

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES
CENTRAL REGION



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

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539**

AS-ADVERTISED: June 11, 2004
DOCUMENT FEE: \$100.00

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 -----

ORIGINAL CONTRACT

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - DIVISION OF CONSTRUCTION AND OPERATIONS
CONTRACTS SECTION

FRANK H. MURKOWSKI, GOVERNOR

4111 AVIATION AVENUE
PO BOX 196900
ANCHORAGE, ALASKA 99519-6900
(907)269-0400 (FAX 269-0425) TDY 269-0473

June 23, 2004

Project: Unalaska: Airport Beach Road
Paving & Broadway and E. Broadway
Avenue

Project No.: STP-0310(7)/57436 & 57539

Notice to Bidders

TO ALL PLANHOLDERS:

Enclosed is an informational Notice to Bidders - no acknowledgement is required.

Sincerely,



Sharon L. Smith, P.E.
Chief, Contracts Section

Enclosures

| | | |
|---|---|--------------------------|
| <h1 style="text-align: center;">NOTICE TO BIDDERS</h1> | Page Number 1 | No. of Pages 1 |
| | Date Issued: June 23, 2004 | |
| Issuing Office Steven R. Horn, P.E., Director Central Region Construction & Operations P.O. Box 196900, Anchorage, AK 99519-6900 Phone: (907)269-0400 Fax: (907)269-0425 | Previous Addenda Issued: One, dated June 23, 2004 | |
| Project: Unalaska: Airport Beach Road Paving & Broadway and E. Broadway Avenue Project No.: STP-0310(7)/ 57436 & 57539 | Date and hour of Bid Opening: June 25, 2004 at 2:00 P.M., prevailing Anchorage time | |

This is an informational Notice to Bidders, not an addendum; therefore no acknowledgement is required.

1. Addendum Number One was issued today and placed in its entirety on our web site under the bid calendar for this project. Select "Procurement", under Department Links at www.dot.state.ak.us .

END OF NOTICE TO BIDDERS

STATE OF ALASKA

FRANK MURKOWSKI, GOVERNOR

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CENTRAL REGION - DIVISION OF CONSTRUCTION AND OPERATIONS

CONTRACTS SECTION
4111 AVIATION AVENUE
PO BOX 196900
ANCHORAGE, ALASKA 99519-6900
(907)269-0400 (FAX 269-0425)
TDY 269-0473

Date: June 23, 2004

Project: Unalaska Airport Beach Road
Paving & Broadway and East
Broadway Ave.

Project No.: STP - 0310(7) / 57436 & 57539

Addendum No. One

TO ALL PLANHOLDERS:

The enclosed addendum amends the bidding documents for the above referenced Project.

Acknowledgment of this addendum is required on the Bid Proposal. Failure to do so may subject the bidder to disqualification.

Sincerely,



Sharon L. Smith, P.E.

Chief, Contracts Section

| ADDENDUM TO THE CONTRACT DOCUMENTS | | Page Number 1 | No. of Pages 1 |
|--|--|---|--------------------------|
| Addendum No. One | | Date Addendum Issued: June 23, 2004 | |
| Issuing Office Steven R. Horn P.E., Director Central Region Construction and Operations PO Box 196900, Anchorage, AK 99519-6900 Phone: 269-0400 Fax: 269-0425 | | Previous Addenda Issued None | |
| Project: Unalaska Airport Beach Road Paving & Broadway and East Broadway Ave. Project No.: STP - 0310(7) /57436 & 57539 | | Date and Hour of Bid Opening: June 25, 2004 at 2:00 p.m., prevailing Anchorage time. | |

NOTICE TO BIDDERS:

Bidders must acknowledge receipt of this addendum prior to the hour and date set for bid opening by one of the following methods:

- (a) By acknowledging receipt of this addendum on the bid submitted.
- (b) By telegram or telefacsimile which includes a reference to the project and addendum number.

The bid documents require acknowledgment individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any bid received without acknowledgment of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by telegram or telefacsimile provided such a telegram or telefacsimile makes reference to this addendum and is received prior to the opening hour and date specified above.

The Contract Documents for the above project are amended as follows (All other terms and conditions remain unchanged):

PLANS

1. Remove and replace sheets B1, C1 and E8 with Attachment No. 1. (Changes item 401 Asphalt Concrete from Type II to Type IV.)

PART 3 FORMS

2. Remove and replace the **Bid Schedule** with Attachment No. 2.

PART 4 CONTRACT PROVISIONS AND SPECIFICATIONS

3. **SECTION 401 ASPHALT CONCRETE PAVEMENT**, remove and replace pages 31 and 32, pages 37 and 38, and 47 through 50 with Attachment No. 3.
4. **SECTION 703 AGGREGATES**, remove page 65 and replace with pages 65 and 66, Attachment No. 4.

END OF ADDENDUM



BID SCHEDULE

Page 1 of 3

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

Project: 57436
UNALASKA AIRPORT BEACH ROAD

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 4.1 % 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 (15) | PAVEMENT PLANING | SQUARE YARD | 73,748 | \$ _____ | \$ _____ |
| 401 (1B) | ASPHALT CONCRETE, TYPE IV, CLASS B | TON | 8,609 | \$ _____ | \$ _____ |

BID SCHEDULE

Project Number: STP-0310(7) / 57436
UNALASKA AIRPORT BEACH ROAD

Name of Bidding Firm: _____



BID SCHEDULE

Page 2 of 3

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 =====

| | | | | | |
|---------|--|----------------|--------------|------------------|--------------|
| 401(2) | ASPHALT CEMENT, PG 52-28 | TON | 474 | \$ _____ | \$ _____ |
| 401(5) | ANTI STRIP ADDITIVE | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 1,000.00 |
| 401(6) | ASPHALT PRICE ADJUSTMENT | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 35,000.00 |
| 401(9) | JOINT ADHESIVE | LINEAL FOOT | 36,913 | \$ _____ | \$ _____ |
| 402(1) | STE-1 ASPHALT FOR TACK COAT | TON | 16.3 | \$ _____ | \$ _____ |
| 404(1) | STE-1 ASPHALT FOR SEAL COAT | TON | 9 | \$ _____ | \$ _____ |
| 604(4) | ADJUST EXISTING MANHOLE | EACH | 10 | \$ _____ | \$ _____ |
| 627(10) | ADJUSTMENT OF VALVE BOX | EACH | 18 | \$ _____ | \$ _____ |
| 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) | \$ 5,000.00 |
| 642(1) | CONSTRUCTION SURVEYING | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |
| 642(9) | REFERENCE EXISTING MONUMENT | EACH | 46 | \$ _____ | \$ _____ |
| 643(2) | TRAFFIC MAINTENANCE | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |

BID SCHEDULE

Project Number: STP-0310(7) / 57436.

Unalaska Airport Beach Road

Name of Bidding Firm: _____



BID SCHEDULE

Page 3 of 3

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 =====

| | | | | | |
|------------------|-----------------------------|----------------|--------------|------------------|--------------|
| 643 (15) | FLAGGING | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 15,000.00 |
| 643 (23) | TRAFFIC PRICE ADJUSTMENT | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 0.00 |
| 643 (25) | TRAFFIC CONTROL | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 25,000.00 |
| 644 (1) | FIELD OFFICE | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |
| 644 (2) | FIELD LABORATORY | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |
| 644 (8) | VEHICLE | EACH | 2 | \$ _____ | \$ _____ |
| 644 (9) | NUCLEAR DENSOMETER STORAGE | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |
| 646 (1) | CPM SCHEDULING | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |
| 651 (1) | EAGLE MONITORING | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 5,000.00 |
| 670 (6) | PREFORMED PAVEMENT MARKINGS | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ _____ |
| Total Basic Bid: | | | | | \$ _____ |

BID SCHEDULE

Project Number: STP-0310(7) / 57436

Unalaska Airport Beach Road

Name of Bidding Firm: _____

- 31 -

Replace Section 401 with the following:

SECTION 401

ASPHALT CONCRETE PAVEMENT

Special Provisions

401-1.01 DESCRIPTION.

Construct one or more layers of plant-mixed hot asphalt concrete pavement on an approved surface, to the lines, grades, and depths shown on the Plans.

Core and patch the existing pavement as required in Subsection 401-3.07.

Submit a paving and plant production plan at the preconstruction meeting. Provide documentation that processes can support an average daily production rate greater than 200 tons per hour. Address the sequence of operations and joint construction. Outline steps to assure product consistency, to minimize segregation, and to prevent premature cooling of the asphalt concrete mixture. Include a proposed quality control testing frequency for gradation, asphalt cement content, and compaction.

MATERIALS

401-2.01 COMPOSITION OF MIXTURE - JOB MIX DESIGN. Meet the requirements of Table 401-1 for the Job Mix Design performed in accordance with ATM 417.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

**TABLE 401-1
ASPHALT CONCRETE MIX DESIGN REQUIREMENTS**

| DESIGN PARAMETERS | CLASS "A" | CLASS "B" |
|---|----------------------|----------------------|
| Stability, pounds | 1800 min. | 1200 min. |
| Flow, 0.01 inch | 8-14 | 8-16 |
| Voids in Total Mix, % | 3-5 | 3-5 |
| Compaction, number of blows each side of test specimen | 75 | 50 |
| Percent Voids Filled with Asphalt (VFA) | 65-75 | 65-78 |
| Dust-asphalt ratio* | 0.6-1.4 | 0.6-1.4 |
| Voids in the Mineral Aggregate (VMA), %, min. | | |
| Type I | 12.0 | 11.0 |
| Type II, IV | 13.0 | 12.0 |
| Type III*** deleted *** | 14.0 | 13.0 |
| Asphalt Content, % min. | 5.0 | 5.0 |

*Dust-asphalt ratio is the percent of material passing the No. 200 sieve divided by the percent of effective asphalt (calculated by weight of mix).

The approved Job Mix Design will specify the target values for gradation, the target value for asphalt cement content, the Maximum Specific Gravity (MSG) of the mix, the additives, and the allowable mixing temperature range.

Target values for gradation in the Job Mix Design must be within the broad band limits shown in Table 703-3, for the type of asphalt concrete pavement specified but asphalt concrete mixture will have the full tolerances in Table 401-2 applied for evaluation in accordance with 401-4.03 except the tolerances for the largest sieve specified will be plus 0% and minus 1%, and the #200 sieve is limited by the broad band limits.

Do not produce asphalt concrete mixture for payment until the Engineer approves the Job Mix Design. Do not mix asphalt concrete mixtures produced from different plants.

Use Asphalt Concrete Type II, Class B, minimum, for temporary pavement.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

401-3.07 PREPARATION OF EXISTING SURFACE. Drill three 8-inch diameter cores in every 280 feet segment of driving lane from the existing pavement and patch the core holes in the existing surface before preparing existing surfaces in conformance with the Plans and Specifications. The Engineer will mark core locations. Clean, wash, and sweep existing paved surfaces of loose material. The Engineer must approve the existing surface before tack coat is applied.

Before placing the asphalt concrete mixture, uniformly coat contact surfaces of curbing, gutters, sawcut pavement, cold joints, manholes, and other structures with tack coat material meeting Section 402.

Allow prime coat to cure and emulsion tack coat to break before placement of asphalt concrete mixture on these surfaces.

401-3.08 PREPARATION OF ASPHALT. Provide a continuous supply of asphalt cement to the asphalt mixing plant at a uniform temperature, within the allowable mixing temperature range at a sustained rate required to support the plant production.

401-3.09 PREPARATION OF AGGREGATES. Dry the aggregate so the moisture content of the asphalt concrete mixture, sampled at the point of acceptance for asphalt cement content, does not exceed 0.5% (by total weight of mix), as determined by WAQTC TM 6.

Heat the aggregate for the asphalt concrete mixture to a temperature compatible with the mix requirements specified.

Adjust the burner on the dryer to avoid damage to the aggregate and to prevent the presence of unburned fuel on the aggregate. Asphalt concrete mixture containing soot or fuel is considered unacceptable according to subsection 105-1.11.

401-3.10 MIXING. Combine the aggregate, asphalt cement, and additives in the mixer in the amounts required by the Job Mix Design. Mix to obtain 98% coated particles when tested according to AASHTO T 195.

For batch plants, put the dry aggregate in motion before addition of asphalt cement.

Mix the asphalt concrete mixture within the temperature range determined by the Job Mix Design.

401-3.11 TEMPORARY STORAGE. Silo type storage bins may be used, if the characteristics of the asphalt concrete mixture are not altered. Signs of visible segregation, heat loss, changes from the Job Mix Design, change in the characteristics of asphalt cement, lumpiness, or stiffness of the mixture are causes for rejection.

401-3.12 PLACING AND SPREADING. Place the asphalt concrete mixture upon the approved surface, spread, strike off, and adjust surface irregularities. Use asphalt pavers to distribute asphalt concrete mixture, including leveling courses. The maximum compacted lift thickness allowed is 3 inches.

Use hand tools to spread, rake, and lute the asphalt concrete mixture in areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable.

When the section of roadway being paved is open to traffic, pave adjacent traffic lanes to the same elevation within 24 hours. Place approved material against the outside pavement edge when the drop-off exceeds 2 inches.

When multiple lifts are specified in the Contract, do not place the final lift until all lower lifts throughout that section, as defined by the Paving Plan, are placed and accepted.

Do not pave against new concrete curbing until it has cured for at least 72 hours.

401-3.13 COMPACTION. Thoroughly and uniformly compact the asphalt concrete mixture by rolling. In areas not accessible to large rollers, compact with mechanical tampers or trench rollers. Do not leave rollers or other equipment standing on pavement that has not cooled sufficiently to prevent indentation.

During placement of asphalt concrete the Engineer will evaluate the HMA immediately behind the paver for cyclic low density using an infrared camera. Cyclic low density areas are defined as spots or streaks in the pavement that are less than 89 percent of the reference maximum density. If there is a temperature differential that exceeds 25° F within the newly placed mat, low density is likely to occur. The real time thermal images and thermal profile data will become part of the project records shared with the Contractor. The Contractor shall immediately adjust the laydown procedures to correct the problem. If the Engineer observes four or more areas in any given pay lot where the thermal images indicate cyclic low density is probable, he will order those areas to be cored for determination of density. These cores will be evaluated under Subsection 401-4.06.

Table 401-3 gives the weight factor (f) for each sieve size and asphalt cement content.

**TABLE 401-3
WEIGHT FACTORS**

| Gradation | Factor "f" |
|------------------|-------------------|
| 3/4 inch sieve | 4 |
| 1/2 inch sieve | 5 |
| 3/8 inch sieve | 5 |
| No. 4 sieve | 4 |
| No. 8 sieve | 4 |
| No. 16 sieve | 4 |
| No. 30 sieve | 5 |
| No. 50 sieve | 5 |
| No. 100 sieve | 4 |
| No. 200 sieve | 20 |
| Asphalt % | 40 |

The price adjustment will be based on either the CPF or DPF, whichever is the lowest value. The price adjustment for each individual lot will be calculated as follows:

$$\text{Price Adjustment} = [(\text{CPF or DPF})^* - 1.00] \times (\text{tons in lot}) \times (\text{PAB})$$

* CPF or DPF, whichever is lower.

PAB = Price Adjustment Base = \$ 100 per ton.

Asphalt cement will be randomly sampled and tested every 200 tons and evaluated for price adjustment. If the last sample increment is 100 tons or less, that quantity of asphalt cement will be added to the quantity represented by the previous sample and the total quantity will be evaluated for price adjustment. If the last sample increment is greater than 100 tons, it will be sampled, tested, and evaluated separately. Asphalt cement pay reduction factors for each sample will be determined from Table 401-4.

The total asphalt cement price adjustment is the sum of the individual sample price adjustments and will be subtracted under Item 401(6), Asphalt Price Adjustment.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Table 401-4
ASPHALT CEMENT PAY REDUCTION FACTORS
 (Use the single, highest pay reduction factor)

| | Spec | Pay Reduction Factor (PRF) | | | | | | | | |
|--------------------------|-------------|----------------------------|-----------|-------------|-----------|-----------|-----------|-------------|-------------|---------------------|
| | | 0 | 0.04 | 0.05 | 0.06 | 0.07 | 0.08 | 0.1 | 0.25 | Reject or Engr Eval |
| Tests On Original Binder | | | | | | | | | | |
| Viscosity | <3 Pa-s | ≤3 | | >3 | | | | | | |
| Dynamic Shear | >1.00 kPa | >1.00 | | 0.99-0.88 | | | | 0.87-0.71 | 0.70-0.50 | <0.50 |
| Toughness | >110 in-lbs | >93.5 | 90.0-93.4 | 85.0-89.9 | 80.0-84.9 | 75.0-79.9 | 70.0-74.9 | | | <70.0 |
| Tenacity | >75 in-lbs | >63.8 | 61.0-63.7 | 58.0-60.9 | 55.0-57.9 | 52.0-54.9 | 48.0-51.9 | | | <48.0 |
| Tests On RTFO | | | | | | | | | | |
| Mass Loss | <1.00 % | <1.00 | | 1.001-1.092 | | | | 1.093-1.184 | 1.185-1.276 | >1.076 |
| Dynamic Shear | >2.20 kPa | >2.20 | | 2.199-1.816 | | | | 1.815-1.432 | 1.431-1.048 | <1.048 |
| Test On PAV | | | | | | | | | | |
| Dynamic Shear | <5000 kPa | <5000 | | 5001-5289 | | | | 5290-5578 | 5579-5867 | >5867 |
| Creep Stiffness, S | <300 MPa | <300 | | 301-338 | | | | 339-388 | 389-450 | >450 |
| Creep Stiffness, m-value | >0.300 | >0.300 | | 0.299-0.287 | | | | 0.286-0.274 | 0.273-0.261 | <0.261 |
| Direct Tension | >1.0 % | >1.0 | | 0.99-0.86 | | | | 0.85-0.71 | 0.70-0.56 | <0.56 |

Asphalt Cement Price Adjustment for each sample = 5 x PAB x Qty X PRF

PAB = Price Adjustment Base

Qty = Quantity of asphalt cement represented by asphalt cement sample

PRF = Pay Reduction Factor from Table 401-4

The total asphalt cement price adjustment is the sum of the sample price adjustments and is applied to Item 401(6), Asphalt Price Adjustment.

Asphalt Binder Appeal Procedure. *Once notified of a failing asphalt cement sample, the Contractor has 21 days to issue a written appeal of the test results. The appeal must be accompanied by all of the Contractor's quality control test results and test results of a sample tested by an AASHTO accredited asphalt laboratory (accredited in the test procedure in question). The Engineer will review these test results provided by the Contractor and using ASTM D3244 determine a test value upon which to base a price reduction.*

UNALASKA AIRPORT BEACH ROAD
 PROJECT STP-0310(7) 57436

BROADWAY AND
 EAST BROADWAY AVE
 PROJECT 57539

If the Contractor challenges the Engineer's decision, then the referee sample held by the Department will be sent to a mutually agreed upon independent AASHTO accredited laboratory for testing. This test result will be incorporated into the ASTM D3244 procedure to determine a test value upon which to base a price reduction. The Contractor shall pay for this testing if the sample fails.

401-4.05 EVALUATION OF LONGITUDINAL JOINTS FOR ACCEPTANCE. A longitudinal joint density price adjustment will be based on the average of all the joint densities on a project and determined as follows:

1. If a project average joint density is less than 91% of MSG, the following disincentive applies:

Longitudinal joint density price adjustment = (\$1.00/lineal foot) x (lineal feet of longitudinal joint on the project) x (91% - project average joint density %) and will be subtracted under Item 401(6), Asphalt Price Adjustment.

2. If a project average joint density is greater than 91% of MSG, the following incentive applies:

Longitudinal joint density price adjustment = (\$1.00/lineal foot) x (lineal feet of longitudinal joint of the project) x (project average joint density % - 91%) and will be added under Item 401(6), Asphalt Price Adjustment.

401-4.06 EVALUATION FOR CYCLIC LOW DENSITY.

The HMA cores taken for the evaluation of cyclic low density under Subsection 401-3.13 shall be tested for density in accordance with WAQTC FOP for AASHTO T 166/T 275. Any area, represented by 4 cores, having a density of 89% or less of the reference maximum density shall be removed and replaced, the entire lane width.

401-5.01 BASIS OF PAYMENT.

The Engineer will assess a fee of \$2,500.00 under Item 401(6), Asphalt Price Adjustment, for each mix design subsequent to the approved Job Mix Design for each Type and Class of Asphalt Concrete Pavement specified.

Failure to cut core samples within the specified period will result in a deduction of \$100.00 per sample per day. Failure to backfill voids left by sampling within 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Separate payment will not be made for asphalt cement or anti-strip additives for Item 401(3), Temporary Pavement, or asphalt concrete for leveling course.

Asphalt cement, anti-stripping additives, and tack coat are subsidiary to the asphalt concrete pavement unless specified as pay items.

Price adjustments will not apply to:

1. Asphalt Concrete Mixture for leveling course
2. Temporary Pavement

Payment for furnishing and installing joint adhesive will be paid as 401(9) Joint Adhesive.

Payment will be made under:

| <u>Pay Item No.</u> | <u>Pay Item</u> | <u>Pay Unit</u> |
|---------------------|------------------------------------|-----------------|
| 401(1) | Asphalt Concrete, Type IV; Class B | Ton |
| 401(2) | Asphalt Cement, Grade __ | Ton |
| 401(5) | Anti-Strip Additive | Contingent Sum |
| 401(6) | Asphalt Price Adjustment | Contingent Sum |
| 401(8) | Job Mix Design | Each |
| 401(9) | Joint Adhesive | Lineal Foot |

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

- 65 -

SECTION 703

AGGREGATES

Special Provisions

Add the following subsection:

703-1.01 AGGREGATES. Aggregates used for asphalt concrete pavement shall be derived from a granitic rock or from a source where all of the visible aggregates in it meets the specified quality. A Department geologist or Engineer must be inspect the source and certify this.

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 |
| 3/8 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 |

(2/28/00)R117M98

703-2.04 AGGREGATE FOR ASPHALT CONCRETE PAVEMENT. Under Coarse Aggregate, in the table, Change the following values;

L.A. Wear, % 50, max
Degradation Value 45, minFracture, % 90, min two face

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

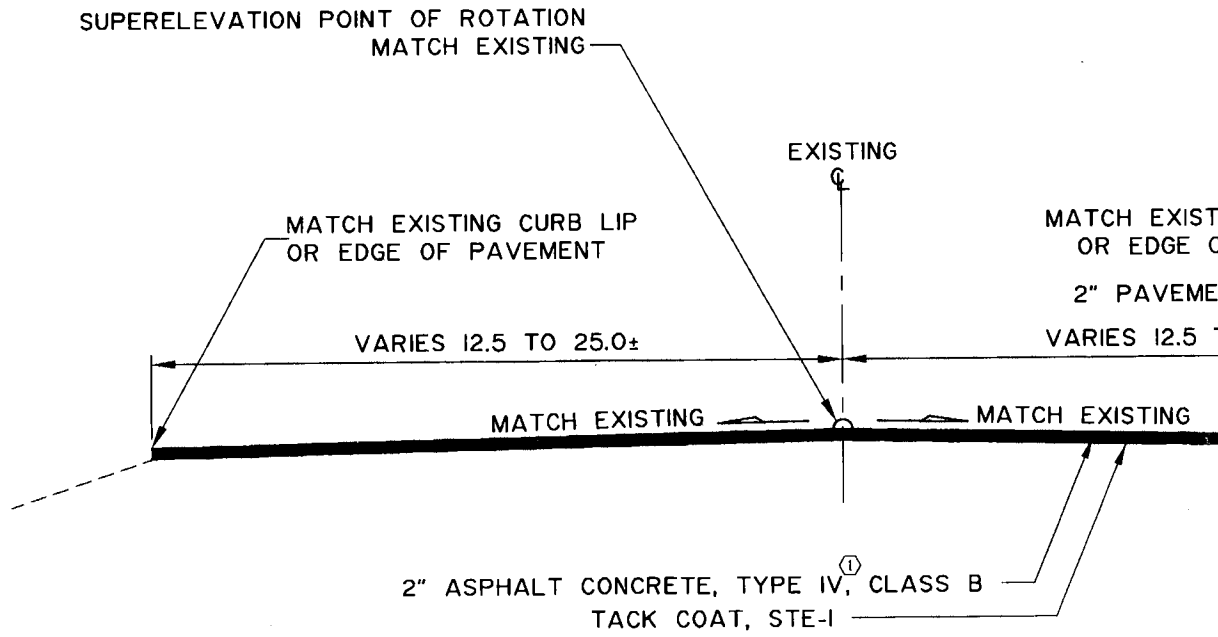
Add the following to Table 703-3:

| SIEVE, INCHES | GRADATION |
|-----------------------|-----------------------|
| | <i>Type IV</i> |
| <i>1 in.</i> | |
| <i>¾ in.</i> | <i>100</i> |
| <i>½ in.</i> | <i>85-100</i> |
| <i>3/8 in.</i> | <i>75-85</i> |
| <i>No. 4</i> | <i>55-65</i> |
| <i>No. 8</i> | <i>42-50</i> |
| <i>No. 16</i> | <i>32-42</i> |
| <i>No. 30</i> | <i>23-35</i> |
| <i>No. 50</i> | <i>15-22</i> |
| <i>No. 100</i> | <i>6-16</i> |
| <i>No. 200</i> | <i>4-8</i> |

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

| | | | | | | |
|------------------|---|----|----------------|-------------|------------|------|
| DRAWING LOCATION | DATE | | TIME | DESIGNED BY | CHECKED BY | DATE |
| | W:\Projects\57436 Unalaska Airport Beach Road\dwg\B_TYPICAL.dwg | | | | | |
| XREFS | SCALE | | LAYOUT | DESIGNED BY | CHECKED BY | DATE |
| | N/A | | | | | |
| N/A | | BI | 3:09:56 PM ADT | DESIGNED BY | CHECKED BY | DATE |
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 DATE 6/2/2004 3:10:17 PM ADT
 TIME
 LAYOUT CI
 SCALE N/A
 XREFS N/A
 DESIGNED BY JED
 CHECKED BY JED
 PLOTTED BY JED

ESTIMATE OF QUANTITIES

| ITEM NO. | PAY ITEM | PAY UNIT | 57436 QUANTITY | 57539 QUANTITY |
|----------|--|----------------|----------------|----------------|
| 202(15) | PAVEMENT PLANING | SQUARE YARD | 53,928 | 19,8 |
| 401(1B) | ASPHALT CONCRETE, TYPE IV; CLASS B ① | TON | 6,109 | 2,5 |
| 401(2) | ASPHALT CEMENT, PG 52-28 | TON | 336 | 1 |
| 401(5) | ANTI STRIP ADDITIVE | CONTINGENT SUM | ALL REQUIRED | ALL REQUIRED |
| 401(6) | ASPHALT PRICE ADJUSTMENT | CONTINGENT SUM | ALL REQUIRED | ALL REQUIRED |
| 401(9) | JOINT ADHESIVE | LINEAL FOOT | 28,913 | 8,0 |
| 402(1) | STE-1 ASPHALT FOR TACK COAT | TON | 11.3 | 5 |
| 404(1) | STE-1 ASPHALT FOR SEAL COAT | TON | | 9 |
| 604(4) | ADJUST EXISTING MANHOLE | EACH | 10 | |
| 627(10) | ADJUSTMENT OF VALVE BOX | EACH | 18 | |
| 640(1) | MOBILIZATION AND DEMOBILIZATION | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 641(1) | EROSION AND POLLUTION CONTROL ADMINISTRATION | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 641(2) | TEMPORARY EROSION AND POLLUTION CONTROL | CONTINGENT SUM | ALL REQUIRED | ALL REQUIRED |
| 642(1) | CONSTRUCTION SURVEYING | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 642(9) | REFERENCE EXISTING MONUMENT | EACH | 46 | |
| 643(2) | TRAFFIC MAINTENANCE | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 643(15) | FLAGGING | CONTINGENT SUM | ALL REQUIRED | ALL REQUIRED |
| 643(23) | TRAFFIC PRICE ADJUSTMENT | CONTINGENT SUM | ALL REQUIRED | ALL REQUIRED |
| 643(25) | TRAFFIC CONTROL | CONTINGENT SUM | ALL REQUIRED | ALL REQUIRED |
| 644(1) | FIELD OFFICE | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 644(2) | FIELD LABORATORY | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 644(8) | VEHICLE | EACH | 2 | |
| 644(9) | NUCLEAR DENSOMETER STORAGE | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 646(1) | CPM SCHEDULING | LUMP SUM | ALL REQUIRED | ALL REQUIRED |
| 651(1) | EAGLE MONITORING | CONTINGENT SUM | ALL REQUIRED | |
| 670(6) | PREFORMED PAVEMENT MARKINGS | LUMP SUM | ALL REQUIRED | ALL REQUIRED |

