Material, Type A will be constructed between Kuoppala Street and Chickaloon Street on the north side of the Glenn Highway in Sutton.

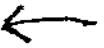
- B. Sequence of Activities. The sequence of activities for the overlay of Glenn Highway begins with preleveling, followed by paving and striping.

The reconditioning will consist of rotomilling the existing pavement, compaction, and paving.

The subsurface drainage spot repair will consists of excavating, placing geotextile, porous backfill, Selected Material Type A, and paving.

The sequence of activities for the pathway construction consists of surveying, excavation and embankment placement, and finally paving.

- C. Area. The total estimated area of ground disturbance is 0.6 acres for the pathway. No work will occur beyond the edges of existing pavement on the overlay portion of the project.



- D. Hydrology. According to the Alaska Highway Hydraulic Manual, the Matanuska Valley area has a 0.6 inch 50 year one hour rainfall (as shown in figure 1-11 on page 1-37). The surrounding terrain along the near the Glenn Highway is hilly. The roadway grades are greater than 5%. From King River to MP 92, the surrounding area is rural. From King River to MP 92, the vegetation is alder and birch trees. Glenn Highway crosses the Chickaloon River and Puritan Creek between the project limits. The coefficient of runoff when using the weighted coefficient of runoff for four watershed features (relief, soil, vegetal cover, and surface storage) as shown in Table 1-6 of the Alaska Highway Hydraulic Manual on page 1-32 for this area calculates to 55%.

Water from the pavement drains towards the ditches, the adjacent wetlands, and numerous creeks and Matanuska River.

3. **Controls.** This section of the plan addresses the erosion and sedimentation controls that the Contractor shall implement for each of the major construction activities described in 2.b. above.

- A. Erosion and Sediment Controls.

**Stabilization Practices.** The overlaid portion of the Glenn Highway will be contained on existing embankment; therefore, existing vegetation will not be disturbed. Best Management Practices (BMP's) as detailed in ADOT&PF's Storm Water Manual will be utilized during construction to minimize siltation and erosion. Stabilization practices may include: preservation of mature vegetation,



and other appropriate measures. The Contractor shall initiate stabilization measures as soon as practicable, but at least within 14 days, on all portions of the site where construction activities have temporarily or permanently ceased. This stabilization will not be required in those areas where snow cover precludes their application.

B. Storm Water Management.

In the event of storm water occurring on the project, the surrounding open vegetated swales and natural depressions shall act as flow attenuators. Storm water runoff will be directed to the existing ditches.

C. Other Controls.

- (1) No solid materials, including building materials, shall be discharged into Waters of the US, except as authorized by a Section 404 permit.
- (2) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

D. Revisions. The contractor shall include revisions and/or additions to this ESCP in the Contractor's TEPC.

4. **Maintenance.** The designer has field reviewed the site and does not anticipate any erosion and sediment control problems. If erosion were to occur the Engineer would be required to direct the Contractor to install additional erosion control measures as deemed appropriate.
5. **Non-Storm Water Discharges.** No adverse impacts are expected outside the project area.

## **List of Erosion Control Features Included in the Project**

### **Special Provisions:**

1. Subsection 107-1.02 provides for off site wetlands determination and permitting.
2. Subsection 107-1.11 Protection and Restoration of Property and Landscape. Standard Provisions prohibit use of wetland disposal sites. The Contractor is prohibited from using any park, recreation area, wildlife or waterfowl refuge, or historical site located inside or outside of the project limits for excess fill disposal, construction staging activities, equipment or material storage, or for any other purpose unless permitted by the contract. In addition the Contractor may not trespass in or around watercourses except for those within the Contract's specified permitted work area.
3. Section 641 Erosion, Sediment, and Pollution Control. This section outlines the plans and documentation the Contractor must submit to the Department. These plans determine the appropriate control of Temporary Erosion and Pollution Control (TEPC) plan and Hazardous Material Containment Plan (HMCP). After the TEPC has been accepted, the Department and the Contractor, as co-permittees, will implement the TECP. The Engineer has the authority to direct additional erosion control measures as deemed appropriate. This section provides for assessment of penalties for the failure of the Contractor to correct identified deficiencies in the TEPC and/or erosion and sedimentation control measures.

**APPENDIX B**  
**CONSTRUCTION SURVEYING REQUIREMENTS**





**Alaska  
Department of  
Transportation  
and  
Public Facilities**

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**Alaska  
Construction  
Surveying  
Requirements  
(US Customary Units)**



# 1. Survey accuracy requirements

## Third order survey

- ✓ Use a 1/5000 horizontal closure.
- ✓ Use an angle closure of  $30\sqrt{N}$  seconds, where N equals the number of angles in the traverse.
- ✓ An Alaska-registered professional land surveyor must perform or supervise replacement of survey monuments (property, USGS, USC&GS, BLM, etc.) or establishment of monuments (including centerline).
- ✓ All monument work must comply with AS 34.65.040 and meet standards in the latest version of the Alaska Society of Professional Land Surveyors' *Standards of Practice Manual*.
- ✓ The allowable vertical error for misclosure is  $e = 0.05\sqrt{M}$  e = maximum misclosure in feet, M = length of the level circuit in miles.

**Table 1—Survey accuracy requirements (in feet)**

	Stationing	HI	Closure	Horizontal Angle	Distance To center line	Grade
Additional cross sections	1.0	0.01	0.04	**	0.1	0.1
Benches		0.01	0.02			
Blue tops***	1.0	0.01	0.04		0.1	0.02
Bridges	*	0.01	0.02			0.01
Centerline	*			*		
Clearing & Grubbing	1.0				1.0	
Culverts	1.0	0.01	0.04	**	0.1	0.1
Curb & gutter	1.0	0.01	0.02		0.1	0.02
Grade stakes	1.0				0.1	0.1
Guardrail	1.0				0.1	
Manholes, catch basins & inlets	1.0	0.01	0.02		0.1	0.02
Monuments	*			*		
Red tops***	1.0	0.01	0.02		0.1	0.05
Riprap	1.0	0.1	0.04		1.0	0.1
Signs	1.0				0.1	
Slope stakes & RP's	1.0	0.01	0.04	**	0.1	0.1
Under drains & sewer	1.0	0.01	0.02		0.1	0.02

\* Third order survey

\*\*Right angle prism or transit angles from center line

\*\*\* Use blue tops for top of base course and red tops for the bottom of base course.

#### 4. Survey point materials requirements

- ✓ These are minimum requirements; larger sizes may be necessary.
- ✓ Use only stakes with planed sides.

**Table 3—Survey point materials requirements**

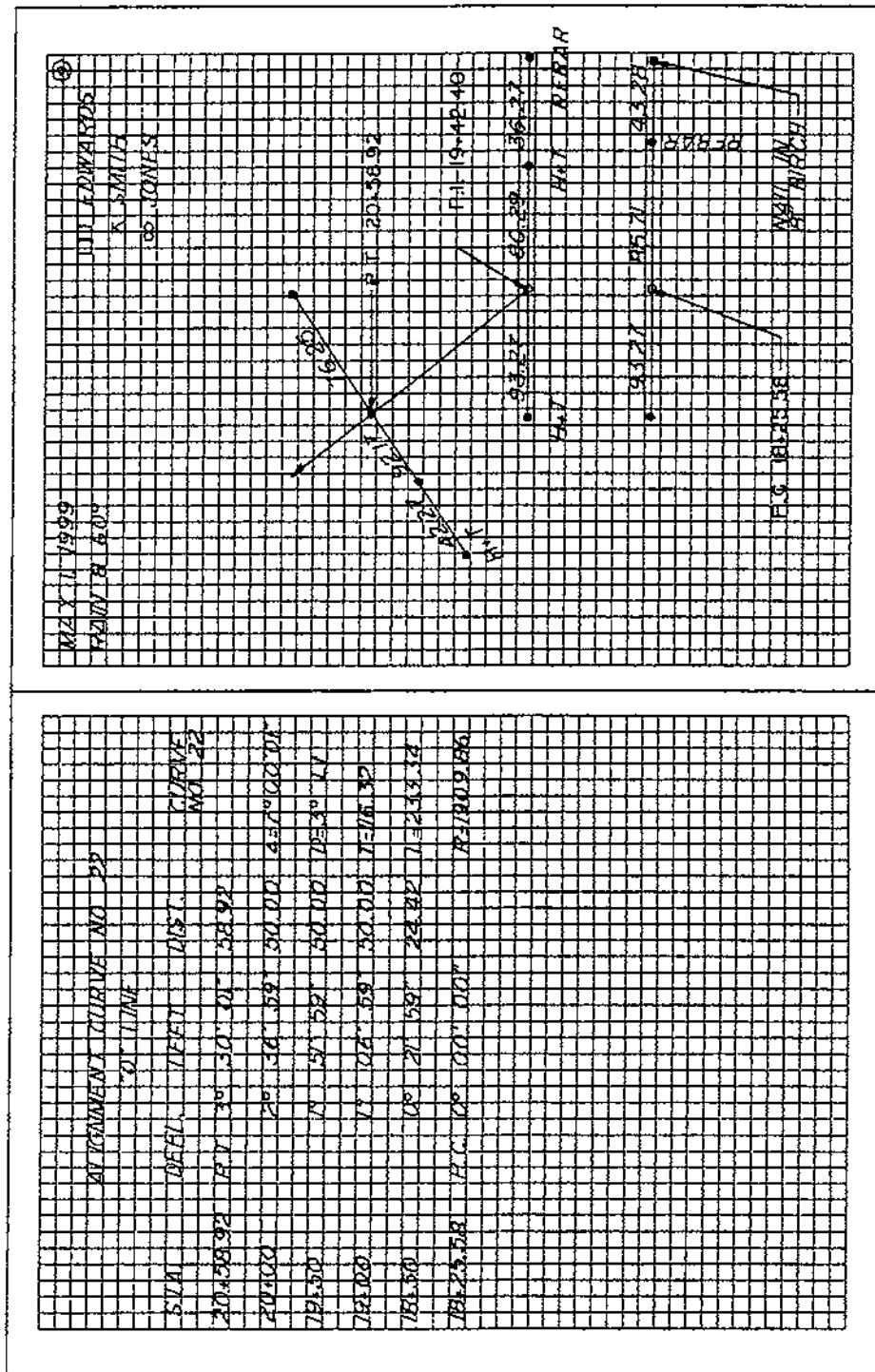
	24" lath or whiskers	2" x 2" x 8" hub	2" x 2" x 12" hub	1" x 2" x 18" stake	1" x 2" x 24" stake	48" lath	Hub and tack	40d nail	60d nail	½" x 24" rebar
Benchmarks									X	
Blue tops	X	X								
Centerline P.C., P.T., P.O.T.			X	X			X *			X *
Centerline reference points			X	X			X *			X *
Centerline station				X				X		
Clearing						X				
Culvert stake			X		X	X				
Culvert stake references			X		X	X				
Curb and gutter			X		X		X			
Guardrail								X		
Major structures			X	X *	X *	X	X *			X *
Red tops	X	X								
Signs						X				
Slope stake					X	X				
Slope stake references			X		X	X				

\* Optional depending on conditions, and to be determined by the Project Engineer.



## 5. Typical alignment notes

- ✓ The Chief of Parties must prepare the alignment book before actual staking.
- ✓ Use three point right angle ties, two to the right and one left, or vice versa.
- ✓ Reference P.C., P.L., P.T., and P.O.T.
- ✓ Don't use swing ties for reference points.



## 6. Typical clearing notes

- ✓ Exclude areas not needing clearing.
- ✓ Draw a diagram as required to show unusual or confusing areas.