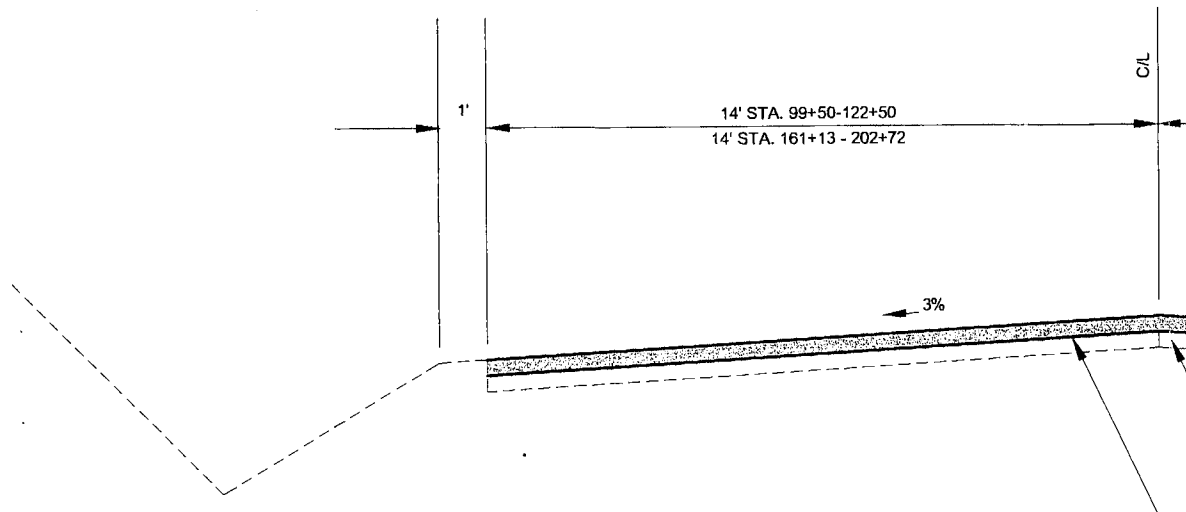
604(4) ADJUST MANHOLES

| SHEET NO. | STATION | OFFSET |
|-----------|---------|---------|
| N2 | 30+61 | RT CURB |
| N3 | 39+02 | 12 LT |
| N3 | 42+81 | 10 LT |
| N4 | 48+28 | 4 RT |
| N4 | 63+94 | 9 LT |
| N4 | 71+57 | 6 RT |
| N4 | 75+63 | 2 LT |
| N5 | 77+76 | 16 RT |
| N5 | 85+50 | 32 RT |
| N5 | 88+11 | 19 RT |

627(10) ADJUST VALV

| SHEET NO. | STATION |
|-----------|---------|
| N2 | 38+96 |
| N3 | 54+65 |
| N3 | 67+76 |
| N4 | 85+33 |
| N4 | 86+60 |
| N4 | 86+64 |
| N4 | 86+69 |
| N5 | 95+34 |
| N5 | 108+02 |
| N5 | 113+19 |
| N5 | 113+54 |
| N5 | 113+64 |
| N6 | 120+11 |
| N6 | 127+93 |
| N6 | 132+37 |
| N7 | 158+52 |
| N7 | 158+54 |

| | | | | |
|----------------------|---|-----------------------------------|-------------|-----------------------------|
| SPECIFICATIONS | THIS DRAWING NAME: S:\200401\detail 1.p | sec\200401\detail 1.dwg | DESIGNED BY | C.M./C.M. |
| SCALE | XREFS: | | CHECKED BY | C.M./C.M. |
| COMPUTER DESIGNATION | AUTOCAD-EMLEPOINT | PLOT: 1:1 FULL SIZE HALF SIZE 1:2 | DRAFTED BY | P.C. |
| | | | | PLOTTED: Jun 04 04 - 8:55am |



BROADWAY
TYPICAL

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

TABLE OF CONTENTS

(Federal-Aid Highways)

| | | | |
|----|---|----------|--------|
| 1. | <u>Invitation</u> (yellow) | | |
| | INVITATION FOR BIDS | 25D-7 | (8/01) |
| 2. | <u>Bid Notices</u> (yellow) | | |
| | REQUIRED DOCUMENTS | 25D-4A | (8/01) |
| | FEDERAL EEO BID CONDITIONS | 25A-301 | (8/01) |
| | DBE SUBCONTRACTABLE ITEMS | 25A-324 | (8/01) |
| 3. | <u>Forms</u> (yellow) | | |
| | SUBCONTRACTOR LIST | 25D-5 | (8/01) |
| | CONTRACTOR'S QUESTIONNAIRE | 25D-8 | (8/01) |
| | BID FORM | 25D-9 | (7/03) |
| | BID SCHEDULE | | |
| | CONSTRUCTION CONTRACT | 25D-10A | (8/01) |
| | PAYMENT BOND | 25D-12 | (8/01) |
| | PERFORMANCE BOND | 25D-13 | (8/01) |
| | BID BOND | 25D-14 | (8/01) |
| | MATERIAL ORIGIN CERTIFICATE | 25D-60 | (8/01) |
| | EEO-1 CERTIFICATION | 25A-304 | (8/01) |
| | DBE UTILIZATION REPORT | 25A-325C | (1/02) |
| | PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT | 25A-326 | (8/01) |
| | ALASKA BUSINESS LICENSE | | |
| | CONTRACTOR REGISTRATION | | |
| | CERTIFICATE OF INSURANCE | | |
| 4. | <u>Contract Provisions and Specifications</u> (white) | | |
| | STANDARD MODIFICATIONS | | |
| | SPECIAL PROVISIONS | | |
| | APPENDIX A: EROSION AND SEDIMENT CONTROL PLAN | | |
| | APPENDIX B: CONSTRUCTION SURVEYING REQUIREMENTS | | |
| | APPENDIX C: MATERIALS CERTIFICATION LIST | | |
| | REQUIRED CONTRACT PROVISIONS FOR | | |
| | FEDERAL-AID CONSTRUCTION CONTRACTS | 25D-55 | (8/01) |
| 5. | <u>Federal Wage Rates</u> (yellow) | | |
| 6. | <u>State Wage Rates</u> (yellow) | | |



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION FOR BIDS
for Construction Contract

Date June 11, 2004

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539**

Location of Project: Unalaska, Alaska

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

Issuing Office: Central Region

State Funded [☐]

Federal Aid [☒]

Description of Work:

This federally funded and City of Unalaska funded combined project will resurface Unalaska Beach Road and Broadway & East Broadway Avenue, by pavement planing, and paving using Type II asphalt concrete. Includes preformed markings. The City project includes seal coat.

The Engineer's Estimate is between **\$1,000,000 and \$2,500,000.**

All work shall be completed by **August 15, 2004.**

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 2:00PM local time, in the main conference room, 4111 Aviation Avenue, Anchorage, Alaska on, June 25, 2004.

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:

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.**

Project No.'s STP-0310(7)/57436 & 57539

ATTN:

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 **Sharon L. Smith P.E., Chief of Contracts** at the Contracts Section, 4111 Aviation Avenue, prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to **Sharon L. Smith, P.E., Chief of Contracts**. 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 Special Notice to Bidders for this project and also the attached Special Notice to Bidders for new Department of Labor reporting requirements and fees.

Plans and Specifications may be ordered, for the price of **\$100.00** 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:

John Dickenson, P.E.

Phone: (907) 269-0572

Fax: (907) 243-4409

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

**The Bid Calendar, Planholders list, Bid Results and DBE information are available on the internet at:
www.dot.state.ak.us 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 Standard Specifications for Highway Construction** are 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. 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 publication, Alaska Storm Water Pollution Prevention Plan Guide, October 2003.
 - c. Department of Transportation and Public Facilities - Sign Face Fabrication Requirements
 - d. Standard Specifications for Highway Construction 2002. (\$25.00)
 - e. Alaska Test Methods Manual (Lab & Field), 2004 Edition. (\$25.00)
2. The Department has approved an environmental document addressing concerns and environmental commitments and is available for review in the office of the Preliminary Design and Environmental Supervisor, (907) 269-0549.
3. The Materials Certification List (MCL) has been included in Appendix C. This list is provided for the Contractor 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.
4. Bidders should give special attention to the Item B of the Contactor's Questionnaire and the Pre-Award submittals.
5. Section 401 Asphalt Concrete Pavement requires:
 - a daily average production rate greater than 200 tons per hour
 - coring of the existing pavement
 - joint sealing and joint adhesive
 - sampling and testing of mix taken behind the paver
 - thermal imaging and monitoring of laydown temperatures
 - anti-segregation equipment on pavers
6. A prerequisite to the issuance of the NTP (Notice to Proceed) will be the submittal and approval of the following:
 - a. Paving plan showing the equipment (include catalog cuts) to be used on the project to support the required average daily production rate greater than 200 tons per hour. Plan must address;
 - 1) Asphalt heating
 - 2) Asphalt plant operation
 - 3) Haul equipment
 - 4) Laydown and compaction equipment
 - b. Contractor process control plan and equipment that address;
 - 1) Plant operation – calibration, moisture, gradation, and asphalt content, temperature
 - 2) Laydown and compaction – temperature, sampling, gradation, asphalt content, density
 - 3) Names and Qualifications of persons performing work, and the equipment to be used.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SPECIAL NOTICE TO BIDDERS

NEW "LITTLE DAVIS BACON ACT" CHANGES FILING PROCESS AND ASSESSES SPECIAL FEES ON PUBLIC WORKS CONSTRUCTION PROJECTS

The news release concerning these changes is at: <http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Murkowski signed CSHB 155 into law on June 16, 2003. This new law allows contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), **and** it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at:
<http://www.labor.state.ak.us/lss/lssforms.htm>

Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statute and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

The prime Contractor working on any public construction project of \$2,000 or more must file a "Notice of Work" and a "Notice of Completion" form with the DOLWD.

A one percent filing fee will be assessed on contracts greater than \$25,000. The fee will be based on the estimated value of work to be performed by the prime contractor, and one percent of the value of each subcontractor's price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the "Notice of Work" form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until notice from the DOLWD that they have processed the Contractors "Notice of Completion" form. The "Notice of Work" and "Notice of Completion" forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

- **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

- **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

Juneau 907.465.4842

Anchorage 907.269.4900

Fairbanks 907.451.2886



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)**
14. Copy of the Department of Environmental air quality permit for the hot plant to be used on the project, note that it must show a production rate of greater than 200 tons per hour. **See Section 401-3.03**



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.

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. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period of an approved training program and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the DOL. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through 7(p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539

The original DBE Utilization Goal for this project is: 4.1 % 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, Good Faith Effort Criteria.

| BID ITEM NO. | DESCRIPTION OF WORK OR PORTION OF WORK | CATEGORY |
|--------------|--|---|
| 642(1) | Construction Surveying | Surveying-Licensed-Construction |
| 642(9) | Reference Existing Monument | Surveying-Licensed-Construction |
| 670(6) | Preformed Pavement Markings | Traffic Markings-Thermoplastic-Construction |
| | | |
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(Continued on Reverse Side)



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

**Unalaska: Airport Beach Road Paving & Broadway and East Broadway Ave.
#STP-0310(7)/57436 & 57539**

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 non-responsive 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 1/2 of 1% of the contract amount.

or

☒ Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY ASTERICK (*) DENOTES A PARTIAL

| FIRM NAME, ADDRESS, PHONE NO. | AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO. | SCOPE OF WORK TO BE PERFORMED |
|--|--|----------------------------------|
| Midnight Sun Services, Inc. 1704 Ship Avenue Anchorage, Alaska 99501 | BL 240268 CL 24573 | 670(6) (907)338-6552 |
| TWA Surveying 11400 Old Seward Highway Anchorage, Alaska 99515 | BL 265785 CL 4725 | 642(1), 642(9) (907)344-5990 |
| | | |
| | | |
| | | |

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.

V. President

Signature of Authorized Company Representative
QAP

Title
240 W. 68th Avenue, Anchorage, AK 99518

Company Name
June 30, 2004

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

(907) 522-2211

Date

Phone Number

2. What percent of the total value of this contract do you intend to subcontract? 6 %

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

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

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

C. EXPERIENCE

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

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

Glenn Highway, MP 100-109, #IM-BR-OA1-5(9)/55264, \$34 Million

Homer East End Road, #STP-0414(9)/51609, \$11.9 Million

Knik Goose Bay Road, #NH-0538(10)/56547, \$9 Million

Seward Hwy., MP 96-102, #NH-OA3-1(28)/54433, \$19 Million

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.

See Attachment A

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

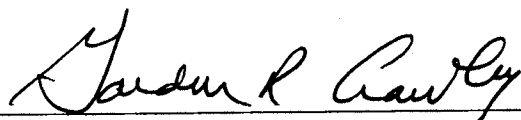
QAP

Name of Contractor

Gordon R. Crawley, President

Name and Title of Person Signing

Signature



July 6, 2004

Date

QAP
Contractor's Questionnaire
Attachment "B"

B. EQUIPMENT

| ITEM | QTY. | MAKE | MODEL | SIZE CAPACITY | PRESENT MARKET VALUE |
|-----------------|------|---------------|-------------|------------------|----------------------------|
| Asphalt Plant | 1 | CMI | 1900 | 500T/Hr. | \$800,000 |
| Crushing Plant | 1 | Eljay | | 500T/Hr. | \$645,000 |
| Loaders | 3 | CAT | 950,988,980 | 6, 8, 5 CY | \$375,000 |
| Loaders | 3 | Komatsu | 600 | 8 CY | \$300,000 |
| Loaders | 5 | CAT | 988B | 7 CY | \$500,000 |
| Graders | 3 | CAT | 16 | 16' | \$240,000 |
| Dozers | 5 | CAT | D9 | | \$500,000 |
| Scrapers | 10 | Euclid | TS24B | 30 CY | \$600,000 |
| Paving Machine | 1 | Barber Greene | SA150 | | \$125,000 |
| Asphalt Rollers | 3 | Hyster | | 10 Ton | \$90,000 |
| Grader Rollers | 3 | Various | | 10 Ton | \$75,000 |

QAP
Contractor's Questionnaire
Attachment "A"

2. EXPERIENCE

| | |
|---|--|
| Kenai Peninsula – Bean Creek Paving & Trans. Completed October 2001 Rehab, recondition & pave three roads | Project # MGE-0001(913)/54106 Contract \$ 1,590,463.55 |
| Nome Roads Surfacing, Phase I Completed October 2001 Embankment construction & pave Nome roads | Project # STP-0002(91)/60413 Contract \$ 1,494,465.00 |
| AIA RON Parking Hardstand Completed October 2001 Reconstruction of Airport Apron | Project #AIP 3-02-0016-xx01(LOI)/54340 Contract \$ 3,083,239.00 |
| Sterling Highway, Soldotna Urban Roads Completed October 2002 One Mile Rehabilitation | Project #NHS-021-1(47)/54583 Contract \$ 3,068,028.50 |



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID FORM

for

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539**

by

QAP

Company Name
240 W. 68th Avenue, Anchorage, AK 99518

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

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

In compliance with your Invitation to Bid dated **June 11, 2004**, 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 **Unalaska**, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of **3** sheets, 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 **August 15, 2004**, 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 |
|----------------|-------------|----------------|-------------|----------------|-------------|
| One | 06/23/04 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Jon Fuglestad, V. President

Typed Name and Title

(907) 522-2211

Phone Number

007) 344-7723

Fax Number



**ADDENDUM NO. 1
ATTACHMENT NO. 2**

BID SCHEDULE

Page 1 of 3

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

Project: 57436
UNALASKA AIRPORT BEACH ROAD

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 4.1 % 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 (15) | PAVEMENT PLANING | SQUARE YARD | 73,748 | \$ 4 - | \$ 294,992 - |
| 401 (1B) | ASPHALT CONCRETE, TYPE IV, CLASS B | TON | 8,609 | \$ 140 - | \$ 1,205,260 - |

QAP
240 W. 68th Ave.
Anchorage, AK 99518

BID SCHEDULE
Project Number: STP-0310(7) / 57436
UNALASKA AIRPORT BEACH ROAD

Name of Bidding Firm: _____



BID SCHEDULE

Page 2 of 3

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 =====

| | | | | | |
|---------|--|----------------|--------------|------------------|--------------|
| 401(2) | ASPHALT CEMENT, PG 52-28 | TON | 474 | \$ 500 - | \$ 237,000 - |
| 401(5) | ANTI STRIP ADDITIVE | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 1,000.00 |
| 401(6) | ASPHALT PRICE ADJUSTMENT | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 35,000.00 |
| 401(9) | JOINT ADHESIVE | LINEAL FOOT | 36,913 | \$ 2 - | \$ 73,826 - |
| 402(1) | STE-1 ASPHALT FOR TACK COAT | TON | 16.3 | \$ 600 - | \$ 9760 - |
| 404(1) | STE-1 ASPHALT FOR SEAL COAT | TON | 9 | \$ 600 - | \$ 5400 - |
| 604(4) | ADJUST EXISTING MANHOLE | EACH | 10 | \$ 1000 - | \$ 10,000 - |
| 627(10) | ADJUSTMENT OF VALVE BOX | EACH | 18 | \$ 1000 - | \$ 18,000 - |
| 640(1) | MOBILIZATION AND DEMOBILIZATION | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ 180,000 - |
| 641(1) | EROSION AND POLLUTION CONTROL ADMINISTRATION | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ 4000 - |
| 641(2) | TEMPORARY EROSION AND POLLUTION CONTROL | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 5,000.00 |
| 642(1) | CONSTRUCTION SURVEYING | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ 20,000 - |
| 642(9) | REFERENCE EXISTING MONUMENT | EACH | 46 | \$ 200 - | \$ 9200 - |
| 643(2) | TRAFFIC MAINTENANCE | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ 20,000 - |

QAP
240 W. 68th Ave.
Anchorage, AK 99518

BID SCHEDULE
Project Number: STP-0310(7) / 57436.
Unalaska Airport Beach Road

Name of Bidding Firm: _____



BID SCHEDULE

Page 3 of 3

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 =====

| | | | | | |
|------------------|-----------------------------|----------------|--------------|------------------|-----------------------|
| 643 (15) | FLAGGING | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 15,000.00 |
| 643 (23) | TRAFFIC PRICE ADJUSTMENT | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 0.00 |
| 643 (25) | TRAFFIC CONTROL | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 25,000.00 |
| 644 (1) | FIELD OFFICE | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ <u>7000 -</u> |
| 644 (2) | FIELD LABORATORY | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ <u>6000 -</u> |
| 644 (8) | VEHICLE | EACH | 2 | \$ <u>4500 -</u> | \$ <u>9000 -</u> |
| 644 (9) | NUCLEAR DENSOMETER STORAGE | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ <u>3000 -</u> |
| 646 (1) | CPM SCHEDULING | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ <u>500 -</u> |
| 651 (1) | EAGLE MONITORING | CONTINGENT SUM | ALL REQUIRED | (CONTINGENT SUM) | \$ 5,000.00 |
| 670 (6) | PREFORMED PAVEMENT MARKINGS | LUMP SUM | ALL REQUIRED | (LUMP SUM) | \$ <u>100,000 -</u> |
| Total Basic Bid: | | | | | \$ <u>2,290,950 -</u> |

BID SCHEDULE

Project Number: STP-0310(7) / 57436

Unalaska Airport Beach Road

QAP
240 W. 68th Ave.
Anchorage, AK 99518

Name of Bidding Firm: _____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.**
Project No.'s STP-0310(7)/57436 & 57539

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

QAP

Company Name

240 W. 68th Avenue, Anchorage, Alaska 99518

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 Alaska, 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 **Two Million, Two Hundred Ninety Eight Thousand, Nine Hundred Fifty Eight and No/100 Dollars (\$2,298,958.00)**, 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: **August 15, 2004** or within **N/A** 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 **One Thousand Five Hundred and No/100 dollars (\$1,500.00)** 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 \$1,149,479.00 Payment Bond, and \$1,149,479.00 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

QAP

Company Name

Gordon R. Crawley

Signature of Authorized Company Representative

Gordon R. Crawley, President

Typed Name and Title

July 6, 2004

Date



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

Steven R. Horn

Signature of Contracting Officer

Steven R. Horn, P.E.

Typed Name

7/8/04

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. 014033998/8756068

For
Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That QAP
of 240 W. 68th Avenue, Anchorage, Alaska 99518 as Principal,
and LIBERTY MUTUAL INSURANCE COMPANY AND FIDELITY AND DEPOSIT COMPANY OF MARYLAND
of MASSACHUSETTS AND MARYLAND as Surety,

firmly bound and held unto the State of Alaska in the penal sum of
One Million, One Hundred Forty Nine Thousand, Four Hundred Seventy Nine and No/100 Dollars

(\$1,149,479.00) 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 8th of July
A.D., 20 04, 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 NEW YORK, NEW YORK,
this 2ND day of JULY A.D., 20 04.



Principal: QAP

Address: 240 W. 68th Avenue, Anchorage, AK 99518

By: Gordon R. Crawley

Contact Name: Gordon R. Crawley, President

Phone: (907) 522-2211

Surety: LIBERTY MUTUAL INSURANCE COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Address: 8044 MONTGOMERY RD, CINCINNATI, OH 45236 1400 AMERICAN LANE, SCHAMBERG, IL 60196

By: Pamela K. Rife

PAMELA K. RIFE, ATTORNEY-IN-FACT

Contact Name: PAMELA K. RIFE

BY: Pamela K. Rife

PAMELA K. RIFE, ATTORNEY-IN-FACT

Phone: (212) 344-8888

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

Scott E. Horn

Alaska Department of Transportation & Public Facilities Authorized Representative

7/8/04
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. 014033998/8756068

For

Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That QAP
of 240 W. 68th Avenue, Anchorage, Alaska 99518 as Principal,
and LIBERTY MUTUAL INSURANCE COMPANY AND FIDELITY AND DEPOSIT COMPANY OF MARYLAND
of MASSACHUSETTS AND MARYLAND as Surety,

firmly bound and held unto the State of Alaska in the penal sum of
One Million, One Hundred Forty Nine Thousand, Four Hundred Seventy Nine and No/100 Dollars

(\$1,149,479.00) 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 8th of July
A.D., 2004, 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 NEW YORK, NEW YORK
this 2ND day of JULY A.D., 2004.



Principal: QAP
Address: 240 W. 68th Avenue, Anchorage, AK 99518
By: Gordon R. Crawley
Contact Name: Gordon R. Crawley, President
Phone: (907) 522-2211

Surety: LIBERTY MUTUAL INSURANCE COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Address: 8044 MONTGOMERY RD, CINCINNATI OH 45236 1400 AMERICAN LA., SCHAMBERG, IL 60196
By: Pamela K. Rife ATTORNEY-IN-FACT Pamela K. Rife ATTORNEY-IN-FACT
Contact Name: PAMELA K. RIFE
Phone: (212) 344-8888

The offered bond has been checked for adequacy under the applicable statutes and regulations:
Mary E. Horn 7/8/04
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.

1478451

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint
PAMELA K. RIFE, RONALD DIGGS, KAREN MCMULLIN, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK.....

.....
each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100******* DOLLARS (\$ **50,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of March, 2004.

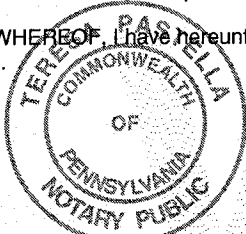
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of March, 2004, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of July, 2004.



By David M. Carey
David M. Carey, Assistant Secretary

ralic, nor, a, n, can, r of lit, b, depc
currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

| LIABILITIES, SURPLUS AND OTHER FUNDS | | 1 | 2 |
|--|--|-----------------|-----------------|
| | | Current Year | Prior Year |
| 1. Losses (Part 2A, Line 34, Column 8) | | 8,334,384,830 | 7,843,934,245 |
| 2. Reinsurance payable on paid loss and loss adjustment expenses (Schedule F, Part 1, Column 6) | | 29,467,012 | 11,796,518 |
| 3. Loss adjustment expenses (Part 2A, Line 34, Column 9) | | 1,648,044,852 | 1,494,942,432 |
| 4. Commissions payable, contingent commissions and other similar charges | | 77,518,988 | 18,719,154 |
| 5. Other expenses (excluding taxes, licenses and fees) | | 297,417,888 | 302,742,031 |
| 6. Taxes, licenses and fees (excluding federal and foreign income taxes) | | 227,063,137 | 229,682,905 |
| 7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses)) | | 57,144,082 | 147,343,450 |
| 7.2 Net deferred tax liability | | | |
| 8. Borrowed money \$ 38,352,075 and interest thereon \$ 475,708 | | 38,828,782 | 445,105,146 |
| 9. Unearned premiums (Part 1A, Line 37, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 2,282,995,172 and including warranty reserves of \$ 0) | | 2,423,884,665 | 2,032,173,547 |
| 10. Advance premium | | 24,228,007 | 15,396,921 |
| 11. Dividends declared and unpaid: | | | |
| 11.1 Stockholders | | | |
| 11.2 Policyholders | | 2,217,160 | 35,644,457 |
| 12. Ceded reinsurance premiums payable (net of ceding commissions) | | 534,723,921 | 486,934,549 |
| 13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19) | | 2,293,414,541 | 1,905,190,754 |
| 14. Amounts withheld or retained by company for account of others | | 71,237,910 | 115,925,713 |
| 15. Remittances and items not allocated | | | |
| 16. Provision for reinsurance (Schedule F, Part 7) | | 142,898,781 | 164,160,271 |
| 17. Net adjustments in assets and liabilities due to foreign exchange rates | | | |
| 18. Drafts outstanding | | 257,130,803 | 202,597,173 |
| 19. Payable to parent, subsidiaries and affiliates | | | |
| 20. Payable to securities | | 150,878,309 | 457,221,010 |
| 21. Liability for amounts held under uninsured accident and health plans | | | |
| 22. Capital notes \$ 0 and interest thereon \$ 0 | | | |
| 23. Aggregate write-ins for liabilities | | (588,526,364) | (620,760,609) |
| 24. Total liabilities excluding protected cell liabilities (Lines 1 through 23) | | 16,022,057,314 | 15,288,749,667 |
| 25. Protected cell liabilities | | | |
| 26. Total liabilities (Lines 24 and 25) | | 16,022,057,314 | 15,288,749,667 |
| 27. Aggregate write-ins for special surplus funds | | 702,727,523 | 733,738,917 |
| 28. Common capital stock | | 10,000,000 | 10,000,000 |
| 29. Preferred capital stock | | | |
| 30. Aggregate write-ins for other than special surplus funds | | 1,250,000 | 1,250,000 |
| 31. Surplus notes | | 1,141,346,459 | 1,341,182,628 |
| 32. Gross paid in and contributed surplus | | 1,430,234,931 | 81,646,843 |
| 33. Unassigned funds (surplus) | | 2,637,535,421 | 2,039,830,832 |
| 34. Less treasury stock, at cost: | | | |
| 34.1 0 shares common (value included in Line 28 \$ 0) | | | |
| 34.2 0 shares preferred (value included in Line 29 \$ 0) | | | |
| 35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 35) | | 6,123,094,334 | 4,007,749,226 |
| 36. TOTALS (Page 2, Line 26, Col. 3) | | 22,145,151,646 | 19,296,498,867 |
| DETAILS OF WRITE-INS | | | |
| 2301. Amounts held under uninsured plans | | 343,142,987 | 299,592,639 |
| 2302. Other liabilities | | 259,757,476 | 203,428,851 |
| 2303. Retroactive reinsurance reserve - ceded | | (1,363,066,452) | (1,383,617,325) |
| 2398. Summary of remaining write-ins for Line 23 from overflow page | | 171,639,625 | 259,834,226 |
| 2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above) | | (588,526,364) | (620,760,609) |
| 2701. Special surplus from retroactive reinsurance | | 702,727,523 | 733,738,917 |
| 2702. | | | |
| 2703. | | | |
| 2798. Summary of remaining write-ins for Line 27 from overflow page | | | |
| 2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above) | | 702,727,523 | 733,738,917 |
| 3001. Guaranty funds | | 1,250,000 | 1,250,000 |
| 3002. | | | |
| 3003. | | | |
| 3098. Summary of remaining write-ins for Line 30 from overflow page | | | |
| 3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above) | | 1,250,000 | 1,250,000 |

State of Massachusetts
County of Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that (1) state law may differ, or (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

Edmund F. Kelly
(Signature)

Edmund Francis Kelly
(Printed Name)
President (Chairman & CEO)

Dexter R. Legg
(Signature)

Dexter Robert Legg
(Printed Name)
Secretary

Laurance Henry Soyler Yahl
(Signature)

Laurance Henry Soyler Yahl
(Printed Name)
Treasurer

Subscribed and sworn to before me this
16 day of February

Cynthia Lau

a. Is this an original filing? YES [X] NO []

b. If not:

1. State the amendment number
2. Date filed
3. Number of pages attached

ASSETS

| | Current Year | | | Prior Year |
|--|----------------|--------------------|-----------------------------------|---------------------|
| | 1 | 2 | 3 | 4 |
| | Assets | Nonadmitted Assets | Net Admitted Assets (Cols. 1 - 2) | Net Admitted Assets |
| 1. Bonds (Schedule D) | 10,155,163,434 | | 10,155,163,434 | 8,468,975,732 |
| 2. Stocks (Schedule D): | | | | |
| 2.1 Preferred stocks | 120,146,803 | | 120,146,803 | 109,948,274 |
| 2.2 Common stocks | 5,204,104,751 | | 5,204,104,751 | 4,693,614,837 |
| 3. Mortgage loans on real estate (Schedule B): | | | | |
| 3.1 First liens | | | | |
| 3.2 Other than first liens | | | | |
| 4. Real estate (Schedule A): | | | | |
| 4.1 Properties occupied by the company (less \$ 0 encumbrances) | 214,376,886 | | 214,376,886 | 179,919,527 |
| 4.2 Properties held for the production of income (less \$ 0 encumbrances) | 1,056,090 | | 1,056,090 | 1,129,481 |
| 4.3 Properties held for sale (less \$ 0 encumbrances) | | | | 384,949 |
| 5. Cash (\$ 150,190,447, Schedule E-Part 1), cash equivalents (\$ 0, Schedule E-Part 2) and short-term investments (\$ 273,027,272, Schedule DA) | 423,217,719 | | 423,217,719 | 1,105,465,241 |
| 6. Contract loans (including \$ 0 premium notes) | | | | |
| 7. Other invested assets (Schedule BA) | 973,135,974 | | 973,135,974 | 732,531,144 |
| 8. Receivable for securities | 10,821,182 | | 10,821,182 | 16,600,818 |
| 9. Aggregate write-ins for invested assets | | | | |
| 10. Subtotals, cash and invested assets (Lines 1 to 9) | 17,102,022,839 | | 17,102,022,839 | 15,308,570,003 |
| 11. Investment income due and accrued | 130,435,960 | | 130,435,960 | 127,837,231 |
| 12. Premiums and considerations: | | | | |
| 12.1 Uncollected premiums and agents' balances in the course of collection | 681,859,134 | 8,379,231 | 673,479,903 | 622,435,981 |
| 12.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums) | 973,405,672 | | 973,405,672 | 816,117,738 |
| 12.3 Accrued retrospective premiums | 556,511,628 | 53,054,048 | 503,447,580 | 440,566,485 |
| 13. Reinsurance: | | | | |
| 13.1 Amounts recoverable from reinsurers | 324,809,376 | | 324,809,376 | 315,563,551 |
| 13.2 Funds held by or deposited with reinsured companies | 581,442,551 | | 581,442,551 | 633,982,604 |
| 13.3 Other amounts receivable under reinsurance contracts | | | | |
| 14. Amounts receivable relating to uninsured plans | 2,750,281 | 2,750,281 | | |
| 15.1 Current federal and foreign income tax recoverable and interest thereon | | | | |
| 15.2 Net deferred tax asset | 936,855,421 | 503,979,850 | 432,875,471 | 322,261,624 |
| 16. Guaranty funds receivable or on deposit | 28,941,454 | | 28,941,454 | 18,910,233 |
| 17. Electronic data processing equipment and software | 113,354,731 | 64,340,423 | 49,014,308 | 54,320,524 |
| 18. Furniture and equipment, including health care delivery assets (\$ 0) | 23,477,300 | 23,477,300 | | |
| 19. Net adjustment in assets and liabilities due to foreign exchange rates | | | | |
| 20. Receivables from parent, subsidiaries and affiliates | 938,737,486 | | 938,737,486 | 300,171,841 |
| 21. Health care (\$ 0) and other amounts receivable | | | | |
| 22. Other assets nonadmitted | 24,354,631 | 24,354,631 | | |
| 23. Aggregate write-ins for other than invested assets | 386,916,041 | 80,477,003 | 306,439,038 | 334,661,072 |
| 24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23) | 22,905,974,515 | 760,822,867 | 22,145,151,648 | 19,296,498,887 |
| 25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts | | | | |
| 26. Total (Lines 24 and 25) | 22,905,974,515 | 760,822,867 | 22,145,151,648 | 19,296,498,887 |

| DETAILS OF WRITE-INS | | | | |
|---|-------------|------------|-------------|-------------|
| 0901. | | | | |
| 0902. | | | | |
| 0903. | | | | |
| 0998. Summary of remaining write-ins for Line 9 from overflow page | | | | |
| 0999. Totals (Lines 0901 through 0903 + 0998) (Line 9 above) | | | | |
| 2301. Other assets | 103,116,803 | 75,669,644 | 27,447,159 | 29,771,921 |
| 2302. Cash surrender value life insurance | 104,600,739 | | 104,600,739 | 145,286,916 |
| 2303. Equities and deposits in pools and associations | 30,417,339 | | 30,417,339 | 23,507,413 |
| 2398. Summary of remaining write-ins for Line 23 from overflow page | 148,781,160 | 4,807,359 | 143,973,801 | 136,094,822 |
| 2399. Totals (Lines 2301 through 2303 + 2398) (Line 23 above) | 386,916,041 | 80,477,003 | 306,439,038 | 334,661,072 |

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Pamela K. RIFE, Christine V. MCKENNA, Ronald DIGGS and Karen MCMULLIN, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Pamela K. RIFE, Christine V. MCKENNA, Ronald DIGGS, Karen MCMULLIN, dated February 19, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of October, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith

Assistant Secretary

By:

Paul C. Rogers

Vice President

State of Maryland }
City of Baltimore } ss:

On this 6th day of October, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 2nd day of July, 2004.

A. D. Sanchez

Assistant Secretary



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
3910 KESWICK ROAD, BALTIMORE, MD 21203

Statement of Financial Condition
As Of December 31, 2003

ASSETS

| | |
|---|-----------------------|
| Bonds..... | \$ 125,371,211 |
| Stocks..... | 35,569,210 |
| Mortgage Loans..... | 2,514,286 |
| Cash in Banks and Offices and Short Term Investments..... | 1,188,921 |
| Other Accounts Receivable..... | 1,455,823 |
| TOTAL ADMITTED ASSETS..... | \$ 166,099,451 |

LIABILITIES, SURPLUS AND OTHER FUNDS

| | |
|--|------------------------|
| Reserve for Taxes and Expenses..... | \$ 154,962 |
| TOTAL LIABILITIES..... | \$ 154,962 |
| Capital Stock, Paid Up..... | \$ 5,000,000 |
| Surplus..... | 160,944,489 |
| Surplus as regards Policyholders..... | 165,944,489 |
| TOTAL..... | \$ 166,099,451 |

Securities carried at \$15,107,004 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2003 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$166,895,955 and surplus as regards policyholders \$166,740,637.

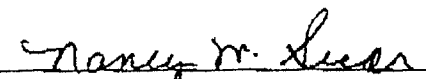
I, DAVID A. BOWERS, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2003.



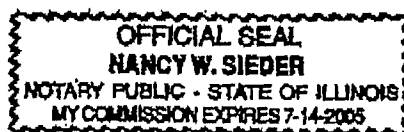
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 27th day of February, 2004.



Notary Public





ZURICH

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$__waived__. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID BOND

For
Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539

DATE BOND EXECUTED: JUNE 25, 2004

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

QAP
240 W. 68TH AVENUE
ANCHORAGE, AK 99518

☐ Individual ☐ Partnership
☐ Joint Venture ☒ Corporation

STATE OF INCORPORATION:

ALASKA

SURETY(IES) (Name and business address):

A.
LIBERTY MUTUAL INSURANCE
COMPANY
8044 MONTGOMERY ROAD
CINCINNATI, OH 45236

B.

C.

PENAL SUM OF BOND:

FIVE PERCENT OF AMOUNT BID

5%

DATE OF BID:

JUNE 25, 2004

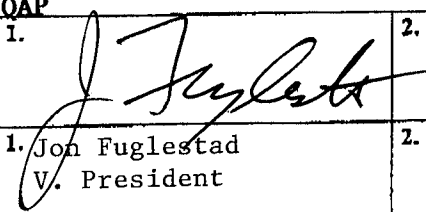
We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

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.

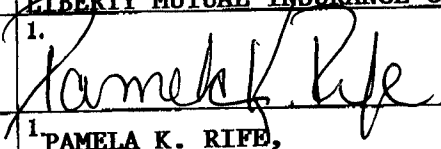
PRINCIPAL

| | | | |
|----------------------------|--|----|----|
| Signature(s) | 1.  | 2. | 3. |
| Name(s) & Title(s) (Typed) | 1. Jon Fuglestad V. President | 2. | 3. |

See Instructions on Reverse



CORPORATE SURETY(IES)

| | | | |
|--------------------------------|--|--|-----------------------|
| Surety A | Name of Corporation LIBERTY MUTUAL INSURANCE COMPANY | State of Incorporation MASSACHUSETTS | Liability Limit \$ |
| Signature(s) | 1.  2. | | Corporate Seal |
| Name(s) & Titles (Typed) | 1. PAMELA K. RIFE, ATTORNEY-IN-FACT 2. | | |

| | | | |
|--------------------------------|---------------------|------------------------|-----------------------|
| Surety B | Name of Corporation | State of Incorporation | Liability Limit \$ |
| Signature(s) | 1. | 2. | Corporate Seal |
| Name(s) & Titles (Typed) | 1. | 2. | |

| | | | |
|--------------------------------|---------------------|------------------------|-----------------------|
| Surety C | 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.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint
PAMELA K. RIFE, RONALD DIGGS, KAREN MCMULLIN, ALL OF THE CITY OF NEW YORK, STATE OF NEW YORK.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of March, 2004.

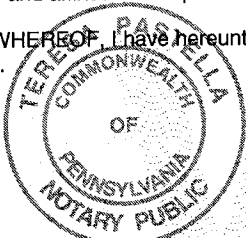
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of March, 2004, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25 day of June, 2004.



By David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

valid, not currency rate, interest rate or residual value guarantees.

ASSETS

| | Current Year | | | Prior Year |
|--|----------------|----------------------------|--|-----------------------------|
| | 1 Assets | 2 Nonadmitted Assets | 3 Net Admitted Assets (Cols. 1 - 2) | 4 Net Admitted Assets |
| 1. Bonds (Schedule D) | 10,155,163,434 | | 10,155,163,434 | 8,468,975,732 |
| 2. Stocks (Schedule D): | | | | |
| 2.1 Preferred stocks | 120,146,803 | | 120,146,803 | 109,948,274 |
| 2.2 Common stocks | 5,204,104,751 | | 5,204,104,751 | 4,693,614,837 |
| 3. Mortgage loans on real estate (Schedule B): | | | | |
| 3.1 First liens | | | | |
| 3.2 Other than first liens | | | | |
| 4. Real estate (Schedule A): | | | | |
| 4.1 Properties occupied by the company (less \$ 0 encumbrances) | 214,376,886 | | 214,376,886 | 179,919,527 |
| 4.2 Properties held for the production of income (less \$ 0 encumbrances) | 1,056,090 | | 1,056,090 | 1,129,481 |
| 4.3 Properties held for sale (less \$ 0 encumbrances) | | | | 384,949 |
| 5. Cash (\$ 150,190,447, Schedule E-Part 1), cash equivalents (\$ 0, Schedule E-Part 2) and short-term investments (\$ 273,027,272, Schedule DA) | 423,217,719 | | 423,217,719 | 1,105,465,241 |
| 6. Contract loans (including \$ 0 premium notes) | | | | |
| 7. Other invested assets (Schedule BA) | 973,135,974 | | 973,135,974 | 732,531,144 |
| 8. Receivable for securities | 10,821,182 | | 10,821,182 | 16,600,818 |
| 9. Aggregate write-ins for invested assets | | | | |
| 10. Subtotals, cash and invested assets (Lines 1 to 9) | 17,102,022,839 | | 17,102,022,839 | 15,309,570,003 |
| 11. Investment income due and accrued | 130,435,960 | | 130,435,960 | 127,837,231 |
| 12. Premiums and considerations: | | | | |
| 12.1 Uncollected premiums and agents' balances in the course of collection | 681,959,134 | 8,379,231 | 673,579,903 | 622,435,981 |
| 12.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums) | 973,405,672 | | 973,405,672 | 816,117,738 |
| 12.3 Accrued retrospective premiums | 556,511,628 | 53,064,048 | 503,447,580 | 440,666,485 |
| 13. Reinsurance: | | | | |
| 13.1 Amounts recoverable from reinsurers | 324,809,376 | | 324,809,376 | 315,563,551 |
| 13.2 Funds held by or deposited with reinsured companies | 681,442,551 | | 681,442,551 | 633,982,604 |
| 13.3 Other amounts receivable under reinsurance contracts | | | | |
| 14. Amounts receivable relating to uninsured plans | 2,750,281 | 2,750,281 | | |
| 15.1 Current federal and foreign income tax recoverable and interest thereon | | | | |
| 15.2 Net deferred tax asset | 936,855,421 | 503,979,950 | 432,875,471 | 322,261,624 |
| 16. Guaranty funds receivable or on deposit | 28,941,454 | | 28,941,454 | 18,910,233 |
| 17. Electronic data processing equipment and software | 113,354,731 | 64,340,423 | 49,014,308 | 54,320,524 |
| 18. Furniture and equipment, including health care delivery assets (\$ 0) | 23,477,300 | 23,477,300 | | |
| 19. Net adjustment in assets and liabilities due to foreign exchange rates | | | | |
| 20. Receivables from parent, subsidiaries and affiliates | 938,737,486 | | 938,737,486 | 300,171,841 |
| 21. Health care (\$ 0) and other amounts receivable | | | | |
| 22. Other assets nonadmitted | 24,354,631 | 24,354,631 | | |
| 23. Aggregate write-ins for other than invested assets | 386,916,041 | 80,477,003 | 306,439,038 | 334,661,072 |
| 24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23) | 22,905,974,515 | 760,822,867 | 22,145,151,648 | 19,296,498,887 |
| 25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts | | | | |
| 26. Total (Lines 24 and 25) | 22,905,974,515 | 760,822,867 | 22,145,151,648 | 19,296,498,887 |

| DETAILS OF WRITE-INS | | | | |
|---|-------------|------------|-------------|-------------|
| 0901. | | | | |
| 0902. | | | | |
| 0903. | | | | |
| 0998. Summary of remaining write-ins for Line 9 from overflow page | | | | |
| 0999. Totals (Lines 0901 through 0903 + 0998) (Line 9 above) | | | | |
| 2301. Other assets | 103,116,803 | 75,669,644 | 27,447,159 | 29,771,521 |
| 2302. Cash surrender value life insurance | 104,600,739 | | 104,600,739 | 145,286,916 |
| 2303. Equities and deposits in pools and associations | 30,417,339 | | 30,417,339 | 23,507,413 |
| 2398. Summary of remaining write-ins for Line 23 from overflow page | 148,781,160 | 4,807,359 | 143,973,801 | 136,094,822 |
| 2399. Totals (Lines 2301 through 2303 + 2398) (Line 23 above) | 386,916,041 | 80,477,003 | 306,439,038 | 334,661,072 |

| LIABILITIES, SURPLUS AND OTHER FUNDS | | 1 Current Year | 2 Prior Year |
|---|--|-------------------|-----------------|
| 1. Losses (Part 2A, Line 34, Column 8) | | 8,334,384,830 | 7,843,934,245 |
| 2. Reinsurance payable on paid loss and loss adjustment expenses (Schedule F, Part 1, Column 6) | | 29,467,012 | 11,796,518 |
| 3. Loss adjustment expenses (Part 2A, Line 34, Column 9) | | 1,848,044,852 | 1,494,942,432 |
| 4. Commissions payable, contingent commissions and other similar charges | | 77,518,988 | 18,719,154 |
| 5. Other expenses (excluding taxes, licenses and fees) | | 297,417,888 | 302,742,031 |
| 6. Taxes, licenses and fees (excluding federal and foreign income taxes) | | 227,063,137 | 229,682,905 |
| 7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses)) | | 57,144,082 | 147,343,450 |
| 7.2 Net deferred tax liability | | | |
| 8. Borrowed money \$ 38,352,075 and interest thereon \$ 476,708 | | 38,828,782 | 445,105,148 |
| 9. Unearned premiums (Part 1A, Line 37, Column 5)(after deducting unearned premiums for ceded reinsurance of \$ 2,282,995,172 and including warranty reserves of \$ 0) | | 2,423,884,665 | 2,032,173,547 |
| 10. Advance premium | | 24,228,007 | 15,396,921 |
| 11. Dividends declared and unpaid: | | | |
| 11.1 Stockholders | | | |
| 11.2 Policyholders | | 2,217,160 | 35,644,457 |
| 12. Ceded reinsurance premiums payable (net of ceding commissions) | | 534,723,921 | 486,934,549 |
| 13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19) | | 2,293,414,541 | 1,905,190,754 |
| 14. Amounts withheld or retained by company for account of others | | 71,237,910 | 115,925,713 |
| 15. Remittances and items not allocated | | | |
| 16. Provision for reinsurance (Schedule F, Part 7) | | 142,898,781 | 164,180,271 |
| 17. Net adjustments in assets and liabilities due to foreign exchange rates | | | |
| 18. Drafts outstanding | | 257,130,803 | 202,597,173 |
| 19. Payable to parent, subsidiaries and affiliates | | | |
| 20. Payable for securities | | 150,878,309 | 457,221,010 |
| 21. Liability for amounts held under uninsured accident and health plans | | | |
| 22. Capital notes \$ 0 and interest thereon \$ 0 | | | |
| 23. Aggregate write-ins for liabilities | | (588,526,364) | (620,760,609) |
| 24. Total liabilities excluding protected cell liabilities (Lines 1 through 23) | | 16,022,057,314 | 15,288,749,667 |
| 25. Protected cell liabilities | | | |
| 26. Total liabilities (Lines 24 and 25) | | 16,022,057,314 | 15,288,749,667 |
| 27. Aggregate write-ins for special surplus funds | | 702,727,523 | 733,738,917 |
| 28. Common capital stock | | 10,000,000 | 10,000,000 |
| 29. Preferred capital stock | | | |
| 30. Aggregate write-ins for other than special surplus funds | | 1,250,000 | 1,250,000 |
| 31. Surplus notes | | 1,141,346,459 | 1,141,182,628 |
| 32. Gross paid in and contributed surplus | | 1,430,234,931 | 81,646,843 |
| 33. Unassigned funds (surplus) | | 2,837,535,421 | 2,039,930,832 |
| 34. Less treasury stock, at cost: | | | |
| 34.1 0 shares common (value included in Line 28 \$ 0) | | | |
| 34.2 0 shares preferred (value included in Line 29 \$ 0) | | | |
| 35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 38) | | 6,123,094,334 | 4,007,749,220 |
| 36. TOTALS (Page 2, Line 26, Col. 3) | | 22,145,151,648 | 19,296,498,867 |
| DETAILS OF WRITE-INS | | | |
| 2301. Amounts held under uninsured plans | | 343,142,987 | 299,592,639 |
| 2302. Other liabilities | | 259,757,476 | 203,429,851 |
| 2303. Retroactive reinsurance reserve - ceded | | (1,363,066,452) | (1,363,617,325) |
| 2398. Summary of remaining write-ins for Line 23 from overflow page | | 171,639,625 | 259,834,226 |
| 2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above) | | (588,526,364) | (620,760,609) |
| 2701. Special surplus from retroactive reinsurance | | 702,727,523 | 733,738,917 |
| 2702. | | | |
| 2703. | | | |
| 2798. Summary of remaining write-ins for Line 27 from overflow page | | | |
| 2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above) | | 702,727,523 | 733,738,917 |
| 3001. Guaranty funds | | 1,250,000 | 1,250,000 |
| 3002. | | | |
| 3003. | | | |
| 3098. Summary of remaining write-ins for Line 30 from overflow page | | | |
| 3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above) | | 1,250,000 | 1,250,000 |

State of Massachusetts
County of Suffolk ss

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

Edmund F. Kelly
(Signature)

Edmund Francis Kelly
(Printed Name)
President (Chairman & CEO)

Dexter R. Legg
(Signature)

Dexter Robert Legg
(Printed Name)
Secretary

Laurance Henry Soyer Yabla
(Signature)

Laurance Henry Soyer Yabla
(Printed Name)
Treasurer

Subscribed and sworn to before me this
16 day of February, 2004

Cynthia Laug

a. Is this an original filing? YES [X] NO []
b. If not:
1. State the amendment number
2. Date filed
3. Number of pages attached

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties:

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

MATERIAL ORIGIN CERTIFICATE

Federal-Aid Highway Contracts

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539**

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.¹

| PRODUCT ² | COUNTRY OF ORIGIN | COST ³ |
|----------------------|-------------------|-------------------|
| NONE | | |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |

THE FOLLOWING ITEMS ARE CONSIDERED TO BE MANUFACTURING PROCESSES⁴:

- 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.

QAP

Contractor

Gordon R. Crawley
Signature of Contractor's Representative

July 6, 2004

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

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539**

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

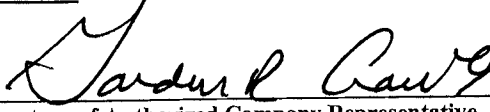
PART B. The company named below has submitted the Standard Report Form 100 this year.

☐ 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

July 6, 2004

Title

QAP

Company Name

240 W. 68th Ave., Anchorage, AK 99518

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

July 6, 2004

Date

(907) 522-2211

Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION REPORT**
Federal-Aid Contracts

**Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539**

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 dollar amount to be counted toward the goal.

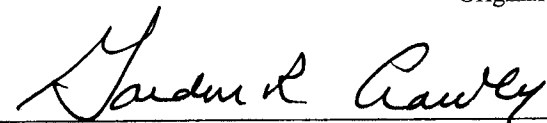
| FIRM NAME | PHONE # | BID ITEM, WORK, OR PRODUCT ² | TYPE OF CREDIT ¹ | CREDITABLE DOLLAR AMOUNT ¹ |
|-----------------------------|----------|--|--------------------------------|---|
| Midnight Sun Services, Inc. | 338-6552 | 670(6) | Sub | \$119,634.00 |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |

Total creditable DBE Utilization Amount \$ 119,634.00

Basic Bid Amount \$2,298,958.00

DBE Utilization as % of Basic Bid Amount 5 %

Original DBE Project Goal 4.1 %



Signature of Authorized Company Representative

President

Title

QAP
Company Name

240 W. 68th Avenue, Anchorage, AK 99518
Company Address (Street or PO Box, City, State, Zip)

July 6, 2004
Date

(907) 522-2211
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.

JUL-06-2004 TUE 03:46 PM WAP ANCHORAGE

FAX NO. 18073445798

P. 02



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

PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT
Federal-Aid Contracts

Unalaska: Airport Beach Road Paving &
Broadway and East Broadway Ave.
Project No.'s STP-0310(7)/57436 & 57539

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 Office.

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

Name of DBE Firm: Midnight Sun Services, Inc.

Street Address: 1704 Ship Avenue

Mailing Address: _____ City: Anchorage

State: Alaska Zip Code: 99501

Telephone Number: 907-338-6552 Fax number: 907-338-6557

Description of the work that DBE firm will perform: Striping

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ 119,634.00

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:

Chris M. G...
Prime Contractor Signature

7/7/04
Date

[Signature]
DBE Firm Signature

7/6/04
Date

Prime Contractor Firm: QAP

Address: 240 W. 68th Avenue

Anchorage, Alaska 99518

Telephone Number: 907-522-2211

Fax number: 907-344-7723

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

The licensee named below holds Alaska Business License Number 281024
covering the period of: December 6, 2002 through December 31, 2004
Line of Business: 23 Construction

QAP

240 WEST 68TH AVENUE, ANCHORAGE, AK 99518

Owner:
COLASKA, INC.

This license shall not be taken as permission to do business in the state without having complied with
the other requirements of the laws of the State of Alaska or of the United States.

Department of Community and Economic Development
Acting Commissioner: Thomas W. Lawson

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

No. 27495

Effective: 12/27/2002

Expires: 12/31/2004

STATE OF ALASKA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
Division of Occupational Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

Division of Occupational Licensing

Certifies that

QAP

Is A Registered

General Contractor-Excludes Residential

Acting Commissioner: Thomas W. Lawson

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

This is to Certify that

QAP
240 W. 68TH ST
ANCHORAGE, AK 99518

Name and
address of
Insured.