[illegible]

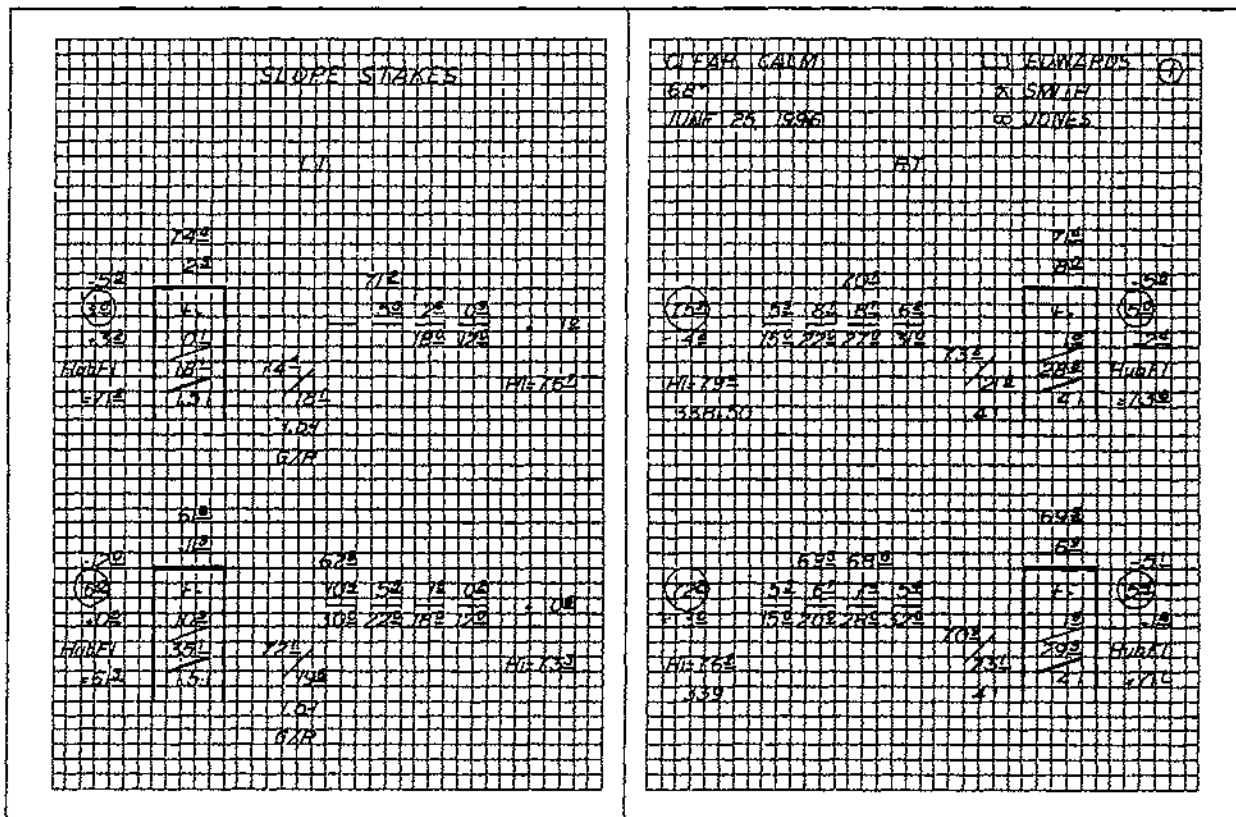
## 7. Typical level notes

- ✓ Balance backsights and foresights.
- ✓ Establish all benchmarks and take the centerline profile before doing any staking involving elevations.
- ✓ Use the turn through method when establishing benchmarks.
- ✓ Re-check benchmarks after each major freeze/thaw cycle and/or any environmental event that may change the benchmark elevation.
- ✓ Run separate level loops between all benchmarks.
- ✓ Set benchmarks in trees of at least six-inch diameter, unless approved by the Project Engineer.
- ✓ Correct errors in benchmark elevations so they will not affect the elevations of succeeding benchmarks.
- ✓ Consult with the Project Engineer before placing benchmarks in areas of permafrost or other unstable ground.
- ✓ Establish benchmarks at intervals and locations consistent with good engineering practice, and generally not more than 1000 feet.
- ✓ Completely describe benchmarks when establishing or re-establishing their elevation. Give centerline stationing, offset, benchmark projection, and observable benchmark characteristics. When checking into or out of benchmarks, note the book and page number that contains the most recent elevation establishment for that benchmark.
- ✓ Write the station on the top twelve inches facing centerline, with numerals a minimum of one inch in height.
- ✓ Don't set benchmarks in utility poles.
- ✓ Don't use side shots on benchmarks.
- ✓ Don't use double rodding.

STA.	BS+	HI	FS-	ELEV.	45° ± CLEAR WARM CALM			× □ EDWARDS + SMITH
					WILD 413579	3-23-90		
TBM #101								
3+372				161.309	Nail in base of 12" Spruce			
					85' 10" LT.	3+372		
	3.877	165.186						
3+300			1.95	163.24				
3+325			2.32	162.87				
3+350			2.96	162.23				
T.P.			3.246	161.940				
	1.103	163.043						
3+375			2.31	160.73				
3+400			2.56	160.48				
T.P.			2.823	160.220				
	2.332	162.552						
					Nail in base of 18" stump			
TBM #102			1.143	161.409	60' 4" RT	3+421	Elev.	161.413

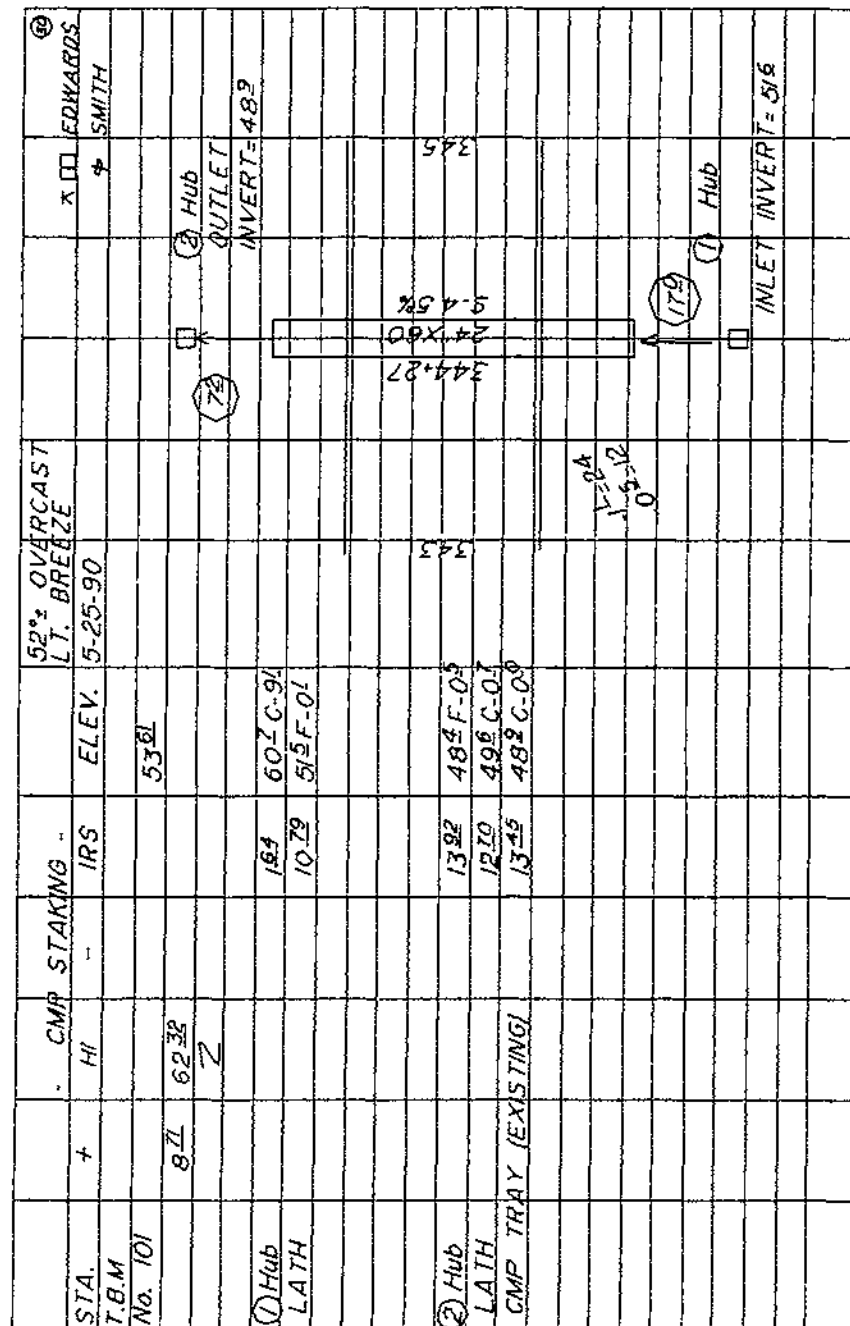
## 8. Typical slope stake notes

- ✓ Enter the station, elevations, shoulder distance or ditch distances, and slope in the slope stake book before staking begins.
- ✓ In areas where slides or overbreak are anticipated, extend the sections beyond the construction limits.
- ✓ Slope-stake each section that is cross-sectioned.
- ✓ Final re-cross sections are required where there are overbreaks, undercuts, etc. Note re-cross section book and page numbers on the original cross-section and slope staking page for the relevant stations.
- ✓ Include at least the following information on the stake: (1) where to begin the cut or fill, (2) the slope ratio, (3) the depth of cut or height of fill, and (4) the station.
- ✓ Use a hand level only for one turn up or down from the instrument.
- ✓ Clearly note hand level turns.
- ✓ Use a reference point that is 10-20 feet beyond the slope stake.
- ✓ The reference point must show the cut or fill to the slope stake and must include the slope stake information.
- ✓ Slope stake all abrupt changes in typical sections.
- ✓ Position all laths to face centerline.

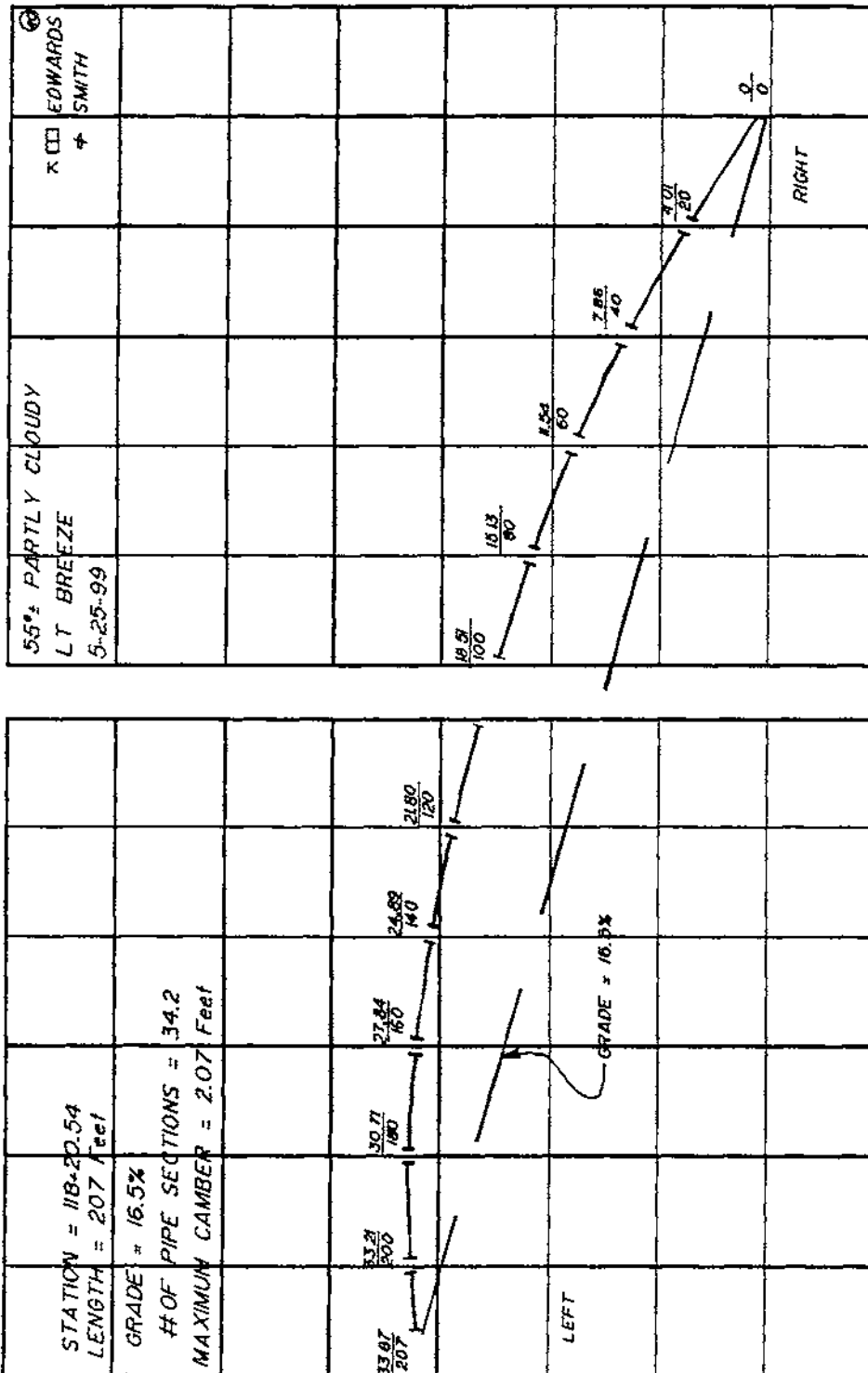


## 9. Typical culvert notes

- ✓ Show at least the following information on culvert stakes:
  - station
  - size
  - length
  - type of pipe (e.g., 24" x 80' CMP)
  - cut or fill from top of hub to inlet & outlet
  - skew angle
  - horizontal distance from hub to end of pipe
  - gradient of pipe
  - drop of pipe
- ✓ Ensure that all culverts have a minimum camber equal to 1% of the length of the pipe, unless the Project Engineer directs otherwise.
- ✓ Develop a culvert camber diagram showing each section of pipe and its elevation and offset.