Is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

| TYPE OF POLICY | EXP. DATE * <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM | POLICY NUMBER | LIMIT OF LIABILITY | |
|--|--|--------------------|--|--|
| WORKERS COMPENSATION | 4/1/2005 | WC2-631-004202-574 | COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALASKA | EMPLOYERS LIABILITY Bodily Injury By Accident \$ 1,000,000 Each Accident Bodily Injury By Disease \$ 1,000,000 Policy Limit Bodily Injury By Disease \$ 1,000,000 Each Person |
| GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE | 4/1/2005 | RG2-631-004202-584 | General Aggregate - Other than Products/Completed Operations \$ 2,000,000 Products/Completed Operations Aggregate \$ 2,000,000 Bodily Injury and Property Damage Liability \$ 2,000,000 Per Occurrence Personal Injury INCLUDED ABOVE Per Person/ Organization Other Other | RETRO DATE _____ |
| AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED | 4/1/2005 | AS2-631-004202-594 | \$ 2,000,000 Each Accident - Single Limit B.I. and P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence | |
| OTHER | | | | |

ADDITIONAL COMMENTS

This is to certify that the policies described herein comply with all aspects of the insurance requirements of Unalaska Airport Beach Road, Project No. STP-0310(7)/57436.
Additional Insured - State of Alaska, DOT&PF

If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

SPECIAL NOTICE-OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER, WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS notice of such termination or reduction has been mailed to:

State of Alaska/DOT & PF
4111 Aviation Drive
Anchorage, Alaska 99502

324
A-2

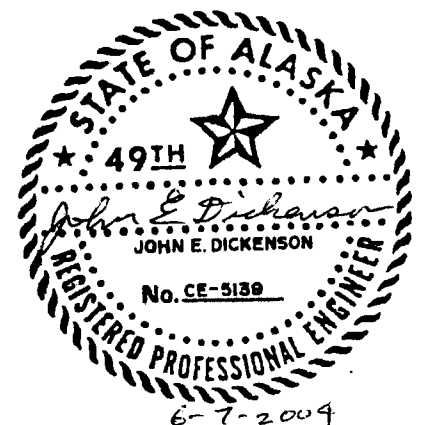
Mary A. Taylor
Mary A. Taylor

AUTHORIZED REPRESENTATIVE

East Hanover, NJ (973) 887-7400

OFFICE PHONE NUMBER DATE ISSUED

PART 4
STANDARD MODIFICATIONS
AND SPECIAL PROVISIONS
to the STATE OF ALASKA
SPECIFICATIONS
FOR
HIGHWAY CONSTRUCTION
2002 STANDARD SPECIFICATIONS



UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 101

DEFINITIONS AND TERMS

Special Provisions

101-1.03 DEFINITIONS. Add the following definition:

NON-FROST SUSCEPTIBLE MATERIAL. 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)R1M98

SECTION 103

AWARD AND EXECUTION OF CONTRACT

Special Provision

Replace subsection 103-1.06 with the following:

103-1.06 INSURANCE REQUIREMENTS. 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 employees of the Contractor and the employees of subcontractors engaged in work under this Contract. 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.

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.
 - d. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

2. Commercial General Liability: on an occurrence policy form covering 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
 - 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 projects 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 or city of UnAlaska shall be named as an additional insured on policies required by paragraphs 2 thru 4 above. The above insurance coverages shall be considered to be primary and non-contributory to 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 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 or city of UnAlaska and to add the State of Alaska or city of UnAlaska 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,
5. be executed by the carrier's representative, and

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 105

CONTROL OF WORK

Special Provisions

105-1.06 COOPERATION WITH UTILITIES. Add the following: The Contractor shall request locates from all the utilities having facilities in the area. The Contractor shall use the locate Call Center for the following utilities:

| | |
|---------------------------------|--------------|
| Locate Call Center Statewide | 800-478-3121 |
| who will notify the following: | |
| AT&T Alascom, Inc. | |
| City of Unalaska | |
| Eyecom TV/Interior Telephone | |
| GCI Communications | |

The Contractor shall call the following utilities and agencies directly:

| | |
|--|----------|
| Unalaska, Director of Public Works (Power, Sewer, Water) | 581-1260 |
| Interior Telephone (Telephone, Television) | 349-2400 |
| DOT/PF Maintenance & Operations | 581-1786 |

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. The Contractor shall bear the expense for any changes or additional relocation requested for Contractor 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.

The Contractor 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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 the Contractor is required to provide the surveying as part of the contract and/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 the Contractor's two (2) week work plan, or not required by the contract.

The utility shall give the Contractor, 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 the Contractor, through the Engineer, from working near the utility's facilities when the ground is frozen.
(05/31/01)R3M98

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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 106

CONTROL OF MATERIAL

Special Provisions

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

Buy America Provision. The Contractor shall 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 the Contractor’s 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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.

The Contractor shall 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 the Contractor 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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

106-1.03 TESTING AND ACCEPTANCE. Add the following:

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

| REPLACE TEST METHOD: | WITH TEST METHOD: |
|----------------------------------|--|
| 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 | WAQTC FOP for AASHTO TP 61 |
| ATM 306 | ATM T-9 |
| ATM 313 | ATM T-13 |
| WAQTC TM 4 | ATM 405 |
| 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 |

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

(09/04/02)B01 (02/05/04)E05

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Special Provisions

107-1.01 LAWS TO BE OBSERVED. Add the following:

Eagle Nest Restrictions

Active bald eagle nests are located at approximately stations 76+18, 115 feet left of centerline 96+72, 100 feet right of centerline, and 151+12, 164 feet right of centerline. To avoid violations of the Bald Eagle Protection Act, the following measures must be observed:

In order to permit eagles to initiate nesting, operations shall not take place within 325 feet of the nest from March 1 to May 31. This period shall continue to August 31 if the nest contains a nesting pair of eagles. If the nest is not occupied by May 31, activities may proceed provided the nest and nest support are not jeopardized.

It is possible to conduct operations during the restricted time periods, even if the nest contains a pair of nesting eagles. To do so, notify the Engineer 2 weeks before beginning activities. Procure the services of an eagle monitor as specified under Section 651, Eagle Monitoring. The eagle monitor shall observe the nest and determine whether operations cause a disturbance to the nesting eagles. The eagle monitor shall work independently of the Contractor's operation and have reporting authority to the Engineer. If any evidence of disturbance is observed, operations will be stopped or modified to comply with the Bald Eagle Protection Act as directed by the Engineer.

It is expected that the eagles will be disturbed less later in the summer than they will be early in the summer. Consequently, it is recommended that the work shown in the vicinity of the eagle nests be executed late in the summer, after the other work is completed.

If additional nests are discovered within the vicinity of the project site, the U.S. Fish and Wildlife Service must be notified immediately by calling (907) 260-2809 or (907) 271-2780, before any construction activities, for further site evaluation. (2/28/00)R51M

107-1.02 PERMITS, LICENSES, AND TAXES. Add the following: The Contractor shall 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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Resources in Anchorage, and may be contacted at (907) 269-8715. If the Contractor discovers cultural resources during construction activities, stop work at that site and notify the Engineer.

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

The Contractor shall provide a copy to the Engineer, of all permits or clearances received prior to Contractor's use of any site outside the project limits. Additionally, the Contractor shall provide the Engineer a written statement that the Contractor has obtained all necessary permits or clearances. The Contractor shall also provide a written statement to the Engineer listing agencies or offices contacted that responded that required no additional action from the Contractor.

The Contractor shall obtain an Endangered and Threatened Species Clearance from the U.S. Fish and Wildlife Service for sites being used outside the project limits.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Add the following: If the Contractor requires water for any construction purpose from a non-municipal water source, the Contractor shall obtain a Temporary Water Use Permit from the Water Resource Manager, and provide a copy to the Engineer. If the Contractor chooses to use a hydrant, the Contractor will contact the city for a meter and pay the published rate.
05/29/02)R7M

Replace subsection 107-1.13 with the following:

107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, hold harmless and defend the State of Alaska, the city of UnAlaska and its agents and employees from 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 other claim or cause of action.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

107-1.16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE. Add the following after the last paragraph: Where the Contractor's operations meet any of the following conditions, the Contractor shall advise the owning Utility in writing at least 24 hours in advance of the work.

1. Operations anticipated to be within 10 feet of an overhead electrical line.
2. Operations anticipated being 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.

The Contractor shall 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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Add the following subsections:

107-1.22 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 25A301 |
| EEO-1 Certification | Form 25A304 |
| DBE Subcontractable Items | Form 25A324 |
| ADOT&PF Training Program Request | Form 25A310 |
| Training Utilization Report | Form 25A311 |
| Contact Report | Form 25A321A |
| DBE Utilization Report | Form 25A325C |
| Summary of Good Faith Effort Documentation | Form 25A332A |
| 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.

(8/13/98)S80

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 108

PROSECUTION AND PROGRESS

Special Provision

108-1.03 PROSECUTIONS 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 the Contractor and 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 the Contractor's schedule, or upon request of the Engineer. Use the schedule for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, suppliers, utility companies and review activity of the Department.

(12/13/02)R261M98

108-1.06 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the first paragraph under item number 3, with the following: When a controlling item of work is suspended for one or more calendar days by order of the Engineer, through the use of a Directive, the number of days included in such suspension period shall extend the completion date except as herein stated.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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. Upon receipt of current schedules, from the Contractor, the Engineer will release this retainage. (09/05/01)R137

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Add the following section:

SECTION 120

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall 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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

performing and the DBE credit claimed for its performance of the work. Other relevant factors will be considered. The Engineer makes the determination of CUF 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 Department reduces the quantity of work of a bid item involving a DBE firm, 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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/offer'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 the Contractor submits 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, the Contractor shall 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 the Engineer approves a DBE replacement, the Contractor shall replace the DBE with another DBE for the same work in order to fulfill its

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

commitment under the DBE Utilization Goal. In the event that the Contractor 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) The Contractor has not committed any discriminatory practice in its exercise of good business judgement to replace a DBE.
 - 2) If the Contractor is 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 the Contractor. Each contact with a DBE firm will be logged on a Contact Report (Form 25A321A).

- d. The bidder may reject non-competitive DBE quotes. 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 the Contractor for a reduction in the DBE Utilization Goal due to the default or decertification of a DBE and the Contractor's 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. The bidder must exercise such an opportunity within 3 calendar days of notification it has failed to meet the requirements of this subsection. As part

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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 DBE Liaison Officer will make the decision on reconsideration.
- 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, the Contractor 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

- 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 the Contractor to a DBE performing as either a manufacturer, regular dealer, or broker (with a copy to the Engineer).
- d. The Contractor 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 the Contractor's 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, the Contractor shall 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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 the Contractor, 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. The Contractor 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 the Contractor, 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 the Contractor 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, the Contractor shall immediately notify the Engineer of the default and the circumstances surrounding the default.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

The Contractor shall 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 the Contractor 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. The Contractor was not at fault or negligent in the default and that the circumstances surrounding the default were beyond the control of the Contractor; and
2. The Contractor is 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. The Contractor 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. The Contractor 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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 the Contractor fails 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 the Contractor fails 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 the Contractor from future bidding under Subsection 102-1.13 and withholding of progress payments consistent with Subsection 109-1.06.
(11/17/00)S 33

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 202

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Special Provisions

202-1.01 DESCRIPTION. Add the following: This work also consists of pavement planing; or cleaning as specified in this section.

202-3.05 REMOVAL OF PAVEMENT, SIDEWALKS, AND CURBS. Add the following: Rotomilled material from Airport Beach Road shall be stockpiled on the east side of the Unalaska Airport Runway, south of hanger as directed by the Engineer. Rotomilled material from Broadway shall be delivered to the city of UnAlaska Department of Public Works. Call Dave Kemp at 581-1260 for coordination.

Add the following Subsection:

202-3.06 PAVEMENT PLANING. Remove existing asphalt concrete pavement by cold planing at locations shown on the plans. The surface of the pavement after planing shall be uniformly rough grooved or ridged.

Remove planed material from the project immediately after planing.

Keep the rotomilled material free from base course and other deleterious material.

Remove existing asphalt concrete pavement overlay from gutters adjacent to the area being planed.

The existing curb and gutter not designated for removal shall not be damaged or disturbed. Any damage caused by the planing operation shall be removed and replaced by the Contractor at his expense.

During the planing operation, the Contractor shall concurrently sweep the highway with mechanical sweepers equipped with vacuum and water sprinkling devices to control dust and remove loosened material from the planed areas.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

The Contractor shall not allow traffic to travel on surfaces that have an abrupt longitudinal planed edge greater than 2 inches. In the event that it is necessary to route traffic across such edges, an asphalt concrete transition 2 feet wide shall be placed adjacent to the edge and to gutters.

Maintain a vertical tolerance of 1/8 inch between adjacent passes with the planer.

The planing machine shall be specifically designed for the removal of bituminous pavement without the addition of heat. The cutting drum shall be a minimum of 5 feet wide and shall be equipped with cutting teeth placed in a variable-lacing pattern to produce the desired finish.

The planing machine shall have the following capabilities:

1. operating speeds from 0 to 40 feet per minute,
2. self propelled,
3. able to spray water at the cutting drum to minimize dust,
4. able to remove material next to the gutter,
5. designed so that the operator can at all times observe the planing operation without leaving the controls,
6. adjustable as to slope and depth,
7. longitudinal grade control automatically actuated by the use of two 30 foot skis, (use on both sides of the machine) and
8. able to cut up to 3 inches without producing fumes or smoke.

The Contractor shall provide a smaller machine to trim areas that are inaccessible to the larger machine at manholes, valve covers, curb returns, and intersections. (2/28/01)R143USC

After completing pavement planning clean the pavement surface.

- 30 -

202-5.01 BASIS OF PAYMENT. Add the following

Add the following pay item:

Pay Item No.

Pay Item

Pay Unit

Pavement Planing

Square Yard

202(15)

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Replace Section 401 with the following:

SECTION 401

ASPHALT CONCRETE PAVEMENT

Special Provisions

401-1.01 DESCRIPTION.

Construct one or more layers of plant-mixed hot asphalt concrete pavement on an approved surface, to the lines, grades, and depths shown on the Plans.

Core and patch the existing pavement as required in Subsection 401-3.07.

Submit a paving and plant production plan at the preconstruction meeting. Provide documentation that processes can support an average daily production rate greater than 200 tons per hour. Address the sequence of operations and joint construction. Outline steps to assure product consistency, to minimize segregation, and to prevent premature cooling of the asphalt concrete mixture. Include a proposed quality control testing frequency for gradation, asphalt cement content, and compaction.

MATERIALS

401-2.01 COMPOSITION OF MIXTURE - JOB MIX DESIGN. Meet the requirements of Table 401-1 for the Job Mix Design performed in accordance with ATM 417.

TABLE 401-1
ASPHALT CONCRETE MIX DESIGN REQUIREMENTS

| DESIGN PARAMETERS | CLASS "A" | CLASS "B" |
|---|----------------------|----------------------|
| Stability, pounds | 1800 min. | 1200 min. |
| Flow, 0.01 inch | 8-14 | 8-16 |
| Voids in Total Mix, % | 3-5 | 3-5 |
| Compaction, number of blows each side of test specimen | 75 | 50 |
| Percent Voids Filled with Asphalt (VFA) | 65-75 | 65-78 |
| Dust-asphalt ratio* | 0.6-1.4 | 0.6-1.4 |
| Voids in the Mineral Aggregate (VMA), %, min. | | |
| Type I | 12.0 | 11.0 |
| Type II | 13.0 | 12.0 |
| Type III, IV | 14.0 | 13.0 |
| Asphalt Content, % min. | 5.0 | 5.0 |

*Dust-asphalt ratio is the percent of material passing the No. 200 sieve divided by the percent of effective asphalt (calculated by weight of mix).

The approved Job Mix Design will specify the target values for gradation, the target value for asphalt cement content, the Maximum Specific Gravity (MSG) of the mix, the additives, and the allowable mixing temperature range.

Target values for gradation in the Job Mix Design must be within the broad band limits shown in Table 703-3, for the type of asphalt concrete pavement specified but asphalt concrete mixture will have the full tolerances in Table 401-2 applied for evaluation in accordance with 401-4.03 except the tolerances for the largest sieve specified will be plus 0% and minus 1%, and the #200 sieve is limited by the broad band limits.

Do not produce asphalt concrete mixture for payment until the Engineer approves the Job Mix Design. Do not mix asphalt concrete mixtures produced from different plants.

Use Asphalt Concrete Type II, Class B, minimum, for temporary pavement.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Submit the following to the Engineer at least 15 days before the production of asphalt concrete mixture:

1. A letter stating the location, size, and type of mixing plant, the proposed gradation for the Job Mix Design, gradations for individual stockpiles with supporting process quality control information, and the blend ratio of each aggregate stockpile. The proposed gradation must meet the requirements of Table 703-3 for each type of asphalt concrete pavement specified in the Contract.
2. Representative samples of each aggregate (coarse and/or intermediate, fine, and natural blend material) in the proportions required for the proposed mix design. Furnish a total of 500 pounds of material.
3. Five separate 1-gallon samples of the asphalt cement proposed for use in the mixture. Include name of product, manufacturer, test results of the applicable quality requirements of Subsection 702-2.01, manufacturer's certificate of compliance according to subsection 106-1.05, a temperature viscosity curve for the asphalt cement or manufacturer's recommended mixing and compaction temperatures, and current Material Safety Data Sheet.
4. One sample, of at least 1/2 pint, of the anti-strip additive proposed, including name of product, manufacturer, and manufacturer's data sheet, and current Material Safety Data Sheet.

The Engineer will then evaluate the material and the proposed gradation using ATM 417 and the requirements of Table 401-1 for the appropriate type and class of asphalt concrete pavement specified and establish the approved Job Mix Design that will become a part of the Contract.

No payment for asphalt concrete pavement for which a new Job Mix Design is required, will be made until the new Job Mix Design is approved. Approved changes apply only to asphalt concrete mixture produced after the submittal of the changes.

Changes. Failure to achieve results conforming to Table 401-1 or changes in the source of asphalt cement, source of aggregates, aggregate quality, aggregate gradation, or blend ratio, will require a new Job Mix Design. Submit changes and new samples in the same manner as the original submittal.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

401-2.02 AGGREGATES. Conform to Subsection 703-2.04.

Use a minimum of three stockpiles for crushed asphalt concrete aggregate (coarse, intermediate, and fine). Place blend material in a separate pile.

401-2.03 ASPHALT CEMENT. Provide the grade of asphalt cement specified in the Contract meeting the applicable requirements of Section 702. If not specified, use PG 52-28.

Obtain test reports for each batch of asphalt cement showing conformance to the specifications in Section 702 before delivery to the project. Note the storage tanks used for each batch on the test report, the anti-strip additives required by the mix design be added during load out for delivery to the project, and a printed weight ticket for anti-strip is included with the asphalt cement weight ticket. The location where anti-strip is added may be changed with the written approval of the Engineer.

Furnish the following documents at delivery:

1. Manufacturer's certificate of compliance (106-1.05).
2. Conformance test reports for the batch (Section 702).
3. Batch number and storage tanks used.
4. Date and time of load out for delivery.
5. Type, grade, temperature, and quantity of asphalt cement loaded.
6. Type and percent of anti-strip added.

401-2.04 ANTI-STRIP ADDITIVES. Use anti-strip agents in the proportions determined by ATM 414 and included in the approved Job Mix Design. At least 70% of the aggregate must remain coated when tested according to ATM 414.

401-2.05 PROCESS QUALITY CONTROL. Sample and test materials for quality control of the asphalt concrete mixture according to subsection 106-1.03. Provide copies of these test results to the Engineer within 24 hours.

Failure to perform quality control forfeits your right to a retest under subsection 401-4.02.

Submit a paving and plant control plan at the pre-paving meeting to be held a minimum of 5 working days before initiating paving operations. Address the sequence of operations and joint construction. Outline steps to assure product consistency, to minimize segregation, and to prevent premature cooling of the asphalt concrete mixture. Include a proposed quality control testing frequency for gradation, asphalt cement content, and compaction.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

CONSTRUCTION REQUIREMENTS

401-3.01 WEATHER LIMITATIONS. Do not place the asphalt concrete mixture on a wet surface, on an unstable/yielding roadbed, when the base material is frozen, or when weather conditions prevent proper handling or compaction of the mix. Do not place asphalt concrete mixture unless the roadway surface temperature is 40 °F or warmer.

401-3.02 EQUIPMENT, GENERAL. Use equipment in good working order and free of asphalt concrete mixture buildup. Make equipment available for inspection and demonstration of operation a minimum of 24 hours before placement of asphalt concrete mixture.

401-3.03 ASPHALT MIXING PLANT. Meet AASHTO M 156. Use an asphalt plant designed to dry aggregates, maintain accurate temperature control, and accurately proportion asphalt cement and aggregates at an average daily rate greater than 200 tons per hour. The air quality permit and the manufacturers plant rating with aggregate containing 5 percent moisture must both show a capacity greater than 200 tons per hour. Maintain and post a current Air Quality Permit issued by the State Of Alaska. Calibrate the asphalt plant and furnish copies of the calibration data to the Engineer at least 4 hours before asphalt concrete mixture production.

Provide a scalping screen at the asphalt plant to prevent oversize material or debris from being incorporated into the asphalt concrete mixture.

Provide a tap on the asphalt cement supply line just before it enters the plant (after the 3-way valve) for sampling asphalt cement.

401-3.04 HAULING EQUIPMENT. Haul asphalt mixtures in trucks with tight, clean, smooth metal beds, thinly coated with a minimum amount of paraffin oil, lime water solution, or an approved manufactured asphalt release agent. Do not use petroleum fuel as an asphalt release agent.

Cover the asphalt concrete mixture in the hauling vehicle, when directed.

Provide adequate haul equipment to sustain an average daily production rate greater than 200 tons per hour.

401-3.05 ASPHALT PAVERS. Use self-propelled pavers equipped with a heated vibratory screed able to sustain an average daily production rate greater than 200 tons per hour. Control grade and cross slope with automatic grade and slope control devices. Use a 30-foot minimum ski, or other

approved grade follower, to automatically actuate the paver screed control system. Use grade control on either (a) both the high and low sides or (b) grade control on the high side and slope control on the low side.

Use a screed assembly that produces a finished surface of the required smoothness, thickness and texture without tearing, shoving or displacing the asphalt concrete mixture. Heat and vibrate screed extensions. Place auger extensions within 20 inches of the screed extensions or per written manufacturer's recommendations.

Equip the paver with a means of preventing the segregation of the coarse aggregate particles from the remainder of the bituminous plant mix when that mix is carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

The following specific requirements apply to the identified bituminous pavers:

- (1) Blaw-Knox bituminous pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
- (2) Cedarapids bituminous pavers must have been manufactured in 1989 or later.
- (3) Caterpillar bituminous pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine – entitled: New Asphalt Deflector Kit {6630, 6631, 6640}.

The Contractor shall supply a Certificate of Compliance that verifies the required means and methods used to prevent bituminous paver segregation have been implemented.

The Engineer shall approve all means and methods used to prevent bituminous paver segregation before the bituminous paver is used to place bituminous plant mix on the project.

The use of a "Layton Box" or equivalent towed paver is allowed on bike paths, sidewalks, and driveways.

401-3.06 ROLLERS. Use an adequate quantity of both steel-wheel (static or vibratory) and pneumatic-tire rollers to sustain an average daily production rate greater than 200 tons per hour. Operate rollers according to manufacturer's instructions. Avoid crushing or fracturing of aggregate. Use rollers designed to compact hot asphalt concrete mixtures and reverse without backlash.

Use fully-skirted pneumatic-tire rollers with a minimum operating weight of 3000 pounds per tire.

401-3.07 PREPARATION OF EXISTING SURFACE. Drill two 6-inch diameter cores in every 280 feet segment of driving lane from the existing pavement and patch the core holes in the existing surface before preparing existing surfaces in conformance with the Plans and Specifications. The Engineer will mark core locations. Clean, wash, and sweep existing paved surfaces of loose material. The Engineer must approve the existing surface before tack coat is applied.

Before placing the asphalt concrete mixture, uniformly coat contact surfaces of curbing, gutters, sawcut pavement, cold joints, manholes, and other structures with tack coat material meeting Section 402.

Allow prime coat to cure and emulsion tack coat to break before placement of asphalt concrete mixture on these surfaces.

401-3.08 PREPARATION OF ASPHALT. Provide a continuous supply of asphalt cement to the asphalt mixing plant at a uniform temperature, within the allowable mixing temperature range at a sustained rate required to support the plant production.

401-3.09 PREPARATION OF AGGREGATES. Dry the aggregate so the moisture content of the asphalt concrete mixture, sampled at the point of acceptance for asphalt cement content, does not exceed 0.5% (by total weight of mix), as determined by WAQTC TM 6.

Heat the aggregate for the asphalt concrete mixture to a temperature compatible with the mix requirements specified.

Adjust the burner on the dryer to avoid damage to the aggregate and to prevent the presence of unburned fuel on the aggregate. Asphalt concrete mixture containing soot or fuel is considered unacceptable according to subsection 105-1.11.

401-3.10 MIXING. Combine the aggregate, asphalt cement, and additives in the mixer in the amounts required by the Job Mix Design. Mix to obtain 98% coated particles when tested according to AASHTO T 195.

For batch plants, put the dry aggregate in motion before addition of asphalt cement.

Mix the asphalt concrete mixture within the temperature range determined by the Job Mix Design.

401-3.11 TEMPORARY STORAGE. Silo type storage bins may be used, if the characteristics of the asphalt concrete mixture are not altered. Signs of visible segregation, heat loss, changes from the Job Mix Design, change in the characteristics of asphalt cement, lumpiness, or stiffness of the mixture are causes for rejection.

401-3.12 PLACING AND SPREADING. Place the asphalt concrete mixture upon the approved surface, spread, strike off, and adjust surface irregularities. Use asphalt pavers to distribute asphalt concrete mixture, including leveling courses. The maximum compacted lift thickness allowed is 3 inches.

Use hand tools to spread, rake, and lute the asphalt concrete mixture in areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable.

When the section of roadway being paved is open to traffic, pave adjacent traffic lanes to the same elevation within 24 hours. Place approved material against the outside pavement edge when the drop-off exceeds 2 inches.

When multiple lifts are specified in the Contract, do not place the final lift until all lower lifts throughout that section, as defined by the Paving Plan, are placed and accepted.

Do not pave against new concrete curbing until it has cured for at least 72 hours.

401-3.13 COMPACTION. Thoroughly and uniformly compact the asphalt concrete mixture by rolling. In areas not accessible to large rollers, compact with mechanical tampers or trench rollers. Do not leave rollers or other equipment standing on pavement that has not cooled sufficiently to prevent indentation.

During placement of asphalt concrete the Engineer will evaluate the HMA immediately behind the paver for cyclic low density using an infrared camera. Cyclic low density areas are defined as spots or streaks in the pavement that are less than 89 percent of the reference maximum density. If there is a temperature differential that exceeds 25° F within the newly placed mat, low density is likely to occur. The real time thermal images and thermal profile data will become part of the project records shared with the Contractor. The Contractor shall immediately adjust the laydown procedures to correct the problem. If the Engineer observes four or more areas in any given pay lot where the thermal images indicate cyclic low density is probable, he will order those areas to be cored for determination of density. These cores will be evaluated under Subsection 401-4.06.

The target value for density is 94% of the maximum specific gravity (MSG), as determined by WAQTC FOP for AASHTO T 209. For the first lot of each type of asphalt concrete pavement, the Job Mix Design will determine the MSG. For additional lots, the MSG will be determined by the sample from the first subplot of each lot.

Acceptance testing for density will be performed in accordance with WAQTC FOP for AASHTO T 166/T 275 using a 6-inch diameter core. (Acceptance testing for density of leveling course or temporary pavement is not required.)

401-3.14 JOINTS. Minimize the number of joints to ensure a continuous bond, texture, and smoothness between adjacent sections of the pavement. Cut back the unconfined edge of longitudinal joints 6 inches on the top asphalt surface. Remove the cut edge. No quantity deduction will be made for the asphalt mix removed.

Remove to full depth improperly formed joints resulting in surface irregularities. Replace with new, and thoroughly compact.

Precut all pavement removal to a neat line with a power saw or by other approved method.

Form transverse joints by saw-cutting back on the previous run to expose the full depth of the course or use a removable bulkhead. Skew transverse joints between 15-25 degrees.

Offset the longitudinal joints in one layer from the joint in the layer immediately below by at least 6 inches. Align the joints of the top layer at the centerline or lane lines. Where preformed marking tape striping is required, offset the longitudinal joint in the top layer not more than 6 inches from the edge of the stripe.

Seal the edge of all longitudinal joints with Crafcro 34524 Joint Adhesive or approved equal before paving against it. Apply an 1/8 inch thick band of joint adhesive over the surface according to manufacturer's recommendations.

For the top layer of asphalt concrete pavement, the minimum specification limit for longitudinal joint density is 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 panel completing the joint is cored for acceptance density testing. Density will be determined in accordance with WAQTC FOP for AASHTO T 166/T 275.

Seal the pavement surface 12 inches on each side of all the longitudinal joints. Use GSB-78 (from Asphalt Systems), or approved equal, while the asphalt concrete pavement is clean, free of moisture,

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

and before traffic marking. No contract time will be added and all costs associated with sealing the joints are subsidiary to the asphalt concrete pay item.

401-3.15 SURFACE TOLERANCE. The Engineer will test the finished surface after final rolling at selected locations using a 16-foot straightedge. Correct variations from the testing edge, between any two contacts of more than 1/4 inch.

401-3.16 PATCHING DEFECTIVE AREAS. Remove any asphalt concrete mixture that becomes contaminated with foreign material, is segregated, or is in any way determined to be defective. Do not skin patch. Remove defective materials for the full thickness of the course. Cut the pavement so that all edges are vertical, the sides are parallel to the direction of traffic and the ends are skewed between 15-25 degrees. Coat edges with a tack coat meeting Section 402 and allow to cure. Place and compact fresh asphalt concrete mixture according to subsection 401-3.13 to grade and smoothness requirements.

All costs associated with patching defective areas are subsidiary to the Asphalt Concrete pay item.

401-4.01 METHOD OF MEASUREMENT. Section 109 and the following:

Asphalt Concrete. By weighing, no deduction will be made for the weight of asphalt cement or anti-stripping additive, or by the area of final pavement surface.

Asphalt Price Adjustment. Calculated by quality level analysis under subsection 401-4.03.

Asphalt Cement. By the ton, as follows. Method 1 will be used for determining asphalt quantity unless otherwise directed in writing. The procedure initially used will be the one used for the duration of the project. No payment will be made for any asphalt cement more than 0.4% above the optimum asphalt content specified in the Job Mix Design.

1. Percent of asphalt cement for each subplot multiplied by the total weight represented by that subplot. Percent of asphalt cement will be determined by ATM 405 or WAQTC FOP for AASHTO T 308. The same tests used for the acceptance testing of the subplot will be used for computation of the asphalt cement quantity. If no acceptance testing is required, the percent of asphalt cement is the target value for asphalt cement in the Job Mix Design.

2. Supplier's invoices minus waste, diversion and remnant. This procedure may be used on projects where deliveries are made in tankers and the asphalt plant is producing asphalt concrete mixture for one project only.

The Engineer may direct, at any time, that tankers be weighed in the Engineers presence before and after unloading. If the weight determined at the project varies more than 1% from the invoice amount, payment will be based on the weight determined at the project.

Any remnant or diversion will be calculated based on tank stickings or weighing the remaining asphalt cement. The Engineer will determine the method. The weight of asphalt cement in waste asphalt concrete mixture will be calculated using the target value for asphalt cement as specified in the Job Mix Design.

Temporary Pavement. By weighing. No deduction will be made for the weight of asphalt cement or anti-stripping additive.

Longitudinal Joint. By the linear foot of longitudinal joint.

401-4.02 ACCEPTANCE SAMPLING AND TESTING. The quantity of each type of asphalt concrete mixture produced and placed will be divided into lots and the lots evaluated individually for acceptance.

A lot will normally be 5,000 tons. The lot will be divided into sublots of 500 tons, each randomly sampled and tested for asphalt cement content, density, and gradation according to this subsection. If the project has more than 1 lot, and less than 8 additional sublots have been sampled at the time a lot is terminated, either due to completion of paving operations or the end of the construction season (winter shutdown), the material in the shortened lot will be included as part of the prior lot. The price adjustment computed, according to subsection 401-4.03, for the prior lot will include the samples from the shortened lot.

If 8 or 9 samples have been obtained at the time a lot is terminated, they will be considered as a lot and the price adjustment will be based on the actual number of test results (excluding outliers) in the shortened lot.

If the contract quantity is between 1,500 tons and 4,999 tons, the contract quantity will be considered 1 lot. The lot will be divided into 10 equal sublots and randomly sampled for asphalt cement content, density, and gradation according to this subsection except that outliers and retests will not be allowed. The lot will be evaluated for price adjustment according to subsection 401-4.03.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

For contract quantity of less than 1,500 tons (and for temporary pavement), asphalt concrete pavement will be accepted for payment based on the Engineer's approval of a Job Mix Design and the placement and compaction of the asphalt concrete pavement to the specified depth and finished surface requirements and tolerances.

Any area of finished surfacing that is visibly segregated, fails to meet surface tolerance requirements, or cools to below 150 °F before completing compaction, is considered unacceptable per subsection 105-1.11.

1. Asphalt Cement Content. Samples for the determination of asphalt cement content will be taken from behind the screed before initial compaction. Two separate samples will be taken, one for acceptance testing and one held in reserve for retesting if applicable. At the discretion of the Engineer, asphalt cement content will be determined in accordance with ATM 405 or WAQTC FOP for AASHTO T 308.
2. Aggregate Gradation.
Drum Mix Plants and Batch Plants. Samples taken for the determination of aggregate gradation from drum mix plants will be from behind the screed before initial compaction. Two separate samples will be taken, one for acceptance testing and one held in reserve for retesting if applicable. 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 T 308) has burned off the asphalt cement.
3. Density. Cut full depth core samples from the finished asphalt concrete pavement within 24 hours after final rolling. Neatly cut one 6 inch diameter core sample with a core drill from each subplot at the randomly selected location marked by the Engineer. Use a core extractor to prevent damage to the core. The Engineer will determine the density of the core samples in accordance with WAQTC FOP for AASHTO T 166/T 275. Do not core asphalt concrete pavement on bridge decks. Backfill and compact all voids left by coring with new asphalt concrete mixture within 24 hours.
4. Retesting. A retest of any sample outside the limits specified in Table 401-2 may be requested provided the quality control requirements of 401-2.05 are met. Deliver this request in writing to the Engineer within 7 days of receipt of the initial test result. The Engineer will mark the sample location for the density retest. The original test results for gradation, asphalt cement content, and density will be discarded and the retest result will be used in the price adjustment calculation regardless of whether the retest result gives a higher or lower pay

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

factor. Only one retest per sample is allowed. Except for the first lot, gradation or asphalt cement content retesting of the sample from the first subplot of a lot will include retesting for the MSG.

Sample asphalt cement for acceptance testing in accordance with WAQTC FOP for AASHTO T 40 and tested for conformance to the specifications in Section 702. Three separate samples will be taken, one for acceptance testing, one for Contractor retesting, and one held in reserve for referee testing if required.

401-4.03 EVALUATION OF MATERIALS FOR ACCEPTANCE. The following method of price adjustment will be applied to each type of Asphalt Concrete Pavement for which the contract quantity equals or exceeds 1,500 tons, except as specified in subsection 401-4.02.

Acceptance test results for a lot will be analyzed collectively and statistically by the Quality Level Analysis method as specified in subsection 106-1.03 to determine the total estimated percent of the lot that is within specification limits. Asphalt cement content results and aggregates passing the No. 200 sieve will be reported to the nearest 0.1 percent.

The price adjustment is based on the lowest of two pay factors. The first factor is a composite pay factor for asphalt concrete mixture that includes gradation and asphalt cement content. The second factor is for density.

A lot containing asphalt concrete pavement with less than a 1.00 pay factor will be accepted at an adjusted price, provided the pay factor is at least 0.75 and there are no isolated defects identified by the Engineer. A lot containing asphalt concrete pavement that fails to obtain at least a 0.75 pay factor will be considered unacceptable and rejected under subsection 105-1.11.

The Engineer will reject asphalt concrete mixture that appears to be defective based on visual inspection. A minimum of two samples will be collected from the rejected mixture and tested if requested. If all test results are within specification limits, payment will be made for the mixture. If any of the test results fail to meet specifications, no payment will be made and the cost of the testing will be subtracted under Item 401(6), Asphalt Price Adjustment. All costs associated with removal and disposal of the rejected asphalt concrete mixture are subsidiary to the Asphalt Concrete pay item.

Outlier Test. Before computing the price adjustment, the validity of the test results will be determined by SP-7, the Standard Practice for Determination of Outlier Test Results. Outlier test results will not be included in the price adjustment calculations.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

If any sieve size on a gradation test or the asphalt cement content is an outlier, then the gradation test results and the asphalt cement content results for that subplot will not be included in the price adjustment. The density test result for that subplot will be included in the price adjustment provided it is not an outlier.

If the density test result is an outlier, the density test result will not be included in the price adjustment, however, the gradation and asphalt cement content results for that subplot will be included provided neither is an outlier.

Quality Level Analysis. Pay factors are computed as follows:

1. Outliers (determined by SP-7), and any test results on material not incorporated into the work, are eliminated from the quality level analysis.

The arithmetic mean (\bar{x}) of the remaining test results is determined: $\bar{x} = \frac{\sum x}{n}$

Where: Σ = summation of
x = individual test value to x_n
n = total number of test values

\bar{x} is rounded to the nearest tenth for density and all sieve sizes except the No. 200 sieve. \bar{x} is rounded to the nearest hundredth for asphalt cement content and the No. 200 sieve.

2. The sample standard deviation(s), after the outliers have been excluded, is computed:

$$s = \sqrt{\frac{n \sum (x^2) - (\sum x)^2}{n(n-1)}}$$

Where: $\sum (x^2)$ = sum of the squares of individual test values.
 $(\sum x)^2$ = square of the sum of the individual test values.

The sample standard deviation (s) is rounded to the nearest hundredth for density and all sieve sizes except the No. 200 sieve. The sample standard deviation (s) is rounded to the nearest 0.001 for asphalt cement content and the No. 200 sieve.

If the computed sample standard deviation (s) is <0.001, then use $s = 0.20$ for density and all sieves except the No. 200. Use $s = 0.020$ for asphalt cement content and the No. 200 sieve.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

3. The USL and LSL are computed. For aggregate gradation and asphalt cement content, the Specification Limits (USL and LSL) are equal to the Target Value (TV) plus and minus the allowable tolerances in Table 401-2. The TV is the specification value specified in the approved Job Mix Design. Specification tolerance limits for the largest sieve specified will be plus 0 and minus 1 for Quality Level Analysis purposes. The TV for density is 94% of the maximum specific gravity (MSG), the LSL is 92% of MSG and the USL is 98%.

TABLE 401-2
LOWER SPECIFICATION LIMIT (LSL) & UPPER SPECIFICATION LIMIT (USL)

| Measured Characteristics | LSL | USL |
|----------------------------|--------|--------|
| 3/4 inch sieve | TV-6.0 | TV+6.0 |
| 1/2 inch sieve | TV-6.0 | TV+6.0 |
| 3/8 inch sieve | TV-6.0 | TV+6.0 |
| No. 4 sieve | TV-6.0 | TV+6.0 |
| No. 8 sieve | TV-6.0 | TV+6.0 |
| No. 16 sieve | TV-5.0 | TV+5.0 |
| No. 30 sieve | TV-4.0 | TV+4.0 |
| No. 50 sieve | TV-4.0 | TV+4.0 |
| No. 100 sieve | TV-3.0 | TV+3.0 |
| No. 200 sieve ¹ | TV-2.0 | TV+2.0 |
| Asphalt % | TV-0.4 | TV+0.4 |
| Density % | 92 | 98 |
| | | |

Note 1. LSL and USL may not exceed the Broad Band Gradation limits of Section 703

4. The Upper Quality Index (Q_U) is computed: $Q_U = \frac{USL - \bar{x}}{s}$

Where: USL = Upper Specification Limit
 Q_U is rounded to the nearest hundredth.

5. The Lower Quality Index (Q_L) is computed: $Q_L = \frac{\bar{x} - LSL}{s}$

Where: LSL = Lower Specification Limit
 Q_L is rounded to the nearest hundredth.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

6. P_U (percent within the upper specification limit which corresponds to a given Q_U) is determined. See subsection 106-1.03.
7. P_L (percent within the lower specification limit which corresponds to a given Q_L) is determined. See subsection 106-1.03.
8. The Quality Level (the total percent within specification limits) is determined for aggregate gradation, asphalt cement content, and density.

$$\text{Quality Level} = (P_L + P_U) - 100$$

9. Using the Quality Levels from Step 8, the lot Pay Factor is determined for Density (DPF) and gradation and asphalt cement content pay factors (PF) from Table 106-2. The maximum pay factor for the largest sieve size specification for gradation is 1.00.
10. The Composite Pay Factor (CPF) for the lot is determined using the following formula:

$$\text{CPF} = \frac{[f_{3/4 \text{ inch}} (\text{PF}_{3/4 \text{ inch}}) + f_{1/2 \text{ inch}} (\text{PF}_{1/2 \text{ inch}}) + \dots f_{ac} (\text{PF}_{ac})]}{\Sigma f}$$

The CPF is rounded to the nearest hundredth.

Table 401-3 gives the weight factor (f) for each sieve size and asphalt cement content.

**TABLE 401-3
WEIGHT FACTORS**

| Gradation | Factor "f" |
|------------------|-------------------|
| 3/4 inch sieve | 4 |
| 1/2 inch sieve | 5 |
| 3/8 inch sieve | 5 |
| No. 4 sieve | 4 |
| No. 8 sieve | 4 |
| No. 16 sieve | 4 |
| No. 30 sieve | 5 |
| No. 50 sieve | 5 |
| No. 100 sieve | 4 |
| No. 200 sieve | 20 |
| Asphalt % | 40 |

The price adjustment will be based on either the CPF or DPF, whichever is the lowest value. The price adjustment for each individual lot will be calculated as follows:

$$\text{Price Adjustment} = [(\text{CPF or DPF})^* - 1.00] \times (\text{tons in lot}) \times (\text{PAB})$$

* CPF or DPF, whichever is lower.

PAB = Price Adjustment Base = \$ 100 per ton.

Asphalt cement will be randomly sampled and tested every 200 tons and evaluated for price adjustment. If the last sample increment is 100 tons or less, that quantity of asphalt cement will be added to the quantity represented by the previous sample and the total quantity will be evaluated for price adjustment. If the last sample increment is greater than 100 tons, it will be sampled, tested, and evaluated separately. Asphalt cement pay reduction factors for each sample will be determined from Table 401-4.

The total asphalt cement price adjustment is the sum of the individual sample price adjustments and will be subtracted under Item 401(6), Asphalt Price Adjustment.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Table 401-4
ASPHALT CEMENT PAY REDUCTION FACTORS
 (Use the single, highest pay reduction factor)

| | Spec | Pay Reduction Factor (PRF) | | | | | | | | Reject or Engr Eval |
|--------------------------|-------------|----------------------------|-----------|-------------|-----------|-----------|-----------|-------------|-------------|------------------------|
| | | 0 | 0.04 | 0.05 | 0.06 | 0.07 | 0.08 | 0.1 | 0.25 | |
| Tests On Original Binder | | | | | | | | | | |
| Viscosity | <3 Pa-s | ≤3 | | >3 | | | | | | |
| Dynamic Shear | >1.00 kPa | >1.00 | | 0.99-0.88 | | | | 0.87-0.71 | 0.70-0.50 | <0.50 |
| Toughness | >110 in-lbs | >93.5 | 90.0-93.4 | 85.0-89.9 | 80.0-84.9 | 75.0-79.9 | 70.0-74.9 | | | <70.0 |
| Tenacity | >75 in-lbs | >63.8 | 61.0-63.7 | 58.0-60.9 | 55.0-57.9 | 52.0-54.9 | 48.0-51.9 | | | <48.0 |
| Tests On RTFO | | | | | | | | | | |
| Mass Loss | <1.00 % | <1.00 | | 1.001-1.092 | | | | 1.093-1.184 | 1.185-1.276 | >1.076 |
| Dynamic Shear | >2.20 kPa | >2.20 | | 2.199-1.816 | | | | 1.815-1.432 | 1.431-1.048 | <1.048 |
| Test On PAV | | | | | | | | | | |
| Dynamic Shear | <5000 kPa | <5000 | | 5001-5289 | | | | 5290-5578 | 5579-5867 | >5867 |
| Creep Stiffness, S | <300 MPa | <300 | | 301-338 | | | | 339-388 | 389-450 | >450 |
| Creep Stiffness, m-value | >0.300 | >0.300 | | 0.299-0.287 | | | | 0.286-0.274 | 0.273-0.261 | <0.261 |
| Direct Tension | >1.0 % | >1.0 | | 0.99-0.86 | | | | 0.85-0.71 | 0.70-0.56 | <0.56 |

Asphalt Cement Price Adjustment for each sample = 5 x PAB x Qty X PRF

PAB = Price Adjustment Base

Qty = Quantity of asphalt cement represented by asphalt cement sample

PRF = Pay Reduction Factor from Table 401-4

Failing asphalt cement test results will be reevaluated if requested. Submit a written request within 14 calendar days after a failing asphalt cement test result is reported. Include all quality control test results for the project and the test results from an AASHTO accredited laboratory for a separate sample collected at the same time the sample for acceptance testing was collected. All costs associated with this testing are subsidiary to the Asphalt Concrete pay item. Accreditation will be in the applicable test methods. The Engineer will review the data and decide if the price reduction remains.

The Engineer's decision may be challenged, in which case the referee sample will be sent to a mutually agreed upon independent AASHTO accredited laboratory for testing. The resulting test results will be binding. If the sample fails to meet specifications, all costs associated with this testing will be subtracted under Item 401(6), Asphalt Price Adjustment.

UNALASKA AIRPORT BEACH ROAD
 PROJECT STP-0310(7) 57436

BROADWAY AND
 EAST BROADWAY AVE
 PROJECT 57539

The total Asphalt Price Adjustment is the sum of all the price adjustments for each lot.

401-4.05 EVALUATION OF LONGITUDINAL JOINTS FOR ACCEPTANCE. A longitudinal joint density price adjustment will be based on the average of all the joint densities on a project and determined as follows:

1. If a project average joint density is less than 91% of MSG, the following disincentive applies:

Longitudinal joint density price adjustment = (\$1.00/lineal foot) x (lineal feet of longitudinal joint on the project) x (91% - project average joint density %) and will be subtracted under Item 401(6), Asphalt Price Adjustment.

2. If a project average joint density is greater than 91% of MSG, the following incentive applies:

Longitudinal joint density price adjustment = (\$1.00/lineal foot) x (lineal feet of longitudinal joint of the project) x (project average joint density % - 91%) and will be added under Item 401(6), Asphalt Price Adjustment.

401-4.06 EVALUATION FOR CYCLIC LOW DENSITY.

The HMA cores taken for the evaluation of cyclic low density under Subsection 401-3.13 shall be tested for density in accordance with WAQTC FOP for AASHTO T 166/T 275. Any area, represented by 4 cores, having a density of 89% or less of the reference maximum density shall be removed and replaced, the entire lane width.

401-5.01 BASIS OF PAYMENT.

The Engineer will assess a fee of \$2,500.00 under Item 401(6), Asphalt Price Adjustment, for each mix design subsequent to the approved Job Mix Design for each Type and Class of Asphalt Concrete Pavement specified.

Failure to cut core samples within the specified period will result in a deduction of \$100.00 per sample per day. Failure to backfill voids left by sampling within 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.

Separate payment will not be made for asphalt cement or anti-strip additives for Item 401(3), Temporary Pavement, or asphalt concrete for leveling course.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Asphalt cement, anti-stripping additives, and tack coat are subsidiary to the asphalt concrete pavement unless specified as pay items.

Price adjustments will not apply to:

1. Asphalt Concrete Mixture for leveling course
2. Temporary Pavement

Payment for furnishing and installing joint adhesive will be paid as 401(9) Joint Adhesive.

Payment will be made under:

| <u>Pay Item No.</u> | <u>Pay Item</u> | <u>Pay Unit</u> |
|---------------------|-------------------------------------|-----------------|
| 401(1) | Asphalt Concrete, Type __; Class __ | Ton |
| 401(2) | Asphalt Cement, Grade __ | Ton |
| 401(5) | Anti-Strip Additive | Contingent Sum |
| 401(6) | Asphalt Price Adjustment | Contingent Sum |
| 401(8) | Job Mix Design | Each |
| 401(9) | Joint Adhesive | Lineal Foot |

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 404

SEAL COAT

Special Provisions

404-1.01 DESCRIPTION. Add the following: Seal coat the following areas

1. Steward Road 8+90 to 17+50 with driveways and sidewalk 2,750 sy.
2. Broadway Avenue Pathway 106+50 to 202+50 8,300 sy.
3. Public Works Facility Parking Lot 2,500 sy
4. Elementary School Parking Lot 4,400 sy.
5. High School West Parking Lot 1,800 sy.
6. City Hall Parking Lot 2,000 sy.

401-2.01 MATERIALS. Add the following: Asphalt used for seal coats shall be Special Tack Emulsion, STE-1 mixed 50-50 with water for application.

404-3.03 PREPARATION OF SURFACE. Add the following: The City Department of Public Works will clean and vacuum the areas to be seal coated before application. The Contractor shall coordinate with the City Department of Public Works to schedule this work.

404-3.04 APPLYING ASPHALT MATERIAL. Replace the second paragraph with the following The asphalt material shall be applied with 2-3 light coats of STE-1 at a rate of 0.05 gallon/square yard or as directed by the Engineer. Allow the tack to cure between coats for inspection before applying successive coats.

Replace the third paragraph with the following: No cover material is required, however the Contractor shall have sufficient blotter sand on hand to cover excessive spillage in traffic areas.

SECTION 641

EROSION, SEDIMENT, AND POLLUTION CONTROL

Special Provisions

641-1.02 DEFINITIONS. Add the following to item 2. ESCP (Erosion and Sediment Control Plan). Refer to Appendix A for the Erosion and Sediment Control Plan (ESCP).

641-1.03 SUBMITTALS. Replace the first sentence of the second paragraph with the following: The Department will review the above submittals 14 calendar days before the Preconstruction Conference.

641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
REQUIREMENTS. Delete the first paragraph and substitute the following: Follow the format presented in the *Alaska Storm Water Pollution Plan Guide*, for projects disturbing 1 acre or more. Each Plan must consider first preventing erosion, then minimizing erosion, and finally trapping sediment before it enters waterways. Each SWPPP shall meet the requirements of the following two paragraphs.

641-2.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP)
REQUIREMENTS. Delete the first paragraph and substitute the following: Prepare a HMCP for each of the SWPPP's as required in 641-2.01 for the handling, storage, cleanup and disposal of petroleum products and other hazardous substances (see 40 CFR 177 and 302 for a listing of hazardous materials). Each HMCP shall meet the requirements of the following five paragraphs. (06/03/03)R272USC02

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 642

CONSTRUCTION SURVEYING AND MONUMENTS

Special Provision

642-3.01 GENERAL. Replace the last sentence of the second to the last paragraph with the following: The notekeeper shall be thoroughly familiar with generally accepted standards of good survey notekeeping practice and the Department's Construction Surveying Requirements (English).

Add the following to the third paragraph: Before starting work on the project, stake and reference the construction centerline. Reference the existing centerline at 100 feet intervals on tangents, and 50 feet intervals on curves, super elevations, transitions and cross-slopes. The reference stake shall be a minimum of 2 inches x 2 inches by 2 feet and shall show the offset distance to centerline and the station from the beginning of the project.

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 5 inches high black lettering on an orange background.

Reference the beginning and ending points of the no-passing zones in a separate field book.

Add the following item after Item 10:

11. Measure and document the actual intersection sight distance triangles at 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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

standard "letter" size paper and provide it to the Engineer at least 2 weeks before submitting shop drawings for permanent signing. Provide an additional copy to the Regional Traffic Engineer. (05/16/03)R269USC

Add the following:

12. Measure and document all passing sight distance for the posted speed limit on the roadway. Measure along the roadway centerline, using a 3.5 foot object height to a 3.5 foot target height at every tenth of a mile minimum, or every station (100 feet) if the plan is in stations. Obtain the required passing sight distance value from the Engineer, as listed in Figure 1120-1 of the Highway Preconstruction Manual. Provide a list of each station result in each direction. 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 before laying out final pavement markings. Provide an additional copy to the Regional Traffic Engineer. (08/07/03)R61USC

642-3.03 MONUMENTS. Delete the first sentence in the first paragraph and replace with the following: There are various monuments located within the project limits. Work around those monuments not designated for relocation in the Plans. The Contractor shall bear the expense for replacing damaged monuments not identified to be replaced in the Plans.

Replace the first sentence of the first paragraph with the following: Reference property markers/corners, monuments, or accessories that may be disturbed or buried during construction. Prepare and record Monument Record Forms in the appropriate Recorder's Office before disturbing monuments. Monument Record Forms may be obtained from the Engineer. Reestablish monuments in their original position before the completion of the Project. Then, prepare and file a Monument Record Form for each reestablished monument. (05/16/03)R269USC

Delete the third paragraph.

642-5.01 BASIS OF PAYMENT. Add the following after the first paragraph: Work associated with preparing and recording the Monument Record Forms is subsidiary to Item 642(9) Reference Existing Monument. Payment for Item 642(9) will be released when the Monument Record Forms are prepared and recorded in the local Recorder's Office. (05/16/03)R269USC

Add the following:

Measuring and documenting passing sight distance shall be subsidiary to Item 642(1) and no separate payment shall be made. (08/07/03)R61USC

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 643

TRAFFIC MAINTENANCE

Special Provisions

643-1.03 TRAFFIC CONTROL PLAN. Replace the last paragraph with the following: The Contractor may request in writing a waiver of regulation 17 AAC 25 regarding oversize and overweight vehicle movements within this project. If the waiver is approved, movements of oversize and overweight vehicles in or near traffic within the project limits will be done according to the provisions of an approved Traffic Control Plan. Maintain a minimum 12 feet lateral separation between the non-street legal vehicles and the motoring public. The Traffic Control Plan shall specify the traffic control devices that will be required for these operations.

643-2.01 MATERIALS.

Add the following:

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

Standard Modification

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following:
Immediately notify the Engineer of traffic related accident that occurs within the project limits as becoming aware of the accident. E10(2/5/04)

Special Provisions

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following:
Whenever construction activity encroaches onto the safe route in a traffic control zone, the Contractor shall station a flagger at the encroachment to assist pedestrians and bicyclists past the construction activity.

643-3.02 ROADWAY CHARACTERISTICS DURING CONSTRUCTION. Add the following:
The Contractor may maintain traffic on a gravel surface for a total of 2 miles (measured along centerline) for a maximum of two weeks at any one time throughout the project.

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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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

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 be applied 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. Add the following: The Contractor shall make every effort not to delay school buses through the construction work zone.

Lane restrictions, if allowed, shall be conducted so that no more than a 10 minute accumulated delay is encountered by a waiting motorist through the entire length of the project, except during paving operations when 20 minutes delay will be allowed for all motorists except school buses. If a queue of traffic develops at a stop, the entire queue must be emptied to include the last car that entered the queue at the time the queue was released.

643-4.01 METHOD OF MEASUREMENT. Page 376, under item 6 "Interim Pavement Markings," delete the second paragraph.

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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

643-5.01 BASIS OF PAYMENT. Add the following: The Engineer will not require a change order/director will for the traffic control devices pay item.

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 | Each | \$0.75 |
| 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.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

- 58 -

Payment will be made under:

Pay Item No.

Pay Item

Pay Unit

643(15)

Flagging

Contingent Sum

(07/02/03) R222M98

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

SECTION 644

SERVICES TO BE FURNISHED BY THE CONTRACTOR

Special Provisions

644-2.01 FIELD OFFICE. Delete the third fifth and seventh sentences of the first paragraph and the second paragraph in this subsection and substitute the following: Meet the following office requirements:

1. A minimum of 1,000 square feet of floor area. Divide the office area so that it contains an office room separated by a closable door. The office room shall have a minimum of 40 square feet of floor area.
2. A thermostatically controlled interior heating system with necessary fuel.
3. A minimum of two electrical outlets.
4. Adequate parking for a minimum of 12 vehicles, with one disability parking space meeting the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG).
5. Provide attached indoor plumbing with sanitary lavatory facilities and potable drinking water.
6. Three telephone lines available at the project location.
7. Located within 5 miles of the project.
8. Provide one move in and one move out for state office furniture and equipment.