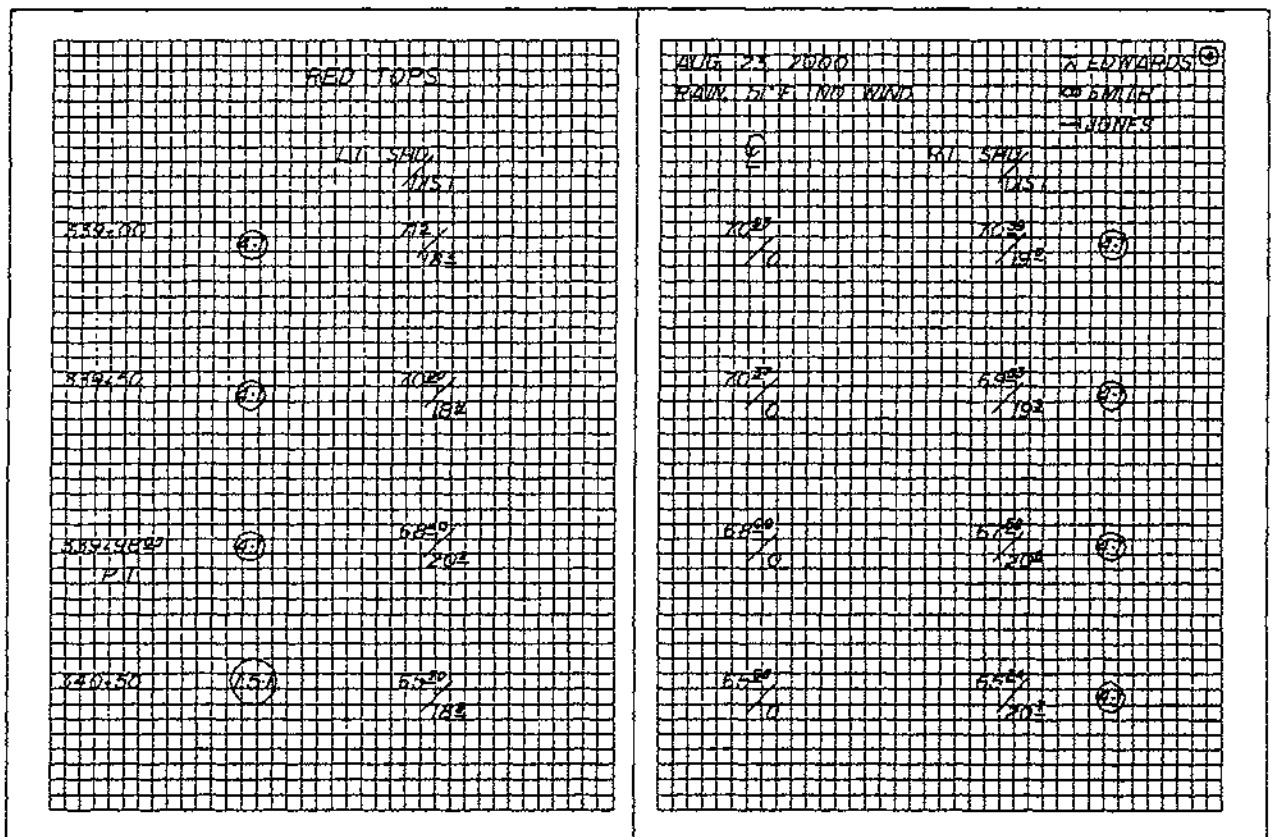


## 10. Typical culvert camber diagram



## 11. Typical blue or red tops and grade stake notes

- ✓ Place blue and red tops at each break in typical section and on centerline.
- ✓ Use blue tops for top of base course.
- ✓ Use red tops for the bottom of the base course.
- ✓ Space red/blue tops evenly at and between crown section break points with a maximum spacing of 25 feet between red/blue tops.
- ✓ Establish horizontal control from centerline references and vertical control from benchmarks.
- ✓ Place blue tops at the same interval as slope stakes.
- ✓ Stake all curve transitions.







# MATERIALS CERTIFICATION LIST

3/27/2003

Specifications	Construction			Design			Statewide		Manufacturer/ Remarks
	Approved Products List	Project Engineer	QA/Materials Engineer	Design Engineer	Bridge Engineer	Traffic Engineer	State Materials Engineer		

Project Name Palmer Airport Road and East Evergreen Street Rehabilitation  
 Project Number STP-0001(291)/58544  
 Project Engineer Signature

## 401 ASPHALT CONCRETE PAVEMENT

Mix Design									
------------	--	--	--	--	--	--	--	--	--

## 603 CULVERTS AND STORM DRAINS

Reinforced Concrete Round Pipe, 300 mm	706-2 02								
Corrugated Polyethylene Culvert Pipe, 300 mm	706-2 07								
Corrugated Steel Pipe, 300 mm	707-2 01								
Corrugated Aluminum Pipe, 300 mm	707-2 03								
Reinforced Concrete Round Pipe, 450 mm	706-2 02								
Corrugated Polyethylene Culvert Pipe, 450 mm	706-2 07								
Corrugated Steel Pipe, 450 mm	707-2 01								
Corrugated Aluminum Pipe, 450 mm	707-2 03								
Culvert Marker Posts	730-2 05								

## 604 MANHOLES & INLETS

Mix Design	501-3 01								
<u>Curing Materials</u>									
Burlap Cloth	711-2 01								
Sheet Material	711-2 01								
Liquid Membrane, Type I	711-2 01								
CLAY OR SHALE BRICK	704-2 01								

3/27/2003

Specifications	Construction			Design			Statewide State Materials Engineer	Manufacturer/ Remarks
	Approved Products List	Project Engineer	QA/Materials Engineer	Design Engineer	Bridge Engineer	Traffic Engineer		
CONCRETE BRICK								
CONCRETE MASONRY BLOCK								
<u>Flexible Watertight Gaskets</u>								
Ring gaskets for Rigid Pipe and Precast Manhole Section								
Ring Gaskets for Flexible Metal Pipe								
Continuous Flat Gaskets for Flexible Metal Pipe								
<u>Reinforcing Steel</u>								
Billet Steel Bars								
Fabricated Steel Bar or Rod Mats								
Welded Steel Wire Fabric								
Cold-Drawn Steel Wire								
Epoxy-coated Reinforcing Bars								
PRECAST CONCRETE UNITS								
FRAMES, GRATES & COVERS								
CORRUGATED METAL UNITS								
<b>608 SIDEWALKS</b>								
Mix Design								
Joint Fillers								
<u>Joint Sealer</u>								
Silicone Joint Sealer								
Hot Pour Joint Sealer								
<u>Curing Materials</u>								
Burlap Cloth								
Sheet Material								
Liquid Membrane, Type I								

3/27/2003

Specifications	Construction			Design			Statewide State Materials Engineer	Manufacturer/ Remarks
	Approved Products List	Project Engineer	QA/Materials Engineer	Design Engineer	Bridge Engineer	Traffic Engineer		

Reinforcing Steel

709-2 01								
709-2 01								
709-2 01								
709-2 01								
709-2 01								

Billet Steel Bars  
Fabricated Steel bar or Rod Mats  
Welded Steel Wire Fabric  
Cold-Drawn Steel Wire  
Epoxy-Coated Reinforcing Bars

609 CURBING

501-3 01								
705-2 01								
705-2 02								
705-2 02								

Mix Design  
Joint Fillers  
Joint Sealer  
Silicone Joint Sealer  
Hot Pour Joint Sealer

Curing Materials

711-2 01								
711-2 01								
711-2 01								

Burlap Cloth  
Sheet Material  
Liquid Membrane, Type I

Reinforcing Steel

709-2 01								
709-2 01								
709-2 01								
709-2 01								
709-2 01								
712-2 04								

Billet Steel Bars  
Fabricated Steel bar or Rod Mats  
Welded Steel Wire Fabric  
Cold-Drawn Steel Wire  
Epoxy-Coated Reinforcing Bars  
Precast Concrete Curb

615 STANDARD SIGNS

501-3 01								
709-2 01								

Mix Design  
Reinforcing Steel  
Billet Steel Bars

3/27/2003

Specifications	Construction			Design			Statewide State Materials Engineer	Manufacturer/ Remarks
	Approved Products List	Project Engineer	QA/Materials Engineer	Design Engineer	Bridge Engineer	Traffic Engineer		
Fabricated Steel bar or Rod Mats								
Welded Steel Wire Fabric								
Cold-Drawn Steel Wire								
Epoxy-Coated Reinforcing Bars								
<u>Sign Posts</u>								
Metal Pipe								
Galvanizing								
Perforated Steel Posts								
Zinc Coating								
Finished Wooden Posts								
Pressure Treatment								
Wide Flange Posts								
Galvanizing								
<u>Flanged Channel Posts</u>								
Aluminum								
Steel								
Galvanizing								
Sheet Aluminum								
High Density Overlay Plywood								
Reflective Sheeting								
Delineator Posts								
Acrylic Prismatic Reflectors								
Slip Base Assembly								
Breakaway Base Assembly								
Fragible Couplings								
<b>618 SEEDING</b>								
Limestone								
Seed								
Fertilizer								

3/27/2003

Specifications	Construction			Design			Statewide	Manufacturer/ Remarks
	Approved Products List	Project Engineer	QA/Materials Engineer	Design Engineer	Bridge Engineer	Traffic Engineer	State Materials Engineer	

**627 WATER SYSTEM**

Valve Boxes

712-2.11									
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**643 TRAFFIC MAINTENANCE**