644-2.05 VEHICLES. Delete first sentence in the first paragraph and substitute the following: Furnish and maintain two full-size four-wheel drive pickup or sport utility vehicle for exclusive use of the Department throughout the project.

Add the following: Furnish all fuels, maintenance, and insurance. If work continues after October 1, provide studded snow tires for vehicles provided for the Department's use.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

Equip vehicles with CB radios and yellow lightbars wired into the vehicle's electrical system with a dash mounted switch easily accessible to the vehicle operator. Provide Code 3; Model 6005H (formerly PE 6200 LE) lightbars, or approved equal. Approved equals shall have the following characteristics:

- Four (4) 55 watt rotators with amber filters
- 1200 flashes per minute
- Two diamond mirrors
- 55" in length

Delete the last sentence.

Add the following:

644-2.06 NUCLEAR DENSOMETER STORAGE. Design, furnish, and maintain a weatherproof, heated, and ventilated nuclear densometer/testing equipment storage shed for the Engineer to use exclusively throughout the Contract. Install the building at least 15 feet from an occupied area at a location approved by the Engineer. Install the shed before beginning construction activities and maintain it until one week after project completion. Provide sufficient floor area for the nuclear testing equipment and a portable electric heater to maintain a minimum room temperature of 50° F in freezing weather. Design the building with enough floor area to provide sufficient clearance between the equipment, heater, and combustibles. Provide a commercial grade metal-clad exterior entrance door of 3'-0" min. width by 6'-8" height with dead-bolt lockset. Hang the door so that hinge pins are not accessible from the exterior. Provide the Engineer with 2 keys to control access. Provide a 5/16" welded steel security chain securely attached inside the structure with tamperproof hardware for the Engineer to secure the testing equipment. Provide 120 volt, 60 cycle power, an interior light, and a wall receptacle for the heater. Secure the structure to the ground with tamperproof anchors to resist wind loads and prevent unauthorized movement of the building. The nuclear testing equipment storage shed remains the property of the Contractor. Remove the shed from the site following project completion.

644-3.01 METHOD OF MEASUREMENT. Add the following:

Nuclear Testing Equipment Storage Shed: Will not be measured for payment.

644-4.01 BASIS OF PAYMENT. Add the following: The Engineer will not pay for electricity, propane and water supplied for the State provided portable asphalt lab separately. Those items are subsidiary to Item 644(2) Field Laboratory.

Delete subparagraph "vehicles" and substitute the following:

Vehicle. Per each vehicle provided. If a replacement vehicle is necessary, no additional measurement for payment will be made.

Nuclear Testing Equipment Storage Shed. The Contract Unit price includes labor, materials, tools, equipment, and supplies to furnish and install the shed before beginning construction, to maintain it for the duration of the project and to remove the shed and electrical service after project completion. Electrical service and utility costs are subsidiary to this item. Payment will be made under:

| <u>Pay Item No.</u> | <u>Pay Item</u> | <u>Pay Unit</u> |
|---------------------|----------------------------|-----------------|
| 644(8) | Vehicle | Each |
| 644(9) | Nuclear Densometer Storage | Lump Sum |

(02/03/03)R245USC

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

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 draft CPM schedule at the preconstruction conference for the Engineer's approval.

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 before beginning 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 weekly with the Engineer for updating the CPM Schedule. Meet with the Engineer weekly, or as deemed necessary by the Engineer.
(12/13/02)R261M98

Add the following Section:

SECTION 651

EAGLE MONITORING

Special Provisions

651-1.01 DESCRIPTION. This work shall consist of engaging a Professional Services Contractor to provide a monitor to observe eagle activity at nests in order to comply with this section and Section 107.

651-2.01 MATERIALS. A video camera with a minimum 10 power zoom lens shall be used to monitor and record nest activity.

651-3.01 GENERAL REQUIREMENTS. The monitor shall work directly for the contract manager of the professional services contract. The Professional Services Contract Manager or another qualified representative in the techniques of monitoring and observing eagles shall train the monitor. The Professional Services Contract Manager will be responsible for preparing an eagle monitoring plan in conjunction with the Contractors work plan when it involves work within the restricted area or any timing restriction period.

The Professional Services Contract Manager shall meet one of the following criteria.

1. Have a bachelor of science degree in biology, environmental science, or ecology and be presently working in that profession.
2. Have 2 years experience monitoring and observing eagles or other birds of prey or studying their habitat.

The on-site eagle monitor shall be an employee of the Professional Services Contract Manager and shall be at least 18 years of age and physically able to perform all aspects of work.

651-4.01 METHOD OF MEASUREMENT. Item 651(1), Eagle Monitoring will be measured in the manner specified in the directive authorizing the work.

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

651-5.01 BASIS OF PAYMENT. Payment for Item 651(1), Eagle Monitoring will be full compensation to accomplish the work, as specified in the authorizing directive. Payment will be made under:

| <u>Pay Item No.</u> | <u>Pay Item</u> | <u>Pay Unit</u> |
|---------------------|------------------|-----------------|
| 651(1) | Eagle Monitoring | Contingent Sum |

SECTION 703

AGGREGATES

Special Provisions

Add the following subsection:

703-1.01 AGGREGATES. Aggregates used for asphalt concrete pavement shall be derived from a granitic rock or from a source where all of the visible aggregates in it meets the specified quality. A Department geologist or Engineer must inspect the source and certify this.

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 |
| 3/8 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 |

(2/28/00)R117M98

703-2.04 AGGREGATE FOR ASPHALT CONCRETE PAVEMENT. Under Coarse Aggregate, in the table, Change the following values:

L.A. Wear, % 50, max
Degradation Value 45, minFracture, % 90, min two face

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

APPENDIX A
EROSION AND SEDIMENT CONTROL PLAN

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

MEMORANDUM

STATE OF ALASKA

Department of Transportation and Public Facilities

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

Date: May 17, 2004

File No.: STP-0310(7)/57436
Phone No.: 269-0572

From: John Dickenson, P.E.
Highway Design

Subject: UnAlaska: Airport Beach Road
Paving and Striping

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. This project will involve milling the existing pavement, paving, and striping.
 - B. Sequence of Activities. The sequence of activities for this project will involve milling the existing pavement, paving, and striping.
 - C. Area. The total estimated area of ground disturbance is 0 acres.
 - D. Hydrology. According to the Alaska Highway Hydraulic Manual, the UnAlaska area has a 0.8 inch 50 year one hour rainfall (as shown in figure 1-11 on page 1-39). The surrounding terrain along the near the UnAlaska Airport Road is hilly. The surrounding area is rural. The vegetation is alder and birch trees. 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 60%.

Water from the roadway drains towards the ditches, the adjacent wetlands.

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 Airport Road 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.

Recommendations

According to Section 641 of the special provisions. The Contractor is expected to provide a Temporary Erosion and Pollution Control Plan (TEPC) 5 days before the Preconstruction Conference.

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

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539



**Alaska
Department of
Transportation
and
Public Facilities**

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

Alaska Construction Surveying Requirements (US Customary Units)

Table of Contents

| Description | Page |
|--|------|
| 1. Survey accuracy requirements | 1 |
| 2. Survey frequency requirements | 2 |
| 3. Typical section drawing | 3 |
| 4. Survey point materials requirements | 4 |
| 5. Typical alignment notes | 5 |
| 6. Typical clearing notes | 6 |
| 7. Typical level notes | 7 |
| 8. Typical slope stake notes | 8 |
| 9. Typical culvert notes | 9 |
| 10. Typical culvert camber diagram | 10 |
| 11. Typical blue or red tops and grade stake notes | 11 |

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.

2. Survey frequency requirements

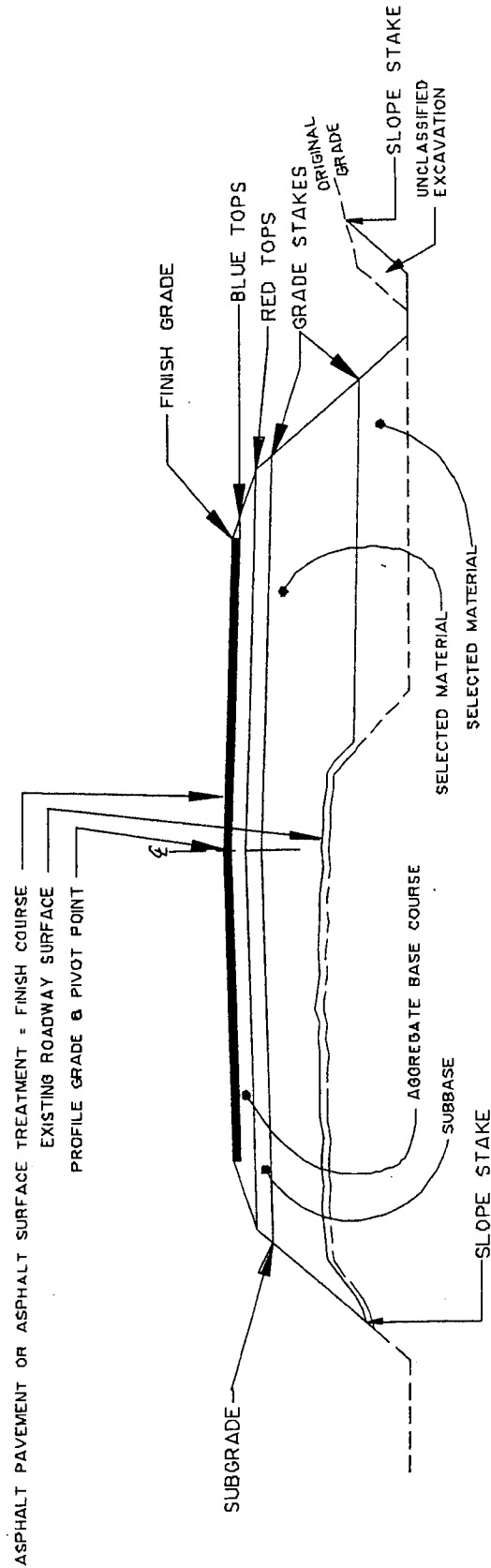
Table 2—Survey frequency requirements (in feet)

| | Tangents | Curves | Interchange ramps | Stake each per plan | See special instructions on sample notes |
|--|----------|--------|-------------------|---------------------|--|
| Additional cross sections | * | * | * | | |
| Benchmarks | | | | | X |
| Blue tops | 100 | 100** | 25 | | X |
| Blue tops within 100 feet both sides of railroad track crossings and bridge approaches | 25 | 25 | 25 | | X |
| Bridges | | | | X | X |
| Center line | 100 | 100** | 25 | | |
| Clearing | 100 | 100** | 25 | | X |
| Culverts | | | | X | X |
| Curb and gutter | 25 | 25 | 25 | | |
| Grade stakes | 100 | 100** | 50 | | |
| Guardrail | 25 | 25 | 25 | | |
| Manholes, catch basins & inlets | | | | X | |
| Monuments | | | | X | |
| Red tops | 100 | 100** | 25 | | X |
| Riprap | 50 | 50 | 50 | | |
| Signs | | | | X | |
| Slope stake / cross sections | 100 | 100** | 25 | | X |
| Under drains and sewers | 50 | 25 | 25 | | |

* Establish additional cross sections and slope stakes at all breaks in topography and where structures begin and end.

**Curves shall be staked on 50-foot stations if the curve is greater than six degrees.

3. Typical Section Drawing



TYPICAL SECTION

NOT TO SCALE

4. Survey point materials requirements

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

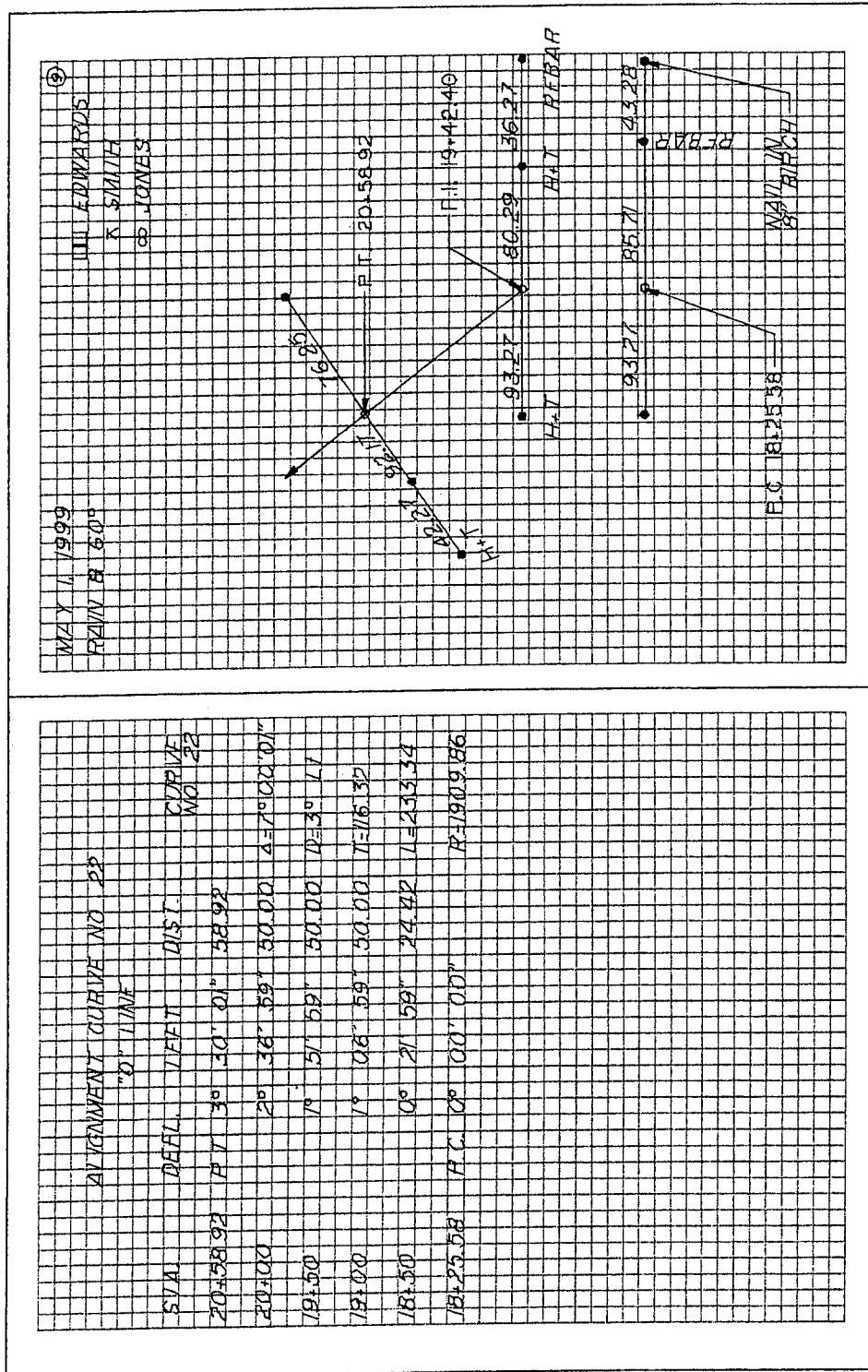
Table 3—Survey point materials requirements

| | 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 | 1/2" 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.I., 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]

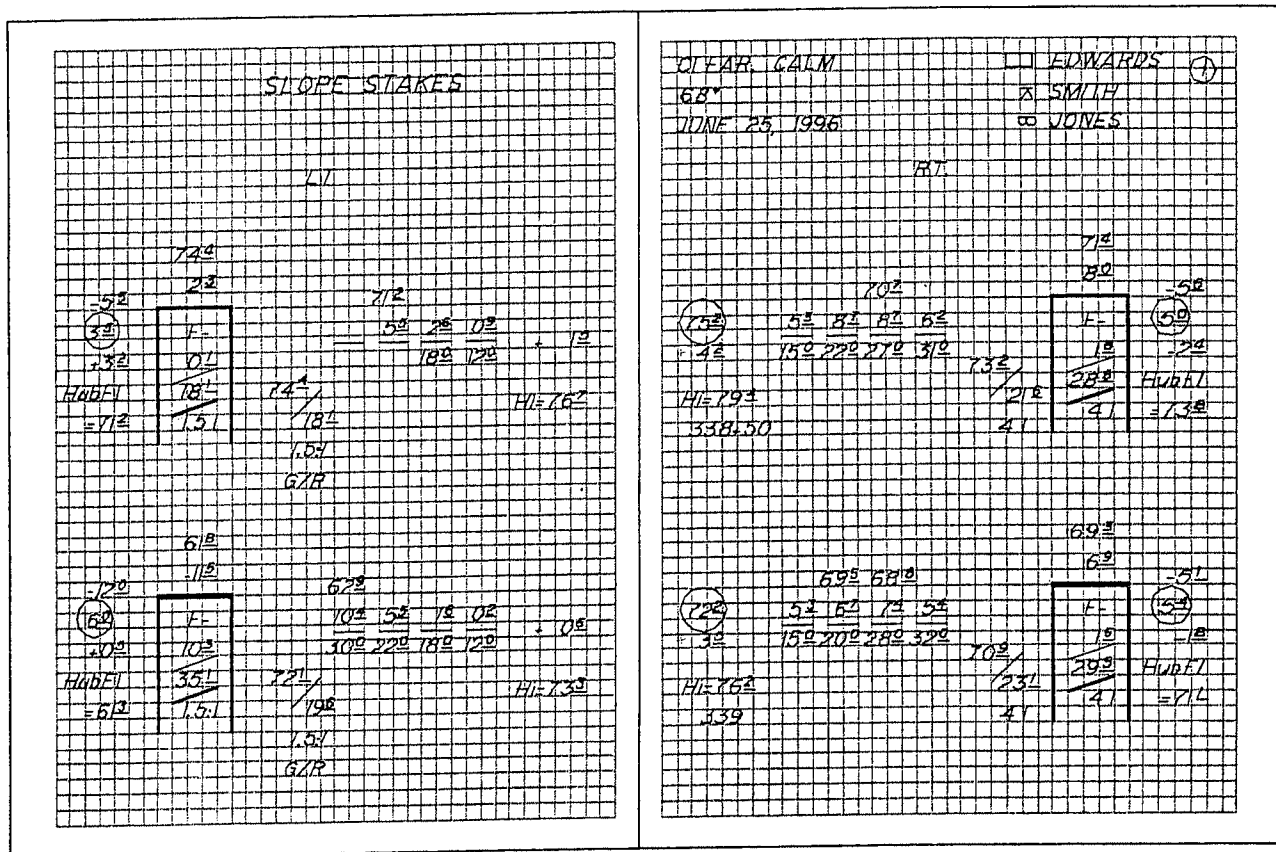
7. Typical level notes

- ✓ 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 WILD 413579 | 3-23-90 | ⊗ EDWARDS ⊕ SMITH |
|-------------------|-------|---------|-------|---------|---|---------|----------------------|
| 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.

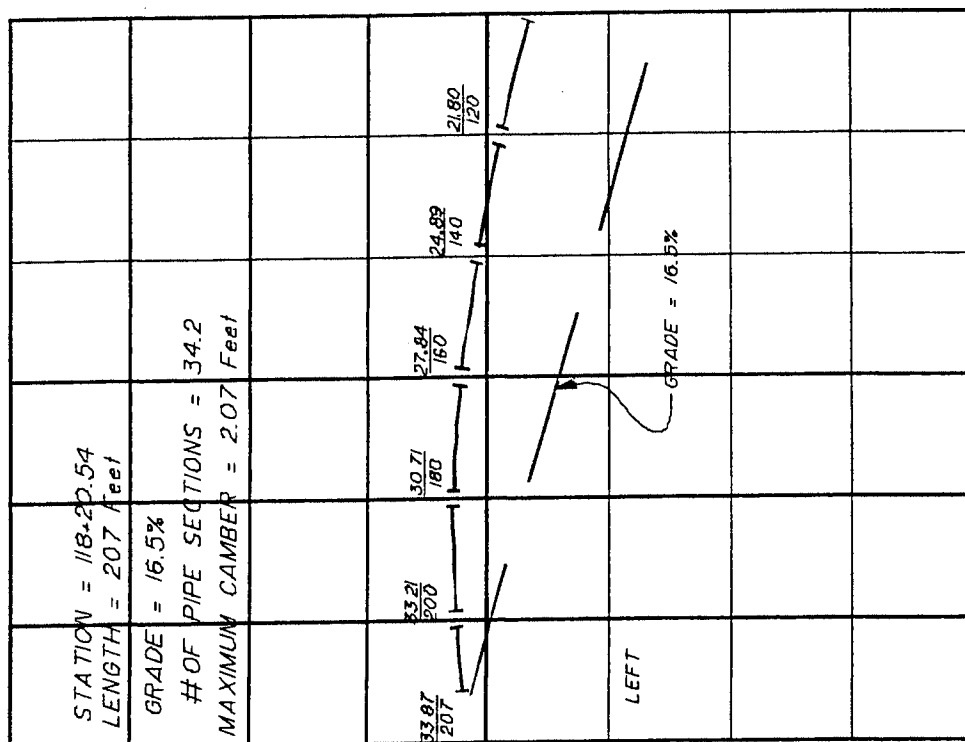
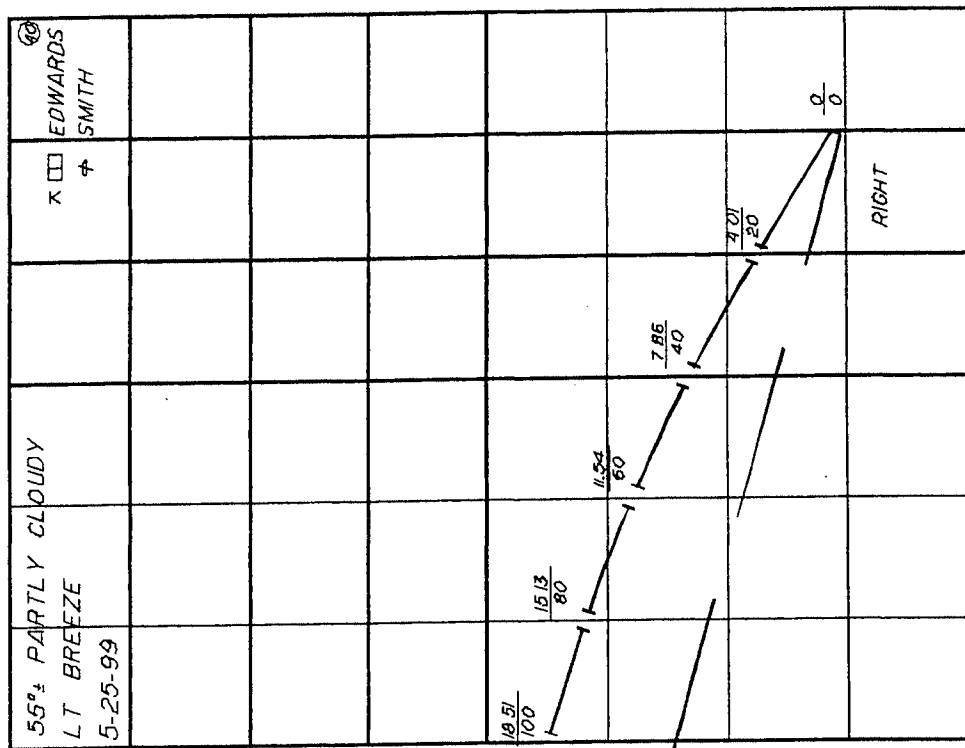


9. Typical culvert notes

- ✓ 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.

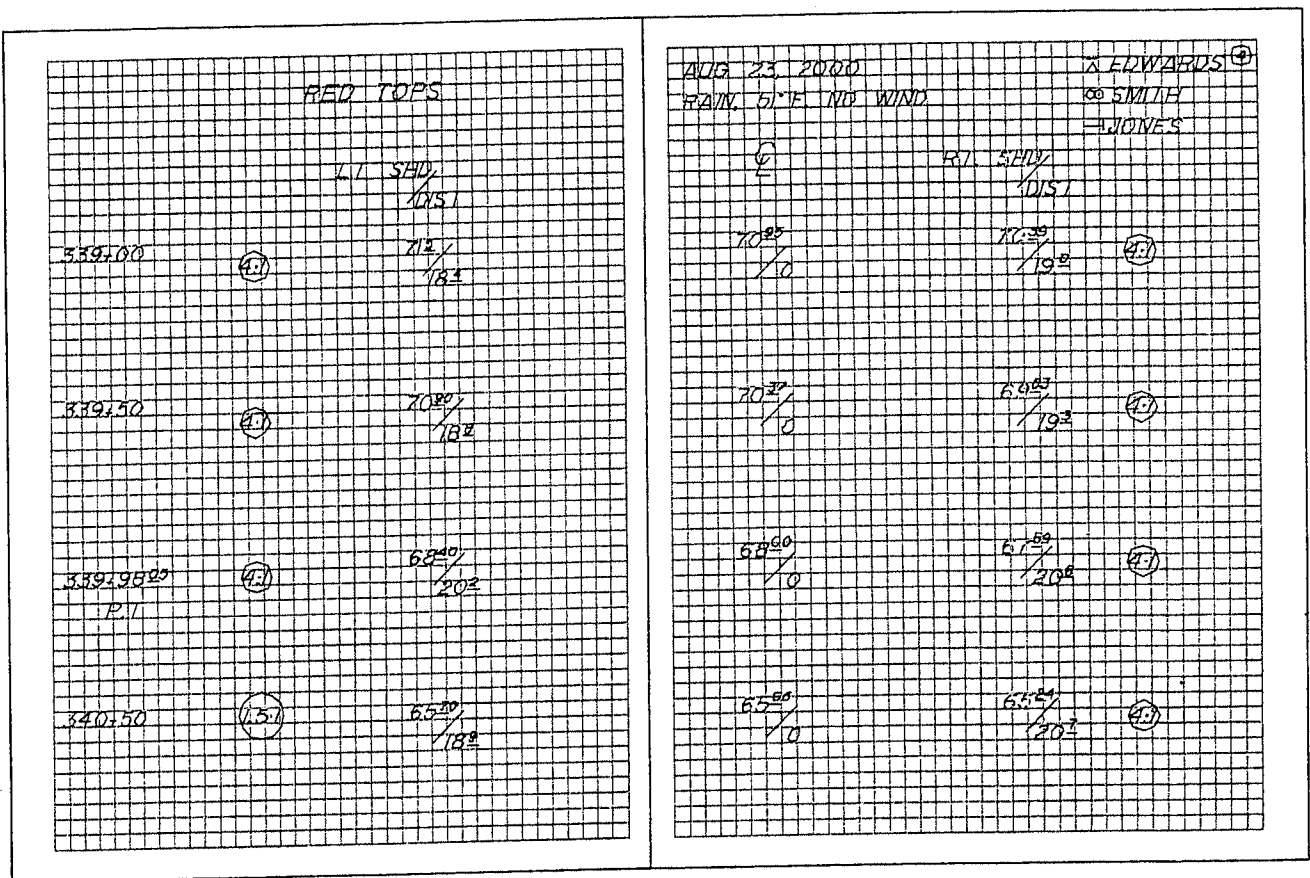
| STA. | + T.B.M No. 101 | CMP STAKING - HI | ELEV. | 52% OVERCAST LT. BREEZE | K | EDWARDS SMITH |
|---------------------|-----------------------|---------------------|---|----------------------------|------------------------------|------------------|
| (1) Hub LATH | 87L 6232 Z | - | 164 60I C-9L 1079 515 F-0L | | (2) Hub OUTLET INVERT=483 | |
| (2) Hub LATH | | | 1322 484 F-05 1270 495 C-07 1345 482 C-00 | | | |
| CMP TRAY (EXISTING) | | | | | | |

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.