Traffic Control Devices

Permanent Construction Signs

643-2.01									
643-2.01									

**670 TRAFFIC MARKINGS**

Traffic Paint

Glass Beads

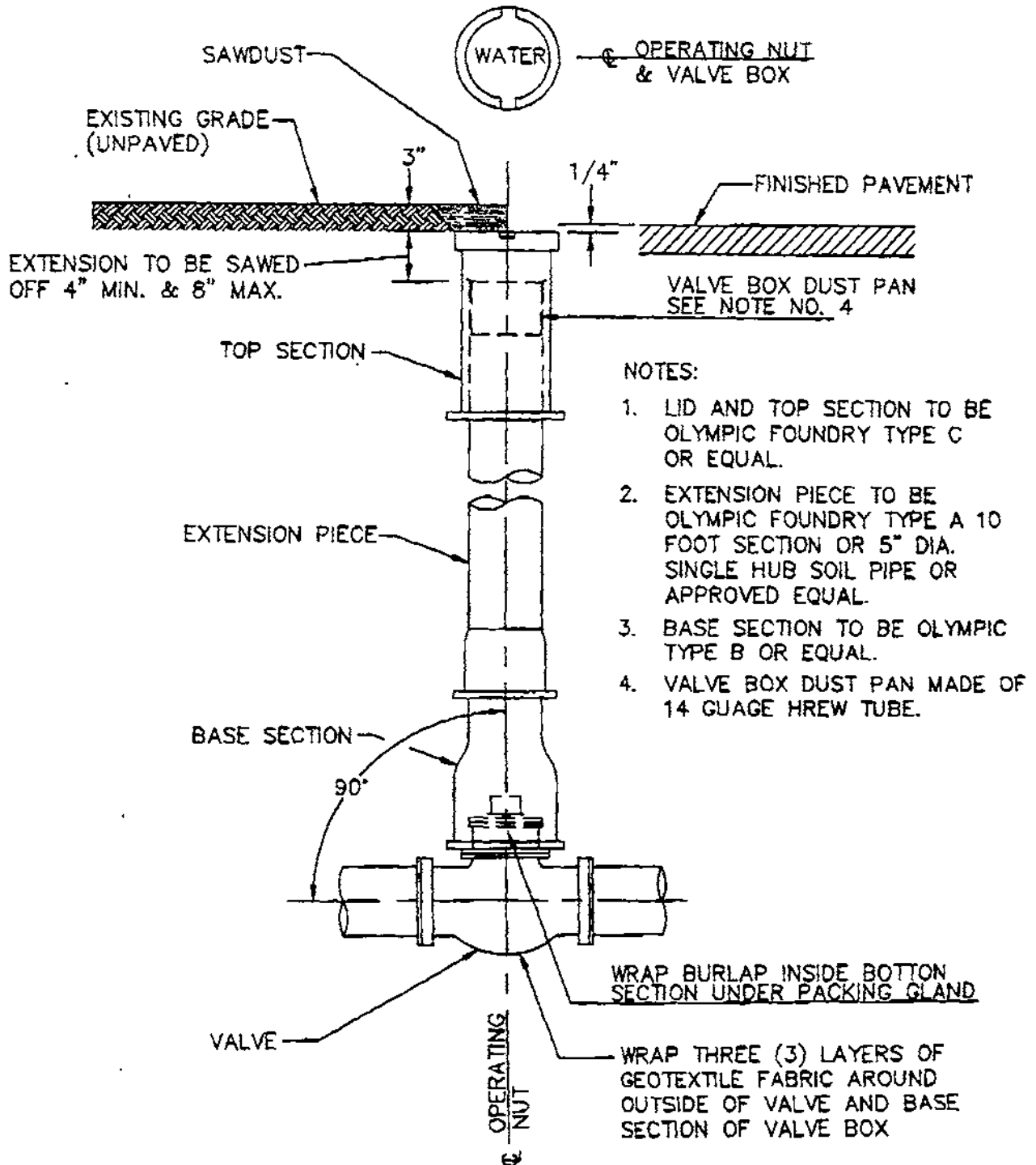
708-2.03									
712-2.08									



**APPENDIX D**  
**UTILITY REQUIREMENTS**







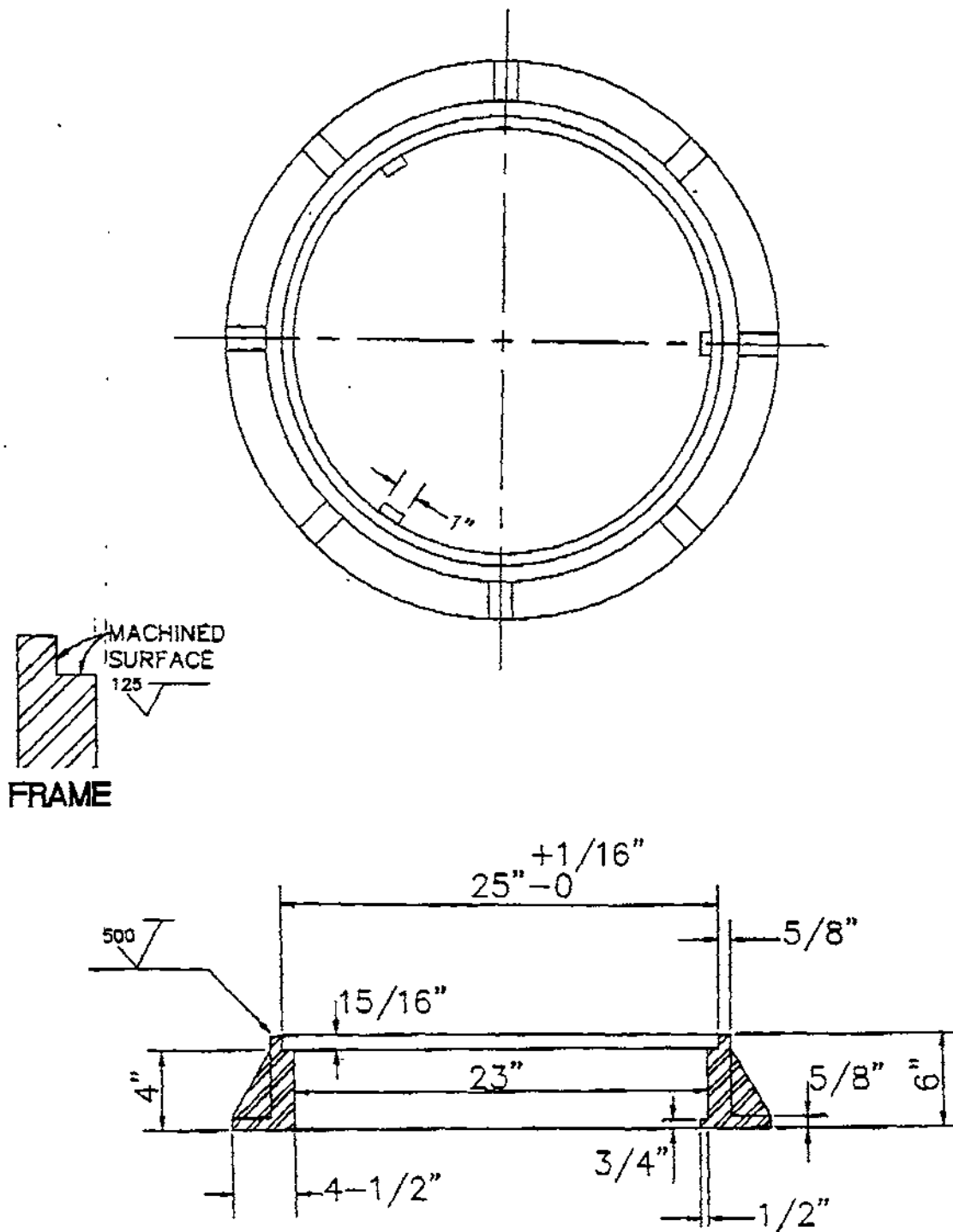
CITY OF PALMER

SCALE:  
NTS  
APPROVED:  
REVISED:  
11/87

## TYPICAL VALVE BOX

SECTION:  
60.03  
DETAIL #  
60-4





CITY OF PALMER

SCALE:  
NTS  
APPROVED:  
REVISED:  
11/87

MANHOLE FRAME

SECTION:  
55.04  
DETAIL #  
55-11





STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**REQUIRED CONTRACT PROVISIONS**  
**for**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

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**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of these Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States, or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION** (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the DOT&PF contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO

and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and

to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below.

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the DOT&PF and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the DOT&PF.

**8. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from DOT&PF personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the DOT&PF and the U.S. DOT.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women,

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the DOT&PF each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

**III. NONSEGREGATED FACILITIES** (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of

material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

**IV. PAYMENT OF PREDETERMINED MINIMUM WAGES** (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

**1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

a. The DOT&PF contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the U.S. Department of Labor, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a



separate account assets for the meeting of obligations under the plan or program.

#### **4. Apprentices and Trainees (Programs of the U. S. DOL) and Helpers:**

##### **a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### **b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined

rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:** The DOT&PF shall, upon its own action or upon written request of an authorized representative of the DOL, withhold or cause to be withheld from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor the full amount of wages

required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the DOT&PF contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible therefor shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:** The DOT&PF shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):** The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during

the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish each week in which any contract work is performed to the DOT&PF resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers described in Section IV, paragraphs 4 and 5 and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402 or the Government Bookstore, 915 Second Avenue, Seattle, WA 98174. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid in full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347

shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this section V available for inspection, copying, or transcription by authorized representatives of the DOT&PF, the U.S. DOT, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the DOT&PF, the U.S. DOT, DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORDS OF MATERIALS, SUPPLIES, AND LABOR (Applicable to highway contracts)**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR Part 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on the Form FHWA-47.

c. Furnish, upon the completion of the contract, to the DOT&PF resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such

specialty items so performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR Part 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of this Section VII is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the DOT&PF contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the DOT&PF contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the DOT&PF is assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract, the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the DOT&PF contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and

health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. Title 18, United States Code, Section 1001, states:

"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both." (June 25, 1948, ch. 645, 62 Stat. 749.)

To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all personnel concerned with the project.

\* \* \* \* \*

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020, reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

"Whoever knowingly makes any false statement, false representation, false report, or false

claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

"Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

"Shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both."

\* \* \* \* \*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, *et seq.*, as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the DOT&PF of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

1. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification, and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participation in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING** (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# **FEDERAL WAGE RATES**





GENERAL DECISION AK020001 04/18/03 AK1  
General Decision Number AK020001

Superseded General Decision No. AK010001

State: Alaska Construction Type: BUILDING, HEAVY County(ies): STATEWIDE

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification No.	Publication Date	Modification No.	Publication Date
0	03/01/2002	13	07/19/2002
1	03/08/2002	14	08/09/2002
2	03/22/2002	15	08/30/2002
3	03/29/2002	16	09/06/2002
4	04/05/2002	17	09/13/2002
5	04/12/2002	18	12/20/2002
6	05/03/2002	19	01/03/2003
7	05/10/2002	20	01/17/2003
8	05/17/2002	21	02/07/2003
9	06/07/2002	22	03/07/2003
10	06/21/2002	23	03/14/2003
11	07/05/2002	24	03/28/2003
12	07/12/2002	25	04/18/2003

\* ASBE0097A 01/01/2003

	Rates	Fringes
ASBESTOS WORKERS/INSULATORS (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems)	27.83	7.12

ASBE0097B 04/01/2002

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	24.30	8.11

BOIL0502A 10/01/2002

	Rates	Fringes
BOILERMAKERS	34.35	13.55

BRAK0001A 07/01/2002

	Rates	Fringes
BRICKLAYERS, BLOCKLAYERS, STONEMASON, MARBLE MASON, TILE SETTER & TERRAZZO WORKER	28.91	11.80
TILE & TERRAZZO FINISHERS	23.48	11.80

CARP1243A 07/01/2002

	Rates	Fringes
NORTH OF THE 63RD PARALLEL		
CARPENTERS/LATHER/DRYWALL APPLICATOR	30.80	11.60
DEWALT OR SIMILAR TYPE SAW OPERATORS; SAW FILERS; NAILING MACHINE OPERATORS; POWER-ACTUATED TOOL OPERATOR; MARLITE AND ACOUSTICAL APPLICATOR FLOOR WORKERS; FIRE OR FLOOD REPAIR WORK	31.37	11.60
MILLWRIGHTS	31.75	11.60

CARP1281A 07/01/2002

	Rates	Fringes
SOUTH OF 63RD PARALLEL		
CARPENTERS & DRYWALLERS	28.10	12.20
ACOUSTICAL APPLICATOR AND LATHERS	28.10	12.20
MILLWRIGHTS	28.80	12.20

CARP2520A 08/01/2002

	Rates	Fringes
DIVERS:		
WORKING	61.94	12.20
STAND-BY	30.97	12.20
TENDER	29.97	12.20
PILEDRIVERS:		
WELDER	28.40	12.20
CARPENTER	27.80	12.20
SHEET PILE STABBER	27.64	12.20
PILEDRIVER; SKIFF OPERATOR AND RIGGER	26.64	12.20

ELEC1547A 11/04/2002

	Rates	Fringes
ELECTRICIANS; TECHNICIANS	31.42	3%+11.35
CABLE SPLICERS	33.17	3%+11.35

ELEC1547B 01/01/2003

	Rates	Fringes
LINEMEN; EQUIPMENT OPERATORS; TECHNICIAN	34.10	3%+14.05
CABLE SPLICER	32.10	3%+14.05
POWDERMAN	35.85	3%+14.05
TREE TRIMMER	22.90	3%+14.05

\* ELEV0019A 01/01/2003

	Rates	Fringes
ELEVATOR MECHANICS	36.105	9.355+a

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. Seven paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day, Thanksgiving Day; Friday after Thanksgiving and Christmas Day

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.71	10.01
GROUP 1A	33.25	10.01
GROUP 2	31.04	10.01
GROUP 3	30.41	10.01
GROUP 4	24.99	10.01

### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Batch Plant Operator: Batch and Mixer over 200 yds.; Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Shovels, Backhoes, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type, (c) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, concrete paving, Laser Screed, sidewalk, curb and gutter machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: Forklifts with power boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps, Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes, draglines, clamshells-over 3 yards, (b) Tower cranes; Loaders over 5 yds.; Motor Patrol Grader (finish: when finishing to final graders and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards

GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Loaders, Elevating Grader, Dumor and similar; Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types  
(b) Forklifts or Lumber Carrier (on construction job site)  
(c) Forklifts with Tower  
(d) Overhead and Front-end, under 2 1/2 yds.

Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Rig oiler/assistant engineer, over 45 ton, over 3 yards or over 150 foot boom; Roller-other than Plantmix; Saws, concrete; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (Advances to Group III if over 45 tons or 3 yards or 150 ft. boom); Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work.

IRON0751A 08/01/2002

	Rates	Fringes
IRONWORKERS:		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY		
MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR	27.50	13.60
GUARDRAIL LAYOUT MAN	24.74	13.35
FENCE, BARRIER AND GUARDRAIL INSTALLERS	24.00	13.35
HELICOPTER, TOWER	28.50	13.60

LABO0341A 09/01/2002

	Rates	Fringes
LABORERS:		
GROUP 1	24.49	11.50
GROUP 2	25.24	11.50
GROUP 3	25.89	11.50
GROUP 3A	27.49	11.50
GROUP 4	16.84	11.50

### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzlemans; Laborers (building); Landscape or Planter; Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk and Utilidor Laborer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzlemans, vibratorman); Environmental Laborer (marine work); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Guardrail Machine Operator; Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Mason Tender and Mud Mixer (sewer work); Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Bit Grinder; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); High Rigger and tree topper; Higher Scaler; Pioneer Drilling and Drilling Off Tugger (all type drills); Powderman; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Grade checker (setting or transferring of grade marks, line and grade); Pipelayers

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES

	Rates	Fringes
GROUP 1	26.94	11.50
GROUP 2	27.76	11.50
GROUP 3	28.48	11.50
GROUP 3A	30.24	11.50

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Laser Instrument Operators; Nozzelman, Pumpcrete or Shotcrete; Pipelayers.

GROUP 3: Miner; Miner; Retimberman

GROUP 3A: Powderman

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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PAIN1140C 09/01/2002

	Rates	Fringes
SOUTH OF THE 63RD PARALLEL PAINTERS		
Brush, Roller, Sign	22.61	10.37
Paper and Vinyl, Swing Stage, Taper/Drywall, Structural Steel	23.01	10.37
Spray-Sand/Blast, Epoxy and Tar Applicator	23.61	10.37
Steeple Jack & Tower	24.61	10.37

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PAIN1140E 09/01/2002

	Rates	Fringes
SOFT FLOOR LAYERS	24.80	7.85

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PAIN1140F 01/01/2003

	Rates	Fringes
SOUTH OF THE 63RD PARALLEL GLAZIERS	26.60	10.00

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\* PAIN1555C 04/01/2003

	Rates	Fringes
NORTH OF THE 63RD PARALLEL PAINTERS:		
BRUSH, BUFFER OPERATOR, FLOOR-COVERER, POT TENDER, ROLL SPRAY, WALLCOVERER	27.00	10.97

HAZARDOUS MATERIAL APPLICATOR, LEAD BASED PAINT ABATEMENT, RADON MITIGATION, SANDBLAST, STRUCTURAL STEEL, TAPING, TEXTURING	27.50	10.97
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PAIN1555E 01/01/2003		
	Rates	Fringes
NORTH OF THE 63RD PARALLEL GLAZIERS	26.62	10.05
<hr/>		
PLAS0867A 02/01/2003		
	Rates	Fringes
NORTH OF THE 63RD PARALLEL: CEMENT MASONS	29.26	9.95
PLASTERERS	30.74	9.95
SOUTH OF THE 63RD PARALLEL CEMENT MASONS	29.01	9.95
PLASTERERS	30.49	9.95
<hr/>		
PLUM0262C 01/01/2003		
	Rates	Fringes
East of the 141st Meridian PLUMBERS; STEAMFITTERS	28.59	10.55
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PLUM0367B 07/01/2002		
	Rates	Fringes
South of the 63rd Parallel PLUMBERS; STEAMFITTERS	30.30	11.15
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PLUM0375A 07/01/2002		
	Rates	Fringes
North of the 63rd Parallel PLUMBERS; STEAMFITTERS	33.51	11.15
<hr/>		
* PLUM0669A 04/01/2003		
	Rates	Fringes
SPRINKLER FITTER	36.60	8.60
<hr/>		
ROOF0190A 09/27/2002		
	Rates	Fringes
NORTH OF THE 63RD PARALLEL: ROOFERS	29.43	10.92
SOUTH OF THE 63RD PARALLEL ROOFERS	27.43	10.92
<hr/>		
SHEE0023A 01/01/2003		
	Rates	Fringes
South of the 63rd Parallel: SHEET METAL WORKERS	30.55	11.24
<hr/>		
* SHEE0023B 04/01/2003		
	Rates	Fringes
North of the 63rd Parallel: SHEET METAL WORKERS	33.39	12.14

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	31.40	9.57
GROUP 1A	32.45	9.57
GROUP 2	30.35	9.57
GROUP 3	29.67	9.57
GROUP 4	29.20	9.57
GROUP 5	28.56	9.57

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards)

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Tireman, heavy duty; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Greaser; Water Wagon (when pulled by Euclid or similar type equipment); Partsman

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Stringing Truck; Fuel Truck; Fuel Handler with truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Wagon, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon, single axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Bus Operators (up to 30 passengers); Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Rigger (warehouse operation); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**



GENERAL DECISION AK020006 02/07/03 AK6  
General Decision Number AK020006

Superseded General Decision No. AK010006

State: Alaska Construction Type: HIGHWAY

County(ies):

ALEUTIAN ISLAND	KOBUK	SEWARD
ANCHORAGE	KODIAK ISLAND	VALDEZ-CORDOVA
BETHEL	KUSKOKWIM	WADE HAMPTON
BRISTOL BAY	MATANUSKA-SUSITNA	WHITTIER
DILLINGHAM	NOME	YUKON-KOYUKUK
FAIRBANKS NORTH	NORTH SLOPE	
KENAI PENINSULA	SE FAIRBANKS	

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002
1	03/22/2002
2	03/29/2002
3	05/03/2002
4	06/07/2002
5	06/21/2002
6	07/05/2002
7	07/12/2002
8	07/19/2002
9	08/09/2002
10	08/30/2002
11	09/06/2002
12	12/20/2002
13	01/03/2003
14	02/07/2003

CARP1243B 07/01/2002

	Rates	Fringes
NORTH OF THE 63RD PARALLEL		
CARPENTERS	30.80	11.60
DEWALT OR SIMILAR TYPE SAW OPERATORS; SAW FILERS; NAIL- ING MACHINE OPERATORS; POWER- ACTUATED TOOL OPERATOR	31.37	11.60

CARP1281C 07/01/2002

	Rates	Fringes
SOUTH OF 63RD PARALLEL		
CARPENTERS	28.10	12.20

CARP2520B 08/01/2002

	Rates	Fringes
PILED RIVERMEN:		
WELDER	28.40	12.20
CARPENTER	27.80	12.20
SHEET PILE STABBER	27.64	12.20
PILED RIVERMAN; SKIFF OPERATOR AND RIGGER	26.64	12.20

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ELEC1547A 11/04/2002

	Rates	Fringes
ELECTRICIANS; TECHNICIANS	31.42	3%+11.35
CABLE SPLICERS	33.17	3%+11.35

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ELEC1547B 01/01/2003

	Rates	Fringes
LINEMEN; EQUIPMENT OPERATORS; TECHNICIAN	34.10	3%+14.05
CABLE SPLICER	32.10	3%+14.05
POWDERMAN	35.85	3%+14.05
TREE TRIMMER	22.90	3%+14.05

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ENG10302L 07/01/2002

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.71	10.01
GROUP 1A	33.25	10.01
GROUP 2	31.04	10.01
GROUP 3	30.41	10.01
GROUP 4	24.99	10.01

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Batch Plant Operator: Batch and Mixer over 200 yds.; Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Shovels, Backhoes, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type, (c) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, concrete paving, Laser Screed, sidewalk, curb and gutter machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: Forklifts with power boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps, Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes, draglines, clamshells-over 3 yards, (b) Tower cranes; Loaders over 5 yds.; Motor Patrol Grader (finish: when finishing to final graders and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards

GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on

steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Loaders, Elevating Grader, Dumor and similar; Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds.

Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Rig oiler/assistant engineer, over 45 ton, over 3 yards or over 150 foot boom; Roller-other than Plantmix; Saws, concrete; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (Advances to Group III if over 45 tons or 3 yards or 150 ft. boom); Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work.

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IRON0751A 08/01/2002		
	Rates	Fringes
IRONWORKERS:		
BRIDGE, STRUCTURAL,		
ORNAMENTAL, REINFORCING		
MACHINERY MOVER, RIGGER,		
SHEETER, STAGE RIGGER,		
BENDER OPERATOR	27.50	13.60
GUARDRAIL LAYOUT MAN	24.74	13.35
FENCE, BARRIER AND		
GUARDRAIL INSTALLERS	24.00	13.35
HELICOPTER, TOWER	28.50	13.60

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	Rates	Fringes
LABORERS:		
GROUP 1	24.49	11.50
GROUP 2	25.24	11.50
GROUP 3	25.89	11.50
GROUP 3A	27.49	11.50
GROUP 4	16.84	11.50

## LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk and Utilidor Laborer; Watchman (construction projects); Window Cleaner

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GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES

GROUP 1	26.94	11.50
GROUP 2	27.76	11.50
GROUP 3	28.48	11.50
GROUP 3A	30.24	11.50

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang;  
Tunnel Track Laborer

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Jackhammers; Laser Instrument Operators; Nozzleman, Pumpcrete or  
Shotcrete; Pipelayers.

GROUP 3: Miner; Retimberman

GROUP 3A: Powderman

Tunnel shaft and raise rates only apply to workers regularly  
employed inside a tunnel portal or shaft collar.

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\* PLAS0867E 02/01/2003

	Rates	Fringes
NORTH OF THE 63RD PARALLEL:		
CEMENT MASONS	29.26	9.95
SOUTH OF THE 63RD PARALLEL		
CEMENT MASONS	29.01	9.95

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TEAM0959A 09/01/2002

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	31.40	9.57
GROUP 1A	32.45	9.57
GROUP 2	30.35	9.57
GROUP 3	29.67	9.57
GROUP 4	29.20	9.57
GROUP 5	28.56	9.57

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including  
rockbuggy and trucks with pups) over 40 yards up to and including  
60 yards; Deltas, Commanders, Rollogans and similar equipment  
when pulling sleds, trailers or similar equipment; Boat Coxswain;  
Lowboys including attached trailers and jeeps, up to and  
including 12 axles; Ready-mix over 12 yards up to and including 15 yards)

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with  
pups) over 60 yards up to and including 100 yards

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas,  
Commanders, Rollogans, and similar equipment; Mechanics; Tireman,  
heavy duty; Dump Trucks (including Rockbuggy and Trucks with  
pups) over 20 yards up to and including 40 yards; Lowboys  
including attached trailers and jeeps up to and including 8  
axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix  
over 7 yards up to and including 12 yards

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Greaser; Water Wagon (when pulled by Euclid or similar type equipment); Partsman

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Stringing Truck; Fuel Truck; Fuel Handler with truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Wagon, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon, single axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Bus Operators (up to 30 passengers); Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Rigger (warehouse operation); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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END OF GENERAL DECISION

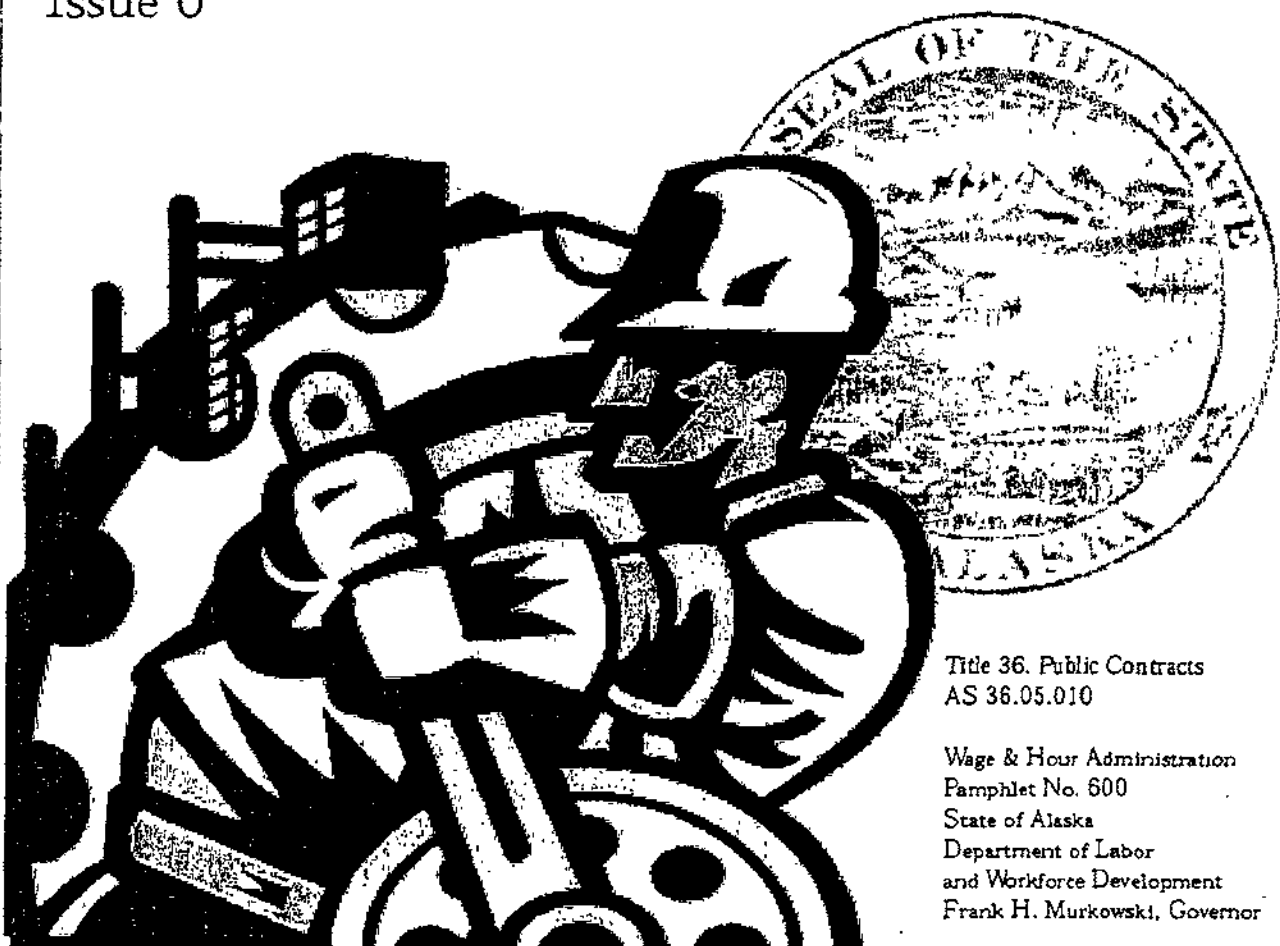




# Laborers' and Mechanics' Minimum Rates of Pay

Effective April 1, 2003

Issue 6



Title 36. Public Contracts  
AS 36.05.010

Wage & Hour Administration  
Pamphlet No. 600  
State of Alaska  
Department of Labor  
and Workforce Development  
Frank H. Murkowski, Governor



April 1, 2003

## **ALL CONTRACTING AGENCIES**

Attached is a copy of the prevailing wage rates that become effective April 1, 2003.

All projects with a final bid date of April 11, 2003, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract for up to two years. 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.

Currently, new wage rates are issued twice a year by the Department of Labor and Workforce Development, in April and September.

The term "original" contract as used herein means the signed contract that resulted from the original bid and any amendments, including change of work scope, additions, extensions, change orders, etc., agreed to by the parties who 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 the pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour Administration or visit the Internet site at <http://www.labor.state.ak.us/lss/forms/pamp600.htm>.

For questions regarding prevailing wage regulations please contact the Wage and Hour Administration at PO Box 107021, Anchorage, AK 99510-7021, 907-269-4900, or [Anchorage\\_LSS-WH@labor.state.ak.us](mailto:Anchorage_LSS-WH@labor.state.ak.us).

Greg O'Claray  
Commissioner



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## EXCERPTS FROM ALASKA LAW

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

A contractor or subcontractor who performs work on public construction in the state, as defined by AS 36.95.010, 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 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 each week, file with the Department of Labor a sworn affidavit for the previous week, 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 that the Department of Labor requires.

### 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 exceeding \$2,000 to which the state or a political subdivision of the state is a party that requires or involves the employment of mechanics, laborers, or field surveyors shall 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 contract for public works in the state or a political subdivision shall 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 contract and the local fiscal officer in the case of a political subdivision 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.

## **ADDITIONAL INFORMATION**

### **APPRENTICE RATES**

Apprentice rates at less than the above minimum prevailing rates may be paid apprentices according to an apprentice program which has been registered and approved by the Commissioner of Labor and Workforce Development in writing, or according to a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. 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 which has been accepted by the Department, 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 made at least quarterly. 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 quarterly. Contractors who pay fringe benefits to a plan must insure the plan is one approved by the Internal Revenue Service and accepted by the Alaska Department of Labor and Workforce Development in order for payments to be credited toward the prevailing wage obligation. Health and Welfare plans also must be accepted by the Alaska Department of Labor and Workforce Development prior to being applied to the prevailing wage obligation.

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

Special prevailing wage rate determinations may be requested for special projects or 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 special wage rate determination filed under this section must contain:

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

Requests made pursuant to the above will be addressed to:

Director  
Alaska Department of Labor and Workforce Development  
Labor Standards and Safety Division  
Wage and Hour Administration  
P.O. Box 107021  
Anchorage, Alaska 99510-7021

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

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

Wage and Hour Administration  
P.O. Box 107021  
Anchorage, Alaska 99510-7021

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

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

For information on any of the following **SEMINARS**:

- ☐ Electrical                      ☐ Plumbing                      ☐ Boiler

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

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

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

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

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

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

## ALASKA HIRE EMPLOYMENT PREFERENCE

AS 36.10. By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the entire State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that qualified Alaska residents who are eligible under AS 36.10.140 be given employment preference. This hiring preference applies on a project-by-project, craft-by-craft or occupational basis, and must be met each workweek. 8 AAC 30.081 (e) and (f) contains a waiver provision for employers having difficulty fulfilling the preference requirement. Waiver forms are available at regional Wage and Hour Administration offices.

The following classifications qualify for a minimum of 90 percent Alaska resident hire preference:

Boilermakers	Equipment Operators	Plumbers and Pipefitters
Bricklayers	Insulation Workers	Roofers
Carpenters	Laborers	Sheet Metal Workers
Cement Masons	Mechanics	Truck Drivers
Electricians	Painters	Welders

This determination became effective July 1, 2001 and remains in effect until June 30, 2003.

Please be advised that most public contracts are covered. Funding sources are unique for every project. The inclusion of federal funds does not necessarily remove a project from jurisdiction. If there is any uncertainty about whether or not the law applies to a particular project, the Department requests that you contact the regional office nearest you for a determination.

## 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 (3) years from the date of debarment.

<u>Company Name</u>	<u>Date of Debarment</u>	<u>Debarment Expires</u>
Alaska Electric Company	07/22/01	07/22/04
Kenneth Aparicio	09/10/01	09/09/04

Labor Standards & Safety Division Alaska Department of Labor & Workforce Development 3301 Eagle Street, Suite 301 P.O. Box 107021 Anchorage, Alaska 99510-7021 Phone: (907) 269-4900	Labor Standards & Safety Division Alaska Department of Labor & Workforce Development 1111 West Eighth Street P.O. Box 20630 Juneau, Alaska 99802-0630 Phone: (907) 465-4842	Labor Standards & Safety Division Alaska Department of Labor & Workforce Development Regional State Office Building 675 - 7 <sup>th</sup> Avenue Station J-1 Fairbanks, Alaska 99701 Phone: (907) 451-2886
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# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Boilermakers</b>							
						VAC	
A0101	Boilermaker (Journeyman)	34.00	4.65	7.50	0.64	1.60	48.39
<b>Bricklayers &amp; Blocklayers</b>							
						L&M	
A0201	Blocklayer	28.91	4.15	7.25	0.40	0.05	40.76
	Bricklayer						
	Marble or Stone Mason						
	Refractory Worker						
	Terrazzo Worker						
	Tile Setter						
						L&M	
A0202	Tuck Pointer Caulker	27.41	4.15	7.25	0.40	0.05	39.26
	Cleaner (PCC)						
						L&M	
A0203	Marble & Tile Finisher	23.48	4.15	7.25	0.40	0.05	35.33
	Terrazzo Finisher						
						L&M	
A0204	Torginal Applicator	26.82	4.15	7.25	0.40	0.05	38.67
<b>Carpenters, Region I (North of N63 Latitude)</b>							
						L&M	
N0301	Carpenter (Journeyman)	30.80	4.00	7.00	0.60	0.05	42.45
	Drywall Applicator or Lather						
						L&M	
N0303	Millwright (Journeyman)	31.75	4.00	7.00	0.60	0.05	43.40
						L&M	
N0304	Fire or Flood Repair Work	31.37	4.00	7.00	0.60	0.05	43.02
						L&M	
N0305	Millwright Welder	32.31	4.00	7.00	0.60	0.05	43.96
<b>Carpenters, Region II (South of N63 Latitude)</b>							
						L&M SAF	
S0301	Carpenter (Journeyman)	28.10	4.15	7.40	0.60	0.05 0.05	40.35
						L&M SAF	
S0302	Lather/Acoustical	28.10	4.15	7.40	0.60	0.05 0.05	40.35
						L&M SAF	
S0303	Millwright	28.80	4.15	7.40	0.60	0.05 0.05	41.05
<b>Cement Masons, Region I (North of N63 Latitude)</b>							
						L&M	
N0401	Group I, including:	28.51	5.05	5.00	0.65	0.05	39.26
	Application of Sealing Compound						