APPENDIX C
MATERIALS CERTIFICATION LIST

UNALASKA AIRPORT BEACH ROAD
PROJECT STP-0310(7) 57436

BROADWAY AND
EAST BROADWAY AVE
PROJECT 57539

MATERIALS CERTIFICATION LIST

05/03/2004

| Specifications | | Construction | | | Design | | Statewide | Manufacturer/ Remarks |
|----------------|------|------------------------------|---------------------|--------------------------|--------------------|--------------------|---------------------|--------------------------|
| 1998 2001 | 2002 | Approved Products List | Project Engineer | QA/Materials Engineer | Design Engineer | Bridge Engineer | Traffic Engineer | |

Project Name

Unalaska Airport Beach Road Paving

Project Number

STP-0310(7) / 57436

Project Engineer Signature

401 ASPHALT CONCRETE
PAVEMENT

Mix Design

401-2.01

Joint Adhesive

401-3.14

402 STE-1 ASPHALT FOR TACK
COAT

Mix Design

402-2.01

404 STE-1 ASPHALT FOR SEAL
COAT

Mix Design

404-2.01

643 TRAFFIC MAINTENANCE

Traffic Control Devices

643-2.01

Permanent Construction Signs

643-2.01

670 TRAFFIC MARKINGS

Preformed Payment Markings

712-2.14

05/03/2004

| Specifications | | Construction | | | Design | | | Statewide | Manufacturer/ Remarks |
|----------------|------|------------------------------|---------------------|--------------------------|--------------------|--------------------|---------------------|--------------------------------|--------------------------|
| 1998 2001 | 2002 | Approved Products List | Project Engineer | QA/Materials Engineer | Design Engineer | Bridge Engineer | Traffic Engineer | State Materials Engineer | |
| | | | | | | | | | |

[illegible]

Additional Materials



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID CONSTRUCTION CONTRACTS

| | Page |
|---|------|
| I. General | 1 |
| II. Nondiscrimination | 1 |
| III. Nonsegregated Facilities | 3 |
| IV. Payment of Predetermined Minimum Wages | 4 |
| V. Statements and Payrolls | 6 |
| VI. Record of Materials, Supplies, and Labor | 7 |
| VII. Subletting or Assigning the Contract | 7 |
| VIII. Safety: Accident Prevention | 7 |
| IX. False Statements | 8 |
| X. Implementation of Clean Air Act and Federal Water Pollution Control Act | 8 |
| XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion | 8 |
| XII. Certification Regarding Use of Contract Funds for Lobbying | 10 |

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.

i. 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 Number: AK030001
05/14/2004 AK1

Superseded General Decision Number: AK020001

State: **Alaska**

Construction Types: **Building and Heavy**

Counties: **Alaska 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 | 06/13/2003 | 4 | 04/02/2004 |
| 1 | 11/28/2003 | 5 | 04/16/2004 |
| 2 | 02/06/2004 | 6 | 05/14/2004 |
| 3 | 03/05/2004 | | |

| | | |
|--|----------|--------------|
| ASBE0097-001 01/01/2004 | Rates | Fringes |
| Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishing to all types of mechanical systems) | \$ 29.63 | \$ 9.42 |
| ASBE0097-002 01/01/2004 | Rates | Fringes |
| Hazardous Material Handler (includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems) | \$ 26.45 | \$ 9.42 |
| BOIL0502-002 01/01/2004 | Rates | Fringes |
| Boilermaker | \$ 35.23 | \$ 15.37 |
| BRAK0001-002 07/01/2003 | Rates | Fringes |
| Bricklayer, Block layer, Stone Mason, Marble Mason, Tile Setter, Terrazzo Worker | \$ 30.13 | \$ 11.80 |
| Tile & Terrazzo Finisher | \$ 24.70 | \$ 11.80 |
| CARP1243-003 07/01/2003 | Rates | Fringes |
| NORTH OF THE 63RD PARALLEL | | |
| Carpenter/Lather/Drywall Applicator | \$ 31.40 | \$ 12.20 |
| Carpenter: Fire or Flood Repair Work | \$ 31.99 | \$ 12.20 |
| Millwright | \$ 32.38 | \$ 12.20 |
| CARP1281-004 07/01/2003 | Rates | Fringes |
| SOUTH OF 63RD PARALLEL | | |
| Acoustical Applicator and Lather | \$ 28.10 | \$ 12.70 |
| Carpenters & Drywallers | \$ 28.10 | \$ 12.70 |
| Millwright | \$ 28.80 | \$ 12.70 |
| CARP2520-003 08/01/2003 | Rates | Fringes |
| Diver | | |
| Stand-by | \$ 32.66 | \$ 12.20 |
| Tender | \$ 31.66 | \$ 12.20 |
| Working | \$ 65.32 | \$ 12.20 |
| Piledriver | | |
| Carpenter | \$ 29.30 | \$ 12.20 |
| Piledriver; Skiff Operator and Rigger | \$ 28.14 | \$ 12.20 |
| Sheet Pile Stabber | \$ 29.14 | \$ 12.20 |
| Welder | \$ 29.90 | \$ 12.20 |
| ELEC1547-004 11/03/2003 | Rates | Fringes |
| Cable splicer | \$ 33.17 | 3% + \$13.10 |
| Electrician; Technician | \$ 31.42 | 3% + \$13.10 |
| ELEC1547-005 01/01/2004 | Rates | Fringes |
| Cable splicer | \$ 35.90 | 3% + \$16.00 |
| Linemen (Including Equipment Operators, Technician) | \$ 34.15 | 3% + \$16.00 |
| Powderman | \$ 32.15 | 3% + \$16.00 |
| Tree Trimmer | \$ 22.95 | 3% + \$16.00 |

General Decision Number: AK030001
05/14/2004 AK1

ELEV0019-002 01/01/2004

Elevator Mechanic

Rates

\$ 37.695

Fringes

\$ 10.765 + 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

ENGI0302-002 09/01/2003

Power equipment operators:

Rates

Fringes

GROUP 1

\$ 32.08

\$ 10.89

GROUP 1A

\$ 33.62

\$ 10.89

GROUP 2

\$ 31.41

\$ 10.89

GROUP 3

\$ 30.78

\$ 10.89

GROUP 4

\$ 25.36

\$ 10.89

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; Tower mobiles 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 Plant mix; 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.

General Decision Number: AK030001
05/14/2004 AK1

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|---|----------|----------|
| IRON0751-003 08/01/2003 | Rates | Fringes |
| Ironworkers: | | |
| Bridge, Structural, Ornamental, Reinforcing Machinery Mover, Rigger, Sheeter, | | |
| Stage Rigger, Bender Operator | \$ 27.50 | \$ 14.10 |
| Fence, Barrier and Guardrail Installers | \$ 24.00 | \$ 13.85 |
| Guardrail Layout Man | \$ 24.74 | \$ 13.85 |
| Helicopter, Tower | \$ 28.50 | \$ 14.10 |
| LABO0341-005 09/01/2003 | Rates | Fringes |
| Laborers: | | |
| GROUP 1 | \$ 24.49 | \$ 11.50 |
| GROUP 2 | \$ 25.24 | \$ 11.50 |
| GROUP 3 | \$ 25.89 | \$ 11.50 |
| GROUP 3A | \$ 28.29 | \$ 11.50 |
| GROUP 4 | \$ 16.84 | \$ 11.50 |
| TUNNELS, SHAFTS, AND RAISES | | |
| GROUP 1 | \$ 26.94 | \$ 11.50 |
| GROUP 2 | \$ 27.76 | \$ 11.50 |
| GROUP 3 | \$ 28.48 | \$ 11.50 |
| GROUP 3A | \$ 31.12 | \$ 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

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 nozzle, vibrator); 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 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; Nozzleman, 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.

General Decision Number: AK030001
05/14/2004 AK1

| | | |
|---|-----------------|----------------|
| *PAIN1140-004 04/01/2004 | Rates | Fringes |
| SOUTH OF THE 63RD PARALLEL | | |
| Painters: | | |
| Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, | | |
| Structural Steel, and Commercial Spray | \$ 23.79 | \$ 11.39 |
| Machine Taper/Drywall | \$ 23.99 | \$ 11.39 |
| Spray-Sand/Blast, Epoxy and Tar Applicator | \$ 24.59 | \$ 11.39 |
| Steeple Jack & Tower | \$ 25.59 | \$ 11.39 |
| PAIN1140-005 09/01/2003 | Rates | Fringes |
| Soft Floor Layer | \$ 25.40 | \$ 8.87 |
| PAIN1140-006 01/01/2004 | Rates | Fringes |
| SOUTH OF THE 63RD PARALLEL | | |
| Glazier | \$ 27.00 | \$ 11.60 |
| * PAIN1555-004 04/01/2004 | Rates | Fringes |
| NORTH OF THE 63RD PARALLEL | | |
| Hazardous Material Applicator | | |
| Lead Based Paint Abatement, Radon Mitigation, Sandblast, Structural Steel, | | |
| Taping, Texturing | \$28.50 | \$12.47 |
| Painter: | | |
| Brush, Buffer Operator, Floor-Coverer, Pot Tender, Roll Spray, Wall coverer | \$ 28.00 | \$ 12.47 |
| PAIN1555-005 01/01/2004 | Rates | Fringes |
| NORTH OF THE 63RD PARALLEL | | |
| Glazier | \$ 26.60 | \$ 12.07 |
| PLAS0867-001 04/01/2004 | Rates | Fringes |
| Plasterer | | |
| NORTH OF THE 63RD PARALLEL | \$ 30.39 | \$ 11.51 |
| SOUTH OF THE 63RD PARALLEL | \$ 30.14 | \$ 11.51 |
| PLAS0867-003 04/01/2003 | Rates | Fringes |
| Cement Mason | | |
| NORTH OF THE 63RD PARALLEL | \$ 29.54 | \$ 11.51 |
| SOUTH OF THE 63RD PARALLEL | \$ 29.29 | \$ 11.51 |
| PLUM0262-002 07/01/2003 | Rates | Fringes |
| EAST OF THE 141ST MERIDIAN | | |
| Plumber; Steamfitter | \$ 29.09 | \$ 10.55 |
| PLUM0367-002 07/20/2003 | Rates | Fringes |
| SOUTH OF THE 63RD PARALLEL | | |
| Plumber; Steamfitter | \$ 30.80 | \$ 12.50 |
| PLUM0375-002 07/01/2003 | Rates | Fringes |
| NORTH OF THE 63RD PARALLEL | | |
| Plumber; Steamfitter | \$ 34.26 | \$ 13.15 |
| *PLUM0669-002 04/01/2004 | Rates | Fringes |
| Sprinkler Fitter | \$ 37.85 | \$ 8.65 |
| ROOF0190-002 09/01/2003 | Rates | Fringes |
| Roofer | | |
| NORTH OF THE 63RD PARALLEL | \$ 30.20 | \$ 10.92 |
| SOUTH OF THE 63RD PARALLEL | \$ 28.20 | \$ 10.92 |

General Decision Number: AK030001
05/14/2004 AK1

| | | |
|---|-------------------|---------------------|
| SHEE0023-003 07/01/2003 SOUTH OF THE 63RD PARALLEL Sheet Metal Worker | Rates \$ 30.80 | Fringes \$ 12.44 |
| <hr/> | | |
| SHEE0023-004 09/01/2003 NORTH OF THE 63RD PARALLEL Sheet Metal Worker | Rates \$ 33.36 | Fringes \$ 12.89 |
| <hr/> | | |
| TEAM0959-003 09/01/2003 Truck Driver | Rates | Fringes |
| GROUP 1 | \$ 32.10 | \$ 10.07 |
| GROUP 1A | \$ 33.15 | \$ 10.07 |
| GROUP 2 | \$ 31.05 | \$ 10.07 |
| GROUP 3 | \$ 30.37 | \$ 10.07 |
| GROUP 4 | \$ 29.90 | \$ 10.07 |
| GROUP 5 | \$ 29.26 | \$ 10.07 |

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

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

General Decision Number: AK030001
05/14/2004 AK1
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
- * a conformance (additional classification and rate) ruling

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.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 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:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

05/14/2004 AK6

State: **Alaska**Construction Types: **Highway**

Counties: Aleutians East, Aleutians West, Anchorage, Bethel, Bristol Bay, Dillingham, Fairbanks North Star, Kenai Peninsula, Kodiak Island, Matanuska-Susitna, Nome, North Slope, Northwest Artic, Southeast Fairbanks, Valdez-Cordova, Wade Hampton and Yukon-Koyukuk

Highway Construction Projects

| Modification No. | Publication Date | Modification No. | Publication Date |
|------------------|------------------|------------------|------------------|
| 0 | 06/13/2003 | 4 | 04/02/2004 |
| 1 | 11/28/2003 | 5 | 04/16/2004 |
| 2 | 02/13/2004 | 6 | 05/14/2004 |
| 3 | 03/05/2004 | | |

| | | |
|---|----------|------------|
| CARP1243-004 07/01/2003 | Rates | Fringes |
| NORTH OF THE 63RD PARALLEL | | |
| Carpenter | \$ 31.40 | 12.20 |
| CARP1281-006 07/01/2003 | Rates | Fringes |
| SOUTH OF THE 63RD PARALLEL | | |
| Carpenter | \$ 28.10 | 12.70 |
| CARP2520-004 08/01/2003 | Rates | Fringes |
| Piledriver Carpenter | \$ 29.30 | 12.20 |
| Piledriver, Skiff operator, Rigger | \$ 28.14 | 12.20 |
| Sheet Stabber | \$ 29.14 | 12.20 |
| Welder | \$ 29.90 | 12.20 |
| ELEC1547-004 11/03/2003 | Rates | Fringes |
| Cable splicer | \$ 33.17 | 3% + 13.10 |
| Electrician; Technician | \$ 31.42 | 3% + 13.10 |
| ELEC1547-005 01/01/2004 | Rates | Fringes |
| Cable splicer | \$ 35.90 | 3% + 16.00 |
| Linemen (Including Equipment Operators, Technician) | \$ 34.15 | 3% + 16.00 |
| Powderman | \$ 32.15 | 3% + 16.00 |
| Tree Trimmer | \$ 22.95 | 3% + 16.00 |
| ENGI0302-002 09/01/2003 | Rates | Fringes |
| Power equipment operators: | | |
| GROUP 1 | \$ 32.08 | 10.89 |
| GROUP 1A | \$ 33.62 | 10.89 |
| GROUP 2 | \$ 31.41 | 10.89 |
| GROUP 3 | \$ 30.78 | 10.89 |
| GROUP 4 | \$ 25.36 | 10.89 |

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

General Decision Number: AK030006
05/14/2004 AK6

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 Plant mix; 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.

IRON0751-003 08/01/2003

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers: | | |
| Bridge, Structural, Ornamental, Reinforcing Machinery Mover, Rigger, | | |
| Sheeter, Stage Rigger, Bender Operator | \$ 27.50 | 14.10 |
| Fence, Barrier and Guardrail Installers | \$ 24.00 | 13.85 |
| Guardrail Layout Man | \$ 24.74 | 13.85 |
| Helicopter, Tower | \$ 28.50 | 14.10 |

LABO0341-007 09/01/2003

| | Rates | Fringes |
|------------------------------------|----------|---------|
| Laborers: | | |
| GROUP 1 | \$ 24.49 | 11.50 |
| GROUP 2 | \$ 25.24 | 11.50 |
| GROUP 3 | \$ 25.89 | 11.50 |
| GROUP 3A | \$ 28.29 | 11.50 |
| GROUP 4 | \$ 16.84 | 11.50 |
| Tunnels, Shafts, and Raises | | |
| GROUP 1 | \$ 26.94 | 11.50 |
| GROUP 2 | \$ 27.76 | 11.50 |
| GROUP 3 | \$ 28.48 | 11.50 |
| GROUP 3A | \$ 31.12 | 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 nozzle, vibrator man); 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

05/14/2004 AK6

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); Pipe layers

GROUP 4: Final Building Cleanup

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; 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.

| | | |
|--|----------|---------|
| * PLAS0867-004 04/01/2004 | Rates | Fringes |
| Cement Mason | | |
| NORTH OF THE 63 RD PARALLEL | \$ 29.54 | 11.51 |
| SOUTH OF THE 63 RD PARALLEL | \$ 29.29 | 11.51 |

| | | |
|-------------------------|----------|---------|
| TEAM0959-003 09/01/2003 | Rates | Fringes |
| Truck Driver | | |
| GROUP 1 | \$ 32.10 | 10.07 |
| GROUP 1A | \$ 33.15 | 10.07 |
| GROUP 2 | \$ 31.05 | 10.07 |
| GROUP 3 | \$ 30.37 | 10.07 |
| GROUP 4 | \$ 29.90 | 10.07 |
| GROUP 5 | \$ 29.26 | 10.07 |

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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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);

05/14/2004 AK6

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)).

In the listing above, the "SU" designation means that rates listed under the 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
- * a conformance (additional classification and rate) ruling

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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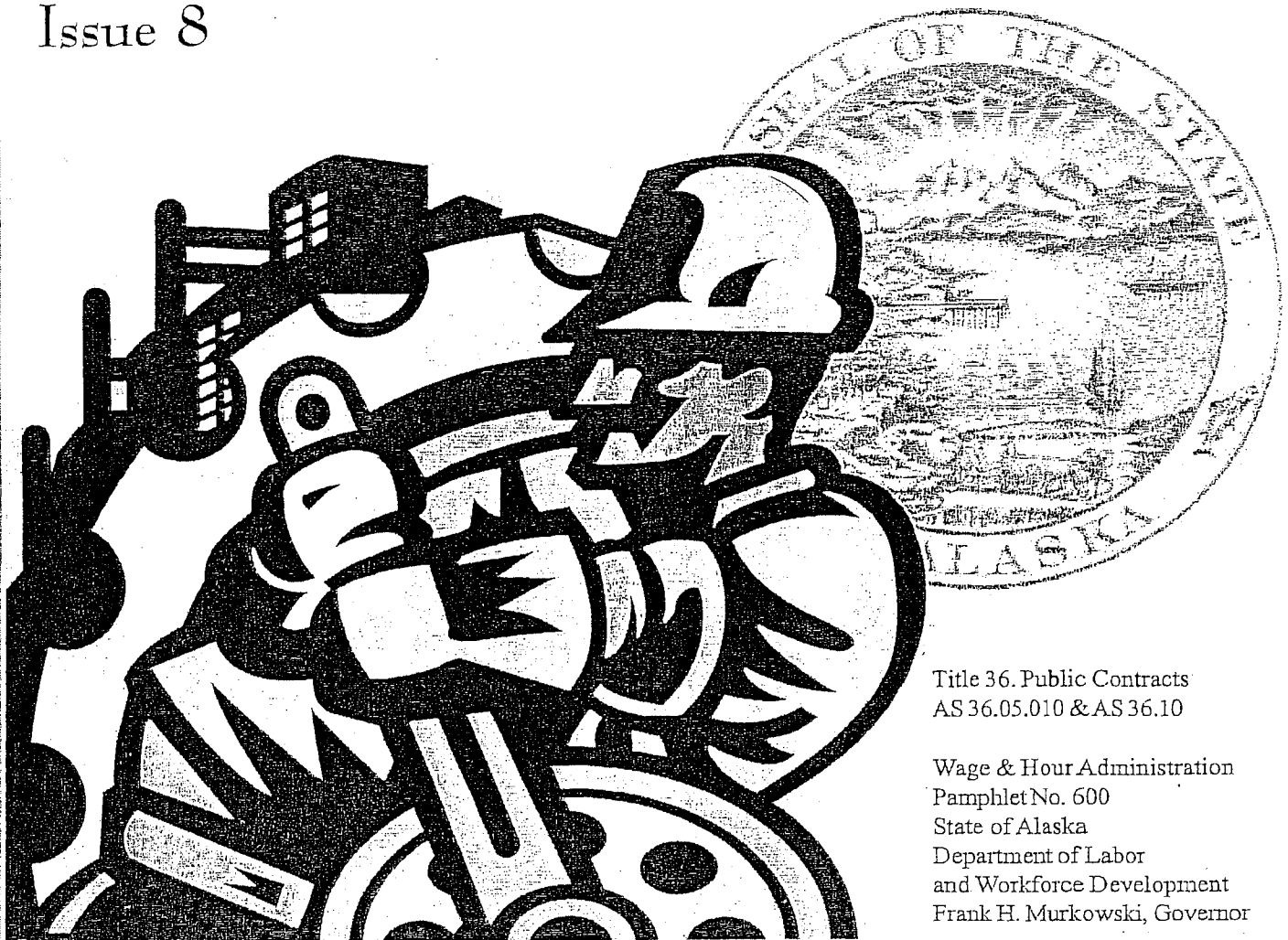
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Laborers' and Mechanics' Minimum Rates of Pay

Effective April 1, 2004
Issue 8



Title 36. Public Contracts
AS 36.05.010 & AS 36.10

Wage & Hour Administration
Pamphlet No. 600
State of Alaska
Department of Labor
and Workforce Development
Frank H. Murkowski, Governor

April 1, 2004

TO ALL CONTRACTING AGENCIES:

Attached is a copy of the Laborers' and Mechanics' Minimum Rates of Pay, Pamphlet 600 that becomes effective April 1, 2004.

All projects with a final bid date of April 11, 2004, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The date the prime contract is awarded is the date from which the 24 months will be counted.** 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.

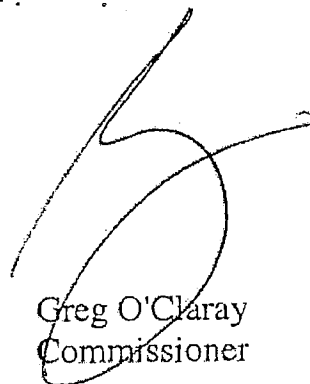
Currently, new wage rates are issued twice a year by the Alaska Department of Labor and Workforce Development, in April and September.

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

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

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









For questions regarding prevailing wage regulations please contact the Wage and Hour Administration at 3301 Eagle Street, Suite 301, Anchorage, AK 99503-4149, 907-269-4900, or Anchorage_LSS-WH@labor.state.ak.us.



Greg O'Claray
Commissioner

Table of Contents

Excerpts from Alaska Law

| | | |
|--------------|--|-----|
| | Sec. 36.05.010. Wage rates on public construction..... | iii |
| New ! |  Sec. 36.05.040. Filing schedule of employees, wages paid, and other information..... | iii |
| New ! |  Sec. 36.05.045. Notice of work and completions: withholding of payment. | iii |
| | Sec. 36.05.060. Penalty for violation of this chapter..... | iv |
| | Sec. 36.05.070. Wage rates in specifications and contracts for public works..... | iv |
| | Sec. 36.05.080. Failure to pay agreed wages. | iv |
| | Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts. | iv |
| New ! |  Sec. 36.05.900. Definitions. | v |
| New ! |  HB155 Sec. 4. Current Public Construction Contracts..... | v |
| New ! |  HB155 Sec. 5. Online Payroll Reporting..... | v |
| New ! |  HB155 Sec. 6. Transitional Provisions: Regulations..... | v |
| New ! |  HB155 Sec. 7..... | v |
| New ! |  HB155 Sec. 8..... | v |

Additional Information

| | |
|--|------|
| Apprentice Rates | v |
| Fringe Benefit Plans..... | vi |
| Special Prevailing Wage Rate Determination | vi |
| Request for Notice of Proposed Change of Labor Standards Regulations | vii |
| Alaska Hire Employment Preference..... | viii |
| Debarment List..... | ix |

| | |
|-------------------------|-------------------|
| Wage Rates | Pages 1-17 |
|-------------------------|-------------------|

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 and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

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



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

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



- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. There is no fee for a contract under which the total amount payable by the contracting agency is less than \$25,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

- (a) The advertised specifications for a public construction contract 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.

New ! Sec. 36.05.900. Definitions.



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

New ! HB155 Sec. 4. The uncodified law of the State of Alaska is amended by adding a new section to read:



CURRENT PUBLIC CONSTRUCTION CONTRACTS. Notwithstanding AS 36.05.045, added by sec. 2 of this Act, a contractor or subcontractor that began work on a public construction contract before July 1, 2003, but has not completed the work before July 1, 2003, shall file a notice of work with the Department of Labor and Workforce Development. The contractor or subcontractor shall file the notice not later than 30 days after the Department of Labor and Workforce Development provides the contractor or subcontractor with a copy of the notice form. The contractor or subcontractor is not required to pay a fee for filing.

New ! HB155 Sec. 5. The uncodified law of the State of Alaska is amended by adding a new section to read:



ONLINE PAYROLL REPORTING. Not later than July 1, 2004, the Department of Labor and Workforce Development shall provide for filing of payroll reports as required in AS 36.05.040, amended by sec. 1 of this Act, by secure online electronic filing.

New ! HB155 Sec. 6. The uncodified law of the State of Alaska is amended by adding a new section to read:



TRANSITIONAL PROVISIONS: REGULATIONS. Notwithstanding sec. 8 of this Act, the Department of Labor and Workforce Development may proceed to adopt regulations necessary to implement the changes made by this Act. The regulations take effect under AS 44.62 (Administrative Procedure Act), but not before the effective date of the relevant statutory change.

HB155 Sec. 7. Sections 4 and 6 of this Act take effect immediately under AS 01.10.070(c).

New !



HB155 Sec. 8. Except as provided in sec. 7 of this Act, this Act takes effect July 1, 2003.

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 that 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
1111 West Eighth Street, Suite 304
Juneau, Alaska 99801

**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:

Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
3301 Eagle Street, Suite 301
Anchorage, Alaska 99503-4149
<http://labor.state.ak.us/lss/home.htm>

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**:

- | | | |
|-------------------------------------|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing | <input type="checkbox"/> 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 on the internet at <http://labor.state.ak.us/lss/lssforms.htm> or 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 | Ironworkers | Surveyors |
| Cement Masons | Laborers | Truck Drivers |
| Culinary Workers | Mechanics | Welders |
| Electricians | Painters | |

This determination became effective July 1, 2003 and remains in effect until June 30, 2005.

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 the law applies to a particular project, the Department requests that you contact the regional office nearest you for a determination.