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Cement Masons, Region I (North of N63 Latitude)</b>							
N0401	Group I, including:	28.51	5.05	5.00	0.65	L&M 0.05	39.26
	Application of Underlayment						
	Building, General						
	Cement Mason (Journeyman)						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating Concrete						
N0402	Group II, including:	28.71	5.05	5.00	0.65	L&M 0.05	39.46
	Form Setter						
N0403	Group III, including:	28.96	5.05	5.00	0.65	L&M 0.05	39.71
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
N0404	Group IV, including:	29.21	5.05	5.00	0.65	L&M 0.05	39.96
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Guniting Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
N0405	Group V, including:	29.99	5.05	5.00	0.65	L&M 0.05	40.74
	Plasterer						

**Cement Masons, Region II (South of N63 Latitude)**

S0401	Group I, including:	28.26	5.05	5.00	0.65	L&M 0.05	39.01
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (Journeyman)						

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Cement Masons, Region II (South of N63 Latitude)</b>							
S0401	Group I, including: Concrete Paving Curb & Gutter, Sidewalk Curing of All Concrete Grouting & Caulking of Tilt-Up Panels Grouting of All Plates Patching Concrete Screed Pin Setter Spackling/Skim Coating Concrete	28.26	5.05	5.00	0.65	L&M 0.05	39.01
S0402	Group II, including: Form Setter	28.46	5.05	5.00	0.65	L&M 0.05	39.21
S0403	Group III, including: Concrete Saw (self-powered) Curb & Gutter Machine Floor Grinder Pneumatic Power Tools Power Chipping & Bushing Sand Blasting Architectural Finish Screed & Rodding Machine Operator Troweling Machine Operator	28.71	5.05	5.00	0.65	L&M 0.05	39.46
S0404	Group IV, including: Application of All Composition Mastic Application of All Epoxy Material Application of All Plastic Material Finish Colored Concrete Guniting Nozzlemans Hand Powered Grinder Tunnel Worker	28.96	5.05	5.00	0.65	L&M 0.05	39.71
S0405	Group V, including: Plasterer	29.74	5.05	5.00	0.65	L&M 0.05	40.49
<b>Culinary Workers (At remote work sites only*)</b>							
A0501	Baker/Cook	20.89	1.75	4.02		LEG 0.05	26.71
A0503	General Helper Housekeeper Janitor Kitchen Helper	18.25	1.75	4.02		LEG 0.05	24.07
A0504	Head Cook	21.36	1.75	4.02		LEG 0.05	27.18
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; PEN=pension fund; TRN=training; THR=total hourly rate; L&M=labor/management fund; LEG=legal fund; ONT=overnight; SAF=safety; SUI=supplemental unemployment insurance; VAC=vacation							

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Culinary Workers (At remote work sites only*)</b>							
						LEG	
A0505	Head Housekeeper	18.61	1.75	4.02		0.05	24.43
	Head Kitchen Help						
<b>Dredgemen</b>							
						L&M	
A0601	Assistant Engineer, including:	31.04	4.50	5.00	0.51	0.05	41.10
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
						L&M	
A0602	Assistant Mate (deckhand)	30.02	4.50	5.00	0.51	0.05	40.08
						L&M	
A0603	Fireman	30.41	4.50	5.00	0.51	0.05	40.47
						L&M	
A0605	Leverman Clamshell	33.25	4.50	5.00	0.51	0.05	43.31
						L&M	
A0606	Leverman Hydraulic	31.71	4.50	5.00	0.51	0.05	41.77
						L&M	
A0607	Mate & Boatman	31.04	4.50	5.00	0.51	0.05	41.10
						L&M	
A0608	Oiler	30.41	4.50	5.00	0.51	0.05	40.47
<b>Electricians</b>							
						L&M LEG	
A0701	Inside Cable Splicer	32.17	6.30	6.47	0.40	0.05 0.15	45.54
						L&M LEG	
A0702	Inside Journeyman Wireman, including:	30.42	6.30	6.41	0.40	0.05 0.15	43.73
	Communications and Technicians						
						L&M LEG	
A0703	Outside Cable Splicer	35.35	5.85	8.15	0.40	0.20 0.15	50.10
						L&M LEG	
A0704	Journeyman Lineman, including:	33.60	5.85	8.15	0.40	0.20 0.15	48.35
	Equipment Operator						
	Technician						
						L&M LEG	
A0705	Powderman	31.60	5.85	8.15	0.40	0.20 0.15	46.35
						L&M LEG	
A0706	Material Handler	21.13	5.30	3.62	0.15	0.05 0.15	30.40
						L&M LEG	
A0707	Tree trimmer shredder	22.40	5.85	8.15	0.40	0.20 0.15	37.15
<b>Elevator Workers</b>							
						L&M VAC	
A0802	Elevator Constructor	25.27	5.77	3.28	0.30	0.10 2.79	37.51

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



Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Elevator Workers</b>							
A0803	Elevator Constructor Mechanic	36.11	5.77	3.28	0.30	L&M 0.10 VAC 2.79	48.35
<b>Heat &amp; Frost Insulators/Asbestos Workers</b>							
A0901	Insulator	27.83	4.34	2.51	0.60	VAC	35.28
A0902	Asbestos Abatement-Mechanical Systems	24.95	4.34	2.51	0.60	VAC 1.99	34.39
A0903	Asbestos Abatement/General Demolition All Systems	24.95	4.34	2.51	0.40	VAC 2.19	34.39
<b>Helicopter</b>							
A1005	Helicopter Mechanic (normal base of operations)	13.97	0.66			VAC 0.40	15.03
A1006	Helicopter Mechanic (remote base of operations)	13.97	0.66	0.00	0.00	VAC 0.40 ONT 2.69	17.72
<b>Ironworkers</b>							
A1101	Ironworkers, including: Bender Operator Bridge & Structural Machinery Mover Ornamental Reinforcing Rigger, including Stage Construction Sheeter Signalman Welder	27.50	4.89	7.90	0.81	L&M 0.06	41.16
A1102	Helicopter Tower	28.50	4.89	7.90	0.81	L&M 0.06	42.16
A1103	Fence/Barrier Installer Guard Rail Installer	24.00	4.89	7.65	0.81	L&M 0.06	37.41
A1104	Guard Rail Layout Man	24.74	4.89	7.65	0.81	L&M 0.06	38.15
<b>Laborers</b>							
A1201	Group I including: Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman	24.49	5.10	5.65	0.65	L&M 0.10 LEG 0.10	36.09

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

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

						L&M	LEG	
A1201	Group I including:	24.49	5.10	5.65	0.65	0.10	0.10	36.09

Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)  
Crusher Plant Laborer  
Demolition Laborer  
Ditch Digger  
Dumpman  
Environmental Laborer (asbestos, 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  
Material Handler  
Pneumatic or Power Tools  
Portable or Chemical Toilet Serviceman  
Pump Man or Mixer Man  
Railroad Track Laborer  
Sandblast, Pot Tender  
Saw Tender  
Scaffold Building & Erecting  
Slurry Work  
Stake Hopper  
Steam Cleaner Operator  
Steam Point or Water Jet Operator  
Tank Cleaning  
Utiliwalk & Utilidor Laborer  
Watchman (construction projects)  
Window Cleaner

						L&M	LEG	
A1202	Group II, including:	25.24	5.10	5.65	0.65	0.10	0.10	36.84

Burning & Cutting Torch  
Cement or Lime Dumper or Handler (sack or bulk)  
Choker Splicer  
Chucktender (wagon, air-track & hydraulic drills)  
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorm)  
Culvert Pipe Laborer  
Environmental Laborer (marine work)  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guardrail Machine Operator

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR	
Laborers								
						L&M	LEG	
A1202	Group II, including:	25.24	5.10	5.65	0.65	0.10	0.10	36.84
	Gunite Operator							
	Hod Carrier							
	Jackhammer or Pavement Breaker (more than 45 pounds)							
	Laser Instrument Operator							
	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							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							
	Traffic Worksite Supervisor							
						L&M	LEG	
A1203	Group III, including:	25.89	5.10	5.65	0.65	0.10	0.10	37.49
	Bit Grinder							
	Camera/Tool/Video Operator							
	Drill Doctor (in the field)							
	Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Plastic Welding							
	Shurry Seal Squeegee Man							
	Welding Certified (in connection with laborer's work)							
						L&M	LEG	
A1204	Group IIIA	27.49	5.10	5.65	0.65	0.10	0.10	39.09
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Grade Checking (setting or transferring of grade marks, line and grade)							
	Licensed Powderman							
	Pipelayers							
						L&M	LEG	
A1205	Group IV	16.84	5.10	5.65	0.65	0.10	0.10	28.44
	Final Building Cleanup							
Painters, Region I (North of N63 Latitude)								

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

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

N1301	Group I, including:	27.00	4.35	6.22	0.40	L&M 0.20	38.17
	Brush						
	Paper						
	Roller						
	Vinyl						

N1302	Group II, including:	27.50	4.35	6.22	0.40	L&M 0.20	38.67
	Buffer Operator						
	Finish Metals						
	Floorcoverer						
	Hazardous Material Handler						
	Lead Based Paint Abatement						
	Pot Tender						
	Radon Mitigation						
	Sandblast						
	Spray						
	Structural						
	Taping & Texturing						

N1304	Group IV	26.62	4.35	4.10	0.47	VAC 1.13	36.67
	Glazier						

**Painters, Region II (South of N63 Latitude)**

S1301	Group I including:	22.61	4.35	5.22	0.80	L&M 0.82	33.80
	Brush						
	General Painter						
	Roller & Sign						

S1302	Group II including:	23.61	4.35	5.22	0.80	L&M 0.82	34.80
	Epoxy & Tar Applicator						
	Industrial Painter						
	Paper						
	Sandblast						
	Spray						

S1303	Group III including:	23.01	4.35	5.22	0.80	L&M 0.82	34.20
	Drywall Taper						
	Paper						
	Specialty Painter						
	Structural Steel						
	Vinyl						

S1304	Group IV	26.60	4.35	4.85	0.80	L&M 0.07	36.67
	Glazier						

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Painters, Region II (South of N63 Latitude)</b>							
						L&M	
S1305	Group V including:	24.80	4.35	3.00	0.50	0.02	32.67
	Carpet Installer						
	Floor Applicator						
	Floorcoverer						
	Linoleum Installer						
	Seamless Floor Applicator						
	Soft Tile Installer						
						L&M	
S1306	Group VI including:	24.61	4.35	5.22	0.80	0.82	35.80
	Steeplejack & Tower						
<b>Piledrivers</b>							
						L&M	
A1401	Assistant Dive Tender, Piledriver, Skiff Operator	26.64	4.00	7.40	0.80	0.05	38.89
						L&M	
A1402	Carpenter, Piledriver	27.80	4.00	7.40	0.80	0.05	40.05
						L&M	
A1403	Piledriver-Welder	28.40	4.00	7.40	0.80	0.05	40.65
						L&M	
A1404	Diver (working)	61.94	4.00	7.40	0.80	0.05	74.19
						L&M	
A1405	Diver (standby)	30.97	4.00	7.40	0.80	0.05	43.22
						L&M	
A1406	Dive Tender	29.97	4.00	7.40	0.80	0.05	42.22
						L&M	
A1407	Sheet Stabber	27.64	4.00	7.40	0.80	0.05	39.89
<b>Plumbers, Region I (North of N63 Latitude)</b>							
						L&M	SUI
N1501	Journeyman Pipefitter	31.71	3.05	7.65	0.20	0.90	0.25 43.76
	Plumber						
	Welder						
<b>Plumbers, Region II (South of N63 Latitude)</b>							
						L&M	
S1501	Journeyman Pipefitter	30.30	5.65	4.15	1.35	0.15	41.60
	Plumber						
	Welder						
<b>Plumbers, Region IIA (1st Judicial District)</b>							
						L&M	
X1501	Journeyman Pipefitter	28.59	3.15	6.50	0.90	0.24	39.38
	Plumber						
	Welder						
<b>Power Equipment Operators</b>							