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

| Anchorage | Juneau | Fairbanks |
|---|--|--|
| 3301 Eagle Street, Suite 301 Anchorage, Alaska 99503-4149 Phone: (907) 269-4900 | 1111 West Eighth Street, Suite 302 Juneau, Alaska 99801-1802 Phone: (907) 465-4842 | Regional State Office Building 675 7 th Avenue, Station J-1 Fairbanks, Alaska 99701-4593 Phone: (907) 451-2886 |

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 |

Laborers' & Mechanics' Minimum Rates of Pay

| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|--|--|-------|------|------|------|-------|----------|-------|
| Boilermakers | | | | | | | | |
| | | | | | | VAC | | |
| A0101 | Boilermaker (Journeyman) | 35.23 | 5.77 | 7.50 | 0.74 | 1.60 | | 50.84 |
| Bricklayers & Blocklayers | | | | | | | | |
| | | | | | | L&M | | |
| A0201 | Blocklayer | 30.13 | 4.15 | 7.25 | 0.40 | 0.05 | | 41.98 |
| | Bricklayer | | | | | | | |
| | Marble or Stone Mason | | | | | | | |
| | Refractory Worker | | | | | | | |
| | Terrazzo Worker | | | | | | | |
| | Tile Setter | | | | | | | |
| | | | | | | L&M | | |
| A0202 | Tuck Pointer Caulker Cleaner (PCC) | 28.63 | 4.15 | 7.25 | 0.40 | 0.05 | | 40.48 |
| | | | | | | L&M | | |
| A0203 | Marble & Tile Finisher | 24.70 | 4.15 | 7.25 | 0.40 | 0.05 | | 36.55 |
| | Terrazzo Finisher | | | | | | | |
| | | | | | | L&M | | |
| A0204 | Torginal Applicator | 28.04 | 4.15 | 7.25 | 0.40 | 0.05 | | 39.89 |
| Carpenters, Region I (North of N63 Latitude) | | | | | | | | |
| | | | | | | L&M | | |
| N0301 | Carpenter (Journeyman) | 31.40 | 4.00 | 7.60 | 0.60 | 0.05 | | 43.65 |
| | Drywall Applicator or Lather | | | | | | | |
| | | | | | | L&M | | |
| N0303 | Millwright (Journeyman) | 32.37 | 4.00 | 7.60 | 0.60 | 0.05 | | 44.62 |
| | | | | | | L&M | | |
| N0304 | Fire or Flood Repair Work | 31.98 | 4.00 | 7.60 | 0.60 | 0.05 | | 44.23 |
| | | | | | | L&M | | |
| N0305 | Millwright Welder | 32.96 | 4.00 | 7.60 | 0.60 | 0.05 | | 45.21 |
| Carpenters, Region II (South of N63 Latitude) | | | | | | | | |
| | | | | | | L&M | SAF | |
| S0301 | Carpenter (Journeyman) | 28.10 | 4.15 | 7.90 | 0.60 | 0.05 | 0.05 | 40.85 |
| | | | | | | L&M | SAF | |
| S0302 | Lather/Acoustical | 28.10 | 4.15 | 7.90 | 0.60 | 0.05 | 0.05 | 40.85 |
| | | | | | | L&M | SAF | |
| S0303 | Millwright | 28.80 | 4.15 | 7.90 | 0.60 | 0.05 | 0.05 | 41.55 |
| Cement Masons, Region I (North of N63 Latitude) | | | | | | | | |
| | | | | | | L&M | | |
| N0401 | Group I, including: Application of Sealing Compound | 29.54 | 5.61 | 5.25 | 0.65 | 0.05 | | 41.10 |

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

| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|---|--|-------|------|------|------|----------------|-------|
| Cement Masons, Region I (North of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| N0401 | Group I, including: | 29.54 | 5.61 | 5.25 | 0.65 | 0.05 | 41.10 |
| | 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 | | | | | | |
| | | | | | | L&M | |
| N0402 | Group II, including: | 29.54 | 5.61 | 5.25 | 0.65 | 0.05 | 41.10 |
| | Form Setter | | | | | | |
| | | | | | | L&M | |
| N0403 | Group III, including: | 29.54 | 5.61 | 5.25 | 0.65 | 0.05 | 41.10 |
| | Concrete Saw (self-powered) | | | | | | |
| | Curb & Gutter Machine | | | | | | |
| | Floor Grinder | | | | | | |
| | Pneumatic Power Tools | | | | | | |
| | Power Chipping & Bushing | | | | | | |
| | Sand Blasting Architectural Finish | | | | | | |
| | Screed & Rodding Machine Operator | | | | | | |
| | Troweling Machine Operator | | | | | | |
| | | | | | | L&M | |
| N0404 | Group IV, including: | 29.54 | 5.61 | 5.25 | 0.65 | 0.05 | 41.10 |
| | Application of All Composition Mastic | | | | | | |
| | Application of All Epoxy Material | | | | | | |
| | Application of All Plastic Material | | | | | | |
| | Finish Colored Concrete | | | | | | |
| | Guniting Nozzleman | | | | | | |
| | Hand Powered Grinder | | | | | | |
| | Tunnel Worker | | | | | | |
| | | | | | | L&M | |
| N0405 | Group V, including: | 30.39 | 5.61 | 5.25 | 0.65 | 0.05 | 41.95 |
| | Plasterer | | | | | | |
| Cement Masons, Region II (South of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| S0401 | Group I, including: | 29.29 | 5.61 | 5.25 | 0.65 | 0.05 | 40.85 |
| | Application of Sealing Compound | | | | | | |
| | Application of Underlayment | | | | | | |
| | Building, General | | | | | | |

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

| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|---|--|-------|------|------|------|----------------|-------|
| Cement Masons, Region II (South of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| S0401 | Group I, including: | 29.29 | 5.61 | 5.25 | 0.65 | 0.05 | 40.85 |
| | 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 | | | | | | |
| | | | | | | L&M | |
| S0402 | Group II, including: | 29.29 | 5.61 | 5.25 | 0.65 | 0.05 | 40.85 |
| | Form Setter | | | | | | |
| | | | | | | L&M | |
| S0403 | Group III, including: | 29.29 | 5.61 | 5.25 | 0.65 | 0.05 | 40.85 |
| | Concrete Saw (self-powered) | | | | | | |
| | Curb & Gutter Machine | | | | | | |
| | Floor Grinder | | | | | | |
| | Pneumatic Power Tools | | | | | | |
| | Power Chipping & Bushing | | | | | | |
| | Sand Blasting Architectural Finish | | | | | | |
| | Screed & Rodding Machine Operator | | | | | | |
| | Troweling Machine Operator | | | | | | |
| | | | | | | L&M | |
| S0404 | Group IV, including: | 29.29 | 5.61 | 5.25 | 0.65 | 0.05 | 40.85 |
| | Application of All Composition Mastic | | | | | | |
| | Application of All Epoxy Material | | | | | | |
| | Application of All Plastic Material | | | | | | |
| | Finish Colored Concrete | | | | | | |
| | Guniting Nozzleman | | | | | | |
| | Hand Powered Grinder | | | | | | |
| | Tunnel Worker | | | | | | |
| | | | | | | L&M | |
| S0405 | Group V, including: | 30.14 | 5.61 | 5.25 | 0.65 | 0.05 | 41.70 |
| | Plasterer | | | | | | |
| Culinary Workers (At remote work sites only*) | | | | | | | |
| | | | | | | LEG | |
| A0501 | Baker/Cook | 20.89 | 1.75 | 4.02 | | 0.05 | 26.71 |
| | | | | | | LEG | |
| A0503 | General Helper | 18.25 | 1.75 | 4.02 | | 0.05 | 24.07 |
| | Housekeeper | | | | | | |
| | Janitor | | | | | | |
| | Kitchen Helper | | | | | | |

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

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

Culinary Workers (At remote work sites only*)

| | | | | | | | | |
|-------|-------------------|-------|------|------|--|------|--|-------|
| A0504 | Head Cook | 21.36 | 1.75 | 4.02 | | LEG | | |
| | | | | | | 0.05 | | 27.18 |
| A0505 | Head Housekeeper | 18.61 | 1.75 | 4.02 | | LEG | | |
| | Head Kitchen Help | | | | | 0.05 | | 24.45 |

Dredgemen

| | | | | | | | | |
|-------|---|-------|------|------|------|------|--|-------|
| A0601 | Assistant Engineer, including: | 31.41 | 5.29 | 5.00 | 0.60 | L&M | | |
| | Craneman | | | | | 0.05 | | 42.3 |
| | Electrical Generator Operator (primary pump/power barge/dredge) | | | | | | | |
| | Engineer | | | | | | | |
| | Welder | | | | | | | |
| A0602 | Assistant Mate (deckhand) | 30.39 | 5.29 | 5.00 | 0.60 | L&M | | |
| | | | | | | 0.05 | | 41.33 |
| A0603 | Fireman | 30.78 | 5.29 | 5.00 | 0.60 | L&M | | |
| | | | | | | 0.05 | | 41.72 |
| A0605 | Leverman Clamshell | 33.62 | 5.29 | 5.00 | 0.60 | L&M | | |
| | | | | | | 0.05 | | 44.56 |
| A0606 | Leverman Hydraulic | 32.08 | 5.29 | 5.00 | 0.60 | L&M | | |
| | | | | | | 0.05 | | 43.02 |
| A0607 | Mate & Boatman | 31.41 | 5.29 | 5.00 | 0.60 | L&M | | |
| | | | | | | 0.05 | | 42.35 |
| A0608 | Oiler | 30.78 | 5.29 | 5.00 | 0.60 | L&M | | |
| | | | | | | 0.05 | | 41.72 |

Electricians

| | | | | | | | | |
|-------|---------------------------------------|-------|------|------|------|------|------|-------|
| A0701 | Inside Cable Splicer | 33.17 | 6.30 | 7.10 | 0.55 | L&M | LEG | |
| | | | | | | 0.20 | 0.15 | 47.47 |
| A0702 | Inside Journeyman Wireman, including: | 31.42 | 6.30 | 7.04 | 0.55 | L&M | LEG | |
| | Communications and Technicians | | | | | 0.20 | 0.15 | 45.66 |
| A0703 | Outside Cable Splicer | 35.90 | 6.30 | 9.15 | 0.40 | L&M | LEG | |
| | | | | | | 0.20 | 0.15 | 52.10 |
| A0704 | Journeyman Lineman, including: | 34.15 | 6.30 | 9.15 | 0.40 | L&M | LEG | |
| | Equipment Operator | | | | | 0.20 | 0.15 | 50.35 |
| | Technician | | | | | | | |
| A0705 | Powderman | 32.15 | 6.30 | 9.15 | 0.40 | L&M | LEG | |
| | | | | | | 0.20 | 0.15 | 48.35 |
| A0706 | Material Handler | 21.73 | 5.70 | 3.63 | 0.15 | L&M | LEG | |
| | | | | | | 0.05 | 0.15 | 31.41 |
| A0707 | Tree trimmer shredder | 22.95 | 6.30 | 9.15 | 0.40 | L&M | LEG | |
| | | | | | | 0.20 | 0.15 | 39.15 |

Elevator Workers

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

| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|---|---|-------|------|------|------|----------------------|-------|
| Elevator Workers | | | | | | | |
| A0802 | Elevator Constructor | 26.39 | 6.53 | 3.90 | 0.34 | L&M VAC 0.10 2.11 | 39.37 |
| A0803 | Elevator Constructor Mechanic | 37.69 | 6.53 | 3.90 | 0.34 | L&M VAC 0.10 3.02 | 51.58 |
| Heat & Frost Insulators/Asbestos Workers | | | | | | | |
| A0901 | Insulator | 29.63 | 5.94 | 2.81 | 0.60 | VAC 0.00 | 38.98 |
| A0902 | Asbestos Abatement-Mechanical Systems | 26.15 | 5.94 | 2.81 | 0.60 | VAC 0.55 | 36.05 |
| A0903 | Asbestos Abatement/General Demolition All Systems | 26.15 | 5.94 | 2.81 | 0.60 | VAC 0.55 | 36.05 |
| Helicopter | | | | | | | |
| A1005 | Helicopter Mechanic (normal base of operations) | 13.97 | 0.66 | 0.00 | 0.00 | VAC 0.40 | 15.03 |
| A1006 | Helicopter Mechanic (remote base of operations) | 13.97 | 0.66 | 0.00 | 0.00 | VAC ONT 0.40 2.69 | 17.72 |
| IronWorkers | | | | | | | |
| A1101 | Ironworkers, including: Bender Operator Bridge & Structural Machinery Mover Ornamental Reinforcing Rigger, including Stage Construction Sheeter Signalman Welder | 27.50 | 5.39 | 7.90 | 0.81 | L&M 0.06 | 41.66 |
| A1102 | Helicopter Tower | 28.50 | 5.39 | 7.90 | 0.81 | L&M 0.06 | 42.66 |
| A1103 | Fence/Barrier Installer Guard Rail Installer | 24.00 | 5.39 | 7.65 | 0.81 | L&M 0.06 | 37.91 |
| A1104 | Guard Rail Layout Man | 24.74 | 5.39 | 7.65 | 0.81 | L&M 0.06 | 38.65 |
| Laborers | | | | | | | |
| A1201 | Group I including: Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer | 24.49 | 5.10 | 5.65 | 0.65 | L&M LEG 0.10 0.10 | 36.09 |

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| Class Code | Classification of Laborers & Mechanics | 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 |
| | Carpenter Tender or Helper | | | | | | | |
| | Choke Setter, Hook Tender, Rigger, Signalman | | | | | | | |
| | Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding) | | | | | | | |
| | Crusher Plant Laborer | | | | | | | |
| | Demolition Laborer | | | | | | | |
| | Ditch Digger | | | | | | | |
| | Dumpman | | | | | | | |
| | Environmental Laborer (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 | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | 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 |
| | Environmental Laborer (marine work) | | | | | | | |
| | Foam Gun or Foam Machine Operator | | | | | | | |
| | Green Cutter (dam work) | | | | | | | |
| | Guardrail Machine Operator | | | | | | | |
| | Gunit 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 | | | | | | | |
| | Slurry Seal Squeegee Man | | | | | | | |
| | Welding Certified (in connection with laborer's work) | | | | | | | |
| | | | | | | L&M | LEG | |
| A1204 | Group IIIA | 28.29 | 5.10 | 5.65 | 0.65 | 0.10 | 0.10 | 39.89 |
| | Asphalt Raker, Asphalt Belly Dump Lay Down | | | | | | | |
| | Grade Checking (setting or transferring of grade marks, line and grade) | | | | | | | |
| | Licensed Powderman | | | | | | | |
| | Pipelayers | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|--|--|-------|------|------|------|----------------|------------|-------|
| Laborers | | | | | | | | |
| | | | | | | 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) | | | | | | | | |
| | | | | | | L&M | | |
| N1301 | Group I, including: | 28.00 | 5.37 | 6.70 | 0.40 | 0.20 | | 40.67 |
| | Brush | | | | | | | |
| | Paper | | | | | | | |
| | Roller | | | | | | | |
| | Vinyl | | | | | | | |
| | | | | | | L&M | | |
| N1302 | Group II, including: | 28.50 | 5.37 | 6.70 | 0.40 | 0.20 | | 41.17 |
| | Buffer Operator | | | | | | | |
| | Finish Metals | | | | | | | |
| | Floorcoverer | | | | | | | |
| | Hazardous Material Handler | | | | | | | |
| | Lead Based Paint Abatement | | | | | | | |
| | Pot Tender | | | | | | | |
| | Radon Mitigation | | | | | | | |
| | Sandblast | | | | | | | |
| | Spray | | | | | | | |
| | Structural | | | | | | | |
| | Taping & Texturing | | | | | | | |
| | | | | | | VAC | | |
| N1304 | Group IV | 26.60 | 5.37 | 5.10 | 0.47 | 1.13 | | 38.67 |
| | Glazier | | | | | | | |
| Painters, Region II (South of N63 Latitude) | | | | | | | | |
| | | | | | | L&M | | |
| S1301 | Group I including: | 23.79 | 5.37 | 6.72 | 0.80 | 0.82 | | 37.50 |
| | Brush | | | | | | | |
| | General Painter | | | | | | | |
| | Hand Taper/Drywall | | | | | | | |
| | Paper | | | | | | | |
| | Sign | | | | | | | |
| | Structural Steel | | | | | | | |
| | Swing Stage | | | | | | | |
| | Vinyl | | | | | | | |
| | | | | | | L&M | | |
| S1302 | Group II including: | 24.59 | 5.37 | 6.72 | 0.80 | 0.82 | | 38.30 |
| | Epoxy | | | | | | | |
| | Industrial Painter | | | | | | | |
| | Pot Tender | | | | | | | |
| | Sand Blast | | | | | | | |
| | Spray | | | | | | | |

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

| | | | | | | | | |
|-------|---------------------------------------|-------|------|------|------|------|-----|-------|
| S1302 | Group II including: Tar Applicator | 24.59 | 5.37 | 6.72 | 0.80 | 0.82 | L&M | 38.30 |
|-------|---------------------------------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|---|-------|------|------|------|------|-----|-------|
| S1303 | Group III including: Machine Taper/Drywall | 23.99 | 5.37 | 6.72 | 0.80 | 0.82 | L&M | 37.70 |
|-------|---|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|---------------------|-------|------|------|------|------|-----|-------|
| S1304 | Group IV Glazier | 27.00 | 5.37 | 5.43 | 0.80 | 0.07 | L&M | 38.67 |
|-------|---------------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|--|-------|------|------|------|------|-----|-------|
| S1305 | Group V including: Carpet Installer Floor Applicator Floorcoverer Linoleum Installer Seamless Floor Applicator Soft Tile Installer | 25.40 | 5.37 | 3.00 | 0.50 | 0.07 | L&M | 34.34 |
|-------|--|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|---|-------|------|------|------|------|-----|-------|
| S1306 | Group VI including: Steeple Jack Tower | 25.59 | 5.37 | 6.72 | 0.80 | 0.82 | L&M | 39.30 |
|-------|---|-------|------|------|------|------|-----|-------|

Piledrivers

| | | | | | | | | |
|-------|---|-------|------|------|------|------|-----|-------|
| A1401 | Assistant Dive Tender, Piledriver, Skiff Operator | 28.14 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 40.39 |
|-------|---|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|-----------------------|-------|------|------|------|------|-----|-------|
| A1402 | Carpenter, Piledriver | 29.30 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 41.55 |
|-------|-----------------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|-------------------|-------|------|------|------|------|-----|-------|
| A1403 | Piledriver-Welder | 29.90 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 42.15 |
|-------|-------------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|-----------------|-------|------|------|------|------|-----|-------|
| A1404 | Diver (working) | 65.32 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 77.57 |
|-------|-----------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|-----------------|-------|------|------|------|------|-----|-------|
| A1405 | Diver (standby) | 32.66 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 44.91 |
|-------|-----------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|-------------|-------|------|------|------|------|-----|-------|
| A1406 | Dive Tender | 31.66 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 43.91 |
|-------|-------------|-------|------|------|------|------|-----|-------|

| | | | | | | | | |
|-------|---------------|-------|------|------|------|------|-----|-------|
| A1407 | Sheet Stabber | 29.14 | 4.00 | 7.40 | 0.80 | 0.05 | L&M | 41.39 |
|-------|---------------|-------|------|------|------|------|-----|-------|

Plumbers, Region I (North of N63 Latitude)

| | | | | | | | | |
|-------|--|-------|------|------|------|------|---------|-------|
| N1501 | Journeyman Pipefitter Plumber Welder | 32.46 | 4.05 | 8.65 | 0.20 | 0.90 | L&M S&L | 46.76 |
|-------|--|-------|------|------|------|------|---------|-------|

Plumbers, Region II (South of N63 Latitude)

| | | | | | | | | |
|-------|-----------------------|-------|------|------|------|------|-----|-------|
| S1501 | Journeyman Pipefitter | 30.80 | 6.20 | 4.90 | 1.40 | 0.20 | L&M | 43.50 |
|-------|-----------------------|-------|------|------|------|------|-----|-------|

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|---|---|-------|------|------|------|----------------|-------|
| Plumbers, Region II (South of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| S1501 | Journeyman Pipefitter | 30.80 | 6.20 | 4.90 | 1.40 | 0.20 | 43.50 |
| | Plumber | | | | | | |
| | Welder | | | | | | |
| Plumbers, Region IIA (1st Judicial District) | | | | | | | |
| | | | | | | L&M | |
| X1501 | Journeyman Pipefitter | 28.59 | 3.65 | 6.50 | 0.90 | 0.24 | 39.88 |
| | Plumber | | | | | | |
| | Welder | | | | | | |
| Power Equipment Operators | | | | | | | |
| | | | | | | L&M | |
| A1601 | Group I, including: | 32.08 | 5.29 | 5.00 | 0.60 | 0.05 | 43.02 |
| | 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) | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|----------------------------------|--|-------|------|------|------|----------------|----------|-------|
| Power Equipment Operators | | | | | | | | |
| | | | | | | L&M | | |
| A1601 | Group I, including: | 32.08 | 5.29 | 5.00 | 0.60 | 0.05 | | 43.02 |
| | (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 | | | | | | | |
| | 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 | | | | | | | |
| | | | | | | L&M | | |
| A1602 | Group IA, including: | 33.62 | 5.29 | 5.00 | 0.60 | 0.05 | | 44.56 |
| | 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 | | | | | | | |
| | | | | | | L&M | | |
| A1603 | Group II, including: | 31.41 | 5.29 | 5.00 | 0.60 | 0.05 | | 42.35 |
| | 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) | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|----------------------------------|--|-------|------|------|------|-------|----------------|-------|
| Power Equipment Operators | | | | | | | | |
| | | | | | | | L&M | |
| A1603 | Group II, including: | 31.41 | 5.29 | 5.00 | 0.60 | 0.05 | | 42.35 |
| | 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) | | | | | | | |
| | | | | | | | L&M | |
| A1604 | Group III, including: | 30.78 | 5.29 | 5.00 | 0.60 | 0.05 | | 41.72 |
| | "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 & 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 | | | | | | | |
| | Roller, (other than Plantmix) | | | | | | | |
| | Saws, Concrete | | | | | | | |
| | Straightening Machine | | | | | | | |
| | Tow Tractor | | | | | | | |
| | | | | | | | L&M | |
| A1605 | Group IV, including: | 25.36 | 5.29 | 5.00 | 0.60 | 0.05 | | 36.30 |
| | Drill Helper | | | | | | | |
| | Parts & Equipment Coordinator | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|---|---|-------|------|------|------|----------------|-------|
| Power Equipment Operators | | | | | | | |
| | | | | | | L&M | |
| A1605 | Group IV, including: Rig Oiler/Assistant Engineer (over 85 tons or 100 foot boom) Spotter Steam Cleaner Swamper (on trenching machines or shovel type equipment) | 25.36 | 5.29 | 5.00 | 0.60 | 0.05 | 36.30 |
| Roofers, Region I (North of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| N1701 | Roofer & Waterproofer | 31.12 | 3.43 | 6.26 | 0.31 | 0.05 | 41.17 |
| Roofers, Region II (South of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| S1701 | Roofer & Waterproofer | 29.12 | 3.43 | 6.26 | 0.31 | 0.05 | 39.17 |
| Sheet Metal Workers, Region I (North of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| N1801 | Sheet Metal Journeyman Air Balancing and duct cleaning of HVAC systems Brazing, soldering or welding of metals Demolition of sheet metal HVAC systems Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work Fabrication and installation of heating, ventilation and air conditioning ducts and equipment Fabrication and installation of louvers and hoods Fabrication and installation of sheet metal lagging Fabrication and installation of stainless steel commercial or industrial food service equipment 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 | 33.36 | 4.35 | 7.42 | 1.12 | 0.25 | 46.50 |
| Sheet Metal Workers, Region II (South of N63 Latitude) | | | | | | | |
| | | | | | | L&M | |
| S1801 | Sheet Metal Journeyman | 30.80 | 4.50 | 7.09 | 0.85 | 0.30 | 43.54 |
| Sprinkler Fitters | | | | | | | |
| | | | | | | L&M | |
| A1901 | Sprinkler Fitter | 33.20 | 6.10 | 6.80 | 0.30 | 0.10 | 46.50 |
| Surveyors | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|--------------------------------|--|-------|------|------|------|----------------|-------|
| Surveyors | | | | | | | |
| | | | | | | L&M | |
| A2001 | Chief of Parties | 33.15 | 4.35 | 5.12 | 0.60 | 0.05 | 43.27 |
| | | | | | | L&M | |
| A2002 | Party Chief (including Office Tech & Line & Grade Technician) | 32.10 | 4.35 | 5.12 | 0.60 | 0.05 | 42.22 |
| | | | | | | L&M | |
| A2003 | Associate Party Chief (including Instrument Person & Head Chain Person) | 30.37 | 4.35 | 5.12 | 0.60 | 0.05 | 40.49 |
| | | | | | | L&M | |
| A2005 | Stake Hop/Grademan | 27.99 | 4.35 | 5.12 | 0.60 | 0.05 | 38.11 |
| | | | | | | L&M | |
| A2006 | Chain Person (for crews with more than 2 people) | 26.84 | 4.35 | 5.12 | 0.60 | 0.05 | 36.96 |
| Truck Drivers/Surveyors | | | | | | | |
| | | | | | | L&M | |
| A2101 | Group I including: 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) Party Chief Ready-mix (over 12 yards up to & including 15 yards) Semi with Double Box Mixer | 32.10 | 4.35 | 5.12 | 0.60 | 0.05 | 42.22 |
| | | | | | | L&M | |
| A2102 | Group 1A including: Chief of Parties Dump Trucks (including rockbuggy & trucks with pups, over 60 yards up to & including 100 yards) Jeeps (driver under load) | 33.15 | 4.35 | 5.12 | 0.60 | 0.05 | 43.27 |
| | | | | | | L&M | |
| A2103 | Group II including: 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 | 31.05 | 4.35 | 5.12 | 0.60 | 0.05 | 41.17 |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|--------------------------------|--|-------|------|------|------|-------|----------------|-------|
| Truck Drivers/Surveyors | | | | | | | | |
| | | | | | | | L&M | |
| A2103 | Group II including: | 31.05 | 4.35 | 5.12 | 0.60 | 0.05 | | 41.17 |
| | Tireman, Heavy Duty | | | | | | | |
| | Turn-O-Wagon or DW-10 (not self loading) | | | | | | | |
| | | | | | | | L&M | |
| A2104 | Group III including: | 30.37 | 4.35 | 5.12 | 0.60 | 0.05 | | 40.49 |
| | 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 | | | | | | | |
| | 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: | 29.90 | 4.35 | 5.12 | 0.60 | 0.05 | | 40.02 |
| | 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 | | | | | | | |
| | Gin 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 | | | | | | | |

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|--------------------------------|---|-------|------|------|------|-------|----------------|-------|
| Truck Drivers/Surveyors | | | | | | | | |
| | | | | | | | L&M | |
| A2105 | Group IV including: | 29.90 | 4.35 | 5.12 | 0.60 | 0.05 | | 40.02 |
| | 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: | 29.26 | 4.35 | 5.12 | 0.60 | 0.05 | | 39.38 |
| | Batch Truck (up to & including 7 yards) | | | | | | | |
| | 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) | | | | | | | |
| | Flat 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: | 27.99 | 4.35 | 5.12 | 0.60 | 0.05 | | 38.11 |
| | Rigger | | | | | | | |
| | Stakehop/Grademan | | | | | | | |
| | | | | | | | L&M | |
| A2108 | Group VII including: | 26.84 | 4.35 | 5.12 | 0.60 | 0.05 | | 36.96 |
| | Chainperson (for crews with more than 2 people) | | | | | | | |
| | Swamper/Helper | | | | | | | |

Tunnel Workers, Laborers

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| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other | Benefits | THR |
|---------------------------------|--|-------|------|------|------|----------------|------------|-------|
| 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 | | | | | | | |
| | Nozzlemen, Pumpcrete or Shotcrete | | | | | | | |
| | Pipelayer | | | | | | | |
| | | | | | | L&M | LEG | |
| A2203 | Group III, including: | 28.48 | 5.10 | 5.65 | 0.65 | 0.10 | 0.10 | 40.08 |
| | Miner | | | | | | | |
| | Retimberman | | | | | | | |
| | | | | | | L&M | LEG | |
| A2204 | Group IIIA, including: | 31.12 | 5.10 | 5.65 | 0.65 | 0.10 | 0.10 | 42.72 |
| | Licensed Powderman | | | | | | | |

| | | | | | | | | |
|--|-----------|-------|------|------|------|----------------|--|-------|
| Tunnel Workers, Power Equipment Operators | | | | | | | | |
| | | | | | | L&M | | |
| A2207 | Group I | 35.29 | 5.29 | 5.00 | 0.60 | 0.05 | | 46.23 |
| | | | | | | L&M | | |
| A2208 | Group IA | 36.99 | 5.29 | 5.00 | 0.60 | 0.05 | | 47.93 |
| | | | | | | L&M | | |
| A2209 | Group II | 34.56 | 5.29 | 5.00 | 0.60 | 0.05 | | 45.50 |
| | | | | | | L&M | | |
| A2210 | Group III | 33.86 | 5.29 | 5.00 | 0.60 | 0.05 | | 44.80 |
| | | | | | | L&M | | |
| A2211 | Group IV | 27.90 | 5.29 | 5.00 | 0.60 | 0.05 | | 38.84 |

* 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.

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