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Power Equipment Operators</b>							
						<b>L&amp;M</b>	
A1601	Group I, including:	31.71	4.50	5.00	0.51	0.05	41.77
	Asphalt Roller						
	Back Filler						
	Barrier Machine (Zipper)						
	Batch Plant Operator, (batch & mixer over 200 yards per hour)						
	Beltcrete with Power Pack & similar conveyors						
	Bending Machine						
	Boat Coxwain						
	Bulldozer						
	Cableways, Highlines & Cablecars						
	Cleaning Machine						
	Coating Machine						
	Concrete Hydro Blaster						
	Cranes (45 tons & under or 150 feet) of boom & under, (including jib & attachments)						
	(a) Backhoes, Clamshells, Draglines, Gradalls (3 yards & under), Shovels						
	(b) Hydralifts or Transporters, (all track or truck type)						
	(c) Derricks						
	Crushers						
	Deck Winches, Double Drum						
	Ditching or Trenching Machine (16 inch or over)						
	Drilling Machines, Core, Cable, Rotary						
	Exploration						
	Finishing Machine Operator, Concrete Paving,						
	Helicopters						
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle,						
	Rollagon, Bargecable, Nodwell, Sno Cat						
	Hydro Ax, Feller Buncher & similar						
	Laser Screed, Sidewalk, Curb & Gutter Machine						
	Loaders:						
	(a) Forklifts (with power 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)						
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
	Micro Tunneling Machine						
	Mixers: Mobile type with hoist combination						
	Motor Patrol Grader						
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill						
	Operator and/or Shield						
	Operator on Dredges						
	Piledriver Engineer, L.B. Foster Puller or similar paving breaker						
	Power Plant Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
	Sauerman-Bagley						

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Power Equipment Operators</b>							
A1601	Group I, including:	31.71	4.50	5.00	0.51	L&M 0.05	41.77
	Scraper (through 40 yards)						
	Service Oiler/Service Engineer						
	Shot Blast Machine						
	Sideboom (under 45 tons)						
	Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine						
	Sub Grader (Gurries, C.M.I. & C.M.I. Mills & similar types)						
	Tack Tractor						
	Truck Mounted Concrete Pump, Conveyor & Creter						
	Wate Kote Machine						
A1602	Group IA, including:	33.25	4.50	5.00	0.51	L&M 0.05	43.31
	Camera/Tool/Video Operator (Slipline)						
	Cranes (over 45 tons or 150 feet including jib & attachments)						
	(a) Shovels, Backhoes, Draglines, Clamshells (over 3 yards)						
	(b) Tower Cranes						
	Loaders (over 5 yards)						
	Motor Patrol Grader (finish: when finishing to final grade and/or to hubs, or for asphalt)						
	Power Plants (1000 k.w. & over)						
	Quad						
	Scrapers (over 40 yards)						
	Screed						
	Sidebooms (over 45 tons)						
	Slip Form Paver, C.M.I. & similar types						
A1603	Group II, including:	31.04	4.50	5.00	0.51	L&M 0.05	41.10
	Batch Plant Operator (batch & mixer 200 yards per hour & under)						
	Boiler - Fireman						
	Cement Hogs & Concrete Pump Operator						
	Certified Grade Technician						
	Conveyors (except those listed in Group I)						
	Hoists on Steel Erection, Towermobiles & Air Tuggers						
	Horizontal/Directional Drill Locator						
	Loaders, Elevating Grader, Dumor & similar						
	Locomotives, Rod & Geared Engines						
	Mixers						
	Screening, Washing Plant						
	Sideboom (cradling rock drill, regardless of size)						
	Skidder						
	Trenching Machines (under 16 inches)						
A1604	Group III, including:	30.41	4.50	5.00	0.51	L&M 0.05	40.47
	"A" Frame Trucks, Deck Winches, (single power drum)						
	Bombardier (tack or tow rig)						

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

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

							L&M	
A1604	Group III, including:	30.41	4.50	5.00	0.51	0.05		40.47
	Boring Machine							
	Brooms, Power							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Grade Checker & Stake Hopper							
	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							
	Mixers, (concrete mixers & batch 200 yards per hour & under)							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 300 k.w.)							
	Pumps, Water							
	Rig Oiler/Assistant Engineer (over 45 tons, over 3 yards or 150 foot boom)							
	Roller, (other than Plantmix)							
	Saws, Concrete							
	Straightening Machine							
	Tow Tractor							

							L&M	
A1605	Group IV, including:	24.99	4.50	5.00	0.51	0.05		35.05
	Drill Helper							
	Parts & Equipment Coordinator							
	Rig Oiler/Assistant Engineer (advances to Group III if over 45 tons or 3 yards or 150 foot boom)							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

### Roofers, Region I (North of N63 Latitude)

							L&M	
N1701	Roofers & Waterproofers	29.43	4.35	6.26	0.31	0.05		40.40

### Roofers, Region II (South of N63 Latitude)

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



Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
Roofers, Region II (South of N63 Latitude)							
						L&M	
S1701	Roofer & Waterproofer	27.43	4.35	6.26	0.31	0.05	38.40
Sheet Metal Workers, Region I (North of N63 Latitude)							
						L&M	
N1801	Sheet Metal Journeyman	33.39	3.85	7.17	1.12	0.22	45.75
	Air Balancing and duct cleaning of HVAC systems						
	Brazing, soldering or welding of metals						
	Demolition of sheet metal HVAC systems						
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work						
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment						
	Fabrication and installation of louvers and hoods						
	Fabrication and installation of sheet metal lagging						
	Fabrication and installation of stainless steel commercial or industrial food service equipment						
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work						
	Metal lavatory partitions						
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erections of sheet metal work						
	Sheet metal shelving						
	Sheet Metal venting, chimneys and breaching						
	Skylight installation						
Sheet Metal Workers, Region II (South of N63 Latitude)							
						L&M	
S1801	Sheet Metal Journeyman	30.55	4.00	6.44	0.80	0.25	42.04
Sprinkler Fitters							
						L&M	
A1901	Sprinkler Fitter	35.30	3.90	6.45	0.20	0.10	45.95
Surveyors							
						L&M	
A2001	Chief of Parties	32.45	4.35	4.62	0.60	0.05	42.07
						L&M	
A2002	Party Chief (including Office Tech & Line & Grade Technician)	31.40	4.35	4.62	0.60	0.05	41.02
						L&M	
A2003	Associate Party Chief (including Instrument Person & Head Chain Person)	29.67	4.35	4.62	0.60	0.05	39.29
						L&M	
A2005	Stake Hop/Grademan	27.29	4.35	4.62	0.60	0.05	36.91
						L&M	
A2006	Chain Person (for crews with more than 2 people)	26.14	4.35	4.62	0.60	0.05	35.76
Truck Drivers/Surveyors							

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Truck Drivers/Surveyors</b>							
<b>A2101</b>	<b>Group I including:</b>	31.40	4.35	4.62	0.60	L&M 0.05	41.02
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT Certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Line & Grade Technician						
	Lowboys (including attached trailers & jeeps, up to & including 12 axles)						
	Office Technician						
	Party Chief						
	Ready-mix (over 12 yards up to & including 15 yards)						
	Semi with Double Box Mixer						
<b>A2102</b>	<b>Group 1A including:</b>	32.45	4.35	4.62	0.60	L&M 0.05	42.07
	Chief of Parties						
	Dump Trucks (including rockbuggy & trucks with pups, over 60 yards up to & including 100 yards)						
	Jeeps (driver under load)						
<b>A2103</b>	<b>Group II including:</b>	30.35	4.35	4.62	0.60	L&M 0.05	39.97
	All Delta's, Commanders, Rollagons, & similar equipment						
	Dump Trucks (including rockbuggy & trucks with pups, over 20 yards up to & including 40 yards)						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Material Coordinator & Purchasing Agent						
	Mechanics						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Tireman, Heavy Duty						
	Turn-O-Wagon or DW-10 (not self loading)						
<b>A2104</b>	<b>Group III including:</b>	29.67	4.35	4.62	0.60	L&M 0.05	39.29
	Associate Party Chief (including Instrument Person, Head Chain Person)						
	Batch Trucks (8 yards & up)						
	Construction & Material Safety Technician						
	Dump Trucks (including rockbuggy & trucks with pups, over 10 yards up to & including 20 yards)						
	Expeditor (electrical & pipefitting materials)						
	Greaser - Shop						
	Oil Distributor Driver						
	Partsman						

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers/Surveyors							
							L&M
A2104	Group III including:	29.67	4.35	4.62	0.60	0.05	39.29
	Thermal Plastic Layout Technician						
	Traffic Control Technician						
	Trucks/Jeeps (push or pull)						
	Water Wagon (when pulled by Euclid or similar type equipment)						
							L&M
A2105	Group IV including:	29.20	4.35	4.62	0.60	0.05	38.82
	Air Cushion or similar type vehicle						
	All Terrain Vehicle						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Buggymobile						
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)						
	Bus Operator (over 30 passengers)						
	Combination Truck-Fuel & Grease						
	Compactor (when pulled by rubber tired equipment)						
	Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)						
	Dumpster						
	Expeditor (general)						
	Fire Truck/Ambulance Driver						
	Flat Beds, Dual Rear Axle						
	Foam Distributor Truck Dual Axle						
	Front End Loader with Fork						
	Fuel Truck, Fuel Handler with Truck						
	Gm Pole Truck, Winch Truck, Wrecker (Truck Mounted "A" Frame manufactured rating over 5 tons)						
	Grease Truck						
	Hydro Seeder, Dual Axle						
	Hyster Operators (handling bulk aggregate)						
	Loadmaster (air & water operations)						
	Lumber Carrier						
	Ready Mix, (up to & including 7 yards)						
	Rigger (air/water/oilfield)						
	Semi or Truck & Trailer						
	Stringing Truck						
	Tireman, Light Duty						
	Track Truck Equipment						
	Vacuum Truck, Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck, Dual Axle						
	Water Wagon, Semi						
							L&M
A2106	Group V including:	28.56	4.35	4.62	0.60	0.05	38.18
	Batch Truck (up to & including 7 yards)						

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

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

						L&M	
A2106	Group V including:	28.56	4.35	4.62	0.60	0.05	38.18
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	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)						
	Fiat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gin Pole Truck, Winch Truck, Wrecker (Truck Mounted "A" Frame manufactured rating 5 tons & under)						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger, Warehouse operation						
	Tack Truck						
	Team Drivers (Horses, Mules, & similar equipment)						
	Water Truck, Single Axle						

						L&M	
A2107	Group VI including:	27.29	4.35	4.62	0.60	0.05	36.91
	Rigger						
	Stakehop/Grademan						

						L&M	
A2108	Group VII including:	26.14	4.35	4.62	0.60	0.05	35.76
	Chainperson (for crews with more than 2 people)						
	Swamper/Helper						

### Tunnel Workers, Laborers

						L&M	LEG	
A2201	Group I, including:	26.94	5.10	5.65	0.65	0.10	0.10	38.54
	Brakeman							
	Mucker							
	Nipper							
	Topman & Bull Gang							
	Tunnel Track Laborer							

						L&M	LEG	
A2202	Group II, including:	27.76	5.10	5.65	0.65	0.10	0.10	39.36
	Burning & Cutting Torch							
	Concrete Laborer							
	Jackhammer							
	Laser Instrument Operator							
	Nozzlelemen, Pumpcrete or Shotcrete							

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

Class Code	Classification of Laborers & Mechanic	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Tunnel Workers, Laborers</b>							
						L&M LEG	
A2202	Group II, including: Pipelayer	27.76	5.10	5.65	0.65	0.10 0.10	39.36
						L&M LEG	
A2203	Group III, including: Miner Retimberman	28.48	5.10	5.65	0.65	0.10 0.10	40.08
						L&M LEG	
A2204	Group IIIA, including: Licensed Powderman	30.24	5.10	5.65	0.65	0.10 0.10	41.84
<b>Tunnel Workers, Power Equipment Operators</b>							
						L&M	
A2207	Group I	34.88	4.50	5.00	0.51	0.05	44.94
						L&M	
A2208	Group IA	36.58	4.50	5.00	0.51	0.05	46.64
						L&M	
A2209	Group II	34.14	4.50	5.00	0.51	0.05	44.20
						L&M	
A2210	Group III	33.45	4.50	5.00	0.51	0.05	43.51
						L&M	
A2211	Group IV	27.49	4.50	5.00	0.51	0.05	37.55

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

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





